

Terms and Conditions

These terms and conditions (the “Terms and Conditions”), including the Privacy Policy and other documents referred to in these terms and conditions (the “Agreement”) is a legal agreement between you (hereinafter, “you” or “your”) and Youni Inc., hereinafter referred to Youni (“Youni”), respecting your use of the Services as described herein. **BY INDICATING YOUR ACCEPTANCE BY CLICKING ON THE APPROPRIATE BUTTON WHEN SIGNING UP FOR THE SERVICES, OR BY OTHERWISE USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THE AGREEMENT DO NOT ACCESS OR USE THE Youni SOLUTION.**

If you have any questions or concerns about the terms of this Agreement, please contact us at office@younichoice.com

1. Definitions

In these Terms and Conditions:

- “Access Information” has the meaning set out in Section 6.
- “Agreement” has the meaning set out in the first paragraph of these Terms and Conditions.
- “Applicable Law” means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time during the term of this Agreement which applies to or is otherwise intended to govern or regulate any person (including any Party), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental or Regulatory Authority
- “Application” has the meaning set out in Section 2(a)(ii).
- “Youni Partner” means any educational institution, company, organization, association or individual that has entered into an agreement with Youni to use or

promote the Youni Solution, or to enable their employees or students to use or promote the Youni Solution.

- “Youni Solution” means the Youni website and the Services, including the Content therein, as modified from time to time.
- “Confidential Information” means information considered confidential or proprietary by Youni, including the Youni Solution, its business plan and strategy, any design, prototype, compilation of information, data, program, method, invention, license, technique or process, information relating to any Youni service, Youni’s software, website and web platform, client and user information, financial information, marketing information, intellectual property, business opportunities, or research and development.
- “Content” has the meaning set out in Section 2(a)(i).
- “De-identified Data” has the meaning set out in Section 5.
- “Governmental or Regulatory Authority” means any national, provincial, territorial, state, county, municipal, quasi-governmental or self-regulatory department, authority, organization, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, Crown corporation, or court or other law, rule or regulation-making entity having or purporting to have jurisdiction over Youni, you or any other person, property, transaction, activity, event or other matter related to this Agreement, including subdivisions of, political subdivisions of and other entities created by, such entities
- “Party” means each of Youni and you, and “Parties” means Youni and you collectively.
- “Personal Information” means information about an identifiable individual.
- “Privacy Policy” has the meaning set out in Section 4(e).
- “Program” means a study program, language programs, summer camps, including one of the academic programs or a program specifically designed to transition international students (sometimes referred to as a pathway program), offered by the Youni Partners.
- “Recruiter” means any individual or entity that you engage to represent you to submit an Application using the Youni Solution.
- “Services” has the meaning set out in Section 2.
- “Submission” has the meaning set out in Section 11(a).

- “Terms and Conditions” has the meaning set out in the first paragraph of these terms.
- “Your Data” has the meaning set out in Section 4(a)(i).

2. Services

- Youni’s services described in this Section 2 (collectively referred to as the “Services”) consist of the following:
 - Youni will provide access to certain information, material or content (including, pricing, features, promotion and information of third parties) contained on or provided through the Youni website (the “Content”) to provide information to assist you through the process of becoming a student at certain Youni Partners;
 - Youni will provide you with the ability to input Your Data into the Youni Solution and will act as an intermediary to pass Your Data to the applicable Youni Partners in order to enable you to apply to Programs offered by such Youni Partners (each, an “Application”); and
 - Youni will facilitate an Application by, on a case-by-case basis, assisting you with communications with the applicable Youni Partners, passing through Application fees and other payments associated with an Application, and providing guidance and advice associated with an Application.

3. License to Use the Youni Solution

Subject to the terms and conditions in the Agreement and any restrictions contained in the Content, Youni hereby grants you a personal, non-exclusive, revocable, non-transferable license to access the Youni Solution solely for the purposes of using the Services, view the Content, and submit an Application to Youni Partners.

4. Your Data

- Your Data Must be Complete and Accurate
 - In order to use the Youni Solution, you must:
 - provide up-to-date complete and accurate Personal Information or other data submitted by you to the Youni Solution or otherwise provided to Youni, including name information, contact information, citizenship and legal status, gender, date of birth, home and mailing address, marital status, emergency contact information, financial

information, education qualification, employment information, educational information, transcript, English or French test score, passport details, information required for visa application, including financial and medical information (“Your Data”), as requested by Youni on Youni’s website, and as required to process your Application;

- where payment is required, provide up-to-date, complete and accurate payment information as required by Youni or Youni’s third party payment processor, as applicable (which may include a valid PayPal or Stripe account, or credit card information for a credit card that is valid and legally registered to you); and
- OBTAIN ALL RELEVANT PERMISSIONS FROM ANY AFFECTED THIRD PARTY, SUCH AS YOUR EDUCATIONAL INSTITUTION, FOR Youni TO COLLECT YOUR DATA.
- Ownership of Your Data
 - Nothing herein transfers any ownership of Your Data to Youni in its original form.
- Quality of Your Data and Feedback
 - Without limiting the foregoing, Youni does not assess Your Data for quality or otherwise. Youni, Youni Partners and other third parties to whom Youni is permitted to pass Your Data under this Agreement, may rely on the accuracy of Your Data provided by you to the Youni Solution.
 - Any feedback that you receive respecting Your Data is not as the result of any specific examination of the data by Youni, or any judgment exercised by Youni respecting Your Data, but rather is solely based on the compliance requirements of Youni Partners.
- Consent to Processing of Your Data

An integral part of the Youni Solution entails the collection, processing, transmission and disclosure of Your Data by Youni, Youni Partners and their service providers, and you hereby specifically consent to:

- Youni’s provision of Your Data to any Youni Partner, visa agencies, English and French test score organizations, professional bodies, service providers to

Youni (including our hosting providers) as part of the provision of the Youni Solution to you, and Governmental or Regulatory Authorities; and

- communications from Youni (including e-mail communications, both marketing and informational) respecting the Youni Solution, and Youni's products and services.
- Privacy Policy

Your Personal Information will be handled in accordance with Youni's Privacy Policy accessible via the following link: [...] (the "Privacy Policy"). Notwithstanding the foregoing, Youni reserves the right at all times to disclose any Personal Information as it deems necessary to satisfy any Applicable Law, legal process or requirements of a Governmental or Regulatory authority.

- Storage of Your Data in Other Jurisdictions

You acknowledge that, due to the nature of the Youni Solution, Your Data uploaded to the Youni Solution may be hosted on servers residing in jurisdictions other than Romania, over which Youni has no direct control. By using the Youni Solution, Your Data may become, during the period that Your Data is hosted on such servers, subject to the Applicable Laws of the jurisdiction in which such servers reside or to the terms of agreements respecting the hosting of data on such servers.

5. De-Identified Data

Youni may also use itself or provide to third parties, Your Data, and any data regarding your use of the Youni Solution, in aggregated form, in a manner that does not identify you ("De-Identified Data"), subject to Youni's Privacy Policy, for Youni's business uses, including for the purposes of enhancing and fixing the Youni Solution, performing analytics, marketing the Youni Solution to third parties, and selling such De-Identified Data for profit. Youni will own any and all intellectual property rights in the output of Youni's use of any such De-identified Data.

6. Your Access Information

Youni will provide you with certain information to allow you to use the Youni Solution, such as one or more user IDs and passwords and/or the ability to create user IDs and/or passwords (the "Access Information"). The Access Information is provided on the understanding that it is personal to you; you will not permit anyone other than you or your authorized representatives to obtain access to the Youni Website using the Access Information.

7. Your Representations and Warranties

You covenant, represent and warrant that:

- you have reached the age of majority in your jurisdiction of residence and have the legal authority to create a binding legal obligation;
- you will not permit anyone other than yourself or your authorized designate to obtain access to the Youni Solution through your Youni account or otherwise using your Access Information;
- you will only use the Youni Solution in accordance with this Agreement and Applicable Law;
- you will comply with all applicable intellectual property laws in your use of the Youni Solution and not infringe, violate or misappropriate the intellectual property rights of any third party;
- you will comply with any Youni Partner policies and procedures applicable to your Application;
- Your Data is true, accurate, current and complete, and if it becomes inaccurate, that you will promptly notify Youni or update Your Data on the Youni Solution;
- to the extent that you engaged a Recruiter to provide Your Data on your behalf for the purposes of using the Youni Solution: (A) that the Recruiter has a legitimate educational interest in access to your educational records and information (the “Educational Records”); and (B) in the U.S. the Recruiter may have access to such Educational Records subject to and in accordance with 34 *F.R.* 99.31(a)(1)(B);
- you will not solicit any immigration or visa related advice, at any stage of a visa application or proceeding (including prior to a visa application being made), from a Recruiter unless you have confirmed that the Recruiter complies with Applicable Law in the country to which you are applying and, if required, confirming that the Recruiter has a registration pursuant to such Applicable Law;
- you will not pay a related fee or other consideration to any unauthorized Recruiters for any immigration or visa related advice unless they have confirmed to you that they are qualified under Applicable Law;
- you will be solely responsible for all activities with respect to the Youni Solution undertaken by you or your designates;
- you will not use the Youni Solution to provide commercial services to, or for the benefit of, any third party;

- you have the right and the authority to enter into this Agreement, to grant the rights and licences referred to in this Agreement, to use the Youni Solution, and to post or upload any content to Youni's website or otherwise provide such content and Your Data to Youni;
- you have all legal rights necessary to use the Youni Solution, both in the jurisdiction in which you are located and in the jurisdiction where the Youni Partner you are applying to is located, including the right to access the Content, and the right to make the Application and provide Your Data;
- you are not located in a country that is subject to European Union countries embargo or sanctions that would prevent your from becoming a student;
- you are not listed on any list of European Union authorities and EU member states with prohibited or restricted parties;
- you agree to obtain all authorizations necessary from all third parties for your use of any third-party data in conjunction with the Youni Solution;
- you will ensure that your use of the Youni Solution does not interfere with, degrade, or adversely affect any software, system, network or data used by any person including Youni and other users of the Youni Solution (including by ensuring that you do not upload any viruses or other harmful code in using the Youni Solution or by placing an undue burden upon the CPUs, servers or other resources used to provide the Youni Solution);
- you will not in any way use the Youni Solution to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts, including any infringement of intellectual property rights, any fraudulent activities, any deceptive impersonation, or any activities that violate any third party's privacy rights;
- you will not interfere with or in any manner compromise any of Youni's security measures;
- you will not alter, modify, delete, or otherwise interfere with or in any manner compromise any Content or features accessible through the Youni Solution, including, the forms, Content delivery and display functionality of the Youni website;
- you will cooperate with Youni and provide information requested by Youni to assist Youni and any Governmental or Regulatory Authorities in investigating or

determining whether there has been a breach of this Agreement or Applicable Law; and

- you will comply with the terms and conditions of any agreements entered into between you and any third party (including the Youni Partners, the service providers for any Internet services you use in conjunction with the Youni Solution, and the hardware providers for any mobile device or other computing equipment through which you use the Youni Solution), and to the extent that such agreements impose additional restrictions respecting your use of the Youni Solution (whether by reason of usage limitations or otherwise), you will use the Youni Solution in compliance with such restrictions.

8. Restrictions and Limitations on Your Use of the Youni Solution

- Access to Programs
 - You acknowledge that only certain Youni Partners have agreements with Youni to enable you to make an Application to such Youni Partners through the Youni Solution, and that not all educational study programs of such Youni Partners may be offered as being Programs available to you using the Youni Solution.
- Usage Policies
 - The Youni Solution will be subject to the usage policies as provided to you by Youni from time to time, including in electronic form by posting on Youni's website. Such policies may include limitations on data storage space, and equipment and/or software requirements. You are solely responsible for compliance with such policies.
- Equipment
 - You are solely responsible for the selection, implementation, installation, maintenance and performance of any and all equipment, software and services used in conjunction with using the Youni Solution (except for Youni's computer systems and networks), including your choice and use of your Internet Service Provider.
- Data Integrity and Back-up
 - You acknowledge and agree that Youni cannot guarantee data integrity, and that it is solely your responsibility to back-up any of Your Data that you use in conjunction with the Youni Solution.

- Not for Time Sensitive Applications
 - The Youni Solution is not developed or licensed for use in any inherently dangerous, time-sensitive, or mission critical manner.
- Restrictions on Youni Website Use
 - You will not:
 - copy, reproduce, modify, enhance, improve, alter, reverse engineer, disassemble, deconstruct, translate, decrypt, reverse compile or convert into human readable form the Youni Solution, or any part thereof;
 - distribute, assign, license, sublicense, lease, rent, transfer, sell or otherwise provide access to the Youni Solution, in whole or in part, to any third party on a temporary or permanent basis;
 - remove, deface, cover or otherwise obscure any proprietary rights notice or identification on the Content (including without limitation any copyright notice);
 - use the Solution in any way inconsistent with the use parameters for the Youni Solution;
 - attempt to hack the Youni Solution or any communication initiated by or made through the Youni Solution or to defeat or overcome any encryption or other technical protection methods implemented with respect to the Youni Solution, data or Content or programming transmitted, processed or stored by Youni or other users of the Youni Solution;
 - collect any information or communication about the users of the Youni Solution, by monitoring, interdicting or intercepting any process of or communication initiated by the Youni website or by developing or using any software or any other process or method that engages or assists in engaging in any of the foregoing;
 - use any type of bot, spider, virus, clock, timer, counter, worm, software lock, drop dead device, packet-sniffer, Trojan-horse routing, trap door, time bomb or any other codes or instructions that are designed to be used to provide a means of surreptitious or unauthorized access to the Youni Solution or any computer system or that are designed to

monitor, distort, delete, damage or disassemble the Youni Solution or its ability to communicate and perform the Services; or

- authorize, permit or otherwise acquiesce in any other party engaging in any of the activities set forth in this Section 8, or attempting to do so.

9. Changes to Terms and Conditions; Changes to Youni Solution; Right to Edit and Remove Your Data; Suspension or Termination

- Changes to Terms and Conditions
 - Youni reserves the right to change these Terms and Conditions at any time without notice. Your continued access to or use of the Youni Solution after any changes to these Terms and Conditions indicates your acceptance of such changes. It is your responsibility to review these Terms and Conditions regularly.
- Changes to the Youni Solution
 - Youni reserves the right to change, suspend or discontinue the Youni Solution at any time, including the availability of any Content at any time, and from time to time, without notice offered by Youni.
- Right to Edit and Remove Your Data
 - Notwithstanding anything to the contrary herein, Youni reserves the right to review Your Data stored in files or programs on Youni's servers to verify your compliance with this Agreement. Youni has the right to edit or remove any of Your Data that, in Youni's sole discretion, Youni believes may be unlawful, obscene, abusive, or otherwise objectionable.
- Suspension or Termination
 - Youni may impose limits on the Youni Solution or terminate or restrict your access to parts or all of the Youni Solution without liability. Where feasible, Youni will provide you with advance notice of such changes, limitations or discontinuance; however, you acknowledge that such notice may not be feasible in all circumstances, and that Youni will have no liability whatsoever for its failure to provide such notice to you.
 - Youni reserves the right to revoke your access to the Youni Solution for any abusive conduct or fraudulent use of the Youni Solution and to cease the Youni Solution temporarily or permanently, if your use of the

Youni Solution constitutes, in Youni's sole discretion, a threat to Youni or any third party's computer systems, networks, files, materials or other data, or a breach of this Agreement.

- Without limiting other remedies, Youni may limit your activity, issue a warning, temporarily suspend, indefinitely suspend or terminate your account and refuse to provide Youni Solution to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) Youni is unable to verify or authenticate any information you provides; or (c) Youni believes that your actions may cause financial loss or legal liability for you, Youni Partners, other users or Youni. The above-described actions are not Youni's exclusive remedies and Youni may take any other legal, equitable or technical action it deems appropriate in the circumstances. Youni will not have any liability to you or any third party in relation to the termination of this Agreement for any reason whatsoever.
- Investigations
 - Youni reserves the right to investigate suspected violations of this Agreement.
 - You will cooperate with: (A) Governmental or Regulatory Authorities in the investigation of suspected criminal violations; (B) Youni Partners investigating academic fraud or other misdemeanours, relating to your Application or otherwise; and (C) system administrators at Internet service providers, networks or computing facilities, and other content providers, in order to enable Youni to enforce the terms and conditions of this Agreement.

10. Your Obligation to Report Errors

You will promptly and accurately report to Youni any actual or apparent errors, problems, nonconformities or other difficulties with the Youni Solution, along with any other information reasonably requested by Youni to aid in resolving such errors, problems, nonconformities or other difficulties, and hereby consent to the collection, processing, transmission and disclosure of such information by Youni for the purposes of Youni's internal use to improve the Youni Solution or other Youni products or services.

11. Submissions

- Any suggestions, bug reports or other communications respecting the functionality of the Youni Solution or Youni's website that you transmit to Youni by any means (each, a "Submission"), are considered non-confidential and may be disseminated or used by Youni or any third party without compensation or liability to you for any purpose whatsoever, whether for inclusion as part of the Youni Solution or otherwise.
- You hereby grant Youni, its affiliates and successors a perpetual, worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, copy, distribute, transmit, modify, develop, prepare derivative works of any Submission on, through or in connection with the Service, including for promoting, improving and developing the Youni Solution. This provision does not apply to Personal Information that is subject to Youni's Privacy Policy.

12. Fees, Payment and Taxes

- Fees
 - You will pay all applicable fees in connection with the Youni Solution, as set forth in Youni's standard price list, as set forth on Youni's website or as otherwise provided to you. Fees are quoted and payable in RON or EURO for related Applications.
 - Youni may require you to pay an Application processing deposit depending on the country from which you are applying, other characteristics applicable to applicants, and the related likelihood of an Application being successful due to Governmental or Regulatory Authority visa approvals. The details regarding the Application processing deposit and countries to which it will apply may be viewed on the Youni website, and may be changed by Youni from time to time. The situations where an Application processing deposit is refundable and situations where an Application processing deposit will NOT be returned to you are set out on the Youni Website. **THE SITUATIONS WHERE AN APPLICATION PROCESSING DEPOSIT WILL NOT BE RETURNED TO YOU INCLUDE THE FOLLOWING SITUATIONS, IF: (A) YOU FAIL TO PROVIDE THE REQUIRED DOCUMENTS TO PROCESS THE APPLICATION; (B) YOUR VISA APPLICATION IS**

REJECTED; OR (C) YOU CANCEL YOUR APPLICATION BEFORE AN ADMISSION DECISION IS RECEIVED.

- Certain fees charged by Youni under this Agreement are set by Youni Partners or other third parties, and Youni has no control over the fee amount, but simply remits such fee directly to the applicable Youni Partner or third party, and that payment obligations are therefore non-cancellable and fees paid are non-refundable.
- Youni reserves the right to modify such fees, upon reasonable notice, which may be performed by updating Youni's standard price list, as set forth on Youni's website.
- Your use of the Youni Solution following such changes constitutes your acceptance of any new or increased charges.
- **Fee Payment**
 - Where you pay fees by means of a credit card, you authorize Youni or its third-party payment processor to automatically charge you for any and all fees incurred by you for Youni Solution. If your credit card is rejected for any reason, you will be responsible for any fees and charges associated with such rejection.
 - The foregoing will not limit Youni's ability to exercise any rights available to it in law or equity respecting the collection of any amounts payable hereunder, and you will also be responsible for paying for all reasonable fees and costs incurred by Youni, including legal fees, in collecting any overdue amounts or enforcing any provision of this Agreement.
 - Without limiting the foregoing, Youni reserves the right not to process any Application or portion thereof prior to obtaining full payment of fees from you.
- **Interest on Late Payments**
 - In addition to any other rights and remedies available to Youni, Youni will be entitled to charge interest on all outstanding amounts at the lesser of 1.5% per month or the maximum rate permitted by Applicable Law, such interest commencing as of the due date for such payment.
- **Taxes**
 - You are responsible for, and will pay all taxes relating to this Agreement, excluding any taxes based on the net income of Youni. Unless otherwise

indicated, all amounts payable by you under this Agreement are exclusive of any tax, duty, levy, or similar government charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Youni Solution, the execution of this Agreement or otherwise.

- If you are required to withhold any taxes from payments owed under this Agreement, the amount of payment due will automatically be increased to offset such tax, so that the amount actually remitted to Youni will equal the amount due.
- You will promptly furnish Youni with copies of all official receipts evidencing payment of taxes due under or in relation to this Agreement to the appropriate taxing authority.

13. Confidential Information

- You must keep the terms of this Agreement and all information provided by Youni confidential, except to the extent required to perform the Recruitment Services.
- You acknowledge that, during the course of the term of this Agreement, you may be exposed to Confidential Information.
- At all times during the Term and at all times following termination of this Agreement, whether voluntary or involuntary:
 - you will maintain all Confidential Information in strict confidence, will take all necessary precautions against unauthorized disclosure of the Confidential Information, and will not directly or indirectly, disclose, allow access to, transmit or transfer any Confidential Information to a third party without the knowledge and express written consent of Youni;
 - you will not use, disclose or reproduce the Confidential Information except as reasonably required in the receipt of the Services and with the knowledge and express written consent of Youni; and
 - you will advise Youni immediately in writing of any misappropriation, disclosure, conversion or misuse by any person of any Confidential Information of which you may become aware.
- Subject to Youni's ability to disclose Your Data as permitted under this Agreement, Youni will use reasonable commercial endeavours to safeguard Your Data and keep it confidential, while Your Data is in Youni's control, including implementing organisational and technical measures to protect your Personal

Information. Youni may also retain and disclose Your Data to: (i) Governmental or Regulatory Authorities to the extent required by Applicable Law; (ii) its professional advisors to the extent required to: (A) enable Youni to fulfil its obligations pursuant to Applicable Law; or (B) defend or bring a claim relating to a breach of this Agreement.

- The nondisclosure obligations under this Agreement will not apply to information which a Party can establish:
 - is, or becomes, readily available to the public other than through a breach of this Agreement;
 - was disclosed, lawfully and without breach of any contractual or other legal obligation, to a Party by a third party without any confidentiality obligation attached to such information;
 - was lawfully known to a Party without any confidentiality obligation prior to receipt of the information; or
 - was independently developed or discovered by a Party outside of the course of such Party's performance of their obligations under this Agreement, without any reference to any Confidential Information obtained directly or indirectly from the disclosing Party.
- You will immediately return to Youni all Confidential Information which is in your possession or control upon the earlier of a request by Youni or the termination of this Agreement (whether voluntary or involuntary).
- Damages may not be an adequate remedy to compensate Youni for any breach of your obligations contained herein, and accordingly you agree that in addition to any and all other remedies available, Youni will be entitled to obtain relief by way of a temporary or permanent injunction to enforce your obligations.

14. Intellectual Property

The Youni Solution is owned by Youni or its third-party licensors, who retain all right, title and interest therein. The Youni Solution is protected by Romanian and international copyright laws. In addition, other intellectual property laws (including patent laws) and treaties may protect the Youni Solution. *You do not acquire any intellectual property or other proprietary rights under this Agreement, including any right, title or interest in and to patents, copyrights, trade-marks, industrial designs, confidential information, or trade secrets, whether registered or unregistered, relating to the Youni Solution, or any part*

thereof. Any rights not expressly granted under this Agreement are reserved to Youni or its third-party licensors.

15. Term and Termination

- This Agreement will commence upon your acceptance of these Terms and Conditions on the Youni website.
- This Agreement may be terminated by either Party for any reason, without cause, upon 30 days' written notice addressed to the other Party.
- This Agreement may be terminated by Youni immediately upon notice for cause if:
 - you commit a material breach of this Agreement and fail to rectify the breach within 30 calendar days of Youni delivering notice of the breach; or
 - you commit a breach of any of your representations in this Agreement; or
 - if Youni is prevented from providing any portion or all of the Youni Solution due to: (A) your acts or omissions in breach of this Agreement; (B) acts or omissions of any third party (including any Youni Partner); or (C) any Applicable Law or ruling issued in any form whatsoever by a Governmental or Regulatory Authority.

16. Effect of Termination or Expiry

- Upon any termination or expiry of this Agreement for any reason (whether by you or by Youni), you must cease all use of the Youni Solution.
 - Termination or expiry of this Agreement, for any reason, will not affect your payment obligation for any fees accrued hereunder or payments owing prior to the effective date of termination or expiry.
 - The termination of this Agreement by either Party does not affect any accrued rights or remedies of either Party.
 - Any provision of this Agreement which expressly states that it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, including this Section 16, will do so.

17. Disclaimers

- **DISCLAIMER OF IMPLIED WARRANTIES**
 - THE Youni SOLUTION, INCLUDING FOR GREATER CERTAINTY, THE CONTENT, AND REFERENCES, LINKS AND INFORMATION IN THE CONTENT, IS PROVIDED TO YOU “AS IS” WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY.
- **YOUR RELIANCE ON CONTENT**
 - Youni HAS NO SPECIAL RELATIONSHIP WITH OR FIDUCIARY DUTY TO YOU, AND YOU ACKNOWLEDGE THAT Youni HAS NO CONTROL OVER, AND NO DUTY TO TAKE ANY ACTION REGARDING ANY ACTS OR OMISSIONS TAKEN BY YOU OR ANY OTHER USER OF THE Youni SOLUTION, INCLUDING HOW YOU OR ANY OTHER USER MAY INTERPRET OR USE CONTENT ACCESSED OR DEVELOPED THROUGH THE Youni SOLUTION, OR WHAT ACTIONS YOU MAY TAKE AS A RESULT OF HAVING BEEN EXPOSED TO CONTENT OBTAINED THROUGH THE Youni SOLUTION.
 - THE CONTENT ON THE Youni SOLUTION INCLUDES REFERENCES TO THIRD PARTIES, INCLUDING THE Youni PARTNERS, LINKS TO THIRD PARTY WEBSITES OR DOCUMENTS, AND INCORPORATES INFORMATION OBTAINED FROM THIRD PARTIES, INCLUDING Youni PARTNERS. CONTENT MAY ALSO BE CREATED BY Youni BASED ON SUCH THIRD PARTY INFORMATION, WHICH MAY CHANGE FROM TIME TO TIME WITHOUT NOTICE TO Youni.
 - Youni ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS, INACCURACIES, EFFECTIVENESS, STANDARDS COMPLIANCE, COPYRIGHT COMPLIANCE, LEGALITY, DECENCY, OR ANY OTHER ASPECT OF THE CONTENT PROVIDED THROUGH THE Youni SOLUTION.
 - UNDER NO CIRCUMSTANCES WILL Youni BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON CONTENT OBTAINED

THROUGH USE OF THE Youni SOLUTION, INCLUDING ANY THIRD PARTY LINKED SITE (INCLUDING ANY OPINIONS, STATEMENTS OR ADVICE).

- IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ANY CONTENT PROVIDED, AND USE OF THE Youni SOLUTION IS SOLELY AT YOUR OWN RISK.
- Youni WILL HAVE NO LIABILITY WHATSOEVER RESPECTING ANY CLAIM BY YOU OR ANY THIRD PARTY WHOSE CONTENT IS COLLECTED IN YOUR USE OF THE Youni SOLUTION, WHETHER RELATED TO PRIVACY OR OTHERWISE, IN RELATION TO Youni'S USE OF YOUR DATA TO PROVIDE THE Youni SOLUTION.
- Control of Third Parties
 - Youni has no control over Youni Partners or any other entity granting visas, admissions, permits or other authorizations in connection with the Application; you acknowledge that the success of your Application is solely within the control of such third parties, not Youni, and therefore release Youni from all liability in relation to your Application.
- Rejection of Applications
 - Youni is not responsible in any way for your Application, mistakes in Your Data, or your failure to obtain entrance to your selected Program(s) or Youni Partner(s).
- Issues with Youni Partners
 - All issues respecting Applications, Programs, and your failure to comply with Youni Partner policies, are solely as between you and the applicable Youni Partner, and Youni bears no responsibility or liability in relation to such matters.
- Inability to Access Country
 - You are solely responsible for fulfilling any entry requirements necessary to gain admission into the country where your Program is located in compliance with Applicable Law and any requirements of Governmental or Regulatory Authorities.

- Service Providers
 - Although Youni has made reasonable efforts to verify that its agreements with its service providers are reasonably protective of Your Data, you acknowledge that Youni has no liability for any acts or omissions of third parties in relation to such servers and the data stored on them. You therefore hereby release Youni from all liability for any governmental or third party action taken in such jurisdictions with respect to such information and data or the servers on which Your Data resides, and you acknowledge that you retain sole responsibility to back up and retain copies of such information and data.
- Unauthorized use of Access Information
 - Youni is not responsible or liable in any way for any use of the Youni Solution (authorized or unauthorized) by any third party accessing the Youni Solution using your Access Information, and you accept all responsibility for such use of the Youni Solution and any consequences resulting from such use of the Youni Solution.
- Use for Time Sensitive Applications
 - You agree that Youni will not be liable for any claims or damages arising from such use if you use the Youni Solution for a time sensitive use.
- Availability of the Youni Solution
 - Youni WILL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY PARTY CLAIMING BY OR THROUGH YOU FOR THE TIMELINESS OR CONTINUED AVAILABILITY OF THE Youni SOLUTION.
- Applicable Law
 - Some jurisdictions do not allow the exclusion of certain warranties or liability, so the above limitations or exclusions may not apply to you.
- Viruses
 - The downloading and viewing of Content is done at your own risk. Youni cannot and does not guarantee or warrant that the Youni Solution or the Content are compatible with your computer system or that the Youni Solution, or any links from the Youni Solution or the Content, will be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for

implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Youni Solution.

- **Communications Not Confidential or Secure**
 - Youni does not guarantee the confidentiality of any communications made by you through the Youni Solution, over the internet or over the telephone. Although Youni generally adheres to the accepted industry practices in securing the transmission of data to, from and through the Youni Solution, you understand, agree and acknowledge that Youni cannot and does not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Youni Solution.

18. Your Indemnities

You will indemnify, defend and hold harmless Youni, and all of its officers, directors, employees and agents, its parent company, subsidiaries and affiliates, from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable legal and accounting fees, directly or indirectly due to, arising out of or in connection with:

- your access to the Youni Solution, and any reliance on any Content obtained by you through the Youni Solution; or
- your unauthorized use or misuse of the Youni Solution; or
- your breach of this Agreement; or
- the infringement, violation or misappropriation by you, or any third-party obtaining access to the Youni Solution through your Access Information, of any intellectual property or other right of any third person or entity; or
- your violation of any Applicable Laws.

19. Limitation of Liability

- To the maximum extent permitted under Applicable Law, in no event will Youni be liable, whether based on warranty, contract, tort, negligence, strict liability or any other legal theory, for any indirect, incidental, consequential, special, exemplary or punitive damages, lost profits, loss of use, loss of data, personal injury, fines, fees, penalties or other liabilities, whether or not Youni is advised of the possibility of

such damages, resulting from or related to the use of, or the inability to make use of, the Youni Solution.

- Nothing in this Agreement limits Youni's liability for fraud, personal injury or death to the extent found to be caused by Youni's negligence or wilful misconduct.
- The limitations in this Section reflect the allocation of risk between the Parties. The limitations specified in this Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.
- SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

20. General

Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of this Agreement are for reference purposes only and have no substantive effect. Any rule of construction to the effect that any ambiguity in this Agreement will be resolved against the drafting party will not be applied to the interpretation of this Agreement.

- Force Majeure
 - Neither Party will be liable for delays caused by any event beyond its reasonable control, except non-payment of amounts due under this Agreement will not be excused by this provision.
- Contracting Status
 - Nothing contained in this Agreement will be construed to create or imply a joint venture, partnership, principal-agent, or employment relationship between the Parties. Except as expressly authorized by Youni in writing, you will neither act nor purport to be acting as the legal agent of Youni, nor enter into any agreement on behalf of Youni or otherwise bind or purport to bind Youni in any manner whatsoever.
- Notices
 - Any notices, reports or other communications required or permitted to be given under this Agreement will be in writing, including email, and will be

sufficient if delivered by hand or sent by registered mail, courier or facsimile addressed to you or Youni at the respective addresses as advised in writing. Any such notices, reports, or other communications will be deemed to have been received by the Party to whom they were addressed: (i) upon delivery by hand, (ii) five business days after being sent by registered mail, (iii) upon delivery by courier, as evidenced by the courier receipt, (iv) upon successful receipt confirmation report after being sent by facsimile; or (v) if sent by email, upon receipt by the sender of a delivery receipt confirmation.

- **No Waiver**
 - No waiver by either Party of a breach or omission by the other party under this Agreement will be binding on the waiving Party unless it is expressly made in writing and signed by the waiving Party. Any waiver by a Party of a particular breach or omission by the other Party will not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.
- **Severability**
 - If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, any such provision will be severable from this Agreement, in which event this Agreement will be construed as if such provision had never been contained herein.
- **Governing Law**
 - This Agreement will be governed by and construed under the laws of Romania. The Parties hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. In construing, interpreting and enforcing this Agreement, choice of law principles will not apply. The Youni Solution are intended for use only in jurisdictions where they may be lawfully offered for use.
- **Entire Agreement/Modification**
 - This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements and understandings relating to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both Parties.

- Electronic Agreement
 - You acknowledge and agree that by clicking on the “I AGREE” button (or similar buttons or links as may be designated by Youni to show your acceptance of this Agreement and/or your agreement to use the Youni Solution), you are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Youni Solution, including the Application. Furthermore, you hereby waive any rights or requirements under any Applicable Laws in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under Applicable Law. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- English language
 - It is the express will of the Parties that this Agreement and all related documents have been drawn up in English. *C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.*

21. Contact

Any questions regarding this Agreement, or any questions, complaints, claims or other legal concerns relating to Youni or its business, should be directed to Youni at:

office@younichoice.com