

# GENERAL CONDITIONS

## Scope

These general conditions apply to all services that Zeqr provides for its users

## Definitions

The following terms have the following meanings in this agreement

**General Conditions** These general conditions and the annexes thereto.

**Zeqr** Zeqr As - Zeqr Ltd - 30 Chytron Street, Office A32, Third floor, 1075 Nicosia, Cyprus, Company ID: HE 359 318

**The Service** The digital Internet-based service that Zeqr provides at any given time for its Users via the Platform [www.zeqr.com](http://www.zeqr.com), through which Zeqr provides a digital marketplace where Leaders can transfer Knowledge and Information to Participants in real time through digital image transmission.

**Supplementary Services** The service and the various features connected to the Service that Zeqr offers Users for an additional payment.

**The Platform** The digital platform that is accessed via [www.zeqr.com](http://www.zeqr.com)

**Knowledge and Information** The quantity of information – consisting of audio and video content – transmitted via the Service and intended to enable the receiver of the information – the Participant – to increase his or her skills and knowledge in a range of different areas.

**User** The person using the Service.

**The Leader** A User that mainly transmits Knowledge and Information to another User/Participant

**The Participant** A User that mainly receives Knowledge and Information from another User/the Leader

<b>The Course</b>	The Information and Knowledge that the Leader transmits to the Participant through the Service at either a) the same time or b) different times but where the Knowledge and Information transmitted during a course session is based on Knowledge and Information that was transmitted during a previous course session.
<b>Booking</b>	The application/booking for participation in the Course that a Participant submits via the Calendar. The Booking, which is binding on the Participant, is supplied to the Leader via an e-mail in Message Center.
<b>Booking Confirmation</b>	The confirmation of the booking for the Course received by the Participant and the Leader. The Booking Confirmation is provided as an "Upcoming Event" in My Account.
<b>The Payment</b>	The payment that the Leader has requested from the Participant for participation in the Course.
<b>The Commission</b>	The payment that Zeqr charges to enable the Users to use the Service. The Commission is determined as a percentage of the Payment plus VAT, where applicable. The Commission does not include payment for Supplementary Services.
<b>EU User</b>	A User who is registered for VAT in the EU
<b>My Account</b>	The account within the Service that is associated with each User and that contains the details that the User entered about him or herself and that apply to him or her when using the Service.
<b>My Wallet</b>	The section of My Account where incoming and outgoing payments are credited to the User.
<b>User Profile</b>	The section of My Account – containing information about the User – that is made available to other Users and that is also available for searches within the Service.

**The Calendar**

The space on the Platform that the Leader must use in order to specify when Courses take place. The Participant also books Courses in the Calendar.

**General information on the Service**

The Service involves – in addition to what is otherwise stated in these General Conditions – Zeqr providing the Platform where the Leader is given the opportunity, in return for payment, to offer Participants transfers of Knowledge and Information – to give Courses – and the where Participants are given the opportunity to access this transfer of Knowledge and Information. The Leader has sole liability for the Course and its contents. The Service also includes a booking system – the Calendar – in which Leaders can specify dates for specific Course sessions and where Participants can book their participation. The Service also includes a tool that makes it easy for Users to search for Courses with a range of contents. The Course – the transfer of Knowledge and Information – takes place through the Service in the form of digital and audio transmission in real time via the Internet. One prerequisite is that Users must have access to an Internet connection and technical equipment with sufficient capacity. The Service also includes arrangement of payment from the Participant to the Leader for participation in the various Courses. Zeqr also provides Supplementary Services in return for additional payment.

**Zeqr's obligations**

1. Zeqr's obligations are limited to providing the Platform and thus allowing the Leader and Participants to establish contact, communicate with one another and otherwise make use of the Service.
2. Zeqr is not a party to the agreement between the Participant and the Leader regarding participation in the Courses.
3. Zeqr is also responsible for arranging the Payment from the Participant to the Leader for the Courses.
4. Zeqr assumes no liability in any regard for the way in which the Leader gives Courses or for the contents of the Courses and the Leader has sole liability for the Courses and their respective contents. The User may not file any claim against Zeqr with regard to the Courses and their contents.
5. The Service is Internet-based and it may be the case that the Service is not always available or is not available at any given time. Zeqr assumes no liability – as the Users are also aware – for any damage caused to or costs incurred by the Users as a result of the circumstance that the Service may not be available at any given time. The

requirement with regard to the technical equipment that the Users must have to enable them to use the Service is clearly stated on the Platform at any given time.

6. Zeqr reserves the right – without any obligation to give either the Leader or the Participant prior notice – to inspect and access all Courses in order to ensure that the Users comply with the General Conditions. Zeqr will also be entitled to record a Course for subsequent inspection. The recording will be deleted after the inspection, provided that Zeqr has no adverse observations on the Course.
7. Furthermore, Zeqr reserves the right to immediately cancel an ongoing Course if any breach of these General Conditions occurs during the Course.
8. Zeqr is also entitled to immediately exclude a User from the Service if that User's use of the Service is in breach of these General Conditions.
9. Based on the number of Courses that some Leaders give over a particular period of time – and the assessments the Leader receives – Zeqr will grade the Leader on the basis of Participants' assessments and Participants will be able to see that grade when searching for Courses.
10. Zeqr reserves the right to ask Users to provide supplementary information about themselves and their business activities – in addition to the details provided during registration – if Zeqr considers it appropriate. When making any such request, Zeqr will specifically take into account the rules designed to prevent money laundering.
11. Users who are in breach of these General Conditions must compensate Zeqr for any damage that may be caused to Zeqr as a result of that contractual breach.

### **Conditions applying to the Leader**

1. The Leader must register as a Leader before being permitted to use the Service. That registration takes place on the Platform. By registering, the Leader accepts these General Conditions in full. Acceptance of these General Conditions is a prerequisite for using the Service. Access to My Account is given after registration. The Leader is responsible for ensuring that his or her registered details are up to date at any given time. The Leader can deregister at any time.
2. The Leader can then offer Courses – transfer of Knowledge and Information – through the Platform. To do this, the Leader – in the manner decided by the Leader him or herself – issues a description of the Course on the Platform and in the Calendar as well as details of the price for the Course for the Participants and when it is to be held. Times available for the Course are given in the Calendar.
3. By specifying in the Calendar that the Course can be given at a certain time, the Leader also undertakes to give the Course at that stated time. Nevertheless, the Leader is entitled to cancel the Course in accordance with the provisions set out below.

4. A Course may involve one or more Participants.
5. When the Leader has received a booking by a Participant in the Calendar – and a confirmation of the Booking has been issued to the Leader and the Participant – the Participant and the Leader will thereby be considered to have agreed that the Leader must provide the Participant with the Course in the manner set out in the Booking and pursuant to these General Conditions.
6. The Leader has sole liability for the contents of the Course and for ensuring that the Course is given at the time and in the manner stated by the Leader on the Platform. The Leader is responsible for keeping the Calendar updated at all times.
7. The Leader also has sole liability in general for the personal information that he or she provides and for information on his or her Courses. The information must be accurate. No inaccurate or misleading information may be provided.
8. The Course may not involve transfer of Information and Knowledge of sexually explicit or offensive content or content that infringes any third party's rights or is unlawful in the countries where the Participant, the Leader or Zeqr are resident or incites violence or crime or, in Zeqr's opinion, is otherwise inappropriate in terms of its form or content.
9. Zeqr reserves the right to immediately suspend the Leader's access to the Service without giving the Leader prior notice if the use of the Service is in breach of these General Conditions. Zeqr may also report any breaches of the law to the competent authorities.
10. The Leader will be entitled to withdraw from an agreement entered into with a Participant on Courses. In order for it to be permitted, any such withdrawal must take place as soon as possible and within a maximum of twenty-four (24) hours prior to the time when the Course was otherwise scheduled to begin. If the Leader withdraws from the agreement, the Leader must compensate Zeqr for the Commission that would have been payable had the Course taken place.
11. The Leader accepts that a Participant who entered into an agreement with the Leader to participate in a particular Course is entitled to deregister from the Course without any obligation to pay compensation to the Leader provided that such deregistration takes place no later than twenty-four (24) hours before the time when the Course would otherwise have begun.
12. Deregistrations later than stated above may be permitted by means of a specific agreement between the Leader and the Participant.
13. Cancellations take place by means of a specific procedure in the Service.
14. A Leader that has entered into an agreement on a particular Course with a Participant through the Calendar is not entitled – after cancellation – to provide the Course to the same Participant by any means other than through use of the Service.

15. Zeqr provides the Service to the Leader in exchange for the Commission. The Commission consists of a specific percentage of the total Payment that all Participants taking part in the same Course pay for the Course. Commissions applying at any given time are stated on the Platform. The Minimum Commission for the use of the Service is two (2) USD per Course session and Participant. Zeqr reserves the right to change this "minimum amount" at any time.

### **Conditions applying to the Participants**

1. A Participant must register as a Participant in order to be permitted to use the Service. By registering, the Participant accepts these General Conditions in full. Acceptance of the General Conditions is a prerequisite for using the Service. Access to My Account is given after registration. The Participant is responsible for keeping his or her registered details in My Account up to date. No inaccurate or misleading information may be provided. The Participant can deregister at any time.
2. The Participant makes his or her Booking using the specific function in the Calendar. An agreement between the Participant and the Leader relating to participation in a particular Course exists when the Participant and the Leader have received the Booking Confirmation. Zeqr is not a party to that agreement.
3. Payment to the Leader for the Participant's participation in the Course will be made in advance in the manner set out below.
4. Use of the Service is free of charge for the Participant. Nevertheless, the Participant must make the Payment for his or her participation in the Course.
5. The Participant is entitled to cancel Courses booked earlier and receive a refund of the Payment after the Commission has been deducted. The Participant may also rebook a Course session for another occasion when the Leader is giving another Course. One prerequisite for this is that the cancellation and rebooking – which is done on the Calendar – must take place no later than twenty-four (24) hours before the Course is scheduled to begin. In the event of a cancellation after that time, no refund will be given and the Payment will be credited to the Leader after a deduction for the Commission. Nevertheless, the Leader and the Participant may agree, in the case of a cancellation less than 24 hours before the Course, that the Course will take place on another occasion and therefore the Payment is only made to the Leader after the Course has been given at the new time agreed by the Parties. No additional Commission is charged by Zeqr when a Course is moved.
6. The Participant may not use the service in an unlawful manner in the country where the Participant or Zeqr is resident or in a manner that infringes rights belonging to a third party or in a manner that Zeqr considers inappropriate or offensive.

7. If the Participant is dissatisfied with the Course, he or she may only request a refund of the Payment from the Leader. No other claim may be filed against the Leader in any regard. The Participant may never file any claim against Zeqr on the basis of what occurred during the Course.

### **Payment – My Wallet**

1. The Participant must make the Payment at the time of the Booking if My Wallet does not already contain a sufficient credit balance
2. Possible payment methods – and the various additional fees applying upon payment – are stated on the Platform
3. The Payment must be made to a Zeqr escrow account and is credited to the Participant's My Wallet when it has been received by Zeqr.
4. When the Participant has booked a Course, the Payment is reserved for the Leader as payment for the Course at the same time as the Booking Confirmation is issued.
5. Zeqr will transfer a Payment with a deduction for the Commission to the Leader seven days after the Course ends, according to the Calendar, unless the Participant has reported the Course to Dispute as set out below within three (3) days after the end of the Course.
6. The Participant may approve the Course at any time after completing the Course and therefore Zeqr will immediately credit the Payment to the Leader's My Wallet, after a deduction for the Commission
7. All payments made to Zeqr and all payments made by Zeqr are credited in the User's My Wallet.
8. A User may ask for his or her credit balance in My Wallet to be paid out at any time. The possible ways of obtaining such a payment are stated on the Platform. Payment of credit balances is subject to a fee. The amount of the fee is stated on the Platform.
9. A User's credit balance in My Wallet may not exceed 10 000 USD. Zeqr reserves the right to reject payments that mean that My Wallet is credited with a higher amount. Zeqr also reserves the right to pay out all or part of amounts credited to the User in My Wallet. Payment of credit balances is subject to a fee. The amount of the fee is stated on the Platform.
10. Zeqr reserves the right to block a particular User's credit balance in My Wallet and stop further pay-outs. Such a block may take place at the instigation of a User, the police or another public authority, bank or credit card company or another party that may be considered to have a legitimate interest in preventing a specific User's credit balance in My Wallet from being paid out. Zeqr cannot be held responsible for any damage arising as a result of the blocking of a credit balance in My Wallet.

### **Supplementary Services**

1. The Supplementary Services that Zeqr offers the Users at any given time and the conditions for them, including the cost of the Supplementary Services, are stated on the Platform.
2. The provisions of these General Conditions must also apply to the Supplementary Services unless otherwise stated in connection with each Supplementary Service.



## **VAT**

1. Information on the amount of the Commission is stated on the Platform at any given time. This information is always given excluding VAT.
2. For Leaders who are domiciled in the EU but who are not EU users, Zeqr is obliged to report and pay in VAT on the Commission. For these Users, the VAT applicable at any given time (currently 19%) will therefore be payable on the Commission.
3. Users who are registered for VAT within the EU must give their VAT number when registering in My Account in order to become EU Users. Otherwise, VAT will be payable on the Commission for Users domiciled in the EU that is otherwise applicable.
4. The Price for the Supplementary Services given on the Platform also excludes VAT. VAT is therefore payable on this price, as appropriate.
5. As set out below, each Leader is responsible for reporting VAT on the Payments that he or she receives for the Courses.

## **Currency**

1. Only US dollars are used in the Service. All payments in and out of the Service are therefore denominated solely in US dollars.
2. Zeqr assumes no liability for fluctuations in exchange rates.

## **Security**

1. Use of the Service requires log-in with a password.
2. The password is set by the User in My Account.
3. The Password and other log-in information for the Service is personal and must be treated by the User as a valuable document and must be protected against access by third parties.
4. The User is responsible for ensuring that the password is not used by anyone other than the User.
5. Zeqr cannot be held responsible for damage in the event that the Service is used by unauthorised persons who have logged in using the User's password and log-in details.

## **Support**

1. Zeqr provides support for the Users.
2. Support is available 24 hours a day, every day of the year (24/7/365).

3. Support can be obtained via e-mail. Support can also be obtained directly on the Platform.
4. All support is available via [www.support.zeqr.com](http://www.support.zeqr.com). Further information on available support and the conditions for providing support are stated on the Platform.

### **Reviews and reports**

1. Each User – both the Leader and Participants – are entitled to give an assessment of the Course, the Leader and the Participant. An assessment can only be given on a Course in which the User has participated. Assessments are given on the Platform and are available for everyone to access. Only one assessment may be given per Course. The Leader is only entitled to give an assessment after the Participant has issued his or her assessment. Assessments may not be offensive, insulting or untrue, but must be factually correct. Zeqr reserves the right to remove certain assessments at any time, at its sole discretion.
2. All Users are entitled to notify Zeqr if a person's use of the Service is in breach of the General Conditions. Such notifications are also issued via the Platform.

### **Disputes between Users**

1. Zeqr provides a system for resolving disputes between Users within the context of the Service, subject to payment.
2. The fee for dispute resolution is currently 5 USD. Zeqr reserves the right to change the fee. The current fee for dispute resolution is stated on the Platform.
3. A Participant who is dissatisfied with a Course may refer this dispute to Zeqr for resolution. This is done through Message Center on the Platform and must take place within three (3) days after the end of the Course. The fee specified in section 2 must be paid by the Participant when the dispute is referred to Zeqr for resolution.
4. The fee is paid in the same way as the Payment. If the Participant has a credit balance in My Wallet, Zeqr is entitled to take payment by means of a withdrawal from the Participant's My Wallet. Processing of the dispute will not begin until the fee has been paid.
5. When asking for a dispute to be resolved by Zeqr, the Participant must, at the same time, state how he or she is dissatisfied with the Course and/or the Leader in the request for Zeqr to resolve the dispute.
6. The Leader must be given the opportunity to respond to what the Participant has stated. The Leader's response must be issued within two (2) days from when the Participant's

complaint was sent to the Leader via Message Center. The response is issued through Message Center on the Platform.

7. The Participant will receive the Leader's response, but is not entitled to respond to any statements contained in it.
8. Zeqr then issues a decision on the dispute with binding effect on the parties and decides whether the Participant must receive a refund of all or part of the Payment. That decision, which must be issued promptly, cannot be appealed.
9. Zeqr's decision is issued through Message Center. It is issued giving only brief reasons for the decision.
10. If the Leader issues no response within the period specified in section 6, the Leader will be considered to have accepted the Participant's claim and to have approved the refund of the Payment to the Participant.
11. Zeqr also determines – based on the decision – how the Payment will be divided between the Leader and the Participant through their respective My Wallet.
12. The Users undertake to accept the decision issued by Zeqr.
13. The costs of the dispute will be divided between the Leader and the Participant based on the outcome of the dispute. If the Participant's claim is upheld in full, the Leader will have sole liability for the cost of the Dispute.
14. Regardless of whether the dispute was referred to Dispute, Zeqr will always be entitled take payment of the Commission. The cost of the Commission must be divided between the Leader and the User in the same way as the costs of the Dispute.
15. When the resolution of the dispute between the Leader and the Participant has been issued, Zeqr will also determine how the liability for the costs of a) the dispute and b) the Commission will be divided between the parties. Zeqr will ensure that these costs are also settled through each User's My Wallet.
16. Disputes between the Users relating to the Service cannot be resolved by any means other than as specified above. The Parties waive their right to have the dispute heard in a court or by other means.

### **Intellectual property rights (IPR)**

1. All IPR relating to the Service are owned by and belong exclusively to Zeqr.
2. No User obtains any right to the Service or its contents through his or her use of the Service.

### **Personal Data**

1. The Users give their consent for the information registered in My Account to be subject to automated processing by Zeqr. This is a prerequisite for using the Service. Nevertheless, the data will only be processed to enable Zeqr to fulfil its commitments to the Users according to these General Conditions and to provide the Service.
2. The Users specifically agree that the details contained in the User's Profile will be available to the other Users and will also be available for any searches carried out by a User within the Service.
3. Information on how Zeqr otherwise intends to process personal data is set out in the policy on these matters applied by Zeqr. The policy applying at any given time is available at [www.xxx.xxx](http://www.xxx.xxx) . The User consents to his or her personal data being used according to the policy.
4. The Users may revoke their consent for the processing of personal data at any time. The consent is revoked in My Account. The ability to use the Service will then cease.

### **Other**

1. Each User may only register one My Account. Registration for the Service is personal and non-transferable. Zeqr reserves the right to immediately close down Users that have registered more than one My Account. Any credit balance in My Wallet will be paid out to the User on request in the manner set out above.
2. A User who has not used the Service for a continuous period of twelve (12) months will be considered as inactive. If there is a credit balance in an inactive User's My Wallet, a fee of five (5) USD per commenced calendar month is charged until a) a pay-out is requested by the User, or b) the User resumes use of the Service and becomes active. Zeqr is entitled to take this payment from the User's My Wallet. If there is no credit balance remaining in My Wallet, the User will be deregistered from the Service and the data in My Account will be deleted.
3. Communication – besides during Course sessions – between a) the Users and b) Zeqr and the Users will take place solely through Message Center in the Service. The Users must continuously check whether they have received any messages in Message Center.
4. All Users are themselves responsible for declaring and paying VAT and other taxes on the income received as a consequence of the Service in accordance with the laws and rules applying to each User. Zeqr assumes no liability in this regard. Each User must therefore acquire the necessary knowledge of his or her tax liability in accordance with the laws and rules applying to him or her.

### **Disputes between us**

1. Swedish law – without taking into consideration civil law rules on conflict of law – will apply to these General Conditions. This therefore applies to both a) the legal relationship between different Users and b) the legal relationship between Users and Zeqr.
  2. Disputes between Users and Zeqr arising out of these General Conditions will be settled by means of an arbitration procedure in accordance with Swedish law on arbitration procedures in force at any given time. The procedure – which must be in English – will take place in Stockholm.
-