



# Virtual Classroom of the Future

## Terms of use

This text represents the terms of use (hereinafter: Terms) of the website, products, services, and associated software (hereinafter: Services) of CINTERACTION DOO NOVI SAD, Nikolajevska st. no. 2, registry number: 21594776, tax identification number: 112038028, as well as its associates, related companies, and related natural persons, (hereinafter: Cinteraction), and your use of the aforementioned Services is conditioned by your consent and compliance with the rights and obligations set forth in these Terms.

The agreement on the application of these Terms is established between Cinteraction and you, as a person who uses the Services, and who may pay a fee for the use of certain Services, according to the invoice submitted by Cinteraction (hereinafter: User).

By accessing the Cinteraction site, purchasing Cinteraction products or Services, as well as using Cinteraction's software, you are deemed to have agreed to be bound by these Terms. Cinteraction Services are not available to persons who do not have the legal capacity to be bound by these Terms.

System Requirements: Use of the Services requires one or more compatible devices, Internet access (may incur a separate charge), and certain software (may incur a separate charge) and may require updates or upgrades from time to time. Since the use of the Services includes hardware, software, and Internet access, the performance of these factors may affect the performance of the User's access to and use of the Services. Fast Internet access is recommended. By using the Services, the User agrees that such system requirements, which may change from time to time, will be the responsibility of the User.

Special note: The results obtained by using the Cinteraction Services are not definitive. Cinteraction specifically does not guarantee the accuracy of the results obtained from the use of the Services. Each User is obliged to independently perform an additional evaluation of the results obtained by using the Services. The Services are not designed to be used as the sole source of information regarding those decisions for which the User uses the Services.

In accordance with the above, Cinteraction and the User (hereinafter: the Contracting Parties) agree on the following:

#### 1. Definitions

a. In the context of these Terms, the Contracting Parties agree that in the scope of application of these Terms, the following definitions will be relevant in the qualification of the elements of the relationship between the Contracting Parties, as well as that any mention of these terms in the singular or plural, as well as in any case form, has the same meaning :

- i. Billable Services - Services for the use of which the User pays a fee, which are described in more detail on the Cinteraction website;
- ii. Fee - means all fees, payments and related taxes that the User would pay to Cinteraction for the license to use and access the Billable Services;
- iii. End User - A person authorized by the User to use the Services, for



which use, in respect of Billable Services, the User pays a Fee;

iv. Administrative end user - End user who has special administrative privileges in using the Service. These special administrative privileges are defined and implemented by Cinteraction at its sole discretion.

## 2. Licensing Terms

a. The User may use and access the Cinteraction Services in accordance with the provisions of these Terms. The User is solely responsible for any use of the Services the User performs, as well as the use of the Services by the End User and the Administrative End User. The User undertakes that in each case of using the Service, the User will be responsible for the fulfillment of the obligations set forth in these Terms, as well as applicable laws, which include, but are not limited to, laws related to intellectual property rights and related rights, privacy of personal data, obligation law, etc.

b. Subject to the payment of all applicable Fees, and the User's compliance with the rights and obligations of these Terms, Cinteraction grants the User and its End Users and Administrative End Users a non-exclusive, non-transferable right to access and use the Service, as well as all copies, corrections, corrections of errors, improvements, modifications or new versions created by Cinteraction, in order to provide the Services to the User. Any information that the User submits to Cinteraction in order to register and/or use the Services must be accurate. The User is fully responsible for the security of the data that enables the User to access and use the Service, and undertakes not to transfer or otherwise disclose to or enable use of such data by third parties, except for End Users and Administrative End Users of which Cinteraction is notified in advance.

## 3. Use of the Services

### a. Permitted uses of the Services

i. The User undertakes that before accessing the Services, and especially the Billable Services, the User will familiarize with the way of using the Services in accordance with these Terms. The User shall inform Cinteraction in writing about the list of persons who will use the Services on his behalf, and especially the Billable Services, if a Fee is paid for the said Services. The User and its End Users and Administrative end users will use the Services for the purposes of tentative quantification and qualification of the level and quality of participation of participants during virtual conferences held through the Service, which use must be in accordance with all applicable law (hereinafter: the Service).

ii. The User accepts the obligation to guarantee full legal capability of accepting the rights and obligations set forth in these Terms, both on his own behalf and on behalf of the persons he appoints as End Users and Administrative End Users.

b. Unauthorized use of the Services With regard to the Service, the User, as well as the End User and the Administrative End User are prohibited from:

i. selling, advertising or licensing any information obtained through the use of the Service;

ii. violate any copyright related to the Service, which the User came to know through indirect or direct use of the Service;



- iii. allow anyone other than the specified group of persons to access the User's account to use the Service;
- iv. use any automated system or software to extract all or any software portion of the Service, information or data within the Service, including the results of the Services or the source code of the Service, for any purpose, including reverse engineering the Service;
- v. The User is responsible for all activities undertaken independently, or undertaken by its employees or End Users or Administrative End Users through its User Account. The User is responsible for ensuring that he and the specified group of persons act in accordance with these Terms when using the Service. Cinteraction does not assume any responsibility or liability for violations committed by the User or the specified circle of persons in the use of the Service. The User undertakes to report any violation of these Terms to Cinteraction in writing, by e-mail, to: Specify the e-mail address;
- vi. Cinteraction may investigate any complaint and violation of these Terms referred to it by a User, and may (but also may not) take such steps as it deems appropriate, which may include, but are not limited to: issuing a warning, removing content, or terminating an account of the User.
- vii. Cinteraction has the right to, from time to time, at a reasonable time, during the duration of these Terms, check the way the Services is used by the User and its End Users and Administrative End Users, for the purpose of confirming that the specific use of the Services is carried out in accordance with these Terms. If such verification shows that the User has enabled the use of the Services by third parties and/or in an illegal manner, Cinteraction may terminate the relationship with the User, suspend the account or suspend the User's access to the Services.
- viii. If the User has provided access to the Services to third parties, it is possible to re-enable the User's access to the services, if the Fee for Billable Services is paid up to the amount that reflects the actual use of the Services by the User.

#### 4. Fee Terms

- a. All Fees are non-refundable and payable in advance, unless otherwise expressly stated in these Terms. If the User wishes to stop using Billable Services, the User will explicitly waive the right to a refund.
- b. The User agrees that one-time fees can be charged by Cinteraction via the User's payment card, or by another method chosen by the User and allowed by Cinteraction, all amounts due as a result of the use of Billable Services, as well as taxes, costs of initial commissioning, education on use of the Service, as well as any other cost incurred in connection with the User's account in Terms of the contractual relationship in accordance with these Terms, which is invoiced to the User by Cinteraction.
- c. If the User pays a monthly Fee for the use of Billable Services, Cinteraction will debit the User's payment card for the use of Billable Services, starting from the day the User activated his account.



d. If the User plans to use Billable Services within a concretely and decisively determined time frame, the User shall make the payment within 8 days from the date of delivery of the invoice by Cinteraction.

e. In any case, if Cinteraction is unable to realize the payment of the due amount of the Fee for any reason, the User will have 8 days to make the payment of the said amount. If the User fails to do so, Cinteraction will have the discretionary right to decide to suspend the User's account or suspend the User's access to the Services.

f. The user will have the right to complain against the invoice issued by Cinteraction only if he submits a complaint in writing within 15 days of receiving the disputed invoice.

g. If the User is late with the payment of the due amount of the Fee, the statutory default interest will be applied from the first day of the delay until payment. h. Cinteraction may change the amount of Fees for use of Billable Services at any time, including converting a Non-Billable Services to a Billable Service, where the amounts of Fees already invoiced will apply to that particular payment, if the invoice was issued prior to the change, change or addition of Billable Services. Cinteraction will be obliged to notify the User of these changes in writing and to provide him with the possibility of terminating the contractual relationship or accepting the changed amount in which the User pays for Billable Services and continuing cooperation, which the User must declare in writing. Cinteraction will not retroactively change a free Services to a Paid Service, unless it notifies the User and the User agrees to be obliged to pay a Fee for such Services retroactively. If the user account is terminated by the User or by Cinteraction, the User may request reactivation, which request will be accepted only if the User settles all debts owed to Cinteraction.

## 5. Taxes

a. The fees specified in these Terms are not subject to excise duty, sales tax, gross turnover tax, value added tax, goods and services tax or other similar types of indirect taxes, duties or tariffs imposed or imposed, now or in the future, that is applied to the Services based on applicable legislation, which are to be provided under these Terms, except for those expenses that Cinteraction is obliged to pay based on its legal obligation in terms of conducting its business. The user undertakes to pay said expenses. Cinteraction undertakes that the invoices it issues to the User will contain such expenses, which the User will be obliged to pay to the competent institution, in accordance with the applicable legislation. If the User is exempt from paying such expenses, he must notify Cinteraction in writing and attach relevant evidence proving this fact.

## 6. Terms and Termination

a. The validity of these Terms starts from the moment the User and his End Users and Administrative End Users start using the Service, regardless of whether it is a free or Billable service. If the User pays for the use of a Billable Services for a certain period of time, these conditions will cease to be valid for the User on the last day of the time period in which the use of Billable Services was determined. If the User uses the Billable Services on the basis of a monthly subscription, these conditions will cease to apply to such User on the last working day of the month in which the User has declared in writing at least 5 days before the last working day that he wants to stop using the Billable Services. After the expiration of these Terms with respect to Billable Services, these Terms will apply to the User to the extent that the User uses the Services.



b. These Terms may be terminated as follows:

i. by mutual agreement - the termination of the validity of these Terms may occur at any time, without payment of any additional costs, except for those costs agreed upon by both parties to these Terms.

ii. by violation of these Terms - if either the User or Cinteraction has materially violated the provisions of these Terms, and such violation has not been corrected within 15 days from the receipt of the notice notifying the specific party of the violation, the party that did not violate the provisions of the Terms has the right to unilaterally terminate the contractual relationship. The parties agree to attempt in good faith to resolve the issue through negotiation any breach of any part of these Terms, prior to termination of the contractual relationship. The User waives the right to any refund, payment or compensation, in the event that termination of the contractual relationship based on these Terms occurs as a result of the User's fault.

iii. impossibility of execution - neither the User nor Cinteraction will be seen as violating the provisions of these Terms, if it is determined that the impossibility of fulfilling obligations according to these Terms arose as a result of reasons beyond their control, including but not limited to force majeure, termination of validity or change of applicable legal or by-law norms. If the contractual relationship is terminated on this basis, Cinteraction will reimburse the User the Fee already paid, decreased by any amount of cost incurred by Cinteraction in connection with the termination of the contractual relationship due to impossibility of performance.

## 7. Confidentiality

a. To the extent permitted by law, Users are prohibited from disclosing in any way any information related to the Service, as well as any information, intellectual property rights and related rights owned by Cinteraction, to third parties, including but not limited to visual representations of the Services by image and sound, Cinteraction's marketing material, user manuals, pricing agreements, offers, e-mail communications from Cinteraction employees and any information designated as confidential by Cinteraction.

b. If the User, in accordance with his legal obligation, receives a request from the competent state authorities that he must disclose any information that is provided as confidential in the previous paragraph, the User undertakes to inform Cinteraction as soon as possible before disclosing such information.

c. User, End User and Administrative End User may provide Cinteraction with comments, suggestions and ideas regarding the Service, which are aimed at improving the Service. By providing such comments, suggestions and ideas, the User, End Users and Administrative End Users agree that such information:

i. do not constitute confidential information;

ii. are not limited by these Terms in disclosure;

iii. cannot represent intellectual property copyrighted by the User, the End User and the Administrative End User, and that in accordance with these Terms, those persons waive any right to this information in respect of the relevant regulation on intellectual rights;

iv. cannot create the effect that Cinteraction has any obligation to



compensate or notify as a result of Cinteraction's use of such information. d. The User, the End User and the Administrative End User release Cinteraction from all responsibility or liability that may arise from the receipt, review, disclosure or use of any comments, suggestions or ideas regarding the Service.

#### 8. Proprietary rights and copyright and related rights

a. Cinteraction and/or its subcontractors retain all ownership rights in intellectual and related rights in the Services as well as industrial property rights in trademarks, logos, domain names, etc. that are associated with or displayed on the Services. Users undertake not to use said goods or other information (including images, text, page layout or form) without Cinteraction's express written consent. Users agree not to use any meta tags or any other "hidden text" used by Cinteraction Marks without Cinteraction's express written consent.

#### 9. Representation of the User

a. A person who concludes a contractual relationship on behalf of the User for the purpose of using the Service, and in particular for the use of Billable Services, guarantees that he is commercially capable and authorized to conclude such a contractual relationship, and especially with regard to giving consent for the use of the Services as an End User or an Administrative End User.

b. The aforementioned person also guarantees that:

i. the Services will be used in a manner that complies with all relevant laws;

ii. there is a legal basis for processing the data of End Users and Administrative End Users with regard to the processing of personal data; iii. there is a contractual relationship established between the User and Cinteraction for the purpose of using the Services by the User.

#### 10. Data collection and sharing

a. The user agrees that Cinteraction may on his behalf and for his account:

i. records video, photo and audio content of End Users and Administrative End Users during their use of Billable Services, for the purpose of providing and improving the Service, and in accordance with the applicable legal regulations regarding the protection of personal data.

ii. collects and records the data that End Users and Administrative End Users provide to Cinteraction for the purpose of opening and maintaining accounts, confirming identity and information security of the Service, especially Billable Services.

iii. on the basis of the collected video, photo and audio content, create and store facial features, features or characteristics, as well as meta data about End Users and Administrative End Users, in order to provide and improve the Service.

b. By accessing the Services, the User agrees that Cinteraction collects the following data as indicated in Cinteraction's Privacy Policy, which can be found at: Specify the site where it is located, which data may be:

i. usage details, including IP address, Internet browser information, login history to the Services, etc



c. By accessing and/or using the Service, the User agrees that Cinteraction shares the specified data with third parties in certain cases, namely:

- i. email address and name with email marketing tool providers.
- ii. competent authorities, if it is necessary by force of law.

## 11. User Content

a. In connection with the use of the Service, especially Billable Services and the Services, the User, End Users and Administrative End Users may send and store content on servers designated by Cinteraction, whereby the aforementioned persons undertake to:

- i. own the right to disseminate such content;
- ii. not violate the privacy rights of third parties, rights of publication, intellectual property rights and related rights, contractual rights or any other rights of third parties by sending and storing said content in said way;
- iii. not violate the contractual obligations between them and third parties by sending and storing the said content in said manner;

b. Except for the content that they own, Users, End Users and Administrative End Users may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display or sell any content displayed on or through the Service.

c. The User, the End User and the Administrative End User agree that Cinteraction has the right to perform technical actions on the content that these persons send to Cinteraction, in order to perform the Service, which include but are not limited to the creation of facial vectors, meta data, reformatting or translation of such content in order to better provide the Service. In connection with this, the aforementioned persons grant Cinteraction a non-exclusive, royalty-free, territorially and time-limited license to use, modify, add to and subtract from, reproduce and translate such content for the purpose of providing the Service, as well as maintaining and improving the Service. Such content will not be publicly available, and in any case is subject to the applicable legal regulations governing the protection of personal data.

## 12. Guarantees

a. The Services, Billable Services and the Services are provided to Users, End Users and Administrative End Users as is, without any express or implied warranties by Cinteraction and/or its subcontractors, including warranties of quality, warranties of fitness for a particular purpose, warranties of non-infringement rights, etc.

b. Cinteraction makes no guarantees or representations regarding the results that may be obtained from the use of the Service, Billable Services in regards to the level of accuracy or reliability of any information obtained through the use of the Service, the Billable Services or the Services, nor that the Services, the Billable Services or the Services create such data that is consistent with any expectations of Users, End Users, or Administrative End Users, nor that the Services, Billable Services, or the Services will be uninterrupted, timely, secure, or accurate. Users, End Users and Administrative End Users use the Services, the Billable Services and the Cinteraction Services at their own risk. Any material or data obtained by Users, End Users or Administrative End Users through the use of the Service, Billable Services or the Services is at their own risk and discretion.



### 13. Compensation for damages

- a. Cinteraction, its associates and subcontractors shall not be liable for any damages, expenses or costs (including attorneys' fees) incurred as a result of bringing a dispute in connection with:
  - i. violation of these Terms by the User;
  - ii. compensation claimed by a third party based on the way the Services is used by the User;
  - iii. any security breach caused by the fault of the User.
- b. Cinteraction shall not be liable for any direct, indirect, material or immaterial damages, as well as for lost profits arising as a result of the use of the Service, Billable Services or the Services by the User, End User or Administrative End User. Regardless of Cinteraction's level of care, legal or contractual liability, Cinteraction will not be charged for the amount of damage that is greater than the amount paid by the User in connection with the use of the Services in the year preceding the submission of the request or claim for damages.

### 14. Miscellaneous

- a. These Terms represent the entire arrangement of the relationship between the contracting parties with respect to the relevant relationship. They are to be considered as the only legally binding document governing the relevant relationship, which applies in lieu of all previous agreements, contracts or negotiations in their entirety or in part. Use of the Service, Billable Services or Services is also subject to Cinteraction's Personal Data Protection Policy, located at (WEB ADDRESS FOR PERSONAL DATA PROTECTION POLICY). The Personal Data Protection Policy shall be considered a part of these Terms. Cinteraction may at any time, at its sole discretion, modify or supplement the content of these Terms, except as otherwise expressly stated in these Terms. Cinteraction will, in accordance with good business practices, endeavor to notify Users of such changes. Any change will be binding for the User within 8 days of the change (or from the day of notification of the change, if it was delivered to the User).
- b. If the User does not agree with the changes to these Terms, he can ask to stop using the Service. If the User continues to use the Services after the specified period of 8 days, it will be considered that he agrees with the changes. The User may be required to download certain software and/or agree to changes or amendments to these Terms.
- c. If any part or parts of these Terms cannot be held in full, then that part or parts will be held between the contracting parties to the extent that is minimally permitted by law, while the rest of these Terms will be valid between the contracting parties. If Cinteraction does not take action to protect its rights, it will not be considered a waiver of those rights. Cinteraction reserves all rights to claim compensation for material damage that occurs as a result of the User's unfulfilled obligations.

### 15. Contractual right and jurisdiction

- a. These Terms will be governed and interpreted in accordance with the legal regulations of the Republic of Serbia, regardless of the conflict of laws rules of any jurisdiction. In the event of a discrepancy in interpretation regarding the content of these Terms, damage arising from non-fulfillment of obligations under these Terms, or any other dispute, Cinteraction and the User undertake to try to resolve it amicably within 60 days. If this is not possible, Cinteraction and the



User agree that the competent court in Novi Sad will be responsible for the resolution of such a dispute, and that the legislation of the Republic of Serbia will be applied.

b. In the event of such a dispute, the relevant version of these Terms shall be the version in the Serbian language.

