

GENERAL TERMS AND CONDITIONS

1. SCOPE OF APPLICATION

- 1.1. These General Terms and Conditions (hereinafter referred to as the "General Terms and Conditions") apply to the provision of English language teaching services by the company operating the Kids&Us English language school (hereinafter referred to as the "Provider") for the Client, as identified in the Special Terms and Conditions. The Provider and the Customer are hereinafter collectively referred to as the "Parties".
- 1.2. For the purposes set out herein:
- a. The "**Special Terms and Conditions**" consist of the Enrolment Form (as that term is defined in Section 5), the re-enrolment Documents (as that term is defined in Section 6), the bylaws (as referred to in Section 2.1) and such other documents and commercial agreements as may be entered into between the Parties from time to time in accordance with the provisions of these General Terms and Conditions, and any amendments made to such documents.
 - b. "**Customer**" means the person who, in their own name or on behalf of a minor under his or her guardianship or parental authority, subscribes to services from the Provider, which services may not be transferred by the Customer to third parties or used by persons other than the Customer or the minor under his or her guardianship or parental authority and who is enrolled as a pupil at the school.
 - c. "**Services**" means the English language teaching services, as part of the Kids&Us system, subscribed to by a Customer in accordance with the provisions of the Special Terms and Conditions. They will be supplied by the Provider in accordance with said Special Conditions and these General Conditions.
 - d. "**Agreement**" means the combination of the Special Terms and Conditions and the General Terms and Conditions.
 - e. "**Mousy**" refers to pupils in the first year of the Kids&Us methodology, aged between 1 and 2.
 - f. "**Linda**" refers to students in the second year of the Kids&Us methodology from the age of 2.
- 1.3. The General Terms and Conditions and the Special Terms and Conditions are available in French, Dutch and English. In the event of any contradiction between the General Terms and Conditions and the Special Terms and Conditions, the provisions of the Special Terms and Conditions shall prevail.
- 1.4. The Agreement is accepted by signing this document and the Special Terms and Conditions and implies that the Customer:
- a. has read, understood and approved the content of the General Terms and Conditions and the Special Terms and Conditions and has had the opportunity to ask the Service Provider any questions necessary to resolve any doubts he may have concerning the General Terms and Conditions and the Special Terms and Conditions;
 - b. has the capacity to enter into agreements;

c. undertakes to meet all its obligations under the Agreement.

1.5. The General Terms and Conditions may be modified for reasons such as legal, regulatory, commercial or security. The Customer will be informed of any changes before they are implemented by hand-delivery of the new General Terms and Conditions against receipt, by post or by e-mail with acknowledgement of receipt. The amended General Terms and Conditions will apply 30 days after receipt of the notification or publication on the Provider's website. The Customer is deemed to have accepted the amended General Terms and Conditions if they have not objected in writing within 30 days. If no objection is received within the 30-day period, the Agreement will be deemed terminated on the date on which the amended General Terms and Conditions come into force.

2. SERVICES

2.1. Prior to acceptance of this Agreement, the Customer shall have received, by e-mail or by hand, the following: (i) the complete catalogue of the courses offered, with their essential characteristics and objectives, as well as the main characteristics of the teaching system based on the Kids&Us method; (ii) the Provider's identification data (expressly indicating that it is acting on its own behalf), as well as those of the school in which the Services will be provided; (iii) the fees for the course in which the Customer has expressed interest, including taxes and duties, and the cost of the Material (as this term is defined in section 2.7) (hereinafter collectively referred to as the "Price") to be paid by the Customer and which is necessary for the course to run as it is inherent to the Kids&Us teaching method, as well as the terms and conditions of payment; (iv) the need for the Provider, for organisational reasons, to know the number of re-enrolments before the start of each school year and therefore the annual re-enrolment procedure which is carried out electronically each year; (v) the Customer's right of withdrawal under the conditions set out in Section 3; (vi) the school's internal regulations; and (vii) the content of these General Terms and Conditions, the Customer having been given the opportunity to ask questions on this subject.

2.2. The services are provided at the English language school indicated on the enrolment or re-enrolment form, as these terms are defined below (hereinafter referred to as the "School").

2.3. Timetable and duration of lessons:

Depending on the level or method concerned, the duration of the course is as follows:

- a. Babies (from Mousy to Linda): Baby classes usually last 45 minutes, once a week. If there is only one pupil, the class lasts 30 minutes because it is adapted to the pupils' ability to concentrate at this early age and because all attention is then focused on that pupil. For Baby classes in crèches, the duration is 30 minutes.
- b. Kids (from Sam to Pam&Paul): the usual duration of classes from Sam to Pam&Paul is 60 minutes, once a week.
- c. Ben&Brenda: Ben&Brenda classes usually last 90 minutes, once a week.
- d. Tweens 1 and 2: the usual duration of classes in the Animal Planet block is 60 minutes, twice a week.
- e. Tweens 3 and 4: classes in the Fairy Tales blocks usually last 90 minutes, twice a week.

- f. Teens 1 to Teens 4: the usual duration of classes in the Mysteries and The Future blocks is 90 minutes, twice a week.
- g. Teens 5 and Teens 6: the duration of the Subscription block classes varies according to the method chosen: 90 minutes twice a week or 90 minutes once a week.
- h. Traditional method: the duration of traditional method classes varies according to the level chosen and is between 60 minutes and 180 minutes per week.

- 2.4. The specific course timetables are those indicated in the Special Terms and Conditions. They are therefore subject to change each year depending on the courses chosen and the number of students in each course available at any given time.
- 2.5. In general, courses start in September and finish in June of the following year, on the specific dates and in accordance with the course timetable indicated in the Special Terms and Conditions.
- 2.6. Unless otherwise provided for herein, courses listed in the timetable which the student is unable to attend, for whatever reason, cannot be made up and will be billed.
- 2.7. The maximum number of students per class is five (5) for Babies classes, eight (8) for Sam to Teens 6 classes and ten (10) for traditional method classes. In the case of courses for Babies given in external centres, the maximum number of students per group will be eight (8). If, on 1 October of each calendar year, the number of students per class is less than or equal to three (3) and no other group can accommodate these students, the Provider reserves the right to dissolve the group and, in this case, it will refund any sum paid by the Customer in October by way of tuition fees, including the cost of the Materials referred to in section 2.10.

Alternatively, the Provider may offer another timetable in a group of the same or lower level. The Customer will be free to refuse this alternative and request reimbursement of all sums paid.

- 2.8. Mousy students will be accompanied by an adult for the duration of the course. Each of Linda's pupils will be accompanied by an adult for the first few months of the year. In the following months, the adults who accompany Linda students will not return to the classroom with them, but must remain in the centre for the duration of the course. Students will not be accompanied by an adult on courses held at external centres.
- 2.9. Teachers must hold the appropriate academic or professional qualifications to teach the courses.
- 2.10. Subscribing to the Services by accepting the General Terms and Conditions and, in addition, the Special Terms and Conditions, implies that the Customer is aware of and accepts that said Services are based on the unregulated Kids&Us teaching method which, in addition to the presence of the pupil at the School, requires the use of exclusive educational material (hereinafter referred to as the "Material"), the cost of which is borne by the Customer. Without prejudice to the adaptation of said Material to the needs of each class, said Material consists of the following elements (depending on the level or method):
 - a. **Babies:** four (4) books for the Mousy course and five (5) books for the Linda course, as well as access to the My Locker application containing audio and other complementary content, and access to the My Kids application, which enables two-way communication between the family and the Kids&Us school.

- b. **Kids** (from Sam to Pam&Paul): one (1) Booklet, four (4) Sticker Books, four (4) Workbooks (one for each story in the course), plus access to the My Locker application containing audio and other complementary content, as well as access to the My Kids application, which enables two-way communication between the family and the Kids&Us school.
- c. **Ben&Brenda**: one (1) Activity Book and one (1) Student Book, as well as access to the My Locker application containing audio and other complementary content, and access to the My Kids application, which enables two-way communication between the family and the Kids&Us school.
- d. **Tweens 1 and 2**: Student Book, as well as access to the My Way application, which contains digital content linked to the physical content worked on in class. In addition to access to the My Kids application, which enables two-way communication between the family and the Kids&Us school.
- e. **Tweens 3 and 4**: Student Book, as well as access to the T&T zone digital platform and access to the My Kids application, which enables two-way communication between the family and the Kids&Us school.
- f. **Teens 1 and Teens 2**: Student Book, as well as access to the T&T zone digital platform, and access to the My Kids application, which enables two-way communication between the family and the Kids&Us school.
- g. **Teens 3**: Student Book, as well as access to the GRIP 2021 application and the T&T zONE digital platform, and access to the My Kids application, which enables two-way communication between the family and the Kids&Us school.
- h. **Teens 4**: Student Book, as well as access to the T&T zONE digital platform and access to the My Kids application, which enables two-way communication between the family and the Kids&Us school.
- i. **Teens 5 and Teens 6**: 1 or 2 Student Books (depending on the option chosen), as well as access to the T&T zONE digital platform and access to the My Kids application, which enables two-way communication between the family and the Kids&Us school.
- j. Traditional method: Class book and Work book corresponding to the chosen level.

2.11. The Services are considered to be unregulated education and, consequently, any diplomas or certificates that the Provider may issue are not official. The Provider prepares students to take, if they so wish, examinations leading to internationally recognised diplomas, the enrolment or tuition fees for which are not included in the price of the courses offered by the Provider.

3. RIGHT OF WITHDRAWAL

- 3.1. The Customer may withdraw within fourteen (14) calendar days of signing the Special Terms and Conditions, without having to give any reason and free of charge.
- 3.2. To withdraw within the agreed time limit, you only have to inform us of your intention to exercise your right to withdrawal before the withdrawal time limit ends.
- 3.3. The right of withdrawal regulated in this section may be exercised either (i) by using the withdrawal form template contained in Appendix I to these General Terms and Conditions and appended to Book VI of the Code of Economic Law, available at the following URL:

<https://economie.fgov.be/sites/default/files/Files/Forms/Formulaire-de-retractation.pdf>, or (ii) by making an unambiguous statement setting out your decision to withdraw from the Agreement.

- 3.4. If the Customer exercises their right of withdrawal, the Provider is obliged to refund all amounts paid by the Customer, using the same means of payment as the one used by the Customer for the initial transaction. The Provider will refund all payments received from the Customer without undue delay and in any event within 14 days of being informed of the Customer's decision to withdraw from the Agreement. The amounts corresponding to Materials will only be refunded once it has been returned, without having been used.
- 3.5. If the Customer requests, under the terms of the Special Terms and Conditions, to be able to benefit from the Services before the expiry of the 14-day withdrawal period, then the Customer expressly waives their right of withdrawal. If the Customer exercises their right of withdrawal during the 14-day period, in accordance with the aforementioned conditions, they will be entitled to a refund proportionate to the Services provided up to the time when the Customer informed the Provider of the exercise of the right of withdrawal in relation to all the services provided.

4. CANCELLATION

- 4.1. The Customer may also cancel this Agreement prior to the commencement of the Services by sending a written cancellation request to the Provider by e-mail or by post.
- 4.2. Cancellation of the Agreement before the start of the provision of Services will not give rise to reimbursement of the amount of the enrolment fee referred to in section 5.
- 4.3. The Provider will not refund any enrolment for any cancellation made after the start of the Services. In addition, if the Provider has agreed to pay the Customer in instalments, the Customer will remain liable for payment of the current monthly instalment.
- 4.4. The right to cancel the Agreement before the start of the provision of Services is without prejudice to the right of withdrawal referred to in section 3 and the Customer's right to obtain reimbursement of all amounts paid to the Provider.
- 4.5. The Customer may cancel a course/workshop for medical reasons. In this case, the Customer must inform the Provider by telephone as soon as possible so that another customer can take part. In addition, reimbursement for the course/workshop will only be possible if a written request for reimbursement, accompanied by a medical certificate and stating the bank account number to which the reimbursement is to be made, is submitted to the Provider within 48 hours of the first day of the absence mentioned on the medical certificate.
Reimbursement, less administrative costs for an amount corresponding to one day's activity, is made after the end of the period of absence concerned and only if all the conditions listed above are met.

- 4.6. In the event of late withdrawal from a course/workshop without a medical certificate (less than 7 days before the start of the course/workshop), the full amount will be due, whatever the reason given. Under no circumstances will a late withdrawal create an entitlement to a cancellation of the invoice.
- 4.7. For private lessons, any cancellation or postponement must be requested in writing at least one working day before the scheduled appointment. If this is not done within this time frame, the appointment will be deemed to have been made and will be invoiced. However, this option is only valid for a maximum of five postponements per course session ordered. After these five cancellations, all cancelled lessons will be billed.
- 4.8. Refunds due in the event of cancellation of the Agreement will only be made by bank transfer.

5. PRICE

- 5.1. The elements included in the price paid by the Customer are as follows, the amount and terms of payment being those agreed in the Special Terms and Conditions:
 - a. Enrolment or re-enrolment fee, if applicable.
 - b. Course prices.
 - c. Materials.
 - d. Taxes applicable in accordance with current legislation.
- 5.2. Unless otherwise agreed in the Special Conditions:
 - a. The enrolment fee must be paid when signing the enrolment form or, where applicable, the re-enrolment form.
 - b. Payment for the Materials is made when the enrolment form is signed or, where applicable, when the enrolment is renewed, regardless of when the student actually starts the course.
 - c. The Price, as set out in the Special Conditions, is a lump sum. It corresponds to the provision of a global service. The instalment payments agreed between the Parties do not correspond to remuneration for school hours during the payment period. Consequently, subject to section 4, if, for any reason whatsoever (e.g. holidays or any other reason), a Customer does not receive the number of hours of lessons corresponding to the payment period, they will not be entitled to a refund of these hours or to make up these lessons. In the event of force majeure preventing the lessons from being taught, if the Price has been paid in full, the Customer may obtain a refund of the Price, pro rata for the duration of the course still to be completed.
 - d. Applicable taxes will be paid in accordance with regulations in force.
- 5.3. The full price of a course/workshop must be paid at the time of enrolment either on the online enrolment platform in the name of the Provider(<http://bookeo.com/kidsandusbelgium>)¹, or by Bancontact in the

¹ Payment via the Bookeo online platform is only available in certain Kids&Us centres.

Kids&Us centre, or by bank transfer to the Provider's account with the following message "Date of course + first name and surname of student-age" and at the latest on the first day of the student's course.

In the case of payment on the Bookeo enrolment platform, the Provider is in no way responsible for the technical processing of the payment itself or for the actual execution of the payment. Payment for Services is handled by and via the interface of Bookeo Pty Ltd, which has a secure platform. Bookeo Pty Ltd is solely responsible for and guarantees the certification of the platform and the security of the data relating to the means of payment offered by the Provider, which Bookeo Pty Ltd uses, processes or stores in the name and on behalf of the Provider.

- 5.4. The Provider reserves the right to refuse access to courses to anyone who has not paid their enrolment fees and/or their Teaching Materials.
- 5.5. The Provider's invoices are payable in cash, with the exception of the provisions of point 5.6. Any sum unpaid on the due date will be increased, ipso jure and without formal notice, by late interest at the rate of 8% of the total sum
- 5.6. Payments by quarter, half-year or monthly instalments are authorised on the express condition that they are made in no more than 10 monthly instalments by direct debit. Any other payment method or instalment that does not meet these conditions will be refused.
- 5.7. The Provider is only obliged to reimburse enrolment fees and Materials in the cases set out in sections 2.7 and 3. Without prejudice to the applicable legal or regulatory provisions, the Provider is not obliged to reimburse the enrolment fees or the Materials in any other case. Inter alia, the Customer understands and accepts that dropping out of the course, for whatever reason, or terminating the relationship with the Provider will result in the Customer losing these amounts.
- 5.8. If the Customer pays for the Services by direct debit, if one of the payments is refused, all costs associated with this refusal will be borne by the Customer, who will fully indemnify the Provider.
- 5.9. Any discount, price reduction and/or other rebate must be the subject of a prior written agreement between the Parties.
- 5.10. Both enrolment and courses are personal and non-transferable. Therefore, only the student identified on the enrolment form may attend the courses subscribed to by the Customer.

6. ENROLMENT FORM

- 6.1. The Services will initially be subscribed to by the Customer by submitting or sending to the Provider, by post, e-mail or via an online platform made available by the Service Provider, the enrolment form (hereinafter referred to as the "Enrolment Form"). The Customer may also register by fax, telephone or by filling in the form available in the Kids&Us centre or, where applicable, for a course/workshop via the enrolment platform at <http://bookeo.com/kidsandusbelgium> if the Kids&Us centre concerned allows this.
- 6.2. Each enrolment form must contain at least the following information:
- a. Identification of the Customer and the pupil for whom they are subscribing the Services, as well as the relationship between the Customer and the pupil, with proof, as applicable, of parental authority or guardianship over the pupil.
 - b. The Services requested, indicating the course in which the Customer is interested, as well as its details and characteristics.
 - c. The price of Services.
 - d. The express mention of the Customer's examination of the General Terms and Conditions, as well as the possibility offered by the Provider to the Customer to ask any questions on this subject, as well as the express acceptance by the Customer of the General Terms and Conditions and, as applicable, the declaration relating to access to the pre-contractual information referred to in section 1.4.
 - e. The Customer's agreement to the chosen method (e-mail, space created for this purpose on the Provider's website, or any other means agreed between the Parties) for receiving information and re-enrolment forms for subsequent courses, which may be subscribed to remotely and to which these General Terms and Conditions apply in all cases.
- 6.3. The Enrolment Form is only binding on the Parties on the date on which the Provider has sent its acceptance to the Customer, by post or e-mail, or by the same means by which the Enrolment Form was sent (hereinafter referred to as the "Acceptance").
- 6.4. Without prejudice to the return of the Acceptance by the Provider to the Customer in accordance with the provisions of this section 6.33, the Provider is required, in any event, to keep a scanned copy of the Enrolment Form and its Acceptance in the School, as proof of the subscription.
- 6.5. The Service Provider is not obliged to accept all enrolment forms and therefore reserves the right to refuse them without incurring any liability.
- 6.6. A student's enrolment - and therefore their place on a course - will only be guaranteed once the Provider has received the enrolment fee.
- 6.7. On receipt of payment of the enrolment fee and confirmation of enrolment by the Provider under the terms of the Acceptance, and subject to the right of withdrawal referred to in section 3, the Customer will be deemed to be definitively and irrevocably committed to the Provider.

7. RE-ENROLMENT

- 7.1. Once a year, before the end of the school year (around the months of March to May), the Provider will send the Customer a written communication, which may be delivered by hand, by post or by e-mail, with the aim of providing the Customer, for the following school year, with all the information set out in section 2.1 (hereinafter referred to as the "Re-enrolment Notification") and, in addition:
- a. The possibility of formalising the re-enrolment for the new school year (hereinafter referred to as the "Re-enrolment"), both at the School and remotely, by electronic means, by completing the re-enrolment form (hereinafter referred to as the "Re-enrolment Form").
 - b. The express mention that:
 - (i) Upon acceptance by the School, the return of the duly completed Re-enrolment Form implies the Customer's acceptance of the General Terms and Conditions and the obligation to pay by the price of the new course in accordance with the conditions set out in the Special Terms and Conditions;
 - (ii) Upon acceptance of the Re-enrolment Form by the Provider, the terms and conditions of the Re-enrolment Form (which shall be deemed to be Special Terms and Conditions), together with the General Terms and Conditions, shall govern the relationship between the Parties until the end of the new subscribed course;
 - (iii) The Provider will send its Acceptance to the Customer, for the Customer's records, on a durable medium.

Without prejudice to the Provider's return of acceptance of the Re-enrolment Form to the Customer in accordance with the provisions of this section 7.1, the Provider is obliged, in any event, to keep a scanned copy of the Customer's Re-enrolment Form and its Acceptance by the Provider in the School, as proof of enrolment.

- 7.2. The regulations relating to distance agreements by electronic means in force at any time are applicable to the re-enrolment, where applicable.

8. COMPLAINTS - CONSUMER OMBUDSMAN

- 8.1. The Customer may submit any complaint relating to the Services using the complaint forms available for this purpose in the School.
- 8.2. In accordance with the applicable laws, the Customer has the right to have free recourse to a consumer ombudsman.

9. RESPONSIBILITY OF THE PROVIDER AND THE CUSTOMER

- 9.1. The Provider is liable to the Customer for the Services provided. All students enrolled in the courses are insured and under the responsibility of the Provider or its partners during the provision of the Services, with the exception of Babies (Mousy and Linda) who are accompanied by their parents or an authorised

adult. Babies will therefore be insured and under the responsibility of their parents or an authorised adult. Pupils are the responsibility of their parents and/or the person authorised to collect them as soon as they leave the facilities of the Provider or its partners at the end of the Services.

- 9.2. Under no circumstances will the Provider be liable for any damage resulting from or caused, in whole or in part, by any misrepresentation, concealment or other wilful or negligent conduct of the Customer, or which is not in accordance with the principles of good faith.
- 9.3. To the extent permitted by law, the Provider declines all responsibility for theft, damage to its premises, whether intentional or not, and loss of personal belongings that may be committed, caused or carried out during the opening hours of the Kids&Us Centre(s) managed by the Provider. The Service Provider cannot be considered the custodian of items lost or abandoned by customers on its premises. Any Materials brought in by the Customer during opening hours remain the sole responsibility of the Customer. The same applies to Materials lost or abandoned by the Customer on the service provider's premises.
- 9.4. Any claim that the Provider is liable to the Customer must be made in writing, stating in sufficient detail the nature of the claim and the amount claimed.
- 9.5. The Provider shall only be liable to the Customer. It is not liable for any damage caused by third parties or to third parties.
- 9.6. Under no circumstances may the Provider's liability be excluded for actions or omissions for which the Law or regulations provide otherwise.
- 9.7. The Customer must use the premises and Materials made available by the Provider "with due care", i.e. as a normally prudent and diligent person, in accordance with the bylaws.
- 9.8. The Provider reserves the right to ban access to one or more courses, either temporarily or permanently, in accordance with section 11.
- 9.9. Any damage will be billed to the perpetrator of the act or, in the case of a minor child, to the child's legal representative, without prejudice to any additional damages that the Provider may deem to be due.

10. TERMINATION OF SERVICES BY THE CUSTOMER. DE-ENROLMENT OF STUDENTS

- 10.1. The Customer may terminate their relationship with the Provider at any time and the Student may therefore stop attending the course for which they are enrolled at any time by notifying the School management in writing.
- 10.2. The amounts paid for enrolment or re-enrolment and for Materials, or any other amount paid as a course fee, are non-refundable, except where the Customer withdraws from the Agreement in accordance with the conditions set out in section 3, or if the Customer terminates the Agreement as a result of a breach by the Provider.

Consequently, if the effective date of the cancellation, or of the student's de-enrolment, does not coincide with the last day of classes in the current monthly period, the Customer will not be able to request reimbursement of any amount for this period, even if they have not received all the classes in the aforementioned period. However, once the Agreement has been terminated, the Customer is not obliged to pay any subsequent monthly instalments.

11. TERMINATION OF SERVICES BY THE PROVIDER

The Provider may temporarily suspend or terminate this Agreement and definitively end the provision of the Services if (i) the Customer fails to meet their payment obligations under the Agreement despite a first reminder; (ii) the student repeatedly shows a lack of discipline or acts to the detriment of the smooth running of the course, despite the Provider's warning. In this case, the Customer is not entitled to reimbursement of any amounts paid as compensation for the damage caused.

12. FORCE MAJEURE

- 12.1. If the School closes or is unable to provide the Services due to force majeure, the Provider will offer the Customer an entirely digital service, with 100% online content or synchronous classes, depending on the course.
- 12.2. The digital method will be duly communicated to the Customer and will not lead to any change in the economic consideration agreed in the Special Terms and Conditions of the course. In this case, the digital training material will include private access to the Kids&Us *e-learning* platform.
- 12.3. For the purposes hereof, "force majeure" means any unforeseeable and unavoidable fact, circumstance or event (however it is caused) which prevents the provision of the Services, provided that the Provider is not responsible for it and that there is a causal link between the inability to provide the Services and the aforementioned fact, circumstance or event.

13. PROTECTION OF PERSONAL DATA

- 13.1 The company operating the Kids&Us English school which provides the Services (identified in the Special Conditions) processes the personal data of the Customer and the child collected at enrolment and generated during the academic relationship as data controller, for the purposes of providing the Services and managing the contractual relationship as well as offering and improving the KIDS&US products and services.
- 13.2 The categories of data processed are:
 - The identification details of the child enrolled on the course and their legal representatives;
 - Contact details for legal representatives;
 - Economic data of legal representatives;
 - Data relating to the child's academic career;
 - Details of the child's allergies and/or special needs.

13.3 Data processing is based on:

- the Customer's consent to the processing of the child's personal data for the purposes of managing enrolments and providing English courses;
- the need to perform the contractual relationship between the Customer and the Provider the Provider's legitimate interests in evaluating and improving its services and in sending commercial communications by electronic means about products and services similar to those provided to the Customer.

13.4 With the Customer's consent, the data may be disclosed to KIDS&US ENGLISH, S.L, with its registered office at Avinguda Tudela, 12. Manresa (08242), Barcelona Spain, registered in the Barcelona Trade and Companies Register under Sheet B-355982, Volume 39900, Folio 16, both of which process this data for managing enrolments or for promotional purposes as independent data controllers. The data may also be disclosed to third party companies, members of the KIDS&US ENGLISH, S.L. franchise network, as well as to its partner entities and/or service providers KIDS&US ENGLISH, S.L. and/or its franchisees for the purposes of providing the Services hereunder.

13.5 Data will be kept for no longer than 5 years after the end of the agreement, or until the intended purpose of the data processing has been achieved. Some data may be anonymised and used for statistical purposes.

13.6 Any international transfer of data will only take place after prior verification of the existence of the necessary guarantees for data protection compliance by the recipient entity.

13.7 The Customer has the following rights:

- In all cases, the right to access, rectify and/or request the deletion of data, as well as to request the restriction of data processing;
- For processing based on the Customer's consent or which is necessary for the performance of the Agreement, the right to data portability;
- For processing based on the Provider's legitimate interests, the right to object.
- For processing based on consent, the right to withdraw consent at any time without this affecting the lawfulness of the processing carried out prior to the withdrawal. However, the Customer understands that if the Customer does not consent to the processing of their child's personal data, which is strictly necessary for the provision of the Services, the Provider will not be able to provide the Services and the contractual relationship will not be able to continue.

13.8 To exercise their rights or to obtain any additional and detailed information concerning the protection of personal data, Customers may contact info@kidsandus.com or belux@kidsandus.be or request a written copy from their Kids&Us School.

- 13.9** Finally, the Customer has the right to lodge a complaint with the Data Protection Authority using the form available on its website at the following address:
<https://autoriteprotectiondonnees.be/citoyen/agir/introduire-une-plainte>
- 13.10** To ensure that the Kids&Us method is applied correctly by the teachers and that the level of learning of the pupils is appropriate, some lessons may be recorded and/or filmed. Consequently, by enrolling their child, the Customer, or if they are capable of discernment, the child, will be asked to consent to the recording of the lessons attended by the child for the purposes of quality control of the teaching according to the Kids&Us method. These images will only be processed for internal audit purposes. Kids&Us English S.L. will also carry out surveys and studies to ensure the quality of its services.
- 13.11** KIDS&US and its network of franchisees publish information about their activities, services and products on various media (including a quarterly magazine, an annual report, the Annual General Programme and the company's websites and social networks). These broadcasts often include photographs and/or videos presenting the activities carried out at the Kids&Us School, whether academic or sporting, etc. The pupils of the Kids&Us School will only appear in an identifiable way if they, their parents or legal representatives have given their prior consent (via the "Right to image" form at the time of enrolment).

2. APPLICABLE LAW AND JURISDICTION

- 2.1** The Contract is governed by Belgian law.
- 2.2** Should a dispute arise between the parties, they undertake to make every effort to resolve it by means of an Alternative Dispute Resolution Method, and principally by civil or commercial mediation.
- 2.3** In the event that mediation fails or is refused by one of the parties, the parties agree and accept that the courts with jurisdiction to rule on the negotiation, interpretation, conclusion, performance and termination of this agreement shall be the courts of the place where the Service Provider's registered office is located.

I have read, understood and accept the express, voluntary and unreserved incorporation of each of the current General Terms and Conditions made available to me by the Provider, which validly form an integral part of this contractual relationship with the Provider.

APPENDIX I - MODEL WITHDRAWAL FORM

(Please complete and return this form only if you wish to withdraw from the Contract)

- For the attention of *[insert company name, address and e-mail address]*:
- I/We (*) hereby notify you (*) of my/our (*) withdrawal from the agreement for the sale of the following goods (*)/services (*)
- Ordered on (*)/received on (*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of the consumer(s) (only in the case of notification of this form on paper)
- Date

(*) Delete as appropriate.