

## Terms of Use

Last Updated: August 4 2019

These Terms of Use (“**Terms**”) apply to your access and use of this website, or the applications and other online products and services (collectively, our “**Services**”) provided by OnLearnly. (“**OnLearnly**”, “**us**” or “**we**”). **By accessing the OnLearnly website or by downloading OnLearnly’s mobile application, you agree to these Terms. If you do not agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 15, do not access or use our Services.**

If you have any questions about these Terms or our Services, please contact us at [nhien.nguyen@onlearnly.com](mailto:nhien.nguyen@onlearnly.com)

### 1. Description of Services

OnLearnly is an application that operating online training activities & connecting independent students & trainers. This application allows you to enrol in listed online course at OnLearnly, request a new course or create an online course to teach for profit or other purpose. You can then share courses or course requests through social media sites or store them for personal use. You can also display and distribute courses or enrolment have created using OnLearnly website or upcoming mobile application.

### 2. Eligibility

You must be at least 13 years of age to access or use our Services. If you are under 18 years of age (or the age of legal majority where you live), you may only access or use our Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in connection with our Services. If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity’s behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

If you use our service for selling your courses, you must be eligible for business registration in your country.

### 3. User Accounts and Account Security

You will need to use your credentials (e.g., username and password) from a third-party online platform to access some or all of our Services. You must maintain the security of your third party account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. If you permit others to use your account credentials, you are responsible for the activities of such users that occur in connection with your account.

### 4. User Roles

Each account can be acted as a **Trainer** or **Student** account.

**Trainers:** each trainer is not an OnLearnly employee, but a collaborator instead. They are independent business entities and earn their own income up to 85% of their courses sales.

**Students:** Students are main customers of OnLearnly and trainers. They purchase courses, access study materials or request courses through OnLearnly.

#### **4. User Content**

All form of content that users upload or update through OnLearnly. User Content will include, Public Profile and Training Content.

#### **5. Privacy**

Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.

#### **6. Public Profile**

Our Services may allow you and other users to update your name, email, phone number and professional profile (collectively, "Public Profile"). You retain all rights in and to your Public Profile, as between you and OnLearnly. Further, OnLearnly does not claim ownership of any Public Profile that you provided through the system. Although, some Public Profile details are optional (such as phone and Profession Profile), providing real details for public profile is highly recommended, especially with trainer accounts. Impersonating is considered as strictly prohibited at OnLearnly.

You grant OnLearnly a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully-paid, transferable sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display your Public Profile and any name, username or likeness provided in connection with your Public Profile in all media formats and channels now known or later developed, without compensation to you. When you post or otherwise share Public Profile on or through our Services, you understand that your User Content and any associated information (such as your [username], location or profile photo) will be visible to the public.

You grant OnLearnly consent to use the Public Profile, regardless of whether it includes an individual's name, likeness, voice or persona, sufficient to indicate the individual's identity. By using the Services, you agree that the Public Profile may be used for commercial purposes. You further acknowledge that OnLearnly's use of the Public Profile for commercial purposes will not result in any injury to you or to any person you authorized to act on its behalf. You acknowledge that some of the Services are supported by advertising revenue and may display advertisements and promotions, and you hereby agree that OnLearnly may place such advertising and promotions on the Services or on, about, or in conjunction with your Public Profile. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.

You represent and warrant that: (i) you own the Public Profile modified by you on or through the Services or otherwise have the right to grant the rights and licenses set forth in these Terms; (ii) you agree to pay for all royalties, fees, and any other monies owed by reason of Public Profile you stylize on or through the Services; and (iii) you have the legal right and capacity to enter into these Terms in your jurisdiction.

#### **7. Training Contents**

All courses materials, including non-public documents, photos, videos, audio and other materials (collectively, "**Training Content**"). You retain all rights in and to your Training Content, as between

you and OnLearny. Further, OnLearny does not claim ownership of any Training Content that you add on or through the Services.

You grant OnLearny a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully-paid, transferable sub-licensable license to access and review your Training Contents. OnLearny and other individual or organisation does not post or redistribute any Training Content in public unless having permission of its owner.

You represent and warrant that: (i) you own the Training Contents modified by you on or through the Services or otherwise have the right to grant the rights and licenses set forth in these Terms; (ii) you agree to pay for all royalties, fees, and any other monies owed by reason of Training Contents you stylize on or through the Services; and (iii) you have the legal right and capacity to enter into these Terms in your jurisdiction.

You may not create, post, store or share any Training Contents that violates these Terms or for which are illegal or which you do not have all the rights necessary to grant us the license described above. Although we have no obligation to screen, edit or monitor Training Contents, we may delete or remove Training Contents at any time and for any reason.

Training Contents removed from the Services may continue to be stored by OnLearny, including, without limitation, in order to comply with certain legal obligations. OnLearny is not a backup service and you agree that you will not rely on the Services for the purposes of Training Contents backup or storage. OnLearny will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Training Contents.

## **8. Prohibited Conduct and Content**

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Services. You will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use or attempt to use another user's account without authorization from that user and OnLearny;
- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- Develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services;
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

You may also only post or otherwise share User Content that is non-confidential and you have all necessary rights to disclose. You may not create, post, store or share any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any unsolicited promotions, political campaigning, advertising or solicitations;
- Contains any private or personal information of a third party without such third party's consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- Is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying our Services, or that may expose OnLearnly or others to any harm or liability of any type.

In addition, although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

#### **9. Limited License; Copyright and Trademark**

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, page headers, button icons, scripts, service marks, logos, slogans (collectively, the **"OnLearnly Content"**) are owned by or licensed to OnLearnly and are protected under both Australia and foreign laws. Except as explicitly stated in these Terms, OnLearnly and our licensors reserve all rights in and to our Services and the OnLearnly Content. You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services and OnLearnly Content for your own personal use; however, such license is subject to these Terms and does not include any right to: (a) sell, resell or commercially use our Services or OnLearnly Content; (b) copy, reproduce, distribute, publicly perform or publicly display OnLearnly Content, except as expressly permitted by us or our licensors; (c) modify the OnLearnly Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of our Services or OnLearnly Content, except as expressly set forth in these Terms; (d) use any data mining, robots or similar data gathering or extraction methods; or (e) use our Services or OnLearnly Content other than as expressly provided in these Terms. Any use of our Services or OnLearnly Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted under these Terms. You will not remove, alter or conceal any

copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the OnLearnY Content.

## 10. Feedback

Any questions, comments, suggestions, ideas, original or creative materials or other information you submit about OnLearnY or our products or Services (collectively, “**Feedback**”), is non-confidential and will become the sole property of OnLearnY. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## 11. Copyright Complaints

We have a policy of limiting access to our Services and terminating the accounts of users who infringe the intellectual property rights of others. If you believe that anything on our Services infringes any copyright that you own or control, you may notify OnLearnY’s Designated Agent as follows:

Designated Agent: [Howard Nguyen]

Address: Touch Pride Pty Ltd.  
55 Domain Street  
Palmerston, ACT2913, Australia

Phone Number: (+61) 422 131 882

E-Mail Address: [nhien.nguyen@OnLearnY.com](mailto:nhien.nguyen@OnLearnY.com)

## 12. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless OnLearnY and each of our respective officers, directors, agents, partners and employees (individually and collectively, the “**OnLearnY Parties**”) from and against any loss, liability, claim, demand, damages, expenses or costs (“**Claims**”) arising out of or related to (a) your access to or use of our Services; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with our Services. You agree to promptly notify OnLearnY Parties of any third party Claims, cooperate with OnLearnY Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees). You also agree that the OnLearnY Parties will have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and OnLearnY or the other OnLearnY Parties.

## 13. Disclaimers

We do not control, endorse or take responsibility for any User Content or third-party content available on or linked to by our Services.

Your use of our Services is at your sole risk. Our Services are provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In

addition, OnLearny does not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While OnLearny attempts to make your access to and use of our Services safe, we cannot and do not represent or warrant that our Services or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Services.

#### **14. Limitation of Liability**

OnLearny and the other OnLearny Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if OnLearny or the other OnLearny Parties have been advised of the possibility of such damages.

The total liability of OnLearny and the other OnLearny Parties, for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the amount paid, if any, by you to access or use our Services.

The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of OnLearny or the other OnLearny Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

#### **15. Changes to these Terms**

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to our Services and update the “Last Updated” date above. We may also attempt to notify you by sending an email notification to the address associated with your account, if any, or providing notice through our Services. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued access to and use of our Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Services.

#### **16. Electronic Communications**

By [creating a OnLearny account] [accessing or using the Services], you also consent to receive electronic communications from OnLearny (e.g., via email or by posting notices on our Services). These communications may include notices about your account (e.g., payment authorizations, password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

#### **17. Termination**

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

#### **18. Severability**

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.