

Terms of Use Agreement

Last Updated: January 2024

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE PLATFORM OR OTHERWISE AGREEING TO THIS AGREEMENT, YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.

Hello, and welcome to the LearnLux Terms of Use Agreement. The LearnLux Inc. platform and services, Mobile App, and any applications, websites, software and other online or mobile services, software that link to the platform, services, and/or this Terms of Use Agreement (collectively, the “Platform”) are owned and operated by LearnLux Inc. (hereinafter referred to as “LearnLux Inc.,” “we,” “us,” or “our”). This Terms of Use Agreement constitutes the entire agreement between you (referred to herein as “you” or “your” or “user”) and LearnLux Inc. governing your use of the Platform, including any content, functionality, and services offered on or through the Platform, no matter whether you are simply passing by as a browsing guest, or as a registered user (hereafter “Agreement”). By using our Platform, you agree that such use is legally sufficient consideration under this Agreement, our [Privacy Policy](#), and any additional terms applicable to services in which you may elect to participate. If you are not able to meet the following requirements, then you must discontinue use of the Platform immediately.

Below is a summary of this Agreement, followed by the full, legally-binding Agreement. This summary is for your convenience only and points out certain important user rights and responsibilities. Since you are bound by the Agreement whenever you use the Platform, please read the Agreement in its entirety for a complete understanding of the terms you are agreeing to. If there is a conflict between the terms of this “Quick Summary” section and the Agreement, the terms of the Agreement control. If you do not agree to the terms of this Agreement, you may not use the Platform or any other services provided by LearnLux Inc.

YOUR CONTINUED USE OF THIS PLATFORM IS SUBJECT TO YOUR CONTINUED COMPLIANCE WITH THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE THIS PLATFORM.

THE PLATFORM AND THIS AGREEMENT MAY ONLY BE ACCESSED IF YOU HAVE BEEN AUTHORIZED BY US. ANY INDIVIDUAL OR ENTITY WHO DOES NOT HAVE EXPRESS CONSENT TO ACCESS THE PLATFORM AND THIS AGREEMENT IS PROHIBITED FROM USING THE PLATFORM AND AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

Quick Summary

- The Platform can only be accessed by people who are 18 years of age or older and who have been authorized to use the Platform by us or your employer.
- You are responsible for the confidentiality of all of the information that you provide through your Account, including your username and password, and for all of the activities that take place as a result of your use of your Account.
- We have a zero-tolerance policy for users who post threatening content, content that violates any intellectual property rights, or use our Platform to harm or otherwise harass any person. We will delete any such content and reserve the right to remove any user who violates this policy.

- We may communicate with you from time to time, usually through emails or push notifications. You may opt out of receiving marketing messages from us at any time.
- We may change the terms of the Agreement from time to time, and those changes are up to us – but we will use reasonable efforts to notify you of important changes, and you always have the right to decide whether or not you want to continue using the Platform. If you do continue us, you agree to our new terms. And now, on with the show!

1. **Right to Use**

While using the Platform, you are required to comply with all applicable statutes, orders, regulations, rules and other laws. You may not use the Platform for any fraudulent or unlawful purpose, and you may not take any action to interfere with the Platform or any other party's use of the Platform. Your use of the Platform is subject to the limitations, conditions, and restrictions established by us from time to time, in our sole discretion. At a baseline level, you agree that you:

- Are at least 18 years of age or older;
- Are not a competitor of us, or seeking to access the Platform in an attempt to build a competitive product or service;
- Will comply with this Agreement;
- Will provide accurate information when using our Platform;
- Will not use the Platform to collect or attempt to collect any personally identifying information, including account names or numbers, email addresses or other such information, without permission, for commercial purposes or otherwise;
- Are solely responsible for any information you provide, including but not limited to, your name, email address, banking information, credit card information, and other such content;
- Represent that you are the owner of all of the information you provide and/or will submit accurate information to the best of your knowledge, and you have the necessary permissions and/or consents to use and authorize LearnLux Inc. to display any and all User Content submitted by you to the Platform;
- Will not submit User Content that is copyrighted by third parties or subject to third party proprietary rights, unless you are the owner of such rights or have the proper permissions to use such content;
- Hereby affirm that LearnLux Inc. has the right to determine whether any of your content submissions are appropriate and comply with this Agreement, and to remove any and/or all of your submissions without prior notice.

We may alter, suspend, or discontinue any aspect of the Platform at any time, including the availability of any feature, database, or content. We may also impose limits on certain features and aspects of the Platform or restrict your access to parts or all of the Platform without notice or liability. In addition, we expect users of the Platform to respect the rights and dignity of others. For example, you may not do any of the following without our consent:

- Post, upload, share, transmit, distribute, facilitate distribution of or otherwise make available to or through the Platform any content that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary

rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising;

- Post to or transmit through the Platform any sensitive personally identifiable information about yourself or third parties, such as social security, credit card or bank account numbers, health or medical information, or other information concerning personal matters, unless specifically requested by us;
- Reproduce, duplicate, copy, publicly display, frame, mirror, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Platform;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Platform, or express or imply that we endorse any statement you make;
- Violate, or attempt to violate, the security of the Platform;
- Disseminate on the Platform any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
- Reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Platform;
- Build a competitive product or service using the Platform, build a product or service using similar ideas, features, functions, or graphics as the Platform or determine whether the Platform is within the scope of any patent;
- Interfere in any manner with the operation or hosting of the Platform or monitor the availability, performance, or functionality of the Platform;
- Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Platform or to collect any information from the Platform or any other user of the Platform; or
- Assist or permit any persons in violating this Agreement or other applicable laws or rules governing the use of the Platform.

Linking: You are granted a limited, non-exclusive right to create text hyperlinks to the Platform for informational purposes, provided such links do not portray us in a false, misleading, derogatory or otherwise defamatory manner and provided that the linking website does not contain any material that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising. Additionally, notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Platform's root directory, we grant to the operators of public search engines permission to use spiders to copy Content from the Platform for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such Content (defined below), but not caches or archives of such Content. We may revoke these permissions at any time.

2. Availability of Platform; Beta Services

LearnLux Inc. has no control over the Internet and its connectivity, and that sometimes means that interruptions may occur. While LearnLux Inc. takes every reasonable action to make sure that the Platform remains fully functional and up to date, there may come a time where the Platform is unavailable, for any reason or no reason, including for routine maintenance. Due to circumstances either

in our control or not in our control, access to the Platform may be interrupted, suspended, or terminated. LearnLux Inc. retains the right, in its sole discretion, to deny access to part or all of the Platform to anyone, at any time and for any reason.

Beta Services: We may offer you access to beta services that are being provided prior to general release (“Beta Services”). You understand and agree that the Beta Services may contain bugs, errors and other defects, and use of the Beta Services is at your sole risk. You acknowledge that your use of Beta Services is on a voluntary and optional basis, and we have no obligation to provide technical support and may discontinue provision of Beta Services at any time in our sole discretion and without prior notice to you. These Beta Services are offered “AS IS”, and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise. If you are using Beta Services, you agree to receive related correspondence and updates from us and acknowledge that opting out may result in cancellation of your access to the Beta Services. If you provide feedback about the Beta Services, you agree that we own any feedback that you share with us.

3. Personal Accounts

Our Platform allows you to register for accounts specific to you in order to unlock certain features (“Account”). In general, you are not obligated to register for an Account in order to access the Platform. However, certain sections and features of the Platform are available only to users who have registered for an Account. Upon creation of an Account, you are expressly agreeing to receive information from us and from the LearnLux Inc. community as explained in the “Third-Party Sites and Links” section below. We may reject, and you may not use, a user ID (or e-mail address) for any reason in our sole discretion. For example, we may reject a user ID (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; or that is offensive. You may only have one active Account at any given time and you may not allow other people to use your Account to access the Platform.

Upon creation of an Account with us, you are expressly agreeing: (a) to the terms of this Agreement, and (b) that LearnLux Inc. may use and maintain your personal information in accordance with our Privacy Policy. By creating an Account, you are opting to receive information from us related to your Account. You may change your notification preferences at any time. We may attempt to verify your identity through certain secured means. If we cannot verify your identity, we may suspend or cancel your access to our Platform. You are solely responsible for all uses of your Account and for maintaining the confidentiality of your passwords, user names, and you should not disclose them to any other person or entity. In addition, you agree to sign out from your Account at the end of each session if you are using a device that is shared with other people.

By creating an Account on LearnLux Inc., you warrant and agree that you: (a) possess the authority to create a binding legal obligation, on behalf of yourself personally, and are not impaired in this ability; (b) that all the information you provide to LearnLux Inc. for your Account is only about yourself and that all of such information is accurate, true, current, and complete; (c) your use of the Platform will always comply with the terms of this Agreement; (d) you will not share your Account details with anyone; and (e) you will remain responsible for all uses of your Account, safeguard your password, and supervise the use of your Account.

You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. If you would like to report any such access or cancel your account, you may do so by sending an email to at support@learnlux.com. We reserve the right to take any and all actions we deem necessary or reasonable to maintain the security of our Platform and your Account, including without limitation, terminating your Account, changing your password or requesting information to authorize transactions on your Account. **WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS**

SECTION.

4. Children

Our Platform is not designed to appeal to minors, and we do not knowingly attempt to solicit or receive any information from children under eighteen (18) years of age. **YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE TO ACCESS AND USE THE PLATFORM.** If you are under the age of majority in your home state, which is eighteen (18) years in most states, you may not establish an Account with us, and you should use our Platform only with the supervision of a parent or guardian who agrees to be bound by this Agreement. Additionally, certain sections of our Platform, as well as promotions, programs, and commerce we may offer on the Platform, may be explicitly limited to people over the age of majority. If you are not old enough to access our Platform or certain sections or features of our Platform, you should not attempt to do so.

Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at [OnGuard Online](#). Please note that we do not endorse any of the products or services listed at such sites.

5. Downloads

The Platform may allow you to download certain Content and other information or materials. We make no representation that such download will be error or malware free or fit for a particular purpose. Certain downloads may be subject to a separate agreement either with us or a third party, for example an agreement with a mobile application store.

6. Third-Party Sites and Links

Upon creation of an Account, you are expressly agreeing to receive information from us and from the LearnLux Inc. community, which may include links to our trusted partners, third parties that help our Platform run smoothly, and other websites, social media pages, mobile applications or other services operated by other entities. LearnLux Inc. does not have any control over the other websites that we may link to, their security, or that of other networks you use to access the Platform. If you decide to visit any external link, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. We do not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that we are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links; or that any linked website is authorized to use any of our trademarks, logos or copyright symbols.

Any information, statements, opinions or other information provided by third parties and made available on the Platform are those of the respective author(s) and not us. We do not guarantee the validity, accuracy, completeness or reliability of any opinion, advice, service, offer, statement or other third party content on the Platform. LearnLux Inc. is not, and cannot, be responsible for the content, privacy policies, or practices of such websites or the companies that own them. Additionally, for your ease of use, you may be able to pull in information from other service providers or web sites or to sync your Account with other services that you use; we are not responsible for the content of such information or practices of the other services or companies that provide them. We may not be able to foresee or control any problems in the service provided by those third party service providers, and we cannot and do not assume any liability

or responsibility for the timeliness, accuracy, or any failure to store or secure any user data or communications or personalized settings that you may have with those service providers. Any account information shown through LearnLux Inc. is as up-to-date as we are provided, and may not reflect your most recent transactions, even if they are available to you directly from those third-party service providers. By using the Platform, you expressly relieve us from any and all liability arising from your use of or communication with any third party that you may encounter as a result of the Platform.

We may maintain a presence on and link to social media websites, including Facebook, LinkedIn, Google Plus, Twitter, YouTube, Vine, TikTok, Pinterest and Instagram, and others (collectively, “Social Media Pages”), to provide a place for people to learn more about us and our products and services and to share experiences with our products. When you visit these Social Media Pages, you are no longer on our Platform, but rather a website operated by a third party. All comments, visuals and other materials posted by visitors to our Social Media Pages do not necessarily reflect our opinions, values or ideas. All visitors to our Social Media Pages must comply with the respective social media platform’s terms of use. LearnLux Inc. may, from time to time, voice an opinion or make recommendations of third party products to its user community. The companies that own and operate any recommended products are the issuers of such products and are fully responsible for their functionality. LearnLux Inc. does not make any guarantee or warranty over those products. If you have any problems or issues arising from those products, please contact the responsible third-party company directly. You are subject to those third parties’ terms and conditions and privacy policies.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SERVICES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD PARTIES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

7. Mobile Applications

Our Platform may be mobile or other applications that you can download to your phone, tablet, or other device (“Mobile App”) via a third-party service such as an application store. Your use of the third-party service may be subject to additional terms related to that service from the service provider (“App Store Provider”). **WE ARE NOT LIABLE IN ANY WAY FOR, AND MAKE NO REPRESENTATIONS OR WARRANTIES RELATING TO, ANY SUCH THIRD PARTY SERVICE OR ANY CLAIM OR DAMAGE RESULTING FROM YOUR USE OF SUCH THIRD PARTY SERVICE.**

You acknowledge that this Agreement and your use of a Mobile App is between you and us only, and not with any App Store Provider or its affiliates or subsidiaries. As between us and an App Store Provider, we are solely responsible for the Mobile App and its Content. If anything in this Agreement conflicts with any usage rules for the Mobile App from an App Store Provider, such terms from the App Store Provider control (only so far as those terms conflict with this Agreement, and then exclusively for your use of the Mobile App). All rights you have to use the Mobile App are for use only on appropriate products (which may require branding from the App Store Provider or other entities) and are non-transferable, except that the Mobile App may be accessed and used by other accounts associated with the you via features like Apple’s Family Sharing (or similar features from other App Store Providers) or volume purchasing. We are solely responsible for providing any maintenance and support services for the Mobile App, as specified in this Agreement or as required under applicable law. No App Store Provider has any obligation whatsoever to furnish any maintenance and support services for the Mobile App, nor any warranties for the same.

WE DISCLAIM ALL WARRANTIES RELATED TO ANY MOBILE APP. However, in the event that the Mobile App fails to conform to any applicable warranty that we cannot disclaim according to applicable law, you may have the right to notify the App Store Provider, and the App Store Provider may

refund the purchase price for the Mobile App. To the maximum extent permitted by applicable law, No app store provider will have any other warranty obligation whatsoever with respect to the mobile app, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty is our responsibility.

We, not the App Store Provider, are responsible for addressing any claims relating to the Mobile App, including, but not limited to: (a) product liability claims; (b) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; (c) claims arising under consumer protection, privacy, or similar legislation; and (d) claims that the Mobile App infringes a third party's intellectual property rights as well as the investigation, defense, settlement and discharge of any such intellectual property infringement claim. By using the Mobile App, you represent and warrant that (i) 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; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that the App Store Provider, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement and your use of the Mobile App, the App Store Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

8. Electronic Communications

The communications between you and LearnLux Inc. use electronic means, whether you use the Platform, send us messages or emails; or whether LearnLux Inc. posts notices on the Platform, communicates with you via the Platform, or sends you emails. You hereby consent to receive communications from LearnLux Inc. in an electronic form, and agree that all terms, conditions, agreements, notices, disclosures, and other communications that LearnLux Inc. provides to you electronically satisfy any legal requirement that such communications would satisfy as if it were in hard copy. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by submitting User Content, creating an Account, or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our Privacy Policy. The foregoing does not affect your non-waivable rights.

9. Intellectual Property

Content Submitted by You

You are responsible for any information, images, personal information, credit card information, text, reviews, posts, videos or other materials or content that you post on the Platform, upload to us, or transmit through the Platform ("User Content"). You agree, represent and warrant that any User Content you post on the Platform or transmit through the Platform is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such User Content. You shall not upload, post or otherwise make available on or through the Platform any User Content protected by copyright, trademark or other proprietary right of any third party without the express written permission of the owner of such right(s). You shall be solely liable for any damages resulting from any infringement of copyright, trademark, proprietary rights, or any other harm resulting from such User Content.

PLEASE DO NOT POST OR SEND US ANY USER CONTENT, IDEAS, SUGGESTIONS, OR OTHER USER CONTENT THAT YOU WISH TO KEEP PRIVATE OR PROPRIETARY OR FOR WHICH YOU EXPECT TO RECEIVE COMPENSATION. By sending any ideas, concepts, know-how, proposals, techniques, suggestions or other User Content to us, you agree that: (i) we are free to use such User Content for any purpose; (ii) such User Content will be deemed not to be confidential or proprietary,

unless otherwise expressly stated by us; (iii) we may have something similar already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances unless otherwise expressly agreed in writing by us. Be aware that we have no obligation to keep User Content confidential unless explicitly stated.

User Content License: By submitting User Content to us directly or indirectly (including through any use of third party social media platforms directed at us), you grant to us (or warrant that the owner of such information and material has expressly granted to us) a non-exclusive, transferable, royalty-free, perpetual, sublicensable, irrevocable, and unrestricted right and license: (a) to use, reproduce, display, modify, adapt, publish, perform, translate, transmit and distribute or otherwise make available to others such User Content (in whole or in part and for any purpose) worldwide; (b) to incorporate such User Content in other works in any form, media, product, service or technology now known or hereafter developed for any purpose, including sale, manufacture, or advertising (and to exercise all intellectual property rights associated with such products or other works); and (c) to use your name, screen name, location, photograph, avatar, image, voice, likeness and biographical information provided in connection with the User Content in any and all media and for advertising or promotional purposes. You also hereby grant each user of the Platform a non-exclusive license to access your User Content through the Platform, and to tag, rate, review, comment on, use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Platform and under this Agreement. Additionally, you irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of your User Content that you may have under any applicable law or legal theory. Notwithstanding the foregoing, please note that any personally identifiable information and payment information you submit to us through our Platform, “contact us” forms, product order pages, job application portals or other forms that are intended to be confidential will be handled in accordance with our Privacy Policy and will not be publicly disclosed, except as described in our Privacy Policy or otherwise approved by you. This license ends when you delete your User Content. To delete any of your content, [contact us](#) using the information below.

Our Intellectual Property Rights

All names, logos, text, designs, graphics, trade dress, characters, interfaces, code, software, images, sounds, videos, photographs and other content appearing in or on the Platform (the “Content”) are protected intellectual property of, or used with permission or under license by, our Company. You acknowledge that LearnLux Inc. owns all rights, title, and interest (including patent rights, copyrights, trade secret rights, trademark rights, sui generis database rights, and all other intellectual property rights of any sort throughout the world) in its Platform and Content, in any and all versions, whether or not patentable, and any works of authorship, mask works, designations, designs, know-how, ideas, and information made or conceived, in whole or in part, through compilations of data created through the use of the Platform by each Account. Such ownership shall include rights in any advertising materials, websites, and their reproductions, further versions, revisions, and/or derivative works of the Platform and Content. Any goodwill existing or springing from this Agreement, except for the intellectual property of your content or from other sites or companies that we do not own or operate, shall inure to the benefit of LearnLux Inc. and/or its assignees only. Other product and company names that are mentioned on or provided as part of the Platform may be trademarks or copyrights of their respective owners and LearnLux Inc. does not claim to own any of such intellectual property. Except as may be expressly granted herein, LearnLux Inc. grants you no right, license, title, or interest in or to any of the Platform and Content.

Subject to your compliance with this Agreement, and so long as LearnLux Inc. has authorized you to use the Platform, we grant you a limited license to access and use the Platform and its Content for personal and informational purposes. You and any other user who accesses the Platform shall not copy without authorization, translate, reverse engineer, decompile, disassemble, reproduce, republish, perform, display, download, post, transmit, or distribute, or make derivative works from the Platform and Content in any way without written permission of the rights owner, except that you may download or print one copy of

specific Content or software made available for your downloading or printing for your personal, non-commercial home use, subject to your compliance with this Agreement and retain the same solely for as long as you continue to be permitted to access the Platform. To use Content under such an exception, you must (1) keep any copyright, trademark, or other proprietary notices intact; (2) use such Content pursuant to any licenses associated with such Content; (3) not copy or post such Content on any networked computer or broadcast it in any media; (4) make no modifications to any such Content; and (5) make no additional representations or warranties relating to such Content. Except as otherwise expressly authorized herein or in writing by us, you agree not to reproduce, modify, rent, lease, perform, display, transmit, loan, sell, distribute, or create derivative works based (in whole or in part) on all or any part of the Platform or the Content. LearnLux Inc. reserves all rights not specifically granted herein.

10. Interactive Features and Forums

We may host message boards, user-generated content, promotions, reviews, and other interactive features or services through which users can post or upload User Content or otherwise interact with the Platform or something on them (each, a “Forum”). We do not endorse User Content posted in Forums, cannot guarantee the accuracy or authenticity of such User Content, and are acting only as a passive conduit for such User Content. User Content may include suggestions for uses of our products that have not been evaluated or approved by us; we do not recommend such uses. You should never use our products or services in any manner other than as is described on its packaging. WE RESERVE THE RIGHT TO REMOVE ANY FORUM CONTENT, OF ANY VARIETY, AT ANY TIME FOR ANY REASON.

Forums are Public: You acknowledge and agree that Forums are public spaces and that your participation in such Forums creates no expectation of privacy. Further, you acknowledge that any User Content you communicate in Forums may be seen and used by others. You understand that our staff, outside contributors, or other users connected with us may participate in Forums or other aspects of the Platform and may employ anonymous user names when doing so. Any user failing to comply with this Agreement may be expelled from and refused continued access to Forums in the future. However, we are not responsible for User Content that you or others choose to communicate in Forums, or for your actions or the actions of other users. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONAL INFORMATION OR OTHER USER CONTENT PUBLICLY AVAILABLE IN A FORUM OR OTHERWISE ON OR THROUGH THE PLATFORM, YOU DO SO AT YOUR OWN RISK.

Our Rights: You acknowledge and agree that we reserve the right (but have no obligation) to do one or all of the following, at our sole discretion: (a) evaluate User Content before allowing it to be posted on the Platform or any Forum; (b) monitor User Content and Forums; (c) alter, remove, reject, or refuse to post or allow to be posted, without notice to you, any User Content, for any reason or for no reason whatsoever; provided, however, that we shall have no obligation or liability to you for failure to do so or for doing so in any particular manner; and/or (d) disclose any User Content, and the circumstances surrounding its transmission, to any third party in order to operate the Platform, to protect us, our Platform visitors or others, to comply with legal obligations or governmental requests, to enforce this Agreement, or for any other reason or purpose we deem appropriate. If you see User Content on the Platform that you believe violates this Agreement, please [contact us](#).

Sharing Platform Content: The Platform may also allow you to make recommendations or send Content to others, for example through an “email this” feature that will send content to the email address you provide. Only provide contact information for individuals who have told you they want to receive the Content. By providing someone’s contact information, you represent and warrant that they have confirmed to you that they want to receive the Content.

Interactive Chat and Chatbots

The Platform may have chat, live support, instant messaging, or similar functionality to serve you better

("Chats"). Chats may allow you to speak to a human representative, a Chatbot (as defined below), or some combination of the two. You should review our Privacy Policy to learn how we treat information that could identify you gathered via a Chat. If you are signed into an Account while using a Chat, the Chat may link the Account information with you or the Chat interaction. You may not impersonate or attempt to gain information regarding another individual via a Chat. Information provided via a Chat may be inaccurate, and Chats may not always be available or error-free. Chats may be provided by third parties, and you may be entering into a contractual agreement with those third parties when you use the Chat. You should refer to the applicable Chat and its hyperlinks to learn more.

Chats may use interactive, automated computer programs and similar technologies to provide customer service via the Chat ("Chatbots"). Chatbots often work by using "natural language processing" technology to understand your questions and inputs and respond to them with relevant information or follow-up inquiries. Our Chatbots typically identify that you are interacting with a computer program and not a human, sometimes by a "Powered by..." or a similar legend in the Chat or by setting up the Chat in such a way that its apparent that a Chatbot is used. Chatbots use technology to respond to your inputs without human intervention. Although Chatbots are automated, your inputs and responses may be viewed and accessed by our real people, possibly in real time. Be aware that some Chatbots may connect you to one of our human representatives. The Platform may provide features that enable you to get support for certain products including a chat feature, a support email address, or a telephone hotline. Information collected via these support methods is subject to our Privacy Policy. Be aware that communications may be monitored for quality assurance and other purposes. All information you provide to us for purposes of support is considered User Content.

Text Message Marketing

BY PARTICIPATING IN A TEXT MESSAGE CAMPAIGN YOU ARE AGREEING TO THE DISPUTES, ARBITRATION, AND CLASS ACTION WAIVER OF THIS AGREEMENT AS WELL AS THE REST OF THE TERMS HEREIN, INCLUDING THE LIMITATION OF LIABILITY.

Opting In: You may be able to sign up to a text message marketing campaign from the Platform or through another method provided by us. Text messaging may include one-time or recurring texts related to the following programs ("SMS Programs"):

- Marketing, Offers and Discount Programs
- Informational Services or Alerts
- On-Demand Text Message Reply Services

To opt into an SMS Program, please follow the instructions provided by the specific SMS Program you wish to enroll in. Consent to receive SMS messages is not required as a condition to purchase products or services.

Opting Out and Seeking Assistance: You may opt out of these communications at any time by texting "STOP" in response to the text message you received. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from that particular short code. If you want to join again, sign up as you did the first time and we will start sending SMS messages to you again.

If at any time you forget what keywords are supported, just text "HELP" to the text message you received. After you send the SMS message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

Cost and Frequency of Messages: Message and data rates may apply. If you have any questions about your text or data plan, it is best to contact your wireless provider.

Unless otherwise noted, we may send multiple, recurring messages depending on the SMS Program

you've enrolled in and/or terminate the SMS Program or your participation in it at any time with or without notice.

Supported Carriers: Participating carriers where we are able to deliver messages include US-based major mobile carriers. Mobile carriers are not liable for delayed or undelivered messages to the customer. If your mobile carrier is not participating, you will not receive a reply to your messages. Some mobile carriers may not support some of the services at the prices offered. Pre-paid users may not be able to participate and need to check with mobile carrier.

You must notify us if you give up a telephone number that is subscribed to a text message marketing program or if the number is otherwise reassigned. To do so, or find out more information on our text message marketing programs, contact us. Our Privacy Policy applies to text message marketing programs.

11. Copyright Notices

We respect the intellectual property of others, and we hope you do, too. If you are a copyright owner or an owner's agent and find any content that infringes upon your copyright, you may submit a notification under the guidelines of the Digital Millennium Copyright Act. Upon receipt of the notification, we will take down the allegedly infringing material immediately until we are instructed otherwise. For a complete notification, please provide our Copyright Agent at the contact method below with the following information in writing:

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (4) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;
- (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed (see 17 U.S.C 512(c)(3) for further detail).

Our designated Copyright Agent to receive notifications of claimed infringement can be reached at copyright@learnlux.com. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

12. Modification and Termination

LearnLux Inc. may revise this Agreement from time to time and in our sole discretion, without prior notice to you. Please check the "Last Updated" legend at the top of this page to see when this Agreement was last revised. All changes are effective immediately when we publish them to this page, unless otherwise noted, and apply to all access and use of the Platform thereafter. Your continued use of the Platform following the posting of revised Agreement means that you accept and agree to the changes. You should revisit this page from time to time so that you are aware of any changes, as they are binding on you. If you do not agree to any changes we make to this Agreement, please discontinue use of the Platform immediately. Continued use will constitute acceptance of the terms in full as revised. Finally, you may not modify these terms, in whole or in part. Any modification by you will be void and shall have

no effect.

We may change or discontinue the Platform at any time without prior notice, and we reserve the right to terminate this Agreement at our election and for any reason, without prior notice. The Platform and this Agreement are in effect until terminated by you or us. We may terminate this Agreement by notifying you using any contact information we have about you or by posting such termination on the Platform, including in your Account. You may terminate this Agreement by providing written notice of termination, including your detailed contact information and any Account information or other Platform credentials, to us using the information in the Contact Us section. In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to the Platform or any of its features at any time with or without notice and with or without cause, including without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. We may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230.

The provisions of this Agreement concerning protection of intellectual property rights, authorized use, user submitted content, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

Upon any such termination, (a) you must destroy all Content obtained from the Platform and all copies thereof; (b) you will immediately cease all use of and access to the Platform; (c) we may delete or disable access to any of your User Content at any time; (d) and we may delete your Account at any time. You agree that if your use of the Platform is terminated pursuant to this Agreement, you will not attempt to use the Platform under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefore. Your use of the Platform after termination will be a violation of this Section, which survives any termination.

Even after the termination of this Agreement or of your Account or access to the Platform, any User Content you have posted or submitted may remain on the Platform indefinitely.

13. Other Policies

This Agreement applies exclusively to your access to, and use of, the Platform and does not alter in any way the terms or conditions of any other agreement you may have with us for products, services, programs, or otherwise. Additional policies and terms may apply to use of specific portions of the Platform and to the purchase of certain services and are included as part of this Agreement whether they reference this Agreement or not.

Other types of agreements and policies that you may be subject to include, but are not limited to:

- Privacy policies
- Employment agreements

Other policies and agreements are typically found by navigating the Platform, typically by checking the Platform headers and footers and by reviewing hyperlinked terms at the point of sale.

Any contests, coupons, or other promotions made available through the Platform may be governed by specific rules that are separate from this Agreement. By participating in any such promotion, you will become subject to those rules, which may vary from the terms set forth herein and which, in addition to describing such promotion, may have eligibility requirements, such as certain age or geographic restrictions. It is your responsibility to read the applicable rules to determine whether your participation, registration, submission and/or entry are valid; you agree to read and abide by the applicable rules.

We have also adopted a [Privacy Policy](#) that you should refer to in order to fully understand how we use and collect information. To learn about our privacy practices, please refer to our [Privacy Policy](#).

Should we employ you, none of the materials provided on the Platform constitute or should be considered part or of an employment contract or an offer for employment.

14. Disclaimer of Warranties

LEARNLUX INC. PROVIDES ITS PLATFORM AND CONTENT ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION: THE AVAILABILITY OR ACCURACY OF CONTENT OR MATERIALS, INFORMATION, OR SERVICES, AND THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LEARNLUX INC. EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. LEARNLUX INC. MAKES NO WARRANTY THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, OR THAT THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES LEARNLUX INC. MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PLATFORM. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. USERS IN STATES OR JURISDICTIONS THAT DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES MAY HAVE DIFFERENT LEGAL RIGHTS, WHICH MAY VARY BY JURISDICTION. IN SUCH STATES OR JURISDICTIONS OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

15. Limitation of Liability / Indemnity

WE AND OUR AFFILIATES, SUBSIDIARIES, DIVISIONS AND RELATED COMPANIES, AS WELL AS OUR AGENTS, SUPPLIERS, SERVICE PROVIDERS AND RETAILERS (COLLECTIVELY, THE “RELEASEES”) ARE NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, DIRECT, OR INDIRECT DAMAGES OF ANY KIND WHATSOEVER, WHICH MAY ARISE OUT OF OR RELATE TO THIS AGREEMENT, THE CONTENT, OR THE USE OF OR THE INABILITY TO USE THE PLATFORM, INCLUDING BUT NOT LIMITED TO LOST REVENUES, LOST PROFITS, AFFECTED BUSINESS OR DATA, OR DAMAGES RESULTING FROM ANY VIRUSES, WORMS, “TROJAN HORSES,” OR OTHER DESTRUCTIVE SOFTWARE OR MATERIALS, OR ANY INTERRUPTION OR SUSPENSION OF THE PLATFORM, REGARDLESS OF THE CAUSE OF THE INTERRUPTION OR SUSPENSION, EVEN IF THE RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RELEASEES ALSO SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. REGARDLESS OF THE PREVIOUS SENTENCES, IF, FOR ANY REASON, LEARNLUX INC. IS DETERMINED TO HAVE LIABILITY TO YOU, THE TOTAL, AGGREGATE LIABILITY SHALL BE LIMITED TO THE GREATER OF THE ACTUAL TOTAL AMOUNT THAT YOU OR YOUR EMPLOYER HAVE PAID US FOR YOUR USE OF THE PLATFORM, IF ANY, OR THE LOWEST LIABILITY LIMITATION ALLOWED BY APPLICABLE LAW. LearnLux Inc. may discontinue or change the Platform or its availability to you at any time, and you may stop using the service at any time.

You agree to indemnify and hold us and the Releasees, and all of our officers, members, employees and agents, harmless from and against any loss or damage, including, but without limitation to, reasonable attorneys’ fees both at trial and appellate levels, the expenses and costs that arise directly or indirectly out of or from (a) your breach of any provision of this Agreement; (b) your activities in connection with the Platform; or (c) the User Content or other information you provide to us through the Platform. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right to assume the

exclusive defense and control of any matter otherwise subject to indemnification by you; provided, however, that you shall remain liable for any such claim. LearnLux Inc. shall have the right to immediately terminate or suspend any of your passwords, accounts or subscriptions in the event we consider, in our sole discretion, any of your conduct to be unacceptable, or in the event you breach this agreement. Notwithstanding the above, these terms of service will survive termination of this agreement.

16. Jurisdiction/Disputes and Arbitration/Choice of Law/Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IF, HOWEVER, EITHER THE CLASS ACTION WAIVER OR COORDINATED CLAIMS PROVISION BELOW ARE FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION PROVISIONS WILL REMAIN IN FULL FORCE.

Any dispute, claim or controversy, including those known or unknown that may be later discovered, arising out of or relating to this Agreement, other agreements between the parties, or the Privacy Policy, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be either determined by binding arbitration in New York before one arbitrator or submitted to small claims court in New York County, New York. If the arbitrator finds this location to be unreasonably burdensome to you, a new location may be selected or arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules.

No Class Actions: YOU AGREE THAT ANY CLAIMS OR ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING AND CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator 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.

Seeking Arbitration: If you elect to seek arbitration or file a small claim court action, you must first send to us, by certified mail, a written notice of your claim ("Notice"). The Notice to us must be addressed to: 6 Liberty Square #2453, Boston, MA 02109. If we initiate arbitration, we will send a written Notice to an email address you have previously provided to us, if available. We may also use any other means to contact you, including a message in your Account. A Notice, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If you and we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or us may commence an arbitration proceeding or file a claim in small claims court.

Arbitration forms can be downloaded from www.jamsadr.com. If you are required to pay a filing fee, after we receive Notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000 or the arbitrator determines the claims are frivolous, in which event you will be responsible for filing fees.

Hearing: If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the JAMS Rules. In the event that the arbitration will be conducted solely on the basis of submitted documents, the arbitrator's decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless extended by the arbitrator. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules.

Award: In the event arbitration awards you damages of an amount at least \$100 greater than our last documented settlement offer, we will pay your awarded damages or \$2,500, whichever is greater.

Injunctive Relief: Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Confidentiality: The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Coordinated Proceedings: If 25 or more individuals initiate Notices of dispute with us raising similar claims, and counsel for the individuals bringing the claims are the same or are coordinated for these individuals ("Coordinated Claims"), the claims shall proceed in arbitration in a coordinated proceeding. Counsel for the individuals and our counsel shall each select five cases to proceed first in arbitration in a bellwether proceeding ("Test Cases"). The remaining cases shall not be filed in arbitration until the first ten have been resolved. If the parties are unable to resolve the remaining cases after the conclusion of the Test Cases, each side may select another five cases to proceed to arbitration for a second bellwether proceeding. This process may continue until the parties have determined an objective methodology to make an offer to resolve each and every outstanding claim. A court will have authority to enforce this clause and, if necessary, to enjoin the mass filing of arbitration demands against us. Individuals bringing Coordinated Claims shall be responsible for up to \$250 of their filing fees or the maximum permissible under the applicable arbitration rules. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the Coordinated Proceedings specified in this Section are pending. We will take such action, if any, required to effectuate such tolling.

Governing Law and Rules: This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, exclusive of conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or

consequential damages, including damages for lost profits. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement.

Severance of Arbitration Agreement: If the clauses concerning and describing the procedures and obligations related to Coordinated Claims and Test Case procedures is or becomes invalid or unenforceable, then the remaining entire arbitration agreement and any clauses concerning, relating to, specifying or otherwise describing the arbitration agreement shall be severed from this Agreement. However, any duty of confidentiality whether or not such duty is connected with arbitration shall survive such severance.

17. Terms for Users in Certain Geographic Locations

New Jersey Residents

If you are a consumer residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) Disclaimer of Warranty; (b) Limitation of Liability; (c) Indemnity; and (d) the Arbitration and Class Action Waiver and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right

California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

If you are a California resident, you agree to consciously waive all claims, both known and unknown that may be later discovered and expressly forgo and waive all protections as by California Civil Code Section 1542, which states, “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” By using this Platform, you agree that these California Civil Code Section 1542 protections no longer apply to you.

International Users

Each claim or statement about the effectiveness of our products and services or comparing the effectiveness of our products and services is expressly limited to the United States, unless otherwise disclosed. The products and services referred to on the Platform may only be available in the territory to which the Platform is directed and may not be available in your country. WE MAKE NO REPRESENTATION THAT THE INFORMATION AND MATERIALS ON THE PLATFORM, INCLUDING WITHOUT LIMITATION THE INFORMATION AND OTHER MATERIALS PROMOTING THE PRODUCTS AND SERVICES IDENTIFIED ON THE PLATFORM, ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS OTHER THAN THE LOCATION FOR WHICH THE PLATFORM IS DIRECTED. WE DO NOT REPRESENT OR WARRANT THAT THE PLATFORM OR ANY PART THEREOF IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES. Those who choose to access the Platform do so on their own initiative and at their own risk, and are responsible for complying with all local statutes, orders, regulations, rules, and other laws. You are also subject to United States export controls and are responsible for any violations of such controls,

including without limitation any United States embargoes or other federal rules and regulations restricting exports.

Despite the above, as a consumer you will benefit from any mandatory provisions of the law of the country in which you are a resident. Nothing in this Agreement affects your rights as a consumer to rely on such mandatory provisions of local law. The local law of your jurisdiction may entitle you to have a dispute relating to this Agreement heard by your local courts. This Agreement does not limit any such rights that you have that apply. HOWEVER, BY ENTERING INTO THIS AGREEMENT, WE DO NOT CONSENT TO THE JURISDICTION OF ANY COURTS OTHER THAN THOSE REFERENCED IN THIS AGREEMENT AND WE RESERVE THE RIGHT TO CONTEST THAT IT IS NOT SUBJECT TO THE JURISDICTION OF ANY OTHER COURT. We may limit the Platform's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. This Agreement, as well as all other documents related to it, including notices and correspondence, will be in the English language only.

18. Miscellaneous

The section headings used herein are for convenience only and shall be of no legal force or effect. If a court of competent jurisdiction holds any provision of this Agreement invalid, it shall be replaced in interpretation by a valid and enforceable term that most closely aligns with the intent of the original provision and such invalidity shall not affect the enforceability of any other provisions contained in this Agreement, and the remaining portions of our Agreement shall continue in full force and effect. This Agreement, our Privacy Policy and any other related terms referenced herein or referencing this Agreement constitute the sole and entire agreement between you and LearnLux Inc. with respect to the Platform and supersede all prior and contemporaneous understandings, representations, and warranties, both written and oral with respect to the Platform. We may assign this Agreement at any time with or without notice to you. You may not assign or sublicense this Agreement or any of your rights or obligations under this Agreement without our prior written consent.

19. Contact Us

If you have questions about this Agreement, or if you have technical questions about the operation of the Platform, please contact us through this online form or by emailing us at support@learnlux.com. If you have any questions or comments about LearnLux Inc. or our products or have other customer service needs, please click here for information on contacting our consumer service representatives.