LifeLearn Online Terms of Service

Welcome to the sites and interactive services owned, operated or provided by LifeLearn, Inc. (the “Company”, LifeLearn, “we”, “us” or “our” as context applies). In order for you to use any LifeLearn website, mobile site, application (each a “**Site**”) and/or other product or service or obtain any assistance from us through the Sites (collectively, the “**Services**”), you must be willing to abide by these terms below (these “**Terms of Service**”) as well as our Privacy Policy which is incorporated by reference (these terms of service along with the Privacy Policy and other policies we may add from time to time shall be referred to as the “**Terms**”), which govern all the services we provide and all Content and Products (as defined below) available from a Site.

 These Terms of Service are Binding

Please read the terms carefully, as they contain important information about use rights, liability, your obligations and matters related to disputes, including the exclusive use of arbitration to resolve disputes. All capitalized words not defined in the body of these Terms of Service are set out at the end. If you do not wish to abide by either the Privacy Policy or these Terms of Service, then you have no right obtain Services from us or access or use any part of the Site or information contained therein. Your use of the Site signifies that you agree to the Terms. If you do not or are unable to agree to the Terms, do not use our Site or provide us any information.

**Registration and Account Set-up.** In order to utilize the Services, you must register and create an account and, upon request, provide accurate and complete billing or other requested information and to update such information as applicable.

**Credentials Management and Incidents.** You will: (1) keep your username and password (your “**Credentials**”) strictly confidential and secure; (2) only share your Credentials with those who are authorized to represent you and execute a Transaction on your behalf, but please ensure such person abides by the Terms; and (3) inform us immediately if the confidentiality of any part of your Credentials has been compromised (e.g. you or someone you authorized has shared your Credentials with a third party or you believe there is a credible chance of the security of your account being compromise). We retain the right, but do not have the obligation, to suspend your Account and take any other related action as we deem reasonable if we suspect your account is compromised, and you agree to assist in executing such actions, which may involve your resetting of passwords or taking other measures as may be required.

**Cancellation**. You may decide at any time to cancel your account. We reserve the right to suspend, and if deemed appropriate, cancel your Account, solely at our discretion. Upon the cancellation of your account, you shall pay any outstanding payable amounts to us within thirty (30) days of such cancellation. Upon payment of all outstanding amounts, we will delete your account along with any information your provided us to set up your account.

Transactions, Fees and Payment

**Transaction Fees**. By completing and submitting an electronic order form on a Site, you will make an offer to buy and we will accept and agree to provide, the applicable Product or service. You agree to pay for, via a valid payment method offered on the Site, all applicable fees for purchase of a Product and/or Service ordered from the Site. Prices set out in the Site may be in either in U.S. or Canadian dollars, as applicable, but all payments shall be accepted only in U.S. dollars. All charges shall be subject to applicable taxes and any packing and delivery fees, as applicable. Additional terms may apply to certain Services and such terms will be made available to you when you place your order. Certain Products and Services’ fees may vary depending on your billing location and will be noted on the Site.

In the event you are using a payment card to pay fees for Services, no Products or Services may be provided until we receive payment confirmation from your card issuer (i.e. debit or credit card merchant). If your payment is by credit card and such card is rejected by the card issuer or processor, your order will not be filled at no liability to us and you will either not receive the applicable Service or you will be charged interest at a rate of 1 %/month for a total of 12%/year. Your payment card will be debited for your order at the time the order is placed. By submitting an online order with us on a Site, you expressly agree not to request a ‘charge back’ of any fees or payments for such order, and that you will not submit a dispute with, or request an adjudicated by, a credit card provider. All disputes with respect to fees herein shall be resolved between you and us directly. You agree to contact LifeLearn, Inc. directly to resolve the issue or obtain a refund pursuant to applicable service or product guarantee. Refund polices may vary for Digital Products; please see individual Product terms and conditions.

In order to protect you and LifeLearn from fraudulent transactions, LifeLearn may provide your transaction-related information to a reputable third party organization to perform an address verification. This address verification is intended to ensure that the "bill to" address that you provide matches your credit card address. LifeLearn also reserves the right, at its discretion, not to ship items ordered or purchased on this Website to certain addresses. In the event that LifeLearn chooses not to ship an item, you will be notified by email and any amount charged to your credit card will be refunded.

 **Limitation on Transactions.** Any Non-digital Products purchased on this Site are only deliverable within Canada; Digital Products may be utilized within and outside Canada. Without incurring any liability, we reserve the right to limit the quantities of items which you or any group may purchase, and to reject, correct, cancel or refuse any Transaction for any reason, including if LifeLearn believes that customer conduct contravenes applicable Law or is harmful to the interests of LifeLearn or its representatives, agents, contractors, suppliers or licensees. LifeLearn will use commercially reasonable efforts to deliver items as quickly as possible and within any time periods indicated; however, LifeLearn will not be responsible for any delays in delivery which are beyond its control. We will endeavor to inform you of delivery delays promptly. We may add or remove Products and Services on the Sites at our sole discretion. The United Nations Convention on Contracts for the International Sale of Goods will not apply to Transactions on our Sites.

**Refunds**. All Non-digital Products purchased through a Site can be returned within thirty (30) days for a full refund, and all digital Products and Services are subject to the return or refund policies set out in the applicable Products’ terms of use.

 In general you are entitled to receive a refund for any defective Service, such determination subject to our review and agreement, if we are unable to provide you with a replacement Service which is a suitable replacement within fourteen (14) days of our receipt of a replacement request by you. If we terminate, suspend, or remove your account within a billing cycle as a result of your violation of the Terms, we are not obliged to refund you any fees already paid by you. While Users may discontinue their use of an applicable Services at any time without incurring a penalty, a User may not be entitled to a refund of fees paid in relation to such Service unless otherwise set out in these Terms of Service.

**Third Party Payment Processors**. You acknowledge that all Transactions involving payments must comply with the terms and conditions of the third party payment service provider. We do not provide those payment services, are not a party to any license or agreement you may have with the applicable third party payment provider, and will not be liable or responsible for your use of those third-party payment services.

***Our Role and Responsibilities***

LifeLearn will provide Services in accordance with the specific terms and conditions set forth for the applicable Service. LifeLearn shall provide customer support for the applicable Service purchased on a Site through our customer support team. Support will include, (i) assistance to setup the applicable product where applicable; (ii) a grant of access to the product; and (iii) support through training and other tools to use the product as applicable.

Handling of Your Information

**Third-Parties May Handle Info.** You agree that all information or data on a Site or processed through a Site may be, without further required consent by you, Handled by a third-party for either: (1) our business purposes, including transaction processing and data monitoring or storage; (2) for regulatory or other reasons which are imposed on us, in Canada, United States of America, or in any other jurisdiction we provide services; or for (3) the third party’s own legitimate business purposes, provided however, third-parties shall only receive aggregated and non-confidential information.

Representations, Warranties and Covenants

You acknowledge and agree that as a natural person or as an authorized User of a party: (1) you are 18 years old or older; (2) you have the authority to bind yourself, or such other party which you may be representing, to the Terms; (3) your use of the Site will be solely for purposes that are permitted by the Terms and except for advertising programs offered by LifeLearn or as specifically set out in the terms of use for a Product, the Services shall be used by you for your personal, non-commercial use only; (4) your use of the Site will not infringe or misappropriate the intellectual property rights of any third party; and (5) your use of the Site, as applicable, will comply with all Laws and with our policies, including reporting to us any misuse of the Site, including your knowledge of libelous or defamatory conduct by any person on a Site.

 **User Conduct Restrictions.** You covenant that you will not:

execute a Transaction on a Site unless you are 18 years old;

publish content on a Site that (1) violates any party’s intellectual property rights or Laws in any form whatsoever, (2) is known by you to be false, inaccurate or misleading, (3) infringes rights of publicity or privacy of any party, (4)
is, or may reasonably be considered to be, defamatory, libelous, hateful, obscene, discriminatory or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation, (5) is content for which you were compensated or granted any consideration by any third party, (6)
includes any information that references other websites, physical addresses, email addresses, contact information or phone numbers, (7) contains any advertisements, "spam" content, or references to other products, offers, or websites, (8) is considered “spam” (including machine or randomly-generated, constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation or any form of lottery or gambling), (9) contains or installs any viruses, worms, malware, Trojan horses or other content that is designed or intended to disrupt, damage or limit the function of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; and (10) violates the privacy of any third party; and

allow a person not authorized to use your Account to obtain Services or share your account log-in details with any person other than those expressly authorized by you;

rent, lease, distribute, license, sublicense, sell, resell, assign, transfer, timeshare, offer in a service bureau, or otherwise make the Site available to any third party contrary to the Terms;

register for more than one Account or register for an Account on someone else’s behalf;

misrepresent your identity (e.g. represent to us that you are someone else or you are affiliated with someone that you are not);

with respect to a Transaction, make use of a Site or the tools and the Services to do anything other than to carry out activities which are normally related to activities conducted on the Site;

reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms in the Sites;

damage, disable, overburden or impair our servers or network, or interfere with any other party’s use and enjoyment of the Sites and Services;

copy, or make derivative work, unless approved by LifeLearn, from any part of the Site in any medium, including use of a frame or border environment around a Site, or other framing technique to enclose any portion or aspect of the Site, using any device including using spiders, data mining, robots, or similar data gathering means;

access the Site or a Service in order to build a commercially available product or service which competes with the LifeLearn;

copy any features, functions, integrations, interfaces or graphics which are part of the Services and Site;

violate any Laws;

wilfully tamper with the security of the Sites, including attempting to probe, scan or test the vulnerability of the Sites or to breach the security or authentication measures; or

attempt to gain unauthorized access to the Sites or our computer systems or networks through hacking, password mining or any other means.

License Regarding Comments

In certain circumstances, Users may opt to provide Comments on the Site. Users making such Comments grant us a worldwide, royalty-free, perpetual, irrevocable and exclusive right to publish any such Comment, in any manner and at any time, solely at our discretion. Regardless of any modification, Users will indemnify LifeLearn with respect to any losses, claims or action which arise in connection with such Comments.

Aggregated Information

**Info Is Ours To Use**. We own all Aggregated Information. Nothing herein will be construed as prohibiting us from using the Aggregated Information for any purpose seen fit by us including publication of, and creation of derivative works from the Aggregated Information, provided that such usage will not reveal to a third party the identity of a User.

Monitoring of User Activity and Privacy.

We may, solely at our discretion or at the request of a governmental authority, monitor, record or otherwise process all interactions utilizing the Sites. Further information is available in our Privacy Policy.

Right to Terminate Accounts

We reserve the right, but not the obligation to, determine, solely at our discretion, whether any User violates the Terms and at our choosing, suspend, terminate or deny access to a User Account, with or without prior notice.

Intellectual Property Rights

**Our IP is Ours**. We retain ownership of all intellectual property rights of any kind related to the Services and Site, including applicable copyrights, patents, trade-marks and other proprietary rights. The Terms do not transfer any intellectual property between parties. We reserve all rights that are not expressly granted under the Terms.
"Lifelearn Inc.", "Store.lifelearn.com", "Lifelearn", "Sofie®", "LifeLearn Sofie", and certain other names, words, logos, slogans and images used on the Sites are the property of and are subject to trade-mark rights held by LifeLearn.

**Your IP is Yours**. You will own your information, provided however, you agree that Aggregated Information is not User Data.

**Third Parties Have Their Own Rules**. All content otherwise provided pursuant to a third party will be subject to the terms in such third party’s product license terms and you agree to take the action as requested by us to ensure protection of a party’s intellectual property. Certain trade-marks, trade names, words, logos, slogans and images depicted on our Sites are the property of their respective owners. Use of any such property, except as expressly authorized, shall constitute a violation of the rights of the owner of the property.

**IP Subject to Certain Restrictions**. You agree to comply with the applicable restrictions as set out under User Conduct Restrictions.

Permission for Communication

**We can contact you and you have freedom to opt out**. We use email and other electronic means to stay in touch with Users. You agree that when you provide us your e-mail address or personally identifying information (e.g. name, address) during or prior to access of the Site or use of any other service or tool provided through or on the Site, you: (1) consent to receive communications from us, our Affiliates, and applicable Users in electronic formats, including via the email address you have submitted or other agreed upon contact methods; (2) can opt-out from receiving communication from any such party at any time by completing the formalities on the Site, but we do not take on any liability for any communication of another party to you, particularly if you have provided your contact information to them independently rather than using the communication functions of the Site; and (3) agree that the Terms, agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications would satisfy if they were in writing and physically presented to you.

Disclaimer of Warranties.

**“AS IS” AND NO ENDORSEMENTS**. In addition to any other disclaimers set out in the terms, the services provided, including all content on, function of, and transactions conducted over, the Sites are “as is” without any representations or warranties of any kind made by us. We do not make any warranty, guarantee or representation as to the ability, competence, quality or qualification of any third party providing a product or service through our Site and we do not review, certify, or otherwise censor or manipulate any information provided by such third party. We make no promises that our advertising or the fee amounts set out on a Site is accurate. We reserve the right to change or update information on a Site at any time without notice, including in respect of prices and availability of items. We will not be liable if there is a delay in receipt of product or services ordered by you.

Links to Third Party Websites

**Our Sites may contain links to other websites.** All such other websites are independent from our Sites and from LifeLearn. We have no control over and expressly disclaims any liability for such websites or their contents. The provision of any link does not constitute an endorsement of such linked website by LifeLearn. LifeLearn is not responsible for webstreaming or any other form of transmission received from any third party website nor is LifeLearn responsible if the third party website is not working appropriately. Any transactions that take place between you and the third party are directly with the third party and LifeLearn shall not be held responsible for any loss or damage that you may incur as a consequence thereto. If you decide to access any of the third party websites linked to this website, you do so entirely at your own risk.

**NO PROMISE OF SECURITY OR CONFIDENTIALITY OR PROTECTION FROM HARM.** To the fullest extent of the law, we do not represent that any information exchanged between a party under the terms is secure, even if we become aware of any, or are told about, a potential breach. Further, we expressly disclaim any express or implied warranties, including, without limitation, merchantability, fitness for a particular purpose, non-infringement, reliability or accuracy. We do not warrant that a Site or the functions therein will be uninterrupted or error free, or that a Site or any item connected with its servers is free of viruses or any harmful components. Any transmission to and from a Site, communication between the parties or any comments made by you are not confidential. You agree that your use of this Site creates no obligation upon us and there is no relationship (whether contractual, fiduciary or otherwise) created between you and us other than pursuant to the terms.

**NO INSURANCE.** Users agree that they do not expect us or any of our affiliates or any such entity’s agents, officers and directors to provide insurance in regards to a Site and each party acknowledges that it does not rely on the insurance of any other party.

Limitation of Liability

**We Face No Liabilities Regarding Your Use**. We will not be liable for any damages or losses arising from your use of the Site or arising under the Terms. To the maximum extent permitted by applicable law, in no event will We be liable to you for any loss of profits, interruption to business, harm to reputation, misuse of data, or for any incidental, direct, indirect, special, consequential or exemplary damages, however arising and whether or not we have been informed of the possibility of such damage, even if a remedy set forth in the Terms is found to have failed of its essential purpose. We will also have no liability for any failure or delay, including the failure of any integrated or ancillary third-party service used in conjunction with the Site or for any failure of a third party to keep safe any transactional information or other personal information of a User.

Release and Indemnification

**You’ll Cover Us.** Users agree to indemnify and hold harmless LifeLearn, its officers, directors, employees, agents, successors and permitted assigns from and against any and all third party claims and associated expenses, including legal fees and disbursements, arising out of User’s (1) use of the Site, (2) allegation of facts that, if true, would constitute User’s breach of any of its representations, warranties, covenants or obligations under the Terms, or (3) negligence or willful misconduct by User or any third party on behalf of User in connection with the Terms.

**Your Disputes are Yours.** In the event of any dispute between you and any third party in connection with the Site, you agree to grant LifeLearn and its officers, employees, directors, and agents and related entities a release from all claims, causes of action, demands and damages (actual and consequential) of every kind and nature whatsoever, known and unknown, arising out of or in any way connected with such dispute now or at any time in the future.

**For California Residents.** In the event you are a California resident, you waive California Civil Code Section 1542, which says: “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

**We May Control Defense**. We may, at our sole discretion and expense, choose to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter **without** our written consent.

Modification of Terms

We May Modify Terms. We reserve the right, at our sole discretion, to amend the Terms at any time and will update the Terms in the event of any such amendments.

You’re Responsible for Keeping Up To Date on Terms. If the Terms are modified in a way we consider significant, we will post the amended Terms on the Site. Although we will take reasonable steps to notify you of such significant changes made, you are expected to check the Terms periodically for any amendments. Your continued use of the Site following such notification shall constitute your affirmative acknowledgement of the Terms, the modification and agreement to abide and be bound by the Terms, as amended. If at any time you choose not to accept the Terms, including following receipt of notification of any modifications made hereto, then please do not use the Site and as applicable, terminate your Account.

Law and Disputes

**Ontario Law Rules**. The Terms and any access to or use of the Site shall be governed by, and construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the province of Ontario.

**We’ll Arbitrate If We Dispute**. If any claim, dispute or controversy occurring amongst Users or between a User and us, in relation to the Terms or services provided pursuant to the Terms, cannot be resolved within a commercially reasonable timeframe, the dispute may be referred to arbitration pursuant to the International Commercial Arbitration Act, 2017, SO 2017, c 2. There shall be one arbitrator selected in accordance with the Rules. The parties to the dispute shall equally share the fees of the arbitrator and the facility fees and such parties shall each bear their own legal costs and expenses of the arbitration; provided, that the arbitrator shall have the authority to award such fees, costs and expenses in the decision of the arbitrator. The arbitration shall be conducted in English. Notwithstanding the foregoing, each disputing party shall have the right to seek injunctive or other equitable relief that may be related to the breach of confidentiality obligations or violation of the intellectual property rights set forth in the Terms.

**No Class Actions**. Users hereby waive any right they may have to commence or participate in any class action lawsuit against We related to any claim, dispute or controversy and, where applicable, Users hereby agree to opt out of any class proceeding against We otherwise commenced.

Assignment of Agreement.

**We Can Assign**. We may assign or delegate the Terms, including the Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent and without prior notice to you.

**You Cannot Assign Without** Permission. Users may not assign or delegate any rights or obligations under the Terms without our prior written consent and any unauthorized assignment and delegation by you **is** void.

Headings and Summaries.

The headings, captions and summaries in the Terms are for convenience only and in no way define or describe the scope or content of any provision of the Terms.

***Notices***. Except as otherwise stated in the Terms or as expressly required by law, any notice to us shall be given in writing by certified postal mail to LifeLearn Inc., 367 Woodlawn Rd. W, Unit 9 Guelph, ON, Canada, N1H 7K9 or by email to support@lifelearn.com. Any notice to you shall be given to the most current email address in your Account.

Other Rules of Interpretation.

Any reference to gender includes all genders; words importing the singular number only shall include the plural and vice versa; the word “or” is not exclusive; “shall” and “will mean “must”; and the words “including”, “includes” and “include” mean “including without limitation”.

We Retain Rights Even If We Don’t Say or Do Anything.

Failure by any party to insist upon the strict performance of any of the covenants, agreements, terms, provisions or conditions contained in the Terms or to exercise any election shall not be construed as a waiver or relinquishment of such covenant, agreement, term, provision or condition but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.

Severance.

If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, the other provisions of the Terms will remain in full force and effect.

Surviving Provisions.

Only the following provisions of these Terms of Service will survive following any termination or expiration: Representations, Warranties and Covenants, Intellectual Property, Permission for Communication, Limitation of Liability, Release and Indemnification, Governing Law, Arbitration, Waiver of Class Proceedings, and this clause.

Entire Agreement.

The Terms, in combination with all We policies and guidelines (including the Privacy Policy), incorporated by reference, constitute the entire agreement between you and We and supersede all prior communications, agreements and understandings, written or oral, with respect to the subject matter of the Terms.

Feedback

If you wish to share feedback with us about Product and Services selection, pricing, ordering, delivery or other customer service issues, please submit this feedback bycontacting 1 (888) 225-2011 or by email support@lifelearn.com.

Definitions

“**Aggregated Information**” or “**Aggregate Data**” means all information derived from User’s engagement with the Site, including, usage information, data and other content and which is sufficiently different from User Data such that Aggregated Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Handling of such derived information, data or content.

“**Certified**” means being officially recognized as possessing certain qualifications, criteria or meeting certain standards.

“**Comments**” means written statements, which sets out facts or opinions, submitted by Users on a Site.

“**Content**” means any content featured or displayed throughout the Site, including but not limited to any third-party materials, text, documents, information, data, articles, opinions, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, comments or ratings and other materials that are available on the Site.

“**Digital Product**” means a product which is provided in a softcopy format or is by its nature digital (e.g. software license, or software as a service).

“**Handle**” means to process, record, transfer, access, receive, use, disclose, retain, dispose of, destroy, manage, collect, store, or otherwise handle and any variation of “Handle” such as “Handling” has the same meaning depending on the context

 “**Law**” means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order or other requirement or rule of law of any governmental authority.

“**Non-digital Product**” means any product (e.g. books or manuscripts) which is not a Digital Product.

“**Product**” means either a Digital Product or a Non-digital Product.

 “**Subscription**” means a non-exclusive, non-sublicensable, limited, and revocable right to a monthly service or a service that is provided on an agreed upon, periodic basis.

“**Transaction**” means any downloading, purchase, use or otherwise handling of a Services, including a Product, Content or other service.

 “**User**” means the party, or such party’s authorized agents and representatives, which signs up on the Site, to receive and agrees, by such act of signing-up, to be subject to applicable Terms.

"**User Data**" means any data, information (including any information about an identifiable individual or an individual whose identity may be inferred or determined from the information) or other materials of any nature recorded in any form whatsoever disclosed or provided to us by the User at any time which is confidential in nature.