

EDUNAKHO | Terms of use

Version 3.0 | December 2022

This document contains the terms and conditions of **EDUNAKHO B.V.**, with its principal office located at Singel 92 C in 1015AD Amsterdam, the Netherlands and registered with the Dutch Chamber of Commerce under registration no. 77866282 ('**EDUNAKHO**'). Thank you for using our website(s), video platform(s), products and/or services ('**Services**'). The Services are provided by EDUNAKHO, through www.mastertube.com, www.mbatube.com, www.mbagschools.com and/or www.mastergradschools.com ('**Websites**').

Our terms of use include the terms and conditions below, our privacy and cookie policy which can be found at <https://mastertube.com/page/privacy-policy> ('**Privacy and Cookie Policy**') (collectively '**Terms of Use**'). The Terms of Use constitute a legally binding contract between EDUNAKHO and you as a natural person and apply to your use of our Services. Therefore, we ask you to read the Terms of Use carefully.

Article 1. Applicable terms and conditions

- 1.1. The Terms of Use govern the use of our Services.
- 1.2. In addition to the Terms of Use specific terms and conditions may apply to certain Services ('**Additional Terms**'). Such Additional Terms will be available with the relevant Services and will become part of your agreement with EDUNAKHO if you use those Services. To the extent that there is a conflict between the Terms of Use and any Additional Terms, the Additional Terms shall precede.
- 1.3. In order to use our Services, you must accept and agree to these Terms of Use and the applicable Additional Terms.
- 1.4. EDUNAKHO may, from time to time, amend the Terms of Use and Additional Terms. Customer will be notified in writing of any amendments of these Terms of Use at least one (1) week before they come into effect. Amendments of Additional Terms will be published with the relevant Services and will come into effect according to the Additional Terms' respective amendment provisions. If you do not agree to the amended terms for a Service, you should discontinue your use of that Service and terminating your contract with EDUNAKHO in accordance with Article 2.2 before the amended terms come into effect.
- 1.5. You may only use our Services if (i) you are of legal age to form a binding contract with EDUNAKHO or, if such is not the case, (ii) your parent or guardian has agreed on your behalf to the (revised) Terms of Use and Additional Terms.

Article 2. Term and termination

- 2.1. The Terms of Use, and any Additional Terms, shall remain in full force and effect until terminated either by you or EDUNAKHO as described below.
- 2.2. You may terminate your contract with EDUNAKHO at any time, for any reason. You may do so by (i) stopping use of the Services and, if applicable, (ii) closing your account with EDUNAKHO ('**Account**').
- 2.3. EDUNAKHO may (partially) terminate your use of the Services and its contract with you at any time and with or without prior notice or explanation, if:
 - a. you have breached any provision of the Terms of Use or the Additional Terms or EDUNAKHO suspects you thereof;
 - b. you have engaged in illegal or improper use of the Services or EDUNAKHO suspects you thereof;

- c. EDUNAKHO is required to do so by law;
 - d. EDUNAKHO decides to cease providing the Service; or
 - e. providing the Service to you is, in EDUNAKHO's opinion, no longer commercially viable.
- 2.4. Only in case of each of Article 2.3.d and Article 2.3.e shall EDUNAKHO, where possible, give reasonable notice of such termination.
- 2.5. All forms of termination by you or EDUNAKHO will be without compensation by EDUNAKHO and without liability or obligation to you.
- 2.6. Termination of your contract will not discharge you from obligations which, by their nature, are intended to continue in force thereafter. These obligations include in any event any indemnifications, warranties and limitations and the provisions on intellectual property rights, disputes and the applicable law.

Article 3. Account

- 3.1. In order to use certain Services you may need an Account. When creating the Account, you must provide true, accurate and complete information. You agree that you will keep all information up-to-date.
- 3.2. You are responsible for maintaining the strict confidentiality of the username and password combination of the Account. You are solely responsible to EDUNAKHO and to third parties for all activity, authorised and unauthorised, that occurs under the Account for which you have the username and password combination.
- 3.3. EDUNAKHO reserves the right to deny you access to and use of the Account if EDUNAKHO, for whatever reason, questions the identity of the person trying to access any Account or Service.

Article 4. Use of the Services

- 4.1. You agree that you will comply with the Terms of Use and any applicable Additional Terms, at all times during your use of the Services. You agree that you are solely responsible for any breach of your obligations under the Terms of Use and Additional Terms and for the consequences of such breach, including any loss or damage, which EDUNAKHO may suffer.
- 4.2. The following restrictions apply to your use of the Services:
- a. you may not alter, modify, disrupt, impair or interfere, directly or indirectly, with any part of the Services;
 - b. you may not impersonate any person or entity or falsely state or otherwise represent your affiliation with a person or entity, transmit or otherwise make available on, through, or in connection with the Services false or misleading indications of origin, information or statements of fact;
 - c. you may not collect any personal data of any user of the Services without our prior approval;
 - d. you may not copy, reproduce, transmit, broadcast, display, sell, license or otherwise exploit any part of the Services, including but not limited to the text, comments, reviews, links, playlists, graphics, photos, sounds, videos and other materials and information you may view on or access through the Services ('**Content**'), without prior written approval from EDUNAKHO or the licensors of the Content;
 - e. you may not distribute in any medium any part of the Services, including but not limited to Content, without prior written approval from EDUNAKHO or the licensors of the Content, unless EDUNAKHO makes available the means for such distribution through functionality offered by the Services;

- f. you may not access the Content through any technology or means other than the means that EDUNAKHO may explicitly designate for this purpose (e.g. the Website(s) and video platform(s));
- g. you may not (attempt to) circumvent, disable or otherwise interfere with any security related features of the Services or features that restrict the use of Content;
- h. you may not use the Services in a way that would violate any law or other users' rights.

- 4.3. You may only use our Services for business purposes if (i) you are a representative of an educational institution that has entered into an agreement with EDUNAKHO, (ii) you comply with the terms and conditions of the agreement between EDUNAKHO and the educational institution and (iii) you use our Services through the educational institution's Account. All other use of our Services may be for non-commercial, personal purposes only.
- 4.4. EDUNAKHO reserves the right to change the Services, for example by adding or removing functionalities or features, and to permanently or temporarily stop providing the Services, without prior notice to you.

Article 5. Privacy

- 5.1. Our Privacy and Cookie Policy can be found at <https://mastertube.com/page/privacy-policy>. You are encouraged to read the Privacy and Cookie Policy as it explains you how EDUNAKHO treats your personal data and protects your privacy when you use the Services.

Article 6. User Postings

- 6.1. As a holder of an Account you may submit text, comments, reviews, links, playlists, graphics, photos, sounds, videos and other materials and information via the Services ('User Postings').
- 6.2. You understand and agree that you are solely responsible for your own User Postings and the consequences of submitting them, as are other users for their User Postings. User Postings do not reflect the views of EDUNAKHO, nor does EDUNAKHO endorse any User Postings or any information contained therein. EDUNAKHO expressly disclaims any and all liability in connection with User Postings.
- 6.3. You hereby waive any legal rights or remedies you (may) have against EDUNAKHO with respect to Content that is in any way objectionable to you, including but not limited to User Postings from other users which are inaccurate, offensive or indecent to you.
- 6.4. You may not submit User Postings that are violating any law, the Terms of Use and/or any applicable Additional Terms.
- 6.5. EDUNAKHO has the right, but not the obligation, to review User Postings in order to determine whether such User Postings are illegal or in violation of the Terms of Use and/or any applicable Additional Terms. EDUNAKHO may remove, edit or reject a User Posting, without notice to you and at its sole discretion, if EDUNAKHO believes that such User Posting is (potentially) in violation of any law, the Terms of Use or any applicable Additional Terms or (potentially) contrary to EDUNAKHO's commercial interests.

Article 7. Proprietary rights

- 7.1. You retain ownership of any intellectual property rights that you hold in your User Postings. By submitting User Postings you do however grant:
 - a. to EDUNAKHO, a worldwide, irrevocable, non-exclusive, royalty-free, transferable, perpetual and in all other ways unrestricted license to use, reproduce, distribute,

prepare derivative works of, modify, perform, display, publish and otherwise exploit all or any portion of the User Postings in connection with the Services and otherwise in connection with EDUNAKHO's business, including without limitation. The license includes the right for EDUNAKHO to grant sub-licenses others to the same extent;

- b. to other users of the Services, a worldwide, irrevocable, non-exclusive, royalty-free, perpetual license to access your User Postings through the Services and to use your User Postings to the extent permitted by the functionality of the Services and under these Terms of Use and any applicable Additional Terms.

- 7.2. You represent and warrant that you have all necessary rights, licenses, permissions and consents which are required to enable EDUNAKHO to use your User Postings for the purposes of providing the Services.
- 7.3. You agree that the User Postings you submit will not contain any material that is subject to third party proprietary rights, including but not limited to third party copyright, rights of privacy or rights of publicity, unless you have the right, license, permission or consent from the rightful owner to do so and to grant the EDUNAKHO and the other users of the Services the license described in paragraph 7.1.
- 7.4. Using our Services does not give you ownership of any intellectual property rights in our Services or the Content. With the exception of User Postings submitted by you, all other Content which is available through the Services is either owned by or licensed to EDUNAKHO, and is subject to intellectual property rights of EDUNAKHO or EDUNAKHO's licensors. The restrictions mentioned in paragraph 4.2d expressly apply to such Content. EDUNAKHO and its licensors reserve all rights not expressly granted in and to their Content.
- 7.5. Any third party trade or service marks present on Content which was not submitted by you are trade or service marks of EDUNAKHO or EDUNAKHO's licensors. You agree to refrain from using, altering or deleting such trade and service marks.

Article 8. Notification of breaches

- 8.1. You must notify EDUNAKHO immediately of any breach of the Terms of Use and/or any applicable Additional Terms of which you become aware, including but not limited to:
 - a. a breach of security or unauthorised use of the Account;
 - b. a breach of the Privacy and Cookie Policy;
 - c. a breach of your or others' copyrights.

Article 9. Third Party services

- 9.1. Some of the Services may interoperate with and/or contain hyperlinks to platforms, websites and services owned and/or operated by third parties ('Third Party Services'). EDUNAKHO does not verify, has no control over, and assumes no responsibility for the content, privacy policies or practices of the third parties owning and/or operating the Third Party Services. EDUNAKHO does not assume any liability for any loss or damage which you may incur by using or in relation to Third Party Services.
- 9.2. Our Services may require that you be a registered member of a Third Party Services, e.g. Facebook or LinkedIn, and provide certain account credentials and other information in order to access the Services of EDUNAKHO. Such Third Party Services may provide us with information about you, e.g. your email address, legal name, country of residence, location, date of birth and preferences and usage data, all as more fully described in our Privacy and Cookie Policy and the terms and conditions of the relevant Third Party Services.
- 9.3. You understand that Third Party Services may collect personal information from you when you use Third Party Services through our Services.

- 9.4. You agree that EDUNAKHO is not responsible for the availability of Third Party Services and does not endorse any information, products and/or materials which are available through Third Party Services, including but not limited to advertisements.
- 9.5. EDUNAKHO encourages you to be aware when using Third Party Services and to read the terms and conditions and privacy policy of each Third Party Service you use.

Article 10. Exclusion of warranties

- 10.1. The Services are provided 'as is'.
- 10.2. You acknowledge and agree that, to the fullest extent permissible by law, EDUNAKHO nor its partners (e.g. suppliers, licensors, distributors) make any warranty or representation to you with respect to the Services. In particular EDUNAKHO does not warrant or represent to you that:
- a. your use of the Services will meet your requirements;
 - b. the Services will provided uninterrupted, timely, secure or free from errors;
 - c. any information obtained by you by using the Services is accurate or reliable; and
 - d. defects in the operation of the Services or functionality offered by the Services will be corrected.

Article 11. Limitation of liability

- 11.1. You acknowledge and agree that, to the fullest extent permissible by law, EDUNAKHO shall not be liable for any loss or damage, of any kind, direct or indirect, in connection with or arising from using the Services or from the Terms of Use and the Additional Terms. In particular EDUNAKHO excludes it's liability for (i) any indirect or consequential losses which you may incur, including but not limited to loss of profit, loss of goodwill, loss of opportunity and loss of data, and (ii) any loss or damage which you may incur as a result of:
- a. any interruption of or errors in the Services;
 - b. defects in the operation of the Services or functionality offered by the Services;
 - c. your use of Third Party Services;
 - d. any reliance you placed on the completeness, accuracy or existence of any advertising on the Services;
 - e. changes EDUNAKHO may make to the Services;
 - f. your failure to keep the username and password combination of the Account confidential.
- 11.2. The limitations on EDUNAKHO's liability to you as described in Article 11.1 apply whether or not EDUNAKHO has been advised of or should have been aware of the possibility of any such losses or damages arising.
- 11.3. You agree to indemnify and hold EDUNAKHO and its partners (e.g. suppliers, licensors, distributors) harmless from any and all claims, liabilities, losses, damages, costs and expenses in connection with or arising from (i) your use of the Services, (ii) your failure to comply with the Terms of Use and the applicable Additional Terms or (iii) your User Postings.

Article 12. Miscellaneous

- 12.1. The Services, Terms of Use, the Additional Terms and your legal relationship with EDUNAKHO, shall be governed by the laws of the Netherlands. You agree that any legal matter between EDUNAKHO and you about or in connection with the Services, the Terms of Use or the Additional Terms will be submitted to the exclusive jurisdiction of the courts of the Netherlands. Furthermore you agree that EDUNAKHO shall still be entitled to apply for injunctive remedies in any jurisdiction.

- 12.2. If a particular term of the Terms of Use or Additional Terms is ruled by a court of law to invalid or unenforceable, the other terms will remain unaffected and will continue to be valid and enforceable.
- 12.3. You agree that if EDUNAKHO does not exercise or enforce any legal right or remedy it has, this does not mean that EDUNAKHO waives such right or remedy.
- 12.4. The Terms of Use and Additional Terms do not create third party beneficiary rights.
- 12.5. Where the Agreement refers to “written” or “in writing”, this also includes e-mail communication provided the identity of the sender and the integrity of the content can be adequately established.
- 12.6. The rights and obligations under the Terms of Use and Additional Terms may not be transferred or assigned by you, but may be transferred or assigned by EDUNAKHO without restriction and without notice to you.
- 12.7. You agree that EDUNAKHO may send you service announcements, administrative messages and other information in connection with your use of the Services.