**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

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 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 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, close your account, and terminate your relationship with us without cost or penalty. This user agreement will continue to apply to your previous use of our services.

2. Opening an Account

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

a. Book, rebook, or cancel tutorial services from freelance agents (Teachers)

b. Make payments for such services

c. Receive refunds for canceled services and disputed services, if any.

e. Communicate with teachers who you booked tutorial services with.

If you open an account as a student you warrant that you have the full authority to open a LearnLive account. If you are under 18 years of age, you will be required to provide information about your legal guardian. Your legal guardian also agrees with the terms of this user agreement.

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

# 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 the LearnLive account is closed. When you close 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). In certain cases, you may not close your LearnLive account, under the following conditions:

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. you have a 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 is only one option for you to receive your LearnLive Credits in your preferred payment method:

a. 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 any demands of payment aside from these methods.

# 5. Topping Up for LearnLive Credits

You may top up your LearnLive Credits, in any denomination, by paying through LearnLive’s preferred payment method, including:

1. Paymongo

You agree that this is the only method for you to top up your LearnLive Credits and that Vibal has no obligation to top up your credits aside from this declared payment option.

# 6. Disputes, Refunds, and Payment Holds

You are allowed to file a dispute related to a specific transaction. The dispute shall only be related whether or not the booking has been successfully attended by the tutor and if the services required have been fully rendered. When a dispute has been filed, the amount corresponding to such a transaction shall be placed on hold and will be temporarily deducted from your LearnLive Credits. If the dispute is resolved to your favor, the amount will be reverted to your LearnLive Credit. If a voucher code was used for the said transaction, you will be issued a new voucher code to use. If the dispute is resolved against your favor, payment for your tutor’s services will push through.

LearnLive shall endeavor to resolve disputes within seven (7) days from filing and you agree to cooperate with LearnLive’s reasonable requests for information or documentation.

# 6. LearnLive’s Rights

6.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.

6.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.

6.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 send for booking a teacher. 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 deduct that negative balance from future payments.

6.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.

7. Vouchers and Promos

LearnLive and Vibal have the right to issue voucher codes as part of its promotional and marketing campaign. Voucher codes shall correspond to a specific amount that you can use as payment for any sessions. A voucher code can only be used once and shall be used within the validity period set by LearnLive or Vibal. However, you may use multiple voucher codes to book a session. Voucher codes and their equivalent value are not convertible to cash. In sessions where the corresponding value of the voucher code exceeds the session rate, you agree that the difference is non-refundable and that the whole amount shall be considered as full payment for the booked session.

# 8. 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.

8.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.

8.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.

8.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.

# 9. Disclaimer of Warranty and Release

9.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.

9.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.

# 10. 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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