

Learn App Terms & Conditions

Welcome to Slang! In this document, you can find the terms and conditions applicable to Users who access and make use of the Learn App of Lengio Corporation ("**Slang**"), available through its website or mobile application (the "**Platform**").

These Terms of Service (the "**Terms**") form the basis of the legally binding contract between the User and Slang. ***If you are a User of the Platform, please read them carefully before using the Platform, as these Terms are non-negotiable.***

Let's start with an overview of the Learn App!

Our Learn App helps users to accelerate their learning of professional, specialized, and general English by enabling Users to study the content that is most relevant to them. The Services include an adaptive, personalized content-based solution for improving vocabulary, grammar, and usage skills based on the content that the User selects through the Platform. The functionality and content of the Services are subject to change at Slang's sole discretion.

You are responsible for obtaining any equipment and Internet service necessary to access the Platform and for paying any fees for the selected equipment and service.

How do we understand that you agree with these terms?

By: (i) creating a User on the Platform, (ii) starting any of the courses offered on the Platform, and/or (iii) express electronic acceptance of these Terms by clicking on the links that the Platform has provided for such purposes, the User expresses his/her consent and acceptance of all the provisions set forth in this document.

Likewise, by performing any of the aforementioned activities, Users declare that they have legal capacity and the necessary powers to bind themselves in accordance with these Terms. In the event that whoever uses the Platform does so on behalf of a legal entity or a third party, said person guarantees that is fully authorized to bind and represent said Person. In the case of not being authorized, the applicant will be personally liable for the obligations undertaken in accordance with these Terms.

Definitions

"Administrator": the Person that the Client identifies as an administrator with the entitlement to access all information related to the use of the Platform by their Authorized Users.

"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 User Licenses to be used by Authorized Users, in exchange for remuneration, and pursuant to a contract executed between them.

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

"Free Services": Services that are available free of charge or for a free trial period.

"Independent Users": those Users who directly purchase the Services through the Platform.

"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.

"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.

"Services": the service provided by Slang through its Platform, which consists of making professional, specialized, and/or general English courses available to its Users.

"Users": those persons who access and use the Platform. Users shall be those who hold the license to use the Software in accordance with these Terms.

Detail of our Services

Slang will provide the Services in the form of software as a service, that is, will make the Platform available to the User through the Internet, for a certain period of time so that the User can make use of it in a non-exclusive, non-perpetual, and non-transferable manner.

Users will have access to the Platform once the License of Use is acquired (in the case of Independent Users), or once the Client has reached an agreement with Slang and grants Slang an authorization as an Authorized User.

Likewise, the User accepts that the Services are "as is" services, which means that there is no

express or implied warranty about the Platform, nor about the quality or the results that the User expects with the use of the Platform, except as set forth in the Service Level Agreements.

User Registry

Our Services are reserved for registered Users. In order to become a registered user, we may ask you to complete a registration form and provide certain personal information which we will treat in accordance with the provisions of our Data Privacy Policy, which can be found in our Legal Hub.

During the registration, you are required to give truthful contact information (such as name and email address) in accordance with these Terms and Conditions. You are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs on your account (including, without limitation, financial obligations).

You agree to notify us immediately if you believe that your Login Credentials have been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your Login Credentials. You are responsible for keeping your registration information up to date through the Platform.

Only one account per User may be registered. The 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.

User Content

Slang does not claim ownership of any content uploaded by the User to the Platform. By submitting such content, however, You hereby grant Slang a world-wide, royalty-free, perpetual, irrevocable, non-exclusive license to use, distribute, reproduce, modify, adapt, or create derivative works from, publicly perform, and/or display such content. This license shall remain in effect until Slang deletes the applicable content from Slang's systems.

You represent and warrant that: (i) you own the content submitted and used by you on the Platform or otherwise have the right to grant the rights and licenses set forth in these Terms of Service; (ii) the submission and use of your content on or through the Service does not violate, misappropriate, or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark, and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of User Content you submit or use on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms of Service in your jurisdiction.

Slang has the right, but not the obligation, to monitor content submitted to our Platform to determine compliance with these Terms and any other applicable rules that we may establish. We have the right in our sole discretion to edit or remove any material submitted to or posted through our Platform.

Authorized Users

When you act as an Authorized User, it means that you have access to our Services pursuant to a contract executed between Slang and a Client. Please note the following information:

- The time during which the License of Use will be available to you will be that stipulated in the contract executed between Slang and the Client who authorized you to have a License of Use.
- You will only be able to access those Services and features of the Platform contracted by the Client who authorized you to have a License of Use. If you want any additional services, you may purchase them on your own according to the rates offered by Slang.
- The Client may, at any time, deactivate, modify, or suspend your access to the Platform at their discretion.
- It is solely the responsibility of the Client who authorized you to have a License of Use to inform you of any modification, suspension, or change of the contracted Services.
- The Client will have access to data related to your interaction on the platform (grades, shared content, and activity time, among other data).

Independent Users

Independent Users may access our Free Services or our Paid Services. Paid Services will be purchased in accordance with the terms and conditions described below:

- a. The Independent User agrees that the purchased Services are paid to Slang through its third-party payment processing service provider.
- b. The payment made by the Independent User grants the User the right to use the Platform with the contracted functionalities and for the time indicated in the purchased package.
- c. In the event that the Independent User wants to continue accessing the Platform after the termination of the time purchased, the Independent User must make the purchase again, taking into account that such packages are not offered under the automatic subscription mode.

- d. All information that the Independent User provides to register with Slang, including credit card or payment account information, is subject to Slang's Privacy Policy.
- e. Slang will use a third-party payment service to bill its Independent Users through an online account (your "**Billing Account**").
- f. Payment processing will be subject to the terms, conditions, and privacy policies of the third party payment service in addition to these Terms.
- g. You acknowledge that we may change the third-party payment service and move your information to other service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.
- h. Slang has no obligation to provide refunds or credits.
- i. Slang reserves the right to update its prices in accordance with its business policy.

Some basic rules...

Below you will find some of the basic rules for the use of the Platform, which you must comply with as a User:

- Provide truthful, accurate, current, and authentic information regarding your identity.
- Give Slang notice of any irregularity or illegality of which you become aware that has occurred or is occurring on the Platform.
- Refrain from making posts 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 Privacy 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 harm or damage the operability of the Platform.
- Refrain from modifying, disassembling, decompiling, or reverse engineering the Platform.
- Refrain from testing, vulnerability scanning, or attempting to circumvent security mechanisms implemented on websites, servers, or networks connected to or related to the Platform.
- Refrain from accessing or using the information of other customers or third parties

through the Platform without being duly authorized to do so.

- Refrain from using the Platform to post, promote, or transmit any unlawful, abusive, defamatory, threatening, harmful, or discriminatory material or content.

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

Service Level Agreements

All provisions related to the availability of the Platform, support and maintenance, and 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](#).

Termination

If any of the Parties fails to comply with any of the obligations and/or performs any of the prohibitions stipulated in this instrument, and does not proceed to remedy such circumstances within fifteen (15) days following the notification of its occurrence, the affected Party may terminate the provision of the Service, without this implying the waiver of the remedies that are legally available, adequate, and pertinent.

Software Use License

During the term of the Services, the User shall have a limited, non-exclusive, non-transferable, and onerous right of use to use the Services offered by the Platform. Under this License of Use, Authorized or Independent Users may use the Services according to the package of Services purchased by the Client or on their own.

Slang only grants the User a License of Use and in no way grants rights of economic exploitation of the Platform.

Intellectual Property Rights

Slang is the exclusive owner or legitimate licensee of all intellectual property rights derived from the Platform and does not grant any implied or express right of ownership or exploitation

to the User.

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

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 to the 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 the 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 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 through the following email address: legal@slangapp.com

Suspension of the Service

Slang reserves the right to temporarily or permanently suspend the Service if agreed with the Client, when the Client fails to comply with the agreed conditions, or when the User breaches any of its 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 for loss of data, revenue, profits or other variables with respect to the use of the Platform, for the incorrect use of the Platform by the User, for the vulnerabilities and risks arising from the use of the Internet, or for attacks, sabotage or other unethical practices or illegal circumstances, force majeure, or acts of God.

Notwithstanding the foregoing, Slang will endeavor to have the necessary computer security measures to ensure the protection of the data and information of the Client and its Users. 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 Resolution

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 contact the courts of Massachusetts.