

General Terms and Conditions

These terms and conditions (“Terms”) cover the use of the website learnala.com (the “Website”) and the services offered by *LearnAla, Inc.* (“LearnAla”) made available and published in the Website, including but not limiting: (a) online workplace productivity tools and platform that are offered and available therein, (b) a web based application that allows users to access online tools to enhance learning outcomes for individuals, organization, institutions, schools and universities through engaging and interactive content, providing tools to the users (facilitators, educators, and students) to engage with their learning, and (c) online tools and platform for the creation and sharing of educational content (the “Services” and jointly with LearnAla, Website and Services, the “LearnAla Platform”). You accept these Terms by creating a LearnAla account, through your use of the LearnAla Platform and/or Services, or by continuing to use the LearnAla Platform and/or Services after being notified of a change to these Terms. For the purposes hereinafter set forth, “User(s)” shall (a) mean any individual who uses the LearnAla Platform and/or Services, or (b) the organization, institution or entity that the User represents and that is binding to this Terms.

First. Privacy notice. The privacy is important to LearnAla. For further information regarding the privacy policies for the LearnAla Platform please refer to the [Privacy Notice](#) (the “Privacy Notice”) as it describes the data information collected for the LearnAla Platform (“Data”), and how the Data is processed. The Privacy Notice also describes how LearnAla uses your content, which is your communications with others; postings submitted by you to LearnAla Platform via the Services; and the files, photos, documents, audio, digital works, livestreams and videos that you upload, store, broadcast or share through the Services (“User(s) Content”). Where processing is based on consent and to the extent permitted by law, by agreeing to these Terms, you consent to LearnAla collection, use and disclosure of Users Content and Data as described in the Privacy Notice. In some cases, we will provide separate notice and request your consent as referenced in the Privacy Notice.

Second. Users Content. The Services may permit and allow the User to store or share the Users Content or receive such from others. LearnAla does not claim ownership of the Users Content, The Users Content remains the Users Content and you are responsible for it.

- (a) When you share your Users Content with other people, you understand that they may be able to, as allowed and/ or permitted in the LearnAla Platform and this Terms, use, save, record, reproduce, broadcast, transmit, share and display the Users Content without compensation or consideration to the User. If you do not want others to have that ability, do not use the Services to share your User Content. You represent and warrant that for the duration of these Terms, you have (and will have) all the rights necessary for your Users Content that is uploaded, stored, or shared on or through the Services and/or LearnAla Platform and that the collection, use, and retention of the User Content will not violate any law or rights of others. LearnAla cannot be held responsible for your Users Content or the material others upload, store or share using the Services and made available through the LearnAla Platform.
- (b) To the extent necessary to provide the Services to you and others, to protect you and the Services, and to improve the LearnAla Platform, you grant to LearnAla a worldwide and royalty-free intellectual property license to use the User Content, for example, to make copies of, retain, transmit, reformat, display, and distribute via communication tools your User Content on the Services. If you publish the User Content in areas of the LearnAla Platform where it is available broadly online without restrictions, User Content may appear in demonstrations or materials that promote the Service. Some of the Services are supported by advertising. Controls for how LearnAla personalizes advertising are available on the [Privacy statement](#) of the LearnAla Platform. We do not use what you say in email, chat, video calls or voice mail, or your documents, photos or other

personal files, to target advertising to you. Our advertising policies are covered in detail in the Privacy Notice.

- (c) The Users warrants that it has all rights and has obtained all permissions necessary to disclose and upload the information and content it places on the LearnAla Platform to use such information and content in accordance with these Terms.
- (d) When you place content and information on the LearnAla Platform you can select to either keep those content and information private, and provide manually restricted external access, or you can share publicly or within an institution, organization, community or with other users.
- (e) When you access the LearnAla Platform or other users content, you agree to use and operate within the LearnAla Platform's rules, including but not limited to not reproduce content outside of the LearnAla Platform, not sharing links or access to private content, unless with owner's permission or authorization, and at all moments respecting and acknowledging the owner of such User Content and its User privacy, and not engaging in unauthorized use of the content for commercial purposes or activities in violation of the code of conduct or this Terms.

Third. Ownership of LearnAla Platform. The LearnAla Platform is property of LearnAla and/or its suppliers. All rights reserved. LearnAla and the names, logos, and icons of all LearnAla products, software, and services may be either unregistered or registered trademarks of LearnAla or its authorized suppliers, in the United States and/or other countries.

Fourth. Code of Conduct.

(a) By agreeing to these Terms, you're agreeing that, when using the LearnAla Platform and/or Services, you will follow these rules and obligations applicable to Users or individuals who access the LearnAla Platform:

- i. Don't do anything illegal.
- ii. Don't engage in any activity that exploits, harms, or threatens to harm children.
- iii. Don't send spam. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), or instant messages.
- iv. Don't publicly display or use the Services to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, or criminal activity).
- v. Don't use the Services to promote, share, or distribute commercial or advertising content, external services, and material.
- vi. Don't use the Services to promote, share, or distribute fraudulent, false or misleading content and information.
- vii. Don't use the Services to promote, share, or distribute information or content with the intent of furthering a political agenda.
- viii. Don't engage in activity that is fraudulent, false or misleading (e.g., asking for money under false pretenses, impersonating someone else, manipulating the Services to increase play count, or affect rankings, ratings, or comments).
- ix. Don't circumvent any restrictions on access to or availability of the Services.
- x. Don't engage in activity that is harmful to you, the Services or others (e.g., transmitting viruses, stalking, posting terrorist or violent extremist content, communicating hate speech, or advocating violence against others).
- xi. Don't infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material, or photographs).

- xii. Don't engage in activity that violates the privacy of others.
- xiii. Don't engage in activity or communication that degrades or harasses individuals, groups or users.
- xiv. Don't help others break these rules.
- xv. Don't infringe these Terms.

(b) **Enforcement.** If you violate these Terms, we may stop providing Services to you or we may close your LearnAla account. We may also block delivery of a communication (like email, file sharing or instant message) to or from the LearnAla Platform and/or Services in an effort to enforce these Terms or we may remove or refuse to publish Users Content for any reason. When investigating alleged violations of these Terms, LearnAla reserves the right to review Users Content in order to resolve the issue. However, we cannot monitor the entire Services and make no attempt to do so.

Fifth. Using the Platform and Services.

- (a) LearnAla account. In certain cases, if applicable, you'll need a LearnAla account to access the LearnAla Platform and for certain Services. Your LearnAla account lets you sign in to the LearnAla Platform, Website, and Services provided by LearnAla.
 - i. **Creating an Account.** You can create a LearnAla account by signing up online. You agree not to use any false, inaccurate or misleading information when signing up for your LearnAla account. If you create a LearnAla account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these Terms. You cannot transfer your LearnAla account credentials to another user or entity. To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your LearnAla account.
 - ii. **Account Use.** You must use your LearnAla account to keep it active.
 - iii. **Kids and Accounts.** By using the LearnAla Platform and/or Services, you represent that you have either reached the age of "majority" where you live or have valid parent or legal guardian consent to be bound by these Terms. If you do not know whether you have reached the age of majority where you live, or do not understand this section, please ask your parent or legal guardian for help and consent before you create a LearnAla account. If you are the parent or legal guardian of a minor who creates a LearnAla account, you and the minor accept and agree to be bound by these Terms and are responsible for all use of the LearnAla account or Services, including purchases, whether the minor's account is now open or created later.
 - iv. **Closing Your Account.**
 - 1) You can cancel specific Services or close your LearnAla account at any time and for any reason. To close your LearnAla account, please contact contact@learnala.com.
 - 2) If your LearnAla account is closed (whether by you or us), a few things happen. First, your right to use the LearnAla account to access the Services stops immediately. Second, we'll delete Data or Users Content associated with your LearnAla account or will otherwise disassociate it from you and your LearnAla account (unless we are required by law to keep it, return it, or transfer it to you or a third party identified by you). You should have a regular backup plan as LearnAla won't be able to retrieve Users Content or Data once your account is closed. Third, you may lose access to products you've acquired. Fourth, we may temporarily prevent the creation of an account associated with the email address you provided.
- (b) **Work or School Accounts.** You can sign into certain LearnAla services with a work or school email address. If you do, you agree that the owner of the domain associated with your email address may be notified of the existence of your LearnAla account and its associated subscriptions, control and

administer your account, and access and process your Data, including the contents of your communications and files, and that LearnAla may notify the owner of the domain if the account or Data is compromised. You further agree that your use of the LearnAla Platform and/or a Service may be subject to the agreements LearnAla has with you or your organization and these Terms may not apply. If you already have a LearnAla account and you use a separate work or school email address to access the LearnAla Platform and/or Services covered under these Terms, you may be prompted to update the email address associated with your LearnAla account in order to continue accessing such Services.

- (c) **Additional Equipment/Data Plans.** To use the LearnAla Platform and/or Services, you'll need an internet connection and/or data/cellular plan. You might also need additional equipment, like a headset, camera or microphone. You are responsible for providing all connections, plans, and equipment needed to use the LearnAla Platform and/or Services and for paying the fees charged by the provider(s) of your connections, plans, and equipment. Those fees are in addition to any fees you pay LearnAla for the LearnAla Platform and/or Services and we will not reimburse you for such fees. Check with your provider(s) to determine if there are any such fees that may apply to you.
- (d) **Service Notifications.** When there's something we need to tell you about the LearnAla Platform and/or Service you use, we'll send you Service notifications. If you gave us your email address or phone number in connection with your LearnAla account, then we may send Service notifications to you via email or via SMS (text message), including to verify your identity before registering your mobile phone number and verifying your purchases. We may also send you Service notifications by other means.
- (e) **Ending your use of the Services.** If your use of the Services ends or are canceled (whether by you or us), first your right to access the Services stops immediately and your license to the software related to the Services ends. Second, we'll delete Data or Users Content associated with LearnAla Platform and Service or will otherwise disassociate it from you and your LearnAla account (unless we are required by law to keep it, return it, or transfer it to you or a third party identified by you). As a result, you may no longer be able to access any of the Services (or Users Content that you've stored on LearnAla Platform and/or Services). You should have a regular backup plan. Third, you may lose access to products you've acquired. If you have canceled your LearnAla account and have no other account able to access the Services, your Services may be canceled immediately. Fourth, If the Users have any pending payment, the User shall have the obligation to pay in full such amount, and this obligation will survive the termination of the Services.

Sixth. Service Availability.

- (a) The Services, LearnAla Platform, or material or products offered through the LearnAla Platform may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. If you change the location associated with your LearnAla account, you may need to re-acquire the material or applications that were available to you and paid for in your previous region.
- (b) We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and LearnAla is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Users Content or Data that you've stored. We recommend that you regularly backup Users Content and Data that you store on the Services and/or LearnAla Platform.

- (c) Certain features of our Services may utilize the services and/or products of third-party vendors and business partners, which services and/or products may include software, information, data or other services. Certain of these vendors and business partners require Users who utilize such features to agree to additional terms and conditions. Your uses of the LearnAla Platform constitute your agreement to be bound by the applicable additional terms and conditions. These third party terms are subject to change at such third party's discretion.

Seventh. Updates to the Services, and Changes to these Terms.

- (a) We may change these Terms at any time, and we'll tell you when we do. Using the LearnAla Platform and/or Services after the changes become effective means you agree to the new terms. If you don't agree to the new terms, you must stop using the LearnAla Platform and/or Services, close your LearnAla account and, if you are a parent or guardian, help your minor child close his or her LearnAla account.
- (b) Sometimes you'll need software updates to keep using the LearnAla Platform and/or Services. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the LearnAla Platform and/or Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. LearnAla isn't obligated to make any updates available and we don't guarantee that we will support the version of the system or device for which you purchased or licensed the software, apps, content or other products.

Eighth. Payment Terms. If you purchase a Service, then these payment terms apply to your purchase and you agree to them.

- (a) **Charges.** If there is a charge associated with a portion of the Services, you agree to pay that charge. The price stated for the Services excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges. Taxes are calculated based on your location at the time your LearnAla account was registered. We may suspend or cancel the Services if we do not receive an on time, full payment from you. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and its content. Connecting to the Internet via a corporate or other private network that masks your location may cause charges to be different from those displayed for your actual location.
- (b) **Your Billing Account.** To pay the charges for a Service, you will be asked to provide a payment method at the time you sign up for that Service. You can access and change your billing information and payment method on <https://learnala.com/teacher/pricing>. Additionally, you agree to permit LearnAla to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.
- (c) **Billing.** By providing LearnAla with a payment method, you (i) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorize LearnAla to charge you for the Services or available content using your payment method; and (iii) authorize LearnAla to charge you for any paid feature of the Services you choose to sign up for or use while these Terms are in force. We may bill you (a) in advance;

(b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.

- (d) Recurring Payments. When you purchase the Services on a subscription basis (e.g., monthly, every 3 months or annually), you agree that you are authorizing recurring payments, and payments will be made to LearnAla by the method and at the recurring intervals you have agreed to, until the subscription for that Service is terminated by you or by LearnAla. You must cancel your Services before the next billing date to stop being charged to continue your Services. We will provide you with instructions on how you may cancel the Services. By authorizing recurring payments, you are authorizing LearnAla to store your payment instrument and process such payments as either electronic debits or fund transfers, or as charges to your designated account (the, "Payments"). Subscription fees are generally charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, LearnAla or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and process any such payment as a Payment.
- (e) Online Statement and Errors. LearnAla will provide you with an online billing statement on the by means of your billing account dashboard, where you can view and print your statement. This is the only billing statement that we provide. If we make an error on your bill, you must tell us within 10 days after the error first appears on your bill. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error. If LearnAla has identified a billing error, we will correct that error within 90 days.
- (f) Refund Policy. Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable. If you believe that LearnAla has charged you in error, you must contact us within 10 days of such charge. No refunds will be given for any charges more than 10 days old. We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.
- (g) Canceling the Services. You may cancel a Service at any time, with or without cause. Cancelling paid Services stops future charges to continue the Service. To cancel a Service and request a refund, if you are entitled to one, visit the <https://learnala.com/teacher/pricing>. You should refer back to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obligated to pay cancellation charges; (iii) you may be obligated to pay all charges made to your billing account for the Services before the date of cancellation; and (iv) you may lose access to and use of your account when you cancel the Services. We will process your Data as described above in the first and fifth sections. If you cancel, your access to the LearnAla Platform and/ or Services ends at the end of your current Service period or, if we bill your account on a periodic basis, at the end of the period in which you canceled.
- (h) Trial-Period Offers. If you are taking part in any trial-period offer, you may be required to cancel the trial Service(s) within the timeframe communicated to you when you accepted the offer in order to avoid being charged to continue the Service(s) at the end of the trial period.

- (i) Promotional Offers. From time to time, LearnAla may offer Services for a trial period during which LearnAla will not charge you for the Services. LearnAla reserves the right to charge you for such Services (at the normal rate) if LearnAla determines (in its reasonable discretion) that you are breaching the terms and conditions of the offer.
- (j) Price Changes. We may change the price of the Services at any time and if you have a recurring purchase, we will notify you by email, or other reasonable manner, at least 15 days before the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.
- (k) Payments to You. If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. If you receive a payment in error, we may reverse or require the return of the payment. You agree to cooperate with us in our efforts to do this. We may reduce the payment to you without notice to adjust for any previous overpayment.

Ninth. Users Indemnification. Users will defend LearnAla and the members of the LearnAla, including affiliates, subsidiaries, directors, officers, and employees (collectively, the “LearnAla Indemnified Parties”) from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to Users violation of the Terms (a “Claim Against Us”), and will indemnify the LearnAla Indemnified Parties for all reasonable attorney’s fees incurred and damages and other costs finally awarded against a LearnAla Indemnified Party in connection with or as a result of, and for amounts paid by a LearnAla Indemnified Party under a settlement Users approves of in connection with, a Claim Against Us. We must provide User with prompt written notice of any Claim Against Us and allow User the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Users’ defense and settlement of such matter. This section states your sole liability with respect to, and the LearnAla Indemnified Parties’ exclusive remedy against User for, any Claim Against Us.

Tenth. Warranties. LearnAla, and our affiliates, resellers, distributors, and vendors, make no warranties, express or implied, guarantees or conditions with respect to your use of the LearnAla Platform and/ or Services. You understand that use of the LearnAla Platform and/ or Services is at your own risk and that we provide the Services on an "as is" basis "with all faults" and "as available." you bear the entire risk of using the services. LearnAla doesn't guarantee the accuracy or timeliness of the Services. To the extent permitted under your local law, we exclude any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and non-infringement. You may have certain rights under your local law. Nothing in these terms is intended to affect those rights, if they are applicable. You acknowledge that computer and telecommunications LearnAla Platform and/ or Services are not fault-free and occasional periods of downtime occur. We do not guarantee the LearnAla Platform and/ or Services will be uninterrupted, timely, secure, or error-free or that content loss won't occur, nor do we guarantee any connection to or transmission from the computer networks.

Eleventh. Limitation of Liability. If you have any basis for recovering damages (including breach of these Terms), you agree that your exclusive remedy is to recover, from LearnAla or any affiliates, resellers, distributors, and Services providers, and vendors, direct damages up to an amount equal and in aggregate to your Services fee for a single month during which the loss or breach occurred, if your account and Services are free, you waive all benefits, rights, procedures, or claims you could receive from LearnAla or any affiliates, resellers, distributors, and Services providers, and vendors. You can't recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or

fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, or Services.

LearnAla Platform is a workplace tool intended for use by businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply. If however any consumer laws do apply and cannot otherwise be lawfully excluded, nothing in these Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have, and our liability is limited (at our option) to the replacement, repair or resupply of the Services or the pro-rata refund to the user of pre-paid fees for your subscription covering the remainder of the term.

This section, and sections identified as: first, second, third, fourth, fifth, eighth, ninth, tenth, eleventh, twelfth, and the General Provisions section will survive any termination or expiration of the Terms or Services.

Twelfth. Confidential Information. (1) Each party (“Disclosing Party”) may disclose “Confidential Information” to the other party (“Receiving Party”) in connection with the Terms, which is anything that reasonably should be understood to be confidential given the nature of the information, as well as non-public business, product, technology, and marketing information. Confidential Information of User includes Data. If something is labeled “Confidential,” that’s a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

(2) Protection and Use of Confidential Information. The Receiving Party will (a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Terms; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Terms. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Terms.

(3) Compelled Access or Disclosure. The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. Without limiting the foregoing, please review the [Data Request Policy](#) that is found in our Privacy Notice, for details on how requests may be made for the disclosure of Users Data and how we will handle those requests. If the Receiving Party is compelled by law to access or disclose the Disclosing Party’s Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

Thirteenth. General Provisions.

- A. **Miscellaneous.** This section, and sections that by their terms apply after the Terms or Service end will survive any termination or cancellation of these Terms or Service. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign your rights or obligations under these Terms or transfer any rights to use the Services. This is the entire agreement between you and LearnAla for your use of the Services. It supersedes any prior agreements between you and LearnAla regarding your use of the Services.
- B. **Export Laws.** You must comply with all domestic and international export laws and regulations that apply for use of LearnAla Platform and/or Services if applicable, which include restrictions on destinations, end Users, and end use.
- C. **Fourteenth. Reservation of Rights and Feedback.** Except as expressly provided under these Terms, LearnAla does not grant you a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by LearnAla or any related entity, including but not limited to any name, trade dress, logo or equivalents. If you give to LearnAla any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements (“Feedback”), you give to LearnAla, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialize your Feedback in any way and for any purpose. You will not give Feedback that is subject to a license that requires LearnAla to license its software, technologies or documentation to any third party because LearnAla includes your Feedback in them.
- D. **Notice.** Except as otherwise set forth herein, all notices under the Terms will be by email. Notices to LearnAla should be sent to contact@learnala.com, except for legal notices, which must be sent to legal@learnala.com. A notice will be deemed to have been duly given (a) the day after it is sent, in the case of a notice sent through email; and (b) the same day, in the case of a notice sent through the Services. Notices under the Terms will be delivered solely to the User in accordance with the terms of that agreement.
- E. **Force Majeure.** Neither us nor the User will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.
- F. **Relationship of the Parties; No Third Party Beneficiaries.** The parties are independent contractors. The Terms does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to the Terms.
- G. **Modifications.** As our business evolves, we may change these Terms and the other components of the Terms. If we make a material change to the Terms, we will provide the user with reasonable notice prior to the change taking effect, either by emailing the email address associated with the LearnAla account or by messaging the user through the Services. The User can review the most current version of the Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Term. The materially revised Terms will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If Users access or use the LearnAla Platform Services after the effective date, that use will constitute user’s acceptance of any revised terms and conditions.

- H. Waiver.** No failure or delay by either party in exercising any right under the Term will constitute a waiver of that right. No waiver under the Term will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.
- I. Severability.** The Terms will be enforced to the fullest extent permitted under applicable law. If any provision of the Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Terms will remain in effect.
- J. Contracting Entity and Governing Law.** [All references to “LearnAla”, “we”, or “us” under the Terms, and for the used paid consumer Services on the LearnAla Platform, the law that shall apply in any dispute or lawsuit arising out of or in connection with the Terms, and which courts have jurisdiction over any such dispute or lawsuit, depend on where User is domiciled.

Domicile	Contracting Entity	Governing Law	Venue
United States, Mexico, Canada	LEARNALA, INC.	Delaware Law	651 N Broad St, Suite 206, in the city of Middletown, zip code 19709, Delaware
Rest of World	LEARNALA, INC.	Delaware Law	651 N Broad St, Suite 206, in the city of Middletown, zip code 19709, Delaware

The Terms, and any disputes arising out of or related hereto, will be governed exclusively by the applicable governing law above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts located in the applicable venue above will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Terms or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under the Terms, the prevailing party will be entitled to recover its reasonable costs and attorney’s fees.

The User and LearnAla will use reasonable efforts to resolve any dispute which arises between them under this Terms, by mediation or any of the other recognized methods of alternative dispute resolution, before commencing court proceedings to resolve that dispute. A party may seek urgent interlocutory relief in connection with any dispute.]