

Terms of Use

AGREEMENT BETWEEN USER AND ULearnUlive, LLC

1. General

Welcome to the ULearnUlive.com website (the "Website"). The terms "we", "us", "our" and "ULearnUlive" refer to ULearnUlive, LLC, a Maryland limited liability company having its offices at 1783 Forest Drive #341, Annapolis, Maryland 21401. Access to our Website, any ULearnUlive mobile or tablet application, or any other feature or other ULearnUlive platform (collectively the "Platform") is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Terms"). We recommend that you print a copy of these Terms for future reference. Please read these Terms carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than in court. You should also read our Privacy Policy, which also governs your use of our Platform and sets out the terms on which we may process any personal information that we collect about you, or that you provide to us, and is incorporated by reference into these Terms. The Privacy Policy can be found [here](#). By accessing or using our Platform, you acknowledge and agree to have read, understood, and agreed to be legally bound by these Terms and our Privacy Policy. If you do not agree to these Terms, please do not use or access our Platform or contact our support center [here](#).

2. Changes to the Terms

We may amend these Terms from time to time to comply with any regulatory requirements or if there are changes to our business practices. Every time you wish to use our Platform, please check these Terms to ensure you understand the terms that apply at the time. Your use of our Platform will be subject to the most recent version of the Terms available on the Platform. We recommend that you read through the Terms available on the Platform regularly so that you can be sure that you are aware of any changes that may apply to you.

3. Access and Use of the Platform

The Platform is currently made available for personal and for educational uses, such as universities, colleges and not-for and for-profit educational institutions, free of charge. The Platform may also contain links to businesses in related fields included from time to time.

We do not guarantee that access to the Platform, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the Platform without notice to you.

You must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform will cease immediately.

Statements of political opinions or statements which reveal religious or philosophical beliefs or social beliefs are discouraged, unless such statements are an integral part of, and necessary, to fully understand a posting.

4. We do not sell Products

The Platform is a global platform for universities, educators, experiential education providers, student related organizations and non-profits to communicate with each other on any subject related to education. UlearnUlive does not provide, own or control any of the parties that may use the Platform and products or services that you can access through our Platform (the "Products"), except for products provided by ULodging.com, a site that connects students with providers of university and college lodging. The Products are owned, controlled or made available by third parties (individually, the "Provider" and collectively the "Providers"), either directly (e.g., a university) or through a facilitator or by referral to or from our members. The Providers are responsible for the Products and all contracts, since UlearnUlive is not in the business of providing Products, except as noted above. Connections through the Platform are solely on the platforms of the individual Providers. The Provider's terms and privacy policies apply to your engagement of a Provider, so you must agree to, and understand those terms. Some Providers may be law firms, accounting firms or other professional service firms. UlearnUlive does not endorse any of those Providers or their services and you assume the risk of engaging any such firm. Your interaction with any Provider accessed through our Platform is at your own risk, and UlearnUlive does not have any responsibility should anything go wrong with your engagement of a Provider. UlearnUlive has no

control over the Products or Providers. For more information about how UlearnUlive works, please contact info@ulearnulive.com.

UlearnUlive may also display offers for, or connections to, travel destination products as, e.g., tours, events, attractions, cruises and others. UlearnUlive does not provide, own or control any of the destination travel products that you can access through our Platform (the “Travel Products”). The Travel Products are owned, controlled or made available by third parties (the “Travel Product Provider”), either directly (e.g., a tour operator) or through a facilitator (e.g., a university or a university sponsored online travel company). The Travel Product Providers are responsible for the Travel Products and all booking contracts. The Travel Product Provider’s terms and privacy policies apply to your booking, so you must agree to, and understand those terms. Further, the terms of the individual operator of the Travel Product which you plan to use, if different from the Travel Product Provider, will also apply to your booking, so you must also agree to, and understand those terms.

Your interaction with any Provider or Travel Product Provider accessed through our Platform is at your own risk, and UlearnUlive does not have any responsibility should anything go wrong with your booking. UlearnUlive has no control over the Products and Travel Products or Providers and Travel Product Providers. For more information about how UlearnUlive works, we recommend that you contact info@ulearnulive.com.

UlearnUlive may host content, including prices, images and other information, made available by or obtained from Providers (“Provider Content”), as well as content provided by users, such as comments, ratings and other information (“User Content” and together with the Provider Content, the “Content”). UlearnUlive is in no way responsible or liable for the accuracy, quality, completeness, reliability, timeliness or trustworthiness of the Content, and UlearnUlive has no influence over the Content. In particular, we do not guarantee that Provider Content, in particular the prices reflected therein, will be updated in real time or that a particular Product will be available. As a result, the price displayed by a Provider may not correspond to that displayed on our Platform. Ratings displayed on this Platform are provided by contributors and are intended as only general guidelines, and we do not guarantee the accuracy of the ratings or of any User Content.

5. UlearnUlive Booking Services

The Platform may allow booking or sales of Provider Products We may make booking and sales services (“UlearnUlive Booking Services”) available in our

discretion from time to time. If you opt to use UlearnUlive Booking Services, the booking will be made with the Provider and UlearnUlive will forward the booking information that you provide to the relevant Provider. When you make a booking through UlearnUlive Booking Services, our Platform acts as only a user interface, and you will only have a valid booking with a Provider if you receive written confirmation within two days from that Provider accepting your booking. The contract for the relevant booking will be made between you and the Provider. UlearnUlive will indicate the name of the Provider (who is the actual merchant of record, e.g.) on the Platform or the booking website or in the terms and conditions for the booking. UlearnUlive has no responsibility for the booking or the Product because UlearnUlive neither creates the description of the Product, determines the price and any fees, confirms any booking nor provides the Products that you book or purchase. If you have any issues or disputes around your booking and/or the Product, you agree to address and resolve these with the Provider.

6. Use of the Platform

As a condition of your use of our Platform, you warrant that:

- you are at least 18 years of age;
- you possess the legal authority to create a binding legal obligation;
- you will use the Platform in accordance with these Terms;
- you will only use this Platform for your private use to connect with Providers in the educational services area;
- if you use the Platform on behalf of someone else, you will inform them about the Terms that apply to any searches and/or bookings or purchases you have made on their behalf, including all rules and restrictions applicable thereto;
- all information supplied by you to our Platform is true, accurate, current and complete; and
- if you have a UlearnUlive account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you.

We retain the right at our sole discretion to deny access to anyone to our Platform and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms.

The Products presented on the Platform are displayed in the currency you have selected. If you do not select any currency, the relevant currency for the respective top-level domain will be used as the default. Our currency

conversion is for information purposes only and should not be relied upon as accurate and real time. Currency valuations and exchange rates change regularly, some on an hourly or minute to minute basis. UlearnUlive cannot guarantee any currency conversion displayed. Some Products may also be sold in another currency than the one preset or chosen by you for the display of the search results. Actual rates may vary and your payment provider (e.g., your credit card company) may charge conversion fees and apply another date's exchange rate.

7. UlearnUlive Members

You have the option of joining the UlearnUlive community by creating a member account within the UlearnUlive member area. Anyone can, subject to review by UlearnUlive, which may reject any content in its sole discretion, publish self-generated content ("User Content"), as well as actively participate in the Platform's development via the administrative functions. Unregistered users may read the content on UlearnUlive for free.

Members will have the option to manage and store their own searches. In order to create an account, you will need to provide certain personal information. Other than your username, no personal information is made visible. For further information please refer to our Privacy Policy (**need link**). By deleting your account all of your personal information will be permanently removed.

UlearnUlive only allows one account registration per person. You are responsible for the accuracy and completeness of your personal information.

You are responsible for the use of your account and the confidentiality of your user account information, in particular your password. You must not disclose it to any third party. We have the right to disable your account or password, at any time, if in our reasonable opinion you have failed to comply with these terms of use. If you know, or suspect that anyone other than you, knows your user identification code or password, you must notify UlearnUlive immediately.

8. User Obligations and Prohibited Activities

As a user of the Platform, you are responsible for any User Content (text, photos, reviews, links, etc.) that you upload to UlearnUlive. You must ensure that you have all the rights in respect of any content which you publish on the Platform and that any User Content does not violate the rights of third parties.

In particular, you must not create and upload any User Content that:

- is advertising disguised as a review;
- does not have specific content for a reviewed item;
- is not objective or intentionally untrue;
- is immoral, pornographic or in any other way offensive;
- infringes upon the rights of third parties, in particular copyrights;
- violates applicable laws in any way or constitutes a criminal offense;
- contains viruses or other computer programs that may damage software or hardware or that may affect the use of computers;
- is a survey or chain letter; or,
- is aimed at collecting or using personal data from other users, especially for commercial purposes.

Additionally, you agree not to:

- use our Platform or its contents for anything other than educational purposes;
- make any speculative, false, or fraudulent statement;
- access, monitor or copy any content or information of our Platform using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- violate the restrictions in any robot exclusion headers on our Platform or bypass or circumvent other measures employed to prevent or limit access to our Platform;
- take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- deep-link to any portion of our Platform for any purpose without our express written permission which we may withdraw at any time in our discretion; or
- "frame", "mirror" or otherwise incorporate any part of our Platform into any other website without our prior written permission which we may withdraw at any time in our discretion.

If your activity on our Platform shows signs of fraud, abuse or suspicious activity, UlearnUlive may deny its services to you, and close any associated UlearnUlive accounts. If you have conducted any fraudulent activity, UlearnUlive reserves the right to take any necessary legal action and you may be liable for monetary losses to UlearnUlive, including litigation costs and damages. To contest the cancellation of a booking or purchase or freezing or closure of an account, please contact UlearnUlive customer service.

9. Links to and from the Platform

Our Platform may contain hyperlinks to websites operated by parties other than UlearnUlive. Such hyperlinks are provided for your reference and convenience only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. These Terms will be in addition to terms applied by any third-party website that you access via our Platform. Your use of any third-party website may be subject to additional terms and conditions, which we suggest you read carefully before you visit any such website.

Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from our Platform or other websites) is free of such items as viruses, worms, Trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites, the security measures applicable to such websites or any association with their operators.

10. Intellectual Property Rights

We are the owner or licensee of all intellectual property rights in our Platform and the Content as well as the infrastructure used to provide such Content. While you may make limited copies of your itinerary (and related documents) for travel reservations booked through our Platform, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, Products, or services obtained from or through this Platform.

If you copy or use any part of the Platform in breach of the Terms, your right to use the Platform will cease immediately and you must destroy any copies of the materials you have made.

You agree not to generate automated page impressions or content on the Platform.

11. Privacy and Cookies

UlearnUlive believes in protecting your privacy. Please click [here](#) to review our Privacy Policy and click [here](#) to review our Cookie Policy. Any personal information that we collect about you as you browse and use our Platform will

be used in accordance with our Privacy Policy. To find out more about the data we collect about you and how we use it please review our current Privacy Policy, which also governs your use of the Platform and, as stated above, is incorporated by reference.

12. Availability

We do not guarantee that our Platform will always be available, be uninterrupted, secure or free from bugs or viruses, nor that the Platform will be free from errors or omissions.

We shall not be liable for any delay or failure to perform resulting from causes outside of our reasonable control, including, without limitation, any failure to perform due to unforeseen circumstances or cause beyond our control such as acts of god, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, epidemic or other natural disaster, shortages of transportation facilities, fuel, energy, labor or materials or a failure of public or private telecommunications networks.

13. Our liability is limited

We make no representations about the suitability of the Content displayed on our Platform for any purpose. The display on our Platform of a Product or any Content does not in any way imply, suggest, or constitute a recommendation by us of that Product or that Content, or any sponsorship or approval of such Product or such Content by such Provider, or any affiliation between such Provider and us. **All Content and any other information provided on our Platform are provided “as is” without warranty of any kind. UlearnUlive disclaims all warranties and conditions that this Platform, its servers or any email sent from UlearnUlive are free of viruses or other harmful components. UlearnUlive hereby disclaims all warranties and conditions with regard to any Content or any other information provided on our Platform, including all implied warranties and conditions of merchantability, fitness for a particular response, title and non-infringement.**

The Providers are independent from UlearnUlive and are not agents or employees of UlearnUlive nor is UlearnUlive an agent or employee of any Provider. UlearnUlive is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any Provider, including for injuries, death, property damage, or other damages or expenses resulting therefrom. UlearnUlive will not be liable for any cancellation, overbooking,

strike, force majeure or other causes beyond its direct control. UlearnUlive does not accept responsibility for the uninterrupted accessibility to our Platform and may carry out technical or maintenance work on the Platform at any time of its choosing.

In no event shall UlearnUlive be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to, display of or use of this Platform or with the delay or inability to access, display or use this Platform (including, but not limited to, your reliance upon opinions appearing on this Platform; any computer viruses, information, software, linked sites, products and services obtaining through this Platform; or otherwise arising out of the access to, display of or use of this Platform) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if UlearnUlive has been advised of the possibility of such damages.

If, despite the limitation above, UlearnUlive is found liable for any loss or damage which arises out of, or in any way connected with, any of the occurrences described above, then the liability of UlearnUlive will in no event exceed, in the aggregate, One-Hundred Dollars (US){\$100.00}) or the equivalent in local currency.

The limitation of liability reflects the allocation of risk between the parties and you represent that the limitations have been reviewed, and accepted, by you. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose. The limitations of liability provided in these Terms survive the termination of your relationship with UlearnUlive.

14. Dispute Resolution

You agree to defend and indemnify UlearnUlive and any of its officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal, expert witness, litigation and accounting costs and fees, including appeal litigation costs, brought by third parties as a result of:

- your breach of these Terms or the documents referenced herein;
- your violation of any law or the rights of a third party; or
- your use of our Platform.

15. Dispute Resolution (NOTE: If you prefer a different arbitration company, we can change this)

UlearnUlive is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section.

You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Platform, any dealings with our customer service agents, any services or Products provided, any representations made by us, or our Privacy Policy (“Claims”) by contacting UlearnUlive’s customer support center at info@ulearnulive.com. If we are not able to resolve your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

Any and all Claims will be resolved by binding arbitration, rather than in court, except you may assert Claims on an individual basis in small claims court, according to the rules of the state court, if the Claims qualify under applicable court rules. This includes any Claims you assert against us and our subsidiaries. This also includes any Claims that arose before you accepted these Terms, regardless of whether prior versions of the Terms required arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys’ fees and costs), and must follow and enforce these Terms as a court would.

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Consumer Arbitration Rules and specifically Consumer Arbitration Rule R-14, which gives the arbitrator the power to rule on all issues concerning the arbitrability of any claim or counterclaim.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. If your total Claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator’s fees. If your total Claims exceed \$10,000, the filing fees and costs of the arbitrator will be divided equally between You and UlearnUlive.

Either You or we may choose to have an arbitration conducted by telephone, based on written submissions or in person in the state where you live or at another mutually agreed location.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to “UlearnUlive Legal,” at UlearnUlive 1783 Forest Drive #341, Annapolis, Maryland 21401. If we request arbitration against you, we will give you notice at the email address or street address you have provided. The AAA's rules and filing instructions are available at www.adr.org.

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. You agree to not file or become part of any class action against UlearnUlive. If for any reason a Claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. The Federal Arbitration Act and federal arbitration law apply to these Terms. An arbitration decision may be confirmed by any court with competent jurisdiction.

16. Complaints or Queries

If you have any queries or complaints about the Platform, please contact our support center [here](#). We will use reasonable efforts to respond to you promptly.

17. General

These Terms and any non-contractual obligations arising out of them are governed by the Federal Arbitration Act, federal arbitration law, and for sales or bookings made by U.S. residents, the laws of the state in which you reside, without regard to principles of conflicts of laws. Use of our Platform is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our Platform or information provided to or gathered by us with respect to such use.

These Terms do not create or infer any rights that are enforceable by any person who is not a party to them.

If any part of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of

these Terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Fictitious names of companies, products, people, characters, and/or data mentioned on the Platform are not intended to represent any real individual, company, product, or event.

Any rights not expressly granted herein are reserved.