

Learning Management System T&C

Welcome to Slang! In this document you will find the terms and conditions applicable to our Clients, in connection with Lengio Corporation's ("**Slang**") Learning Management System Platform (the "**LMS**").

Let's start with an overview of the LMS!

Our LMS is a platform that allows our Clients to activate and remove Authorized Users, evaluate and monitor user progress, create groups for follow-up, assign courses and tests, and keep a record of the results and progress of the Authorized Users, among other administration and management functions of the User Licenses purchased by the Client.

Please note that you are fully responsible for acquiring the necessary elements to have access to the LMS, including the internet services required for access.

How do we understand that you agree with these terms?

By: (i) accepting the Commercial Offer sent by Slang, (ii) creating a user in the LMS, (iii) using the LMS, and/or (iv) expressly accepting these Terms electronically by clicking on the links that the LMS has provided for such purposes, the Client and/or the Admin User express their consent and acceptance of all the provisions stipulated in this document.

Likewise, by performing any of the aforementioned activities, the Admin User declares that they have the legal capacity and the necessary powers to be bound in accordance with the Terms in their own name and on behalf of the Client. In case of not being authorized to act on behalf of the Client, the Admin User shall be personally liable for the obligations undertaken in these Terms.

Definitions

"Admin User": Those natural persons designated by a Client to use the LMS.

"Authorized User": Those natural persons designated by a Client to use the Platform and/or the contracted Services, regarding a purchased License of Use.

"Client": The Person to whom Slang makes available certain Admin User Licenses to be used by Admin Users, in exchange for remuneration, and pursuant to a contract that has been entered into between them.

"Fee": The annual or monthly payment payable by the Client for the use of the Platform and the LMS, in accordance with the specifications described in this instrument.

"License of Use": The authorization granted by Slang to a User, so that they can access the Platform during the contracted term as an Independent User or by a Client, as applicable.

"LMS License of Use": The authorization granted by Slang to a Client through the Admin Users to access the LMS for the contracted term.

"Person": Any natural person, civil or commercial partnership, autonomous estate, joint venture, association, company, corporation, foundation, or any other entity with legal personality or any other public entity or any nation or political subdivision thereof, whether local or foreign, and any agency, authority, regulatory body, court, central bank, or any entity in the exercise of its executive, legislative, or judicial powers.

"Platform": Slang's Learn App.

Details of our services

Admin Users will have access to the LMS at the time agreed with the Client.

The User agrees that the Services provided through the LMS are "as is" services, which means that there is no express or implied warranty as to the performance of the LMS except as set forth in the Service Level Agreements.

Users registry

The use of the LMS is for registered Admin Users. During such registration, Admin Users must provide accurate contact information (such as name and email address). Admin Users are also responsible for protecting their LMS registration credentials from unauthorized use, and for all activity that occurs under their account.

By accepting these Terms, the Admin User agrees to notify Slang immediately if their registration credentials have been or may be used without their permission, so that appropriate action can be taken by Slang. Slang shall not be liable for any loss or damage caused by the failure of the Admin User to protect their registration credentials.

Only one account per User may be registered. The Admin User must provide accurate, complete, and updated information, and failure to do so is a violation of these Terms and may result in the cancellation of the account, if Slang deems it appropriate.

Admin User

If you are an Admin User, please note the following information:

- The term of the LMS User License will be as agreed in the contract executed between Slang and the Client who authorized you to have an LMS User License.
- You will only be able to access those Services and features of the LMS contracted by the Client that authorized you to have an LMS License of Use.
- The Client may, at any time, deactivate, modify, or suspend your access to the LMS at its discretion.
- It is solely the responsibility of the Client to inform you of any modification to the contracted Services.

Some basic rules...

Below are some of the basic rules for the use of the LMS, with which you must comply as an Admin User:

- Provide truthful, accurate, current, and authentic information regarding your identity.
- Act in accordance with the instructions given by the Client.
- Give notice to Slang of any irregularity or illegality of which you are aware, and that has occurred or is occurring in the LMS.
- Refrain from making publications and/or acts that infringe the intellectual property rights of third parties.
- Read and fully understand these Terms.
- Read, fully understand, and accept Slang's personal data processing policy before providing any data.
- Refrain from uploading, distributing, or sending files that contain viruses, corrupted files, or any other similar software or programs that may damage the operability of the LMS.
- Refrain from modifying, disassembling, decompiling, or reverse engineering the LMS.
- Refrain from testing, vulnerability scanning, or attempting to circumvent the security mechanisms implemented in the LMS.
- Refrain from accessing or using the information of other clients or third parties through

the LMS, without being duly authorized to do so.

- Refrain from deliberately reducing or impeding the accessibility, usability, or operability of the LMS.
- Refrain from using the LMS to post, promote, or transmit illegal, abusive, defamatory, threatening, harmful, or discriminatory material or content.
- Refrain from transmitting, posting, or promoting material or content that encourages any conduct that may constitute a criminal offense or that may give rise to any liability for Slang under applicable laws.
- Upon termination of the provision of the Services for any reason, the Client and the Admin Users shall immediately cease use of the LMS. The Admin Users expressly understand and agree that, upon termination of the provision of the Service, they shall not be entitled to exercise any rights to access or use the LMS.

The Admin User shall hold harmless Slang, as well as its subsidiaries, controlled companies, controlling companies, officers, directors, and administrators, for any claim initiated by other Users, third parties, or by any organization, related to its activities on the Website, and especially for the breach of the obligations stipulated in this chapter.

Service level agreements

All provisions related to the availability of the LMS, support and maintenance, suspension of service, among other similar provisions, can be found in our Service Level Agreements document which shall form an integral part of these Terms and which you can find in our Legal Hub or at the following link: [\[link\]](#).

Software Use License

During the term of the contract executed between Slang and the Client, the Admin User shall have a limited, non-exclusive, non-assignable, and onerous right of use of the Services offered by the LMS. Under this License of Use, the Admin Users may use the LMS according to the package of Services purchased by the Client.

Slang only grants the Admin User a license of use and in no way grants rights of economic exploitation of the LMS.

Intellectual Property Rights

Slang is the exclusive owner or legitimate licensee of all intellectual property rights derived

from the Platform and the LMS and does not grant any implied or express right of ownership or exploitation to the Admin User.

The Admin User acknowledges that the license of use that is regulated in these Terms is subject to the following restrictions:

- a. Slang licenses may not be shared or used by more than one individual Admin User, unless there is a reassignment of Admin User due to retirement or temporary absence of the Admin User initially assigned by the Client, in which case the original Admin User may not have access to the same license, and in return must use a new one or wait for the reassignment of the same.
- b. The Admin User may not license, sell, rent, lease, transmit, assign, distribute, subcontract, disclose, or otherwise commercially exploit the license to use the LMS, or any of the Services offered through the LMS.
- c. The Admin User may not modify, create derivative works, disassemble, decompile, or reverse engineer the LMS, or access or use the Service for the purpose of creating, supporting, and/or assisting a third Party.
- d. The Admin User may not perform any act that imposes disproportionately or unreasonably large loads on the sites, servers, or networks connected to the LMS.
- e. Except as expressly provided herein, no part of the LMS may be copied, reproduced, distributed, published, downloaded, displayed, or edited in any form or by any channel, including, but not limited to, electronic, mechanical, photocopying, recording, and/or any other.
- f. The Admin User agrees to prevent and avoid unauthorized access to the LMS by third parties.

Also, all information, text, images, audio, video, data, links, software, or other material which is not posted, uploaded, or otherwise provided by you, is the property of Slang or its licensors. Slang Content is protected by copyright, trademark, patent, trade secret, and other rights of Slang and its licensors, and, as between you and Slang, Slang retains all rights in Slang Content and the Service, provided that you have a non-transferable, non-sublicensable, non-exclusive, revocable, and limited right to access and use the Services and Slang Content solely for your personal educational use of the Services, subject to these Terms of Service.

As for Slang's trademark, it is also protected by intellectual property rights, and Slang does not grant any right to use or exploit it.

Possible Copyright infringement by Slang

If you believe that any content on our Services infringes your copyright, you may request that such content be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information:

- identification of the copyrighted work that you believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work;
- identification of the content that you believe to be infringing and its location, including a description of the content, and its Website location or other pertinent information that will help Slang to locate such content;
- your name, address, telephone number, and email address (this data will be treated in accordance with our Privacy Policy, which you should review before submitting);
- a statement that you have a good faith belief that the complained of use of the material is not authorized by the copyright owner, its agent, or the law;
- a statement that the information in your claim is accurate; and
- a statement that, "under penalty of perjury," You declare that You are the lawful copyright owner or are authorized to act on the owner's behalf.

The claim can be made by sending an email to the following email address: legal@slangapp.com.

Suspension of the Service

Slang reserves the right to temporarily or permanently suspend the Service provided through the LMS, or to refrain from enabling access to the LMS, when the Client fails to comply with the agreed obligations or when the Admin User fails to comply with any of the obligations under these Terms.

Limitation of Liability

In no event shall Slang be liable for indirect, special, incidental, or consequential damages, or for any damages in connection with the use of the LMS, for improper use of the LMS by the Admin User, for vulnerabilities and risks arising from the use of the Internet, or for attacks, sabotage, or other unethical practices or illegal circumstances, or force majeure. Notwithstanding the foregoing, Slang will endeavor to have the necessary cyber security measures in place to guarantee the protection of the Client's and its Users' data and

information. In any case, Slang's liability, in case of persistence, whether contractual or extra-contractual, of any kind or nature, will be limited to the amount received in the provision of the Services.

Dispute Resolutions

Slang and its Users agree that for any disagreement or discrepancy that arises during the performance of the Services, they will have a term of thirty (30) calendar days, counted from the date of the claim, to resolve their differences through direct negotiation or conciliation. After the expiration of this period without reaching an agreement, the Parties shall be free to resort to the courts of Massachusetts.