

GENERAL TERMS AND CONDITIONS

Welcome to MindZu!

These General Terms and Conditions (“Terms”) set out the legal framework for using the MindZu application (“App”), its website www.mindzu.com (“Website”) and its services (“Services”). We therefore ask you to carefully read these Terms and their associated privacy policy (“Privacy Policy”).

Your use/access/browsing of the App or Website or the Services, or registration or enrolment (with or without payment) through any means shall signify your acceptance of the Terms and your agreement to be legally bound by them. Any access to our App or Services through registration or enrolment is non-transferable. For the purposes of these Terms “registration” (or “register”) shall mean the free downloading and installation of the App on your device; “enrolment” (or “enrol”) shall mean the process of purchasing the full content and functionality of the App and Services.

1. General

The App is offered to you by Angaza Ltd., an educational technology company which has its registered office at c/o Alliance Financial Services Ltd, Level 2, Standard Chartered Tower, Cybercity, Ebene, Republic of Mauritius (“Angaza” or “us” or “we”). These terms will exist and are transferable in case ownership or licensing of the App and or its Services are transferred to another party. The App is designed to be an educational service for learners who are registered or enrolled users of the App. We are delighted to welcome you as a member of our MindZu community.

2. Scope

2.1 Terms and conditions of use

A condition for registering or enrolling and using the App is that you are at least 13 years of age and otherwise have the legal capacity to enter into this contract.

If you are living in the EU and are under the age of 16 years:

- you must have the overt consent of your parent or guardian to enter into this contract;
- your parent or guardian hereby guarantees your performance of your obligations under this contract;
- and your parent or guardian provides the necessary consent for us to collect and process any personal information required for the operation of the App.

If you are living in India and are under the age of 18 years:

- you must have the consent of your parent or guardian to enter into this contract;
- your parent or legal guardian must agree to these Terms;
- it is assumed that you have requested and received the consent of your parent or legal guardian for you to use the App and Services, and to allow us to collect and process on the App any necessary personal information about yourself or your parents or other family members or your guardian.

- Angaza reserves the right to terminate access to the App or Services if it is discovered that you are under the age of 18 years and your parent or legal guardian did not provide their consent to use the App or Services, or if any information provided by you is inaccurate.
- you acknowledge that Angaza does not have the responsibility to ensure that you conform to the aforesaid eligibility criteria. It shall be your sole responsibility to ensure that you meet the required eligibility.

In other countries it is your obligation to determine the age requirement according to the country in which you reside and to seek and receive consent from your parent and or legal guardian to use the App, and to consent to our collection and processing of the required personal information. By using the App or Services you warrant that all the data provided by you is accurate and complete and that (if you are a minor) you have obtained the consent of your parent or legal guardian.

2.2 Liability

Angaza will not be responsible for any consequence that arises as a result of misuse of the App or Services that may occur by virtue of any person including a minor registering or enrolling for the App.

You agree to defend, indemnify and hold harmless Angaza, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access of the App, Website or Services; (ii) Your violation of any term of these Terms or any other policy of Angaza; (iii) Your violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that your use of the App, Website or Services has caused damage to a third party. This defence and indemnification obligation will survive these Terms.

In no event shall Angaza, its officers, directors, employees, partners or agents be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits or any other claim arising out, of or in connection with, your use of, or access to, the App or Services.

Any violation by you of the Terms may result in immediate suspension or termination of your access to the App or Services, apart from any legal remedy that Angaza can avail. In such instances, Angaza may also disclose your account information if required by any Governmental or legal authority. You understand that the violation of these Terms could also result in civil or criminal liability under applicable laws.

3. Our Services and Prices

You may use the first Lesson of the curriculum free of charge, without any obligation to enrol for the complete curriculum. Should you wish to access the complete curriculum you must pay the fee specified in the app store and enrol. We then grant you the non-exclusive, time-limited, non-transferable, non-sub-licensable, revocable right to use the complete curriculum and associated exercises, notes, games, networks and resources of the App for non-commercial purposes, subject to these Terms.

4. Use of the App

4.1 Learning content and method

The App is an educational service intended as a supplement to traditional school lessons. Its content is professionally designed to cover the entire curriculum for each subject in its particular year. The App uses a pedagogy which explains every concept, lets you test your understanding and practice, and encourages you to apply the learnings in related games. It provides the facility for taking notes

and referencing additional learning materials. The App also tracks your performance at every stage and updates your scores. Points are awarded for engagement and efficiency as well as for correctness and game success.

We do our professional best to ensure that all information provided within the App is accurate and reliable; however we cannot guarantee that all information is accurate.

The contents of the App or Services are developed on the concepts covered in the structured curriculum syllabus prescribed for students of various courses. The usage of the App or Services is not a substitution for the education provided by your school. Angaza acknowledges that there are various means of delivering structured curricula and inclusion of a pedagogical approach in the App or Services does not imply endorsement of any particular method nor exclusion imply disapproval. Use of the App or Services does not in any manner guarantee admission to any educational institution or passing of any exams or achievement of any specified percentage of marks in any examinations.

4.2 Devices

The App and Services are compatible only with certain devices and/or operating systems or operating system versions. Angaza shall not be obligated to provide workable Apps or Services for any devices or operating systems or versions thereof which are not compatible with Angaza's App and Services. The company reserves the right to upgrade the type of compatible devices as required from time to time.

4.3 Commercial use

The App is intended exclusively for consumers. The legal definition of a consumer is an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. Except where explicitly agreed by Angaza, use of the App for commercial purposes of any kind is expressly prohibited.

4.4 Copyright

All information, content, material, trademarks, services marks, trade names, and trade secrets including but not limited to the software, code, text, images, graphics, video, animations, script and voice recordings, user experience design, technical architecture, pedagogy, lesson content, virtual worlds, characters, navigation, scoring system, rewards system, social network, note-taking system, branding and sounds contained in the App, Website, Services and products are copyrighted by, and are proprietary property of, Angaza ("Proprietary Information").

No Proprietary Information may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining prior written permission from Angaza.

Nothing on this App or Website or Services shall be deemed to confer a license of or any other right, interest or title to or in any of the intellectual property rights belonging to Angaza, to the user. Angaza shall at all times retain full and complete title to the information, content or materials and all intellectual property rights placed by Angaza on your computer or mobile device.

Certain contents on the App or Website may belong to third parties. Such contents have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third party. Further, you recognize and acknowledge that the ownership of all trademarks, copyright, logos, service marks and other intellectual property owned by any third party shall continue to vest with such party and you are not permitted to use the same without the consent of the respective third party.

You may not copy or replicate any of our copyrighted materials, or create or publish derivatives thereof. You warrant that you will act in accordance with applicable laws and these Terms at all times when using the Service or the App.

4.5 Prohibitions

In particular, you must not engage in scraping, data mining, harvesting, screen scraping, data aggregating, indexing, farming or mirroring any part of the Services and/or App. You must also not interfere with or violate any third party or other user's right to privacy or other rights, including copyrights and any other intellectual property rights, or harvest or collect personal information about users of the Service and/or App without their express consent. No User shall be permitted to perform any of the following prohibited activities while availing our Services:

- i. Making available any content that is misleading, unlawful, harmful, threatening, abusive, defamatory, libelous, vulgar, obscene, pornographic, lascivious, profane, privacy-invasive, hateful, or religiously, racially, ethnically or otherwise objectionable;
- ii. Stalking, intimidating and/or harassing another and/or inciting other to commit violence;
- iii. Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
- iv. Interfering with any other person's use or enjoyment of the App or Services;
- v. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else;
- vi. Make available any content or material which you do not have a right to make available under any law or contractual or fiduciary relationship;
- vii. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- viii. Post, transmit or make available any material that contains malware, including viruses, Trojans, worms, spyware, time bombs or other computer programming routines, code, files or such other programs that may harm the App or Services, interests or rights of other users or limit the functionality of any computer software, hardware or telecommunications, or that may harvest or collect any data or personal information about other users without their consent;
- ix. Access or use the App or Services in any manner that could damage, disable, overburden or impair any of the App's servers or the networks connected to any of the servers on which the App is hosted;
- x. Intentionally or unintentionally interfere with or disrupt the services or violate any applicable laws related to the access to or use of the App or Services, violate any requirements, procedures, policies or regulations of networks connected to the App or Services, or engage in any activity prohibited by these Terms;
- xi. Disrupt or interfere with the security of, or otherwise cause harm to, the App or Services, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the App or Services or any affiliated or linked sites;

- xii. Interfere with, or inhibit any user from using and enjoying access to the App or Services or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the App or Services;
- xiii. Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to: increase traffic to the App or Services; access, acquire, copy or monitor any portion of the App, website or Services, or in any way reproduce or circumvent the navigational structure or presentation of the App, or any content; obtain or attempt to obtain any content, documents or information through any means not specifically made available through the App or Services;
- xiv. Alter or modify any part of the App or Services;
- xv. Use the App or Services for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
- xvi. Violate any of the terms specified under the Terms for the use of the App, Website or Services.

5. Registration and enrolment

In order to use the free first Lesson of the App or Services you must register and open a user account. You can do this by providing the required information in the registration section of the App.

We will ask you to accept these Terms & Conditions and our Privacy Policy during the registration process.

In order to access the full curriculum beyond the free first Lesson, you must make an in-app purchase via the Play Store or relevant app store and then complete the enrolment process.

There is a 2-step verification process to prevent misuse. If you have registered or enrolled using your phone number you will receive an SMS with a One Time Pin (OTP) which is a verification code which you must enter in the appropriate place in the App to complete registration or enrolment.

You represent and warrant that the registration or enrolment and related information you provide is accurate and will be kept up-to-date.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party.

When registering or enrolling via the App, the formation of the user contract depends on the rules of the app store supplier. The contract is generally formed when you click on the "Install" or "purchase" field in the relevant app store and, where necessary, enter your password for the app store in question. Please note that in order to use the App it is still necessary to open a user account (register or enrol) with us that is unrelated to the respective app store.

The user contract concluded between you and us is valid for an indefinite period.

6. Defects

6.1 Statutory provisions

Other than where expressly stated, nothing in these Terms affects your statutory rights as a consumer.

6.2 Disclaimer

The App and the Services are provided on an “as is” basis with all faults and without any warranty of any kind. Angaza hereby disclaims all warranties and conditions with regard to the App and the Services, including without limitation, all implied warranties and conditions of merchantability, fitness for a particular purpose, title, accuracy, timeliness, performance, completeness, suitability and non-infringement. Additionally, Angaza shall not be liable for any damages arising out of or in connection with the use or performance of the App or the services. Your use of any information or materials on the App or Services is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that services provided by us meet your specific requirements.

7. Rights of Use of Content

The Services we offer may contain copyright protected content, in which we or our contract partners enjoy the corresponding rights. We grant you a non-exclusive, non-transferable, non-assignable and non-sub-licensable right to use this content in a non-commercial form within the scope of the contractual provisions. The App may contain content of our contract partners or links to content on websites of other third parties. The content on such websites is controlled and operated by these third parties. Your use of such third party website is subject to the terms of use, if any, contained within the third party website. We are not responsible for content of our contract partners or content contained on third party websites.

8. User Content

8.1 Lawful User Content

The App allows users to submit notes, information and content to the App ("User Content"). You assume sole responsibility for any User Content, subject to our right to control it in accordance with clause 8.2.

When you submit User Content to the App, you must make sure it is lawful and in accordance with these Terms. For example, you may not submit User Content that:

- diminishes or infringes the proprietary rights of others, including but not limited to copyright and trademarks;
- poses a risk to a person's safety, security or health;
- identifies other persons without obtaining such person's express written consent to the disclosure of their personal information;
- is harassing, discriminating, offensive, threatening or vulgar;
- encourages criminal behavior.

8.2 Our right to control User Content

We may decline to host or publish, or may delete any User Content you submit if you or the User Content violates these Terms or applicable laws. In such cases, we may also terminate your access to the Service or prevent you from posting additional User Content.

8.3 Rights to User Content

You warrant that you own all intellectual property rights in the User Content; that you are permitted to publish the User Content and to permit us to publish the User Content and exploit all intellectual

property rights in and to the User Content. By submitting User Content, you hereby grant us and the users of the Services an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, prepare derivative works, display in public and publicly perform the User Content.

8.4 Indemnification

If you infringe this Section 8 and this is your fault (i.e. because you acted either negligently or with intent), you are obliged to indemnify us against any court awarded damages and reasonably incurred costs arising from third-party claims arising from such infringement. We reserve the right to assert claims for damages and other claims.

9. Ending the Contract

9.1 User contract

Your access to the App is time limited. Typically you have 18 months of access from the date you first enrol. Please note that after your access expires we will or may delete all the content that you added and you will no longer have access to App content or functions. If at any time you abandon your account or choose to no longer use it before the expiration date, any sum that you have already paid will not be refunded, not even on a pro rata basis.

We are entitled to cancel the user contract without stating any reasons by giving two (2) weeks' written notice by email.

9.2 Cancellation for good cause

The right to cancel for good cause remains unaffected in the case of either party. In particular we are entitled to cancel your user contract with immediate effect, if you seriously or repeatedly breach the provisions of the user contract and/or these Terms, or if you are in arrears with your payment obligations.

10. Personal Data

We process (i.e. use) your personal data in accordance with our privacy policy; you can always retrieve the current version of this policy at <https://www.MindZu.com> or on the App. In particular these data protection provisions govern and explain the extent to which your personal data can be seen by other users and third parties and what options you have for controlling its disclosure to other users and third parties.

11. Advertisements

The Services may from time to time include commercial information or advertisements ("Ads"). While we will make best efforts to block Ads from providers who are inappropriate for the typical school-going user of the App, the source of such Ads is third parties, and as such, we cannot and do not guarantee the appropriateness of all Ads, nor their reliability or accuracy. We do not endorse the content of third party Ads, and make no representation about the quality of any goods or services advertised on over the Services.

12. Changes to these Terms

We reserve the right to change or modify these Terms with future effect in order to take account of changes in law or changes in the way in which our business operates.

We will advise you of the changes by in-app notification, by SMS or by email no later than one (1) calendar week before the new version of these Terms is scheduled to enter into force. We will also advise you of your right to object, the deadline to do so and the legal consequences of your objection or failure to object. If you do not object to the validity of the new Terms within one month of their entry into force and continue to use the App, then the new Terms will be deemed to have been accepted. In the event that you do object, we expressly reserve our right of ordinary cancellation under clause 9.1.

13. Final Provisions

13.1 Applicable law

The relationship between the parties is governed exclusively by the laws of the Republic of Mauritius. However, you may retain certain statutory rights under local law.

13.2 Severability clause

Should any individual provisions of these Terms be or become invalid in whole or in part, this will not affect the validity of the remaining provisions.

13.3 Complaints

In the first instance, any complaints about the App, the Services or our performance of these Terms should be made to support@angazagroup.com. All complaints should be made promptly to increase the likelihood of being resolved to your satisfaction.

14. Download these Terms

If you would like to save a permanent copy of these Terms on a data carrier, you can download them as a "pdf" file free of charge at <https://www.MindZu.com>. Please consult your web browser's help documentation if you need help with saving the file. To open a "pdf" file you may need special software such as the free Acrobat Reader program or a similar software program that handles "pdf" files.

These Terms were last updated on 9 November 2019.