**LearnLive User Agreement**

# 1. Welcome to LearnLive

This user agreement is a contract between you and Vibal Group, Inc. (“Vibal”), the owner and operator of LearnLive.ph (“LearnLive”, “the Website”), a company established in and by laws of the Philippines, governing your use of your LearnLive account and LearnLive services. If you are an individual, you must be a resident of the Philippines and at least 18 years old, or the age of majority in your country/region of residence to open a LearnLive account and use the LearnLive services. If you are a business, your relationship with LearnLive and Vibal and your use of this system shall be governed by a separate agreement.

By opening and using a LearnLive account, you agree to comply with all of the terms and conditions in this user agreement. You also agree to comply with the following policies and each of the other agreements that may apply to you, including:

1. Privacy Policy

2. Anti-Sexual and Child Harassment Policy

Please read carefully all of the terms and conditions of this user agreement, the terms of these policies and each of the other agreements that apply to you.

We may amend this user agreement and any of the policies listed above from time to time. The revised version will be effective at the time we post it on our website, unless otherwise noted. If our changes reduce your rights or increase your responsibilities, we will post a notice on the Policy Updates page of our website and provide you with at least fourteen (14) days’ notice. All future changes set out in the Policy Updates page already published on the Legal Agreements page at the time you register for the LearnLive services, are incorporated by reference into this user agreement and will take effect as specified in the Policy Update. By continuing to use our services after any changes to this under agreement or any other applicable terms, agreements, or policies listed above, you agree to abide and be bound by those changes.

If you do not agree with the revised terms and conditions, you must stop using the LearnLive services, deactivate your account, and terminate your relationship with us without cost or penalty. This user agreement will still apply to your account after updating of terms, and despite account deactivation .

2. Opening an Account

If you open a Teacher account with LearnLive you will be able to do the following things:

a. Post tutorial advertisements in the LearnLive platform

b. Accept bookings for these tutorial advertisements

c. Receive payments for these bookings

e. Communicate with students who book your tutorial services

You are responsible for maintaining adequate security and control of and all IDs, passwords, personal identification numbers, or any other codes that you use to access your LearnLive account and the LearnLive services.

In order to open and maintain a LearnLive account, you must list your correct residence and provide us with correct and updated account information, including but not limited to personal information, financial information, or other information related to you or your business.

You must keep current your mailing address, email address, and other contact information in your LearnLive account profile.

In order to use the full LearnLive Account, your account will undergo a verification process in order for Vibal to establish your identity and ascertain your qualifications. Upon verification, Vibal will screen your account registration, review your submitted document/s, and direct you to attend a virtual orientation seminar. Only verified accounts may post an advertisement, receive bookings, and accept payments.

# 3. Closing Your LearnLive Account

You may close your account and terminate your relationship with us at any time without cost or penalty, but you will remain liable for all obligations related to your LearnLive account even after your account is closed. When you deactivate your LearnLive Account, we will cancel any scheduled or incomplete bookings or transactions. Your remaining LearnLive credits will be transferred to your preferred Payment Method within one hundred eighty days (180 days). ou may not be permitted to deactivate your LearnLive account, under the following circumstances:

a. to evade an investigation;

b. if you have a pending transaction or an open dispute or claim;

c. if your LearnLive account is subject to a hold; or,

d. if you have negative LearnLive Credits.

# 4. Your LearnLive Credits

Your LearnLive account will entitle you to LearnLive Credits. Your LearnLive Credits refer to the total monetary amount from transactions that you receive when your students pay you for your tutorial services. Your LearnLive Credits represent an unsecured claim against LearnLive. LearnLive and Vibal combine your credits with other users and use such funds in order to maintain the operation of LearnLive. LearnLive and Vibal will hold these credits separate from Vibal’s corporate funds and Vibal will neither use these funds for its operating expenses or any other corporate purposes, nor will it voluntarily make these funds available to creditors in the event of bankruptcy. You will not receive interest or other earnings from the amount you have in your LearnLive Credits . You agree that Vibal shall receive the interest or other earnings and you agree to assign any rights to any interest derived from your funds in LearnLive.

There are two ways for you to receive your LearnLive Credits through your preferred payment method, including:

a. Through your payroll, see section xx below; or,

b. By closing your account, see section 3 above.

You agree that these are the only methods for you to receive your LearnLive Credits in your preferred payment method and that Vibal has no obligation to accede to other modes of payment aside from these methods.

# 5. Receiving Payments, LearnLive Fees, and Government-Mandated Fees

You will receive your payments as LearnLive Credits based on the proceeds of your bookings. The LearnLive Credits you will receive per transaction will be net of the following charges:

a. Value Added Tax of 12%; and,

b. LearnLive Fees which is a percentage set by Vibal, initially at xx% of the total Gross Price less value-added tax.

LearnLive Fees are subject to change but Vibal will notify you fourteen (14) days before any changes. LearnLive Fees are standard across all teacher accounts.

# 6. Payment Holds

LearnLive may take account-level or transaction-level actions to preserve the caliber of our services and to safeguard both LearnLive and the safety and security of our network of students and teachers that use LearnLive. Unless otherwise specified, if we take any of the activities outlined below, we will notify you in advance, but we maintain the only authority to do so.

In order to facilitate LearnLive’s actions described below, you agree to cooperate with LearnLive’s reasonable requests for information and other documentation in a timely fashion.

Our decision about payment holds may be based on confidential criteria that are important to our management and for the protection of LearnLive, our customers, and/or service providers. LearnLive has several ways to implement holds on your payment before it becomes available as LearnLive Credits. We enumerate these ways below.

## 6.a. Hold on receiving payments

Whenever you receive payments as proceeds from your bookings, the net payment will be held temporarily. This hold will be lifted if one of these conditions are met:

a. If the student confirms your attendance on the booking, the payment hold will be lifted immediately after such confirmation; or,

b. Seven (7) days from the date of your booking.

The hold period may change from time to time depending on what Vibal determines to be a reasonable hold period at that point, but Vibal will notify you of any changes in the hold period.

## 6.b Hold on disputed payments

Whenever a student of yours decides to dispute a transaction, the amount corresponding to such transaction will be placed on hold and such amount will be temporarily deducted from your LearnLive Credits. This hold will be lifted if the dispute is resolved to your favor. If the dispute is resolved against your favor, the amount will be reverted back to your client.

## 6.c Account Level Holds

LearnLive performs frequent reviews of the accounts and will implement proprietary technology and mechanisms in order to ensure that the entire network is secure from any form of fraud or fraudulent transaction. If LearnLive finds a reasonable belief that your account may be involved in any fraudulent activities, you agree that LearnLive may put a hold on the account’s LearnLive Credits for a period of at most one hundred eighty (180) days.

LearnLive will also put a hold on your account if we suspect that someone could be using your LearnLive account without your knowledge, or if we have a reasonable belief that you have breached this agreement.

If we place account-level holds in your LearnLive account, we will send you a notice of our actions and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate.

You will need to resolve any issues with your account before a hold can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect LearnLive, our users, a third party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks, and any other liability.

# 7. Payroll and Payslips

In order for you to access your LearnLive Credits and transfer them to your Preferred Payment Method, LearnLive will regularly disburse these LearnLive Credits to your preferred payment on a definite time interval. LearnLive will also make available your payslips which shall reflect a detailed breakdown of all payments received and any adjustments that may be declared within the covered pay period.

Depending on circumstances, LearnLive reserves the right to change the pay period. Such change will be effective after giving you a notice of fourteen (14) days.

You agree that LearnLive shall treat you as a freelance agent and that there is no employee-employer relationship between you and Vibal. As such, LearnLive shall deduct to each payroll 10% of the total payable amount as expanded withholding tax pursuant to prevailing tax laws and regulation. In return, LearnLive and Vibal shall provide you the corresponding BIR form 2307 for such withholding tax. Such form shall be made available to you in a downloadable format on your LearnLive account.

# 8. Payroll Disputes

LearnLive shall allow you to file payroll disputes on any item on your payroll but the filing of such payroll disputes is limited only up to the next payroll dispute. No payroll dispute may be filed for payroll items older than one payroll cycle prior to the current payroll. LearnLive will endeavor to provide you with a resolution to your dispute within one payroll cycle. Any adjustments arising from payroll disputes will appear in the payslip immediately succeeding the resolution of the dispute.

# 9. Student Disputes

As described in Section 6.b above, your students may file a dispute for charges arising from your bookings. These disputes will only be related to whether or not the booking has been successfully attended by yourself and the service required has been fully rendered. When a student files a dispute, you agree that LearnLive will put the amount related to that transaction on a temporary hold pending the resolution of such dispute. LearnLive will endeavor to resolve this dispute within seven (7) days from filing and you agree to cooperate with LearnLive’s reasonable requests for information or documentation.

# 10. LearnLive’s Rights

10.a LearnLive and Vibal–in its sole discretion–reserves the right to suspend or terminate this user agreement; access to or use of its websites, software, systems (including any networks and servers used to provide any of the LearnLive services) operated by us or on behalf or some or all of the LearnLive services, for any reason and at any time upon notice to you and upon termination of this user agreement, as well as the payment to you of any unrestricted funds held in your LearnLive Credits.

10.b. As security for the performance of your obligations under this user agreement, you grant LearnLive a lien on, and security in and to, your LearnLive Credits in the possession of LearnLive.

10.c. If your LearnLive Credits become negative for any reason, that negative balance represents an amount that you owe to LearnLive. LearnLive may set off these amounts from funds that are subsequently added to your LearnLive Credits from payments you receive. If you have more than one LearnLive account, we may set off a negative balance in one LearnLive account against a balance in your other LearnLive accounts. If you continue using LearnLive when it has a negative balance, you authorize LearnLive to combine the negative balance with any debit or to deduct that negative balance from future payments you receive.

10.d Our failure to act with respect to a breach of any of your obligation under this user agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

# 11. Vouchers and Promos

LearnLive and Vibal have the right to issue Voucher Codes as part of its promotional and marketing campaign. Voucher Codes issued to students have a validity period for them to use. In cases when a student uses a voucher code, you would still receive the full rate per session.

# 12. Indemnification and Limitation of Liability

In this section, we use the terms “LearnLive” or “Vibal” to refer to Vibal Group, Inc. and our affiliates, and each of their respective directors, officers, employees, agents, service providers, and suppliers. Our affiliates include such entities that we control, that hold control over us, or we are under common control with.

12.a You must indemnify LearnLive or Vibal for actions related to your LearnLive account and your use of the LearnLive services. You agree to defend, indemnify and hold LearnLive and Vibal from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of your breach of this user agreement, your improper use of the LearnLive services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permission to use your LearnLive account or access our websites, software, systems (including any networks and servers used to provide any of the LearnLive services) operated by us or on our behalf, or any of the LearnLive services on your behalf.

12.b. LearnLive’s liability is limited with respect to your LearnLive account and use of the LearnLive services. In no event shall LearnLive be liable for lost profits or any special, incidental, or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software systems (including any networks and servers used to provide any of the LearnLive services) operated by us or on our behalf, any of the LearnLive services, or this user agreement (however arising, including negligence), unless to the extent prohibited by law.

12.c Our liability to you or any third party in any circumstance is limited to the actual amount of direct damages. In addition to the extent permitted by applicable law, LearnLive or Vibal is not liable, and you agree not to hold LearnLive or Vibal responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, reputation, profits, or other intangible losses or any special, indirect , or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software, systems operated by us or on our behalf (including any networks and servers used to provide any of the LearnLive services) or any of the LearnLive services; (2) delays or disruption in our websites, software, systems operated by us or on our behalf (including any networks and servers used to provide any of the LearnLive services), and any of the LearnLive services; (3) viruses or other malicious software obtained by accessing our websites, software, systems operated by us or on behalf (including any networks and servers used to provide any of the LearnLive services), any of the LearnLive services, or any website or service linked to our websites; (4) glitches, bugs, errors, or inaccuracies of any kind on our websites, software, systems operated by us or on our behalf (including any networks and servers used to provide any of the LearnLive services), any of the LearnLive services, or in the information and graphics obtained from them; (5) the need to modify your practice, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or LearnLive’s policies.

# 13. Disclaimer of Warranty and Release

13.a. LearnLive services are provided "as-is" and without any representation or warranty, whether express, implied, or statutory. LearnLive specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement.

13.b. If you have a dispute with any other LearnLive account holder, you release LearnLive from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

# 14. Your use of personal data. Data protection laws

If you (as a service provider) receive personal data about another LearnLive customer, you must keep such personal data confidential and only use it in connection with the LearnLive services. You may not disclose or distribute any personal data about LearnLive customers to a third party or use such personal data for marketing purposes unless you receive that customer's express consent to do so. You may not send unsolicited emails to a LearnLive customer or use the LearnLive services to collect payments to send, or assist in sending, unsolicited emails to third parties.

To the extent that you process any personal data about a LearnLive customer pursuant to this user agreement, you and LearnLive shall each be an independent data controller (and not joint controllers), meaning we will each separately determine the purposes and means of processing such personal data. We each agree to comply with the requirements of any applicable privacy and data protection laws, including any applicable regulations, directives, codes of practice, and regulatory requirements applicable to data controllers in connection with this user agreement. We each also have and will follow our own, independently-determined privacy statements, notices, policies, and procedures for any such personal data that we process in connection with this user agreement.

In complying with the applicable data protection laws, we will each:

* implement and maintain all appropriate security measures in relation to the processing of personal data;
* maintain a record of all processing activities carried out under this user agreement; and
* not knowingly or intentionally do anything, or knowingly or intentionally permit anything to be done, which might lead to a breach by the other party of the applicable data protection laws.

Any personal data you collect in connection with the LearnLive services (and not otherwise generated, collected, or obtained by you through a customer’s separate relationship with you outside the use of the LearnLive services) will be used by you only to the limited extent that is necessary and relevant to the LearnLive services and for no other purpose unless you have obtained the prior express consent of the customer.

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