AGREEMENT
for the provision of remote training services (hereinafter — «Agreement»)

1. The parties
MIDMOON LIMITED, a private company limited by shares incorporated and operating under the laws of the Republic of Cyprus, company registration number HE 433646, address: Stasinou 1, MULTSI BUILDING 1, 1st floor, Flat/Office 4, Plateia Eleftherias, 1060, Nicosia, Cyprus (hereinafter: “Kidskey”, “Service Provider” or “Company”), and a completely legally capable individual (including one who has reached the legal age of legal capacity) who purchases remote training services (hereinafter — the «User») in the interests of a minor whose legal representative is the User.

2. General terms and conditions
The present general terms and conditions shall regulate and specify the conditions of the registration made by the Users on the website located at https://kidskey.org (hereinafter: “Website”) and its subdomains operated by MIDMOON LIMITED, furthermore the general terms and conditions defines the conditions and the related relevant circumstances of using the learning platform available at https://ed.kidskey.org (hereinafter: “Platform”).
Kidskey provides age-appropriate remote training services for children and teens. By attending the online classes available on the Platform, the children are able to learn online with the help of a teacher (hereinafter: “Teacher”), who is a contractual partner of Kidskey .
Kidskey provides the Users with the use of the Platform, in return for payment (hereinafter: “Payment”), and the Users are able to choose from multiple Payment Constructions according to their preferences.
Accepting the present Agreement of Kidskey (hereinafter: “Agreement”) is a prerequisite of registering a User Account on the Website.

3. Definitions
The following capitalized terms shall have the following meanings in the present Agreement:

**Balance** - means a virtual balance, which holds the number of classes the User purchased as a package

**Class** - shall mean an online individual class held for the User to study by a Teacher on the Platform

**Chat Service** - means the virtual chat service available on the Website for the Users, which allows the Users to communicate with the Service Provider online

**Agreement** - shall mean the present general terms and conditions of Kidskey

**Package** - shall mean a type of Payment Construction available for purchase by the User, which contains a certain number of Classes specified in the description of each Package.

**Payment Construction** - shall ment Construction is either the payment constructions available for purchase on the Website for the Users.
4. Registration of the user, conclusion of contract

A Contract is concluded between Kidskey and the User by the registration of the User through the Website, with the following steps:

4.1. The User, in order to access and use the Platform, must register through the Trial Class interface on the Website.

4.2. The service provided by Kidskey is intended to be used by children and teens, however minors shall not register an account on the Website. Minors shall only use the Website and the Services with the approval of their legal guardian or representative (e.g. parent, foster parent, stepparent etc.).

4.3. The User hereby declares and warrants that he or she complies with the terms of this clause, is not incapacitated, furthermore, if his or her legal capacity is partially limited or incompetent the legal representative or the legal guardian shall represent him or her, furthermore understands and acknowledges the provisions of this Agreement. In the event of any breach of this warranty, only the User or its legal representative or legal guardian violating the warranty shall be liable for any and all damages and costs incurred thereof.

4.4. During the registration the User’s e-mail address, the first and last name, and their phone number are required. After entering the required data, the User shall choose the date of the Trial Class.

4.5. After completing the requested information in the registration interface and choosing the date of the Trial Class, the User declares that he or she has learnt and accepts the content of the present Agreement and declares that he or she has learnt the Policy on the processing of his or her personal data.

4.6. After completing the registration and accepting the Agreement, the User sends its registration to the Service Provider. The Service Provider sends an e-mail confirming the registration to the e-mail address provided by the User during the registration.

4.7. After the registration, the User may, at any time, correct or modify the data input errors or any of his or her data on the Platform.
4.8. After the registration, the User can add their children’s details to their account by providing the names and age of the children. Every child added by the User Account has a separate subprofile in the User Account to access their personal study materials.

4.9. The Service Provider is entitled to modify the detailed profile data of the User.

4.10. The Service Provider shall not be liable for any damages arising from data wrongly and/or incorrectly given by the User. The User can change the data given during the registration at any time. The registration shall be done once by the User, in case of further access to the Platform, this step is not required anymore.

4.11. The Service Provider shall not be liable for any damages arising from being the Users’ e-mail address and/or password available to unauthorized persons. The User can request assistance from the Service Provider at the https://kidskey.org, e-mail address or via the online chat service available on the Website, in case the e-mail address and/or the password is forgotten, lost or becomes available to unauthorized persons.

4.12. Under the present Agreement, the Contract between the parties shall be considered as a written contract in the English language. The Service Provider shall record the data of the User who concludes the Contract, the place and time of the Contract, and the data provided by the User during registration and the text of the Agreement which is in effect at the time of the conclusion of the Contract. Upon the request of the User, the Service Provider sends information on the above to the User in writing. The information shall be considered written if the respective data is sent to the User’s e-mail address given during the registration or later in the User Account.

4.13. The Website may be used by any User solely at his or her own risk and under his or her own responsibility.

5. The services

Under this Agreement, Kidskey undertakes to provide the User with access to the Platform (including Classes), pursuant to the functions and contents of the payment options specified in the present Agreement.

5.1. The platform

The Platform allows Users to access their User Account and Classes. The User is able to access Classes only if he or she purchased a Payment Construction as set forth in section 6 of the present Agreement.

To be able to participate in the Classes, the User needs a personal computer and internet access that meets the requirements listed below, which shall be procured by the User independently and at his or her expense. Kidskey will not be responsible for the impossibility of providing the Classes, or poor quality thereof, due to the inappropriate functioning of the required software, hardware or internet access on the User’s part.

5.1.1. Minimum technical requirements to be able to participate in the Classes:
  ● Operating system: Windows 7/8/8.1/10, Mac OS X 10.9, 10.10, 10.11;
  ● The latest stable user version of the Google Chrome Browser installed, with the setting of automatic update enabled;
  ● RAM: 2 GB and higher;
  ● CPU: dual-core processor, min. 2.2 GHz;
● A working microphone and camera;
● Internet connection: min. 10 Mbit/s.

5.1.3. For participating in Classes, the User shall allow access to the microphone and camera on his or her device.

5.1.4. The User acknowledges that Kidskey will record a video and photo of the Classes for the purpose of controlling the quality of the Services that Kidskey provides and for the purpose of investigating the claims of the User.

5.1.5. Therewith, the User agrees that specific photo or video records may in some cases be submitted to the Teacher, Kidskey, state authorities or courts subject to legal grounds for such submission.

5.2. The classes
5.2.1. The Class’s starting time shall be the starting time set in the Class Schedule of the User. In order to start the Class, both the Teacher and the Student shall be present in the virtual classroom.

At the end of every Class, the Teacher may provide the Student with homework which is preferably required to be done on the Platform by the next Class of the Student.

The Class is considered to be conducted properly if the User has not notified The Service Provider about a complaint against the quality of the Class within 24, that is twenty-four hours from the time of the Class. The Service Provider reserves the right to consider the User's complaint on an individual basis and, if there are valid reasons, to return the lesson to the User’s Balance.

5.2.2. Cancellation and postponement of the Classes by the User without a loss of Balance may be arranged not later than 8, that is eight hours before the start of the Class. The User’s failure to meet this deadline shall mean that the User agrees to the proposed time of the Class, and if the Student is absent from such Class, Payment for it shall not be refunded to the User.

5.2.3. Classes that have not been held due to the Teacher’s fault shall be subject to free cancellation (without writing it off from the User’s Balance) or shall be postponed to another time in the Teacher’s schedule convenient for the User.

5.2.4. The User shall be entitled to suspend the scheduled Classes temporarily, but for the timeframe of the suspension, the Classes scheduled by the User beforehand shall be erased from the Teacher’s schedule, therefore these times will become free to schedule for other Users.

6. Payment and conditions
6.1. Services shall be paid for. If the User purchases a Package, their Balance will be topped up by the number of Classes included in the Package selected by the User for purchase.

The Package is not a recurring Payment Construction, therefore when the User used all the Classes on his or her Balance, he or she will not be able to access the Services until he or she makes a next payment as set forth in the present Agreement, and Classes will not be added to the Balance until another purchase is made manually.

The size of the Packages (Classes per Package) available at the time of a Payment is indicated on the Website and Platform. Once the Package is bought, the number of the purchased Classes will immediately show on the User’s Balance.
6.2. The User agrees that if there are unused lessons on the User's Balance during 1 year after
the last used lesson in the Package purchased by The User and if during this period the User
does not use at least one lesson, service under the above Package is considered to be provided
in full, and the Company does not have any obligations to refund the Payment to the User. In
this case, the Balance in the User account becomes zero.
6.3. Kidskey may provide Gift Classes and certain discount codes (hereinafter: “Discount Code”)
that can be used by the Users in a limited timeframe as a present on different actions and
competitions. More information about this can be found on the Website, Platform, and other
promotional materials.
6.4. The User makes a payment in the order of 100% (one hundred) percent prepayment, in
non-cash form, using one of the electronic payment services available on the website.
6.5. Upon the request of the User, Kidskey may consider refunding the Payment of the User
partially or in whole.
The cost to be refunded shall be determined based on the number of Classes in the Balance.
In cases established by this Agreement, the User has the possibility to make a refund within 180
(one hundred eighty) calendar days from the date of payment. After the expiration of the term
established by this clause of the Agreement, funds not returned by the Company.
If payment was made by bank card through the site, then the refund is executed on the card
with which payment was made.
6.6. The User is solely responsible for the correctness of payments made and the payment of
applicable taxes.
6.7. Payments for Kidskey services are processed by a company operating under an agreement
with Kidskey (hereinafter — the «Processing center»). All rights and obligations arising in the
settlement process arise directly between the Processing center and the payer.
6.8. Kidskey does not process the personal data of payers provided in connection with the
processing center for payment settlements. Kidskey does not store bank card details on its
resources, including servers or cloud storage.

7. Obligations of the user
7.1. By registration, the Users are obliged to provide their and their child’s data correctly. The
User shall be liable for all damages and costs incurred by the Service Provider, the User or a
third person as a result of the User providing incorrect data.
7.2. The User, in terms of the personal data and the documents uploaded by the User during
and after registration, is obliged to comply with the applicable legislation. The User and the
Student shall refrain from any conduct that violates the provisions of this Agreement, the rights
of others, or is otherwise unlawful, misleading, discriminatory or unfair.
7.3. The User and the Student may not upload viruses or malicious code and may not display
any behaviour that overloads the Website or the Platform, or makes them inaccessible, or
prevents their operation.
7.4. The User and the Student shall be liable for any damages (including any restitution) that
arise at the Service Provider or at a third party, because the User or the Student has not
complied with his or her obligations set out in the present Agreement. Kidskey reserves the right
to remove, without delay and without notice to the User, any User content that violates the
present Agreement, or to exclude the User and the Student from any further use of the Service, if he or she publishes such content directly or indirectly.

7.5. The Service Provider expressly excludes any liability for any damages, including any restitution, arising from erroneous, false, ambiguous or unlawful content provided by the User or the Student.

7.6. The User and the Student are obliged to comply with the provisions of this Agreement and of other bylaws of the Service Provider. Any damages, including restitution, resulting from the violation of such provisions shall be borne by the User. Kidskey reserves the right to exclude such a User without any notice from the Service who violates the obligation set out in this clause.

7.7. The User acknowledges that if, for reasons of unlawful behaviour or of any other behaviour that infringes the current Agreement or any other document the Service Provider publishes, the User is banned from the Services and the service fee already paid by the User shall not be recoverable.

8. Amendment, termination of the contract

8.1. The Service Provider shall be entitled to amend the present Agreement and it's integral parts unilaterally at any time. The amended Agreement shall apply to the Services which are initiated both prior to and subsequent to the publication of the amended Agreement.

8.2. The Service Provider shall be entitled to unilaterally terminate the Contract with immediate effect, if the User violates any of its obligations set out in this Agreement and in any other bylaws of the Service Provider or in applicable law.

9. Intellectual property

9.1 By accepting this Agreement, the User acknowledges that the Services, including, but not limited to, data, information, pictures, texts, music, audio contents, any other contents, illustrations, user interfaces, audio and video clips, editorial content, as well as scripts and software used for the implementation of Services, contain such proprietary information and material the right holders of which is Kidskey, and which are protected by applicable intellectual property or other legislation, including, but not limited to, copyright protection. The User accepts that they may not use such proprietary information or contents in any other manner than the private, non-commercial use of the Services set out in this Agreement. It is prohibited to reproduce any part of the Services in any form or by any means unless expressly permitted by this Agreement. The User acknowledges that he or she may not, in any way, modify, let, sell or distribute the Services or any part thereof, and he or she shall not be entitled to use the Service in any manner expressly not permitted.

9.2 The Kidskey name, the Kidskey logo and any other trademarks, illustrations and logos used in relation to the Service are trademarks of the Service Provider or the Service Provider has the right to use them. The User shall have no rights or no right of use in respect of the above-mentioned trademarks or intellectual property.

9.3 The content of the Website, including, but not limited to, its graphic elements, text and technical solutions, the layout and design of the Website (including the Platform) interface, the software and other solutions, ideas and implementation used, as well as the content on the
Website published by the Service Provider are the intellectual property of the Service Provider protected by copyright. The copying thereof, in whole or in part, violates copyrights.

9.4 The use of the Website shall under no circumstances result in the source code being decrypted or deciphered by anyone or in any other way infringe the intellectual property rights of the Service Provider. It is also forbidden to adapt or decrypt the content or any part of the Website; to unfairly create a User Account; the use of any application by which the Website or any of its part can be modified or indexed (e.g. search bot, or any other decryption).

10. Limitation of liability

10.1 The Users may only use the Services at their own risk and accepts that the Service Provider shall not be liable for any material damages or personal infringements arising in connection with the use, apart from the liability for damages caused deliberately, by gross negligence or criminal offenses, as well as for breaches of contract causing death or injuries to physical integrity or health.

10.2 The Service Provider excludes any liability for the User’s or the Student’s conduct. The User and the Student are fully and exclusively liable for their own conduct, including the data and other documents recorded on the Website, in such a case, the Service Provider shall cooperate fully with the competent authorities to detect infringements.

10.3 Kidskey shall be entitled but shall not be obliged to monitor the content that may be made available by the User in the course of the use of the Services, and the Service Provider shall be entitled but shall not be obliged to look for signs of illegal activity with respect to the recorded videos or photos of the Classes. The User acknowledges that the Service Provider does not assume any obligations or liability for any data which are edited or uploaded by the User.

10.4 The User shall be liable to the Service Provider for any damages sustained by the Service Provider caused by the User’s or the Student’s non-compliant and/or unlawful use of the Services.

10.5 In lack of the prior written consent of the Service Provider, the User is not entitled to use the Services for advertising or other promotional or political purposes.

10.6 If the User detects any objectionable content (which, in particular, violates the rights or legitimate interests of others, is defamatory, humiliating, abusive, inflammatory, of sexual content and threatens minors, etc.) or observes unusual operation on the Services, he or she shall immediately notify Kidskey thereon. If the Service Provider finds the notification well-founded, it shall be entitled to cancel or modify the information immediately.

10.7 The Service Provider shall operate the Services with reasonable diligence and expertise. The Service Provider will do its best to ensure the continuous availability of the Services available on the Website, however, due to the nature of the Internet, the Service Provider cannot guarantee the continuous operation and the continuity of the Services. The Service Provider shall not assume any liability for any direct or indirect damages caused by technical shutdowns, breaks independent of the Service Provider or destructive applications or programs placed by third parties. Furthermore, the Service Provider shall not assume any liability for any direct or indirect damages caused by breakdowns, pauses or any other defects, inaccessibility may occur at the service providers (e.g. Google, Apple) used by the Service Provider. The Service Provider will take all reasonable steps to ensure the visits on the Website and the use, safety
and reliability of the Website, however, technical errors may still occur, and the Service Provider
presumes that the User acknowledges the possibility of such technical errors.

10.8 Kidskey does not make any further statements and undertakes no further warranties
regarding the Services, thus, in particular, it does not warrant that:

● The User may use the Services without interruption and without error. The User
acknowledges, that the Service Provider may remove, from time to time, the operation of the
Services for an indefinite period, or suspend or terminate the operation of the Service for
technical, operational reasons at any time, on which, if possible, the Service Provider informs
the User;

● The Services will be free of loss, malfunction, attack, viruses, intervention,
interference, hacking or other harmful interference affecting security, which events are
considered as Force Majeure events, and for which the Service Provider shall in no way be held
liable. It is the User’s responsibility to make backups on or from his or her system prior to,
during and after the use of the Services, including any content or data used in connection with
the Platform.

10.9 The User agrees to use the Platform and the Website only for purposes permitted by these
Agreement as well as any applicable law, regulation or generally accepted practices or
guidelines in the relevant jurisdictions.

11. Miscellaneous provisions

11.1 Kidskey may communicate its legal statements relating to this Agreement with effect to the
User in a system message sent to the e-mail address provided by the User during registration.
The system message shall be considered to be delivered to the e-mail address registered by
the User at the time of sending it. The data stored by the Service Provider’s IT system shall be
applicable to determine the sending time of the system message.

11.2 Kidskey is entitled to place advertisements or other marketing-related content at any time
on the Website or in the Platform.

11.3 Kidskey reserves the right to make changes or corrections to the Website without prior
notice at any time. The Service Provider also reserves the right to place the Website under a
different domain name.

11.5 This Agreement shall enter into force upon publication on the Website and shall remain in
force until its cancellation or amendment. Please accept the present Agreement only, if you
agree with the above.


12.1 This Agreement shall be governed by and construed in accordance with the laws of the
Republic of Cyprus.

12.2. All disputes or disagreements arising between the Parties under or in connection herewith
shall be resolved through negotiations.

12.3 The injured Party may submit a claim to the Party. If within 15 (fifteen) business days from
the date of receipt of the claim by the Party, the injured Party does not receive a response to the
claim or the Parties do not come to an agreement, the injured Party may submit the dispute to
the court.

12.4. The claim and response to the claim can be sent by email.
12.5. Without limiting the rights of users regarding the place of dispute resolution, the Parties agree that if a claim is brought against Kidskey in the territory of the Republic of Cyprus, such claim shall be submitted to the court of the city of Nicosia.