TERMS AND CONDITIONS

Welcome to the Bizi Kids / Bizi School mobile application. By using this application, you agree to these Terms and conditions (defined below). Please read them carefully. For any inquiries, you may contact us at <u>contact@bizi.kids</u>.

By using the mobile application, the User accepts these Terms and conditions and the Terms of purchase (defined below).

1. About the platform

Bizi Kids and Bizi School together constitute an integrated platform, as a marketplace for extracurricular activities, such as classes and activities for children. Mentors/schools use the Bizi School application as vendors of services to publish and promote their classes and activities. Consequently, parents use the Bizi Kids application to conveniently browse and purchase the classes published by the vendors for the benefit of their children.

Both applications are available for download only via the official Apple App Store and Google Play Store.

2. Bizi Kids user functionality: Overview and Operation

The parent/user creates a profile for their child by entering the child's school age and areas of interest for which they wish to find a mentor or other educational/entertainment organization for their child.

The application enables the user to locate mentors and/or organizations nearby that offer educational programs.

The application assists the user in booking sessions necessary for educational classes or programs.

The application guides the user to the shopping cart, where they can reserve the required sessions for their child and make the payment for the selected services.

3. Bizi School user functionality: Overview and Operation

Bizi School charges the mentor or school a service fee for facilitating the booking of sessions required for educational classes or programs.

Mentors register on the Bizi School application by creating their user profiles and listing the subjects and activities they conduct.

Schools register on the Bizi School application by creating their profiles and further registering teachers along with their respective subjects and activities.

Mentors and schools specify the schedule and price of their offered services.

Payments to mentors/schools are made in accordance with a mutual facilitation agreement based on invoices issued by the application's system.

4. User profile

The User acknowledges that Bizi Kids / Bizi School bears no liability for any incidents that may arise from or be related to the user profile.

The User creates their own username and password and is solely responsible for their confidential storage and security.

Mentor/School Users must keep their profile data up to date.

5. Use of the application

As a condition of using the application, each User agrees to the following:

- The User is at least 18 years of age;
- Usage of the application will always comply with these Terms;
- Mentor reservations are solely for the personal use of the User (Parent/Guardian) and their child.
- Bizi Kids / Bizi School may use the User's email address to send promotional offers solely within the context of the services available on the Bizi Kids / Bizi School application.

Only the Service Providers (Mentors/Schools) are responsible to Users (Parents) for the quality of services offered.

6. Terms of purchase

Parent users may book sessions with Mentors/Schools only if they have a registered profile on the application.

The application uses a secure virtual payment system supported by Stopanska Banka AD Skopje. Payment card data entered during the payment process is not stored within the application.

Bizi Kids / Bizi School does not have access to Users' payment card information, even for payments made on behalf of the Users.

Bizi Kids / Bizi School does not guarantee or assume responsibility for the description of services provided by Mentors/Schools within the application or for the quality of these services.

Bizi Kids / Bizi School reserves the right to decline or cancel a purchase, where necessary and in accordance with applicable laws, to address errors, fraud, or potential violations of these Terms and conditions.

Refund requests must be submitted via email with a detailed explanation, and the Bizi Kids / Bizi School team will decide whether a refund is warranted.

If a particular offer becomes unavailable for purchase, Bizi Kids / Bizi School will cancel the transaction and notify the User via email.

Sessions listed on the application are available for reservation by all registered Users.

Upon reservation and payment, a code is generated, which must be presented to the Mentor/School before the session begins at the selected location.

7. Usage of session codes

Before the start of a reserved session, the User must present the QR code purchased through the application to the Mentor/School. If the User fails to do so, the Mentor/School reserves the right to deny service.

The User must adhere to the specified time and location of the session and arrive at the designated time. Failure to comply may result in denial of service by the Mentor/School.

8. Personal data protection

Bizi Kids / Bizi School processes Users' personal data in compliance with the data protection laws of the Republic of North Macedonia, including the Law on Personal Data Protection and related regulations.

Categories of processed data are detailed in the specific Privacy Policy for each application.

Bizi Kids / Bizi School is the sole data controller for personal data directly shared by Users within the application and commits not to disclose this data to third parties except as outlined in these Terms and the Privacy Policy.

Bizi Kids / Bizi School is a processor of personal data shared by Users based on an Agreement

concluded with certain partners of Bizi Kids / Bizi School. These partners utilize the services available in the Application based on mutual consent and agreement. As a processor of this data, Bizi Kids / Bizi School commits to not disclosing personal data to third parties, except in specific cases listed in the Privacy Policy.

Bizi Kids / Bizi School may use User data solely for user identification during profile creation, debt collection for unrealized sessions, internal statistical purposes to improve user experience, and promotional materials related to application use.

9. Copyright and trademark

The application contains protected material, copyrights, and trademarks, including but not limited to text, software, images, videos, and graphics. All content is the exclusive property of "DLV NUCLEUS" LLC - Branch No. 1, Skopje (contact: contact@bizi.kids), and is protected by copyright laws.

Copying, distributing, modifying, or otherwise using the content, in whole or part, without express written consent, is strictly prohibited.

The Bizi Kids / Bizi School logo is a registered trademark of "DLV NUCLEUS" LLC - Branch No. 1, Skopje.

10. Dispute resolution and jurisdiction

All disputes that may arise exclusively in connection with the use of the application will be resolved amicably or through mediation. If the disputes cannot be resolved amicably, the competent court will be the Basic Civil Court in Skopje.

Bizi Kids is not responsible for any disputes that may arise between Users (Parents) and Service Providers (Mentors/Schools).

For all matters not regulated by these Terms and conditions, the applicable legal regulations of the Republic of North Macedonia shall apply.