

Agreement

for the provision information services (hereinafter – «Agreement»)

1. Terms and definitions

1.1. Website means a set of pages located on the Internet at the domain <http://syncbox.com/>, which is a composite object of intellectual property consisting of computer programs and other software application, databases, graphical content and other products, combined to ensure proper functioning of the Website and to use its features.

The Website provides the Users with the possibility to access to the materials located on the Internet.

1.2. Service means a programmed interactive complex located at <http://syncbox.com/> on the Internet, accessible to the Users on a fee basis or free of charge, with the main function of gaining access to the Course for the Users.

1.3. User means an individual gaining access to the Website pages through technical and program means, for instance, an Internet browser.

1.4. Product means any reading materials (including lectures, memos, articles, tests and others), videos, audio materials, webinars, podcasts and other materials, which access is provided by the Contractor to the Users and the Students.

1.5. Lesson means a set of thematically combined Products.

1.6. Course means a set of thematically combined Lessons.

1.7. Webinar means an interactive event during which the Curator exchanges information with the User.

1.8. Account means conditions of granting access for the Users to the Service by entering the username and the password on the Website or by logging in through the User's valid account in social networking sites.

1.9. Personal account means a financial non-banking account (balance), which is opened by the Website for the User after completion of registration procedure. Personal account is opened in order to control the User's funds and to keep all their money transactions on the Service.

1.10. Current cost of services means the amount of money specified on the page on the Internet at <http://syncbox.com/>, which is current from the date of its actual publication on the Website until the Contractor publishes a new cost of services.

1.11. Curator means a person performing the following functions: conducting

webinars, Course presentations and communication to the User.

1.12. Free access means the User's access to the Course(s) without charge. The Contractor determines the content of Free access on an independent basis, and the User has no right to make any claims to the Website regarding the Course content available free of charge.

1.13. Paid access means access to the Course which is provided after the User has made payment for it.

1.14. Pre-order of the Course means payment for the Course which will be accessible for the User in the future. The date of the access is specified by the Contractor on the Website.

2. The parties

Free Zone Establishment "SYNCHRONIZE", License SYNCHRONIZE FZE, License Number L-2103, address: Dubai World Trade Centre, the Offices 3 – One Central, Floor number 03, Smart desk 361-22-TEC, issue date 31/05/2022, expiry date 30/05/2023 (hereinafter — «Contractor»),
and

a completely legally capable individual or legal entity who made payment for the Services under the terms of the Agreement (including one who has reached the legal age of legal capacity) (hereinafter — «Student»).

3. Acceptance

3.1. The Agreement is an offer of Contractor to the Student to enter into an Agreement on the following terms and conditions. The offer is considered to be sent from the moment of its publication to the Website.

3.2. Payment made by the Student for the Services (including the first payment in case of payment for the Services by instalments) testifies as a complete, absolute, and unconditional acceptance of the offer.

3.3. The Student is informed and agrees that the fact, time and date of acceptance of the offer (conclusion of the Agreement) by the Student are determined on the basis of Contractor data.

4. Scope

4.1. Before starting the Course, the Student has access to the following information about the Course:

- Information about the content of the Course;

- Starting date and closing date of the Course (if relevant). The Student agrees that the starting date of the Course may be changes to a later date and in this case the closing date of the Course will be increased respectively to the actual number of days of postponement.

4.2. In the event of full or partial cancellation of the Course, paid by the Student and initiated by the Contractor, the Student has the right to request a refund in proportion to actually used access to the Products within the Course.

4.3. Refund of money previously paid by the Student, according to the conditions set forth in the Agreement, shall be made in the same way as the payment was made.

Cash refunds are not allowed for card payments. The refund procedure is governed by the rules of international payment systems.

The consumer does not have the right to refuse a product of good quality if the specified product can be used exclusively by the person buying it.

4.4. The Student has access to the entire Course with the exception of certain types of the Courses with a schedule specified by the Contractor. Access to the Course is not terminated upon its completion, provided that the Contractor is entitled to make any changes in the materials, structure and scope of the course in order to provide better quality of the Course.

5. Payment for services and their cost

5.1. The Services of the Contractor are subject to payment by means of payment systems. The information about the systems is accessible for the Student on the Website.

5.2. The Student makes a payment in the order of 100% (one hundred) percent prepayment, in non-cash form, using one of the electronic payment services available on the Website. When other payment terms, in particular the payment procedure, are provided for on the Website, the Student may pay for the services on the basis of such conditions.

5.3. The Student is solely responsible for the correctness of payments made and the payment of applicable taxes.

5.4. The Student automatically gains access to a personal account where the funds received from the Student are credited upon registration. The funds are automatically deducted from the account for future services of the Website upon crediting.

5.5. Interaction with the Contractor regarding any financial questions is carried out at hello@syncbox.com.

5.6. All refunds to the Student are made in accordance with the procedure stipulated by Paragraph 4.3. of the Agreement.

6. Service acceptance procedure

6.1. The Services shall be considered as accepted by the Student in full after 5 (five) days upon the conclusion of rendering Services, if the Contractor will not receive from the Student an original motivated claim related to quality and timing of the Services signed by the Student and sent by the Student to the domicile of the Contractor within the time specified.

6.2. The end of the Service provision period for the purposes of the Agreement will be the date of the Course completion indicated on the Website.

6.3. Service acceptance certificate is not applicable to the Agreement.

6.4. Claims of the Student regarding deficiency of Services, including the quantity (scope), cost and quality are not accepted and not subject to consideration upon expiration of the term, specified in Paragraph 6.1. of the Agreement.

7. Rights and liabilities of the Parties

7.1. The Contractor is obliged to:

7.1.1. Provide the Student with access to the Course within 3 (three) working days from the date of payment for the Course.

7.1.2. Inform the Student about the planned program of the Course by placing it on the Website.

7.1.3. Comply with the legal requirements relating to processing, transfer and protection of the Student's personal data.

7.2. The Contractor has a right to:

7.2.1. Change the schedule for opening access to the Course unilaterally.

7.2.2. Change and supplement unilaterally the terms of the agreement without prior agreement with the Student, posting altered terms and conditions on the Website at least one day before they come into effect.

7.2.3. Terminate the Agreement unilaterally if the Student violates the terms of the Agreement substantially. In this case, the money paid by the Student under the Agreement is not refundable and shall be considered as a penalty for the actions of the Student.

A substantial violation of the terms of the Agreement means any violation by

the Student of the copyrights, regulated by the governing law.

7.3. The Student is obliged to:

7.3.1. Have a personal computer/laptop with Internet access, equipped with headphones and a microphone, as well as the installed software in order to receive services under the agreement.

7.3.2. Provide the Contractor with the relevant information in order to send the Products to the Student, as well as to communicate with the Student within the framework of the services under the Agreement, namely: last name, first name, a valid e-mail address, contact phone number.

7.3.3. Not to violate the provisions of Section 9 of the Agreement.

7.3.4. Independently follow all and any updates of the information, posted on the Contractor's Website, including independently follow the changes of the Agreement. The Student is deprived of the right to refer to the lack of awareness of such changes, if the changes are posted on the Contractor's Website.

7.4. The Student has a right to:

7.4.1. Withdraw from the Agreement on terms specified in Paragraph 12.2. of the Agreement.

7.4.2. Require from the Contractor information on the organizational issues and proper rendering of the Services.

7.4.3. Require proper and timely rendering of the Services by the Contractor.

7.4.4. Contact the Contractor on all the issues related to the rendering of the Services, as well as ask questions related to the provision of the Services.

8. Responsibility of the parties, force majeure

8.1. The Contractor is not responsible for inability to render services to the Student for reasons beyond the control of the Contractor, namely: malfunction of the Internet, equipment or software on the part of the Student.

8.2. The Contractor does not guarantee the absolute continuity of services under the Agreement, despite the fact that the Contractor takes all possible measures in order to prevent aforementioned. In the event of unsatisfactory quality of the Internet connection, stable operation of the software is not guaranteed, in this case the services under the Agreement may be provided in another way as agreed by the Student.

8.3. The parties shall not be held liable for non-execution or improper execution of the obligations under the agreement for the duration of the force majeure circumstances. During this period of time the parties have no mutual

claims, and each party assumes its own risk of the consequences of force majeure circumstances. The Contractor shall notify the Student about such circumstances by posting information on the Website and/or sending a letter to the e-mail address, indicated by the Student by making the payment, and the Student shall send a letter to the Contractor by e-mail indicating as the subject "Force Majeure".

8.4. The Parties understand force majeure circumstances (force majeure) as: fire, flood, earthquake, strikes and other natural disasters, war and military actions, entry into effect of statutory instruments and administrative enactment which prevent the performance of obligations, forced urgent (not prearranged) hospital admission duly documented, if the abovementioned circumstances are beyond the Parties' control, prevent the execution of the agreement and occurred after the Agreement was concluded. Lack of time of the Student for study for any reason, being on vacation, business trip, non-payment for access to the Internet, breakdown of the means of access to the Internet are not force majeure circumstances (force majeure).

9. Intellectual rights

9.1. Exclusive right related to the Courses, the Products, other materials or any parts thereof belong in full to the Contractor.

9.2. By providing Services to the Student under the Agreement and providing access to the Course, the Contractor grants the Student the right to use the Course and the Products solely within the following limits: to study and acquire the Course independently.

9.3. Specified right in Paragraph 9.2. of the Agreement is granted to the Student on the terms of a simple (non-exclusive) license.

9.4. Payment for granting a simple (non-exclusive) license within the specified limits and extents is included in the cost of the Services.

9.5. The Student has no right to use any Products of the Course by other means, including (but not limited to) copying, replicating, publishing in any form, transferring to third parties, or by any other means.

9.6. If the Student violates the terms of the simple (non-exclusive) license and the provisions of the section of the Agreement, the Contractor may immediately terminate the Agreement unilaterally and stop providing the Student with the access to the Course and the Products, as well as to bring the Student to the liability.

9.7. Educational and information materials provided by the Contractor to the Student in the process of rendering services, as well as special materials

and any information provided to the Student under the agreement are the intellectual property of the Contractor and protected by the legislation of the UAE. Unauthorized use (reproduction, distribution, processing, translation, import, public demonstration, etc.) of the specified materials, information, Products for profit without the written consent of the Contractor shall entail liability in the form of a fine of \$ 50 000 (fifty thousands dollars) for each case of unauthorized use.

9.8. Upon receiving an individual link, the Student does not have the right to distribute it to third parties (to 'share' it with third parties).

9.9. All the terms and conditions apply in full to any person who not being the Student has gained legal access to the Products.

10. Personal data

10.1. The Student understands and agrees that the data provided them by the Contractor will be processed by the Contractor and gives consent to such processing upon acceptance of the terms and conditions of the Agreement providing such data.

10.2. Personal data processing procedure by the Contractor and personal data security measures are determined by the Privacy Policy and Cookie Policy.

The recent version of the Privacy Policy and Cookie Policy is in the public domain on the Internet at:

Privacy Policy

https://docs.google.com/document/d/1pKIAxvRZb_sV8lsaQd2g7iweENe4N1IL/edit?usp=sharing&ouid=113654771711617127390&rtpof=true&sd=true

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Cookie policy

<https://docs.google.com/document/d/1pt42nDzNWBkS74cSwsJ9YaLmrRV5cykt/edit?usp=sharing&ouid=113654771711617127390&rtpof=true&sd=true>

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11. Governing law and dispute resolution

11.1. This Agreement shall be governed by and construed in accordance with the laws of the UAE.

11.2. All disputes and disagreements under the Agreement shall be resolved in the complaint procedure by exchanging electronic messages using e-mail. Complaint response time is 10 (ten) working days from the date of its receipt. Contact email addresses are as follows

- The address of the Contractor – hello@syncbox.com;
- The address of the Student is the address indicated by the Student upon the registration on the Website.

11.3. Without limiting the rights of Students regarding the place of dispute resolution, the Parties agree that if a claim is brought against Contractor, such claim shall be submitted to the court of the UAE at the Contractor's domicile.

11.4. In case of any questions the Student may have in the process of service delivery, the Student may contact the Contractor at hello@syncbox.com.

11.5. The contact e-mail address of the Student is the e-mail address indicated by the Student in accordance with Paragraph 7.3.2. of the Agreement.

12. Termination of the Agreement

12.1. The Agreement may be terminated upon agreement of the parties.

12.2. In the event that the Student withdraws from the Agreement before the start of the Course, the funds paid by the Student will be refunded in full.

13. Student's representations and warranties

13.1. Any Student who enters into the Agreement represents and warrants to Contractor that the following circumstances are actually present and observed:

13.1.1. the Student is an individual who has full legal capacity and active legal capacity, including having reached the legal age of full active legal capacity, in accordance with the governing law; or

13.1.2. the conclusion and execution of the Agreement by the Student does not require the consent or approval of any third parties.

13.2. Contractor may at any time require the Student to provide information and documents confirming the above guarantees about the circumstances, and the Student shall provide such information and documents within 10 (ten) calendar days from the date of sending the request.

14. Miscellaneous

14.1. The Agreement is an official document and is published on the Website.

14.2. The Contractor is entitled to modify and supplement the Agreement without prior approval by the Student, ensuring the publication of alterations and additions on the Website at least one day before they go into effect. The

Student should individually read and acknowledge the Agreement and all the modifications. If the Student continues to use the services of the Contractor after the changes in the Agreement, it means that such changes are accepted by the Student.

14.3. Recognition by the court of any provision of the Agreement as null and invalid does not entail the invalidity of its other provisions.

Recent changes to this Agreement have been made:

- 11/02/2022

A list of all previous changes is available on request.