**TERMS OF SERVICE**

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Welcome to learnme (hereinafter referred to as ‘’Application’’, ‘’App’’, “Website”, “We”, “Us”, “Our”), owned and operated by learnme. (hereinafter referred to as “the Company”) with its registered office located in Dover Delaware. The Website is offered to users (hereinafter referred to as “You” or “Your”) for use connditioned on user’s acceptance without modification of the terms, conditions, and notices contained herein (the "Terms").

BY CLICKING ON THE "ACCEPT" BUTTON AT THE END OF THE AGREEMENT ACCEPTANCE FORM, USERS AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS. WHEN YOU DOWNLOAD THIS WEBSITE, YOU AGREE TO ACCEPT THESE TERMS AND CONDITIONS OF USE.

Our Website provides an online platform/venue to its users to browse through the various categories of Service Professionals listed on the Website and avail the services of any Service Professional as per its requirement.

Please carefully read our Terms and our Privacy Policy, and which is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to download, obtain information from or otherwise continue using our Website. Failure to use the Website in accordance with these Terms may subject you to civil and criminal penalties. This Website reserves the right to recover the cost of services, collection charges and lawyer’s fees from persons using the Website fraudulently. This Website reserves the right to initiate legal proceedings against such persons for fraudulent use of the Website and any other unlawful acts or acts or omissions in breach of these terms and conditions.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

IN USING THIS WEBSITE, YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS SET FORTH HEREIN. ANY INCIDENTAL DOCUMENTS AND LINKS MENTIONED SHALL BE CONSIDERED TO BE ACCEPTED JOINTLY WITH THESE TERMS. YOU AGREE TO USE THE WEBSITE ONLY IN STRICT INTERPRETATION AND ACCEPTANCE OF THESE TERMS AND ANY ACTIONS OR COMMITMENTS MADE WITHOUT REGARD TO THESE TERMS SHALL BE AT YOUR OWN RISK. THESE TERMS AND CONDITIONS FORM PART OF THE AGREEMENT BETWEEN THE USERS AND US. BY DOWNLOADING AND USING THIS WEBSITE AND/OR UNDERTAKING TO PERFORM A SERVICE BY US INDICATES YOUR UNDERSTANDING, AGREEMENT TO AND ACCEPTANCE, OF THE DISCLAIMER NOTICE AND THE FULL TERMS AND CONDITIONS CONTAINED HEREIN.

1. **DEFINITIONS:**
   1. **"Agreement"** means the terms and conditions of use as detailed herein including all Exhibits, privacy policy, all other policies published on the Website and will include the references to this agreement as amended, negated, supplemented, varied or replaced from time to time.
   2. Learnme is online platform via which users can view the profiles of the Service Professionals and avail the services of the Service Professionals as per their requirements.
   3. **"User/You/Your”** means an individual who uses our Website and registers/creates an account on our Website so that it can avail services by interacting with other users on the Website.
   4. **“Services”** means an online facility of listing the services of various Service Professionals, which can be availed by the customerts.
   5. **“Account”** shall mean the accounts created by the Users on our Website in order to use the Services provided by our Website and requires information such as name, address, contact number etc.
   6. **"Content"** means text, graphics, images, music, software, audio, video, information or other materials.
   7. **"User Content"** means all content that a user submits or transmits to us through email, feedback, comments and messages on our Website.
   8. **“Our Website Content”** shall mean all the Content that our Website makes available through the Services, including any Content licensed from a third party.
   9. **"Collective Content"** means User Content and our Website Content.
2. **INTERPRETATION:**
   1. The official language of these terms shall be English.
   2. The headings and sub-headings are merely for convenience purpose and shall not be used for interpretation.
3. **ELIGIBILITY:**
   1. You may, use the Service only if you are at least eighteen (18) years of age and can form a binding contract with us, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.
   2. Any use or access to the Service by anyone under 18 is strictly prohibited and in violation of this Agreement. Any person under the age of eighteen (18) years accessing the Website should do so only under parental guidance. Our Website reserves the right to terminate your membership and refuse to provide you with access to the Website if we discover that you are under the age of 18 years. The Service is not available to any Users previously removed from the Service by us, unless we provide such Users with specific written authorization to re-use the Service. Unauthorized Users are strictly prohibited from accessing or attempting to access, directly or indirectly, the Website. Any such unauthorized use is strictly forbidden and shall constitute a violation of applicable state and local laws.
   3. By using our Website and its services, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement.
   4. If you use our Website on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf.
   5. You must not be a competitor of our Website or use our Service for reasons that are in competition with us or otherwise to replicate some or all of the Service for any reason.
   6. Our Website may, in its sole discretion, refuse to offer access to or use of the Website to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Website is revoked in such jurisdictions.
   7. Except where additional terms and conditions are provided which are services specific, these terms and conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms.
4. **REGISTRATION:**
   1. It is mandatory for the users to create an account on our Website in order to use our services.
   2. In order to create an account with us:-
5. You will first have to provide us with your Mobile Number and thereafter you will be texted with an OTP (One-time Password). Once you enter the OPT, you will be registered and for the purpose of creating your profile, you will have to enter your full name, email address, addresss, location, city and State. You can use your registered username and password for logging in to your account and accessing the services therafter.
6. You represent and warrant that all required registration information you submit is truthful and accurate, and you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.
7. You agree to provide and maintain accurate, current and complete information about your Account. Without limiting the foregoing, in the event you change any of your personal information as mentioned above in this Agreement, you will update your Account information promptly.
   1. When creating an Account, don’t:
8. Provide any false personal information to us (including without limitation a false username) or create any Account for anyone other than yourself without such other person’s permission;
9. Use a username that is the name of another person with the intent to impersonate that person;
10. Use a username that is subject to rights of another person without Websiteropriate authorization; or
11. Use a username that is offensive, vulgar or obscene or otherwise in bad taste.
12. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading or to reclaim any username that you create through the Service that violates our Terms. If you have reason to believe that your Account is no longer secure, then you must immediately notify us at support@learnme.live.
13. You may not transfer or sell your Website account and User ID to another party. If you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to this Agreement.
14. Our Services are not available to temporarily or indefinitely suspended Users. Our Website reserves the right, in its sole discretion, to cancel unconfirmed or inactive accounts. Our Website reserves the right to refuse service to anyone, for any reason, at any time.
15. One individual/entity can own only one account in his/her/its name.
16. You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by our Website’s terms of use as stated in the Agreement and all other rules, policies and procedures listed on the Website and/or that may be published from time to time on the Website by Company.
17. **SERVICES**

5.1 learnme live provides an online platform wherein the various service professionals will list their services under specific category as per their expertise and then accordingly the customers can log in to their account browse the Website and avail the services of the service professionals as per its requirements.

* 1. In order to avail the services of a particular service professional, the customer will have to log in to its account and accordingly contact the Service professional through video chat option available on the website.
  2. Both the customer and the service professional shall coordinate with each other in order to avail and provide the services to each other.
  3. learnme live is a portal that allows service professionals users and customers to connect easily and efficiently through virtual means. learnme live does not provide medical advice or therapy services of any kind. Any professional relationships service professionals and the customer.

1. **PAYMENTS:**
   1. The customers/buyers shall make payments to us via the means listed on our website.
   2. In addition to the payment of the applicable purchase price for a purchased item, users are responsible for all applicable taxes or duties associated with the purchase and sale of any items through the Service.
   3. Our website uses third party payment Providers to receive payments from users. We are not responsible for delays or erroneous transaction execution or cancellation of services due to payment issues.
   4. We take utmost care to work with 3rd party payment Providers, but do not control their systems, processes, technology and work flows, hence cannot be held responsible for any fault at the end of payment Providers.
   5. Our website reserves the right to refuse to process transactions by users with a prior history of questionable charges including without limitation breach of any agreements by Buyer with us or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.
   6. The users acknowledge that we will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond our control.
   7. Our website reserves the right to recover the cost of goods, collection charges and lawyers' fees from persons using the Site fraudulently. We reserve the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful act or acts or omissions in breach of these terms and conditions.
   8. We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.

1. **Payout Schedule:**

The first payout for every new Professional is typically paid out 7 days after the first successful payment is received. This waiting period can be up to 14 days for businesses in certain industries. This allows our third-Party Payment Processer to mitigate some of the risks inherent in providing credit services.

Service Professionals can view their payment transactions anytime from their account by selecting Payment History.

7.1 For US & Australia Service Professionals, additional transactions (*after the first successful transaction*), are processed every business day, and are deposited every 2-4 business days (depending on bank). *Additional Countries see payment deposit schedule below.*

* **United Sates, Australia: 2-4 Business Days**
* **New Zealand: 4-6 Business Days**
* **All Other Countries (Except for Brazil): 7-9 Calendar Days**
* **Brazil: 30 Calendar Days**

1. **Refunds**

8.1 We allow refunds in cases of an incomplete deal. The payment method shall be same for refund as was when the payment was made. However, we reserve the right to change the payment method in certain special circumstances.

8.2 We may refund funds to Users irrespective of whether a User has requested funds be refunded if:

* The law or statute requires us to.
* We are closing down our business.
* In accordance with our refund policy
* To avoid any dispute
* If the refund is necessary to avoid a chargeback.

8.2 Refunds will be implemented when a Customer or Service Professional initiates such. However, if you run into any issues or have any inquiries, please send us a mail at [support@learnme.live](mailto:support@learnme.live). If we reasonably determine, having considered all the relevant circumstances, that you have made an excessive or unreasonable number of requests to refund funds back to you or chargebacks, we may suspend, limit or close your Account with us.

8.3 Processed refund requests can take 5-10 days to appear on a customer's statement, depending on customers bank.

9. **CHARGEBACKS**

We are bound to process the chargeback requests and instructions issued to us by third party payment processors or card issuers or banks. We cannot and will not refuse or stop any payment chargebacks if instructed by the relevant bank authorities, payment processors or card issuers.  
You must cooperate with us and refrain from complaining with us any chargeback reversal processed by us. You agree that you will abide by the reversal requests processed by us.  
-   *If you have already initiated a chargeback request with your credit card issuer, you must not request a refund of funds by contacting us and must not seek double recovery*

10. **Fees and Commissions**

10.1 Listing of services is free with us. We DO NOT charge anything for posting services on our site. When a client hires a specialist, we deduct 20% of the total service amount from the account of the specialist.

1. **YOU AGREE AND CONFIRM:**
   1. That you will use the services provided by our Website, its affiliates and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using the Website.
   2. You will provide authentic and true information in all instances where such information is requested of you. We reserve the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), we have the right in our sole discretion to reject the registration and debar you from using the Services of our Website and / or other affiliated Websites without prior intimation whatsoever.
   3. That you are accessing the services available on this Website and transacting at your sole risk and are using your best and prudent judgment before entering into any dealings through this Website.
   4. It is possible that the other users (including unauthorized/unregistered users or "hackers") may post or transmit offensive or obscene materials on the Website and that you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of the Website, and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the Website you acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Website. Please carefully select the type of information that you publicly disclose or share with others on the Website.
   5. You agree that you will not:
2. Restrict or inhibit any other user from using and enjoying the Interactive Features;
3. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national, or international law;
4. Post or transmit any information, software, or other material which violates or infringes in the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.
5. Post or transmit any information, software or other material which contains a virus or other harmful component;
6. Alter, damage or delete any Content or other communications that are not your own Content or to otherwise interfere with the ability of others to access our Website;
7. Claim a relationship with or to speak for any business, association, institution or other organization for which you are not authorized to claim such a relationship;
8. Violate any operating rule, policy or guideline of our Internet access Professional or online service.
9. We reserve the right to charge you for the services in near future if there is a significant change in our business model. We shall inform you about any such change by amending our User Agreement. You agree that Company reserves the sole right to change its business model and charge for the services being provided herein.
10. **YOU MAY NOT USE THE WEBSITE FOR ANY OF THE FOLLOWING PURPOSES:**
    1. Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
    2. Transmitting material that encourages conduct that constitutes a criminal offense, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
    3. You shall not create liability for us or cause us to lose (in whole or in part) the services of our internet service Professional ("ISPs") or other suppliers;
    4. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve our right to bar any such activity.
    5. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.
    6. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information of any other User or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.
    7. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us or otherwise engage in any conduct or action that might tarnish the image or reputation, of our Website or otherwise tarnish or dilute any of our trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or our systems or networks, or any systems or networks connected to us.
    8. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
    9. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Website or any service offered on or through the Website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
    10. You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of our Website and / or others.
    11. Interfering with any other person's use or enjoyment of the.
    12. Breaching any applicable laws;
    13. Interfering or disrupting networks or web Websites connected to the Website.
    14. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
    15. Without limiting other remedies, we may, in our sole discretion, limit, suspend, or terminate our services and user accounts, prohibit access to our Websites, services, Websites, and tools, and their content, delay or remove hosted content, and take technical and legal steps to keep users from using our Websites, services, Websites, or tools, if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a period of months, or to modify or discontinue our Website, services. We shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).
    16. Further we prohibit the transmission, distribution or posting of any matter which discloses personal or private information concerning any person or entity, including without limitation phone number(s) or addresses, credit, debit cards, calling card, User account numbers/ passwords or similar financial information, and home phone numbers or addresses. Even though all of this is strictly prohibited, there is a small chance that you might become exposed to such items and you further waive your right to any damages (from any party) related to such exposure.
11. **OWNERSHIP:**

All right, title, and interest in and to the Website (excluding postings/content provided by the users) is and will remain the exclusive property of our Website and its licensors. The Website service is protected by copyright, trademark, and other laws of Dover Delaware. Nothing in these Terms gives you a right to use the name of the Website or Website’s trademark or logo, or any other trademarks, logos, domain names, or other distinctive brand features relating to the Website or located on the Website.

1. **USER CONTENT:**
   1. Some of the features of this Website or the Services may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice (“User Submissions/Content”), or (b) literary, artistic or other content, including but not limited to photos and videos. User Content includes all content submitted through your Account. By posting or publishing User Content to this Website or to the Services, you represent and warrant to us that (i) you have all necessary rights to distribute User Content via this Website or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the Websiteropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party.
   2. All reviews, comments, feedback, submitted or offered to us on this Website or otherwise disclosed, submitted or offered in connection with your use of this Website (collectively, the "Comments") shall be and remain our property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, we exclusively own all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. We will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way.
   3. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay you any compensation for any Comments; or (3) to respond to any Comments. You agree that any Comments submitted by you to the Website will not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. You further agree that no Comments submitted by you to the Website will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".
   4. Our Website does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Website. You grant us the right to use the name that you submit in connection with any Comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make and you agree to indemnify us and our affiliates for all claims resulting from any Comments you submit. We and our affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party. We reserve the right, but have no obligation, to monitor the materials posted on the Website. Our Website shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, you remain solely responsible for the content of the materials you post on the Website and in your private messages. Please be advised that such Content posted does not necessarily reflect our views. In no event shall our Website assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that you have all necessary rights in and to all Content which you provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortuous, or otherwise unlawful information.
   5. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it. With Respect to User Submissions, you acknowledge and agree that:
2. User Submissions are entirely voluntary;
3. User Submissions do not establish a confidential relationship or obligate us to treat User Submissions as confidential or secret.
4. We have no obligation, either express or implied, to develop or use User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of User Submissions.
   1. We shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Website, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Website for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.
   2. It is possible that any of the user (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website and that other users may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of the Website, and that the recipient may use such information to harass or injure you. We do not Websiterove of such unauthorized uses, but by using the Website, you acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Website. Please carefully select the type of information that you publicly disclose or share with others on the Website.
   3. You may upload to any area of the Website or otherwise transmit, post, publish, reproduce or distribute, on or through our Website only Content that is not subject to any Intellectual Property Rights, or Content in which any holder of Intellectual Property Rights has given express authorization for distribution over the Internet and on our website, without restriction whatsoever. Any Content submitted with the consent of a copyright owner other than you should contain a phrase such as "Copyright owned by [name of owner]; Used by Permission." By submitting Content to any Area, you automatically grant and/or warrant that the owner of such Content, whether it be You or a third party, has expressly granted to us the royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, sublicense, distribute, perform, and display such Content, in whole or in part, worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any Intellectual Property Rights that may exist in such Content. You also permit us to sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to such Content.
5. **INTELLECTUAL PROPERTY RIGHTS:**
   1. Our Website, our suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appears on this Website. Access to this Website does not confer and shall not be considered as conferring upon anyone any license under any of our Website or any third party's intellectual property rights. All rights, including copyright, in this Website are owned by or licensed to us or third party suppliers. Any use of this Website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of our Website. You cannot modify, distribute or re-post anything on this Website for any purpose.
   2. The Website names and logos and all related service and our slogans are the trademarks or service marks of our Website. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Website. Access to this Website does not authorize anyone to use any name, logo or mark in any manner.
   3. All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Website (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Website for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the company or any related software. All software used on this Website is the property of our Website or its suppliers and protected by copyright laws of Dover Delaware. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Website is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled or licensed by our Website, one of its affiliates or by third parties who have licensed their materials to us and are protected by copyright laws of Dover Delaware The compilation (meaning the collection, arrangement, and assembly) of all Contents on this Website is the exclusive property of our company and is also protected by Copyright laws of the Dover Delaware.
   4. We have the right to remove the Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In Websiteropriate circumstances, we will also terminate a user’s account if we determine that the user is a repeat infringer.

If you believe in good faith that any material used or displayed on or through our Website infringes your copyright, you (or your agent) may send us a notice at support@learnme.live requesting that the material be removed, or access to it blocked,

* 1. please provide us with the following information:

1. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
2. identification of the copyrighted work claimed to have been infringed;
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 us to locate the material;
4. Your contact information, including your address, telephone number and an email address; a statement by you 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
5. a statement that the information in the notification is accurate, and that You are authorized to act on behalf of the copyright owner.
   1. You should assume that everything that you see or read on this Website is copyrighted unless otherwise noted and may not be copied, reproduced, distributed, modified, published, downloaded, posted, or transmitted in any way, without the prior written consent of our Website or other copyright owner, EXCEPT: You may print copies of the material for your personal, noncommercial use only, provided that you do not delete or change any copyright, trademark, or other proprietary notices. Unless otherwise indicated, all marks displayed on our Website are subject to the trademark rights of our Website, including our name and Logo, corporate logos and emblems. Modifying, distributing or using for any purpose the material in any of our Website which is copyrighted or otherwise protected under intellectual property laws directly violates our intellectual property rights. The material contained in this Website is copyrighted, is protected by worldwide copyright laws and treaty provisions, and is provided for lawful purposes only.
6. **INDEMNITY:**

Users agree to defend, indemnify and hold harmless our Website, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to our Website or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under this User Agreement or arising out of your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

1. **TERMINATION:**
   1. We may, at any time and without notice, suspend, cancel, or terminate your right to use the Website (or any portion of the Website). In the event of suspension, cancellation, or termination, you are no longer authorized to access the part of the Website affected by such suspension, cancellation, or termination. In the event of any suspension, cancellation, or termination, the restrictions imposed on you with respect to material downloaded from the Website, and the disclaimers and limitations of liabilities set forth in the Agreement, shall survive.
   2. Without limiting the foregoing, we may close, suspend or limit your access to your Account:
2. if we determine that you have breached, or are acting in breach of, this User Agreement;
3. if we determine that you have breached legal liabilities (actual or potential), including infringing someone else's Intellectual Property Rights;
4. if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;
5. you do not respond to account verification requests;
6. to manage any risk of loss to us, a User, or any other person; or
7. For other similar reasons.
   1. If we close your Account due to your breach of this User Agreement, you may also become liable for fees in an amount as ascertained by the Website.
   2. In the event that we close your Account, you will have no claim whatsoever against us in respect of any such suspension or termination of your Account.
8. **GOVERNING LAW AND JURISDICTION:**
   1. This Agreement shall be governed by and construed in accordance with the laws of Dover Delaware, without regard to its choice of law principles.
   2. The parties consent to exclusive jurisdiction and venue in the courts sitting in Dover Delaware.
9. **RESOLUTION OF DISPUTES:**
   1. **DISPUTE BETWEEN YOU AND US:**
10. In the interest of resolving disputes between you and us in the most expedient and cost effective manner, you and we agree that any and all disputes arising in connection with the Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of the Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of the Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
11. The language used in Arbitration shall be English and the award of the arbitration shall be binding on both, you and us.
    1. **DISPUTE BETWEEN USERS ON THE WEBSITE**
12. If there is a dispute between users on this site, we or our Website shall be under no obligation to become involved. In the event that You have a dispute with one or more Users in regard to anything be it transactions, disagreement as to price, listing, service, etc. You hereby release us and our officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service.
13. **DISCLAIMER:**
    1. The Website is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the download and use of the Website.
    2. We make no warranty that the Services or Website will meet your requirements or that the Services or your access to the Website will be uninterrupted, timely, accurate or reliable; nor do we make any warranty as to any information that may be obtained through the Services or Website. In case there is any defect in any software being used for the provision of the Services, we do not make any warranty that defects in such software will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through use of the Services or Website is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material or data.
    3. The Website provides content from other Websites/Internet sites or resources and while our Website tries to ensure that material included on the Website is correct, reputable and of high quality, it shall not accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. This disclaimer constitutes an essential part of this User Agreement. In addition, to the extent permitted by applicable law, we are not liable, and you agree not to hold Company responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:
14. Your use of or your inability to use our Website, Services and tools;
15. Delays or disruptions in our Website, Services, or tools;
16. Viruses or other malicious software obtained by accessing our Website, Services, or tools or any site, Services, or tool linked to our Website, Services, or tools;
17. Glitches, bugs, errors, or inaccuracies of any kind in our Website, Services, and tools or in the information and graphics obtained from them;
18. The content, actions, or inactions of third parties, including items listed using our Website, services, or tools or the destruction of allegedly fake items;
19. A suspension or other action taken with respect to your account; and
    1. To the fullest extent permitted under applicable law, our Website or its suppliers shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Website, its services or this User Agreement.
    2. The Content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain specialist advice before taking, or refraining from, any action on the basis of the content on the Website.
    3. User understands and agrees that any information or material and/or goods or services obtained through the service is done at user's own discretion and risk and that user will be solely responsible for any damage resulting from any transaction.
    4. No advice or information, whether oral or written, obtained by user from us for free or through or from the service shall create any warranty not expressly stated herein.
    5. Users agree that we are only a venue wherein various services are listed and we cannot be held liable for any action or inaction of the Service Professionals listed on the website.
20. **PRIVACY:**

We respect the privacy of our users and take all possible measures to protect them. Our Privacy Policy has all the practices, measures and steps we have to protect your privacy.

1. **SECURITY:**
2. We have employed highest possible security measures to protect your data which is stored with us. While we take all possible measure steps, you must immediately notify us at support@learnme.live upon becoming aware of any unauthorized access, any illegal online activity or any other security breach pertaining to the Website, your Account or our Services and do everything under your control to mitigate the unauthorized access or security breach (including providing us the evidence and notifying Websiteropriate authorities). You are solely responsible for securing your password. We will not be liable for any loss or damage arising from unauthorized access of your account resulting from your failure to secure your password.
3. **EXPRESS RELEASE:**

You expressly hereby release and waive all claims against the Company, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of our Website. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

1. **USER AGREEMENT AS DEFENCE:**

The suits which are impliedly or specifically barred by this agreement shall be opposed by us by pleading this agreement.

**NOTICES:**

* 1. In your case, we will send you any notice at your provided email address (either during the registration process or when your email address changes). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to us. In such case, notice shall be deemed given three days after the date of mailing.

1. **OUR SERVICE AND GUARANTEES:**

Our Website reserves the right to modify or terminate the Website’s service for any reason, without notice, at any time. We also reserve the right to sell, alter, transfer or delegate our rights under this agreement to anyone without any prior notice to you. Our Website does not guarantee continuous, uninterrupted access to the Website, and operation of the Website may be interfered with by numerous factors outside our control.

1. **LINKS TO OTHER WEBSITES:**

Links to third party Websites on this Website are provided solely as a convenience to you. If you use these links, a new browser will be lodged to access linked Websites. We have not reviewed these third party Websites and do not control and are not responsible for any of these Websites or their content and their privacy policy and terms and conditions. If you decide to access any of the third party Websites linked to this Website, you do this entirely at your own risk.

1. **NO WAIVER IMPLIED:**

The failure of us to enforce at any time any of the provisions of these of Agreement, or the failure to require at any time performance by you of any of the provisions of these provisions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect our right to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of these provisions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

1. **SEVERABILITY:**

Each Term shall be deemed to be severable. If any Term or portion thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall in no way effect the validity or enforceability of any other Term.

1. **ASSIGNMENT:**
   1. You will not assign any rights or delegate any obligations under these Terms, in whole or in part, by operation of law or otherwise, without obtaining our prior written consent, which may be withheld in our sole discretion.
   2. We may assign our rights and delegate any of our obligations under these Terms, in whole or in part, without your consent. Any assignment or delegation in violation of the foregoing will be null and void. These Terms will be binding and inure to the benefit of each party’s permitted successors and assigns.
2. **FORCE MAJEURE:**
   1. We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to:
3. Acts of god;
4. Natural disasters;
5. Sabotage;
6. Accident;
7. Riot;
8. Shortage of supplies, equipment, and materials;
9. Strikes and lockouts;
10. Civil unrest;
11. Computer hacking; or
12. Malicious damage.
13. **MODIFICATION:**

The Terms and Conditions cannot be modified on an individual basis by any person affiliated, or claiming affiliation, with us. Nothing in this section will prevent us from modifying the terms of these Terms and Conditions and posting such modifications on our Website. We reserve the right, in our sole and exclusive discretion, to revise these terms and conditions at any time. All revisions shall be posted on this page. Since you are bound by all revisions made by us, you should review this page each time you connect to our Website. It is important that you fully read and understand the terms and conditions you are agreeing to be bound by, when you use this Website.

1. **COMMUNICATIONS:**
   1. Our Website’s team may send you information about offers, notices, letters and other communication to your email. You can ask us to refrain from sending you offers or promotional offers by sending us an email at [support@learnme.live](mailto:support@learnme.live), or by clicking the unsubscribe link in our emails sent to you.
   2. You consent to receive notices and information from us in respect of the Website and Services by electronic communication. You may withdraw this consent at any time, but if you do so we may choose to suspend or close your Account.
   3. By using our services, you are deemed to have executed this Agreement electronically; effective on the date you register your Account and start using our services. Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement.
   4. In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the Website, you give us permission to provide these records to you electronically instead of in paper form.
   5. By registering for an Account, you consent to electronically receive and access, via email, all records and notices for the services provided to you under this Agreement that we would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the Postal Service and other third-party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting at the Contact details provided on our Website. If you withdraw your consent to receive such records and notices electronically, we will terminate your access to the Services, and you will no longer be able to use the Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not Websitely to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.
   6. In order to ensure that we are able to provide records and notices to you electronically, you must notify us of any change in your email address by updating your Account information by contacting Support at [support@learnme.live](mailto:support@learnme.live).
2. **ENTIRE AGREEMENT:**

The Agreement, in connection with the other obligations, policies and rules detailed in writing on the Website, constitute the entire agreement between you and the Website.

1. **CONTACT US:**

For any further clarification of our Terms and Conditions, please write to us at [support@learnme.live](mailto:support@learnme.live).