

Eduling International LLC  
Terms and Conditions  
Last updated: July 8, 2022

**Eduling International LLC (“we”, “us”, or “our”)** operates the website [www.eduling.org](http://www.eduling.org) (“**Website**”) and the application **Eduling Speak** (the “**App**”) and provides online language education through lessons, tasks, and games for the user (the “**Services**”). The Website, the App, and the Services are made available to you only under the following terms and conditions.

By accessing, browsing, or using this Website and/or App, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions (these “**Terms**”). If you do not agree to these Terms, you should not use or access this Website or App. We reserve the right to revise these Terms at any time by updating this posting. You are encouraged to review these Terms each time you use the Website or App because your use of the Website and App after the posting of changes will constitute your acceptance of the changes. Agreement to these Terms also constitutes your agreement to the Eduling International LLC Privacy Policy (the “**Privacy Policy**”), which are incorporated herein.

### **Use of the Website and App**

**Accounts.** Eduling Speak connects learners to practice their target language while completing a task or game (“**Content**”) provided. In order to use certain features of the Website and App, you will have to register for an account with us (“**Account**”) and provide certain personal information such as your name, email address, and other contact information. Eduling offers accounts for teachers and educators (“**Educators**”), parents and legal guardians (“**Parents**”), learners of the target language (“**Learners**”), and volunteers (“**Volunteers**”) who are committed to talking with users on the app for at least 1 hour a week. To access most of the features of the Services, you must register for a Learner (16+), Parent, Educator, or Volunteer Account. You represent and warrant that all required Account information you submit is truthful and accurate, and you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

**Password.** When you register for an Account, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your Account. If you believe your account is no longer secure, you must immediately notify us at [info@eduling.org](mailto:info@eduling.org).

**Educators.** Educator Accounts are for teachers and schools to add their students. The Educator is responsible for obtaining parental consent. This can be done by adding the emails of parents of students who are younger than 16. The students will create their own profile with a unique username. Educators will have access to a dashboard that allows them to see the accounts and students’ engagement. If you are an Educator accessing the Services on behalf of a school or other entity, organization, or company, then (a) references to “you” in these Terms include that

entity, and (b) you represent and warrant that you are authorized to enter into these Terms on behalf of such entity.

### **Login Instructions for Educator Accounts**

- Open the App
- Choose Educator
- Login and accept the Terms of Service and Privacy Policy
- Add a list of Learners' first names, dates of birth, and emails of their parents, if younger than sixteen years old or emails of the Learners if they are sixteen years old or older
- Learners or parents can then click on a link to activate their account. During the activation process, they will be asked to accept the Terms of Service and Privacy Policy. They will also be asked to edit their profile to include their usernames only.

**Parents.** Children younger than sixteen years old are not allowed to create their own Account. The Parent may create a Parent Account and then add their child's unique username (not actual name) and avatar. If you are a Parent who allows your minor children to use the Services through your Account, you accept these Terms on behalf of your child and are responsible for your child's activity on the Service. If a Parent wants to use the App as a Learner apart from their child's Account, the Parent will need to add a separate profile as well.

### **Login Instructions for Parent Accounts**

- Open the App
- Choose Parent (to add kids who are younger than sixteen years old)
- Login and accept Terms of Service and Privacy Policy
- Create a profile for each child
- Create their own profile if the Parent also wants to practice

**Learners.** Learner Accounts can be created by individuals that are sixteen years of age or older. They can also use a username instead of using their real name and can also choose an avatar. These individuals can provide their own consent to the Terms and Privacy Policy.

### **Login Instructions for Learner Accounts**

- Open the App
- Choose Learner (sixteen years old or older)
- Login and accept the Terms of Service and Privacy Policy
- Create a profile
- Start using the app

**Profiles.** Profiles include the following information:

- Email;
- Username;
- Date of birth;
- Avatar chosen;
- Primary language;
- Target language;
- Activity;

- Streaks (consecutive days using the App to complete at least one task);
- Number of tasks completed;
- Number of minutes spent talking;
- The review information you submitted upon a task completion;
- Audio recordings of sessions that were chosen to be recorded; and
- Text transcription of the conversation you recorded.

**Volunteers.** Volunteer Accounts can be created by individuals that are sixteen years of age or older that have at least a high intermediate level of English (IELTS around 5.5 in speaking). They can also use a username instead of their real name and can also choose an avatar. These individuals can provide their own consent to the Terms of Service and Policy. Through the login process, volunteers apply to be approved by Eduling to take the role. After they are approved, they will receive a volunteer badge next to their username. They will receive notifications when someone is on the app so that they can open the app and talk.

### **Application process**

- Open the app and accept Terms and Service and Privacy Policy
- Sign up by creating a username and providing their email address
- Answer questions related to their volunteer role
- Wait to be approved by Eduling
- Start their volunteer role

### **Responsibilities and benefits**

- Volunteers are committed to a minimum number of hours spent on talking with other users on the app a week. If they fail to meet the minimum amount of time, Eduling will remind them. If they fail for several weeks, their volunteer account will be deactivated.
- They will receive notifications when someone opens a task or the Connect with someone button on the app
- They will then open the app and join that person for a conversation
- Volunteers may manage the receipt of these notifications on their phone
- While taking the volunteer role, volunteers have premium access to the content of the app

**Mobile Application.** The App provides tasks, topics, questions, and games (**Content**) to individuals who desire to learn the English language. When an individual clicks on the Content, and someone else chooses the same Content, the two individuals will be connected to audio chat. The individuals complete the task or game together by speaking English. The Content is labeled as either 6-12 for individuals from age six to age twelve and 13+ for individuals who are thirteen years old or older.

**Purchases.** In order to purchase our products or Services on the Website or App, you will have to provide certain financial and personal information as prompted by the Website or App. In such event, you represent and warrant that all required registration information you submit is truthful and accurate. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your information or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

**Access to Features of Website and App.** Subject to these Terms, we grant you a limited, non-exclusive, nontransferable personal license to access and use the Website and App. We reserve the right, in our sole discretion and without notice to you, to revise the Services available on the Website and App and to change, suspend, or discontinue any aspect of the Website or App. We may also impose rules for and limits on use of the Website and App or restrict your access to part, or all, of the Website or App without notice or penalty.

**Eligibility.** By agreeing to these Terms, you represent and warrant that: (a) you are at least sixteen years old to register for a Learner account or at least eighteen years old to register for a Parent or Educator account; (b) you have not been previously suspended or removed from the Services; and (c) your registration and use of the Services is in compliance with any and all applicable laws and regulations.

**Use of Third-Party Offerings.** You may be able to access websites, content, products, or services provided by third parties through links that are made available on the Website and App. These external links are provided solely for the convenience of the users, and the inclusion of such links does not necessarily imply an affiliation, sponsorship, or endorsement of those links. We refer to all such websites, content, services, and products as “Third-Party Offerings.” If you elect to use such Third-Party Offerings, you understand that your use of them will be subject to any terms and conditions required by the applicable third-party provider(s). We are not the provider of, and are not responsible for, any such Third-Party Offerings and that these Terms do not themselves grant you any rights to access, use, or purchase any Third-Party Offerings. We cannot guarantee the accuracy, timeliness, completeness, or fitness of any Third-Party Offering.

**Payment Terms.** Although Eduling may, in its own discretion, make certain features and content of the Service available free of charge to certain users, other features of the Services may require you to pay fees. With the free Account, you can only complete fifteen (15) tasks. After fifteen (15) completed tasks, you can continue to use the app, but can only start three (3) tasks a week. If you want unlimited use of tasks, you need to upgrade your Account to have full access to all of the tasks and have unlimited use. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. dollars and are non-refundable. All payments will be charged in accordance with the method chosen by you. If applicable, you agree to pay the price applicable for the Services as of the time you submitted your order and any applicable taxes. All payments are made through third-party payment processors, such as Stripe, PayPal, Google Pay, Apple Pay, or other processors as we deem fit. By purchasing the products or Services, you also agree to the terms and conditions applicable to the payment processor used by us.

**Price.** We reserve the right to determine pricing for the Services. We will make reasonable efforts to keep pricing information published on the Website up-to-date. We encourage you to check our Website periodically for current pricing information. We may change the fees for any feature of our Services, including additional fees or charges, if we give you advance notice of changes before, they apply. We, at our sole discretion, may make promotional offers with different features and pricing to any of our customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

**Authorization.** You authorize Eduling to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Eduling, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, we may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

**Subscription Service.** The Services may include automatically recurring payments for periodic charges (“Subscription Service”). If you activate a Subscription Service, you authorize us to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The “Subscription Billing Date” is the date when you purchase your first subscription to the Services. For information on the "Subscription Fee", please see <https://www.eduling.org/speakplans>.

The Subscription Service price model is as follows:

- \$5.99 for one month;
- \$32.35 for six months (10% discount); and
- \$58.00 for one year (20% discount).

Updated pricing and discounts are at: [www.subscription.eduling.org](http://www.subscription.eduling.org)

UNLESS EXPRESSLY STATED OTHERWISE AT THE TIME YOU ACTIVATE THE SUBSCRIPTION SERVICE: (A) YOUR ACCOUNT WILL BE CHARGED AUTOMATICALLY ON THE SUBSCRIPTION BILLING DATE ALL APPLICABLE FEES AND TAXES FOR THE NEXT SUBSCRIPTION PERIOD; (B) THE SUBSCRIPTION WILL CONTINUE UNLESS AND UNTIL YOU CANCEL YOUR SUBSCRIPTION OR WE TERMINATE IT; AND (C) YOU MUST CANCEL YOUR SUBSCRIPTION BEFORE IT RENEWS IN ORDER TO AVOID BILLING OF THE NEXT PERIODIC SUBSCRIPTION FEE TO YOUR ACCOUNT.

We will bill the periodic Subscription Fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). You may cancel the Subscription Service by following the instructions at [www.subscription.eduling.org](http://www.subscription.eduling.org) or contacting us at: [info@eduling.org](mailto:info@eduling.org).

**Delinquent Accounts.** Eduling may suspend or terminate access to the Service for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

**Limited License.** Subject to your complete and ongoing compliance with these Terms, Eduling grants you, solely for your personal use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; or (c)

interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it.

**Feedback.** If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“Feedback”), then you hereby grant Eduling an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

**Prohibited Conduct.** BY USING THE SERVICE, YOU AGREE NOT TO:

- Use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- Violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- Interfere with security-related features of the Service, including by:
  - (i) disabling or circumventing features that prevent or limit use or copying of any content; or
  - (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- Interfere with the operation of the Service or any user’s enjoyment of the Service, including by:
  - (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code;
  - (ii) making any unsolicited offer or advertisement to another user of the Service;
  - (iii) collecting personal information about another user or third party without consent; or
  - (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- Perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission;
- Sell or otherwise transfer the access granted under these Terms or any materials or any right or ability to view, access, or use any materials;
- Engage in hate speech, bullying, or use of profanities.

Users may report any of the above conduct, and the conduct will be investigated. If the investigation finds that the user engaged in any of the above listed conduct, we will take action, including terminating the user’s Account without any refund.

**Termination.** We may terminate or suspend your account and bar access to our Services immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms. If you wish to terminate your account, you may simply discontinue using the Services. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers, indemnity, and limitations of liability. You

may terminate your account and these Terms at any time by contacting customer service at [info@eduling.org](mailto:info@eduling.org).

**Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate, and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; and (c) you must pay us any unpaid amount that was due prior to termination.

### **Disclaimers, Limitations, and Exclusions of Liability**

Disclaimer: The information contained on the Website and App is provided for informational purposes only.

**Limited Warranties.** THE WEBSITE, APP, ALL INFORMATION, CONTENT, MATERIALS, AND SERVICES RELATED TO THE FOREGOING, AND THE SERVICES RECEIVED BY YOU ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. WE AND OUR AFFILIATES DO NOT WARRANT THAT YOUR USE OF THE WEBSITE, APP, OR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS FREE. WE ARE NOT THE PROVIDER OF, AND MAKE NO WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY OFFERINGS. WE DO NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE WEBSITE, APP, OR SERVICE, AND YOU AGREE TO ASSUME THE SECURITY RISK FOR ANY INFORMATION YOU PROVIDE USING THE WEBSITE, APP, OR SERVICE.

NO REPRESENTATION OR WARRANTY IS MADE THAT THE WEBSITE OR APP PROVIDES COMPREHENSIVE OR ACCURATE INFORMATION. THE WEBSITE AND APP ONLY PROVIDE INFORMATION AND DOES NOT GUARANTEE ANY PARTICULAR RESULTS OR OUTCOME. WE RESERVE THE RIGHT TO FILTER, MODIFY, OR REMOVE CONTENT, MEDIA, INFORMATION, OR ANY OTHER MATERIAL FROM THE WEBSITE AND APP AND FROM THE OUTPUT OF THE WEBSITE AND APP. YOU UNDERSTAND THAT WE HAVE DEVELOPED OUR TECHNOLOGIES TO FIND INFORMATION THAT WE BELIEVE WILL BE MOST RELEVANT AND INTERESTING TO YOU. ACCORDINGLY, WE MAY, IN OUR DISCRETION, FILTER OUT LINKS TO CONTENT AGGREGATORS, SEARCH ENGINES, OR OTHER SERVICES WHOSE TECHNOLOGIES AND SERVICES, IN OUR OPINION, ARE INCONSISTENT WITH THESE OBJECTIVES.

**Limitation of Liability.** USE OF OUR WEBSITE, APP AND/OR THE SERVICES RECEIVED BY YOU ARE AT YOUR OWN RISK. IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES IN CONNECTION WITH THESE TERMS, THE WEBSITE, THE APP,

OR THE SERVICES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF WE WERE ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE FOR WHAT IS SAID OR THE ACTIONS TAKEN BY OTHER USERS OR INDIVIDUALS PRESENT DURING THE SESSIONS. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS, THE WEBSITE, THE APP, OR THE SERVICES EXCEED THE GREATER OF FIFTY DOLLARS (U.S. \$50.00) OR THE AMOUNTS YOU HAVE PAID TO COMPANY IN THE PRIOR SIX (6) MONTHS HEREUNDER.

YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM BETWEEN YOU AND US RELATING TO THE PROVISION OF THE WEBSITE, THE APP, AND THE SERVICES TO YOU, AND WE WOULD NOT PROVIDE THE WEBSITE, THE APP, OR SERVICES TO YOU WITHOUT THIS LIMITATION.

**Indemnification.** YOU AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND EDULING INTERNATIONAL LLC, ITS SUBSIDIARIES, DIVISIONS, AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, COSTS, AND EXPENSES OF DEFENSE, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING FROM OR RELATED TO YOUR ILLEGAL USE OF THE WEBSITE OR APP, YOUR VIOLATION OF THESE TERMS OR THE PRIVACY POLICY, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

#### **Additional Terms**

**Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the "Additional Terms"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

**Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

**Marketing Communications.** We may send you emails concerning our products and Services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

**Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.



**Intellectual Property.** You acknowledge all intellectual property rights of Eduling International LLC in whatsoever manner and also that the ownership of the content on the Website, App, and the Services provided vest with us. Any content on the Website, App, or Services is subject to copyrights, trademarks, and/or other proprietary rights, and that these rights are valid, subsisting and protected in all forms, media, and technologies existing now or hereinafter developed. All content on the Website, App, and Services are in the sole and exclusive ownership of Eduling International LLC.

**Digital Millennium Copyright Act.** If you are a copyright owner or an agent thereof and believe that any content in our Services infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by emailing the following information to [info@eduling.org](mailto:info@eduling.org) :

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

**Repeat Infringers.** Eduling will promptly terminate the accounts of users that we determine to be repeat infringers of the intellectual property rights.

**Notice Regarding Apple.** This section only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Eduling only, not with Apple Inc. (“Apple”), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the Service infringe a

third party's intellectual property right. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

**Governing Law.** These Terms shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of law principles that may require the application of the law of another jurisdiction.

**Disputes.** Any dispute relating in any way to your visit to or use of the Website, the App, to the Services you purchase, or to your relationship to us shall be submitted to confidential arbitration in Allegheny County, Pennsylvania. You hereby consent to and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts in Allegheny County, Pennsylvania. Arbitration under these Terms will be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator's award will be final and binding and may be entered into as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms will be joined to an arbitration involving any other party subject to this Terms, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to, or connected with the use of this Website, this App, or these Terms must be filed within one (1) year after such claim of action arose or be forever barred.

**Modifications to Terms.** We may change these Terms from time to time. Any such changes will become effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Website or App. These changes will be effective immediately for new users of our Website, App, or Services. If you object to any such changes, your sole recourse will be to cease using the Website, App, and the Services. Continued use of the Website, the App, or the Services following posting of any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms, inclusive of such changes.

**Waiver; Remedies.** The failure of us to, partially or fully, exercise any rights or the waiver of any breach of these Terms and Conditions by you shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of us under these Terms and any other applicable agreement between you and us shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

**No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

**Contact Us.** The Service is offered by Eduling International LLC. Write to us at P.O. Box 7716, 1200 Main Street, Pittsburgh, PA 15215. Email us at [info@eduling.org](mailto:info@eduling.org).