

TERMS OF SERVICE

Nativly is an online education service provided at www.nativly.app (hereinafter known as “Website”). The Website is owned and operated by Nativly Kft. (hereinafter known as Nativly), located at Móra Street 32/10, Szeged 6725, Hungary.

Nativly provides its services (hereinafter known as “Services”) to its customers, subject to the following Terms of Service described on the Website.

1 DEFINITIONS

Services or Nativly Services: features and content provided by Nativly at the applicable services fees described on the Website (www.nativly.app/pricing).

Agreement: These Terms of Services, Privacy Policy for the Services provided by Nativly currently described on the Website.

You or the User: the customer with whom this Terms & Service is entered into and any person acting on the customer’s behalf.

Free Service Package: some Services (features and content) are available free of charge, which may change from time to time.

Paid Service Packages: Paid Service Packages are subscriptions which automatically renew for the respective contractually agreed term (e.g. 1, 6 or 12 months) unless the User or Nativly terminates the respective Paid Service Package.

Service Fee: the fee of the paid Services published on the Website, and modified by Nativly, as applicable.

Subscription Period: a fixed, renewable, cancelable subscription period for a Paid Service Package.

User content: any type of content created by the User on the Website (e.g chat messages, uploaded images, external links shared with other users)

2 STRUCTURE OF THE AGREEMENT

2.1 This Agreement is concluded between You and Nativly. By signing up for any Nativly Service using the Website, this Agreement will enter into force and You confirm that You agree

to be bound by these Terms of Service and [Privacy Policy](#). If the Agreement is terminated for any reason, your use of the Services will also be terminated.

2.2 Nativly may modify this Agreement from time to time if there's a good reason to do so. Your continued use of the Services or the Website after any such changes have been made constitutes your acceptance of the new Terms of Service. If you cannot accept any of the amendments, you may terminate the agreement. In this case, your account will be canceled, or you may cancel the Paid Service Package if the changes affect the Paid Service Package. You must notify Nativly at least 30 days in advance if you wish to cancel your account or just cancel the Paid Service Package. You can review the most current version of the Terms of Services at any time on the Website: www.nativly.app/terms.

2.3 If your use of the Services or the Software is in any way contrary to the applicable law of your country of residence, you are not entitled to use the Software or Services and you must immediately exit the Software.

3 DURATION OF THE AGREEMENT

3.1 This Agreement will begin on the date that Nativly opens your Nativly Account and will continue until terminated in accordance with these Terms of Services. Your rights to terminate this Agreement are set forth in Section 2.2.

4 OFFERED SERVICES, SCOPE OF APPLICATION

4.1 Nativly is an online education service that allows you to improve your language skills.

4.2 Features and content included in the Free Service package are available free of charge after registering on the Website. Nativly reserves the right to change the scope of content provided to You under the Free Service Package at any time upon notice to you.

4.3 You have the option to purchase a Paid Service package. Non-free content and services are clearly identified within the Website, and may be used against payment of the respective prices of Paid Service packages.

4.4 Unless otherwise expressly provided by Nativly, all new features or enhancements to the Services, the offer of availability, or the provision of other services or resources are subject to these Terms of Service. Nativly reserves the right to change the scope of content provided to You under the Free Service Package and Paid Service Packages at any time upon notice to you.

5 REGISTRATION AND ACCOUNT SECURITY

5.1 You must register an account before using Nativly Services. The only prerequisite for opening a user account is that the User may not be a minor. If you are younger than eighteen years old you confirm that you have the permission of your parent or legal guardian, who will take responsibility for your compliance with these Terms of Service.

5.2 Nativly is entitled to reject any application for account registration without justification.

5.3 You must ensure that all information you provide when registering for the Nativly Services is true, accurate, complete and up-to-date. You must provide Nativly with prompt notice of any change in the information as long as this Agreement remains in force. Nativly is not responsible for any loss you suffer or any breach of this Agreement resulting from the inaccuracy or incompleteness of any information you provide or the failure to update the data concerned without delay.

5.4 When you open an account, Nativly will provide you with the information needed to access your account and you will need to set a password. You must ensure that the data and password you receive are kept confidential and that no other persons have access to them. You are required to choose a sufficiently secure password. Nativly is not responsible for any loss you suffer or any breach of this Agreement resulting from your failure to keep your account access information and password confidential. Service fees paid to Nativly before you report an unauthorised or fraudulent use of your account will not be refunded.

5.5 Your account is for your own personal use only and you are solely responsible for all activities that occur under your account. If someone else knows your security information and password, or if you believe that someone else has access to your account, you should notify Nativly as soon as possible at hello@nativly.app. In this case, we will suspend your account and provide you with new security information. However, until you suspend your account, you are solely responsible for all activity on your account.

5.6 You may register for the Nativly Services only for your own use, and you may not resell or transfer the Services to anyone else. By registering you agree not to reproduce, copy, duplicate, sell, resell or exploit any portion of any content and Nativly Services without the express prior written consent of Nativly. Opening an account for others is prohibited. If your account is disabled by Nativly in accordance with this Agreement, you may not open another account. You can only have on account at one time. You can't sign in to another user's account.

5.7 We allow Users to sign up for Nativly Services through certain third-party services, such as Facebook and Google. Your use of these services in connection with the Nativly Services is subject to the terms and conditions of third party service providers. If you have any login or authentication issues, you should contact your third-party service provider. Nativly is not responsible for any loss or damage suffered by you or any breach of this Agreement arising from the acts or omissions of a third party service provider or due to a software or security problem with a third party service provider.

5.8 By registering an account on the Website, you agree that Nativly may send you detailed information about changes and enhancements to the Services. Nativly will communicate with the User primarily via the email address given in the registration form or transferred from a

third-party provider at the time of registration. Nativly can inform the User of any declarations of intent (e.g. terminations) that are relevant to the contact.

5.9 You can modify data that you have entered into the Service at any time by accessing your account and going to "Account".

6 SERVICE PACKS

6.1 When you sign up as a user, you first sign up for the Free Service Package; it will be recorded as a free user. Free users are not entitled to access all Services.

6.2 If you wish to purchase a Subscription Service, you can do so through a second, separate registration process that records your user credentials and billing information. Please note that orders for Nativly Paid Service Packages are executed by a third party payment provider.

6.1.2 To place an order for a Paid Service Package, you must be connected to the Internet and navigate to <https://nativly.app/app/premium> on the Website. After joining the site, prices for Paid Service Packages including any sales tax (VAT) will be available before you confirm your purchase. A confirmation email will be sent to you each time you purchase a Paid Service Package.

6.2.2 Paid Service Packages are offered on a subscription basis. Nativly offers Paid Service Packages with different subscription periods. By placing an order, you will make an offer to purchase the Paid Service Package specified in the order. By placing an order, you agree to pay the respective fees for the chosen Paid Service Package including any sales tax, (VAT if applicable) and any other fees associated with such Paid Service Packages. If your order is accepted, a confirmation will be sent to the email address you provided in your account. Payment will be made in advance, when the order confirmation email is sent to you. Nativly will also send you an order invoice containing order details and the amount payable. Invoicing takes place digitally.

6.2.3 Accepted Payment Methods: Nativly accepts the payment methods detailed on the Website at no additional charge. For some payment methods, the issuer may charge foreign transaction fees or other fees associated with the execution of the payment. Local tax charges may vary depending on the payment method you use. For details, contact your payment service provider.

6.2.4 Update payment methods. You can update your payment methods on the "Account" page. After each upgrade, you must authorize us to continue to charge the payment method (s) used.

6.2.5 By submitting your order, You agree that Nativly may send you detailed information about changes and enhancements to the Services and Products.

6.2.6 Nativly may refuse your order of the Paid Service Package for any reason.

6.2.7 Any subscription may be terminated at any time in all cases of improper use (as defined in clause 8), except otherwise provided in this Agreement.

6.2.8 Nativly shall not be liable for any loss or damage arising from your failure to accept or cancel your order.

6.2.9 By placing an order for a Paid Service Package, you also indicate that you understand and consent to the practises used to collect, use and disclose information relating to such purchase as described in our Privacy Policy:

https://nativly.app/assets/policies/Nativly_Privacy_Policy_1.0.pdf

7 SERVICE LIFETIME

7.1 As long as no Paid Service Package has been concluded, the User can terminate the Free Service Package by requesting the deletion of the User's account via email at: hello@nativly.app. After account deletion, You will no longer have access to Nativly services.

7.2 Paid Service Packages are subscriptions which automatically renew for the respective contractually agreed term. The length of the Subscription Period (e.g 1, 6 or 12 months) depends on the subscription type you choose when you subscribe for a Paid Service Package. You must specify one or more payment methods in order to use our Service. Nativly will charge you a subscription fee at the beginning of each Subscription Period. At the end of the Subscription Period, your subscription will be renewed for the same period of time, unless you cancel your subscription or Nativly terminates the access to your account (as defined in clauses 8 and 10). A confirmation email and a digital invoice will be sent to you at the time of renewal. You can check on the length of your subscription at any time by viewing your account information.

7.3 The payment date may be different in some cases, for example, when payment is unsuccessful via the provided payment method, or if there is no day in the month on which the chargeable subscription period has begun. You can view the upcoming payment deadline by navigating to the 'Account' page.

7.4 Subscriptions do not expire during the subscription period due to non-use of the subscribed Paid Service Package. You may cancel your Nativly subscription at any time from the date of the purchase to one day before the next renewal, in which case the Nativly service will remain available until the end of the Subscription Period. Any Service fees paid in advance are non-refundable and there is no refund or credit for a partial month subscription periods or unused Nativly content. You can cancel your subscription on the "Account" page by following

the cancellation instructions. If you cancel your subscription, your access to content included in the Paid Service Packages will be automatically ceased at the end of the Subscription Period. You can view the date your account was closed on the "Account Information" section of the "Account" page.

7.5 If due to expiration, insufficient funds, or for other reasons, the payment cannot be settled and the user does not cancel the subscription, we may suspend access to the service until we successfully charge the user with a payment.

7.6 You have the right to withdraw from this contract within 14 days without giving a reason. However, if you have used the Paid Service prior to exercising your cancellation right then you agree that you must pay the value of the Paid Service for the respective Subscription Period. To exercise your right of cancellation, you must inform Nativly by means of a clear statement at the following email address: hello@nativly.app.

7.7 Nativly may suspend or terminate your access to any of the Free Service Package or Paid Service Packages if Nativly has a reason to believe that you are in breach of or have acted inconsistently with these Terms or Services (as defined in clause 8 and 10).

8 USER BEHAVIOR AND USER CONTENT ON THE SERVICE

8.1 Nativly may only be used in accordance with this Terms and Services. The User is prohibited from using the Nativly Service for:

- Leasing their own user account or to grant sub-licenses;
- Reproducing, copying, duplicating, selling, reselling or exploiting any portion of any content and Nativly Services without the express prior written consent of Nativly.
- Engaging in any activity that is unlawful, misleading, malicious or discriminatory;
- Persecution, physical, psychological harassment, intimidation, threats or misuse of personal information;
- Engaging in any activity that may result in disabling or overloading of any Nativly Services, or that could prevent Nativly Services from functioning properly, such as denial of service attack or disruption of any function;
- Misleading use of personal data of another person, falsifying one's identity or contracting another person
- Soliciting, aiding, abetting or inciting a third party to commit or facilitate any offense or crime.
- Being defamatory, obscene, offensive, hateful or insulting;
- Promoting discrimination based on race, political views, sexuality, religion, nationality, disability, sexual orientation or age;
- Disclosing the name, address, telephone number, mobile phone or fax number, email address or other personal information of any other person;
- Infringing the copyright, database, trademark or other intellectual property of any other person;

- Breaching any legal obligation, such as contractual obligation or a confidentiality obligation towards any third-party;
- Any communication that contain any advertising or promotion of any service or web link, mobile application link or any other url pointing to other sites not affiliated with Nativly;
- Storing, editing, copying derivative works made by Nativly, developing derivative works based on them, or modifying them in any way.
- Using Nativly in any other improper manner that violates these Terms of Services.
- Sharing content that is not free of viruses, worms, Trojans or other programs that could jeopardize or impair the functioning of Nativly Services, other websites or the computers of other Users.

8.2 In the under 8.1 described cases, as well as in all other cases of improper use, the User agrees to indemnify the provider. In any case, the provider reserves the right to block user accounts without notice as soon as there is an indication of improper or abusive use and the provider has a legitimate interest in blocking (as defined in clause 10).

8.3 Nativly does not actively monitor User Content, but Nativly reserves the right, in its sole discretion, to block or delete User Content that breaches the Agreement.

9 INTELLECTUAL PROPERTY RIGHT

9.1 All lessons, texts, videos, audios, images and other copyrightable content and works made available by Nativly are protected by copyright. Any non-contractual use, especially for commercial or business purposes, requires the prior written consent of Nativly. Any use of all trademarks, brands, designs and business names used by Nativly in the context of the offer also requires the prior written consent of Nativly.

9.2 Nativly grants you a limited, personal, non-transferable, non-sublicensable, worldwide and non-exclusive licence to use the Site, the Service, the Content and the Software, in each case for your own personal, non-commercial use, in accordance with these Terms of Service.

9.3 Your licence to use the Software is restricted to use of the object code of the Software, and it is a condition of such licence that, except to the extent expressly permitted under applicable law, you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any rights in the Software. Additionally, you understand that you may have to agree to additional terms and conditions before you use such Software or any third party Content.

10 BREACH OF AGREEMENT

10.1 In the event that the User is in serious breach of this Agreement, without prejudice to any other rights and remedies available to him under this Agreement, Nativly shall:

- temporarily or permanently suspend a User's access to your account;
- temporarily or permanently suspend a User's access to the Nativly Services;
- remove temporarily or permanently the User Content already posted by the user on the Website;
- terminate this Agreement without refund of Service Fees;
- Institute legal proceedings against the Suer, using any remedies it deems appropriate;
- make such data available to law enforcement authorities to the extent it deems necessary or required by law.

10.2 Nativly shall not be liable for any loss or damage which You may suffer as a result of your breach of this Agreement.

11 ABUSE OF NATIVLY SERVICES

11.1 The user is responsible for any loss or damage suffered by Nativly (and undertakes to reimburse such damages and losses, including any litigation fees, if applicable) arising out of: (i) user content shared on the Website that violate a party's rights, such as, but not limited to, the intellectual property, confidentiality or data protection rights of a third party; or (ii) use of the Services in a manner that violates applicable law.

12 LIABILITY

12.1 Nativly is not responsible for the activities of Users. Nativly does not influence or direct the User's activities on the Website. Nativly is not responsible for any offensive, inappropriate, obscene, defamatory or otherwise unlawful or objectionable user content that may appear on the Website.

12.2 Nativly strives to provide a seamless and secure service, but no website can guarantee to be up-to-date and error free at all times. The site may become offline and certain features may be disabled by Nativly to perform repair and maintenance tasks as well as introduce new features or services. The Website and the Nativly Services are, therefore, provided as is and may be used by users at their own risk. Nativly makes no commitment that the Website and the Nativly Services will be available permanently or at any particular time.

12.3 Nativly shall not be liable for:

- any loss not caused by Nativly's breach of this agreement, or
- business loss (such as loss of profit, loss of revenue, loss of contracts, loss of expected savings, loss of data, or loss of goodwill or useless expenses), or

- any loss that was not foreseeable to either the User or Nativly at the time the User began to use Nativly Services.

13 OTHER IMPORTANT TERMS

13.1 There may be circumstances beyond Nativly's reasonable control that may prevent Nativly from providing the Nativly Services. Examples of circumstances beyond Nativly's reasonable influence include, but are not limited to, any of the following: natural disaster, war, riot, civil disobedience, state action, explosion, fire, flood, storm, accident, strike, disqualification, trade union dispute, or labor disruptions, plant or equipment downtime, and disruption of energy and raw materials. Nativly, while making any effort to provide the Nativly Services, cannot be responsible for any failure or delay in the provision of the Service. In such event, Nativly may device to cancel the Paid Service Packages, and refund any amounts for the period during which you were unable to provide the Paid Service Packages, as well as the remainder of the Subscription Period. If Nativly is unable to provide the Nativly Services for 30 days or more, you may cancel the Paid Services Package, in which case Nativly will refund the amounts for the period during which you were unable to provide the Paid Service Package and also for the remainder of the Subscription Period.

13.2 The failure of Nativly to enforce this Agreement or any of its rights at any time with respect to You shall not prevent Nativly from exercising this Agreement or its rights at any time or at any time thereafter.

13.3 If the Court determines that any portion of this Agreement is unlawful, unenforceable or invalid, the remainder of this Agreement, if it is still possible, shall remain in full force and effect.

13.4 The User may not act as a Nativly representative

13.5 The User may not assign its accounts or its rights and obligations under this Agreement.

13.6. Nativly may transfer rights or obligations under this Agreement to another entity, but this shall not affect the rights or obligations of the User under this Agreement. Whenever this occurs, Users will receive written notice in all cases.

13.7 Except otherwise provided in this Agreement, a person who is not a party to this Agreement shall not have the rights granted under the Contracts (Third Party Rights) Act 1999 to enforce the provisions of this Agreement. However, no other person's consent is required to terminate, modify or settle the dispute between the User and Nativly under this Agreement.

14 APPLICABLE LAW AND JURISDICTION

14.1 Any dispute relating to this Agreement or the Nativly Services shall be governed by the laws of Hungary and any dispute relating to the Agreement or the Nativly Services shall be brought before the courts of Hungary.

14.2 Nativly does not participate in any dispute settlement proceedings before a consumer arbitration board in the sense of the Consumer Dispute Settlement Act.

15 CONTACTING NATIVLY

15.1 If you need to contact Nativly, including as required by this Agreement, you may send an email to hello@nativly.app

16 GENERAL PROMOTIONAL TERMS

16.1 General provisions

16.1.1 These General Terms of Service are complemented by our Privacy Policy.

16.1.2 The *Promoter* and the terms *we* or *us* refer to Nativly.

16.1.3 From time to time, we will organise promotions for the Nativly Website and its Services.

16.1.4 Nativly promotions will normally be available in combination with other promotions or benefits, unless expressly excluded by the terms of specific promotion.

16.2 Participants

16.2.1 Each participant must be at least 18 years old (the *Participants*).

16.2.2 Distributors or other resellers will be excluded from our promotions. Distributors are not allowed to represent their customers.

16.2.3 All participants are deemed to have accepted this Terms of Service and Conditions as binding.

16.3 Coupons and offers

16.3.1 We may from time to time send you Vouchers (or Coupons) by email or display them on the Nativly Website. These are the codes that you may enter on our Website to participate in specific promotions. Coupons are subject to this Terms of Service and will be notified to you upon issuance of the Coupons.

16.3.2 The Coupon will be redeemed by entering the associated code at the appropriate point in the payment process on the Website.

16.3.3 Unless expressly stated otherwise at the time of issue, each Coupon may be used only once by its recipient and, and in its case, only once.

16.3.4 When an online quote states that a discount of up to a specified percentage applies to your purchase, the discount offered is only for the products that qualify.

16.3.5 In accordance with the laws and policies issued in the countries in which the Website is located, the Coupons shall be treated as cash, and as a result the applicable sales tax will be charged on the total amount of the order and, unless otherwise stated in the Terms of Services

16.3.6 Web Coupons may only be used on the Website.

16.3.7 From time to time, we may exclude certain services from our coupon offers, which we will notify you along with your Coupons or via the Website.

16.3.8 We may limit the redemption of the Coupons to certain services and time, in which case you will be notified when the vouchers are issued.

16.3.9 No Coupon may be copied, reproduced, distributed, or published, directly or indirectly, in any form or by any means, without prior written permission.

16.3.10 Coupons distributed without the written approval of Nativly are not valid and must be withdrawn or rejected.

16.3.11 By using Coupons, you warrant to us that you are a duly authorized recipient of the Coupon and that you will use it in good faith.

16.3.12 If you redeem Vouchers or attempt, or encourage, the redemption of Vouchers to which you or a third party are not entitled, you may be committing a civil offense or a criminal offense.

16.3.13 If we reasonably believe that any of the Coupons will be unlawfully or unlawfully used we may refuse or revoke the Coupons and terminate your subscription (as defined in clause 8 and 10), and you agree not to file any claim against us for any such rejection or revocation. We reserve the right to take any further action that we deem appropriate in such cases.

16.3.14 The promoter reserves the right to verify that claims submitted are in compliance with these Terms and to request additional information and supporting documentation in this regard. The Promoter reserves the right to exclude and / or Participants if it believes that the Promotion is being abused in any way.