

Terms of Service

1. Subject and Scope

1.1

Never Bored Learning websites and related services are operated by Lukas Carvajal ("Lukas Carvajal," "us," or "we").

1.2

Your use of the services is subject to the following terms and conditions.

1.3

By accessing or using any part of the services, you accept the application of these terms and conditions.

1.4

Lukas Carvajal may amend, change, or update these terms and conditions. If Lukas Carvajal does not obtain your specific consent for any revisions of its terms and conditions, you will be notified at least seven days before the effective date of the updated terms and conditions.

1.5

Any revisions to the terms and conditions will become effective the earlier of either the end of the seven-day period or the first time you access or use the services after such revisions.

1.6

If you reject the revisions, you may not be able to continue to access or use the services from the effective date of the updated terms and conditions, if providing the services under the scope of the current terms and conditions is not possible or unreasonable for Lukas Carvajal.

2. Services and Rights

2.1

The services allow you to gather resources online using ai.

2.2

The scope of the services may depend on the type of account, subscription, or trial you have.

2.3

Subject to these terms and conditions, Lukas Carvajal grants you a non-exclusive and non-transferable license to download, install, and use a copy of the apps and websites on a compatible device in your control or ownership.

2.4

All content available through the services, including audio, designs, graphics, images, information, software, text, and other files as well as their arrangement and selection are the proprietary property of Lukas Carvajal or its licensors. You may not copy, distribute, display, download, post, reproduce, republish, scrape, sell, or transmit, in any form or by any means, in whole or in part, other than as expressly permitted in these terms and conditions.

2.5

“Lukas Carvajal” and all other trademarks, service marks, graphics, and logos used in connection with the services are trademarks or service marks of Lukas Carvajal or their respective owners. Access or use of the services does not grant or provide you with the right or license to reproduce or otherwise use Lukas Carvajal trademarks, service marks, graphics, and logos.

2.6

You may not derive or attempt to derive the source code of any part of the services, permit any third party to derive or attempt to derive such source code, or decompile, disassemble, reverse engineer, or translate the services or any part thereof. Lukas Carvajal and its licensors own and shall retain all intellectual property rights and other rights in and to the services and any changes, modifications, or corrections thereto.

2.7

You represent and warrant that your access and use of the service is in accordance with these terms and conditions and all applicable laws, rules, and regulations of The United States of America and any other relevant jurisdiction.

2.8

Lukas Carvajal may change, update, suspend, make improvements to, or discontinue any aspects of the services.

3. Account

3.1

To access and use parts of the services, you are required to register, i.e., create an account.

3.2

You may use your email address along with a self-determined password or a single sign-on application provided by third parties such as Apple, Facebook, or Google to create an account.

3.3

You are required to maintain the confidentiality of your password and other information related to the security of your account.

3.4

You agree to provide accurate, complete, and current information about you as requested by Lukas Carvajal.

3.5

To create an account, you are required to be at least eighteen years of age. If you are at least fourteen years of age, you are allowed to register an account with consent of your statutory agents. Lukas Carvajal has the right to make its services subject to appropriate proof of identity or consent of your statutory agents.

4. Content

4.1

By creating, storing, or submitting any images, information, reviews, source code, text, translations, or other materials through the services, you grant Lukas Carvajal an irrevocable, non-exclusive, perpetual, royalty-free, transferable, and worldwide license to copy, create derivative works from, display, distribute, excerpt, reformat, reuse, and translate such content for providing the services as well as personalizing your experience of and promoting the services and you acknowledge that you cannot terminate this license after creating, storing, or submitting the content.

4.2

You are responsible for the content you create, store, or submit and represent that you own or have the necessary legal rights for the content to be used by you through the services.

4.3

You warrant that you will not create, store, submit, or otherwise provide on or through the service any content that

is abusive, harassing, hateful, offensive, threatening, or otherwise violates any law or infringes upon the rights of any third party (including copyright, privacy, publicity, trademark, or other personal or proprietary rights);
in Lukas Carvajal's sole discretion, is explicit or objectionable, damages, exploits, or otherwise impairs the services in any way; or
may expose Lukas Carvajal or any third party to harm or liabilities of any kind.

4.4

Lukas Carvajal monitors content created and stored through the services and reserves the right to remove any content that is considered inappropriate.

4.5

Lukas Carvajal also reserves the right to terminate your access to the service at any time, particularly for violations of these terms.

5. Subscription

5.1

Lukas Carvajal offers automatically renewable subscriptions ("subscriptions") at different tiers ("subscription tiers") for a variety of periods ("subscription periods").

5.2

Subscriptions enable you to access and use an extended scope of the services for the subscription period. The extended scope of the services depends on the subscription tier.

5.3

To enter into a subscription through the websites, you are required to choose a subscription period on the websites, provide your credit card or similar payment information, and confirm your subscription, upon which you will receive a receipt via email.

5.4

To enter into a subscription through the apps ("in-app subscription"), you are required to choose a subscription period within the apps and confirm your subscription, upon which you will receive a receipt via email. In-app subscriptions use the in-app purchase functionality of third-party app stores ("app stores"); the App Store on iOS and Google Play on Android.

5.5

A subscription will be active for the subscription period selected at the time of purchase and will automatically renew unless terminated at least twenty-four hours before the expiration of the subscription period. Upon renewal, the subscription period will be extended by an additional equivalent subscription period.

6. Trials

6.1

Lukas Carvajal may occasionally offer you access and use of an extended scope of the services for trial purposes ("trials") for a variety of periods ("trial periods").

6.2

Lukas Carvajal may, in its sole discretion, determine your eligibility for a trial and suspend or discontinue trials at any time.

6.3

To start a trial, you may be required to provide your credit card information on the websites or use the in-app trial functionality of the app stores within the apps and confirm your trial.

6.4

Your trial may convert into a subscription after the trial period. In such a case, the subscription period will be part of the information provided in the trial offer.

6.5

To prevent a trial from converting into a subscription, you may terminate the trial within the trial period on the websites or within the app stores, depending on how you entered into the trial.

7. Promotional Codes

7.1

Lukas Carvajal may occasionally offer you promotional codes to purchase subscriptions for various subscription periods at a discount ("promotional codes").

7.2

Lukas Carvajal may, in its sole discretion, determine your eligibility for a promotional code and suspend or discontinue promotional codes at any time.

7.3

Codes cannot be redeemed for cash, refunded, exchanged, or used for other purchases than stipulated in the offer.

7.4

Specific provisions relating to the promotional code may apply in addition to these terms and conditions. If these provisions stipulate a period of validity, the discount only applies for the subscription period.

8. Revocation

8.1

If you have purchased a subscription or other services subject to charges on the websites as a consumer, you have the right to revoke this contract within fourteen days without the need to specify reasons.

8.2

This revocation right will exist for a period of fourteen days from the day of the purchase.

8.3

To exercise your revocation right, you are required to notify Lukas Carvajal at lukascarvajal@gmail.com using an explicit statement regarding your decision to revoke the contract ("revocation notification").

8.4

Dispatch of the revocation notification before the revocation period expires is sufficient to meet the revocation deadline.

Consequences of Revocation

If you revoke this contract, Lukas Carvajal will refund your purchase by no later than fourteen days from the day of receipt of the revocation notification using the same payment method for the refund that you have used for the original transaction, unless a deviating method has been stipulated with you.

Revocation Notification Template

If you wish to revoke the contract, please complete and return the following form to lukascarvajal@gmail.com:

I hereby revoke the contract concluded by me regarding the performance of the following service:

Ordered on:

Name:

Address:

Signature (if provided on paper):

Date:

9. Payments

9.1

The conclusion of a subscription is subject to payment ("payment obligation"), due at the beginning of the subscription.

9.2

If you have entered into a subscription on the websites, payment will be made using the credit card or similar payment information you provided upon the conclusion of your subscription.

9.3

Your payment obligation will renew together with your subscription.

10. Termination

10.1

You can terminate the services at any time by deleting your account in your account settings on the websites.

10.2

You can terminate a subscription you have purchased on the websites in your account settings on the websites.

10.3

Termination of a subscription will become effective the day after the last day of the subscription period.

10.4

Upon reentering into a subscription, you regain the ability to use the extended scope of the services.

11. Limitation on Types of Damages and Liability

11.1

Lukas Carvajal disqualifies any claims for damages coming from you, except claims for damages arising from fatal injuries, health damage, physical injuries, or from the breach of essential contractual obligations (cardinal obligations), as well as liability for other damages that are based on an intentional or grossly negligent breach of duty by Lukas Carvajal, its legal representatives or affiliates. Essential contractual obligations are those the fulfillment of which enables the proper execution of the Agreement in the first place and on the fulfillment of which you can trust.

11.2

In the event of a breach of essential contractual obligations, Lukas Carvajal is only liable for the contractual and typically foreseeable damages if these were caused by slight negligence unless damages from fatal injuries, health damage, or physical injuries are involved.

11.3

These restrictions also apply to breaches of duty by Lukas Carvajal affiliates and legal representatives in case claims are made directly against them.

12. Privacy

12.1

Your use of the services is also governed by a Privacy Policy (<https://never-bored-learning.vercel.app/privacy>). By using the services, you consent to the terms of the Privacy Policy.

13. Miscellaneous

13.1

If any provision of these terms and conditions is invalid, the remainder of the agreement remains valid, and statutory regulations take effect over the invalid provisions.

13.2

The laws of The United States apply, excluding the United Nations Convention on the International Sale of Goods (CISG). Statutory provisions (especially consumer protection provisions), as legally required by your country of residence, remain unaffected.

13.3

The exclusive place of jurisdiction for disputes, directly or indirectly resulting from the contractual relationship, is the respective court at Lukas Carvajal's registered seat of business if you are a business, a legal entity of public law, a special public fund, or have no general place of jurisdiction within The United States or relocated your residence/business seat after application of these terms abroad and outside The United States.

These terms and conditions were last modified on July 32, 2024.

Privacy Policy

1. General

1.1

This policy provides transparency about how Lukas Carvajal ("Lukas Carvajal," "us," or "we") collects, receives, processes, uses, discloses, or shares your information. When you use our apps, websites, or other services or otherwise form a relationship with us, we may obtain data from you or your devices.

1.2

We want to show you that we handle your personal information confidentially and responsibly and that any processing of your personal information happens in compliance with the General Data Protection Regulation ("GDPR") as well as local information privacy laws such as the California Consumer Privacy Act ("CCPA").

1.3

To avoid unauthorized access to your personal data and generally secure such data, we use encrypted transmission and encrypted storage. Those safety measures are constantly revised to comply with the latest technological developments.

1.4

We may update our privacy policy to reflect changes to our information practices. If we do this and the changes are material, we will post a notice that we have made changes to this privacy policy on the Websites for at least seven days after the changes are made, ask for your consent, and indicate the date these terms were last revised at the bottom of the privacy policy. Any revisions to this privacy policy will become effective the earlier of either (i) the end of that seven-day period or (ii) the first time you access or use the Services after any such changes.

2. Information we collect

When you register for, access, or use the Services, we process certain of your personal information ("Data" or "Information").

2.1

If you visit the Websites, we process only Data that your browser communicates to our servers. We collect the following Data, which is necessary for us in order to display the Website correctly and guarantee the necessary stability and safety:

- IP address;
- date and time stamp;
- time difference to GMT;
- requested site;
- access status/HTTP status code;
- transmitted data volume;
- site from which the request was sent;
- browser;
- operating system and interface; and
- language and version of the browser.

2.2

Depending on your choice of registration, we process the following Data:

Lukas Carvajal:

- email address and full name.

Apple single sign-on application:

- email address and full name (unless hidden)
- language, country, time zone;
- devices, browser, IP address;

Facebook single sign-on application:

- email address, full name, gender, age range;
- language, country, time zone;
- devices, browser, IP address;
- third-party ID; and
- profile picture, cover picture.

Google single sign-on application:

email address, full name, gender;
language, country, time zone;
IP address; and
profile picture.

2.3

When you make purchases in the Services, we process the following Data:

country, postal address, region; and
account information, credit card information.

2.4

When you use the Services, we process the following Data:

when you launch, sign up to, log into, and log out of the Services;
your purchases within the Services;
the topics you gather learning materials for; and
how you navigate the Services.

3. Use of Information

3.1

The processing of Data pursues the following purposes ("Purposes"):

providing the Services;
customer relationship management (e.g. support);
marketing for our products (newsletters, push notifications);
personalizing your experience of the Services;
research and development;
communicating with you about the Services;
improve engagement with, market, and promote the Services;
ensuring safety and security; and
protecting our legitimate business interests and legal rights.

3.2

The lawfulness of processing (para. 6 GDPR) stems from

the consent pursuant para. 1 subpara. a GDPR upon registration;
the necessity for the performance of contract fulfillment pursuant para 1 subpara. b
GDPR, as your Data is needed for a satisfactory use of the Services; and/or
the necessity for the purposes of the legitimate interests pursued by us or a third party.

4. Information we share

4.1

We transmit Data to third parties only as necessary for the Purposes, due to a request from a national authority, a court ruling, or if you have consented beforehand.

4.2

We carefully select third parties, especially concerning the suitability of the organizational and technical measures taken by them. In each case, we take all reasonable measures to ensure your Data is protected, including appropriate data processing agreements.

Facebook Inc., 1601 South California Ave, Palo Alto, CA 94304, USA ("Facebook");
Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA ("Google");
Posthog Inc., 2261 Market Street #4008, San Francisco, CA 94114;
Stripe Inc., 185 Berry St, Suite 550, San Francisco, CA 94107, USA;

5. Updating or deleting Information

5.1

We store your Data as long as you are a registered user of the Services. Where we retain information for Service improvement and development during your usage, we take steps to eliminate information that directly identifies you, and we only use the information to uncover collective insights about using our Services, not to analyze personal details about you.

5.2

After you have deleted your account, we only store Data if it is legally necessary (because of warranty, limitation, or retention periods) or otherwise required.

5.3

Data will be deleted if you (a) revoke your consent to the storage, (b) Data is not needed to fulfill the user contract concerning the Services anymore, or (c) the storage is or becomes legally impermissible. A deletion request does not affect Data, if the storage is legally necessary, such as for accounting purposes.

6. Rights

6.1

To exercise the rights defined in para. 6.2 to 6.8, please send a request via email to lukascarvajal@gmail.com.

6.2

You can revoke the consent for future data processing at any time. However, this does not affect the lawfulness of Data processing based on the consent before the revocation. Should the processing of Data be lawful due to another reason stated in para. 4.2, we may continue to process your Data on these grounds.

6.3

You have the right to obtain (i) confirmation as to whether or not we are processing your Data and, if so, (ii) more specific information on the Data. The more specific information concerns, among others, processing purposes, categories of Data, potential recipients, or the duration of storage.

6.4

You have the right to obtain from us the rectification of inaccurate Data concerning you. In case the Data processed by us is not correct, we will rectify these without undue delay and inform you of this rectification.

6.5

If you do not want us to process your data any further, please send a request via email to lukascarvajal@gmail.com. We will erase your Data immediately and inform you of this process. Should mandatory provisions of law prevent such erasure, we will inform you without undue delay thereof.

6.6

You have the right to obtain from us a restriction of processing of your Data in the following cases:

You make an inquiry pursuant para. 7.4, if you so request;
you are of the opinion that the processing of your Data is unlawful, but are opposed to an erasure of Data;
you still require the Data for the establishment, exercise, or defense of legal claims; or
you have objected to the processing pursuant para. 7.8.

6.7

You have the right to (i) receive your Data in a structured, commonly used, and machine-readable format and (ii) transmit such Data to another controller without hindrance from us.

6.8

You have the right to object at any time to the processing of Data based on our legitimate interests, including profiling and direct marketing purposes.

6.9

You have the right to lodge a complaint with a supervisory authority if you think that the processing of Data infringes applicable law, especially the GDPR.

7. Cookies

7.1

The Websites may use cookies, which are text files created on your device and/or stored by your browser. Cookies can, for example, be used to manage advertisements or facilitate navigation on a webpage.

7.2

You may be able to change the preferences on your browser or device to prevent or limit your device's acceptance of cookies, but this may prevent you from taking advantage of some of the features.

7.3

We have broken up our cookies into categories to help you understand what they do:

Essential/Necessary: These cookies are required to use our services. For example, they are necessary to access and use the core functionalities of our Websites.

Functionality, Preferences, and Performance: These cookies track information about you to make using our Websites easier. For example, we may retain information such as your login status and viewing preferences. These cookies also track how you interact with our Websites. For example, these cookies let us know which pages on our Websites have high loading times. We use this information to make improvements to your experience.

Analytics, Marketing, and Statistics: These cookies help us create targeted advertising experiences for and on our Websites.

8. Contact

8.1

We are acting as the controller for the data processing within the meaning of the GDPR.

8.2

To understand more about the privacy policy, access your personal information, ask questions about our privacy practices, or issue a complaint, contact our data protection officer within the meaning of the GDPR at lukascarvajal@gmail.com.

This privacy policy was last modified on July 31, 2024.