

Headway for Revolut – Kids & Teens Terms and Conditions of Use

Welcome to Headway!

These Headway for Revolut – Kids & Teens Terms and Conditions of Use (“Terms”) explain how you can access and use the Headway app and website when you get access with your Revolut – Kids & Teens promo code.

We have added short summaries at the beginning of each section to make them easier to understand. Please read the Terms carefully before using the Headway app and website. If you are under 18, ask a parent or guardian to go over them with you.

1. General Terms

In short: ***These Terms are an agreement between you and us. You agree to follow the Terms whenever you use the Headway website, app, and all related content (together called “Services”). We might update the Terms sometimes. While the major changes will be notified to you, other changes will be posted by updating this page. If you keep using the Services, it means you accept the updates.***

1.1 These Terms constitute a legally binding agreement between you and GTHW App Limited (reg. No. HE 395742) with a registered office at Omonoias Avenue 13, Office 1B, Limassol 3052, Cyprus (also “Headway”, “we”, “us”). They apply whenever you access or use our website <https://makeheadway.com/> (the “Website”), Headway mobile application (the “App”) and related services, including all information, text, graphics, software, and emails we send you (the “Content”). The Website, App, the Content and our services are collectively referred to as the “Services”.

1.2 We may update these Terms from time to time. The updated version will always be available on the Website or within the App, and the “Last Updated” date will change accordingly. For major updates, we may notify you (for example, by email or in-app notice or by posting notifications on the Services), but we’re not required to do so every time. If you do not agree to the updated Terms, please stop using the Services. Continuing to use them means you accept the changes.

1.3 If you get access to and use Headway Services with a Revolut – Kids & Teens promo code, you confirm that you meet Revolut – Kids & Teens eligibility requirements and, where required by law, your parent or guardian agrees to these Terms. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO BE BOUND BY THESE

TERMS, THEN DO NOT DOWNLOAD THE APP OR OTHERWISE ACCESS OR USE THE SERVICES.

1.4 Our Privacy Policy and any additional policies or terms posted on the Services from time to time also apply to your use of Headway. They are incorporated into these Terms by reference.

IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. CUSTOMERS: WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND HEADWAY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 12 “MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER” BELOW FOR DETAILS REGARDING ARBITRATION.

FURTHERMORE, THESE TERMS CONTAIN IMPORTANT DISCLAIMERS (SECTION 2), DISCLAIMERS OF WARRANTIES (SECTION 7), LIMITATION OF LIABILITY (SECTION 8) AND CLASS ACTION WAIVER (SECTION 12).

2. What Headway Is

In short: ***Headway offers summaries and key insights from non-fiction books for educational purposes only. We are not doctors, therapists, or financial advisors. If you have a health or life problem, you should talk to a trusted adult or a professional.***

2.1 Important Disclaimers

APP CONTAINS SUMMARIES BASED ON KEY INSIGHTS FROM NON-FICTION BOOKS. THE INFORMATION PROVIDED WITHIN SUMMARIES IS FOR EDUCATIONAL PURPOSES ONLY.

WE DO NOT OFFER OR PROVIDE ANY KIND OF MEDICAL ADVICE OR OTHER HEALTHCARE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY TESTING, DIAGNOSIS OR EVALUATION RELATED TO MENTAL HEALTH. IF YOU HAVE ANY PROBLEM WITH YOUR HEALTH, YOU SHALL VISIT, CALL OR CONSULT WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROFESSIONALS.

ANY IDEAS DESCRIBED WITHIN THE PARTICULAR SUMMARY ARE THE RESPECTIVE AUTHOR’S PERSONAL THOUGHTS AND NOT OURS. WE MAKE NO GUARANTEES CONCERNING THE LEVEL OF SUCCESS YOU MAY EXPERIENCE BY FOLLOWING THE ADVICE AND STRATEGIES CONTAINED IN THE PARTICULAR BOOK SUMMARY, AND YOU ACCEPT THE RISK THAT RESULTS WILL DIFFER FOR EACH INDIVIDUAL.

NONE OF THE MENTIONED IN THE APP AUTHORS ENDORSE OR SPONSOR THE APP OR ANY OF OUR COMMERCIAL PRODUCTS, SERVICES, OR ACTIVITIES. BOOK SUMMARY DOES NOT CONSTITUTE AN ENDORSEMENT BY US OF ANY OF THE MENTIONED IN THE APP AUTHORS. NOTHING IN APP SHALL BE CONSIDERED TO BE ANY OF THE MENTIONED

AUTHORS AUTHORIZES, SUPPORTS, ENDORSES, OR SPONSORS ANY PRODUCT OR SERVICE OF US RESULTING FROM MENTIONING THEM IN APP.

3. Headway Subscription

In short: *This section explains how you can access Headway with your Revolut – Kids & Teens promo code. You can use Headway if you are eligible under the Revolut – Kids & Teens program. Revolut decides who gets a promo code.*

If you already have a paid Headway subscription, you will need to cancel it before you can benefit from Headway for Revolut – Kids & Teens. You cannot give your Headway Subscription away or share it with others. Keep your login details secret and safe. If someone else uses your account and breaks these rules, you're the one who will be responsible.

Your access ends if you break these rules or stop being eligible for Revolut – Kids & Teens.

3.1 Eligibility. You can enjoy access to the Headway Services with Revolut – Kids & Teens promo code (“Headway Subscription”) for your personal use if you are an active Revolut – Kids & Teens User under the [Revolut — Kids & Teens Terms](#) and meet Revolut’s eligibility criteria. Please note that the decision on your eligibility to receive a promo code is solely at Revolut’s discretion. Headway does not issue, control or manage Revolut promo codes or eligibility decisions.

3.2 Headway account. To access the Headway Subscription, you will be asked to either log into your existing Headway account (“Profile”) or create a new one.

3.2.1 By creating a Profile, you confirm that: (i) all required registration information you submit is truthful and accurate; (ii) you will maintain the accuracy of such information; and (iii) your use of the Services does not violate any applicable law or regulation or these Terms. Otherwise, the Services may not operate correctly, and we may not be able to contact you with important notices.

3.2.2 If you already have a paid Headway subscription, you must first cancel it on the same platform where you made the original purchase (e.g., the Headway website, the Apple App Store, or the Google Play Store). If you fail to cancel your existing subscription, you will not be able to activate your Headway Subscription and might still be charged for your remaining plan.

3.3 Account safety. Keep your login details private and secure. You are fully responsible for all activities that occur under your Profile. If you think someone else has used your Profile without permission or the security of your Profile has been compromised, let us know immediately. Headway cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

3.4 Personal use only. Your access to the Headway Subscription is personal, non-transferable, non-cumulative and non-exchangeable. This means that:

- You cannot use the Services for business or commercial purposes.
- You cannot transfer, give or sell the Headway Subscription to someone else.
- You cannot stack this benefit with other Headway offers.
- You cannot exchange Headway Subscription for money or any other products or services.

3.5 Duration of the Headway Subscription. Your access to the Headway Subscription under these Terms is valid only while you remain eligible under the Revolut – Kids & Teens program rules. When you no longer meet Revolut – Kids & Teens eligibility requirements, your Headway Subscription access will end. After that, your Headway account will automatically continue under our [Terms and Conditions of Use](#), unless you choose to delete it. You can stop using Headway at any time by deleting your account or disconnecting your Revolut – Kids & Teens access.

3.6 Communications. From time to time, we will send you communications about your Headway experience, such as important updates on the Services, your progress status, new features of the App we want you to discover, or push notifications. In case you agreed to receive marketing communications, you can unsubscribe at any time or adjust your device push preferences to stop them.

3.7 Termination of Headway Subscription. We may suspend or terminate your access to Headway Subscription or your access to the Services if we believe that you have violated any of these Terms, with or without notice to you.

4. Your use of Services

In short: ***You can use Headway to learn new things, and you agree to use Headway only in ways that are fair, respectful, and lawful. Do not try to hack, copy, share, or sell anything from Headway. Do not interfere with or damage our app or systems. You are responsible for how you use Headway and for keeping your device safe. If you stop following these rules, we may stop your access to Headway.***

4.1 Lawful and fair use. You agree, represent and warrant that your use of the Services, or any portion thereof, will be consistent with the foregoing license, covenants and restrictions and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, you agree that you will comply with all applicable laws, regulations and ordinances relating to the Services or your use of it, and you will be solely responsible for your own individual violations of any such laws.

4.2 Your device and connection. You are solely responsible for obtaining the equipment and telecommunication services necessary to access the Services, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).

4.3 Changes to the Services. We retain the right to implement any changes to the Services at any time, without notice to you or our liability. In case of any material changes, we will use reasonable efforts to notify you, but we do not have to inform you about every update. You acknowledge that a variety of our actions may impair or prevent you from accessing the Services at certain times

and/or in the same way, for limited periods or permanently, and agree that Headway has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any content or services.

4.4 Use at your own risk. Your access to and use of the Services is at your own risk. We will have no responsibility for any harm to your computing system, loss of data, or other harm to you or any third party that results from your access to or use of the Services, or reliance on any information or advice.

4.5 Customer support. We have no obligation to provide you with customer support of any kind. However, Headway may provide you with customer support from time to time, at its sole discretion.

4.6 Your representations. By using the Services, you represent and warrant that:

- a. you have the legal capacity and you agree to comply with these Terms;
- b. you are an eligible user under the Revolut – Kids & Teens program rules;
- c. you will not access the Services through automated or non-human means, whether through a bot, script or otherwise;
- d. you will not use the Services for any illegal or unauthorized purpose;
- e. you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country;
- f. you are not listed on any U.S. government list of prohibited or restricted parties; and
- g. your use of the Services will not violate any applicable law or regulation.

4.7 Providing true information. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to refuse any and all current or future use of the Services (or any portion thereof).

4.8 Allowed use. You may not access or use the Services for any purpose other than that for which we make the Services available. The Service may not be used in connection with any commercial endeavors except those that are specifically authorized or approved by us.

4.9 Things you must not do. As a user of the Services, you agree not to:

- a. systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- b. make any unauthorized use of the Services;
- c. make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Services;
- d. use the Services for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- e. make the Services available over a network or other environment permitting access or use by multiple devices or users at the same time;
- f. use the Services for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Services;

- g. use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Services;
- h. circumvent, disable, or otherwise interfere with security-related features of the Services;
- i. engage in unauthorized framing of or linking to the Services;
- j. interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Services;
- k. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services;
- l. attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services;
- m. upload or distribute in any way files that contain viruses, worms, trojans, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- n. use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or using or launching any unauthorized script or other software;
- o. use the Services to send automated queries to any website or to send any unsolicited commercial e-mail;
- p. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services;
- q. use the Services in a manner inconsistent with any applicable laws or regulations; or
- r. otherwise infringe these Terms.

5. Headway Content and Intellectual Property

In short: ***All content in Headway belongs to us or our partners. You can use it to learn and enjoy, but you do not own our content and cannot copy, sell, or share it. What you upload (like your name, profile info, or notes) still belongs to you, but you let us use it so Headway can work properly.***

5.1. Headway owns the content. You acknowledge that all the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), data, other content, software and materials displayed on the Services or used by Headway, excluding any User Content (as defined below), is proprietary to Headway or to third parties.

5.2 Our rights are reserved. Headway expressly reserves all rights, including all intellectual property rights, in all of the foregoing, and except as expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other exploitation of them is strictly prohibited. The provision of the Services does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights.

5.3 You own your content. The information you submit to us as part of your registration, and any data, text and other material that you may submit or post to us ("User Content") remain your intellectual property, and we do not claim any ownership of the copyright or other proprietary rights in such registration information and the User Content. Notwithstanding the foregoing, you agree that Headway may retain copies of all registration information and the User Content and use such

information and the User Content as reasonably necessary for or incidental to its operation of the Services and as described in these Terms and the Privacy Policy.

5.3.1 You grant Headway the non-exclusive, worldwide, transferable, perpetual, irrevocable right to publish, distribute, publicly display and perform the User Content in connection with the Services.

5.4 **Your license to use Headway.** Subject to these Terms, Headway grants you a non-transferable, non-exclusive license (without the right to sublicense) to (i) use the Services solely for your personal, non-commercial purposes; (ii) install and use the App solely on your own handheld mobile device and solely for your personal, non-commercial purposes.

6. Third Party Ads, Other Users

In short: ***Sometimes Headway may link to other apps, websites, or ads. We do not control them, and we are not responsible for what they show or do. If you choose to visit or buy something from them, that is between you and that company.***

Headway users are responsible for what they post or share. Please stay respectful and safe when interacting with others online.

6.1 **App Store rules.** If you download Headway from an App Store (like Apple App Store or Google Play), you agree to follow that store's agreements, terms of use, and other policies. Your license to use Headway depends on you following those App Store terms. You acknowledge that the App Stores (and their subsidiaries) are third-party beneficiaries of these Terms and will have the right to enforce these Terms.

6.2 **Third-party websites, ads, or links.** The Services may contain links to third-party websites or resources and advertisements for third parties (collectively, "Third-Party Ads"). Such Third-Party Ads are not under the control of Headway and we are not responsible for any Third-Party Ads. Headway provides these Third-Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Ads. Advertisements and other information provided by Third-Party Ads may not be wholly accurate. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. When you link to a third-party website, the applicable service provider's terms and policies, including privacy and data gathering practices govern. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. Your transactions and other dealings with Third-Party Ads, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

6.3 **Other users and their content.** Each user of the Services is solely responsible for any and all his or her User Content. Because we do not control the User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Services users are solely between you and such user. You agree that Headway will not be responsible for any loss or damage incurred as a result of

any such interactions. If there is a dispute between you and any Services user, we are under no obligation to become involved.

6.4 Release of responsibility. You hereby release us, our officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of any App Store, any other Services users, or any Third-Party Ads.

7. Disclaimer of Warranties

In short: ***We do our best to make Headway great, but we cannot promise it will always work perfectly. Sometimes the app might be slow, have errors, or go offline. You use Headway at your own risk, and we cannot guarantee that everything in it will always be accurate or meet your expectations.***

THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Services. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK.

8. Limitation of Liability

In short: ***To the fullest extent allowed by law, Headway and its team are not responsible for any indirect, accidental, or unexpected damages that might happen if you cannot use the App or if something goes wrong. If we are ever found responsible, the most we will pay is the amount you paid us, or \$100 if you did not make any payments to us.***

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER HEADWAY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HEADWAY OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL HEADWAY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO HEADWAY FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO HEADWAY AS APPLICABLE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HEADWAY AND YOU.

9. Indemnification

In short: ***If your actions harm Headway (for example, if you breach these Terms or someone files a claim due to how you use the App), you agree to cover our costs and protect us from loss.***

You hereby agree to indemnify and hold Headway, any of its officers, directors, employees and agents and its affiliated and related entities, harmless from and against any claims, disputes, costs, losses, liabilities, damages, expenses and judgments of any and every kind, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, (b) your User Content, or (c) your violation of these Terms.

10. Privacy and Data

In short: ***We care about your privacy. When you use Headway, we collect and process some of your personal information to provide and improve the Services. Our Privacy Policy explains exactly what data we collect, how we use it, and how we keep it safe. Revolut also handles your data under its own privacy rules.***

When you use Headway, we collect and process certain personal information to provide, maintain, and improve our Services. We handle your information responsibly and in line with our Privacy Policy, which explains:

- what information we collect,
- how we use it, and
- how we keep it secure.

Revolut may also process your personal data according to its own Privacy Policy. We encourage you to read both policies carefully or ask a parent or guardian to review them with you, so you understand how your data is used and protected.

11. International Use

In short: ***Headway is used around the world, but it might not be available everywhere. If you use Headway from another country, make sure it is legal to do so where you live. You are responsible for following your local laws.***

Headway makes no representation that the Services are accessible, appropriate or legally available for use in your jurisdiction, and accessing and using the Services is prohibited from territories where doing so would be illegal. You access the Services at your own initiative and are responsible for compliance with local laws.

12. Mandatory Binding Arbitration and Class Action Waiver

In short: ***If you and Headway have a disagreement, you agree to resolve it individually through arbitration, not in court or as part of a class-action lawsuit. There are some exceptions for protecting intellectual property or other court-allowed claims.***

12.1 Mandatory Arbitration of Disputes. You and Headway agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “Disputes”) will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Headway agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Headway are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

12.2 Exceptions. As limited exceptions to Section 13: (i) we both may seek to resolve a Dispute in local court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

13.3 Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778- 7879. A party that wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

12.4 Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail

in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

12.5 Injunctive and Declaratory Relief. Except as provided in Section 12.1 above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

12.6 Class Action Waiver. YOU AND HEADWAY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims and may not otherwise preside over any form of representative or class proceeding. If this specific provision is found to be unenforceable, then the entire Section 12 shall be null and void.

13. Governing Law and Venue

In short: ***These Terms are governed by the laws of Cyprus. If a dispute cannot be resolved through arbitration, it will be handled in Cypriot courts. If you live in the EU, your local consumer protection law still applies. If you have a complaint, you can contact us at support@get-headway.com.***

13.1 These Terms shall be governed in accordance with the laws of the Republic of Cyprus (excluding its body of law governing conflicts of law).

13.2 To the extent that any action relating to any dispute hereunder is for whatever reason not submitted to arbitration, each of the parties submits to the exclusive jurisdiction of the courts of the Republic of Cyprus to settle any disputes which may arise out of or in connection with these Terms and that accordingly proceedings must be brought in such courts. The parties irrevocably waive any defenses of improper venue or forum non convenience.

13.3 If you are a resident of the EU: Nothing in these Terms shall deprive you of the protection afforded to consumers by the mandatory rules of law of the country in which you live.

If you have a complaint, please contact us at support@get-headway.com.

You may bring any dispute which may arise under these Terms to the competent court of your country of habitual residence if this country of habitual residence is an EU Member State, which courts are – with the exclusion of any other court – competent to settle any such dispute. Headway

shall bring any dispute which may arise under these Terms to the competent court of your country of habitual residence. You agree that the Services, Terms, and any dispute between you and Headway shall be governed in all respects by the laws of the Republic of Cyprus, without regard to choice of law provisions.

Miscellaneous

In short: *These are just the final technical and legal rules. They cover things like: if one rule is invalid, the rest of the Terms still count; we can transfer this agreement to another company; some problems may be beyond our control, and we are not responsible for those.*

When you interact with Headway electronically (through the app, email, or website), you are communicating electronically. We can send notices, agreements, or policies electronically, and they will have the same legal effect as if they were in writing. Clicking buttons like "SUBMIT," "REGISTER," or "I AGREE" is a legally binding electronic signature.

14.1 No waiver. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to these Terms will impair any such right or be construed to be a waiver thereof, and a waiver by Headway of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained.

14.2 Severability. Subject to Section 12, if any provision of these Terms is found to be invalid or unenforceable, then these Terms will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law.

14.3 Entire agreement. Except as otherwise expressly provided herein, these Terms set forth the entire agreement between you and Headway regarding its subject matter, and supersede all prior promises, agreements or representations, whether written or oral, regarding such subject matter.

14.4 Assignment. We may transfer or assign any and all of our rights and obligations under these Terms to any other person, in any way, including by novation, and by accepting these Terms, you give us consent to any such assignment and transfer. You confirm that placing on the Services of a version of these Terms indicating another person as a party to these Terms shall constitute valid notice to you of the transfer of Headway's rights and obligations under these Terms (unless otherwise is expressly indicated).

14.5 Electronic communications and signatures. All information communicated on the Services is considered an electronic communication. When you communicate with us through or on the Services or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You further acknowledge and agree that by clicking on a button labeled "SUBMIT", "CONTINUE",

"REGISTER", "I AGREE" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE.

14.6 **Force majeure.** In no event shall Headway be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside Headway's reasonable control.

15. Contact

If you want to send any notice under these Terms or have any questions regarding the Services, you may contact us at: support@get-headway.com.

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

Last Updated: November 28, 2025