EDUNAKHO | Terms and conditions for educational institution

Version 4.0 | January 2025

This document contains the terms and conditions of EDUNAKHO B.V., with its principal office located at Singel 92 C in 1015AD Amsterdam, the Netherlands and registered with the Dutch Chamber of Commerce under registration no. 77866282, hereinafter referred to as: EDUNAKHO.

These terms and conditions and data processing addendum ('DPA') are applicable to any agreement for the provision of services by EDUNAKHO ('Agreement') entered into by EDUNAKHO and the educational institution ('Customer') that opens an account on one of the EDUNAKHO websites: www.mastertube.com, www.mbatube.com, www.mbagradschools.com and/or www.mastergradschools.com ('Websites').

EDUNAKHO and Customer may collectively be referred to as 'Parties' and individually as 'Party'.

Article 1. Conclusion, scope and nature of Agreement

CONCLUSION

1.1 The Agreement is concluded with Customer's completion of the registration form for an Account on the Website(s), and subsequent receipt of a registration confirmation from EDUNAKHO, automated or otherwise.

GENERAL

1.2 The Agreement governs the access to and use of the Website(s), video platform(s), products and/or services ('Services') by Customer and the provision of the Services to Customer by EDUNAKHO.

1.3 In addition to the Agreement specific terms and conditions may apply to certain Services ('Additional Terms'). Such Additional Terms will be made available to Customer with the relevant Services before use and will become an integral part of the Agreement if Customer uses those Services. The following ranking applies where the document is higher on the ranking precedes the document below: a. The DPA; b. Additional Terms; c. Terms of use.

AMENDMENTS AND MODIFICATIONS

1.4 EDUNAKHO may, from time to time, amend the Agreement, DPA and Additional Terms. Customer will be notified in writing of any amendments of the Agreement and the DPA at least one (1) week before they come into effect. Amendments of Additional Terms will be published with the relevant Services and will come into effect according to the Additional Terms' respective amendment provisions. If Customer does not agree to the modified terms, Customer should discontinue its use of the Services and close its Account, thus terminating the Agreement.

1.5 EDUNAKHO may, from time to time, modify the Services. If EDUNAKHO makes a material change to the Services EDUNAKHO will inform Customer, provided that Customer has subscribed with EDUNAKHO to

be informed about such change.

1.6 In neither case, as mentioned in Article 1.4 and Article 1.5, will Customer be entitled to any refund of any sums previously paid to EDUNAKHO (including outstanding credits) or will EDUNAKHO be liable for any loss or damage, of any kind, direct or indirect, in connection with or arising from a modification of the Agreement or the Services.

EDUNAKHO OBLIGATIONS

1.7 EDUNAKHO, as part of the Services, will:

a. provide a platform to Customer to distribute information on its organisation and master studies (‘Customer Content’) to EDUNAKHO’s consumer end users (‘End Users’), provided and to the extent that such distribution is supported by the functionality offered by the Services;
b. provide Customer with information on End Users using the Website(s) to search for or show interest in Customer’s and other educational institutions’ organisation and master studies (‘End User Data’), provided and to the extent that such provision is part of the Services which Customer has subscribed to and paid for; and
c. provide all other Services to Customer, which EDUNAKHO specifically committed itself to in any Additional Terms or in a separate written agreement.

1.8 All obligations to be carried out by EDUNAKHO constitute obligations of effort. Only in case Parties have specifically agreed otherwise, by having stated so in a separate written agreement and in a specified manner, an obligation to be carried out by EDUNAKHO will constitute an obligation of result. In the event of doubt as to the nature of one of EDUNAKHO’s obligations, such obligation shall be deemed to be a best effort obligation unless proven otherwise by Customer.

CUSTOMER OBLIGATIONS

1.9 Customer will:

a. compensate EDUNAKHO for the Services;
b. provide EDUNAKHO with the co-operation, accurate and up-to-date information, materials and data reasonably requested by EDUNAKHO in order to ensure an adequate execution of this Agreement; and
c. Comply with all other obligations of Customer as described in the Agreement.

1.10 Customer agrees not to, and not to allow third parties, to use the Services:

a. for other purposes than promoting its own organisation and/or master studies to the End Users;
b. to violate, or encourage the violation of, the legal rights of others or any law;
c. for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
d. to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
e. to alter, modify, disrupt, disable, circumvent, impair or interfere, directly or indirectly, with any part of the Services;

f. to collect any personal data of any End User of the Services without prior written approval of EDUNAKHO;
g. to collect, copy, reproduce, transmit, broadcast, display, sell, license or otherwise exploit or distribute any part of the Services, including but not limited to the text, comments, reviews, links, playlists, graphics, photos, sounds, videos and other materials and information Customer may view on or access through the Services, not being Customer Content ('Other Content'), without prior written approval from EDUNAKHO or the licensors of the Content.

1.11 Customer needs an account ('Account") in order to access the Services of EDUNAHKO. Customer is able to create his own Account with administrator access and can give other administrator rights to other Accounts registered at the Websites of EDUNAHKO. Customer may share the username and password of its Account with one or more of its employees. Customer is responsible for (i) its employees keeping their username and password combination confidential in regards to their Account and (ii) ensuring that all activities that occur through an Account comply with the Agreement and, mutatis mutandis, the terms of use which cover the use of the Services by natural persons and which can be found at mastertube.com/page/terms-of-use ('Terms of Use').

The use of Accounts by the Customer is the responsibility and at the risk of the Customer. EDUNAHKO may assume that everything that occurs from the Accounts is done under the direction and supervision of the Customer.

If login credentials for an Account are lost or leaked, the Customer will immediately take all measures that are reasonably necessary and desirable to prevent misuse of the Account. These measures may include changing the password or blocking the Account. The Customer will also promptly notify EDUNAHKO so that additional measures can be taken to prevent misuse of the Account.

1.12 Customer may appoint a limited number of End Users to act as ambassadors on its behalf through the Services. Customer acknowledges that such ambassadors are in noway affiliated with EDUNAKHO. Responsibility for any content or other information entered into and/or published through the Services by Customer and/or the ambassadors in relation to the ambassadorship rests with the Customer and/or ambassador respectively. EDUNAKHO shall assume no liability in this regard. Customer will ensure that it has received all necessary consents, licenses and permissions in relation to the information (including personal data) entered into the Services in relation to the ambassadorship.

1.13 Customer will not (i) sell, resell, lease or the functional equivalent, the Services to a third party, (ii) attempt to reverse engineer the Services or (iii) attempt to create a substitute or similar service through use of, access to, the Services.

Article 2. Default

2.1 A Party is in default if it has failed to meet any material obligation due under this Agreement (i.e. a material breach) and, to the extent that remedy is possible, it has not remedied such non-performance within a reasonable term as granted to it by the other Party in a written notice of default ('Default'). Any

notice or other written communication in which a Party clearly states that the other Party is not fulfilling its obligations, which obligations it is not fulfilling and requesting the remedy of such non-performance within a reasonable term, shall be considered as a notice of default.

2.2 For the purpose of this Agreement, breaches of any of Customer's obligations under this Agreement that individually do not constitute a material breach may collectively be deemed a material breach.

2.3 Repeated breaches or a series of breaches of the Agreement by Customer (whether or not remedied) of such frequency or nature that they have a material impact on the conduct of EDUNAKHO's operations or business will in any event qualify as a material breach.

Article 3. Term and termination

TERM

3.1 The Agreement is effective as of the date of the event described in Article 1.1 ('Effective Date') and shall remain in full force and effect until the earlier of (i) Customer discontinues its use of the Services and closes the Account or (ii) the Agreement is terminated by either Party as described below.

TERMINATION FOR BREACH

3.2 A Party may at its option terminate this Agreement in whole or in part with immediate effect by notifying the other Party in writing if the other Party is in Default.

TERMINATION FOR CAUSE

3.3 Without prejudice to any of its other rights and obligations, a Party may at its option terminate this Agreement with immediate effect by notifying the other Party in writing if any of the following events occurs:

a. The other Party has ceased to exist or has been dissolved;
b. The other Party has been declared bankrupt, or it has been granted suspension of payments;
c. The other Party's business has been discontinued without providing a solvent and for the former Party acceptable successor continuing the other Party's obligations under this Agreement;
d. The other Party is unable to perform its obligations due to a force majeure event, provided that the force majeure event lasts more than 30 days and the Parties, after good faith negotiation, are unable to reach a temporary solution for the force majeure period.

3.4 EDUNAKHO may (partially) terminate Customer's use of the Services and the Agreement at any time and with or without prior notice or explanation, if:

a. EDUNAKHO is required to do so by law
b. Customer is subject to a change of control
c. EDUNAKHO decides to cease providing the Service; or
d. providing the Service is, in EDUNAKHO's opinion, no longer commercially viable.

3.5 Only in case of each of Article 3.4.b and Article 3.4.d shall EDUNAKHO, where possible, give reasonable notice of such termination.

EFFECTS OF TERMINATION

3.6 In deviation of Dutch law, termination or dissolution for breach as described above will not cause any obligations to undo.

3.7 Termination of the Agreement will:

a. be without compensation by EDUNAKHO and without liability or obligation from EDUNAKHO to Customer;
b. not discharge Customer from any outstanding payment obligations towards EDUNAKHO;
c. not entitle Customer to any refund of any sums previously paid to EDUNAKHO (including outstanding credits); and
d. not discharge Customer from obligations, which, by their nature, are intended to continue in force thereafter. These obligations include in any event any indemnifications, warranties and limitations and the provisions on intellectual property rights, data protection, disputes and the applicable law.

Article 4. Suspension

EDUNAKHO is entitled to suspend the provision of the Services if Customer fails to meet its obligations under the Agreement.

Article 5. Charges and payment

GENERAL

5.1 Services will not be rendered by EDUNAKHO until EDUNAKHO has been able to verify that the relevant payment due has actually been received by EDUNAKHO

CHARGES

5.2 The charges payable by Customer for the Services (‘Charges’) are specified on the relevant order page of the Website(s) (‘Order Page’) or invoice.

5.3 Prices are in Euro and exclusive of value added tax, unless otherwise indicated on the relevant Order Page or invoice.

5.4 Customer is responsible for any duties, customs fees or taxes associated with the saleof the Services, including any related penalties or interest (‘Taxes’), and Customer willpay the Charges without any reduction for Taxes. If EDUNAKHO is obligated to collector pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides EDUNAKHO with a valid tax exemption certificate authorised by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to EDUNAKHO, Customer must provide EDUNAKHO with an official tax receipt or other appropriate documentation to support such payments.

PAYMENT

5.5 All payments are in Euro unless otherwise indicated on the relevant Order Page or invoice.

5.6 Payments can either be done by (i) online payment, e.g. credit card, debit card, PayPal, etcetera, (ii) prepaid credits and (iii) bank payment on the basis of an invoice. Any charges applying to these payment methods are for the account of Customer.

5.7 In case Charges are invoiced, the relevant invoice will mention the applicable payment term.

5.8 Interest shall accrue on overdue payments, calculated on a day-to-day basis (both before and after any judgement) from the due date for payment to the date of full payment at the rate of 2% above EURIBOR.

Article 6. Customer Content

6.1 Customer is entitled to submit Customer Content to the Website(s) and video platform(s) to the extent and in the form the functionality of the Services allow such.

6.2 Customer is and will at all times remain solely responsible for its Customer Content and the consequences of submitting it. EDUNAKHO expressly disclaims any and all liability in connection with the Customer Content.

6.3 Customer may not submit Customer Content that is violating any law, the Agreement, the Terms of Use and/or any applicable Additional Terms.

6.4 EDUNAKHO has the right, but not the obligation, to review Customer Content in orderto determine whether such Customer Content is illegal or in violation of the Agreement, Terms of Use and/or any applicable Additional Terms. EDUNAKHO may remove, edit or reject Customer Content, without notice to Customer and at its sole discretion, if EDUNAKHO believes that such Customer Content is (potentially) in violation of any law, the Agreement, the Terms of Use or any applicable Additional Terms or (potentially)contrary to EDUNAKHO’s commercial interests.

Article 7. Intellectual property

DEFINITIONS

7.1 For the purpose of this Article 7 ‘Intellectual Property Rights’ means patents, trademarks, copyright, typography rights, database rights (including rights of extraction), registered designs and unregistered design rights, trade secrets and the right to keep information confidential, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered and including applications for registration of any of them.

7.2 For the purpose of this Article 7 ‘IPR Materials’ means any material or information(including but not limited to text, graphics, photo’s, sounds, videos, (trade) names, logos, symbols, designs, domain names,

software, documentation and data) of either Party or its third party licensors which (i) is or forms part of the Services, (ii) is used by EDUNAKHO or its subcontractors for the provision of the Services or (iii) is used by Customer, directly or indirectly, for or in relation to the receipt of the Services and:

a. exists at the Effective Date; or
b. is created, written or otherwise brought into existence after the Effective Date, but independently and not pursuant to the Agreement.

7.3 Customer Content is considered IPR Material of Customer.

INTELLECTUAL PROPERTY RIGHTS

7.4 This Agreement does not affect the ownership of Intellectual Property Rights in IPR Materials. All Intellectual Property Rights in a Party's IPR Materials shall remain exclusively vested in that Party and its licensors.

7.5 All Intellectual Property Rights that can be exercised in relation to (the results of) the Service are vested in EDUNAKHO or its licensors.

LICENSE

7.6 By submitting Customer Content Customer grants:

a. to EDUNAKHO, a worldwide, irrevocable, non-exclusive, royalty-free, transferable, perpetual and in all other ways unrestricted license to use, reproduce, distribute, prepare derivative works of, modify, perform, display, publish and otherwise exploit all or any portion of the Customer Content in connection with the Services and otherwise in connection with EDUNAKHO's business, including without limitation forthe promotion of the Services, for example by publishing the Customer Content onits social media platforms and by way of its newsletters. The license includes the right for EDUNAKHO to grant sub-licenses others to the same extent;
b. to other users of the Services, including End Users, a worldwide, irrevocable, non- exclusive, royalty-free, perpetual license to access the Customer Content through the Services and to use the Customer Content to the extent permitted by the functionality of the Services and under the Terms of Use and any applicable Additional Terms.

Article 8. Representations, warranties and disclaimers

WARRANTIES

8.1 Each Party represents that it has full power and authority to enter into the Agreement. Each Party warrants that it will comply with all laws and regulations to its provision, or use, of the Services, as applicable.

8.2 Customer represents and warrants that it has all necessary rights, licenses, permissions and consents which are required to enable EDUNAKHO to use the Customer Content for the purposes of providing the Services.

8.3 Customer represents and warrants that the Customer Content does not contain any material that is subject to Intellectual Property Rights of third parties, unless Customer has the right, license, permission or consent from the rightful owner to do so and to grant EDUNAKHO and the other users of the Services the license described in Article 7.6.

DISCLAIMERS

8.4 Customer acknowledges that the Services are provided ‘as is’.

8.5 Customer acknowledges and agrees that, to the fullest extent permissible by law, EDUNAKHO nor its partners (e.g. suppliers, licensors, distributors) make any warranty or representation of any kind to Customer with respect to the Services. In particular EDUNAKHO does not warrant or represent to Customer that:

a. Customer’s use of the Services will meet its requirements;
b. the Services will provided uninterrupted, timely, secure or free from errors; and
c. defects in the operation of the Services or functionality offered by the Services will be corrected.

Article 9. Liability and indemnification

EXCLUSION

9.1 Neither Party will be liable (whether in contract, tort, (including negligence) or otherwise) for any indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, even if that Party has been advised of or should have been aware of their possibility.

LIMITATION

9.2 In respect of any liability which is not within the scope of Article 9.1, EDUNAKHO’s liability under or in connection with this Agreement shall not exceed the smaller of:

a. the amount paid by Customer to EDUNAKHO hereunder during the six months prior to the event giving rise to liability; or
b. 10,000 Euro

EXCEPTIONS

9.3 The exclusion and limitation of liability above do not apply for:

a. death or personal injury to the extent it results from the negligence of a Party, its employees or subcontractors in the course of their engagement;
b. wilful intent, fraud and gross negligence;
c. violation by Customer of EDUNAKHO’s or its licensors’ Intellectual Property Rights; and
d. indemnification obligations

INDEMNIFICATION

9.4 Customer indemnifies and holds EDUNAKHO and its partners (e.g. suppliers, licensors, distributors) harmless from any and all claims, liabilities, losses, damages, costs and expenses in connection with or arising from (i) Customer's use of the Services, (ii)Customer's or its employees' failure to comply with the Agreement, the Terms of Use and the applicable Additional Terms, including but not limited to Customer breaching Article or (iii) customer content.

FORCE MAJEURE

9.5 EDUNAKHO cannot be obliged to perform any obligation under the Agreement if the performance is prevented due to force majeure. EDUNAKHO is not liable for any loss and/or damage due to force majeure.

9.6 Force majeure is considered to exist in any event in case of power outages, Internet failures, telecommunication infrastructure failures, network attacks (including D(DOS)attacks), attacks by malware or other harmful software, civil commotion, natural disaster, terror, mobilisation, war, import and export barriers, strikes, stagnation in supplies, fire, floods and any circumstance whereby EDUNAKHO is not enabled to perform or prevented from performing by its suppliers, irrespective of the reason..

Article 10. Confidentiality

CONFIDENTIALITY

10.1 Each Party undertakes to the other that (unless the prior written consent of the other Party has first been obtained) it shall keep confidential and not by failure to exercise due care or otherwise by any act or omission disclose to any person whatever, or use or exploit commercially for its or their own purposes, any confidential information ('Confidential Information') of the other Party. For the purpose of this Agreement, Confidential Information includes documents, specifications, (personal) data, audits as well as other information, which is either designated as such or is to be regarded as confidential by its nature.

10.2 Confidential Information does not include information that (i) the recipient of the Confidential Information already knew, (ii) becomes public through no fault of the recipient, (iii) was independently developed by the recipient or (iv) was rightfully given to the recipient by a third party.

EXCEPTIONS

10.3 Each Party may disclose the other Party's Confidential Information when required by law but only after it, if legally permissible (i) uses commercially reasonable efforts to notify the other Party and (ii) gives the other Party the chance to challenge the disclosure.

10.4 Pursuant to Article 7.6.a Customer agrees that EDUNAKHO may include Customer's name and logo in a list of EDUNAKHO customers, online or in promotional materials and use Customer Content to that extent. Customer also agrees that EDUNAKHO may verbally reference Customer as customer of EDUNAKHO's Services.

Article 11. Availability and maintenance

11.1 EDUNAHKO will use reasonable endeavors to realize the uninterrupted availability of its Sevices, but offers no guarantees in this regard unless otherwise agreed by means of a service level agreement. EDUNAHKO also makes no promises or guarantees as to security, availability and integrity of data transfers while making use of the Services, unless it explicitly states otherwise.

11.2 EDUNAHKO regularly carries out maintenance, adjustments or improvements of its Services, which could lead to unavailability of the Services. Should maintenance, adjustments or improvements require a reduced or total unavailability of the Services, then EDUNAHKO will attempt to carry out such maintenance as much as possible outside of office hours and will endeavor to notify Customer in advance of the scheduled maintenance. However, EDUNAHKO is in no case liable to compensate any damage arising in connection with such maintenance, unless otherwise agreed bymeans of a service level agreement. If EDUNAHKO considers that there is a danger tothe functioning of its Services, EDUNAHKO will have the right to implement all measures it considers reasonably necessary to avert or prevent this danger, without first notifying Customer. Since the Services are provided over the public internet, Customer is itself responsible for acquiring appropriate internet access and suitable anti-virus protection and the like. EDUNAHKO accepts no liability in this regard.

Article 12. Miscellaneous

12.1 Unless specified otherwise herein, all notices must be in writing and addressed to the attention of the other party’s legal department and primary point of contact.

12.2 Where the Agreement refers to “written” or “in writing”, this also includes e-mail communication provided the identity of the sender and the integrity of the content can be adequately established.

12.3 Customer may not assign or transfer any of its rights and obligations under this Agreement to any third parties without the written consent of EDUNAKHO.

12.4 No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

12.5 If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.6 Parties are independent contractors and this Agreement does not create an agency, partnership or joint venture.

12.7 Nothing in this Agreement is intended to confer any benefit on any third party or any right to enforce a term contained in this Agreement.

12.8 The Agreement is governed by the laws of the Netherlands. Any legal matter about or in connection with the Agreement will be submitted to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.

12.9 Any amendments to the Agreement must be in writing and expressly state that it is amending this Agreement