

TERMS OF USE OF THE YOUNGLINK PLATFORM

Last updated: July 31, 2025

1. Introductory Provisions

- 1.1. These Terms of Use, including the Privacy Policy available at [LINK] and any other accompanying documentation (collectively, “**Terms**”), govern the basic rights and obligations of the Provider and Visitors of the Platform operated by the Provider, through which the Provider offers its Services (as the terms are defined below).
- 1.2. By accessing and using the Platform, you, as a Visitor, confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree to the Terms, you are not entitled to use the Platform.
- 1.3. The Provider may update or modify these Terms at any time, in its sole discretion. The Visitor is responsible for reviewing the Terms periodically for any changes. If a revision materially affects the Visitor’s rights or obligations, the Provider may require the Visitor to expressly accept the updated Terms before continuing to access or use the Services. Material changes will become effective upon such acceptance. All other changes will become effective upon their publication on the Platform.
- 1.4. For the purposes of these Terms, the following terms shall have the following meanings:

“**Visitor**” means any natural or legal person who accesses the Platform;

“**Order**” means a specified request made by a Visitor on the Platform for the purpose of ordering the Service;

“**Platform**” means the YoungLink sociometric app operated by the Provider available at www.app.younglink.app;

“**Provider**” or “**YoungLink**” means YoungLink Inc., a Delaware corporation;

“**Services**” means the services provided by the Provider in connection with the Platform, including but not limited to access to and use of the YoungLink sociometric app, and, where applicable, other related services according to the Provider's then-current service offering on the Platform.

2. Order

- 2.1. Access to certain Services offered through the Platform may be purchased either (i) by submitting an online Order directly through the Platform, or (ii) under a separate written license agreement executed between the Visitor’s institution and the Provider (a “**Custom Agreement**”).
- 2.2. To submit an Order, the Visitor must log in to the Platform using an email address associated with their school or educational organization. The Order will be deemed submitted once the

Visitor completes the purchase process and selects the desired number of assessments or measurement sessions. However, the Order is not binding until accepted by the Provider.

- 2.3. The Provider reserves the right to accept or reject any Order in its sole discretion, including, without limitation, in the event that the Services are unavailable, the Visitor has breached these Terms or any prior agreement with the Provider, or there is an outstanding payment owed. The Provider may request additional information to clarify or complete an Order before acceptance. The Provider will promptly notify the Visitor if it does not accept their Order.

3. Pricing and Payment Terms

- 3.1. Unless otherwise agreed in writing, the prices for Services are listed in the Service offering available on the Platform. The Service offering is provided for informational purposes only and is subject to change without notice. No pricing, feature, or availability information on the Platform constitutes a binding offer.
- 3.2. Prior to submitting an Order, the Visitor will be shown the final total price for the selected Services, and they will have the opportunity to review it before completing the Order.
- 3.3. All Services must be paid in advance and, unless otherwise specified, are invoiced for a twelve (12) consecutive-month term. Services are non-refundable except as required by applicable law.
- 3.4. Payment must be made via credit card or other supported electronic payment methods made available during checkout. The Provider partners with third-party payment processors (e.g., [Stripe or PayPal]) to securely process all transactions. By submitting payment, the Visitor authorizes the Provider or its payment processor to charge the applicable fees to their designated payment method.
- 3.5. The Visitor is responsible for ensuring that their billing information is current and accurate. Failure to complete payment may result in suspension or termination of access to the Services until all outstanding amounts are paid in full.

4. License and Usage Rights

- 4.1. The Platform and the Services are owned by the Provider. All content, technology, and materials made available through the Services, including the user interface, survey and reporting tools, data structures, proprietary algorithms, visual designs, graphics, compilations, educational content, software (including source and object code), documentation, and other elements provided by the Provider (collectively, the “**YoungLink Materials**”) are protected by applicable intellectual property laws, and remain the sole and exclusive property of the Provider or its licensors.
- 4.2. Subject to the Provider’s acceptance of the Visitor’s Order, payment of the purchase price, and the Visitor’s full and ongoing compliance with these Terms, the Provider grants the Visitor a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services solely for the Visitor’s internal, non-commercial, educational or administrative purposes.

- 4.3. Except as explicitly permitted by these Terms or to the extent any restriction is impermissible under applicable law, Visitor may not (i) reproduce, distribute, publicly display, or publicly perform the Services; (ii) make modifications, derivative works, or reverse engineer the Services or any YoungLink Materials; (iii) interfere with or circumvent any feature of the Services, including security or access control mechanisms; (iv) access or use the Services in violation of any usage restrictions or limitations associated with the level of purchased Services; or (v) use the Services in any manner prohibited by applicable laws, including laws governing data privacy or the protection of minors.
- 4.4. If the Visitor submits any comments, ideas, or feedback regarding the functionality, performance, or features of the Services ("**Feedback**"), the Visitor grants the Provider a non-exclusive, worldwide, irrevocable, perpetual, royalty-free, fully paid-up license to use, copy, modify, incorporate, and otherwise exploit such Feedback for any lawful purpose, including to improve the Services or develop new offerings, without attribution or compensation.

5. User Content

- 5.1. Certain features of the Services may allow the Visitor to upload, submit, or input content directly into the Platform, including student responses, social interaction data, assessment inputs, notes, or other information (collectively, "**User Content**"). The Visitor retains all ownership and proprietary rights in the User Content submitted through the Services.
- 5.2. The Visitor is solely responsible for ensuring that all required notices have been given and all necessary consents have been obtained for the collection, submission, and use of User Content under applicable laws, including laws governing the privacy and protection of minors, such as the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA), where applicable.
- 5.3. The Visitor grants the Provider a limited, non-exclusive, royalty-free, worldwide license to host, store, process, display, and use the User Content solely as necessary to operate and provide the Services in accordance with these Terms and the Visitor's instructions. The Provider does not claim ownership of any User Content.
- 5.4. The Visitor is solely responsible for the accuracy, quality, legality, and integrity of all User Content submitted through the Services. By submitting User Content, the Visitor represents and warrants that: (i) they have the full right and authority to submit the User Content; (ii) the User Content does not violate any applicable law or regulation; (iii) the User Content does not infringe, misappropriate, or otherwise violate the rights of any third party, including privacy, publicity, intellectual property, or contractual rights.
- 5.5. The Provider's collection, use, storage, and disclosure of personal data, including any User Content containing personally identifiable information, is governed by the Privacy Policy available at www.en.younglink.app. The Visitor agrees to review the Privacy Policy for further details on how User Content is managed.

6. Rights and Obligations of the Visitor

- 6.1. When using the Platform and the Services, the Visitor is obliged to comply with all applicable laws and respect the rights of the Provider and third parties. In particular, the Visitor must not:

- 6.1.1. use the Platform and Services in violation of these Terms;
 - 6.1.2. use the Platform and the Services in a manner that may cause damage to the Provider, other Visitors and/or third parties;
 - 6.1.3. use mechanisms, software or other procedures that could adversely affect the operation of the Platform, including the bulk collection of data from the Platform.
- 6.2. The Visitor shall be liable for any direct or indirect injury or damage caused by the Visitor's acts (and omissions) in violation of these Terms or applicable laws.

7. Third-Party Links

- 7.1. The Services may contain links to third-party websites or resources. These links are provided for convenience only, and the Provider does not control, endorse, or assume any responsibility for the content, products, services, or practices of any third parties. The Visitor accesses third-party websites at their own risk and is subject to the terms and policies of those third parties.

8. Term and Termination

- 8.1. These Terms become effective upon the Visitor's first access to or use of the Services and remain in effect until terminated in accordance with this Section.
- 8.2. These Terms and the Visitor's access to the Services will terminate automatically if the Visitor materially breaches any provision of these Terms. The Provider may also suspend or terminate the Visitor's access to the Services, or terminate these Terms, at any time and for any reason (or no reason), with or without notice, at the Provider's sole discretion. The Visitor may terminate these Terms at any time by ceasing use of the Services and by contacting the Provider at info@younglink.cz.
- 8.3. Upon termination of these Terms: (i) all license and access rights granted to the Visitor will immediately terminate; (ii) the Visitor's access to the Services and any associated data will be disabled, unless otherwise provided in a separate written agreement; (iii) any fees or amounts owed by the Visitor prior to termination will remain payable; and (iv) any provisions of these Terms that by their nature should survive termination shall remain in effect, including, without limitation, provisions concerning intellectual property, disclaimers of warranties, limitation of liability, and indemnification.

9. Disclaimer of Warranties

THE SERVICES, INCLUDING THE PLATFORM, APPLICATION, AND ANY YOUNGLINK MATERIALS MADE AVAILABLE THROUGH THE SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROVIDER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUIET ENJOYMENT; AND WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

THE PROVIDER MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY DATA, RESULTS, OR CONTENT OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, COMPLETE, OR RELIABLE.

THE VISITOR UNDERSTANDS AND AGREES THAT THEIR USE OF THE SERVICES IS AT THEIR SOLE RISK. THE PROVIDER IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, UNAUTHORIZED ACCESS, FAILURE TO STORE OR MAINTAIN USER INFORMATION, OR DAMAGE TO THE VISITOR'S DEVICES OR SYSTEMS ARISING FROM THEIR ACCESS TO OR USE OF THE SERVICES.

NO ORAL OR WRITTEN INFORMATION OR ADVICE OBTAINED BY THE VISITOR FROM THE PROVIDER OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY SET FORTH IN THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. TO THE EXTENT THAT SUCH LAWS APPLY TO THE VISITOR, SOME OR ALL OF THE ABOVE DISCLAIMERS MAY NOT APPLY, AND THE VISITOR MAY HAVE ADDITIONAL RIGHTS.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVIDER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND LICENSORS SHALL NOT BE LIABLE TO THE VISITOR OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE VISITOR'S ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES, EVEN IF THE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE PROVIDER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR OTHERWISE), SHALL BE LIMITED TO THE GREATER OF: (A) THE TOTAL AMOUNT PAID BY THE VISITOR TO THE PROVIDER FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (US \$100).

THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PROVIDER AND THE VISITOR. THE VISITOR ACKNOWLEDGES THAT THE SERVICES WOULD NOT BE PROVIDED WITHOUT THESE LIMITATIONS.

EACH PROVISION OF THESE TERMS THAT LIMITS LIABILITY, DISCLAIMS WARRANTIES, OR EXCLUDES DAMAGES IS INTENDED TO ALLOCATE THE RISKS BETWEEN THE PARTIES AND SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. Indemnification

EACH PARTY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY THIRD-PARTY CLAIMS, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM:

BY THE PROVIDER: CLAIMS THAT THE VISITOR'S AUTHORIZED USE OF THE SERVICES INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, EXCEPT TO THE EXTENT CAUSED BY THE VISITOR'S MISUSE, UNAUTHORIZED MODIFICATIONS, OR COMBINATION OF THE SERVICES WITH THIRD-PARTY MATERIALS.

BY THE VISITOR: CLAIMS RELATED TO (I) USER CONTENT SUBMITTED BY OR ON BEHALF OF THE VISITOR, INCLUDING ANY CLAIM THAT SUCH CONTENT INFRINGES OR VIOLATES THIRD-PARTY

RIGHTS OR APPLICABLE LAW, AND (II) THE VISITOR'S FAILURE TO OBTAIN REQUIRED CONSENTS OR COMPLY WITH DATA PROTECTION LAWS IN CONNECTION WITH ITS USE OF THE SERVICES.

THE INDEMNIFYING PARTY MUST BE GIVEN PROMPT NOTICE, FULL CONTROL OF THE DEFENSE AND SETTLEMENT (SUBJECT TO CONSENT FOR SETTLEMENTS IMPOSING OBLIGATIONS), AND REASONABLE COOPERATION FROM THE INDEMNIFIED PARTY.

12. Miscellaneous

- 12.1. The Provider reserves the right to modify, suspend, or discontinue the Services at any time, whether by removing or limiting features or by temporarily or permanently shutting down access to the Services, in whole or in part, with or without notice. The Provider shall not be liable to the Visitor or any third party for any such modification, suspension, or discontinuation of the Services or the Visitor's access thereto.
- 12.2. These Terms, together with the Privacy Policy and any additional written agreements entered into between the Provider and the Visitor from time to time, constitute the entire agreement between the Provider and the Visitor with respect to the use of the Services and supersede all prior or contemporaneous understandings, whether written or oral.
- 12.3. The Visitor may not assign or transfer these Terms, or any rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of the Provider. The Provider may assign or transfer these Terms without restriction.
- 12.4. The failure of the Provider to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by the Provider to be effective. A waiver of any breach or default shall not be deemed a waiver of any subsequent breach or default.
- 12.5. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the invalid provision shall be enforced to the maximum extent permissible so as to effect the intent of the original provision.
- 12.6. These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. The Visitor and the Provider agree to submit to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for the resolution of any legal disputes or proceedings arising out of or relating to these Terms or the Services.
- 12.7. If the Visitor has any questions about these Terms or the Services, they may contact the Provider at: info@younglink.cz.