TERMS AND CONDITIONS OF USE VOCALY SERVICES

I. GENERAL PROVISIONS

I.1. These terms and conditions contain the terms and conditions of the Users' use of the Vocaly Services, in particular the Mobile Application and the "VOCALY" website (hereinafter: "**Terms of Use**").

I.2. The Service Provider is a company under the business name Vocaly Pro spółka z ograniczoną odpowiedzialnością with its registered office in Lublin (address: 20-340 Lublin, ul. Garbarska 16), entered into the register of entrepreneurs of the National Court Register kept by the District Court Lublin - Wschód in Lublin with its registered office in Świdnik, VI Commercial Division of the National Court Register under KRS number: 0000777318, holding NIP: 9462687361, statistical number (REGON): 382855837.

I.3. These Terms of Use govern the relationship between the User and the Service Provider with respect to the User's use of the Services.

I.4. The User hereby represents that he/she have read, reviewed and fully accepted these Terms of Use and the Privacy Policy and that you are fully able and competent to enter into and abide by these Terms of Use and the Privacy Policy and all terms, conditions, obligations, representations and warranties set forth therein.

II. DEFINITIONS

II.1. Terms used in these Terms of Use shall have the following meanings:

II.1.1. "**Account**" has the meaning as described in point 4.1 of this Terms of Use;

II.1.2. "**Additional Terms**" have the meaning as described in point 3.9 of this Terms of Use;

II.1.3. "**Agreement**" means the agreement for the provision of Services provided by the Service Provider through the Website and Application, entered into between the Service Provider and the User under the terms and conditions set out in the Terms of Use;

II.1.4. "**Application**" or "**Mobile Application**" means a mobile application used for voice training which enables the User, to the extent depending on his/her User Type and Plan, in particular to: (i) use the library of exercises and exercise sets, read the exercise instructions and perform exercises using videos or the exercise module, including adjusting the exercises performed to the User's voice; (ii) have his/her voice acoustically analysed while performing an exercise, including recording and processing of the User's voice for the purposes of acoustic analysis, development of the Application and business needs of the Service Provider, on the terms set out in the Privacy Policy; (iii) track statistics (development history), including – in the case of a Vocalist and a Coach – use the Streak; (iv) in the case of a Coach – run the Coach's Studio, including accepting Vocalists joining the Coach's Studio, suspending and removing Students, taking notes during singing lessons, creating homework by selecting exercises available in the Application and assigning it to Students, and viewing statistics on the completion of homework by Students;

II.1.5. “**Coach**” means a User who selected the User Type “coach” when registering the Account and who uses the Application to teach singing to Students and for his/her own voice training;

II.1.6. “**Coach’s Studio**” means the functionality of the Coach’s Account within which the Coach cooperates with the Students added by him/her;

II.1.7. “**Payment Policy**” means the payment policy for the User's use of the paid elements of the Mobile Application, which policy is attached hereto as **Schedule No. 1** and is an integral part of the Terms of Use;

II.1.8. "**Consumer Rights Act**" means the Polish Consumer Rights Act of May 30, 2014 (i.e., Journal of Laws of 2020, item 287);

II.1.9. "**Copyright Law**" means the Polish Copyright and Related Rights Act of February 4, 1994 (i.e., Journal of Laws 2021, Item 1062);

II.1.10. "**Electronic Provision of Services Act**" means the Polish Act of July 18, 2002 on the provision of electronic services (i.e. Journal of Laws of 2020, item 344);

II.1.11. "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation;

II.1.12. “**Free Plan**” means a free-of-charge Plan under which the User has limited access to the functionalities of the Application, in particular access to a limited number of exercises and, in the case of a Coach, also the possibility to add a limited number of Students to the Coach’s Studio, in accordance with the Plans Description;

II.1.13. "**Newsletter**" means a distribution service provided electronically by the Service Provider via e-mail, which enables all Users who use it to automatically receive from the Service Provider the periodic content of successive editions of a newsletter containing information about new developments in the Services (in particular in the Application and the Website), as well as products and services offered by the Service Provider or other third parties with whom the Service Provider cooperates.

II.1.14. “**Paid Plan**” means a Plan subject to a fee, constituting Paid Content within the meaning of the Payment Policy, i.e. in the case of a Coach – the “Pro Plan” or the “Pro Plus Plan”, and in the case of a Vocalist – the “Premium Plan”, purchased for the billing period specified in the Plans Description;

II.1.15. “**Plan**” means a variant of access to the functionalities of the Application assigned to a Coach’s Account or a Vocalist’s Account, i.e. the Free Plan or a Paid Plan;

II.1.16. “**Plans Description**” means the current description of the Plans referred to in point 3.18 of this Terms of Use;

II.1.17. "**Service Provider**" or "**Vocaly**" means a company under the name of Vocaly Pro spółka z ograniczoną odpowiedzialnością with its registered office in Lublin (address: 20-340 Lublin,

ul. Garbarska 16), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Lublin - Wschód in Lublin with its registered office in Świdnik, VI Economic Department of the National Court Register under KRS number: 0000777318, having NIP: 9462687361, statistical number (REGON): 382855837;

II.1.18. "**Service Provider's Representatives**" – have the meaning as described in point 7.1.1 of this Terms of Use;

II.1.19. "**Services**" means the services provided by Service Provider to you in accordance with the Terms of Use, which include: (i) the Mobile Application and any other existing applications or those to be developed or offered by Service Provider in the future; (ii) the Service; and (iii) other content, applications and functionality of any kind that are currently offered or that will be offered by Service Provider in the future;

II.1.20. "**Streak**" means the functionality of the Application used to monitor the regularity of exercises performed by a Vocalist or a Coach, including by awarding levels (e.g. bronze, silver or gold), on the terms set out in point 3.23 of this Terms of Use;

II.1.21. "**Student**" means a User other than a Coach who has joined a Coach's Studio in accordance with point 3.14.1 of this Terms of Use – for as long as he/she remains in that Coach's Studio, including during the suspension period referred to in point 3.20 of this Terms of Use;

II.1.22. "**Terms of Use**" means these terms and conditions of use the Vocaly Services, together with any documents to which these terms and conditions refer, and any attachments, which form an integral part of these terms and conditions;

II.1.23. "**Trial Period**" has the meaning as described in point II.1 of the Payment Policy;

II.1.24. "**User**" means an individual who is at least 13 years of age;

II.1.25. "**User Content**" means any content that Users upload, publish or transmit (collectively, "Publish") to or through the Services, particularly through the Site or the Application, including, without limitation, any text, photographs, video recordings of Users, audio recordings of Users (including works contained therein that are copyrighted by Users) and any other works that are protected by mandatory laws;

II.1.26. "**User Type**" means the type of Account – Coach, Student or Vocalist – determining the scope of the functionalities of the Application available to the User, in accordance with points 3.13–3.15 of this Terms of Use;

II.1.27. "**Vocalist**" means a User other than a Coach who does not belong to any Coach's Studio;

II.1.28. "**Website**" means Provider's website available at https://vocalypro.com and its subdomains.

III. GENERAL RULES FOR THE USE OF SERVICES

III.1. The User is obliged to use the Services in a manner consistent with their intended use, with these Terms of Use and in a manner consistent with the law and morality, taking into account

respect for personal rights, personal data and copyrights and intellectual property of the Service Provider, other Users and third parties.

III.2. The use of the Application is voluntary. Registration of an Account and the use of the Application under the Free Plan, as well as the use of the Application by a Student, are free of charge and do not entail any financial obligations. The Coach and the Vocalist may voluntarily purchase a Paid Plan (Paid Content). Before purchasing a Paid Plan, the User will be informed, in particular, of its price, billing period, automatic renewal rules and the scope of available functionalities. The Payment Policy is attached as Schedule No. 1 to these Terms of Use.

III.3. The User is prohibited from providing unlawful content.

III.4. Technical requirements necessary for cooperation with the IT system used by the Service Provider: (1) mobile device of smartphone type with Android or iOS operating system, with fast access to the Internet, (2) access to electronic mail; (3) any web browser that can handle HTML5, CSS3, JavaScript and SSL encrypted connections; (4) free disk space of at least 300mb; (5) enable in the web browser the ability to save cookies and Javascript support; (6) the device must be equipped with a microphone and a speaker or headphones; (7) recommended amount of RAM 4GB

III.5. The Service Provider reserves the right to limit the availability of the application depending on the version of the operating system or device model. The application is designed especially for modern devices equipped with the latest components, current software versions of Android and iOS operating systems.

III.6. The Service Provider reserves the right to limit the availability to selected countries without giving any reason.

III.7. By using the Services, you agree with and will at all times comply with: (1) these Terms of Use and its provisions together with Payment Policy; (2) the Privacy Policy, which is an integral part of these Terms of Use; and (3) other rules and legal documents that may be posted from time to time on the Services. If you do not agree with these Terms of Use or the Privacy Policy, or fail to comply with them at all times, you may not use the Services.

III.8. The User is authorized to use the Services only if he/she agrees to fully comply with and actually abide by all applicable laws, these Terms of Use and the Privacy Policy.

III.9. Vocaly may also require the User to agree to additional terms and/or conditions that Vocaly makes available to you from time to time in connection with use of the Services, including, without limitation, any terms and conditions applicable to contests held by us as part of the Services (hereinafter referred to as the "**Additional Terms**"). All such Additional Terms are hereby incorporated into and subject to these Terms of Use and these Terms of Use shall prevail in the event of any conflict or inconsistency with the Additional Terms to the extent of such conflict or inconsistency.

III.10. The Services (including without limitation any content, melodies, exercises, titles, computer code, themes, objects, characters, catchy phrases, concepts, animations, sounds, musical compositions, audiovisual effects, methods of operation, etc.) are copyrighted works owned by the Service Provider and its third party licensors or suppliers, unless otherwise expressly stated.

III.11. The Service Provider reserves all rights, including without limitation all intellectual property rights or other proprietary rights, in connection with the Services to which the Service Provider is entitled.

III.12. The User acknowledges and fully agrees that nothing in these Terms of Use or the Privacy Policy shall have the effect of transferring to you or any third party ownership of any copyright, trademark, slogan, service mark, name or other proprietary right in any content available on and associated with the Services, nor shall you be deemed to have granted any right or license to distribute, publicly perform or prepare derivative works of any content available through the Services.

III.13. Within the Application, the following User Types are distinguished: Coach, Student and Vocalist. When registering an Account, the User selects the User Type: Coach or Vocalist.

III.14. The User Type of a Student and of a Vocalist may change while using the Application, provided that:

III.14.1. A Vocalist may join a Coach's Studio by entering the Coach's code in the Application and selecting the "Join the studio" option. By selecting this option, the Vocalist acknowledges that, once accepted by the Coach: (i) he/she will become a Student; (ii) the Coach will gain access to statistics on his/her completion of homework, in accordance with point 3.22 of this Terms of Use; (iii) the scope of his/her access to exercises will depend on the Coach's Plan, subject to point 3.21 of this Terms of Use; (iv) his/her Streak will not be visible in the Application, in accordance with point 3.23 of this Terms of Use. The Vocalist becomes a Student upon being accepted by the Coach in the Application;

III.14.2. A Student may leave the Coach's Studio at any time by selecting the "Leave the studio" option in the Application. The Student becomes a Vocalist upon selecting the "Leave the studio" option or upon being removed from the Coach's Studio by the Coach. A Student who has become a Vocalist uses the Application on the terms applicable to Vocalists, including under the Trial Period – if the Trial Period has not previously been used from the given Account (e-mail address) – and subsequently under the Free Plan, unless he/she has an active Paid Plan;

III.14.3. A Coach's Account may not be converted into an Account of another User Type, and neither a Student's Account nor a Vocalist's Account may be converted into a Coach's Account.

III.15. The scope of the functionalities of the Application available to particular User Types is as follows:

III.15.1. Coach – access to the library of exercises and exercise sets, voice analysis, his/her own statistics (including the Streak measuring the regularity of exercises performed by the Coach) and to running the Coach's Studio, to the extent and within the limits resulting from the Coach's Plan;

III.15.2. Student – access to exercises and exercise sets, homework assigned by the Coach, voice analysis and statistics (the Student's Streak is not visible in the Application, in accordance with point 3.23 of this Terms of Use); the scope of the Student's access to exercises depends on the Plan of the Coach to whose Coach's Studio the Student belongs: where the Coach has

the Free Plan – the Student has limited access to exercises corresponding to the Coach's Free Plan, and where the Coach is in the Trial Period or has a Paid Plan – access to all exercises. The use of the Application by a Student is free of charge. The Student acknowledges that a change of the Coach's Plan (including the end of the Coach's Trial Period or Paid Plan) results in a corresponding change in the scope of the Student's access to exercises;

III.15.3. Vocalist – access to the library of exercises and exercise sets, voice analysis and statistics (including the Streak), to the extent resulting from the Vocalist's Plan.

III.16. The Coach may use the Application under the following Plans:

III.16.1. Trial Period – available once per Account (e-mail address), starting upon registration of the Coach's Account and lasting for the period specified in the Plans Description, during which the Coach has access to all exercises and may add an unlimited number of Students to the Coach's Studio;

III.16.2. Free Plan – available to the Coach after the end of the Trial Period or a Paid Plan, unless the Coach has purchased (renewed) a Paid Plan, under which the Coach has limited access to exercises and may add a limited number of Students to the Coach's Studio, in accordance with the Plans Description;

III.16.3. Pro Plan – a Paid Plan under which the Coach has access to all exercises and may add to the Coach's Studio a number of Students not exceeding the limit specified in the Plans Description;

III.16.4. Pro Plus Plan – a Paid Plan under which the Coach has access to all exercises and may add an unlimited number of Students to the Coach's Studio.

III.17. The Vocalist may use the Application under the following Plans:

III.17.1. Trial Period – available once per Account (e-mail address), starting upon registration of the Vocalist's Account or upon a Student obtaining the status of a Vocalist and lasting for the period specified in the Plans Description, during which the Vocalist has full access to the functionalities of the Application available to Vocalists, including all exercises and the Streak;

III.17.2. Free Plan – available to the Vocalist after the end of the Trial Period or a Paid Plan, unless the Vocalist has purchased (renewed) a Paid Plan, under which the Vocalist has limited access to exercises and access to the Streak, in accordance with the Plans Description;

III.17.3. Premium Plan – a Paid Plan under which the Vocalist has access to all exercises.

III.18. The current Plans Description, including in particular the number of exercises available under the Free Plan, the Student limits, the length of the Trial Period for particular User Types and, in the case of Paid Plans, their prices and available billing periods, is made available in the Application and on the Website and, in the case of Paid Plans purchased through an app store, also in that store, each time before a Plan is selected or purchased. A Paid Plan is provided to the extent consistent with the Plans Description applicable at the time of its purchase, for the entire paid billing period.

III.19. The Service Provider may change the scope of the functionalities of the Application, including the scope of the Free Plan and the Trial Period (in particular the number of available exercises or the Student limit), only for valid reasons, i.e. in the event of: (i) a change in the law or the issuance of a judgment or decision of a competent authority; (ii) the need to ensure the security or proper functioning of the Application; (iii) the introduction of new functionalities or modification of existing ones; (iv) a change in the offer of Plans or in the Service Provider's business model; (v) a change in the requirements of app stores or service providers used by the Service Provider. The change does not involve any costs on the part of the User. A change in the scope of a Paid Plan does not apply to the current paid billing period. If the change materially and adversely affects the access to or use of the Application by a User who is a consumer or an entrepreneur with consumer rights, the Service Provider will inform such User of the change in advance, on a durable medium (in particular by e-mail), indicating its nature and the date of its introduction, and the User shall have the right to terminate the Agreement free of charge within 30 days from the date of introduction of the change or of being informed of it, whichever is later.

III.20. If the number of Students in the Coach's Studio exceeds the limit resulting from the Coach's Plan (in particular after the end of the Trial Period or a Paid Plan or after a change to a Plan with a lower Student limit), the Coach shall indicate in the Application the Students whom he/she suspends or removes from the Coach's Studio, so that the number of non-suspended Students does not exceed the limit. A suspended Student remains a Student in the Coach's Studio; however, the Coach may not assign homework to him/her or use any other functionalities of the Coach's Studio in relation to him/her until the suspension is lifted, which is possible within the limit resulting from the Coach's Plan. A suspended Student uses exercises to the extent resulting from the Coach's Plan and may leave the Coach's Studio in accordance with point 3.14.2 of this Terms of Use. A removed Student becomes a Vocalist in accordance with point 3.14.2 of this Terms of Use.

III.21. A Paid Plan purchased by a Vocalist remains active until the end of the paid billing period also after he/she joins a Coach's Studio and provides him/her with access to all exercises regardless of the Coach's Plan. Joining a Coach's Studio does not result in automatic cancellation of the Paid Plan subscription; a User who does not wish to continue it should disable its automatic renewal in accordance with the Payment Policy.

III.22. The Coach has access only to statistics concerning the completion of homework assigned by him/her to Students belonging to his/her Coach's Studio, for as long as they remain in the Coach's Studio. The Coach has no access to other statistics of a Student (including the history from the period in which the Student was a Vocalist), to the data of Vocalists, Students of other Coaches or former Students. Detailed rules for the processing of personal data in this respect are set out in the Privacy Policy.

III.23. The Streak is purely motivational in nature, is available only to Vocalists and Coaches (in the case of a Coach – with respect to the regularity of his/her own exercises) and is visible only to the User concerned. The Service Provider does not maintain public rankings of Users. The Streak and the levels awarded under it do not constitute a prize, have no monetary value and may not be exchanged for money or other benefits, sold or transferred to another Account. The Service Provider determines the rules for calculating the Streak in the Application and may change them for the reasons indicated in point 3.19 of this Terms of Use. A break in the

regularity of exercises may result in the Streak being reset, in accordance with the rules set out in the Application. During the period in which a Vocalist is a Student, his/her Streak continues to be calculated but is not visible in the Application; upon regaining the status of a Vocalist, the Streak is visible in a state that takes into account the period in which the User was a Student. Deletion of the Account results in the loss of the Streak.

III.24. Information presented in the Application or on the Website about functionalities planned to be introduced (marked in particular as “coming soon”) is for information purposes only, does not constitute part of the Services or an obligation of the Service Provider to make them available within a specific time or scope, and does not affect the content of Paid Plans. The rules for using new functionalities will be set out in the Terms of Use or in the Additional Terms before they are made available.

IV. REGISTRATION AND ACCOUNT MANAGEMENT

IV.1. In order to fully enjoy the benefits of the Services, in particular the Mobile Application, the User must download the Mobile Application and register an account (hereinafter referred to as the "**Account**"). The Account may only be used by the User. Only one Account may be registered per e-mail address. A User who wishes to use the Application both as a Coach and as a Vocalist shall register separate Accounts using different e-mail addresses; the Application may enable switching between such Accounts.

IV.2. Account registration requires:

IV.2.1. filling in the registration form by providing the following data:

(a) first and last name;

(b) email address;

(c) password;

(d) User Type: Coach or Vocalist;

IV.2.2. acceptance of the Terms of Use and Privacy Policy;

IV.2.3. clicks on the action box.

IV.3. The use of the Account and its particular functionalities, including the use of the Mobile Application may enable the User to provide additional data.

IV.4. The User declares that by registering the Account he/she has provided true, accurate, current and complete information and undertakes to keep his/her data provided within the Account updated in case of any changes.

IV.5. Logging into the Service requires a login and password. The login is the User's e-mail address. The password is determined by the User in the process of Account registration.

IV.6. A change or recovery of the password is possible through the password reset function available in the Mobile Application.

IV.7. An Account is set up for an indefinite period of time, whereby the User may, at any time and without providing any reason, delete the Account by the termination of the Agreement as described in point XIV of this Terms of Use.

IV.8. Deletion of the Account prevents the User from further use of its functionalities, including the Mobile Application.

IV.9. The User is responsible for the security of his/her Account and is fully responsible for all activities that occur using User's credentials. The User agrees to immediately notify the Service Provider at info@vocalypro.com, if User suspects or has knowledge of any unauthorized use of login credentials or any other breach of security with respect to the Account. Service Provider shall not be liable for any loss or damage resulting from any unauthorized use of User's credentials prior to notifying Service Provider of such unauthorized use or loss of User's credentials.

IV.10. Use of the Services in violation of the restrictions set forth in these Terms of Use, particularly in this Section 4.10, is strictly prohibited, which may result in immediate suspension or deletion, at the discretion of the Service Provider, of the Account, and may also subject the User to liability to another User or a third party (depending on the violation). User agrees that under no circumstances will:

IV.10.1. use the Services, intentionally or unintentionally, in connection with any violation of applicable law or regulation, or do anything that promotes a violation of applicable law or this Terms of use;

IV.10.2. post any information that is offensive, threatening, or contains nudity, obscene, defamatory, libelous, or racially, sexually or religiously offensive;

IV.10.3. make available through the Services any material or information that infringes the copyright, trademark, patent, trade secret, right of privacy, right of publicity or other rights of any person or entity, or impersonates any other person;

IV.10.4. use the Services or any part thereof for commercial purposes without the express written consent of Provider (save for the use of the Application by a Coach for teaching singing to Students, in accordance with its intended purpose);

IV.10.5. interfere or attempt to interfere with the proper functioning of the Services or connect to or use the Services in any manner not expressly permitted by these Terms of Use;

IV.10.6. except as permitted by law or applicable open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code of the underlying software or other intellectual property used to provide the Services, or derive any information from the Services by methods not expressly permitted by the Service Provider, or reverse engineer; or

IV.10.7. copy, modify or distribute the rights or content belonging to the Services, the copyrights or trademarks of the Service Provider, or use any method to copy or distribute the content of the Services, except as expressly permitted in these Terms of Use.

IV.11. The Service Provider may, in its sole discretion, with or without notice to User, limit, suspend, terminate, modify, or terminate User's Accounts or access to the Services or portions thereof if User or Service Provider suspects that User is not complying with the provisions of these Terms of Use or in the case of actual or suspected illegal or inappropriate use of the Services. Termination of the Account may include blocking User's access to the Services or portions thereof, including content submitted by the User or other Users of which the Service Provider shall notify the User in each case by email correspondence.

IV.12. The Service Provider may, with or without prior notice, suspend or terminate an Account, particularly if there are activities on the Account that, in the Service Provider's sole discretion, constitute or may constitute a violation of the Agreement, the Terms of Use or the Privacy Policy, cause damage to or deterioration of the Services, violate the rights of third parties, damage or compromise the Service Provider's reputation, or violate applicable laws. In addition, if messages sent to the email address provided by the User are returned as undeliverable, the Service Provider may immediately delete the Account without notice and without liability to the User or any third party of which the Service Provider will notify the User in each case by email correspondence.

IV.13. A Coach's Account and a Vocalist's Account registered by the same person constitute separate Accounts. Paid Plans, the Trial Period and data associated with an Account (including the Streak and statistics) are not transferred between such Accounts.

IV.14. A User under 18 years of age may purchase a Paid Plan only with the consent of his/her statutory representative. A User under 16 years of age may give the consents provided for in the Privacy Policy only with the consent or authorisation of his/her statutory representative.

V. INTELLECTUAL PROPERTY RIGHTS

V.1. The copyright and intellectual property rights in the Services, and in particular, but not exclusively, in the Website and Application, as a whole and in their individual elements, including the content, graphics, works, designs and signs available thereunder, belong to the Service Provider or to other authorised third parties and are protected by copyright and other provisions of generally applicable law. The protection granted to the Services, in particular, but not exclusively, the Website and the Application shall cover all forms of expression thereof.

V.2. With the exception of User Content, the content that Service Provider makes available to Users on the Services, particularly on the Site or Application through the Services, including without limitation any graphics, text, images, software and interactive features, may be protected by copyright or other intellectual property rights and is the property of the Service Provider or its licensors or other authorized third parties.

V.3. The Services, and in particular, but not exclusively, the Website and Application, shall be treated as any other work (pl: utwór) subject to copyright protection. The User may not copy the Services, including the Website and Application, except as permitted by mandatory provisions

of law. The User also agrees not to modify, adapt, translate, decode, decompile, disassemble or in any other way attempt to determine the source code of the Services, in particular the Application, except as permitted by mandatory provisions of law.

V.4. Subject to the provisions of these Terms of Use and the mandatory provisions of law, the User does not obtain any copyright in the Services, in particular, but not exclusively, in the Website and the Application. Subject to the terms and conditions set forth in these Terms of Use and subject to the User's acceptance of these Terms of Use and the Privacy Policy and continued compliance with these Terms of Use, the Privacy Policy and the Agreement, the Service Provider grants the User only a limited, non-exclusive, non-transferable and non-sublicensable license to use the Services, in particular the Website and the Application, and the related software (executable version only, without source), solely for personal, non-commercial use, and, in the case of a Coach, also for the purpose of teaching singing to Students, provided that such use by the User of the Services shall be consistent with their intended use, with these Terms of Use, with the Privacy Policy and in a manner consistent with the law and morality, respecting personal rights, personal data, copyrights and intellectual property of Provider, other Users and third parties.

V.5. The license referred to in point 5.4 above entitles the User only to install, use, apply, display or otherwise use the Application in accordance with the Terms of Use. The license is granted at the time of commencement of use of the Application, or, in the case of a Paid Content, as detailed in Schedule No. 1 to the Terms of Use at the time of payment in accordance with the Terms of Use, and for a limited period of time - for the duration of the use of the Application, or for the paid-up period in the case of a paid variant. The license also includes any updates, modified versions, corrections, additions and copies of the Application. The license for Paid Content is chargeable and time-limited, according to the variant chosen by the User, and is granted upon payment of the fee in accordance with the Payment Policy – if the User has stated that he or she wants to immediately use the services available for a fee, i.e. before the expiration of the 14-day period for filing a declaration of withdrawal, and otherwise after the expiration of this period

V.6. Nothing in these Terms of Use grants the User a license to reproduce, distribute, publicly perform, publicly display, synchronize or otherwise use and exploit any third party content. The User is solely responsible for establishing the rights to third party content.

V.7. Nothing in these Terms of Use authorizes the User to: (i) use any aspect of a musical work or sound recording in any manner not expressly permitted by these Terms of Use; (ii) modify, alter or adapt the lyrics or basic character of any musical work or sound recording; (iii) exploit the history of any musical work; or (iv) criticize any copyright owner, author, composer or lyricist of any musical work or sound recording. For clarity, any violation of the preceding sentence and/or other terms set forth in this Section V of the Terms of Use may be considered copyright infringement, with no defense available under applicable law.

V.8. The User hereby acknowledges and agrees that if the User (i) intends to publish a User recording outside of the Services; or (ii) use a User recording for any commercial purpose, then in each case you must obtain all necessary consents from each owner of any third party content contained in such User recording. For purposes of the foregoing sentence, "commercial purpose" means any purpose that may directly or indirectly generate income, revenue, or other tangible or intangible benefit to the User or any third party, excluding the Service Provider.

V.9. All rights, apart from those mentioned in these Regulations, expressly granted to the User are reserved by the Service Provider, in particular the User is not entitled, within the scope of the granted license, to:

V.9.1. translate, correct, adapt, rearrange or make any other changes to the Services, in particular the Application;

V.9.2. to distribute the Services, including the Application, in particular by renting or leasing copies thereof;

V.9.3. sublicense the Services, including the Application (in particular the right to authorise other persons to use the Application;

V.9.4. to market the Services, including the Application, in particular to lend or hire or transfer in billing.

V.10. The structure, organization and source code of the Services, in particular the Website and the Application, are valuable trade secrets of the Service Provider and its suppliers. They are also protected by applicable laws, in particular by Copyright Law.

VI. USER CONTENT

VI.1. By posting any User Content on the Services, particularly within the Application, the User represents and warrants that:

VI.1.1. is the exclusive holder of its economic copyright or of the rights arising from the relevant license, which it may freely dispose of and use, in particular to publish the materials on the Services, in particular on the Website and in the Application, and to make them publicly available in this way;

VI.1.2. the copyrights to which the User is entitled in respect of the User Content do not threaten or infringe the rights of third parties, in particular do not infringe their economic or personal copyrights, and the User ensures that has satisfied, or will satisfy by the date of posting of the materials as part of the Services (including as part of the Website and Application), all rights of third parties in connection with the content of those materials,

VI.1.3. in the event that a third party asserts claims arising out of infringement of the rights set out above, the User shall compensate the Service Provider, as the sole responsible party, for the costs incurred in connection with the claim for damages against him, and shall indemnify Service Provider against any liability arising therefrom.

VI.2. Upon posting the User Content on the Services (in particular on the Website and within the Application), the User grants the Service Provider a non-exclusive, royalty-free, unlimited by time and territory license to use the materials posted on the Services (in particular on the Website and within the Application) in whole and in part in all fields of use known to the User and the Service Provider at the time of granting the license, in particular to the extent of:

VI.2.1. fixation in any medium;

VI.2.2. reproduction in any technique, including: magnetic technique on video cassettes, audiovisual discs, photosensitive and digital technique, including DVD, VCD, CD-ROM, computer recording technique on all types of media adapted to this form of recording, production of specific copies of the work, including printing, reprography, magnetic recording and digital technique;

VI.2.3. public performance, exhibition, display, performance, including venues open to the public for an admission fee;

VI.2.4. domestic and international trading rights;

VI.2.5. lend, rent or exchange the media on which the work is recorded;

VI.2.6. to exhibit, display, broadcast in whole or in freely selectable excerpts by means of wire or wireless vision and/or audio by any technique - regardless of the system, standard and format by a terrestrial station, cable broadcasting,

VI.2.7. broadcast in whole or in any selected excerpts via satellite;

VI.2.8. integral and simultaneous re-broadcast by another television organization;

VI.2.9. making foreign language versions;

VI.2.10. introduction into computer memory and into multimedia network in unlimited number of broadcasts and size of edition;

VI.2.11. use on websites;

VI.2.12. use in multimedia works;

VI.2.13. marketing via the Internet and other data transmission techniques using telecommunications, computer and wireless networks;

VI.2.14. use of any excerpts for promotional and advertising purposes;

VI.2.15. use in full or in freely selected excerpts in interactive services made available via the Internet and other data transmission techniques, including telecommunications, IT and wireless networks;

VI.2.16. make changes, abbreviations;

VI.2.17. retransmission and making it available to the public in such a way that everyone can access it from a place and at a time individually chosen by them.

- in an unlimited number of transmissions and volumes.

VI.3. At the same time, the User consents to the Service Provider exercising and allowing the Service Provider to exercise derivative copyrights on the User Content and authorizes the Service Provider to exercise copyright supervision over the use of the User Content. To the extent of dependent works created on the basis of the User Content, the User hereby grants irrevocable

permission to use them to the full extent identical to the scope of use of the basic work. The Service Provider has the right to transfer his rights in whole or in part to third parties (sublicense).

VI.4. The User is not entitled to remuneration for granting the license referred to in this section VI of the Terms of Use to the Service Provider.

VI.5. The User has the right to post an unlimited amount of User Content on the Services (including the Site and the Application), subject to the technical capabilities of the Services.

VI.6. The Administrator may remove User Content deemed by him to be in violation of the Rules or generally applicable laws without warning and without notice. Persistent posting of materials that violate the Rules or the law may result in suspension or deletion of the Account.

VI.7. For the avoidance of doubt, the Service Provider is not responsible for any unauthorized use of User Content by any User.

VII. LIMITATION OF LIABILITY AND REPRESENTATIONS

VII.1. The following rules described in this Section VII of the Terms of Use shall apply to the fullest extent permitted by law:

VII.1.1. the Service Provider, its affiliates and their respective agents, representatives, members of the Board of Directors, members of the Supervisory Board, partners, employees, associates, directors, agents, suppliers, licensors (collectively "**Service Provider's Representatives**") do not make any warranties or representations of any kind with respect to the Services (in particular, the Website and the Application) and any content available through the Services (in particular, the Website and the Application), including but not limited to their accuracy, reliability, completeness, appropriateness, timeliness or reliability;

VII.1.2. the Service Provider's Representatives shall not be liable in any way for the truthfulness, accuracy, completeness or non-misleading nature of any content on the Services (in particular, the Website and the Application) or any other information provided to the User, nor for any errors, mistakes or omissions contained therein, nor for any delays or interruptions in the transmission of data or the stream of information, for whatever reason;

VII.1.3. the User acknowledges and agrees that uses of the Services (in particular, the Services and the Application) and any content contained therein is at your own risk and the User is solely responsible for any content sent by the User, including User Content, within the Services, in particular to the Website and the Application, and the User is also solely responsible for the use of the Services, including the Application and the Website, in particular for any consequences related to the use of the Services, including health consequences (e.g. resulting from singing);

VII.1.4. the Service Provider shall not be liable to the Users in any way whatsoever for any damage arising in connection with the User's use of the Services, in particular for any damage to health (including damage to the broader vocal organs);

VII.1.5. the Service Provider’s Representatives do not guarantee in any way that the Services (and in particular the Website and the Application) will operate error-free, or that the Services (and in particular the Website and the Application) and any content contained therein will be free of computer viruses or similar contamination or harmful functions. If your use of the Services or any content therein results in the need to service or replace equipment or data, neither Service Provider nor any of Service Provider's Representatives shall be liable for such damages;

VII.1.6. in no event shall any of Service Provider's Representatives be liable for any damages (direct or indirect, punitive, incidental, consequential, lost profits or damages resulting from lost data or business interruption) arising out of or in connection with, the use of or inability to use the Services and any content therein, whether based on warranty, contract, tort (including negligence), or any other legal basis, even if any of Service Provider's Representatives has been advised of the possibility of such damages;

VII.1.7. the Service Provider's liability for damages arising out of the Service Provider's activities specified in these Terms of Use shall in each case be limited exclusively to actual damage (excluding lost profits);

VII.1.8. the Service Provider's liability for damages arising from the Service Provider's activities under these Terms of Use is limited to the amount of fees paid by the User for the Services, and in the case of free Services, this liability is limited to the amount of PLN 50 (in words: fifty zlotys) for all violations against one User; the limitation of liability referred to in this point 7.1.8 shall not apply to Users who are consumers;

VII.1.9. the User acknowledges that the Service Provider and the Service Provider's Representatives are not responsible for the content or for improper or illegal acts or omissions of any third parties, and the risk of damages and compensation for these reasons is entirely borne by the User.

VIII. THIRD PARTY CLAIMS

VIII.1. To the fullest extent permitted by law, any and all disputes with third parties arising out of use of the Services, including but not limited to a copyright owner or other User, shall be directly between the User and such third party, and you irrevocably release Service Provider and Service Provider’s Representatives from any and all claims, demands and damages (actual and lost profits) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

IX. INDEMNIFICATION

IX.1. To the fullest extent permitted by law, the User agrees to indemnify and hold harmless the Service Provider and the Service Provider's Representatives from and against any claim arising out of (a) violation of these Terms of Use by such User; (b) use or misuse of the Services by such User; or (c) the User Content.

IX.2. The Service Provider will notify User of any claim under this Section 9.1 of these Terms of Use. The Service Provider reserves the right to assume the exclusive defense of any claim or

proceeding subject to indemnification under this Section IX of these Terms of Use if the Service Provider determines that User is unwilling or unable to defend Service Provider's interests. In such case, the User agrees to cooperate with any legitimate claims against the Service Provider at User's expense.

X. NEWSLETTER

X.1. Using the Newsletter shall take place after completing three consecutive steps by the Customer: (i) providing in the Newsletter tab or Newsletter pop-up visible on the Site the e-mail address to which subsequent editions of the Newsletter are to be sent; (ii) clicking the action box; and (iii) confirming the Newsletter subscription by clicking on the confirmation link sent automatically to the provided e-mail address. It is also possible to sign up for the Newsletter when setting up the Account by checking the appropriate checkbox - in this case when the Account is set up the Customer becomes a Newsletter subscriber.

X.2. The Newsletter service is provided free of charge for an indefinite period of time.

X.3. The Customer has the opportunity, at any time and without giving reasons, to unsubscribe from the Newsletter (Newsletter unsubscribe) by sending an appropriate request to the Service Provider, in particular via contact form, e-mail to the address info@vocalypro.com or in writing to the Service Provider's address indicated in these Terms of Use.

XI. COMPLAINTS

XI.1. The User has the right to file complaints regarding the Services. Complaints should be submitted: (i) in writing to the Service Provider's address set forth in the body of these Terms, or (ii) by email to info@vocalypro.com.

XI.2. In order to enable effective consideration of the complaint, the User should indicate in its content:

XI.2.1. identification of the User (including indication of e-mail address),

XI.2.2. a description of the concerns, irregularities and non-conformities raised, together with the date on which they occurred.

XI.3. Before considering the complaint, the Service Provider may request the User to supplement it, if the information provided by the User, referred to in clause 11.2 above, requires clarification in order to properly consider the complaint.

XI.4. The Service Provider undertakes to consider the complaint or reported irregularities and respond to the User immediately, but no later than within 30 (thirty) days from the date of receipt.

XI.5. The response to the reported complaint shall be provided to the User by e-mail to the e-mail address provided in the Account registration, unless the User demands a different form of response in the content of the complaint (telephone, postal mail).

XII. PERSONAL DATA PROTECTION

XII.1. The administrator of Users' data is the Service Provider.

XII.2. The Service Provider processes the Users' personal data, inter alia, in order to enable the Users to use the Services (including the Website and the Application), including to provide the Services to the User.

XII.3. Detailed rules on processing of Users' personal data by the Service Provider, including the rules on contacting the Service Provider, information about the basis of data processing and Users' rights in connection therewith, are contained in the Privacy Policy available in the Application and at https://vocalypro.com/.

XIII. WITHDRAWAL FROM THE CONTRACT BY THE CONSUMER

XIII.1. Users who are consumers have the right to withdraw from the contract concluded with the Service Provider within 14 days from the conclusion of the contract without giving any reason.

XIII.2. The withdrawal period expires 14 days after the conclusion of the contract.

XIII.3. In order to exercise the right of withdrawal, the User who is a consumer must inform the Service Provider of its decision to withdraw from this contract by an unequivocal statement, by sending the information electronically to the e-mail address info@vocalypro.com or in writing to the Company's registered address.

XIII.4. In order to comply with the withdrawal period, it is sufficient for the User who is a consumer to send a communication concerning the exercise of its right of withdrawal before the withdrawal period has expired.

XIII.5. When making a statement of withdrawal, the User may, in particular, use the model withdrawal form attached as Appendix 2 to the Consumer Rights Act.

XIII.6. If the User withdraws from the Agreement, the Agreement is considered not concluded.

XIII.7. Withdrawal from the Agreement or the termination of the Agreement shall result in the removal of the Account by the Service Provider, and simultaneous cessation of the provision of Services.

XIII.8. Removal of the User Account by the Service Provider shall take place immediately upon receipt of the withdrawal from or termination of the Agreement, of which the Service Provider will inform the User by e-mail correspondence.

XIII.9. The provisions of this section shall not apply to entrepreneurs who do not have the right to withdraw from the Agreement.

XIII.10. If a User who is a consumer has requested that the provision of the service under a Paid Plan begin before the expiry of the withdrawal period and subsequently withdraws from the Agreement with respect to the Paid Plan, he/she shall pay an amount proportionate to the extent of the services performed until the moment he/she informed the Service Provider of the withdrawal, calculated on the basis of the price of the Paid Plan for the given billing period. The remaining part of the fee paid shall be refunded immediately, and in any event no later than

within 14 days from the date of receipt of the withdrawal statement, using the same means of payment as used by the User, unless the User has expressly agreed to a different method of refund which does not involve any costs for him/her. In the case of Paid Plans purchased through the Apple App Store or Google Play, withdrawal from the agreement and the refund of payment are carried out in accordance with the rules of the operator of the given store, and the Service Provider will provide the User with the necessary assistance in this respect.

XIV. TERMINATION

XIV.1. Provision of the Services by the Service Provider is perpetual. The User has the right to terminate the Agreement at any time, subject to a 14-day notice period.

XIV.2. The User may submit a statement of termination of the Agreement in writing by sending it to the postal address of the Service Provider given in these Terms of Use or electronically to the e-mail address: info@vocalypro.com. Termination of the Agreement can also be done through the corresponding action button in the Application allowing to delete the Account.

XIV.3. Subject to other provisions of these Terms of Use, Service Provider is entitled to terminate the Agreement upon 14 days' notice.

XIV.4. The Service Provider has the right to immediately terminate the agreement in case of violation by the User of the provisions of the Terms of Use or Privacy Policy, as well as violation of generally applicable laws.

XIV.5. Termination of the Agreement results in deletion of the Account by the Service Provider, and simultaneous cessation of the provision of Services. The deletion of the Account by the User directly within the Application is tantamount to the termination of the Agreement.

XIV.6. Removal of the User's Account by the Service Provider shall take place within 14 (fourteen) days of receipt of the termination notice of the User. The Service Provider will inform the User about the removal of the Account through email correspondence, which is equivalent to the acceptance of the statement of termination of the Agreement.

XIV.7. Termination of the Agreement shall not entitle the User to claim a refund of the fee paid for Paid Content, as detailed in Schedule No. 1 Payment Policy, having the nature of a one-time time limited license, subject to mandatory provisions of law, in particular the provisions of the Consumer Rights Act concerning the refund of the price in the event of termination of the Agreement in connection with a change referred to in point 3.19 of this Terms of Use.

XV. FINAL PROVISIONS

XV.1. The Service Provider may amend these Terms of Use for valid reasons, i.e. in the event of: (i) a change in the law affecting the content of these Terms of Use or the provision of the Services; (ii) the issuance of a judgment, decision, recommendation or guideline of a competent court or authority; (iii) a change in the scope or manner of provision of the Services, including the introduction of new, or the modification or withdrawal of existing, functionalities or Plans; (iv) the need to ensure the security of the Services or to prevent abuse; (v) a change in the terms of app stores or service providers used by the Service Provider; (vi) technological changes

affecting the provision of the Services; (vii) the need to remove ambiguities, errors or clerical mistakes. Changes to the scope of the functionalities of the Application are additionally made subject to point 3.19 of this Terms of Use.

XV.2. The User shall be informed on amendments to the Regulations by sending information to the User's e-mail address or within the Services (e.g. by information on the Website or Application). If the User does not submit a statement of termination of the agreement within 14 days from the date of notification of changes to the Terms of Use, it shall be deemed that the amendments have been accepted by the User. The terms and conditions of the agreement shall be terminated by sending a notice of termination of the agreement to the e-mail address provided in the notice.

XV.3. Amendments to these Terms of Use shall not affect the rights acquired by the User before the date on which the amendments enter into force; in particular, a Paid Plan paid for before that date shall be provided on the existing terms until the end of the current billing period.

XV.4. If, as a result of any amendments made to the Terms of Use or Privacy Policy, you no longer agree to any or all of them, then you may terminate the Agreement in the manner referred to in point 15.2 of this Terms of Use.

XV.5. To the extent that these Terms of Use would conflict with the Privacy Policy or any other provision of these Terms of Use or other Service Provider documents, then these Terms of Use shall prevail.

XV.6. A user who is a consumer has the right to use out-of-court ways of dealing with complaints and claims, in particular with the help of municipal (district) consumer ombudsmen, social organisations whose statutory tasks include consumer protection (e.g. the Consumer Federation), or permanent consumer arbitration courts operating at the voivodeship inspectors of the Trade Inspection.

XV.7. Information about other available means of out-of-court dispute resolution, including a list of Consumer Ombudsmen and procedures related to out-of-court dispute resolution is available at: https://www.uokik.gov.pl/pomoc.php

XV.8. Any disputes arising under these Terms of Use or the Privacy Policy shall be resolved amicably. If it is not possible to reach an agreement between the User and the Service Provider by means of amicable dispute resolution, the matter will be settled by the common court competent for the seat of the Service Provider or other – competent according to binding law (in case of consumers).

XV.9. In matters not covered by these Terms of Use, the provisions of generally applicable Polish law shall apply, and in particular the provisions of the Civil Code, the provisions of GDPR, the Act on Consumer Rights and the provisions of the Act on Providing Services by Electronic Means.

XV.10. These Terms of Use or the Privacy Policy shall be governed by the laws of Poland, unless other mandatory regulations provide otherwise. The Polish version of these Terms of Use shall prevail.

XV.11. These Regulations, as amended, are effective as of 23.11.2026.

XV.12. The Service Provider may make the changes introduced by the amended Terms of Use with respect to User Types, Plans, the scope of Students' access to exercises and the Streak (hereinafter: the "**Functional Changes**") available to Users gradually, in particular through successive updates of the Application or initially to a selected group of Users, but no later than within 45 days from the date on which the amended Terms of Use enter into force. The Functional Changes are made available simultaneously to a Coach and to the Students belonging to his/her Coach's Studio. Until the Functional Changes are made available to a given User, the provisions of the Terms of Use in the wording in force before the date on which the amended Terms of Use enter into force, made available on the Website, shall apply to his/her Account in that respect. The gradual making available of the Functional Changes does not involve any costs for the User and does not affect the acquired rights referred to in point 15.3 of this Terms of Use.

XV.13. As of the moment the Functional Changes are made available to a given User in accordance with point 15.12 of this Terms of Use: (i) that User's Account registered with the "student" type which does not belong to any Coach's Studio becomes a Vocalist's Account; (ii) Paid Plans purchased by that User before that moment are provided on the existing terms until the end of the current billing period; (iii) the scope of Students' access to exercises depending on the Coach's Plan, referred to in point 3.15 of this Terms of Use, applies from that moment; (iv) the Students' Streak is not visible in the Application, in accordance with point 3.23 of this Terms of Use.

SCHEDULE NO 1. – PAYMENT POLICY

I. PAID CONTENT

I.1. The use of the Application under the Free Plan and by Students is free of charge and does not entail any financial obligations. The Coach and the Vocalist may purchase a Paid Plan (in the case of a Coach – the Pro Plan or the Pro Plus Plan, and in the case of a Vocalist – the Premium Plan), which is completely voluntary, in exchange for payment of subscription or other fees (hereinafter referred to as the "**Paid Content**"). The fees charged may be one-time or automatically renewed, as described in the respective platforms of the Services.

I.2. By choosing to access, purchase or subscribe to any Paid Content, the User hereby authorizes the Service Provider to charge User's credit card or other payment method of his/her choice for all costs and fees associated with such Paid Content.

I.3. The User acknowledges and agrees that the User is solely responsible for all applicable fees and charges, including applicable taxes, and all subscription fees and purchases made by the User or by anyone using his/her Account. If the User is acting on behalf of an entity, the User represents that is authorized to act on behalf of such entity.

I.4. The Service Provider may use a third-party payment processor to facilitate payments for the Services. If the User makes a purchase through a third-party app store (e.g., Apple App Store or Google Play Store), the purchase will be subject to such third-party's applicable payment policies, terms of use and other applicable policies that may be applied by such third-party. In addition, the Service Provider may use a third party entity to manage Users' payments and subscriptions (e.g. RevenueCat).

I.5. In order to access Paid Content, the User shall provide valid payment information. If the payment information provided by the User is rejected for payment of the subscribed Paid Content, the User shall provide alternative valid payment information to the Service Provider or its access to the Paid Content may be suspended at the sole discretion of the Service Provider. In this case, the User will be granted access to the Paid Content as soon as the provided payment information is processed and approved.

I.6. Notwithstanding point I.4 above, the Service Provider may make a Paid Plan available outside app stores, on the basis of a separate agreement or individual order, in particular with a User who is an entrepreneur or with an entity purchasing access for Users designated by it, settled on the basis of an invoice issued by the Service Provider. In such a case, the price, access period, payment deadline and the rules for any extension of access are set out in that agreement or order. Unless the agreement or order provides otherwise, access is automatically renewed for successive periods of the same length, unless the User or the entity purchasing access cancels the renewal before the end of the current period. Point IV of the Payment Policy applies to price changes in subsequent periods. In all other respects, the Terms of Use apply. If the purchaser is a consumer, the Service Provider will, before concluding the agreement, provide him/her with the information required under the Consumer Rights Act, including information on the right of withdrawal.

II. TRIAL PERIOD

II.1. For subscriptions to Paid Content, the Service Provider may, at its sole discretion, offer a trial period during which such Paid Content may be available without payment or at a reduced rate (hereinafter referred to as the "**Trial Period**"). The terms and conditions of the Trial Period may vary depending on the promotion, the type of subscription, the User Type and the period selected by the User at the time of purchase. The length of the Trial Period may differ for particular User Types and is each time indicated in the Plans Description before the Trial Period begins.

II.2. The Service Provider reserves the right, in its sole discretion, to determine whether the User is eligible for the Trial Period and may cancel or change the terms of the Trial Period at any time without notice or liability to the User, within the limits permitted by applicable law, provided that a change in the terms of the Trial Period does not apply to Trial Periods already started.

II.3. The Service Provider may require the User to provide with valid payment information in order to start the Trial Period. By providing with this information, the User agrees that unless the User's choose to cancel paid subscription prior to the end of the Trial Period, Service Provider may automatically begin charging the User for such Paid Content, beginning on the first day following the Trial Period, on a monthly (or recurring) basis, as notified by you, until the User cancels the subscription to such Paid Content (i.e., disable automatic renewal in your "account settings" or through the Apple App Store or Google Play Store).

II.4. If the User does not wish to be charged for the use of Paid Content, the User must cancel the subscription to such Paid Content before the end of the Trial Period. If the User cancels the subscription to Paid Content, the Account will only have access to those portions of the Services that the User can access free of charge.

II.5. The Trial Period granted in the Application to Coaches and Vocalists (once per Account – e-mail address) does not require the provision of payment information and does not automatically convert into a paid subscription. After its end, the User's Account switches to the Free Plan, unless the User purchases a Paid Plan. Points II.3 and II.4 above apply only to Trial Periods offered as part of a subscription purchased through an app store.

III. BILLING, RENEWALS AND CANCELLATION OF SUBSCRIPTIONS

III.1. The subscription fee for Paid Content may be charged as a one-time payment in advance for the subscribed period (in particular monthly, quarterly or annual – in accordance with the Plans Description for the given Paid Plan) or in monthly installments charged monthly in advance for the subscription period.

III.2. If the User chooses to automatically renew subscription to Paid Content, the User understands and agrees that the subscription will automatically renew at the end of the subscription period, and payment for the renewal period will be automatically charged using the payment information the User provides, unless the User cancels the subscription before the end of the current subscription period.

III.3. The Service Provider reserves the right to change the subscription fees for the Services, effective from the start of the next subscription period, by notifying the User of such change at least 30 days before the end of the current subscription period. The User will receive standard

updates to the Services that are generally made available by the Service Provider during the subscription period. However, the Service Provider reserves the right to offer additional features or premium feature enhancements for an additional fee.

III.4. The Service Provider may, at its sole discretion, from time to time cancel or add Services offered free of charge, increase or decrease the amounts required for the Paid Content, require payment for Services that were previously offered free of charge, and introduce new free or paid Services.

III.5. In order to make a payment, the User will be redirected to a trusted payment processing site. No payment information is collected, processed and/or stored by the Service Provider.

III.6. The User may cancel automatically renewing subscription to Paid Content through the Account settings or by contacting Service Provider's help desk at email: info@vocalypro.com. If the User has purchased a paid subscription to Paid Content through a third party (e.g., Apple App Store or Google Play Store), the User may cancel such paid subscription through such third party in accordance with such third party's applicable terms and payment policies.

III.7. Except as otherwise provided in these Terms and Conditions, the user hereby agrees that any payments made to the Service Provider are and shall be final and non-refundable, subject to the rights of the User under mandatory provisions of law, including the right to withdraw from the Agreement (Section XIII of the Terms of Use). This is because they constitute a one-time grant of a paid, non-exclusive, time-limited license.

IV. PRICE CHANGE

IV.1. The Service Provider's prices and fees for access to Paid Content may change from time to time.

IV.2. In the event that the fees for access to Paid Content change, the Service Provider shall notify the User in advance and provide the User with an opportunity to learn about such changes.

IV.3. Price changes will take effect at the beginning of the next subscription period after the date of the price change.

IV.4. To the extent permitted by applicable law, the User's continued use of the Services after any price or fee change becomes effective shall mean that the User accept such price or fee change.

IV.5. If the User does not accept the price change, the only User's right is to reject the change by cancelling subscription to Paid Content before the price change takes effect.

IV.6. The User agrees that in the event that Service Provider is unable to collect the subscription fees owed to Service Provider for services related to the use of Paid Content, Service Provider may take any steps it deems necessary to collect such fees from the user, and that the user will be responsible for all costs and expenses incurred by Service Provider in connection with such actions, including fees, court costs and other charges related to the collection of amounts owed.

V. OTHER PROVISIONS

V.1. If the User fails to make any payment on time, in addition to any other available remedies: (i) Service Provider may charge interest in an amount equal to the maximum interest referred to in Article 481 §2[1] of the Civil Code of April 23, 1964. – Civil Code on any amounts not paid on time; and (ii) if the User fails to make payment within 7 days of being notified (via the Application or a message sent to the email address associated with the Account), the Service Provider may suspend the provision of Services for access to Paid Content until all outstanding amounts and interest thereon are paid, without incurring any obligation or liability to the User due to such suspension.

V.2. Unless otherwise expressly stated in these Policy or Terms of Use, all commitments to pay subscription fees are irrevocable and all payments are non-refundable, subject to mandatory provisions of law, including the provisions on the consumer's right to withdraw from the Agreement. The User agrees that any purchases are not contingent upon the delivery of any future functionality or features, or any oral or written public comments made by us with respect to future functionality or features.