

GENERAL TERMS & CONDITIONS

and

PRIVACY POLICY

Last updated: 23th January 2019

These General Terms and Conditions and Privacy Policy (“Terms”, “Terms of Use”) regulate the use of whole Kangaroo application owned by Vivify Ideas Ltd Novi Sad (hereinafter referred to as “Vivify Ideas”, “us”, “we”, or “our”), available at PlayStore and Apple Store as well as mutual rights and obligations regarding provision and use of services, materials, functionalities and other content available through the Application.

These Terms apply to all users of the Application.

By accessing or using the Application for the first time, the user acknowledges its contents, and fully understands and agrees to the rights and obligations arising from the use of services, materials, functionalities and other content available through the Application.

If you do not accept any of these Terms, please do not use the Application.

Specific terms may also apply to the use of certain services, materials, functionalities and other content available through the Application, of which the users shall be informed in an appropriate manner.

We reserve the right to modify or append the Terms, unilaterally, at any time and without prior notice, of which all users shall be duly informed by means of an appropriate notice on the Application.

You are obliged to review the Terms periodically, in order to check for possible modifications or additions.

By using the Application after modifications or additions to these Terms have been made, you fully acknowledge, understand and accept the content thereof.

Furthermore, we reserve the right to modify the content, design or location of the Application, as well as the services, materials, functionalities and other content available through the Application, unilaterally, at any time and without prior notice.

We cannot be held responsible for any damage caused to users or third parties related to the above described modifications.

CONTENTS OF THE Application

The following services, materials, functionalities and contents are available to users through the Application: quizzes, templates and other content (“Content(s)”).

The Application contains Vivify Ideas’ own Content, as well as the Content of users, Vivify Ideas’ partners and third parties.

We shall make every available effort to ensure constant availability of the Application, as well as constant and unhindered access to the Contents available through the Application, as regulated by these Terms, and possible specific terms applicable to the use of certain Content or separate web pages within the Application.

Prohibited Content

It is prohibited to publish, transmit, upload or exchange any content violating the current laws of the Republic of Serbia and European Union, particularly the content that is untrue, deceptive, offensive, vulgar, threatening, racist or chauvinist, the content violating intellectual property rights, the content considered as unauthorized disclosure of personal data or as violation of the right of privacy of users or third parties, as well as any other content which may cause damage to Vivify Ideas, other users or third parties (“Prohibited Content”).

Interactive Content

The Application contains sections intended for interaction with or between users in a manner which enables transmitting, uploading, publishing, exchanging and mutual use of information, invitations and other possible content, as well as other ways of participating in the functionalities, services and other content available through the Application (hereinafter: Interactive Content).

Access to some parts of the Interactive Content, their provision or use are granted only to registered users. Interactive content shall be duly marked, whenever this is enabled by the manner of its publication or use.

The publication of Interactive Content on the Application does not mean that we endorse, approve, recommend, promote or in any other way support the information, statements or facts, attitudes, opinions, or conclusions contained therein.

We reserve the right to supervise Interactive Content that is publicly available, as far as this is possible given the manner of its publication and use.

However, we shall not control or consistently supervise all Interactive Content and therefore we cannot guarantee the accuracy, truthfulness, origin, contents or availability thereof.

For any comments or information regarding the Interactive Content please contact the Vivify Ideas support.

We are obliged to remove any illegal Interactive Content immediately upon receipt of the corresponding notice.

Furthermore, we reserve the right, but do not assume the obligation, to change, remove or refuse to publish any Interactive Content, completely or partially, without prior notice and without explanation, based on our own assessment or on information received by any user or third party, due to any reason, but primarily due to violation of these Terms.

In consequence of the above, we cannot be held responsible for possible damage caused to users or third parties regarding publishing or failure to publish, removing, using, or relying on any Interactive Content.

Links to third party Application

The Application contain links to other Application owned by Vivify Ideas, as well as to third party Application (“Links”).

The Links shall be duly marked, whenever this is enabled by the manner of their publication or use.

The publication of Links on the Application does not mean that we endorse, approve, recommend, promote or in any other way support the information, statements or facts, attitudes, opinions, or conclusions contained therein.

We shall not control or supervise content available through the Links and therefore we cannot guarantee the accuracy, truthfulness, origin, contents, or availability thereof.

For any comments or information regarding the Links please contact the Vivify Ideas support.

We are obliged to remove any Link containing or referring to Prohibited Content immediately upon receipt of the corresponding notice.

Furthermore, we reserve the right, but do not assume the obligation, to remove any Link, without prior notice and without explanation, based on our own assessment or on information received by any user or third party, for any reason, but primarily due to violation of these Terms.

In consequence of the above, we cannot be held responsible for possible damage caused regarding publishing, removing, or using any Link, or relying on any content available via the Link.

Advertising on the Application

Any advertising content shall always be marked as such.

Publication of advertising content on the Application does not mean that we endorse, approve, recommend, promote, or in any other way support the advertisers, their products or services.

The advertisers are independent entrepreneurs with whom mutual rights and obligations regarding advertising on the Application are regulated through separate contracts.

Therefore, we are not involved in any possible relationship you may establish with the advertisers regarding their advertising content available through the Application.

Any rights and obligations arising from such relationships shall be regulated directly with the corresponding advertiser.

Also, for any comments or information related to advertising please contact the advertiser directly.

Since we do not control or supervise content available through advertisements, we cannot guarantee the accuracy, truthfulness, origin, content or availability thereof.

However, we shall make every reasonable effort to ensure that advertising effectuated through the Application does not contain any Prohibited Content.

Therefore, we reserve the right, but do not assume the obligation, to remove any advertising content, without prior notice and without explanation, based on our own assessment or on information received by any user or third party, due to any reason, but primarily due to violation of these Terms.

We are obliged to remove any advertising content which contains or represents Prohibited Content immediately upon receipt of the corresponding notice sent to the contact address published on the Application.

In consequence of the above, we cannot be held responsible for possible damage arising from publishing or removing any advertisement or relying on any content thereof.

USE OF THE Application

It is not allowed (hereinafter: Prohibited Practices):

- to use the Application or content available through the Application in a manner which may cause damage to Vivify Ideas, other users or any third party;
- to publish, upload, exchange or transmit Prohibited Content;
- to publish, upload, exchange or transmit any content that the user knows to be false or untrue, or has justifiable reason to believe it to be false or untrue, and whose use may cause damage to Vivify Ideas, other users or third parties;
- to misrepresent yourself with the purpose of deceiving Vivify Ideas, other users or third parties;
- to publish, upload, exchange or transmit to Vivify Ideas, other users or third parties any unwanted notices or other content of commercial or malicious nature, without prior request or consent, particularly including notices and other content of the same or similar nature;
- to purposefully publish, upload, exchange or transmit any content containing computer viruses, worms, and programs that may obstruct or hinder regular operation of the Application, cause damage or destruction of any computer program, or any computer and other equipment owned by Vivify Ideas, other users or third parties;

- to collect, process or use personal data of the Application users or third parties in an unauthorized manner;
- to engage in overt or covert advertising (verbal or graphic representation of products, services, personal names, names of companies, names, trademarks (registered or unregistered trademarks and service marks), businesses etc.) in an unauthorized manner.

Users or third parties shall be legally liable for failure to comply with the provisions of these Terms related to Prohibited Practices or Prohibited Content, particularly for possible damage caused by such actions to Vivify Ideas, other users and/or third parties.

We reserve the right, but do not assume the obligation, to cancel a user account as a result of the user's Prohibited Practices or other unlawful behavior, or any violation of these Terms that we assess as grave, without prior notice and without explanation, according to our own assessment or information provided by any user or third party.

In consequence of the above, we cannot be held responsible for possible damage incurred to the user, other users or third parties, caused by Prohibited Practices or cancellation of the user account in accordance with the provision in the previous paragraph.

CONFIDENTIALITY

In the event that you or Vivify Ideas obtain access to the confidential information of the other party in the course of using the Application, the party obtaining such information shall maintain the confidentiality of such information in the same manner it maintains the confidentiality of its own similar confidential information, but in no event with less than reasonable care.

COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

Content available through the Application in any form, especially that in the form of documents, templates, quizzes, photographs, images, drawings, diagrams, charts, audio and visual materials, etc., are protected by copyright and other intellectual property rights according to the legal provisions in force.

Users are held responsible for possible violation of copyrights and other intellectual property rights related to the Contents.

The Application contain names of natural and legal persons, names of products or services, trademarks, logos, pictures, graphics and other content subject to the protection of intellectual property rights (hereinafter: Protected Content) held by Vivify Ideas and/or third parties.

Access to or use of the Application or the Contents does not grant any license, right to use, right to exploit, or any other right related to Protected Content, except to the extent and in the manner explicitly specified in the provisions of these Terms or a corresponding separate contract.

It is not allowed:

- to download, reproduce, copy, distribute, lease, provide for use, publish, communicate to unauthorized third parties or general public, or use Content in any other way for commercial purposes, without written consent previously granted by Vivify Ideas;
- to alter, modify, edit, translate, or create derived works from any Content available through the Application for commercial purposes, without written consent previously granted by Vivify Ideas;
- to use Content available through the Application for purposes related to selling or offering for sale, advertising or promotion of any product or service by any person.

If we independently discover a violation of copyright and/or other intellectual property rights, trade secret or other rights of users or third parties, or any other violation of these Terms, or if we are informed by a user or third party of any such violation, or if we receive a request for the removal of a Content, Link, Protected Content or Interactive Content, we shall immediately take all necessary measures to establish grounds for such request and elimination of possible violation.

Specifically, if we independently discover, learn or receive a corresponding request related to a Content, Link or Protected Content, we shall be willing to cooperate with the alleged owner of the intellectual property right, or request submitter; the owner of the rights and the request submitter shall agree to cooperate with us bona fide for the purpose of establishing relevant facts and undertaking measures for the elimination of the alleged violation.

We reserve the right, but do not assume the obligation, to remove the Content, Link or Protected Content in dispute from the Application, based on our own assessment and until the dispute has been finalized.

If the corresponding information or request relate to Interactive Content, the submitter and the user who published, transmitted, uploaded or in any other way made available through the Application the Interactive Content in dispute, shall provide all necessary information and explanations concerning the request or the Interactive Content.

If we establish that the request in dispute is valid (e.g. on the basis of a final judicial decision or valid settlement), the Interactive Content in dispute shall be removed from the Application without delay.

Also, we reserve the right, but do not assume the obligation to remove the Interactive Content in dispute from the Application, and cancel the user account of the user concerned, without prior notice and without explanation, based on our own assessment and until the dispute has been finalized.

Providing Interactive Content

By transmitting, uploading, enabling access, exchanging or providing personal Interactive Content in any other way through publicly available part of the Application, the user authorizes Vivify Ideas to publish or not publish on the Application the Interactive Content concerned or to

remove it from the Application, based on Vivify Ideas' assessment, without further permission and without specific copyright or other compensation.

When publishing their Interactive Content, the user is entitled to request that their name and/or last name, username or other corresponding nickname be or not be shown, and that their published Interactive Content be removed at any particular moment and due to any reason.

Furthermore, the user authorizes Vivify Ideas and every other registered user to use the Interactive Content published on the publicly available part of the Application for any purpose, including further reproduction and distribution to other users or third parties in any form (oral, written or electronic), in any way, by any means and in any manner, in the original or derived form (abbreviated, appended, translated into another language, or edited, adapted or processed in any other way), without separate further approval and without copyright or other compensation.

However, Vivify Ideas cannot be held responsible for actions performed by other users or third parties with respect to the Interactive Content provided by the user for publication through the Application.

In case the user does not agree with possible editing changes of the Interactive Content made by Vivify Ideas, he/she shall inform Vivify Ideas of the disagreement.

If Vivify Ideas, based on its own assessment, should decide that the Interactive Content in dispute is for any reason inappropriate for publication on the Application in its original form, the changed Interactive Content shall be removed, and publication of the original shall be denied.

The user's refusal to permit publication, editing, use, reproduction or distribution of his/her Interactive Content for the purpose, in the manner and under the conditions specified in these Terms must be explicitly stated when providing the Content for publication through the Application.

Vivify Ideas reserves the right, but does not assume the obligation, to publish any such Interactive Content with restrictions defined by the providing user or to refuse to publish it based on its own assessment and without explanation.

If Vivify Ideas, other users or third parties want to use specific Interactive Content for a purpose, under conditions or in a manner not explicitly allowed on the basis of these Terms, they may request special permission from the owner who provided the said Interactive Content.

User warranties

By providing Interactive Content for publication through the Application the user warrants:

- that he/she is the author of the Content, or owner of corresponding copyrights and/or other intellectual property rights acquired legally, and that he/she is authorized to enable publication, editing, use, reproduction, or distribution of the Interactive Content for the purpose, in the manner and under the conditions specified in these Terms;
- that the Interactive Content is provided for publication through the Application bona fide, and that the provision, publication and subsequent use of the Content in accordance with

these Terms shall not in any way violate the rights of Vivify Ideas, other users or third parties, including in particular the copyright and/or other intellectual property rights, trade secret, reputation, honor and dignity, privacy, family life, other rights of privacy, and any other rights protected by legal provisions in force, nor shall it inflict damage, either tangible, intangible, direct, or indirect;

- that the Interactive Content is complete, true, accurate, etc. to his/her own best knowledge and belief;
- that he/she shall protect Vivify Ideas from all possible requests by other users or third parties submitted to Vivify Ideas against the violation of the here stated user warranties, particularly against the violation of intellectual property, trade secret, right of privacy and any other rights with respect to the provided Interactive Content, including indemnity requests; Vivify Ideas shall immediately inform the user of the submission of any such request;
- that he/she shall make full compensation to Vivify Ideas, other users and/or third parties for damages and costs (including legal representation costs and judicial costs) incurred by the violation of the warranties specified here.

DISCLAIMER AND LIMITATION OF LIABILITY

In no event shall Vivify Ideas, its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- (i) your access to or use of or inability to access or use the Application;
- (ii) any conduct or content of any third party on the Application;
- (iii) any content obtained from the Application; and
- (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Your use of the Application is at your sole risk.

The Application are provided on an “AS IS” and “AS AVAILABLE” basis.

The Application are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Vivify Ideas, its subsidiaries, affiliates, and its licensors do not warrant that:

- a) the Application will function uninterrupted, secure or available at any particular time or location;
- b) any errors or defects will be corrected;
- c) the Application are free of viruses or other harmful components; or
- d) the results of using the Application will meet your requirements.

AVAILABILITY, ERRORS AND INACCURACIES

We are constantly updating our offerings of products and services on the Application.

The products or services available on our Application may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Application and in our advertising on other web sites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services.

We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of the Republic of Serbia and European Union, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

These Terms constitute the entire agreement between us regarding our Application and supersede and replace any prior agreements we might have between us regarding the Application.

PRIVACY POLICY

Responsible body or controller in terms of data protection laws is:

Jovana Radaković

Stanoja Glavaša 47

21000 Novi Sad

Serbia

Legal representative: Goran Prijić

Access Data

When using our application, we automatically save general information as server log files.

The following data is logged:

- date and time of retrieval;
- transferred amount of data;

- message about successful retrieval or an error message;

As a rule, this information does not allow you to draw any conclusions about yourself and is collected by us for the purposes of error detection and correction, in order to operate our website safely.

Our legal basis for the collection of access data is Art. 6 (1) b) GDPR.

Registration on our Application (registration data)

When registering for the use of our services, the following personal data are collected: Last name, first name, email address.

If you are registered with us, you can access content and services that we offer only to registered users.

Registered users also have the option of changing or deleting the data specified during registration at any time.

Our legal basis for the collection of registration data is Art. 6 (1) b) GDPR and the customer's consent.

Cookies and Browser local storage

We use so-called cookies on all our Application.

Cookies are small text files that your browser saves on your computer and which allow an analysis of your website usage.

Cookies automatically send us certain information about your computer and your connection to the Internet, such as: IP address, operating system and browser used.

We process this information to optimize our offerings, to present them to you easily and to improve our advertising as well as our marketing.

This is done as follows: Most of the cookies we use are so-called session cookies. Session cookies provide us with information about visitor behavior on our website, which we analyze. With the knowledge gained, we will make our website more user-friendly, place important content on the most popular pages and develop our marketing strategies according to the interests of our target audience.

Other cookies are stored longer on your device and allow us to recognize you as a user during a subsequent visit to our website.

For example, if you agree to "Remember Username and User Password" on the login page, you will get faster access to the user area in the future. In case of a later access you do not need to repeat these entries. We do not pass on information that we receive through our cookies to third parties.

Vivify Ideas also uses browser local storage. Local storage provides similar auxiliary function, but unlike cookies, its contents are not transmitted across the Internet, like cookies are.

Our legal basis for the use of cookies is Art. 6 (1) b) GDPR and Art. 6 (1) f) GDPR.

Our legitimate interest is e.g. the optimization of our advertising to increase our sales.

Data in the User area (user data)

For you to use our Services to its full extent, we require personally identifiable information from the direct contact person and operational privacy officer of our clients.

This information is indispensable for us in order to provide our services - in accordance with Art. 30 GDPR - which we owe to our customers on the basis of the use contracts concluded with them.

We store this personal information on secure remote servers provided to Us by third parties, whose location will be disclosed to data subject upon submitted request.

A transfer of your user data to countries outside the European Economic Area may take place.

Our legal basis for the collection of user data is Art. 6 (1) b) GDPR and the customer's consent.

Retention, deletion or blocking of data

We adhere to the principles of purpose limitation and data minimisation.

Therefore, we only store your personal data for as long as it is necessary to achieve the purposes mentioned here or as long as the many storage periods required by law.

After discontinuation of the respective purpose or expiry of these deadlines, the corresponding data will be blocked or deleted in accordance with the statutory provisions.

Our legal basis for the deletion or blocking of personal data is Art. 5 (1) b) GDPR and Art. 5 (1) c) GDPR.

Your rights of access, rectification, cancellation, limitation of processing, data portability and to withdraw consent

Of course, we will provide access to your personal data stored by us at any time.

If you wish, you will receive them in a structured, commonly used and machine-readable format.

We will be happy to correct, edit, limit or delete your personal data at your request, provided that no statutory storage requirements are in conflict, or forward them to another responsible office.

If your personal data stored with us has been processed incorrectly, out-of-date or unlawfully, you can restrict its processing by us.

Finally, you may change or revoke your consent to the processing of your personal information at any time with future effect.

To contact us for any of these concerns, please use our contact form.

Our legal basis for the disclosure, correction, deletion, limitation of processing and data transmission is the respective request of the data subject.

Complaint to our supervisory authority

You have the right to complain about the improper processing of your personal data (such as collection, storage, modification, transfer, deletion, etc.) by us with our supervisory authority:

Commissioner for Information of Public Importance and Personal Data Protection,

Bulevar Kralja Aleksandra 15,

11000 Belgrade,

Serbia

Modification of this Privacy Policy

We reserve the right to change this Privacy Policy from time to time to ensure that it complies with current legal requirements or to implement changes to our services in the Privacy Policy, such as: For example, when introducing new services.

Your new visit will be subject to the new privacy policy.

Questions to our Data Protection Officer

If you have questions about data protection, please use our contact forms or contact our data protection officer directly:

Jovana Radaković

Stanoja Glavaša 47

21000 Novi Sad

Serbia

or by email jovana.r@vivifyideas.com