

# Terms & Conditions

These Terms & Conditions (the "Terms") govern your access to and use of the LearnLayer platform operated by Loopjet LLC, a Wyoming limited liability company doing business as LearnLayer ("LearnLayer," "we," "us," or "our").

By accessing or using the LearnLayer platform (the "Platform"), the customer identified in the applicable order form or subscription purchase ("Customer," "you," or "your") agrees to be bound by these Terms.

## 1. The Service

LearnLayer provides a cloud-based learning management system (LMS) and related tools that enable Customers to create, manage, and deliver training content, administer users, and track learning activity.

The Platform is made available on a subscription, software-as-a-service (SaaS) basis. Customer receives a right to access and use the Platform during the applicable subscription term; no ownership interest in the Platform is transferred.

Certain features may be identified as alpha, beta, preview, or experimental ("Beta Features"). Beta Features may change or be discontinued and are provided "as is" and without warranties of any kind.

Certain features, service levels, or implementation services may be described in an order form, statement of work, or similar written agreement ("Order Form"). If there is a conflict, the Order Form will control for that specific subject matter.

## 2. Account Registration and Access

The customer is responsible for maintaining the confidentiality of usernames, passwords, API keys, and other access credentials, and for restricting access to its accounts.

The customer is responsible for all activities that occur under its accounts, including activities of its users, administrators, contractors, and other authorized personnel.

The customer will ensure that its users comply with these Terms and is responsible for any violation of these Terms by its users.

## 3. License Grant and Acceptable Use

Subject to payment of applicable fees and continued compliance with these Terms, LearnLayer grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform for Customer's internal business purposes during the subscription term.

Customer will not, and will not permit any third party to:

- Reverse engineer, decompile, or attempt to derive source code from the Platform.
- Resell, rent, lease, sublicense, or provide the Platform on a service bureau basis.
- Use the Platform to develop or provide a competing product or service.
- Bypass, disable, or circumvent usage limits, security controls, or technical restrictions.

#### **4. Customer Content**

Customer retains all right, title, and interest in and to all content, data, and materials that Customer or its users upload to or otherwise provide through the Platform ("Customer Content").

Customer grants LearnLayer a limited, non-exclusive license to host, process, transmit, store, and display Customer Content solely as necessary to provide, maintain, and improve the Platform, and to perform our obligations under these Terms.

Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to submit Customer Content and to grant the rights in this Section.

#### **5. Fees and Payment**

Fees and payment terms are set forth in the applicable Order Form.

Subscription fees are payable in advance unless otherwise stated in the Order Form. Customer is responsible for all applicable taxes, excluding taxes based on LearnLayer's net income.

Late payments may result in suspension of access to the Platform until amounts are paid in full. Fees are non-refundable except as required by applicable law or expressly stated in the Order Form.

#### **6. Subscription Term and Termination**

The subscription term begins on the start date and continues for the duration stated in the Order Form (the "Subscription Term").

Unless otherwise stated in the Order Form, subscriptions renew automatically for successive renewal terms. Customer may prevent renewal by providing written notice in accordance with the Order Form prior to the renewal date.

LearnLayer may suspend or terminate access to the Platform for material breach, misuse, or non-payment. LearnLayer may also suspend access immediately if reasonably necessary to (a) prevent or address security risks, fraud, abuse, or unlawful activity; (b) avoid legal liability or comply with law or a governmental request; or (c) prevent material harm to the Platform, other customers, or

LearnLayer's systems (including excessive load or interference). Where practicable, LearnLayer will provide notice and an opportunity to cure before suspension but may do so after suspension when immediate action is required.

Upon termination or expiration, Customer's right to access the Platform will cease. Upon Customer's written request made within thirty (30) days after termination or expiration, LearnLayer will make Customer Content available for export in a reasonably accessible format. After that 30-day period, LearnLayer may permanently delete Customer Content from its production systems, unless legally required to retain it (for example, to comply with law, enforce these Terms, or resolve disputes). Deletion from backup systems will occur in accordance with LearnLayer's standard backup retention cycles.

## **7. Data Protection and Security**

Customer is the controller (or equivalent role) of personal data submitted to the Platform and is responsible for determining the purposes and means of processing such personal data.

LearnLayer acts as a processor (or equivalent role) and will implement commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Content.

If required by applicable law, the parties will enter into a data processing addendum (DPA) governing the processing of personal data.

## **8. Availability and Support**

LearnLayer will use commercially reasonable efforts to make the Platform available. The Platform may be unavailable from time to time due to maintenance, updates, third-party dependencies, or events outside of LearnLayer's reasonable control.

Support, service levels, and implementation services (if any) are described in the applicable Order Form.

Any uptime commitments, service level agreements (SLAs), service credits, or specific remedies apply only if expressly set forth in an Order Form.

## **9. Intellectual Property & Feedback**

The Platform, including all software, design, architecture, documentation, and improvements, and all intellectual property rights therein, are and will remain the exclusive property of LearnLayer and its licensors.

If Customer provides suggestions, ideas, or feedback regarding the Platform ("Feedback"), LearnLayer may use and incorporate such Feedback without restriction or obligation.

## **10. Confidentiality**

Each party may receive non-public business, technical, or financial information from the other party ("Confidential Information"). Each party will use reasonable care to protect the other party's Confidential Information and will not disclose it except to its employees, contractors, and advisors who need to know it and are bound by confidentiality obligations at least as protective as those in these Terms.

## **11. Warranties Disclaimer**

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE."

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LEARNLAYER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **12. Limitation of Liability**

To the maximum extent permitted by law, LearnLayer's total aggregate liability arising out of or relating to the Platform or these Terms will not exceed the fees paid by Customer to LearnLayer in the twelve (12) months preceding the event giving rise to the claim.

To the maximum extent permitted by law, LearnLayer will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, or goodwill, even if advised of the possibility of such damages.

## **13. Indemnification**

Customer will indemnify, defend, and hold harmless LearnLayer and its affiliates, officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Customer Content; (b) Customer's or its users' misuse of the Platform; or (c) violation of applicable law by Customer or its users.

## **14. Governing Law; Venue**

These Terms are governed by the laws of the State of Wyoming, United States, without regard to conflict of law principles. Any dispute arising out of or relating to these Terms or the Platform will be brought exclusively in the state or federal courts located in Wyoming, and each party consents to the personal jurisdiction of those courts.

## **15. Changes to These Terms**

LearnLayer may update these Terms from time to time. If we make material changes, we will take commercially reasonable steps to provide notice (for example, by posting an updated version on this page). Continued use of the Platform after the effective date of updated Terms constitutes acceptance of the updated Terms.

## **16. Entire Agreement**

These Terms, together with any Order Form, form the entire agreement between the parties regarding the Platform and supersede any prior or contemporaneous agreements and understandings on that subject.

## **17. Assignment**

Customer may not assign or transfer these Terms, in whole or in part, without LearnLayer's prior written consent. Any attempted assignment in violation of this Section is void. LearnLayer may assign these Terms without Customer's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

## **18. Force Majeure**

Neither party will be liable for any failure or delay in performance (other than payment obligations) to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, labor disputes, war, terrorism, civil unrest, government actions, interruptions or failures of the internet or hosting providers, or widespread cloud service outages. The affected party will use reasonable efforts to mitigate the impact and resume performance as soon as practicable.