



General Terms for KUBO Subscriptions

KUBO Robotics ApS
CVR-no. 37043958
Niels Bohrs Allé 185
5220 Odense SØ
DK - Denmark
("KUBO")

The following terms shall be the only valid terms for the subscription on KUBO products and services.

1. Products and services

1. KUBO offers three types of subscription, consisting of different combinations of KUBOs physical products, KUBOs virtual products via KUBO Play and access to related e-learning content in the KUBO academy.
2. The three types of subscription are:
 - 2.1. "Hands-on Learning" - This type of subscription is solely on KUBOs physical products and the related e-learning content in the KUBO academy.
 - 2.2. "Blended Learning" - This type of subscription is on a combination of KUBOs physical products and KUBOs virtual products via KUBO play and the related e-learning content in the KUBO academy.
 - 2.3. "Digital Learning" - This type of subscription is solely on KUBOs virtual products via KUBO play and the related e-learning content in the KUBO academy.

2. Access to KUBO Play, KUBO academy and other digital content via the KUBO School Portal

1. KUBO Play, KUBO academy and other digital content can be accessed via the KUBO School Portal.
 - 1.1. To access the KUBO School Portal platform the user has to accept the terms and conditions of the KUBO School Portal platform.
 - 1.2. KUBO reserves the right to change the content of the KUBO School Portal platform at any time and without prior notice.
 - 1.3. The access to the KUBO School Portal is conditioned by the users authorisation of sub-data processors used by KUBO Robotics ApS.
 - 1.3.1. KUBO Robotics ApS reserves the right to make changes to its list of sub-data processors.

- 1.3.2. KUBO Robotics ApS is not obligated to issue a refund, in case the buyer can not approve to KUBO Robotics ApS current or future list of sub-data processors.

3. Subscription on KUBOs virtual products

1. A subscription on KUBOs virtual products grants access to the tasks related to the particular virtual product on KUBO play for the subscribers teachers and a number of students stated in the subscription contract for the subscription period.
 - 1.1. KUBOs product line consists of a core product, KUBO coding, and add-ons. A subscription on an add-on always requires a subscription on the core product.

4. Subscription on KUBOs physical products

1. A subscription on KUBOs physical products consist of a lease on a number of physical KUBO products ("products") stated in the subscription contract for the subscription period.
 - 1.1. KUBOs product line consists of a core product, KUBO coding, and add-ons. A subscription on an add-on always requires a subscription on the core product.
2. The subscriber has the right to use the products in the country of residence that is stated in the subscription contract.
3. The subscriber has the right to use the products in accordance with the **KUBO usage and maintenance guide** provided by KUBO on the KUBO School portal.
 - 3.1. The subscriber is obliged to handle the product with care and according to the instructions in the quick-start-guides provided by KUBO.
 - 3.2. The subscriber is liable for all damages caused by the usage of the products.
4. KUBO reserves the ownership over the products.
 - 4.1. The subscriber has no right to pledge, rent, seller or otherwise transfer the ownership or the right of use to a third party.

5. E-learning content included in the subscription

1. All types of subscription grant access to some e-learning content related to the particular products via the KUBO academy for the subscribers teachers.

6. Prices

1. The price for the subscription is stated in the subscription contract.

7. Renewal and termination

1. If not terminated in writing the subscription contract will automatically be renewed for an additional year at the end of the subscription period.
 - 1.1. KUBO will provide the subscriber with a commercial invoice within 7 days after the subscription contract has been renewed.
2. The subscription can be terminated in writing to customer-success@kubo-robot.com with 30 days notice to the end of the subscription period. A termination notice must include the subscription number for the subscription that is to be terminated.

8. Payment terms

1. The price for the 12-month subscription period is paid in advance within 30 days after the subscription contract is entered into.
2. KUBO will provide the subscriber with a commercial invoice within 7 days after the subscription contract has been entered into.
3. KUBO accepts payments via bank transfer, to the bank account stated on the commercial invoice, or with the following credit cards:
Diners Club, JCB, Discover Card, Master Card, American Express, Visa

9. Delivery

1. The access-code is delivered to the email address submitted by the buyer under “Billing details” in checkout-process.
 - 1.1. KUBO is not liable for any spelling-errors of the email address made by the buy or any spam- and other filters working in the buyers email-account.
 - 1.2. The access-code for the digital content related to a particular subscription is delivered within 24 hours after the particular subscription contract has been entered into.
 - 1.3. The access-code will be made invalid and the access to digital content related to the particular subscription will be denied, if the payment for the 12-month subscription period is not received by KUBO according to the payment terms.
2. The physical KUBO products are delivered to the delivery address.
 - 2.1. KUBO is not liable for any spelling-errors of the delivery address made by the subscriber.
 - 2.2. The physical KUBO products will be shipped after the payment for the 12-month subscription period is received by KUBO, according to the payment terms.

10. Withdrawal

1. The subscriber has the right to withdraw from the subscription contract within 3 month after the particular subscription contract initially has been entered into.
 - 1.1. The subscriber has no right to withdraw from renewed subscriptions.
2. To withdraw from the subscription contract a written declaration of withdrawal, stating the subscription number and a bank account for the refund, has to be sent to customer-success@kubo-robot.com.
 - 2.1. KUBO is not liable for any spelling-errors made in the declaration of withdrawal.
 - 2.2. KUBO will acknowledge the withdrawal in writing and provide the subscriber with a return address for the physical products.
3. After the withdrawal all access-codes related to the particular subscription will be invalid and the access to digital content related to the particular subscription will be closed.
 - 3.1. Any student accounts made in connection to the particular subscription which are not connected to another active subscription will be deleted.
4. Any physical KUBO products delivered as part of the particular subscription contract have to be delivered back to the provided return address at the subscribers cost and risk within 14 days after reception of the return address.
 - 4.1. Any products not returned within 14 days after reception of the return address will be invoiced at their recommended retail price, payable within 30 days after the invoice date.
5. The payments for the last 9 month of the subscription, i.e. $\frac{3}{4}$ of the price of the subscription, will be refunded to the subscriber within 30 days after all physical KUBO products are returned.

11. Return after terminated subscription

1. If the subscription is terminated, KUBO will provide the subscriber with a return address for the physical KUBO products.
 - 1.1. All access-codes related to the terminated subscription will be invalid and the access to digital content related to the terminated subscription will be closed.
 - 1.1.1. Any student accounts made in connection to the terminated subscription which are not connected to another active subscription will be deleted.
2. The subscriber must return all physical KUBO products related to the terminated subscription to the provided return address at the subscribers cost and risk within 14 days after reception of the return address.

- 2.1. Any products not returned within 14 days after reception of the return address will be invoiced at their recommended retail price.

12. Force Majeure

1. KUBO shall not be liable if the following non-exhaustive force majeure events occur and prevent or delay the buyers access to the KUBO School Portal platform: War and mobilization; Rebellion and civil disobedience; terrorism; natural disasters; Strike and lockout; shortages; Errors, shortcomings or delays in deliveries from subcontractors or whose subcontractors are otherwise affected by the circumstances; fire; Lack of means of transport; exchange restrictions; Import and export restrictions; Death, illness or absence of key employees; computer virus; or other circumstances beyond the direct control of the Parties. In such cases, KUBO shall be entitled to postpone its fulfillment of the obligation until the obstacle has ceased.

13. Personal information

1. Any personal information submitted to KUBO School Portal will be treated in accordance with KUBO Robotics ApS [policy on personal data](#).

14. Miscellaneous

1. KUBO shall in no event be liable to the buyer or any purchaser of the products for any indirect loss of profit, revenue, business, goodwill or anticipated savings, nor for any indirect, incidental, special or consequential damages resulting from any defect or failure of any Products delivered to the Distributor.