

Terms of Purchase Vyond

Last updated 6 October 2026

These terms of purchase apply to, and form a part of, all agreements on purchases by a customer (the “**Customer**”) from TicTac (as defined below) of subscriptions of Vyond licences from GoAnimate, Inc. or any of its affiliates (the “**Licence**”) (the “**Agreement**”).

Contracting TicTac entity

If the Customer has its registered place of business in Denmark, the contracting party will be TicTac Learn Denmark A/S, Reg. No. 27057640, having its registered office at Dampfærgevej 9, 2100 Copenhagen, Denmark (“**TicTac A/S**”).

If the Customer has its registered place of business in any other country than Denmark and Germany, the contracting party will be TicTac Learn AB, Reg. No. 556567-7266, having its registered office at Dockplatsen 1, 211 19 Malmö, Sweden (“**TicTac AB**”).

TicTac A/S and TicTac AB are hereinafter jointly referred to as “**TicTac**” and individually as a “**TicTac Entity**”.

General

TicTac acts as an authorized reseller of Vyond licences. TicTac is responsible for the commercial relationship with the Customer, namely provisioning the Licence, invoicing, renewals and first-line support. The Vyond platform is developed, hosted and operated by GoAnimate, Inc. (“**Vyond**”), not by TicTac.

First-line support means assistance with account administration, provisioning, billing and general questions about the Licence. Technical issues concerning the operation of the Vyond platform are handled by Vyond, and TicTac will refer or escalate such issues to Vyond.

By purchasing a Licence, the relevant TicTac Entity (as defined above) will arrange for the Customer to receive access to the Vyond platform (the “**Services**”) in accordance with these terms of purchase for an initial period of 12 months, unless another agreement period is agreed in writing between TicTac and the Customer.

Terms of service and platform terms

The Services are provided by Vyond. By using the Services, the Customer agrees to Vyond’s Terms of Service (the “**Vyond Terms**”), which include Vyond’s Data Processing Addendum and which govern platform availability, security, intellectual property, AI features, service levels and the processing of personal data within the platform. The Vyond Terms are available at <https://www.vyond.com/terms>. The relationship in respect of the Services is between the Customer and Vyond, and TicTac is not a party to the Vyond Terms.

Relationship of these terms to the Vyond Terms

These terms of purchase govern the commercial relationship between TicTac and the Customer, namely the purchase, provisioning, price, payment, term, renewal and first-line support of the Licence. The Vyond Terms govern the Customer's access to and use of the Vyond platform. The two sets of terms are intended to operate together and address different subject matter, and neither modifies the other. To the extent a matter concerns the platform itself, including availability, security, intellectual property, AI features and the processing of personal data within the platform, the Vyond Terms apply and TicTac is not responsible for Vyond's performance of those platform obligations, except to the extent a failure results from TicTac's breach of its own obligations under the Agreement. To the extent a matter concerns TicTac's own obligations under these terms of purchase, these terms apply.

Period of the agreement, renewal & cancellation

The Agreement has an initial binding period of 12 months from the date of activation, unless otherwise agreed in writing between TicTac and the Customer. The Agreement is automatically renewed for a period of 12 months at a time unless notice of cancellation or notice of reduction of the number of seats has been given in writing by the Customer at least 90 days before the expiration of the initial term or each such prolonged term. If the Customer gives notice of reduction of the number of seats at least 90 days before the expiration of an initial or prolonged term, the Agreement will be amended accordingly and renewed for such new number of seats.

Terms of payment (for non-German customers)

If the Customer has its registered place of business in any other country than Germany, payment for the initial binding period is made either by credit card or invoice in connection with the purchase of the Licence. If the Customer chooses payment by invoice, payment terms are 30 days from the date of the invoice.

Invoicing for any renewal term is done annually in advance.

TicTac may change the price of the Licences that you have selected. TicTac will notify the Customer of the renewal price before the renewal term begins, and the renewal price may also be stated in the renewal invoice. If TicTac notifies the Customer of a price increase for a renewal term later than the last date on which the Customer may give notice of cancellation for that term, the Customer may cancel the Agreement in respect of that renewal term within 14 days of that notice, notwithstanding the ordinary notice period.

In the event that the Customer should fail to make payment in full on the due date, the relevant TicTac Entity shall be entitled to claim interest on the sum overdue until the payment is made at the interest rate of 8 percentage points exceeding the current Swedish reference rate at the time of the payment due date.

Limitation of liability (for non-German customers)

If the Customer has its registered place of business in any other country than Germany, TicTac's maximum aggregate liability under the Agreement for any damage suffered by the Customer shall be limited to the purchase price paid by the Customer to TicTac for the Licence.

TicTac shall under no circumstances be liable to the Customer for any loss of profit or production, loss of use, loss of data, loss of contracts or any other consequential, economic or indirect loss whatsoever arising out of or in connection with the Agreement.

Personal data

Personal data processed within the Vyond platform is processed by Vyond as processor on the Customer's behalf, under Vyond's Data Processing Addendum, which forms part of the Vyond Terms. TicTac does not process personal data held within the Vyond platform.

TicTac processes the Customer's contact, account and billing data as an independent controller, in order to administer the Agreement and the customer relationship and to comply with its legal obligations, in accordance with TicTac's privacy policy at <https://www.tictaclearn.net/privacy-policy>.

Where the Customer or its users contact TicTac for support and personal data is included in a support request, TicTac processes that personal data to provide support. To the extent TicTac acts as processor in that context, TicTac's Data Processing Agreement at <https://www.tictaclearn.net/tictac-learn-dpa> applies. To the extent TicTac determines the purposes and means of the processing, for example for its own security, record-keeping or the establishment or defence of legal claims, TicTac acts as controller under its privacy policy.

Each party will comply with applicable data protection law, including the GDPR where applicable.

Governing law and disputes

The Agreement shall be governed by the substantive laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the SCC Arbitration Institute.

The seat of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be English.