



NeuLingo Users Enrollment Agreement (“Agreement”)

I understand that by checking the checkbox (“Agree”) when prompted, I acknowledge that I have read and that I agree to these NeuLingo Users Enrollment Agreement terms and conditions. Note that you must be 18 years of age or older to accept this Agreement. If you are less than 18 years of age, you must have a parent or guardian accept on your behalf. Checking the “Agree” box is a representation from you that you are at least 18 years of age.

1. Special Notices Regarding Set-Up/Agreement

1.1 In order to obtain the online and mobile services (“online services”) offered by NeuLingo, to eligible users of such online services (hereto referred to as “users” or “you”), users must agree to the terms as set forth in this Agreement and complete all registration processes as laid out on the site. By clicking the “Agree” button while registering, users are agreeing to receiving the online service[s] and are bound by the terms of this Agreement.

1.2 After you successfully complete the registration process, including accepting these terms by clicking to “Agree,” NeuLingo will provide you with an account and corresponding password. The user will be responsible for keeping and maintaining the security of such password (see also Section 4.2 below), and to report to NeuLingo any theft or misuse. You remain liable for any action or event carried out through your failure to maintain the security of the account with respect to such password.

1.3 Upon successful completion of the registration process, and a user will receive an email from NeuLingo, further introducing the company’s corresponding services along with the virtual classroom account access and password information for use of the selected online service offered by NeuLingo.

1.4 All program techniques and materials (online and print), content, code, software, data, videos, and session transcripts, copyrights, trademark rights and other intellectual and property rights used in or related to your program are the exclusive property of NeuLingo or its licensors. You agree not to disclose, reproduce, sell or distribute to any third party any information, written or spoken, including course materials, obtained from NeuLingo in connection with NeuLingo’s online-services, and agree to use such information only for your personal, non-commercial use. To the extent you need to download software or documentation to access services or materials in connection with your selected online services, NeuLingo grants you a limited, non-assignable, non-transferable, revocable license to use such services and materials solely for use with your purchased program or services and only for your personal, non-commercial use. Such license will terminate when your online services program, plan or other service expires or otherwise terminates.

2. Service Content

2.1 The specific content of NeuLingo’s online services will be determined by NeuLingo. Depending on the selection, the content may be provided by one-on-one online classes, open classes with one teacher and multiple students, and/or discussion forums.

2.2 User understands that certain online services provided by NeuLingo (such as one-on-one online classes) require a fee (a “for-charge online service”) and must be purchased to utilize. To use these for-charge online services, users must have timely paid the fixed fee as displayed in connection with the particular paid service.

2.3 The user understands that NeuLingo provides only the online services as selected, and that the user is responsible to provide all necessary, associated equipment (such as a personal computer, mobile phone, or anything else required to connect to online or mobile networks to obtain the online service) or users’ expenses incurred in accessing the online services (such as those rates charged

by Internet or wireless services or mobile telephone service providers). The user bears responsibility for all such fees.

3. Change, Suspension, or Termination of Service

3.1 You agree that NeuLingo reserves the right to change, suspend, or terminate all or part of its online services at any time (including for-charge online services). If the online services changed, suspended, or terminated fall under the category of free online services, NeuLingo is not responsible to notify users in advance and NeuLingo may place a general notice on its site with respect to such changes. If the online services changed, suspended, or terminated fall under the category of for-charge online services, NeuLingo shall notify users of material changes in advance of changing, suspending, or terminating such services (unless such change, suspension or termination is due to exigent circumstances), and shall offer affected users the opportunity to switch to an alternative online for-charge online service[s] of commensurate value. If the user chooses not to accept the alternative online service, NeuLingo shall reimburse or credit user pro-rata.

3.2 The user understands that NeuLingo needs, periodically or otherwise, to repair and maintain the platform providing the online services (such as the website or mobile site, and others) and other corresponding equipment through which NeuLingo provides its online services. If such platform-maintenance measures result in the unavailability of for-charge online services for no more than a reasonable amount of time with respect to industry-standards for such repair or maintenance measures (which measures NeuLingo will attempt to schedule during weekend or overnight hours), NeuLingo cannot on any account be found liable, and it should make every effort to notify users beforehand of such repairs or maintenance.

3.3 In the event of any of the below circumstances, NeuLingo reserves the right to suspend or terminate the online services it provides to the user at any time (including for-charge online services):

3.3.1 The user provides false personal or other information for the establishment or use of the account and online-services;

3.3.2 The user violates the terms of use as stipulated in this Agreement (see, e.g., Section 4 below) or elsewhere on the site where user is accessing the online services;

3.3.3 The user for-charge online services, does not timely submit to NeuLingo the appropriate services fees as required;

3.4 If an account registered for free online services is not used by the user anytime for a consecutive 180-day period, or if an account registered for for-charge online services is not used by the user within the allotted for-charge online services period (as described for such service), or a consecutive 180-day period afterward, NeuLingo reserves the right to delete the account and cease providing all corresponding online services provided to said user.

4. Terms of Use

4.1 Users, when applying to use NeuLingo's online services, must provide NeuLingo with accurate personal information. If there is any change in said personal information, users agree to update his/her information in a timely manner.

4.2 Users should not give or lend their account or its password to anyone else to use. If the user discovers or suspects that their account is being used illegally or without authority by another person, they must notify NeuLingo immediately., NeuLingo is not responsible for such misuse of an account.

4.3 The user agrees that NeuLingo reserves the right to, in the process of providing online services, use any variety of methods to promote any variety of commercial advertising or any other type of commercial information that NeuLingo determines is of relevance with respect to the online service (including but not limited to circulating such advertisements on any page of the NeuLingo website). Furthermore, the user agrees, unless user otherwise has unsubscribed or unsubscribes or is not authorized to agree as set forth herein, to accept NeuLingo's use of email and other forms of communication in marketing products and services, and in providing other relevant commercial information, to the user.

4.4 With respect to any content you submit, you affirm, represent and warrant that:

- i. you own or have the necessary licenses, rights, consents or permissions to use and authorize NeuLingo to use all patent, copyright, trade secret and trademark rights or other proprietary rights to enable inclusion and use of such user Content in the manner contemplated by the Site (or such other of the Services as you may be using) and these Terms of Use;
- ii. you have the written consent, release and/or permission of each identifiable individual person identified in such user Content to use the name, likeness or other personal characteristics of each such identifiable individual.

Any unauthorized use, modification or copying of NeuLingo's Content, or Content that constitutes the intellectual property of others, is a breach of this Agreement. The use of any such Content on any other website or networked computer environment is expressly prohibited.

NeuLingo does not claim ownership of any User Content you post; however, by posting or transmitting such User Content, you grant NeuLingo, our affiliates, our successors, and others with whom we have agreements, a non-exclusive, perpetual, transferable, royalty-free, sublicensable, transferable, worldwide license and right to use, copy, host, store, cache, display (publicly and otherwise), perform, modify, distribute, adapt (including without limitation, in order to conform it to the requirements of any networks, devices, services, or media through which the Services are available), aggregate, transmit, translate, reformat, create compilations and collective works, prepare derivative works based upon, display publicly, perform publicly and otherwise exploit (including but not limited to over the Internet or any other uses or media). If you provide NeuLingo any feedback or suggestions regarding the Sites ("Feedback"), you assign to NeuLingo all rights in the Feedback and agree that NeuLingo shall have the right to use such Feedback and related information in any manner it deems appropriate. NeuLingo will treat any Feedback you provide to NeuLingo as non-confidential and non-proprietary.

Note also that this license to your user Content continues even if you stop using the online Services, primarily because of the social nature of content shared through the online Services – when you post something publicly, others may choose to comment on it, making your user Content part of a social conversation that cannot later be erased without retroactively censoring the speech of others. Any and all intellectual property rights that are not expressly granted hereunder are reserved to NeuLingo and its licensors.

4.5 In the process of using NeuLingo's online services, the user must abide by the following additional terms:

4.5.1 Comply with relevant United States of America and/or Canadian or other applicable laws and regulations;

4.5.2 Comply with all online service-related online protocols, regulations, and procedures as may be provided to user in connection with the site;

4.5.3 Not utilize a username for your account, contribute any Content or user submission or otherwise use the online services or interact with the online services or its users in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including NeuLingo);
- Violates any law or regulation;
- Is harmful, fraudulent, deceptive, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable, including but not limited to a solicitation of funds or donations (of goods) or of a solicitation that is personal or commercial in nature;
- Jeopardizes the security of your account or anyone else's (such as allowing someone else to log on as you on the online services);
- Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- Violates the security of any computer network, or cracks any passwords or security encryption codes;
- Runs Maillist, Listserv, any form of auto-responder or "spam" on the online Services, or any processes that run or are activated while you are not logged into the online Services, or that otherwise interfere with the proper working of the online services (including by placing an unreasonable load on the online services' infrastructure);

- “Crawls,” “scrapes,” or “spiders” any page or portion of the online services (through use of manual or automated means);
- Copies or stores any significant portion of the content;
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code of the online services.

4.6 NeuLingo reserves the right to investigate and monitor users’ activity as it pertains to NeuLingo’s online services (including but not limited to examining content saved to NeuLingo by users). If a user, while using online services, violates any of the above rules or regulations, NeuLingo or other empowered parties reserve the right to require the user to make corrections or to directly adopt any and all appropriate measures (including but not limited to on-page advertisements, emails, text message reminders, etc.) to make statements, notify, warn, and deliver other content is considered part of this agreement. Users’ utilization of NeuLingo online services is considered that user’s agreement to receive statements, notifications, warnings, and other content.

5. Intellectual Property Rights

5.1 All texts, pictures, images, recordings and/or videos provided by NeuLingo’s online services are protected by copyright, trademark, and/or other proprietary right laws. Without obtaining the express permission of the relevant proprietor, the data mentioned above and materials cannot by any other media be directly or indirectly released, broadcasted, edited, or re-published for the purpose of broadcast or release, or be used for any other commercial purpose. Only for personal or non-commercial purposes can these materials, or any portion of them, be saved to a computer.

NeuLingo is in no way responsible, to users or any third party, for any losses incurred through delays, inconsistencies, errors, or omissions caused by or in relation to the materials as mentioned above or the transmission or circulation of all or part of them.

5.2 All rights to the software that NeuLingo utilizes in providing its online services (including but not limited to all images, photos, animations, video and sound recordings, texts and mini-programs, and any additional assistance materials contained within said software) belong entirely to the respective copyright holder. Without the express permission of said copyright holder, users may not reverse-engineers, decompile, or disassemble said software.

6. Privacy Policy

Privacy Policy Protecting users’ privacy is an essential policy of NeuLingo’s. To view our privacy policy, click [here](#).

7. Disclaimers; Release; Limitations of Liability; Indemnity

7.1 Users expressly agree to bear responsibility for any and all risks entailed in their use of NeuLingo’s online services; users agree to be held solely accountable for any consequences borne of using NeuLingo’s online services, with NeuLingo not being held liable to users in any way.

7.2 NeuLingo does not guarantee that its online services will necessarily meet users’ expectations and does not guarantee that its online services will never be temporarily unavailable. NeuLingo does not guarantee the timeliness, safety, or correctness of its services.

7.3 NeuLingo does not guarantee the correctness or completeness of the external links it provides to users for convenience. NeuLingo assumes no responsibility for any external links or web content, not directly under its control.

7.4 NeuLingo assumes no responsibility for any suspensions or defects in its online services as resulting from unpreventable or uncontrollable circumstances, including acts of God and force majeure events.

7.5 OTHER AS IS EXPRESSLY STATED HEREIN, NEULINGO DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.6 You release NeuLingo and all of its (and its parent’s/affiliates’) directors, officers, shareholders, employees, representatives, consultants, agents, suppliers, partners, distributors, affiliates, and licensors from any and all liability related to: (i) disputes with other users; (ii) third party sites and

services and (iii) claims related to the unauthorized access to any data communications or content stored under or relating to your user account(s), including unauthorized use or alteration of such communications or such content or your user Content.

If you are a California resident, you waive California Civil Code §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.”

7.7 LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL NEULINGO OR ANY OF ITS (AND ITS PARENT’S/AFFILIATES’) DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, PARTNERS, DISTRIBUTORS, AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR USE OR ATTEMPTED USE OF THE ONLINE SERVICES OR PRODUCTS. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SITES.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY, AND THE LIABILITY OF OUR PARENT AND SUPPLIERS, SHALL BE LIMITED (IN THOSE JURISDICTIONS) TO THE EXTENT PERMITTED BY LAW.

NEULINGO’S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO YOUR USE OF NEULINGO’S ONLINE SERVICES WILL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICES OR \$100 IN THE CASE OF YOUR USE OF NO-CHARGE ONLINE SERVICES, WHICHEVER IS GREATER

7.8 INDEMNIFICATION

You agree to defend, indemnify, and hold harmless us, NeuLingo’s parent and other affiliated companies, and our respective employees, contractors, officers, directors, and agents, from all third party liabilities, claims, and expenses, including attorneys’ fees, that arise from your use or misuse of the online services; your violation of this Agreement; (or your violation of applicable laws or regulations). NeuLingo reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification, in which event you will cooperate with us in such defense and any settlement.

8. Agreement Updates

8.1 NeuLingo reserves the right to modify any clause of this Agreement at any time. As soon as there is a change in the content of this Agreement, NeuLingo will directly publish the modified content of the Agreement on the NeuLingo website, which will be regarded as NeuLingo notifying users of updated content. NeuLingo can also employ other methods in notifying users of modified agreement content.

8.2 If users do not agree with changes made by NeuLingo to any of the clauses of the agreement, they have the right to stop using the online services. If users continue availing themselves of the online services, this is regarded as their acceptance of the changes NeuLingo has made to corresponding articles of the agreement.

9. Notification Methods

9.1 As per the terms of this Agreement, NeuLingo can send any and all notifications to users via on-site postings, emails, text messages, or conventional methods of mailing printed information; the day that these and other notification methods are implemented is considered the day that the user received the corresponding information.

9.2 Any notifications users wish to make NeuLingo aware of should be sent to or through NeuLingo’s official external public address, email address, or other forms of communication.

10. Governing Law

This Agreement and any claim or dispute arising out of, relating to or in connection with this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (USA) without giving effect to its conflicts of law principles.

11. Miscellaneous

11.1 This Agreement is only legally binding with regards to those and related matters as laid out within it. As for issues not specifically addressed, no right to regulate such issues has been conferred upon this agreement.

11.2 If, for any reason, any of the clauses within this Agreement become either completely or partially ineffective or not enforceable, all other clauses maintain their effectiveness and remain binding.

11.3 The headings contained within this Agreement are for convenience only and should be ignored when explaining this Agreement.