

## **Evolytes**

### **Terms and Conditions**

#### **Who we are and what this agreement does**

We Evolytes ehf., Reg. No. 6006171250, Eskihlíð 6B, 105 Reykjavik, Iceland, license you to use:

- The Evolytes ipad app, the data supplied with the software (together, the “**App**”) and any updates or supplements to it.
- The Evolytes web app, the data supplied with the software (together, the “**Website**”)
- The service you connect to via the App and Website and the content we provide to you through it (the “**Service**”).

as permitted in these terms.

The App, Website and Service is referred to as the “**Platform**”.

#### **About the platform**

The Evolytes platform teaches children math at an accelerated rate through a mobile game which provides individualized material in real time. A monitoring web app is part of the platform which gives a comprehensive real time overview of the students progress, strengths and weaknesses.

#### **Subscriptions**

Access to the platform is sold as a subscription.

#### **Subscription Refunds & Cancellation**

Subscriptions are non-refundable unless we have been unable to provide you with the service outlined in this contract which is evaluated on a case by case basis. Please contact customer support at: [evolytes@evolytes.com](mailto:evolytes@evolytes.com).

Subscription cancellations, which are done in student settings on the platform, take effect at the end of the current subscription term. If you have any issues please contact customer support to cancel the subscription at: [evolytes@evolytes.com](mailto:evolytes@evolytes.com).

#### **Books**

The Evolytes educational books integrate with the platform and are offered as single purchases and are included with some subscriptions depending on the region and subscription tier.

#### **Return and refund policy for books**

You have 14 calendar days to notify us that you want to return an item from the date you received it. To be eligible for a refund, your item must be unused and in the same condition that you received it in. Items need to have the receipt or proof of purchase.

Once an item being refunded is received we will inspect and notify you that we have received your returned item. We will notify you immediately on the status of your refund after inspecting them. If your return is approved, we will initiate a refund to your credit card (or original method of payment). You will receive the credit within 14 days, depending on your card issuer's policies.

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are nonrefundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

### **Shipping & order processing**

Orders are processed in 1-3 business days for shipping.

We currently only ship to Iceland, France and Great Britain. Domestic shipping in Iceland takes 2-5 business days, but can take longer depending on the carrier. International shipping takes 7-14 business days.

For shipping to other countries please contact customer support.

### **Your privacy**

We only use any personal data we collect through your use of the App and the Services in the ways set out in our privacy policy <https://www.evolytes.com/privacy>.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App, Website or any Service may be read or intercepted by others.

### **Operating system requirements**

The app requires an iPad device with a minimum of 512 mb of memory and the iOS operating system with a minimum version of 10.0.

### **Support for the Platform and how to tell us about problems**

**Support.** If you would like to learn more about the App or the Service or have any problems using them please take a look at our support resources at <https://www.evolytes.com>.

**Contacting us (including with complaints).** If you believe the App or the Services are faulty or misdescribed or wish to contact us for any other reason, please email us at [evolytes@evolytes.com](mailto:evolytes@evolytes.com) or by phone to +354 8473900.

**How we will communicate with you.** If we have to contact you, we will do so by email using the contact details you have provided to us.

**How you may use the Platform, including how many devices you may use it on**

In return for your agreeing to comply with these terms you may:

- download a copy of the App onto as many devices as you please and view, use and display the App and the Service on such devices for your personal purposes only; and
- access the Website on as many devices as you please and view, use and display the Website for your personal purposes only.
- receive and use any free supplementary software code or update of the Platform incorporating “patches” and corrections of errors as we may provide to you.

### **You must be 18 to accept these terms**

You must be aged 18 or over to accept these terms and buy a subscription to the Platform or a book.

### **You may not transfer the App to someone else**

We are giving you personally the right to use the App and the Service as set out above. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

### **Changes to these terms**

We may need to change these terms from time to time.

We will give you at least 30 days notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you might not be permitted to continue to use the App and the Service.

### **Update to the Platform and changes to the Service**

From time to time we may automatically update the Platform and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App, Website and the Services.

### **We may collect technical data about your device**

By using the Platform or any of the Services, you agree to us collecting and using technical information about the devices you use the Platform on and related software, hardware and peripherals to improve our products and to provide any Services to you.

### **Licence restrictions**

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App, Website or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Website, or Services, except as part of the normal use of the Platform or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Website or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App, Website and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App, Website or the Services nor attempt to do any such things; and
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App, Website or any Service.

#### **Acceptable use restrictions**

You must:

- not use the App, Website or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App and Website, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App, Website or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App, Website or any Service;
- not use the App, Website or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

#### **Intellectual property rights**

All intellectual property rights in the App, Website and the Services throughout the Platform belong to us (or our licensors) and the rights in the App, Website and the Services are licensed (not sold) to you. You have no intellectual property rights in, or

to, the App, Website or the Services other than the right to use them in accordance with these terms.

**Our responsibility for loss or damage suffered by you**

**We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**We are not liable for business losses.** The App, Website and the Service is for domestic and private use. If you use the App, Website or the Service for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Limitations to the App and the Services.** The App, Website and the Services are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App, Website or the Service. Although we make reasonable efforts to update the information provided by the App, Website and the Service, we make no representations, warranties or guarantees, whether expressed or implied, that such information is accurate, complete or up to date.

**Check that the App and the Services are suitable for you.** The App, Website and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App, Website and the Services (as described on the App Store or the Evolytes website) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Services or support for the App, Website or the Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

**We may end your rights to use the App and the Services if you break these terms**

We may end your rights to use the App, Website and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App, Website and Services:

- You must stop all activities authorised by these terms, including your use of the App, Website and any Services.
- You must delete or remove the App and Website from all devices in your possession and immediately destroy all copies of the App and Website which you have and confirm to us that you have done so.
- We may cease providing you with access to the App, Website and the Services.

**We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**You need our consent to transfer your rights to someone else**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

**No rights for third parties**

This agreement does not give rise to any rights to third parties to enforce any term of this agreement.

**If a court finds part of this contract illegal, the rest will continue in force**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**Even if we delay in enforcing this contract, we can still enforce it later**

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**Which laws apply to this contract and where you may bring legal proceedings**

These terms are governed by Icelandic law and you can bring legal proceedings in respect of the App, Website and Service in the courts of Iceland. Notwithstanding the foregoing, we are entitled to issue legal proceedings against you in any competent jurisdiction.