

LearningFREQUENCY Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY. If you disagree with any part of these Terms of Use, please refrain from using our Site. We may update these Terms of Use from time to time and may condition your continued use of our Site on your agreeing to those revised terms.

The terms “**LearningFREQUENCY**”, “**us**”, “**our**”, or “**we**” refers to LearningFREQUENCY LLC, and any third parties that it might engage in providing the Services. LearningFREQUENCY is the owner of this Site. The term “**you**” refers to you, as a User of our Site.

By continuing to browse or use this website or any related mobile application, or products or services made available through www.learningfrequency.com or any related web pages on the same domain (collectively, the “**Site**”), you are agreeing to comply with and be bound by the following terms and conditions of use (the “**Terms of Use**” or “**Terms**”), which, together with our [Privacy Policy](#), govern our relationship with you in relation to the Site.

As referred herein, “**Services**” shall refer to LearningFREQUENCY’s provision of access to the Site.

1. The Site

1.1.Eligibility. Though the Site and Services are largely directed to children, you must be 18 years or older and have the power and authority to set up a User Account and enter into these Terms. You agree to review these Terms with your parent or legal guardian to make sure that both you and your parent or legal guardian understand and agree to these Terms. If you are a parent or legal guardian agreeing to these Terms for the benefit of a child, then you agree to and accept full responsibility for that child’s use of the Site, including all financial charges and legal liability that they may incur.

1.2.Permission to Use the Site. We grant you permission to use the Site subject to the restrictions in these Terms. Your use of the Site is at your own risk. You should visit this page regularly and review these Terms for the current terms applicable to the Site, since your continued access or use of the Site will be deemed as an irrevocable acceptance of any such changes, modifications or alterations.

1.3.Site Availability. The Site may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability. The availability of the content on the Site, may be affected by a variety of factors, including event delays or cancellations, technical problems or network delays, program rescheduling, or other reasons. You agree that we are not obligated to provide you with any specific content under these Terms.

2. General Terms

2.1.Privacy Policy. We care about your privacy. Our [Privacy Policy](#) is a part of these Terms and incorporated herein by reference.

2.2.User Account. To access and benefit from the features of the Site, you must first register and create an account with us (“**User Account**”). For such registration, Users will need to provide personally identifiable information, including their full name and email address. Please keep your log-in credentials confidential and do not allow access to third parties. You are solely and

fully responsible for all activities that occur under your User Account (including any representations, warranties and undertakings made therein), whether or not specifically authorized by you, and for any damages, expenses or losses that may result from such activities. Any dispute on User Account ownership shall be finally resolved by us in our sole discretion.

2.3. Responsibility for Your User Information. You are required to provide certain information about yourself in order to set up a User Account and access the features that are offered through the Site. We ask that you provide complete and accurate information. You may not impersonate someone else (e.g., adopt the identity of a celebrity or a friend), register for anyone other than yourself, or provide an email address other than your own.

2.4. Your Information Is Accurate. You represent and warrant to us that any information you provide to LearningFREQUENCY, including any contact information, is accurate and that you will keep it accurate and up to date. If you do not wish to input certain information due to personal concerns, then please omit this information when you register.

2.5. Communications from LearningFREQUENCY. By providing your information and/or registering for a User Account, you agree to receive communications we send in connection with the Site. For example, you may receive occasional updates about special promotions and events. Such communications may be sent by email. You can unsubscribe from receiving communications from LearningFREQUENCY by clicking “unsubscribe” at bottom of any LearningFREQUENCY email, or by emailing support@LearningFREQUENCY.com. We reserve the right to communicate with you about any important administrative issues relating to the Site, your account or your subscription (including technical, security-related, privacy and functional issues).

2.6. Mobile Phone Use. You are responsible for all fees charged by third parties to access and use the Site (e.g., charges by telephone service providers (“**Carrier**”), etc.). Without limiting the foregoing, you are solely responsible for the payment of all applicable fees associated with any Carrier service plan you use in connection with your use of the Site (such as data, SMS, MMS, roaming, and other applicable fees charged by the Carrier).

3. Services Fees

3.1. Membership and Fees. If User subscribes for a membership for a monthly subscription, User shall pay a monthly subscription fee to be billed automatically to User’s saved payment method. User may also make additional purchases (e.g., of books outside of those provided as part of the subscription) with User’s saved payment method (collectively with the monthly subscription fee, the “**Fees**”).

3.2. Change of Fee. LearningFREQUENCY may, at any time, change the price of any Services, subscription, or Content. In the event of a change to the subscription Fee, LearningFREQUENCY shall notify User of such change no less than thirty (30) days before such change is scheduled to take effect.

3.3. Cancellation. If a User wishes to cancel their subscription and/or delete their User Account, they must do so by emailing LearningFREQUENCY at support@LearningFREQUENCY.com. The User will, upon cancellation, continue to have access to the Services already paid for at the time of cancellation until the last day of that billing period. To avoid paying for an extra month,

User must make the cancellation request at the above email at least five (5) business days before the last day of the month which is to be the last month of access. In no event will LearningFREQUENCY provide a refund for a cancellation.

3.4.Rejection of Payment; No Refunds. If, at any time, we record a decline, chargeback or other rejection of a charge of any payable Fees on your User Account, this will be considered a breach of your payment obligations hereunder, and your use of the Site may be automatically disabled or terminated with or without notice to you. Please note that Fees are NON-REFUNDABLE.

4. Content

4.1.General. “**Content**” means text, images, photos, audio, video, location data, and all other forms of data or communication featured and/or made available on the Site.

4.2.Site Content. As between you and us, we own the Content including but not limited to all visual interfaces, interactive features, graphics, design, computer code, products, videos, software, and all other elements and components of the Site. We also own the copyrights, trademarks, service marks, trade names, and other intellectual property and proprietary rights throughout the world associated with the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, alter, scrape, copy, duplicate, reproduce, distribute, publish, create derivative works or adaptations of, publicly display or in any way exploit any of the Content in whole or in part except as expressly authorized by us.

4.3.Trademarks. “LearningFREQUENCY” and all other names, phrases, logos, and icons identifying LearningFREQUENCY and its programs, products, and services, whether or not appearing in large print or with an accompanying symbol, are proprietary trademarks of LearningFREQUENCY and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. Other product and company names mentioned on the Site may be the trademarks and/or service marks of their respective owners. Any use of such marks without the express written permission of LearningFREQUENCY is strictly prohibited, and nothing stated or implied on the Site confers on you any license or right under any trademark of LearningFREQUENCY or any third party.

5. Usage

5.1.Prohibited Activities. You agree not to, and will not assist, encourage, or enable others to:

- (a) violate these Terms;
- (b) reverse engineer any portion of the Site, Content and/or Services;
- (c) infringe upon or otherwise misuse the books, games or any other Content featured on the Site;
- (d) attempt to gain unauthorized access to the Site, User Accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
- (e) use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;

- (f) use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Content; or
- (g) remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Content, or features that enforce limitations on the use of the Site.

5.2. Termination of Use; Discontinuation and Modification of the Services. We may suspend or terminate your access to the Site, Content and Services at any time, with or without notice, if you violate any of these Terms, as determined in our sole discretion. We also reserve the right to modify or discontinue the Site at any time (including, without limitation, by limiting or discontinuing certain features of the Site) without notice to you. We will have no liability whatsoever on account of any change to the Site or any suspension or termination of your access to or use of the Site.

6. Feedback

By sending us any ideas, suggestions, documents or proposals (“**Feedback**”), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, and (iii) we may have something similar to the Feedback already under consideration or in development or may adopt a solution or action sometime in the future that is similar to your Feedback.

7. Digital Wallet

7.1. As part of the Services, LearningFREQUENCY may offer or make available a digital asset, such as a non-fungible token, on your behalf (each, a “Customer Digital Asset”), which may in turn be stored in a cryptocurrency digital wallet created and controlled by the third-party digital wallet platform Bastion Platforms, Inc. (the “Bastion Wallet”). By using the Bastion Wallet, you here by agree not to (i) deposit or cause any assets to be deposited into the Bastion Wallet other than Customer Digital Assets and (ii) use the Bastion Wallet in connection with any blockchains or any tokens or actions on or with such tokens or actions other than Ethereum and Polygon, which may be amended from time-to-time (“Supported Chains”). You acknowledge that The Bastion Wallets use certain technology provided by Bastion, and that Bastion is a service provider to LearningFREQUENCY and does not provide any financial services.

7.2. You acknowledge that (i) you are responsible for ensuring that all details of a transaction you initiate in the Bastion Wallet are correct, as once submitted to the Supported Chain you will not be able to cancel or modify such transaction; (ii) non-fungible tokens and other digital assets are neither deposits of or guaranteed by a bank nor insured by the FDIC or any other governmental agency; and (iii) LearningFREQUENCY is not responsible for any losses due to the failure of the Supported Chains to operate correctly.

8. Third Parties

8.1. Linked Sites. The Site may include links or access to other web sites or services (“**Linked Sites**”) solely as a convenience to users. LearningFREQUENCY does not endorse any such Linked Sites or the information, material, products, or services contained on other linked sites or

accessible through other Linked Sites. Furthermore, LearningFREQUENCY makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through linked sites. ACCESS AND USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK.

9. Warranty Disclaimer

9.1.No warranty. The site, products, services and content, including the Bastion Wallet, are made available to you on an “as is”, “with all faults” and “as available” basis. As such, your use of the site, products, services and content is at your own discretion and risk. LearningFREQUENCY makes no claims or promises about the quality, accuracy, or reliability of the site, products, services and content or their safety or security. Accordingly, LearningFREQUENCY is not liable to you for any loss or damage that might arise, for example, from the site’s inoperability, unavailability or security vulnerabilities, including but not limited to theft, hacking, cyber-attacks or other losses caused by third-party conduct.

9.2.Third parties. LearningFREQUENCY is not an agent of any third-party provider. We make no claims or promises with respect to any third party, including our information sharing partners or any businesses or advertiser listed on the site. Accordingly, we are not liable to you for any loss or damage that might arise from the actions or omissions of such third parties, including, for example, if another user or business misuses your identity or personal information.

9.3.Disclaimer of warranties. LearningFREQUENCY expressly disclaims all warranties, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. No oral or written information or advice provided to you by a representative of LearningFREQUENCY shall create a representation or warranty. Without limiting the foregoing, LearningFREQUENCY does not warrant or make any representations (i) that the site, products, services, content, any downloadable software, or applications made available in conjunction with or through the site will be uninterrupted or error-free, that defects will be corrected, or that the site, products, services, content, any downloadable software, or applications made available in conjunction with or through the site or the server that makes them available are free of viruses or other harmful components, or (ii) regarding the use of the site, products, services, content, any downloadable software, or applications made available in conjunction with or through the site in terms of correctness, accuracy, reliability, or otherwise. Any material or data that you download or otherwise obtain through the site is at your own risk. You are solely responsible for any damages to your computer system or loss of data resulting from the download of such material or data.

9.4.Remedy. Your sole and exclusive right and remedy in case of dissatisfaction with the site, related services, or any other grievance shall be your termination and discontinuation of access to, or use of the site.

9.5.Disclaimer. LearningFREQUENCY disclaims liability for any (i) indirect, special, incidental, punitive, exemplary, reliance, or consequential damages, (ii) loss of profits, (iii) business interruption, (iv) reputational harm, or (v) loss of information or data.

9.6. Prohibited User. You represent and warrant that (i) you are not related in any way to the governments of, or any persons within, any country or jurisdiction under a U.S. embargo enforced by the Office of Foreign Assets Control (“OFAC”), or any persons who are named on any list of sanctioned individuals or entities; (ii) you are not (or have ever been) prohibited from the transaction pursuant to U.S. anti-money laundering, anti-terrorist, economic sanctions and asset control laws; or (iii) you are not a resident in a country or jurisdiction under a U.S. embargo enforced by OFAC.

9.7. It is acknowledged and agreed that Bastion Platforms, Inc. is a third-party beneficiary of the representations, warranties and covenants of these Terms, and that Bastion Platforms, Inc. is otherwise an express third-party beneficiary of these Terms, entitled to enforce the terms hereof as if it were an original party hereto.

10. Limitation of Liability

10.1. No Liability. Neither LearningFREQUENCY nor any of its officers, directors, employees, partners, agents, affiliates or licensors shall be liable to you or any other person for any damages whatsoever, including any direct, indirect, incidental, special or consequential damages arising out of or relating to your use of our Site or Content. If applicable law does not permit exclusion of all damages, then your direct damages arising out of or relating to your use of our Site or Content shall be limited to any fees paid to LearningFREQUENCY hereunder.

10.2. Enforceability. If any of the foregoing limits are not enforceable under applicable law, then they shall be construed to provide such limits to the fullest extent permitted by applicable law.

11. Indemnification

You agree to indemnify us and our officers, directors, employees, partners, agents, affiliates and licensors from all liabilities, claims, and expenses, including attorneys’ fees (“**Claims**”), that arise from your breach of these Terms or your use or misuse of our Site or Content. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification, in which event you will cooperate with us in asserting any available defenses.

12. Disputes

12.1. Governing Law. You agree that these Terms or any claim, dispute or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including statutory, common law and equitable claims) between you and LearningFREQUENCY arising from or relating to these Terms, their interpretation or breach, termination or validity, the relationships which result from these Terms, the Site, LearningFREQUENCY advertising or any related transaction shall, to the maximum extent permitted by applicable law, be governed by the laws of the State of New York, without regard to its conflicts of laws rules. Subject to Section 12.2, the state and federal courts in New York shall have exclusive jurisdiction over any Claim (as defined below).

12.2. Binding Arbitration – Class Action Waiver. Any claim, dispute or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort and equitable claims) between you and LearningFREQUENCY, its

agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this section, “LearningFREQUENCY”) arising from or relating to these Terms, their interpretation or breach, termination or validity, the relationships which result from these Terms (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to these Terms), the Site, LearningFREQUENCY’s advertising or any related transaction (a “Claim”) shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association, in accordance with the Consumer Arbitration rules then in effect, or any other established alternative dispute resolution provider mutually agreed upon by you and LearningFREQUENCY. The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitration will be limited solely to the dispute between you and LearningFREQUENCY. Neither you nor LearningFREQUENCY shall be entitled to join or consolidate Claims by or against other users or arbitrate any Claim as a representative or class action or in a private Attorney General capacity. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator shall be final and binding on you and LearningFREQUENCY and may be entered as a judgment in any court of competent jurisdiction. You and LearningFREQUENCY shall pay your and its own costs and attorneys' fees. However, if you or LearningFREQUENCY prevail on a statutory Claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. Arbitration shall take place in New York County, New York.

12.3.Limitations of Actions. Any Claim must be brought within one (1) year after such claim or cause of action arose, regardless of any statute or law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such Claim shall be forever barred.

13. Miscellaneous

13.1.Modification of Terms. These terms may be modified by LearningFREQUENCY from time to time in its sole discretion.

13.2.Continuity of Site. We reserve the right to modify, update, or discontinue the Site at our sole discretion, at any time, for any or no reason, and without notice or liability.

13.3.Entire Agreement. The Terms contain the entire agreement between you and us regarding the use of the Site, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

13.4.Waiver. Any failure on LearningFREQUENCY’s part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

13.5.Severability of Terms. If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties’ intention or eliminated

to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

13.6.Assignment. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with LearningFREQUENCY's prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void.

13.7.Headings. The section titles in the Terms are for convenience only and have no legal or contractual effect.

13.8.Notice for California Residents. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please contact us using the information we've provided below. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

13.9.Notices. Except as explicitly stated otherwise, legal notices will be served, with respect to LearningFREQUENCY, and, with respect to you, to the email address you provide to LearningFREQUENCY during the signup process. Notice will be deemed given twenty-four (24) hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice will be deemed given three (3) days after the date of mailing. Notices to LearningFREQUENCY concerning these Terms should be sent to:

LearningFREQUENCY LLC
11845 N Cassiopeia Drive,
Tucson Arizona 85737,
United States

13.10.Last Update. This Terms of Use document was last modified on November 15, 2023