



General Terms and Conditions (GTC) of the Evulpo learning platform

1. Scope and conclusion of contract

a) These Terms and Conditions govern the legal relationship between Evulpo AG, Zurich (hereinafter "Evulpo"), and its customers regarding the use of the digital learning platform Evulpo (hereinafter "Platform"). A customer is defined as any person who registers with Evulpo – either as a private customer (e.g., students, parents, etc.) or as an institutional customer (schools and other educational institutions or their legal entities). A contract for the use of the Platform is concluded upon confirmation of registration by Evulpo. For underage customers, the consent of the legal guardian is required.

b) Evulpo reserves the right to change these Terms and Conditions at any time. Changes to the Terms and Conditions will be communicated to the customer in an appropriate manner (e.g., by email or upon login). The changes are deemed accepted unless the customer objects in writing within two weeks of the notification date. In the event of an objection, Evulpo has the right to (i) continue the contract subject to the previous Terms and Conditions or (ii) to terminate the contract at the end of the current subscription period. Evulpo will exercise this right within 15 days of receipt of the objection by Evulpo.

2. Services of Evulpo

a) Evulpo provides digital learning content (hereinafter also "Evulpo Content") and functions via the online portal evulpo.com. Part of the offer can be used free of charge (basic offer), while extended features and full access to all content require a paid premium subscription (e.g., an Evulpo Unlimited subscription). These terms and conditions apply to both free and paid offerings. Before concluding a paid subscription, the customer will be informed about the scope of services, price, billing method, and term and must expressly confirm the order. Without such an explicit order, the customer will not incur any costs.

b) Evulpo reserves the right to change, update, restrict or discontinue the platform's offerings or parts thereof at any time. For free services, Evulpo may make such changes without prior notice. If a change to a paid service results in a significant restriction of the originally agreed scope of services to the detriment of the customer, the customer may terminate the contract with immediate effect (see Section 8(d)); there is no right to reimbursement of fees already paid. If a change does not only serve to maintain the offer and the platform in its current form (e.g. addition of new services), Evulpo may make their provision dependent on an additional fee.

3. Registration and user account

a) By registering with an email address and password, the customer receives access to the free basic service with unlimited, but functionally limited use. A registered customer can also purchase a paid subscription and thereby gain access to all functions and content.

b) Mandatory information for registration includes a valid email address and school-related information



such as the current school year and region (e.g., canton, federal state, or school district). Evulpo may request additional information to personalize the learning experience (e.g., school subject, interests), which is voluntary.

c) Access data and security: Upon registration, the user – whether a private customer or a person who derives their access authorization from a private customer or an institutional customer (hereinafter also referred to as "authorized user") – selects a password. This password must be kept secret and protected from access by third parties. The user may not disclose their access data to third parties. Actions performed using the user's access data will be attributed to the respective user and customer. If the user detects or suspects misuse of their account or unauthorized access (e.g., if third parties may have learned the password), they must change their password immediately and notify Evulpo Support. Evulpo will never ask the user for their password, except when logging into the platform.

d) Accuracy of information: All information provided during registration and use of Evulpo must be correct, complete, and up-to-date. The use of pseudonyms or false identities is prohibited. Evulpo reserves the right to request proof of identity or authorization if there is doubt about the accuracy of the information (e.g., for teacher or school accounts). If the data provided is obviously incorrect or inadmissible, Evulpo may refuse registration or block an existing account. If the information provided changes during the term of the contract, the user must update the relevant information.

e) Registering and maintaining an account are free of charge. As long as the customer does not purchase a paid premium subscription, they can use the free basic service for an unlimited period of time without incurring any fees. Evulpo reserves the right to impose certain functional restrictions on the free basic service (e.g., limited access to content or features), to further develop it or to discontinue it in the future.

4. Prices and payment terms

a) If the customer chooses a paid premium subscription (e.g., an Evulpo Unlimited subscription), they agree to pay the applicable fees. The prices and payment terms displayed on evolpo.com at the time of subscription apply. All prices include applicable VAT (where required by law), unless otherwise stated.

b) Payment method for private customers: Unless otherwise agreed, billing will be done in advance at the beginning of the selected term (see Section 8 (a)). The first payment is due upon conclusion of the contract, further payments are due at the beginning of the new subscription period. Evulpo is not required to issue a separate invoice. Upon conclusion of a subscription, the customer must provide a valid payment method (e.g., credit card, debit card, or a payment service supported by Evulpo).

c) Evulpo is entitled to collect the fees due using the payment method selected by the customer (including automatically renewed subscription periods). The customer authorizes Evulpo or the payment service provider to collect the due amounts accordingly. The debit will be made immediately upon the due date. If a debit fails for reasons attributable to the customer (e.g., insufficient funds, invalid credit card, expired expiration date), the customer shall bear the resulting costs (e.g., returned debit fees). If the customer fails to fulfill their payment obligation, Evulpo is entitled to temporarily block the customer's and their authorized users' access to premium content until all outstanding amounts have been paid. Evulpo's



statutory claims (e.g., default interest and compensation for damages caused by default) remain unaffected. The customer is obligated to keep their payment information up to date at all times and to update it immediately if there are any changes (e.g., new credit card number or expiration date).

d) Promotions and discounts: If the customer has taken advantage of a discount or special promotion for an initial period (e.g., a voucher code, discounted start-up period, or similar), the subscription will be automatically renewed at then-applicable standard terms and conditions. Different discounts or special promotions cannot be combined unless expressly stated otherwise. Special terms and conditions always apply only for the specified period.

e) As part of a paid premium subscription, a customer may be entitled to activate additional user accounts (e.g., for family members). If Evulpo offers such multi-user options, the scope, number of included additional accounts and any surcharges will be transparently disclosed during the ordering process. The customer is liable to Evulpo for breaches of duty caused by its authorized users (e.g., family members) in the context of using the platform as if the customer had breached the duty themselves. The customer ensures that its authorized users also comply with these Terms and Conditions. Additional users, if subject to a fee, will be billed together with the customer's subscription. Upgrading the subscription to add additional people is possible at any time; any additional fees will be displayed to the customer in advance and will only be charged after confirmation.

f) Special payment terms for institutional customers: For institutional customers, the prices and payment terms apply according to the separately concluded license agreement.

5. Customer responsibility and Evulpo liability

a) Responsible Use: The customer is obligated to use the platform only in accordance with these Terms and Conditions and the statutory provisions. In particular, they must refrain from any unlawful use. It is prohibited to post or distribute content on Evulpo that violates applicable law or the rights of third parties (e.g., illegal, violent, discriminatory, or offensive content). Likewise, actions that could endanger the integrity, security, or availability of the platform are prohibited – these include hacking attempts, circumventing access restrictions, or the mass automated retrieval of data. The customer undertakes to fully indemnify Evulpo for all damages and expenses (including legal fees) incurred by Evulpo, provided that such damages and expenses result from a breach of obligations under these Terms and Conditions or statutory provisions for which the customer is responsible.

b) Evulpo's Liability Principles: Evulpo endeavors to operate the platform securely and without disruption, but does not guarantee error-free availability at all times. Evulpo's liability for damages – regardless of the legal basis – is only limited to the following extent: In the event of intentional or grossly negligent causation, Evulpo's liability is unlimited. In the event of a simple negligent breach of essential contractual obligations (so-called cardinal obligations, i.e., obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer can regularly rely), Evulpo's liability is only up to the amount of the typically foreseeable, direct damage. Otherwise, Evulpo's liability for slight negligence is excluded to the extent permitted by law.



c) Exclusions of Liability: Unless otherwise stated above, Evulpo's liability for indirect, consequential damages, and lost profits is excluded. Evulpo gives no assurance or guarantee that the content of the platform will achieve a specific learning outcome or improve the academic performance of the customer or its authorized users; any recommendations, forecasts, or expectation aids provided do not constitute a representation or warranty. Evulpo is also not liable for breaches of contractual obligations for reasons beyond its control. In particular, Evulpo assumes no liability for disruptions, interruptions, or damages caused by technical problems of third parties or by force majeure (e.g., power outages, network failures, server failures of hosting partners, epidemics/pandemics, or other cases of force majeure). Evulpo is also not liable for failures or impairments resulting from the use of unsuitable hardware or software on the customer's part or on the customer's network connection or the Internet.

d) Product and legal defects: Evulpo assumes no liability for the quality and accuracy of Evulpo content – unless expressly stated otherwise. Should the customer believe that content violates third-party rights (e.g., third-party copyrights) or contains significant defects, please notify Evulpo Support so that Evulpo can investigate the matter and remedy the situation.

e) Liability of institutional customers: If an institutional customer acts as a contractual partner (see Section 9), they are liable to Evulpo for breaches of duty caused by users authorized by them (e.g., teachers, administrators, or students) in the course of using the platform, as if they themselves had breached the duty. The institutional customer ensures that all users authorized by them also comply with these Terms and Conditions. The institutional customer indemnifies Evulpo from all claims by third parties arising from a culpable violation of these Terms and Conditions by their teachers, students, or other auxiliary persons, and fully indemnifies Evulpo for all damages and expenses (including legal fees).

6. Intellectual property and rights of use of content

a) Copyright: The digital content provided on Evulpo (text, videos, graphics, exercises, etc.) is protected by copyright. Evulpo (or its licensors, if applicable) retains all rights to this content. The customer is granted a simple (non-exclusive), non-transferable and non-sublicensable right to use the content within the framework of these Terms and Conditions for the duration of the contract.

b) Permitted and prohibited use: The customer may access and stream Evulpo content online and use it for their own teaching or learning purposes. Teachers may use the platform and its content as part of their teaching (e.g., by displaying learning content for their class), but only via the platform. Any other use requires the prior written consent of Evulpo. In particular, it is prohibited to read Evulpo content automatically (e.g., using scripts or bots) or to reproduce, distribute, make publicly available, or commercially exploit it in any way outside of the platform. Editing, translating, reverse engineering, or other modification of Evulpo content is also prohibited without consent.

c) Trademarks and logos: "Evulpo" and all trademarks, logos, and business names belonging to Evulpo are protected by trademark law. The customer is not granted any right to use Evulpo trademarks or logos unless this is necessary for the contractual use of the platform or has been authorized in writing.



d) Violations of usage rights: In the event of a violation of the above provisions, Evulpo may temporarily or permanently block the customer's or its authorized user's user account and/or terminate the contract without notice (see Section 8(d)). Furthermore, the customer is obligated to compensate Evulpo for any resulting damages. Evulpo reserves the right to take legal action in the event of suspected unauthorized use, including criminal proceedings for copyright infringements.

7. Data protection and data processing

a) Evulpo and any third parties engaged to fulfill the contract collect, store, process, and use the necessary customer and user data in compliance with data protection regulations for the purpose of fulfilling the contractual relationship in accordance with the privacy policy. To the extent that Evulpo processes data on behalf of an institutional customer, the Data Processing Agreement (DPA) applies.

8. Contract duration and termination

a) Evulpo offers paid subscriptions with various terms for private customers. Upon conclusion of the contract, the user can choose between a monthly subscription (1-month term) or an annually cancelable subscription (12-month term). Unless otherwise agreed, both monthly and annual subscriptions are automatically renewed for the originally selected term (1 month or 12 months, respectively), unless the user cancels in a timely manner.

b) Termination by private customers: The user can terminate their paid subscription at any time at the end of the current subscription period. For a monthly subscription, termination must be received no later than one day before the end of the current month. For an annual subscription, termination must be received no later than one day before the end of the 12-month term. Termination can only be made by the user themselves via their account (menu item "My Account" → "Subscriptions" → "Cancel Subscription"). After termination, the user retains full access to the premium content until the end of the paid term; after that, their account will automatically be switched to free, limited access. Payments already made for the current subscription period will not be refunded (except where legally required, such as in the case of cancellation by consumers in the EU, see section 8(f)).

c) Term and termination for institutional customers: For institutional customers, the term, extension, notice period and the provisions for account management after the end of the contract shall apply exclusively in accordance with the separately concluded license agreement, subject to Section 9 (f).

d) Extraordinary termination: The right of both parties to terminate for good cause remains unaffected. Evulpo is particularly entitled to terminate the contract without notice and/or immediately block the customer's user account and its authorized users if the customer violates material contractual obligations. Evulpo also considers good cause to exist if the customer is in arrears with a payment, commits a serious violation of the Terms of Use (Sections 5 or 6), or if the customer transfers their account to third parties without authorization or otherwise repeatedly or significantly violates these Terms of Use. In the event of termination without notice



by Evulpo for good cause, the customer shall not be entitled to a refund of fees already paid.

e) Change or discontinuation of services: If Evulpo discontinues operation of the platform or changes paid services in such a way that the originally agreed scope of services is significantly restricted to the detriment of the customer (see Section 2(b)), Evulpo will notify the customer in a timely manner. In the event of discontinuation of the platform, private customers with an ongoing subscription have the right to terminate the contract with immediate effect; any prepaid fees for periods after the discontinuation of the service will be refunded pro rata, unless the discontinuation is based on an important reason as defined in Section 8(d).

f) Right of withdrawal for consumers (EU): If the customer is a consumer residing in the EU and concludes a paid contract with Evulpo (e.g., an Evulpo Unlimited subscription) via distance selling, they may be entitled to statutory rights of withdrawal or cancellation (e.g., a 14-day right of withdrawal under EU consumer protection law). Evulpo hereby informs that for digital content and services provided to the customer immediately after conclusion of the contract, the right of withdrawal may expire prematurely if the customer has expressly consented to Evulpo beginning to execute the contract before the expiry of the withdrawal period. During the ordering process, the EU consumer will be required to provide a corresponding confirmation – where applicable. If the consumer exercises their right of withdrawal within the withdrawal period, Evulpo will refund any payments already received, and the customer will lose access to the corresponding premium features. Evulpo will provide EU consumers with details of the right of withdrawal, its exercise, and a sample withdrawal form separately (e.g., in text form via email immediately after the subscription is concluded). This provision is without prejudice to any stricter national consumer protection provisions.

9. Special provisions for institutional customers (B2B use)

a) Registration of institutional customers: Schools or other educational institutions can use Evulpo content either through a special account obtained through an institutional customer (canton, federal state, or other legal entity) or under an individual contract (school license). Registration of an institutional customer is usually carried out by an authorized representative (e.g., school principal or IT officer) via the Evulpo website or through direct contact with Evulpo. When registering as an institutional customer, in addition to providing general information about the institution(s) (e.g., school name, address, school type), a responsible contact person and their contact details (email, telephone) must be specified. The person completing the registration confirms that they are authorized to represent the institutional customer and to conclude the contract with Evulpo. Evulpo is entitled to request appropriate proof of authorization to represent (e.g., confirmation from the school administration or school authority).

b) Admin, teacher, and student accounts: Evulpo provides institutional customers with three types of accounts: administrators, teachers, and students. An admin account (e.g., for the school administration or the school's IT administrator) provides the ability to manage the license—for example, inviting teachers, uploading student lists, creating classes, and keeping track of the licenses used. Teachers receive their own accounts with which they can use Evulpo content in class, manage classes virtually, and view the learning progress of their registered students. Student accounts allow learners individual access to the provided learning modules and exercises; their learning progress is also saved so that they and their teachers can view it. The institutional customer can either create these accounts themselves in consultation with Evulpo (e.g., by importing a student



list) or leave registration to individual users (e.g., registration by students using a class code assigned by the teacher). In either case, Evulpo provides the institutional customer or teachers with suitable tools to link student accounts to a class/school.

c) **Rights and obligations of the institutional customer:** The institutional customer may use the platform with all provided functions within the scope of the agreed license. They are authorized to use Evulpo content in class, for homework support, and to support students. The institutional customer must ensure that only their teachers, students, and, if applicable, legal guardians have access to Evulpo content and that this content is not made accessible to unauthorized third parties. The access data for teacher, student, and admin accounts may only be used by the respective authorized users. The institutional customer undertakes to take appropriate technical and organizational measures to ensure, for example, that retired teachers no longer have access to their account or that access data for student accounts does not reach unauthorized persons. If the institutional customer becomes aware of any indications of misuse (e.g., disclosure of a teacher password to third parties), they must inform Evulpo immediately and, if possible, take preventative action themselves (e.g., change the password, block the relevant accounts).

d) **Administrator permissions:** The administrator designated by the institutional customer has extensive permissions within their account. They can invite or activate new teachers on behalf of the institutional customer, manage classes, and obtain an overview of learning data. In particular, they can access usage reports (e.g., overall class progress) to evaluate the success of the platform. The administrator cannot make changes to Evulpo content, but they can determine which content is made available or recommended to students. The institutional customer is responsible for ensuring that admin accounts are only assigned to trusted individuals and that these individuals are appropriately trained in data protection and handling student data.

e) **Support and Cooperation:** Evulpo provides institutional customers with additional resources and support as needed, e.g., training for teachers, a preferred support contact, or technical assistance with integration into existing systems (if agreed upon). The institutional customer is required to cooperate reasonably in the implementation of Evulpo at their institution, e.g., by informing teachers and students about the new offering, creating the necessary technical requirements (internet connection at school, sufficient devices), and providing feedback to Evulpo if problems arise. Both parties strive for a collaborative partnership to maximize the benefits of the platform for all involved.

f) **Termination and Consequences:** The term and termination for institutional customers are governed by Section 8(c). In the event of termination or non-renewal of the contract, the institutional customer will decide in good time before the end of the contract whether the existing user accounts (especially student accounts) should be deleted or transferred to the respective users. Unless the institutional customer issues explicit instructions, Evulpo will proceed according to the principle of allowing the affected students and teachers to transition to the free basic service. The institutional customer should inform users about the end of the contract and the possible continued availability of the accounts. Evulpo will provide the institutional customer with reasonable support in this regard (e.g., through an information link or prepared letters to parents). At the request of the institutional customer, Evulpo will confirm in writing the deletion of all data processed on its behalf. Any devices or physical materials that Evulpo has made available to the school must be returned to Evulpo at the end of the contract.



g) Relationship to individual accounts: If individual students or parents already have their own Evulpo accounts before or in addition to the contract with the institutional customer (e.g. private Evulpo Unlimited subscription), this contractual relationship remains unaffected.

10. Further provisions (final provisions)

a) Individual agreements: Agreements deviating from or additional to these Terms and Conditions are only binding if they have been expressly confirmed in writing by Evulpo. This also applies to any modification of this written form requirement. No oral ancillary agreements exist. The customer's contractual terms and conditions (e.g., general purchasing conditions of a school) do not apply, even if Evulpo does not expressly object to them.

b) Transfer of rights: The customer may not assign or transfer any rights or obligations arising from this contractual relationship or the contractual relationship itself to third parties without the prior written consent of Evulpo. Transferring the account to another person is not permitted.

c) Offsetting and Retention: The customer is only entitled to offset claims against Evulpo's claims if their counterclaims are undisputed or legally established. Retention, retention, and similar rights can only be asserted if they are based on the same contractual relationship.

d) Severability clause: Should individual provisions of these General Terms and Conditions or of the contract concluded with the customer be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The invalid or missing provision shall be replaced by the relevant statutory provisions. The same applies to any contractual gaps.

e) Contract language: If Evulpo offers or translates these Terms and Conditions in multiple languages, the German version shall always prevail, unless expressly stated otherwise. Communication with support can be conducted in the languages offered by Evulpo; however, legal declarations (e.g., terminations, reminders) will be made in German in case of doubt.

11. Contact details: Evulpo AG, Schiffländer 26, 8001 Zurich, Switzerland – Email: info_ch@evulpo.com – Web: <https://evulpo.com>. Evulpo is registered in the commercial register of the Canton of Zurich under UID number: CHE-147.452.060.

12. Applicable law and place of jurisdiction

a) Choice of law: All legal relationships between Evulpo and the customer are subject to Swiss substantive law, excluding conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory consumer protection provisions of the country of residence of a private customer remain unaffected, where applicable.



b) Place of jurisdiction: The exclusive place of jurisdiction for all disputes arising from the contractual relationship is Zurich, Switzerland, unless another place of jurisdiction is mandatory by law. However, Evulpo remains entitled to assert claims against the customer before the courts competent at the customer's registered office/residence, unless a mandatory place of jurisdiction conflicts.

c) Place of performance: The place of performance for all contractual services provided by Evulpo is Evulpo's registered office in Zurich, unless expressly agreed otherwise.

Version: June 2025 These Terms and Conditions replace all previously published versions.