

Terms

Hello, and welcome to the LearnLux Terms of Service. As you learn through LearnLux Inc., we ask you to follow these Terms to get the most out of our services. Just below is a simple, non-binding summary of our Terms of Service, followed by the full, legally-binding set of Terms. This summary is for your convenience only and points out certain important user rights and responsibilities. Since you are bound by the full Terms of Service whenever you use LearnLux Inc., please do read the full-length version. If you do not agree to any of these Terms, you may not use the LearnLux Inc. web site, application(s), or any other services provided by LearnLux Inc..

Quick Summary

* LearnLux Inc. is an educational platform for personal finance, provided to you without charge. LearnLux Inc. is not a financial planner, broker, or tax advisor, and none of our people are, either. We cannot provide any advice for your specific financial situation. * Our goal is to help you understand how to better manage your finances and how your finances affect your life goals, but we can never make any guarantees about your financial future (or present). * The services provided through LearnLux Inc. are open only to people who are 13 years of age or older. * While we will provide the highest level of security that we can on our end, 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 the use of our services 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 messages from us at any time. * Both you and LearnLux Inc. have the right to stop your use of the LearnLux Inc. services or to delete your account at any time, but certain provisions of these Terms of Service will still apply even after your time with us comes to an end. For example, any disputes between you and LearnLux Inc. even after you delete your account will be governed by these Terms of Service. * We may change the Terms of Service from time to time, and those changes are up to us – but we will always notify you of important changes, and you always have the right to decide whether or not you want to continue using LearnLux Inc.. If you do continue, that means you do agree to our new Terms. And now, on with the show!

TERMS OF SERVICE

The LearnLux Inc. application and web site (the “App” or “Service” or “Services”) is a product owned and operated by LearnLux, Inc. (hereinafter referred to as “LearnLux Inc.” or “we” or “us” or “our”). The terms below constitute the entire agreement between you (referred to herein as “you” or “your” or “user”) and LearnLux Inc. regarding the Services including any content, functionality, and services offered on or through the Service, no matter whether you are simply passing by as a browsing guest, or as a registered user (hereafter “Agreement”). By using our Service, you agree to these Terms of Service and our [Privacy Policy](#) (collectively, the “Terms”), 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 Services immediately.

1. Right to Use

Your use of the LearnLux Inc. Services 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 13 years of age or older; * Will comply with these Terms of Service; * Will provide accurate information when using our Services; * Will not use LearnLux Inc. to 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 content submitted by you to the Service; * Will not submit 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; * Will not use this Service to spread malicious content, viruses, or to defame or malign anyone or any entity; * Hereby affirm that LearnLux Inc. has the right to determine whether any of your content submissions are appropriate and comply with these Terms of Service, and to remove any and/or all of your submissions without prior notice. We may alter, suspend, or discontinue any aspect of the Services at any time, including the availability of any feature, database, or content. We may also impose limits on certain features and aspects of the App or restrict your access to parts or all of the Services without notice or liability. To protect the privacy of children and in compliance with the Children's Online Privacy Protection Act of 1998 (COPPA), we specifically do not intend and do not allow our App or Services to be used by anyone under the age of thirteen (13). For more information on our COPPA policy, please see our Privacy Policy.

2. Availability of 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 Services remain fully functional and up to date, there may come a time where the Services are 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 Service may be interrupted, suspended, or terminated. LearnLux Inc. retains the right, in its sole discretion, to deny access to part or all of the Service to anyone, at any time and for any reason.

3. Personal Accounts

Upon creation of an account with us, you are expressly agreeing to a) these Terms, b) that LearnLux Inc. may use and maintain your personal data in accordance with our Privacy Policy, and c) you understand and agree that your personal information may be used, without any personally identifying information, in the aggregate, to aid us in providing better service to you and our user community. 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 Services. You are solely responsible for all uses of your account ("Account"). You should treat all Account passwords, user names, and the like as confidential and you should not disclose them to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your user name 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 info@learnlux.com.

4. Social Media Platforms

LearnLux Inc. may allow connectivity through social media platforms such as Facebook® and Twitter®, and such platforms may enable sharing and collaboration between their registered user community. Any content or personal information you provide through those social media platforms are subject to terms and conditions and privacy policies of those platforms. You should refer to those terms and policies to determine your rights for that content.

5. Third-Party Sites and Links

Upon creation of an account with us, you are expressly agreeing to receive information from us and from the LearnLux Inc. community, which may include our trusted partners and the third parties that help our Services run smoothly. 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 Services. 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 LearnLux Inc. 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 Service, 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 Services. 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.

6. Electronic Communications and Mobile Application License

The communications between you and LearnLux Inc. use electronic means, whether you use the App, send us messages or emails; or whether LearnLux Inc. posts notices on the App, communicates with you via the App, 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. The foregoing does not affect your non-waivable rights.

7. Intellectual Property

Through your use of the App, you may upload photographs, submit personal information, credit card information, or sync your other account services with LearnLux Inc.. You own or control all of that content and you may control how it is shared through your personal settings on the App. For personal content protected by intellectual property rights that you upload to the App or provide to us (e.g., photographs), you agree to grant us a non-exclusive, transferable, royalty-free, worldwide license to use that content in connection with the Services. This license ends when you delete your content. To delete any of your content, email info@learnlux.com. 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 Services, 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 Services by each Account (collectively, "Intellectual Property"). Such ownership shall include rights in any advertising materials, websites, and their reproductions, further versions, revisions, and/or derivative works of the Services. 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 the App or provided as part of the Services 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 our Intellectual Property. You shall not copy without authorization, translate, reverse engineer, decompile, disassemble, or make derivative works from LearnLux Inc.'s Intellectual Property. LearnLux Inc. reserves all rights not specifically granted.

8. 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 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). LearnLux Inc.'s designated Copyright Agent to receive notifications of claimed infringement can be reached at info@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.

9. Modification and Termination

LearnLux Inc. may revise these Terms from time to time and in our sole discretion, without prior notice to you. All changes are effective immediately when we post them to the Services, and apply to

all access and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Service 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 these terms, please discontinue use of the Services immediately. Continued use after notice of the changes will constitute acceptance of the terms in full. 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 Services 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.

10. User Warranties

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 Service will always comply with the terms of this Agreement; and (d) you will remain responsible for all uses of your Account, safeguard your password, and supervise the use of your Account.

11. Disclaimer of No Professional Services or Advice

NEITHER LEARNLUX, INC., LEARNLUX INC., OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS IS A FINANCIAL PLANNER, BROKER, OR TAX ADVISOR. NONE OF THE SERVICES PROVIDED THROUGH LEARNLUX INC. ARE INTENDED TO PROVIDE ANY FINANCIAL, TAX, OR LEGAL ADVICE. LearnLux Inc. is intended only to provide education and general, non-specific, non-targeted advice for personal finance. Every person's financial status is different, and a variety of factors can affect any decision or procedure for a particular financial situation. The unique scope of each user's personal financial status is too narrow for any of the Services to cover completely. Certain advice or educational information that you may receive through LearnLux Inc. may not be the right fit for your situation. We ask that you not rely solely on the information you receive through LearnLux Inc. to make any financial decisions, and we strongly suggest that you consult with other financial advisers or gather additional information pertaining to your particular circumstances before doing so.

11. Disclaimer of Warranties and No Guarantee

LEARNLUX INC. PROVIDES ITS SERVICES ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION: THE AVAILABILITY OR ACCURACY OF CONTENT OR MATERIALS, INFORMATION, OR SERVICE, AND THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LEARNLUX INC. EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. LEARNLUX INC. USES DATA PROVIDED TO US BY THIRD PARTIES IN ORDER TO COMPILE CERTAIN PORTIONS OF YOUR PROFILE AND TO PROVIDE CUSTOMIZED EDUCATIONAL MODULES. AS SUCH, LEARNLUX INC. RELIES ON THE PROVIDERS OF THIS INFORMATION FOR ITS ACCURACY. LEARNLUX INC. MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES 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 SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. WE CANNOT AND DO NOT GUARANTEE ANY CHANGE, POSITIVE OR OTHERWISE, IN YOUR FINANCIAL STATUS. WE DO NOT CONTROL ANY OF THE ENTITIES WE WORK WITH OTHER THAN THOSE THAT WE OWN AND OPERATE. SHOULD THE SERVICE, IN ALL OF ITS FORMS PROVIDED BY LEARNLUX INC., PROVE DEFECTIVE AND/OR CAUSE ANY DAMAGE TO YOUR COMPUTER OR INCONVENIENCE TO YOU; YOU, AND NOT LEARNLUX INC., SHALL ASSUME THE ENTIRE COST AND ALL DAMAGES WHICH MAY RESULT DIRECTLY AND INDIRECTLY FROM ANY AND ALL SUCH DEFECTS. 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. UNDER NO CIRCUMSTANCES, AND UNDER NO CAUSE OF ACTION OR LEGAL THEORY, SHALL LEARNLUX INC., ITS AFFILIATES OR OTHER PARTIES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL COMMERCIAL DAMAGES RESULTING FROM ANY USE OF MATERIALS OR OTHER USE OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES. IF, FOR ANY REASON, LEARNLUX INC. IS DETERMINED TO HAVE FINANCIAL LIABILITY TO YOU, THE TOTAL LIABILITY SHALL BE LIMITED TO THE AMOUNT THAT YOU HAVE PAID US TO USE THE SERVICES, IF ANY.

12. Limitation of Liability / Indemnity

WE 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 YOUR USE OF THE SERVICE, 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 SERVICE, REGARDLESS OF THE CAUSE OF THE INTERRUPTION OR SUSPENSION. NOR ARE WE LIABLE FOR ANY NORMAL, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, DIRECT, OR INDIRECT DAMAGES AS A RESULT OF THE USE OF THE INFORMATION PROVIDED THROUGH THE SERVICE. LearnLux Inc. may discontinue or change the service or its availability to you at any time, and you may stop using the service at any time. You agree to indemnify us, our officers, members, employees and agents, from any loss or damage, including, but without limitation to, reasonable attorneys' fees both at trial and appellate levels, the expenses and costs which we may suffer from your activities on or use of the service, or as a result of the use of the information provided through the services, including without limitation any breach by you of this agreement or any charges or complaints made by other parties against you. 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.

13. Jurisdiction/Disputes/Choice of Law

This Agreement and all matters arising out of or otherwise relating to these terms and conditions shall be governed by the laws in effect in the State of New York, without regard to its conflict of law provisions. You hereby submit to the personal jurisdiction of the state and federal courts of the State of New York for resolution of all disputes. You hereby agree that the exclusive venue for any litigation under this Agreement shall be with any federal, state, or county court located in New York County, New York. In the event of a dispute between you and LearnLux Inc., each party shall be liable for their own attorneys' fees, expenses, and costs both at trial and appellate levels.

14. Miscellaneous

Waiver by you of any breach or default or failure to exercise any right allowed under this Agreement constitutes a waiver of any prior breach or default, and a waiver or forfeiture of any similar or future rights under this Agreement. 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, 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. These Terms of Service, our Privacy Policy and any other related terms constitute the sole and entire agreement between you and LearnLux Inc. with respect to the Service and supersede all prior and contemporaneous understandings, representations, and warranties, both written and oral with respect to the Services.

15. Affirmation of Agreement; Survival

Thank you for reading this Agreement thoroughly and carefully. You hereby acknowledge and affirm that you have read and agree to be bound by all of the Agreement's terms and conditions by clicking where indicated on the registration page and/or using the Services. Notwithstanding anything to the contrary in this Agreement, Sections 5, 7, and 10-15 shall survive any termination of this Agreement.