



Users Service Agreement

1. Introduction

This User Agreement, the Mobile Application Terms of Use, and all policies and additional terms posted on and in our sites, applications, tools and services (collectively "Services") set out the terms on which Qkids English offers you access to and use of our Services. You can find an overview of our policies here. The Mobile Application Terms of Use, all policies and additional terms posted on and in our Services are incorporated into this User Agreement. You agree to comply with all terms of this User Agreement when accessing or using our Services.

The entity you are contracting with is: Qkids English Inc., "Qkids English," "we," or "us." "GLOBAL INC. LTD"

Please be advised that this User Agreement contains provisions that govern how claims you and we have against each other are resolved (see "Disclaimer of Warranties; Limitation of Liability" and "Legal Disputes" provisions below). It also contains an Agreement to Arbitrate which will, with limited exception, require you to submit claims you have against us or our agents to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see Legal Disputes, Section B ("Agreement to Arbitrate")). If you do not opt out: (1) you will only be permitted to pursue claims against us or our agents on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek

relief (including monetary, injunctive, and declaratory relief) on an individual basis.

2. About Qkids English

Qkids English is a marketplace that allows users to offer, sell and buy just about anything in a variety of pricing formats and locations. The actual contract for sale is directly between the seller and buyer. Qkids English is not a party to the transaction, and it is not a seller or a traditional auctioneer.

Any guidance we provide as part of our Services, such as pricing, shipping, listing, and sourcing is solely informational and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes through various programs, Qkids English has no control over and does not guarantee: the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

3. Using Qkids English

In connection with using or accessing our Services you agree to comply with this User Agreement, our policies, our terms, and all applicable laws, rules, and regulations, and you will not:

- post, list or upload content or items in inappropriate categories or areas on our sites;
- breach or circumvent any laws, regulations, third-party rights or our systems, Services, policies, or determinations of your account status;
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Services, or are a person with whom transactions are prohibited under economic or trade sanctions;
- fail to pay for items purchased by you, unless you have a valid reason as set out in an Qkids English policy, for example, the seller has materially changed the item's description after you bid (see our Unpaid item policy);
- fail to deliver items sold by you, unless you have a valid reason as set out in an Qkids English policy;
- manipulate the price of any item or interfere with any other user's listings;
- post false, inaccurate, misleading, deceptive, defamatory, or libelous content;
- take any action that may undermine the feedback or ratings systems (our Feedback policies);
- transfer your Qkids English account (including feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Qkids English or the interests or property of users;
- use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of Qkids English;
- interfere with the functioning of our Services, such as by imposing an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any Qkids English application or tool, except in compliance with the export control laws, and rules and policies of any relevant jurisdictions;
- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to Qkids English. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Qkids English or someone else;
- infringe any Intellectual Property Rights that belong to third parties affected by your use of our Services or post content that does not belong to you;
- commercialize any Qkids English application or any information or software associated with such application, except with the prior express permission of Qkids English;
- harvest or otherwise collect information about users without their consent; or
- circumvent any technical measures used to provide our Services.

Sellers must meet Qkids English's minimum performance standards. Failure to meet these standards may result in Qkids English charging you additional fees, and/or limiting, restricting, suspending, or downgrading your seller account.

If we believe you are abusing Qkids English and/or our Services in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services.

If we believe you are violating our policies prohibiting Offers to buy or sell outside of Qkids English, you may be subject to a range of actions, including limits on your buying and selling privileges, restrictions on listings and account features, suspension of your account, application of fees, and recovery of expenses for policy monitoring and enforcement. If you are a seller and you offer or reference your contact information or ask a buyer for their contact information in the context of buying or selling outside of Qkids English, you may be liable to pay a final value fee applicable to that item, even if the item does not sell.

We may cancel unconfirmed accounts or accounts that have been inactive for a substantial period of time. Additionally, we reserve the right to refuse, modify, or terminate all or part of our Services to anyone for any reason at our discretion.

4. Policy Enforcement

When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for both buyers and sellers. The foregoing does not limit or impair our right to refuse, modify, or terminate all or part of our Services to anyone, or to terminate this agreement with anyone, for any reason at our discretion.

5. Fees and Taxes

The fees we charge for using our Services are listed on our Selling fees pages. We may change our selling fees from time to time by posting the changes on the Qkids English site fourteen (14) days in advance, but with no advance notice required for temporary promotions or any changes that result in the reduction of fees.

If you are a seller, you are liable for transaction fees arising out of all sales made using some or all of our Services, even if sales terms are finalized or payment is made outside of Qkids English. In particular, if you offer or reference your contact information or ask a buyer for their contact information in the context of buying or selling outside of Qkids English, you may be liable to pay a final value fee applicable to that item, even if the item doesn't sell, given your usage of our Services for the introduction to a buyer.

You must have a payment method on file when selling using our Services and pay all fees and applicable taxes associated with your use of our Services by the payment due date. If your payment method fails or your account is past due, Qkids English payments entities may collect amounts owed in the manner described in the Payment Terms of Use. In addition, you will be subject to late fees. If you receive your sales proceeds to your PayPal account, and your account is over 60 days past due, we may request that PayPal deduct the amount owed from your PayPal account balance

GLOBAL INC.

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