

Terms of Service

Kognuit | Contact: support@kognuit.com

These Terms of Service govern your access to and use of Kognuit, including the Kognuit website, web application, audio recordings, optional supporting text, user accounts, purchases and related services.

1. About these Terms

Kognuit is a brand operated by Inicijalna Vizija d.o.o. za multimedijalne djelatnosti. In these Terms, "Kognuit," "we," "us" and "our" refer to Inicijalna Vizija d.o.o. "You" and "your" refer to the person accessing or purchasing Kognuit. By creating an account, purchasing a product or using Kognuit, you agree to these Terms. If you do not agree to them, you must not use the Service. Our Privacy Policy explains how we collect and process personal data. By using Kognuit, you acknowledge that you have read the Privacy Policy.

2. Eligibility

You must be at least 18 years old and legally capable of entering into a binding contract to purchase Kognuit. A parent or legal guardian may purchase Kognuit for use by a minor. In that case, the parent or guardian is responsible for the account, the purchase and the minor's use of Kognuit. You may not use Kognuit where doing so would violate applicable law.

3. The Kognuit Service

Kognuit is an audio-first language-learning product designed to help users become familiar with a language through listening, meaning, repetition, variation and progressively more natural content. The current Kognuit Spanish Complete product includes a structured Spanish listening program from A1 through C2, currently comprising 660 audio recordings. Optional text may be available as a support feature, but the principal product is the audio experience. The exact product description, included content, price, currency and access terms displayed on the purchase page and at checkout form part of your contract with us. Kognuit does not require tests, quizzes, written exercises or spoken responses unless an optional feature is expressly offered and selected by you. We may correct, replace, reorganise or improve recordings, transcripts, interfaces and supporting materials where this does not materially reduce the core value of the product you purchased.

4. CEFR Levels and Educational Outcomes

References to A1, A2, B1, B2, C1 and C2 describe the intended organisation, progression and difficulty of Kognuit content. They do not constitute an official language examination, professional qualification, certification or guarantee that a user will obtain a particular CEFR level. Language-learning results vary between individuals and depend on factors including listening frequency, prior knowledge, attention, consistency and opportunities to use the language. We do not guarantee fluency, examination results, employment outcomes or any specific level of comprehension.

5. Accounts

You may be required to create an account to access purchased content. You agree to:

- provide accurate and current account information;
- maintain access to the email address associated with your account;
- protect your password and login credentials;
- use your account only for your own personal use;

- notify us promptly if you suspect unauthorised access; and
- accept responsibility for activity conducted through your account where you failed to keep your credentials secure. You may not sell, transfer, sublicense or share your account with another person. We may ask you to verify your identity or account ownership where reasonably necessary to protect your account, process a refund or prevent fraud.

6. Purchases and Payment

The current Kognuit Spanish Complete offer is sold as a one-time purchase. It is not a recurring subscription. Future products or optional services may have different payment models, but no recurring charge will apply unless it is clearly disclosed and separately accepted before purchase. The final purchase page and Paddle Checkout display the product, principal features, transaction currency, one-time price, applicable taxes, delivery and access terms, and refund conditions before you pay. When Paddle is identified at checkout, Paddle acts as Merchant of Record and authorised payment reseller for the transaction under Paddle's Buyer Terms. Paddle processes the payment, calculates and remits applicable indirect taxes, issues the payment receipt or invoice, and provides payment-related support. The Paddle legal entity responsible for a transaction is the entity identified under the current Buyer Terms for the buyer's location; these Terms do not replace or alter those Buyer Terms. Inicijalna Vizija d.o.o. operates Kognuit and is responsible for delivering and supporting the Kognuit product. Kognuit does not receive or store your complete card number or card security code. We receive only the transaction information reasonably necessary to match the purchase to your account, provide access, maintain records, and handle refunds or disputes. An order creates Kognuit access only after Paddle confirms a completed transaction through Kognuit's verified payment notification and the corresponding entitlement is activated. A checkout success screen by itself does not grant access.

7. Discounts and Promotions

Discounts, promotional prices and coupons may be subject to additional conditions shown with the relevant offer. Unless otherwise stated:

- discounts apply only during the advertised promotional period;
- coupons have no cash value;
- discounts cannot be exchanged for cash;
- the price shown at final checkout is the amount you will be charged;
- a refund is based on the amount actually paid; and
- future discounts do not create a right to a partial refund of an earlier purchase.

We may refuse or cancel a promotion where it has been obtained through fraud, technical manipulation or a clear pricing error. We will not cancel a properly completed purchase merely because a promotion later changes or ends.

8. Digital Delivery and Immediate Access

Kognuit is a digital product. No physical product will be shipped. Access is activated only after Paddle confirms a completed transaction through Kognuit's verified payment notification and the purchase is matched to the authenticated Kognuit account. A payment screen or direct visit to a success page does not create access. By requesting immediate access, you ask us to begin supplying the digital content before the end of any statutory withdrawal period that may apply. Where required by law, checkout will separately request your express consent to immediate supply and your acknowledgement of the effect this may have on a statutory withdrawal right. The separate Kognuit 14-day money-back guarantee remains available under the Refund Policy regardless of that acknowledgement.

9. Personal Licence

When you purchase Kognuit, you receive a limited, personal, non-exclusive, non-transferable licence to access and use the purchased content for your own private language learning. You do not acquire ownership of the recordings, scripts,

transcripts, software, characters, teaching structure, designs, trademarks or other intellectual property. Unless a download feature is expressly provided, Kognuit recordings are licensed for streaming through your account and may not be downloaded, copied or extracted. You may access your account on a reasonable number of personal devices, provided the account is not shared with other people.

10. Lifetime Access

Where a Kognuit offer uses the expression "lifetime access," it means continuing access to the purchased version of the relevant product for as long as Kognuit continues to operate and make that product available. Lifetime access:

- is attached to your personal account;
- is not transferable;
- does not create a subscription or recurring payment;
- does not include future languages, separate products or paid features unless expressly stated;
- does not guarantee that every interface, hosting provider, technical format, voice or individual recording will remain unchanged forever; and
- may end if your purchase is refunded, your account is deleted at your request, or your access is terminated for a serious violation of these Terms. If we permanently discontinue a purchased product, we will use commercially reasonable efforts to provide advance notice and, where legally and technically feasible, an alternative method of access or a downloadable equivalent. Nothing in this section limits any mandatory consumer remedy available under applicable law.

11. Prohibited Conduct

You may not:

- share, sell, rent or transfer account access;
- copy, reproduce, publish, broadcast or redistribute Kognuit content;
- upload the recordings or transcripts to another platform;
- resell or commercially exploit any part of Kognuit;
- extract audio, transcripts or data through scraping or automated tools;
- bypass payment, authentication or access controls;
- reverse engineer or interfere with the Service;
- introduce malware, harmful code or excessive automated traffic;
- impersonate another person;
- use stolen payment information;
- attempt to gain unauthorised access to another account or administrative system; or
- use Kognuit in violation of applicable law.

12. Intellectual Property

Kognuit and its content, including audio recordings, scripts, transcripts, learning structures, characters, text, graphics, branding, software, interfaces and underlying methodology, are owned by or licensed to Inicijalna Vizija d.o.o. All rights not expressly granted under these Terms are reserved. "Kognuit" and associated names, logos and visual elements may be trademarks or protected commercial identifiers. You may not use them in a manner that suggests sponsorship, affiliation or endorsement without written permission.

13. Safe Use

Kognuit is designed for listening during suitable daily activities, but you remain responsible for using the Service safely. Do not interact with the application, read on-screen text or adjust your device while driving or performing any activity that requires your full attention. Follow applicable road, workplace and safety rules.

14. Refunds

Purchases made through the Kognuit checkout are covered by our unchanged 14-day money-back guarantee. Refund eligibility, the request procedure, processing times, and the effect of a refund on your account are described in the Refund Policy, which forms part of these Terms. Paddle processes approved payment refunds to the original payment method where possible. An approved full refund or chargeback revokes the corresponding paid Kognuit access. A later valid repurchase may create a new entitlement after its completed transaction is verified. The contractual guarantee does not limit any additional statutory rights you may have.

15. Availability, Maintenance and Updates

We aim to keep Kognuit reasonably available but do not guarantee completely uninterrupted access. Temporary interruptions may occur because of:

- maintenance;
- security updates;
- hosting or payment-provider incidents;
- internet or telecommunications failures;
- technical problems;
- legal requirements; or
- events outside our reasonable control.

We may issue fixes, security updates and compatibility updates. You are responsible for maintaining a reasonably current browser, operating system and internet connection. Where digital content does not conform to the contract, you may have mandatory legal rights to have the problem corrected, receive an appropriate price reduction or terminate the contract in circumstances provided by law.

16. Third-Party Services

Kognuit relies on third-party providers for payment, authentication, hosting, data storage, email delivery, and security. When Paddle is shown at checkout, its payment-reseller and Merchant-of-Record services are governed by Paddle's Buyer Terms and privacy notice. Inicijalna Vizija d.o.o. remains responsible for operating and delivering Kognuit. A provider may experience an outage or impose terms for its independent service, but this does not remove any responsibility that applicable law places directly on Kognuit or any mandatory right you have against the relevant seller or payment reseller.

17. Suspension and Termination

We may temporarily suspend access where reasonably necessary to:

- investigate suspected fraud;
- protect an account or the Service;
- address a security threat;
- prevent unlawful activity;

- enforce these Terms; or
- comply with a legal obligation.

We may terminate access for a serious or repeated breach, including unauthorised distribution, account resale, credential sharing, payment fraud or deliberate circumvention of access controls. Where practical, we will provide notice and an opportunity to resolve the problem before permanent termination, except where immediate action is required for security, fraud prevention or legal compliance. A suspension or termination does not affect mandatory consumer rights.

18. Disclaimer and Limitation of Liability

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded, including liability for fraud, wilful misconduct, gross negligence, death or personal injury caused by negligence, or mandatory consumer rights. To the fullest extent permitted by applicable law:

- Kognuit is provided for personal educational use;
- we do not guarantee uninterrupted operation or a specific learning result;
- we are not responsible for indirect, incidental or consequential loss that was not reasonably foreseeable when the contract was formed; and
- our total liability relating to a particular purchase will not exceed the amount you paid for that purchase.

The above limitations do not apply where mandatory law provides you with a greater remedy.

19. Governing Law and Consumer Protection

These Terms are governed by the laws of the Republic of Croatia. If you are a consumer residing in another country, this choice of law does not deprive you of mandatory consumer protections available under the laws of your habitual residence. Any dispute will be subject to the jurisdiction provided by applicable law. A consumer may bring a claim before any court that has mandatory jurisdiction over the consumer dispute.

20. Written Complaints

You may submit a written consumer complaint by emailing support@kognuit.com. Please include your name, account email, order number where available, and a description of the issue. We will confirm receipt of a written complaint without delay and provide a written response within 15 days of receiving it. We encourage you to contact us first so that we can attempt to resolve the matter directly. You may also have access to a competent consumer alternative-dispute-resolution body under applicable law.

21. Changes to these Terms

We may update these Terms to reflect legal, security, technical or product changes. Material changes will be communicated through the Service or by email where reasonably appropriate. Changes will apply prospectively from the stated effective date. A change will not retroactively convert a completed one-time purchase into a subscription or remove mandatory rights connected with an existing purchase.

22. Contact

Questions about these Terms may be sent to support@kognuit.com.