Terms and Conditions of Use

**Updated January 1, 2017**

Please read and abide by our Terms and Conditions of Use which explains our mutual obligations with our customers.

The Terms set forth are binding immediately upon use and access to the LearnHop application suite.

Updates to our software services will be based on customer feedback and product features that we believe will best serve our customers, therefore these Terms do not represent every change and issue that may arise from using the LearnHop software. We reserve the right to update these terms at any given point of time and it is the responsibility or our customers to routinely read and check for updates to our software. LearnHop will notify our customers and make efforts to communicate changes as they arise. You are responsible to read, understand, and agree to these Terms.

Please also read our Privacy Policy and Cookie Policy.

**Definitions**

**Software**

Means the website services or software app available (as updated on occasion and at will by Cloudescent, LLC).

**Subscription and Use Fees**

This represents the fees that recur on a monthly or annual basis based on your plan selection payable by you, our customer, in accordance with the pricing model on the LearnHop site (which we reserve the right to change on occasion).

**Mutual Confidentiality**

We never sell our customer’s input data and information. This section includes any and all information exchanged on our site between us and our customers (this includes all forms of information including but not limited to electronic, oral, written except for information publicly available by other means.). We will not disclose any unauthorized information to third parties unless specifically requested by our customers.

**Website References**

Refers to any Internet site owned and operated by Cloudescent, LLC including but not limited to LearnHop.com.

**Input data**

Refers to any input data entered into our system.

**Intellectual Property**

Refers to any legal protection on any service or trade mark, patent, copyright, moral right, design right, proprietary knowledge, and all other intellectual or industrial property rights, anywhere in the world registered or not.

**LearnHop**

Refers to the ‘doing business as’ brand owned by Cloudescent, LLC.

**You**

Refers to our customers whether paid or on trial, your employees, consultants, representatives, agents, and anyone using our software on any of our sites.

**Software Use**

By abiding by these Terms and Privacy Policy, LearnHop grants you privileged rights to access and use the Software via the Website based on your subscription plan. This right is non-exclusive and non-transferable and limited

by these Terms.

**Customer Obligations**

**Fee Payments:**

You will be billed immediately once registered for a paid plan or following your trial period from the date of registration. Your Billing Contact may be invoiced starting from the date your organization registered for paid services on our Website or software. Invoices will include all subscription fees for the use of our software for the preceding period of use or within a 30 day period. Recurring invoices and payments will continue until customers issue a cancellation request in our system.

LearnHop invoices will be sent to you by email to your registered Billing Contact and are payable within 7 days of the invoice date.

**General Use Requirements:**

All use of our Software, Services, and Website are for your use under laws and local lawful regulations in jurisdictions at your place of business in accordance with these Terms, any notice and conditions sent by LearnHop or on the Website.

**Conditions of Access**

You agree to never compromise or attempt to compromise the security, intellectual property of, or integrity of any system, network, or software related to Cloudescent, LLC and LearnHop including third party hosting providers where the Software may be hosted.

You agree not to attempt to compromise or cause disruption of service to the Webste and Software or impair the ability of any other user to use the

**Indemnification:**

You indemnify LearnHop hold-harmless against all claims, costs, damage, and loss arising from your breach of any of

these terms or any obligation you may have to LearnHop, including (but not limited to) any costs

relating to the recovery of any Fees that have not been paid by you.

**Access Responsibilities:**

Our customers are responsible for the safeguarding of usernames and passwords used to access the LearnHop Software and Website. Customers must take every precaution to ensure the security and confidentiality of this information. In the event of that you notice unauthorized use of your passwords or any other breach of security, you are required to notify LearnHop immediately so that we may reset your password.

**Terms of Communication Use :**

Any use of communication tools provided by LearnHop whether, email, notifications, tickets, text, or chat must be done so lawfully within the legitimate bounds of your business. You may use any part of our communications tools to post or distribute personal, privileged, or proprietary information unrelated to your use of the software. These terms include damaging, unlawful, offensive or malicious to other users and us, legally protected intellectual property, trade secrets, and any information you do not have the express right to use.

Communication from your account and access does not represent the views of the LearnHop or its partners. LearnHop is under no obligation and is not responsible for the accuracy of the communications you post, send, or received on the Website to its legitimacy or any other use of the Software. You must exercise caution when using the communication tools, receive messages from anywhere on the internet and the Website. LearnHop reserves the right to remove any communication at any time at its sole discretion.

**Website, Services, and Software:**

You agree not to attempt or gain unauthorized access to any of Cloudescent, LLC’s and LearnHop’s Software, infrastructure, other customers, or any part relating to the normal use unless express permission was granted and approved by Cloudescent, LLC and LearnHop software, website, and services.

You agree not to input or transmit data that is unlawful to the use of Software and website that may be damaging or compromising to another person’s use including their compute devices, material, or input data that is in violation of and local, state, and federal laws and by the Terms of this agreement (including Input data or other material protected by copyright or trade secrets which you do not have the right to use); and

not modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer the Software or the Website except unless authorization is explicitly expressed by LearnHop.

**Confidentiality and Privacy Provisions**

**Confidentiality:**

Our customer’s data is of the utmost importance to LearnHop. We will not disseminate any proprietary information in whole or in part without the written consent of the other or unless required to do so by law. This is a mutual consent by both LearnHop and its customers.

Each party is mutually responsible for preserving the confidentiality of all Confidential Information in accordance with these Terms. Both parties agree to not, without the prior written consent of the other, disclose any Confidential Information to any person, or use for its own benefit said information, other than as expressed explicitly or implicitly by these Terms.

Each party's mutual obligations under this clause will survive termination of these Terms.

These provisions shall not apply to any information which is or becomes public knowledge other than by a breach of this clause; received from a third party who lawfully acquired the information and who is under no obligation restricting its disclosure; or is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or is independently developed without access to the Confidential Information.

**Intellectual Property Rights of Use**

**General:**

All Intellectual Property Rights in the Software, the Website and any documentation, training, videos, testimonials

relating to the Software remain the property of LearnHop (or its licensors).

**Input data:**

All Intellectual Property Rights in, the Input data remain your property. However, your

access to the Input data is contingent on full payment and good standing of the LearnHop subscription fees. Customers are responsible to maintain copies of all Input data entered into the Software and Website. LearnHop adheres to industry standard policies and procedures to prevent input data loss, including a daily system input data, back-up, and takes reasonable precautions to safeguard input data but does not make any guarantees that there will be no loss of Input data. LearnHop is held hold-harmless from liability for any loss of Input data regardless of cause.

**Warranties and Acknowledgements**

**Acknowledgement:**

Learnhop grants the authorization to use the Software and the Website to access the information using the Software and the Website; whether the input data was entered by you or others.

LearnHop assumes that your access to the Software and Website are purely for the purposes of your organization’s benefit with the proper permissions to do so, therefore placing your organization liable for your actions or ommissions. Any breach or mishandling of information are therefore your own.

Access to, and use of, the Software, services, and Website is on an "as is, where is" basis and at your own risk.

Interruptions may occur from time to time and LearnHop does not warrant that the use of the Software will be error free. In addition, there may be disruptions of service by the customer’s own internet services, input devices, integrity or data that may be unforeseen and unavoidable by LearnHop. LearnHop is not responsible for any such interference preventing you to use the Website or Software.

It is your sole responsibility to determine that the Software meets the needs of your business.

**No Warranties:**

LearnHop gives no warranty expressed or implied about the Software, services, and Website. Without limitation, LearnHop does not warrant that the Software will meet all of your requirements or that it will be suitable for all of your business or organization’s purposes. In addition, all implied conditions or warranties are excluded in so far as is permitted by law, including warranties of merchantability, fitness for purpose, title and non-infringement without limit.

**Consumer Rights and Guarantees:**

You understand that you are acquiring the right to access and use the Software and

agree to these Terms for the purposes of a business and that any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Software, services or the Website.

**Terms of Liability**

**Limitation of Liability**

To the maximum extent permitted by law, LearnHop excludes all liability and responsibility to you, or others in contract, tort, negligence, or otherwise, for any loss including loss of Input data, of financial or material damage resulting, directly or indirectly, from the use of, or reliance on, the Software.

Losses or damage as a result of LearnHop’s negligence or failure to comply with these Terms, and claimed by You arising from LearnHop’s negligence or failure will be limited to any one incident, or series of related incidents to the subscription fees paid by you in the previous 12 months.

Under any circumstances, if you are not satisfied with the Software, you have the sole and exclusive ability to terminate these Terms by cancelling your membership. Your membership will expire at the end of your subscription period.

**Termination and Cancellation Policy**

**Subscription Period**

When you sign up you will be immediately billed for the period based on your subscription plan. If you choose not to continue, you may terminate these Terms by submitting your cancellation order in your profile.

**Prepaid Annual Subscriptions:**

For prepaid Annual Subscription Fees, you may cancel with a 3 month penalty fee. If there are remaining funds in your account, please allow up to 2 weeks for the processing of the payment to your registered account.

**No-fault termination:**

These Terms will continue for the period covered by the Subscription fee paid. These

Terms will automatically continue for the same period unless either party terminates these Terms

by giving notice to the other party at least 30 days before the end of the relevant payment period.

**Material Breach or Otherwise**

A breach is defined as any breach any of these Terms that you do not remedy within 14 days after receiving notice of the breach when there are chances of remedy.

OR

Any breach any of these Terms that is not capable of being remedied (which includes but not limited to) any breach of clause or any late payments overdue for more than 30 days

OR

In the event the paying subscriber goes into liquidation or has a receiver or manager appointed of any of its assets or becomes insolvent, or makes any arrangement with its creditors, or becomes subject to any similar insolvency event in any jurisdiction:

LearnHop may in its discretion take any or all of the following actions known to be in breach of the Terms:

1. Terminate these Terms and your use of the Software, services, and the Website

2. Suspend for a definite or indefinite period of time, your use of the Software and the Website;

3. Take actions to terminate the use of the Software or Website by of any other persons in your organization or who have access to your information or that of your organization.

**Accrued Rights of Use**

Termination or cancellation of these Terms is without prejudice to the rights and obligations of the parties

accrued up to and including the date of termination.

On termination or cancellation of this Agreement you will continue to be liable for any accrued charges and amounts which become due for payment before or after termination; and will be required to immediately cease to use the Software and the Website.

**Support**

**Technical Support:**

In the case of technical problems, you must make every effort to identify, investigate, and

diagnose problems in your environment before reaching out to LearnHop. If you still require technical assistance, please read the FAQ provided online by LearnHop or email us at support@LearnHop.com

**Service Agreement:**

The LearnHop Software intends to be available 24 hours a day, seven days a week, however, it is

possible that major software updates, maintenances, or other development activities may take place.

LearnHop will post messages in advance for Software maintenances lasting longer than average wait times. In the event of unforeseen disruptions, we will post the message on our website.

**General**

**Performance Delays:**

For any unforseen or outside the control of either party, neither will be held liable for any delay

This clause does not apply to any obligation to financial liabilities.

**Agreement:**

These terms in addition to the LearnHop Privacy Policy and all other terms, notices,

instructions given to you under these terms, supersede and extinguish all prior agreements,

representations (whether oral or written), and understandings and constitute the entire agreement

between you and LearnHop relating to all relate circumstances with the Software and Website.

**Governing Law and Jurisdiction:**

You accept that United States law governs these Terms and you submit to the exclusive

jurisdiction of the courts of the United States for all disputes arising out of or in-connection with

these Terms, without reference to any conflicts of laws.

**Waiver of Terms:**

No waiver will be effective unless made in writing and approved by LearnHop. Any mutual waiver of the breach of terms does not constitute a waiver in any other breach.

**Notices:**

All notices given under these Terms by either party to the other must be in writing by email and must be accepted on transmission. Notices to LearnHop must be sent

to support@LearnHop.com or to any other email address notified by email to you by LearnHop. Notices to you will be sent to the administrative email address which you provided when setting up your access to the Software.

**No Rights Assignment:**

Your rights may not be assign or transfer to any other person without LearnHop's prior written consent.

**Rights Severability:**

If any part or provision of these Terms is invalid, unenforceable or in conflict with your local laws, and that

part or provision is replaceable with a provision which accomplishes the original

purpose of that part or provision. The remainder of this Agreement will be mutually binding.

**Rights of third parties:**

Any third-party person, contractor, or user who is not a party to these Terms has no right to benefit under or to enforce any provision or part of these Terms.