



LX Library

Terms of Service Agreement

This Terms of Service Agreement (hereinafter referred to as the "Agreement") is a binding legal contract between you (hereinafter referred to as "User") and LX Library (Pty) Ltd (hereinafter referred to as "LX Library," "we," "us," or "our"). This Agreement governs the access and use of the LX Library platform (the "Service"). By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions set forth herein.

1. Definitions

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

1.1. "User"

refers to any individual or entity that accesses, browses, or uses the Service in any manner.

1.2. "Service"

refers to the LX Library platform, including all content, features, and functionalities offered by LX Library, whether accessed via the website or through any other means.

1.3. “Content”

includes but is not limited to text, images, logos, graphics, video, audio, software, and data made available on the Service.

1.4. ”AI”

means ‘Artificial Intelligence’, which consists of advanced machine learning algorithms characterized by autonomous decision-making and human-like cognition;

2. Acceptance of Terms

2.1. Acceptance of this Agreement

By accessing or using the Service, User expressly acknowledges and agrees to be bound by the terms of this Agreement. If User does not agree with any term or condition of this Agreement, User shall immediately cease use of the Service.

2.2. Amendments

LX Library reserves the right to modify or amend this Agreement at any time. Any amendments or modifications shall be effective immediately upon being posted on the Service. Continued use of the Service by User after any such modification constitutes acceptance of the revised Agreement.

3. Grant of License

3.1. License Grant

Subject to the terms and conditions set forth in this Agreement, LX Library grants User a limited, non-exclusive, non-transferable, and revocable license to access and use the Service for personal and non-commercial purposes.

3.2. Restrictions on Use

User shall not, and shall not permit others to:

1. Copy, modify, distribute, or create derivative works of the Service or any Content therein;
2. Reverse engineer, decompile, or disassemble any part of the Service;
3. Use the Service for any unlawful or prohibited purpose under applicable laws or regulations;
4. Circumvent, disable, or interfere with any security-related features of the Service.

4. Modes of Communication

4.1. Established Communication Channels

For all matters related to courses, programs, or any other aspect of the Service, Users should contact the relevant staff as established in the respective course or program. This may include, but is not limited to, course instructors, teaching assistants, or program coordinators.

4.2. Alternative Contact Method

In the event no such communication channel has been established, or for general inquiries not related to a specific course or program, the User retains the right to contact LX Library via the contact details outlined in the final clause of this Agreement.

4.3. Responsibility to Stay Informed

Users are responsible for staying informed about the appropriate communication channels for each course or program they are enrolled in. This information will typically be provided in the course syllabus or program guidelines.

5. User Obligations

5.1. User Representations

User represents and warrants that:

1. User is either at least 18 years of age or, if under 18, has obtained verifiable parental or legal guardian consent to use the Service. Parents or legal guardians assume full responsibility for ensuring that the minor's use of the Service complies with all terms of this Agreement;
2. All information provided by User in connection with the use of the Service is accurate, complete, and current;
3. User shall comply with all applicable laws, rules, and regulations while using the Service.

5.2. Account Responsibility

User is solely responsible for maintaining the confidentiality of their account credentials and is liable for all activities conducted under their account, whether authorized or unauthorized. User agrees to immediately notify LX Library of any unauthorized use of their account or any other breach of security.

5.3. Parental Responsibility for Minor Users

If a User is under the age of 18, the User represents and warrants that their parent or legal guardian has agreed to these Terms of Service on their behalf. Parents or legal guardians are responsible for overseeing the use of the platform by minors, including:

1. Monitoring the minor's interactions with the platform's gamified elements and AI-generated content;
2. Ensuring the minor's use of the platform complies with all applicable laws and educational standards;
3. Assisting the minor in interpreting and understanding AI-generated educational insights and feedback.

6. Telemetry and Data Collection

6.1. Collection and Use of Data

By using the Service, the User consents to LX Library's collection and use of telemetry and other data, including but not limited to:

1. Interaction data with the platform;
2. Learning patterns and behavioral data;
3. Information regarding the use of gamified elements and AI-generated content.

This data is collected for the purpose of improving the User experience, enhancing the Service's features, and for internal analytics. LX Library reserves the right to retain and use all data collected, even in the event the User terminates their account.

6.2. Retention of Data Post-Termination

Upon account termination, LX Library is under no obligation to delete or anonymize User data. The User explicitly agrees that LX Library retains the right to use any data previously collected for telemetry, analytical purposes, or any other lawful purpose.

7. Intellectual Property Rights

7.1. Ownership of Content

All Content provided on or through the Service, including but not limited to intellectual property rights therein, is the exclusive property of LX Library or its licensors. User's use of the Service does not grant any ownership rights to the Content.

7.2. User-Generated Content

In the event that User uploads, posts, or transmits any Content to the Service, User grants LX Library a worldwide, royalty-free, perpetual, irrevocable, and non-exclusive license to use, reproduce, distribute, and display such Content in connection with the operation of the Service.

8. AI-Generated Content and Intellectual Property

Users acknowledge that some content, including flashcards, learning recommendations, and thematic analyses, may be generated by artificial intelligence algorithms.

While LX Library strives to ensure the accuracy and quality of AI-generated content, such content is provided on an "as-is" basis. LX Library makes no representations or warranties as to the accuracy, completeness, or appropriateness of such content for any specific purpose.

Users shall have the right to use AI-generated content for personal educational purposes only. Any use of AI-generated content for commercial purposes or redistribution is strictly prohibited unless expressly authorized by LX Library.

Users retain ownership of original content provided to the platform but grant LX Library a non-exclusive, royalty-free, worldwide license to use such content for the purposes of delivering AI-powered insights and educational features.

9. AI-Generated Content and Copyright

9.1. User Warranty and Indemnification for Input Material

User warrants that they have all necessary rights and permissions to use any content input into the Service. User agrees to indemnify and hold LX Library harmless from any claims, damages, or legal actions arising from User's input of any material that infringes upon the intellectual property rights of any third party.

9.2. Data Isolation

LX Library warrants that the Service does not utilize input material from one user for the benefit of another user. Each user's data and inputs are processed independently.

9.3. Use of Open Source and Third-Party Tools

User acknowledges that the Service utilizes various open source and third-party tools. The output generated by the Service may be subject to the terms and conditions of these tools. LX Library makes no representations or warranties regarding the terms of use for these third-party tools.

9.4. Ownership of Generated Content

Ownership of content generated by the Service is subject to the terms and conditions of the third-party tools used in the generation process. User acknowledges that in some cases, ownership may be retained by the third-party tool provider or may be subject to open source licensing terms.

9.5. Evolving Legal Landscape

User acknowledges that the legal landscape surrounding artificial intelligence, copyright, and intellectual property is continually evolving. LX Library reserves the right to modify these terms as necessary to comply with changes in applicable laws or regulations.

9.6. Substantial Alteration of Input

User understands and acknowledges that the Service substantially alters the information content and format input by the user, producing effectively new work. While this process mitigates the risk of copyright infringement, LX Library makes no guarantees regarding the copyright status of the output and User remains responsible for ensuring their use of the output complies with all applicable laws and regulations.

10. User Conduct and Gamified Elements

The LX Library platform incorporates gamified features, including but not limited to level progression systems and interactive, education-based activities (hereinafter referred to as "Gamified Elements"). Users are required to engage with these elements in a manner that reflects academic integrity, fair play, and mutual respect. The following provisions shall govern User conduct in relation to Gamified Elements:

10.1. Prohibited Conduct

Users are expressly prohibited from engaging in any activity that may reasonably be construed as:

1. Cheating or attempts to circumvent the intended mechanics of the Gamified Elements;
2. Exploitation of platform vulnerabilities or unintended features;
3. Harassment, intimidation, or any form of abusive behavior directed at other Users in connection with the Gamified Elements;
4. Any action that undermines the educational integrity or purpose of the Gamified Elements.

10.2. Monitoring and Enforcement

LX Library reserves the right, at its sole discretion, to monitor User activities related to the Gamified Elements. This right extends to, but is not limited to, the collection and analysis of User data pertaining to platform engagement, performance metrics, and interactions with AI-generated content.

10.3. Remedial Action

In the event of a determination by LX Library, in its sole and absolute discretion, that a User has violated these Terms in connection with the Gamified Elements, LX Library may, without limitation:

1. Issue warnings or temporary restrictions on User access to Gamified Elements;
2. Suspend or terminate the User's account, either temporarily or permanently;
3. Implement any other measures deemed necessary to preserve the integrity of the platform and the User community.

10.4. AI-Generated Content in Gamified Elements

Users acknowledge that certain aspects of the Gamified Elements may incorporate AI-generated content. While LX Library strives to ensure the quality and appropriateness of such content, Users agree that:

1. AI-generated content is provided on an "as-is" basis;
2. LX Library makes no representations or warranties regarding the accuracy, completeness, or suitability of AI-generated content for any specific educational purpose;
3. Users are responsible for critically evaluating and appropriately using AI-generated content within the context of their learning objectives.

10.5. Data Collection and Use

User interactions with Gamified Elements, including responses to AI-generated content and progress through game levels, may be collected and analyzed to enhance the User experience and improve the Service. Users consent to such data collection and use as outlined in the "Data Collection and Use of AI-Powered Features" section of this Agreement.

10.6. Acknowledgment

By engaging with the Gamified Elements, User acknowledges and agrees that:

1. LX Library's determination regarding any violation of these Terms shall be final and binding;
2. The Gamified Elements are designed to supplement and enhance the learning experience, and should not be considered a substitute for formal educational instruction or assessment;

3. LX Library reserves the right to modify, add, or remove Gamified Elements at any time without prior notice.

11. Limitation of Liability for AI-Powered Educational Features

The educational insights, feedback, and suggestions provided by LX Library's AI-powered components are intended to assist users in their learning process.

However, LX Library does not guarantee the accuracy, completeness, or applicability of any AI-generated insights or feedback to specific academic or professional contexts. Users are solely responsible for evaluating and using the information provided by AI features, and LX Library shall not be liable for any consequences arising from the use or reliance on AI-generated content.

12. Termination

12.1. Termination by LX Library

LX Library reserves the right, in its sole discretion, to suspend or terminate User's access to the Service at any time, with or without notice, for any reason, including but not limited to User's violation of this Agreement.

12.2. Termination by User

User may terminate this Agreement by ceasing to use the Service. Upon termination, all licenses granted to User under this Agreement shall immediately terminate, and User shall cease all use of the Service.

12.3. Cessation of Service and Non-Refundable Fees

LX Library reserves the absolute and unconditional right to cease providing the Service, in whole or in part, at any time and for any reason, with or without notice to the User. In the event of such cessation:

1. LX Library shall not be obligated to provide any refund of fees paid by the User, including but not limited to any fees paid in advance for future service periods that have not yet occurred at the time of cessation;
2. User explicitly acknowledges and agrees that all fees paid to LX Library are non-refundable, regardless of the timing or reason for the cessation of service;
3. Any unused portion of prepaid fees shall be forfeited by the User, and LX Library shall have no further obligation to provide services or compensation in lieu of such forfeited fees;
4. LX Library shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from the cessation of service, including

but not limited to loss of data, loss of educational progress, or any other losses incurred by the User.

12.4. Cessation of Service, Non-Refundable Fees, and Termination without Cause

LX Library reserves the absolute and unconditional right to cease providing the Service, in whole or in part, at any time and for any reason, with or without notice to the User. Furthermore:

1. LX Library shall not be obligated to provide any refund of fees paid by the User, including but not limited to any fees paid in advance for future service periods that have not yet occurred at the time of cessation;
2. User explicitly acknowledges and agrees that all fees paid to LX Library are non-refundable, regardless of the timing or reason for the cessation of service;
3. Any unused portion of prepaid fees shall be forfeited by the User, and LX Library shall have no further obligation to provide services or compensation in lieu of such forfeited fees;
4. LX Library shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from the cessation of service, including but not limited to loss of data, loss of educational progress, or any other losses incurred by the User;
5. LX Library reserves the right to terminate or suspend User's access to the Service at any time, for any reason or no reason, without providing any explanation or justification for such termination or suspension;
6. LX Library is under no obligation to provide any proof or reason for the termination, suspension, or banning of a User's account. This provision remains in effect even if evidence exists that LX Library has provided such information to other users in similar circumstances;
7. In the event that LX Library is unable to provide the Service or any of its subcomponent services for any reason, including but not limited to technical difficulties, legal constraints, or business decisions, LX Library retains the right to withdraw the offer of service or cease providing such services, even if payment has been made in advance;
8. The rights reserved by LX Library in this section shall apply equally to all users, regardless of their subscription status, duration of use, or any prior interactions with LX Library.

By continuing to use the Service and making any payments, User expressly agrees to these terms regarding the potential cessation of service, the non-refundable nature of all fees, and LX Library's right to terminate access without cause or explanation. User acknowledges that these terms are essential to the agreement between User and LX Library and that they form a fundamental basis for LX Library's willingness to offer the Service.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles.

While the Service may be accessible from other locations, LX Library makes no representation that the Service is appropriate or available for use in jurisdictions outside of South Africa. International users who access the Service from locations outside South Africa are responsible for compliance with local laws in their respective jurisdictions.

Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in South Africa.

14. Data Collection and Use of AI-Powered Features

In order to provide personalized learning experiences, LX Library collects and processes certain data from users, including but not limited to:

1. User interactions with the platform;
2. Learning patterns and responses to flashcards and assessments;
3. Data generated from gamified elements, including progress in game levels and AI-generated content;
4. Inputs provided for AI-powered integration components, such as text for analysis or custom prompts.

By using the platform, the User consents to LX Library's use of this data for the purpose of:

1. Generating personalized flashcards, learning recommendations, and interactive activities using the OptiRecall Algorithm and IntelliCycle Engine;
2. Facilitating the generation of AI-powered content, including diagrams, video content, thematic analyses, and custom educational prompts;
3. Enhancing User learning experiences through gamified elements, automatic game level generation, and educational insights.

LX Library adheres to relevant data protection and privacy laws in the jurisdictions where it operates. User data is anonymized and processed in accordance with our Privacy Policy.

15. Indemnification, Limitation of Liability, and Educational Disclaimer

15.1. Indemnification

User agrees to indemnify, defend, and hold harmless LX Library, its officers, directors, employees, agents, licensors, and suppliers (collectively the "Service Providers") from

and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or any activity related to User's account (including negligent or wrongful conduct) by User or any other person accessing the Service using User's account.

15.2. Disclaimer of Warranties

The Service is provided on an "as is" and "as available" basis. LX Library expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

LX Library makes no warranty that (i) the Service will meet User's requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by User through the Service will meet User's expectations, and (v) any errors in the Service will be corrected.

15.3. Limitation of Liability

User expressly understands and agrees that LX Library shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if LX Library has been advised of the possibility of such damages), resulting from:

1. the use or the inability to use the Service;
2. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service;
3. unauthorized access to or alteration of User's transmissions or data;
4. statements or conduct of any third party on the Service;
5. any other matter relating to the Service;
6. any data breach or unauthorized access to User's personal information, despite LX Library's reasonable security measures. This includes but is not limited to User's data regard to our Service. Equal terms apply to external User data.

15.4. Educational Value and Accreditation Disclaimer

LX Library provides educational content and services for informational and learning purposes only. User expressly acknowledges and agrees that:

1. LX Library makes no representations or warranties regarding the educational value, accreditation status, or recognition of any courses, certifications, or educational content provided through the Service;
2. LX Library shall not be held liable or obligated to provide any remedy whatsoever if the quality of the educational content or Service does not meet User's expectations;

3. LX Library is not responsible for any failure of the Service to advance User's career, academic standing, or professional status in any expected fashion;
4. User is solely responsible for ensuring that any course, certification, or educational content obtained through the Service is suitable for their individual circumstances and complies with the requirements of their specific jurisdiction, educational institution, or employer;
5. LX Library does not guarantee that completion of any course or program offered through the Service will result in academic credit, continuing education credit, or certification by any educational institution, professional body, or employer.

15.5. User Responsibility

It is the User's responsibility to verify the accreditation status, transferability of credits, and recognition of any courses or certifications obtained through the Service with the relevant institutions, licensing bodies, or employers before enrolling or participating in any educational program offered through LX Library.

15.6. Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to User. If User is dissatisfied with any portion of the Service or with these terms of service, User's sole and exclusive remedy is to discontinue use of the Service.

16. Third-Party Services and Integrations

LX Library may offer integrations with third-party services or software. User acknowledges and agrees that:

1. LX Library is not responsible for any third-party services or software that integrates with our Service;
2. Use of such third-party services is subject to their respective terms of service and privacy policies;
3. LX Library does not endorse and is not responsible or liable for the behavior, features, or content of any third-party service or software;
4. LX Library reserves the right to disable or modify any integrations at any time without notice.

17. Subscription and Billing

17.1. Subscription Terms

User agrees to pay all fees associated with the Service. Fees are non-refundable except as expressly provided in this Agreement.

17.2. Automatic Renewal

Unless User opts out of auto-renewal, subscriptions will automatically renew for additional periods equal to the expiring subscription term. User authorizes LX Library to charge the payment method on file.

17.3. Changes to Fees

LX Library reserves the right to change the subscription fees at any time. Any fee changes will take effect at the start of the next subscription period.

18. Updates and Modifications to the Service

LX Library reserves the right to modify, suspend, or discontinue any part of the Service at any time, with or without notice. User agrees that LX Library shall not be liable for any modification, suspension, or discontinuance of the Service.

19. Export Control

The Service and its underlying software may be subject to export laws and regulations. User agrees to comply with all such laws and regulations and acknowledges that they have the responsibility to obtain licenses to export, re-export, or import as may be required.

20. Force Majeure

LX Library shall not be liable for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

21. Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

22. Waiver

The failure of LX Library to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

23. Assignment

User may not assign or transfer this Agreement or any rights or obligations hereunder, without the prior written consent of LX Library. LX Library may assign or transfer this Agreement, in whole or in part, without restriction.

24. Survival

Sections pertaining to Intellectual Property Rights, Indemnification, Limitation of Liability, and any provision that by its nature or express terms should survive, will survive the termination or expiration of this Agreement.

25. Academic Integrity and Honor Code

25.1. Academic Honesty

Users agree to maintain the highest standards of academic integrity while using the Service. This includes, but is not limited to:

1. Refraining from cheating, plagiarism, or any form of academic dishonesty;
2. Properly citing sources and giving credit where due;
3. Completing their own work and not submitting work done by others as their own.

25.2. Consequences of Violations

LX Library reserves the right to take appropriate action in cases of suspected academic dishonesty, which may include:

1. Issuing warnings;
2. Revoking certifications or completed course credits;
3. Suspending or terminating user accounts;
4. Reporting violations to affiliated educational institutions or employers, where applicable.

26. Educational Content and Materials

26.1. Content Sources

The educational content and materials provided through the Service may include:

1. Original content created by LX Library;
2. Open-source content;
3. Third-party content, such as embedded YouTube videos or other external resources.

Users acknowledge that LX Library may use a variety of content sources and agree not to make claims regarding lack of originality based on the inclusion of open-source or third-party content. Similarly, the user agrees to apply the same Restrictions of Use to all content accessed via our Service regardless of its nature of creation.

26.2. Fair Use and Educational Purposes

Users may use the educational content and materials for personal educational purposes only. Any use beyond personal study, including but not limited to commercial use or widespread distribution, is strictly prohibited without prior written consent from LX Library or the respective content owners.

27. Grading and Assessment

27.1. Grading Policies

LX Library employs various assessment methods, including but not limited to quizzes, examinations, projects, and peer assessments. The specific grading criteria for each course or program will be provided within the course materials.

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28.2. Grade Appeals

Users have the right to appeal grades they believe to be unfair or erroneous. The appeal process shall be as follows:

1. Users should submit their appeal through the established modes of communication for their specific course, as outlined in the "Modes of Communication" section of this Agreement.
2. Appeals should include a detailed explanation of why the grade is believed to be incorrect.
3. The timeline for review and the final decision regarding grade appeals will be determined on a per-course basis by the LX Library-appointed directors of that course.
4. Users acknowledge that the decision-making process and final outcome of grade appeals may vary between courses and are at the discretion of the course directors.

29. Accommodations for Users with Disabilities

LX Library is committed to providing equal access to educational opportunities for all Users, including those with disabilities. Users requiring accommodations should contact the relevant staff as outlined in the "Modes of Communication" section of this Agreement to discuss their needs. LX Library will make reasonable efforts to provide appropriate accommodations, subject to technical feasibility and without fundamentally altering the nature of the Service.

30. Student Records and Privacy

30.1. Maintenance of Records

LX Library maintains records of User progress, completed courses, and certifications earned. These records are kept in accordance with applicable education and data protection laws.

30.2. Access to Records

Users have the right to access their educational records maintained by LX Library. Requests for access should be made through the appropriate communication channels as specified in the "Modes of Communication" section of this Agreement. LX Library will provide access to these records within 45 days of receiving the request.

30.3. Privacy of Student Information

LX Library adheres to applicable privacy laws and regulations regarding the collection, use, and disclosure of student information. For full details on how we handle User data, please refer to our Privacy Policy.

31. Code of Conduct

Users agree to conduct themselves in a manner consistent with an educational environment, including:

1. Treating all other Users and LX Library staff with respect;
2. Refraining from disruptive behavior in online forums, chat rooms, or other interactive spaces;
3. Not engaging in any form of harassment, bullying, or discrimination;
4. Using appropriate language and maintaining a professional demeanor in all interactions within the Service.

32. Changes to Curriculum or Course Offerings

LX Library reserves the right to make changes to its curriculum, course offerings, or educational programs at any time. This may include adding, modifying, or removing courses or content. While LX Library will strive to minimize disruption to ongoing courses, Users acknowledge that such changes may occur and agree that LX Library is not liable for any inconvenience or perceived loss of value resulting from these changes.

33. Disclaimer of Warranties Regarding Educational Outcomes

While LX Library strives to provide high-quality educational content and experiences, it makes no warranties or guarantees regarding specific educational outcomes. Users acknowledge that individual results may vary and depend on various factors, including but not limited to individual effort, prior knowledge, and personal circumstances.

34. Governing Law and Jurisdiction for Educational Disputes

Any disputes arising from or relating to the educational aspects of the Service shall be governed by and construed in accordance with the laws of the Republic of South Africa. Users agree to submit to the exclusive jurisdiction of the courts located in South Africa for the resolution of any such disputes.

35. Entire Agreement

This Agreement constitutes the entire agreement between User and LX Library regarding the use of the Service and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

36. Contact Information

If User has any questions or concerns about this Agreement, please contact LX Library at:

- Email: support@lxlibrary.online
- Phone: +27 83 510 7047