

LearnUp Centers Website Terms and Conditions of Use

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II. Registration

We may require you to open an account to access certain features on this Site. Such features may include registering for classes, curriculums, trainings, workshops, seminars, or events and using LearnUp’s listings, message boards, discussion boards, or other forums.

When registering for your account or for certain events or features of this Site, you agree to provide LearnUp with accurate, truthful, complete, and updated information. Failure to do so shall constitute a breach of these Terms of Use, which may result in suspension or termination of your account or your denial from such events or features. We, in our sole discretion, reserve the right to refuse or cancel registration.

When you open an account to use or access this Site, you may be asked to provide a user name, password, payment information, your name, telephone number(s), email and/or street address, your profession and other personally identifiable information (“**Registration Data**”). You agree that we may store, share and use any Registration Data you provide as described in our Privacy Policy. We may require you to periodically change your password.

You agree to use your best efforts to maintain the security and confidentiality of your user name, password, and account (collectively, a “**User ID**”). You are fully responsible for all activities that occur under your User ID. You may not use the User ID of someone else at any time. You may not sell or transfer your account, or otherwise allow any third party to use your account for any purpose. You agree to notify LearnUp about any unauthorized use of your User ID or any breach of security related to your use of the Site. You should use particular caution when accessing your account from a public or shared computer.

You further agree that LearnUp shall not be liable for any loss or damage arising out of, or related to, your use of your User ID by you or by any other party, either with or without your knowledge. You may be held liable for any losses incurred by LearnUp, including its subsidiaries, entities owned, related to or controlled by LearnUp, its employees, staff, officers, directors, consultants, agents, suppliers, contractors, and representatives, due to someone else’s use of your User ID.

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You agree to not use this Site in the following ways:

- (1) for any purpose that is unlawful or prohibited by these Terms;
- (2) to conduct yourself in any way that may be construed as threatening, harmful, abusive, harassing, stalking, defamatory, libelous, vulgar, profane, obscene, offensive, objectionable, pornographic, obscene, unlawful, illegal, fraudulent, tortuous, giving rise to civil or criminal liability, invasive or in violation of another's right of privacy or publicity, hateful, bigoted, racially or ethnically offensive, in violation of an applicable local, national or international law, including but not limited to laws related to copyrights, trademarks, patents, or trade secrets, or otherwise objectionable as determined by us in our sole discretion;
- (3) to promote information that is known to be, inaccurate, misleading, or false;
- (4) to advertise or otherwise solicit funds, goods, or services, such as through contests, sweepstakes, barter, pyramid schemes, or other form of unauthorized advertising or commerce, without our prior written consent;
- (5) to express or imply that any statements you make are endorsed by LearnUp without our specific prior written consent;
- (6) to send unsolicited email or other communications, including, without limitation, junk mail, spam, and chain letters;
- (7) in a manner that could damage, disable, overburden, or impair our (or our third-party providers') server or the networks connected to our server;
- (8) to collect or harvest any information about other users or to attempt to gain unauthorized access to accounts, computer systems, or networks associated with any LearnUp's servers, data not intended for you, or otherwise violate any security features of this Site, through hacking, password mining, or any other means;
- (9) to distribute or facilitate the distribution of viruses, corrupted data, Trojan horses, bots, keystroke loggers, worms, time bombs, cancelbots or other computer programming routines or computer code that are intended to and/or actually damage, detrimentally interfere with, surreptitiously intercept or mine, obtain unauthorized access to, scrape or expropriate any system, software, data or personal information;
- (10) to attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to human-perceivable form any of the source code used by LearnUp in providing this Site; and
- (11) adversely affect the enjoyment and availability of Site resources to other users (e.g., excessive shouting (use of all caps), flooding (continuous posting of repetitive text), or excessively large embedded images).

Any violation of system or network security may subject you to civil and/or criminal liability.

VI. Feedback Submission

We welcome your feedback regarding LearnUp and this Site. However, any comments, notes, reviews, ideas, suggestions, concepts, services, features, programs, products, software, applications, tools, or other communications (“**Feedback**”) sent to LearnUp shall be and remain the exclusive property of LearnUp. Your submission of any such Feedback shall constitute an assignment to LearnUp of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Feedback. LearnUp will be entitled to use, reproduce, disclose, publish, and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. LearnUp will be under no obligation to keep your Feedback confidential or to otherwise protect your Feedback.

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VII. Minors

If you are under the age of 13 years old, you may use the Site only under the supervision of a parent or guardian. This Site, through use of a Third-Party vendor for credit card transactions, may offer for sale or sell products or services to adults who are capable of making purchases with a credit card. If you are a parent or guardian who is supervising a minor’s use of the Site, please be aware that you are fully responsible for his or her use and conduct on the Site, including all financial charges and legal liability that he or she may incur. We reserve the right to refuse service or cancel orders in our sole discretion.

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YOU WAIVE AND HOLD HARMLESS LEARNUP FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY LEARNUP DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER LEARNUP OR LAW ENFORCEMENT AUTHORITIES.

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These Terms shall be governed by and construed under the laws of the State of California, without regard for conflicts of law principles. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or related to this Site or the use or access thereof shall be in the state or federal courts located in California. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed.

XVIII. Severability/Waiver

If any provision of these Terms of Use is found to be invalid, void, unlawful, or for any reason unenforceable by any court having competent jurisdiction, then the provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect. The section headings used herein are for convenience only and shall not affect the interpretation of these Terms of Use.

The failure of either party to assert any right under these Terms of Use will not be considered to be a waiver of that party's right, and the said right will remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such terms and condition or any other term or condition. Neither the course of conduct between the parties nor trade practice shall act to modify the Terms.

XIX. Statute of Limitations

You agree that, regardless of any statute or law to the contrary, any claim or cause of action that you may wish to assert related in any manner to this Site or its services must be filed within one (1) year after such claim or cause arose, or the said claim or cause will be forever barred, without regard to any contrary legislation.

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XXII. Last Modified Date of these Terms of Use

June 29, 2020.