

## Terms of Use

Welcome to Cyber Profits, LLC (“Cyber Profits,” the “Company” or “we”)! Use of our website, mobile application, products and/or services is subject to the terms and conditions contained in these Terms of Use set forth below. In continuing to access or use our website, mobile application, products and/or services, you agree to be bound by those terms and conditions as applicable to your use.

Please review these Terms carefully as they serve as an enforceable contract between you and the Company, and contain important information about your legal rights, remedies, and obligations.

BY AGREEING TO THESE TERMS, YOU AGREE TO RESOLVE ALL DISPUTES WITH THE COMPANY THROUGH BINDING INDIVIDUAL ARBITRATION ONLY, AND YOU WAIVE THE RIGHT TO PARTICIPATE IN ANY CLASS ACTIONS AND TO HAVE CLAIMS DECIDED BY A JURY, AS EXPLAINED IN THE DISPUTE RESOLUTION SECTION.

The Company’s mission is to improve lives through learning. We enable anyone anywhere to create and share educational content (instructors) and to access that educational content to learn (students). We consider our marketplace model the best way to offer valuable educational content to our users. We need rules to keep our platform and services safe for you, us, and our student and instructor community. These Terms apply to all your activities on our website, mobile applications, our TV applications, our APIs, and other related services (“Services”).

If you publish a course on the Company platform, you must also agree to the Instructor Terms listed below. We also provide details regarding our processing of personal data of our students and instructors in our Privacy Policy. If you are using the Company as part of your employer’s business learning and development program, you can consult our Privacy Policy as well. Our Instructor Terms, Privacy Policy, and other policies applicable to your use of our Services are incorporated by reference into these Terms.

Our website and applications cause communications about your browsing and application activities and usage to be sent from you to third parties who provide services to the Company. By using our Services, you consent to these communications.

You should be aware that the use of any Services of the Company, including our website and applications, is subject to the terms and conditions of the Company. This Agreement will always be available for your review via a link at the bottom of the Company’s home page. To view this Agreement click “Terms of Use.” If access or use our Services, communicate with us or navigate our website or applications, that means you reviewed, acknowledged and accepted all our terms, conditions and policies. Please carefully review the following terms and conditions.

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### 1. Scope

The Company operates the Services, either alone or in conjunction with its affiliates, agents and partners. These Terms and Conditions apply to our websites, other electronic channels as described below, and electronic content, products, services and tools. This includes investment tools, and other services or forums like My Accounts and Learning Center, as well as any features or content we may add in the future. These Terms applies to all Services regardless of the means by which you access them. The Services may be offered on our website domain as well as on other Internet domains operated by our agents or alliance partners. In addition, the Services may be available through other computer, telephonic, e-mail or wireless services or systems, including the Company's proprietary software and services, and any other computer, telephonic or wireless service or information system we make available to you, including predecessors or successors to the systems described herein.

We may also ask you to follow additional rules, guidelines or other conditions that govern the use of a particular Service at the time you register for or use that the Service. These additional rules, guidelines and conditions are incorporated herein by reference.

### 2. Accounts

You need an account for most activities on our platform, including to purchase and access content or to submit content for publication. Keep your password somewhere safe because you're responsible for all activity associated with your account. We recommend using a strong password and regularly updating your password for safety and security purposes. If you suspect

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someone else is using your account or accessed your account or information, let us know immediately by contacting us. You must have reached the age of consent for online services in your country to use our platform and Services.

When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address. You have complete responsibility for your account and everything that happens on your account, including for any harm or damage (to us or anyone else) caused by someone using your account with or without your permission. This means you need to be careful with your password and login information. You may not transfer or assign your account to someone else or use someone else's account. If you contact us to request access to an account, we will not grant you such access unless you can provide us with the information that we need to prove you are the owner of that account. In the event of the death of a user, the account of that user will be closed.

You may not share your account login credentials with anyone else. You are responsible for what happens with your account and the Company will not intervene in disputes between students or instructors who have shared account login credentials. You must notify us immediately upon learning that someone else may be using your account without your permission (or if you suspect any other breach of security) by contacting our Support Team. We may request some information from you to confirm that you are indeed the owner of your account. Students and instructors must be at least 18 years of age to create an account and use the Company's Services. If you are younger than 18 but above the required age for consent to use online services where you live, you may not set up an account, but we encourage you to invite a parent or legal guardian to open an account and help you access content that is appropriate for you. If you are below this age of consent to use online services, you may not create an account. If we discover that you have created an account that violates these rules, we will terminate your account and may permanently bar you from future access or creation of future accounts. Under our Instructor Terms, you may be requested to verify your identity before you are authorized to submit content for publication.

You can terminate your account at any time by sending us a signed written request of termination. Please note that by closing your account you will lose access to all the courses you've enrolled in, including purchased courses. No refunds will be given for cancelled accounts.

If you use our site, mobile application, products or Services, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password, and responsibility of any damages or harm caused to us because of your actions or inaction. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that the Company is not responsible for third party access to your account that results from theft or misappropriation of your account. The Company and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

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### 3. Minors

The Company does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under the age of eighteen, you are prohibited from the use of services and interactions with the Company. If a minor circumvents the controls we have implemented to restrict use of our Services, any resulting actions or consequences are solely the responsibility of the minor. By accessing our Services, you agree to hold us harmless for any actions or consequences resulting from your failure to comply with our age restrictions.

### 4. Content Enrollment and Access

When you enroll in a course or other content, you get a license from us to view it via the Services and no other use. Don't try to transfer, copy or resell content in any way. We generally grant you an access license as long as your account is active, your dues are paid and you are not in violation of any of the Company's rules, policies and conditions, except when we must disable the content because of legal or policy reasons.

Under our Instructor Terms, when instructors publish content on our platform, they grant the Company a license to offer a license to the content to students. This means that we have the right to sublicense the content to enrolled students in good standing. As a student, when you enroll in a course or other content, whether it's free or paid content, you are getting a license from us to view the content via the Company platform and Services, and the Company is the licensor of record. Content is licensed, and not sold, to you. This license does not give you any right to resell, copy or transfer the content in any manner (including by sharing account information with a purchaser or illegally downloading the content and sharing it on torrent sites).

In legal, more complete terms, the Company grants you (as a student) a limited, non-exclusive, non-transferable license to access and view the content for educational purposes only which you have paid all required fees, solely for your personal, non-commercial, educational purposes through the Services, in accordance with these Terms and any conditions or restrictions associated with the particular content or feature of our Services. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any content unless we give you explicit permission to do so in a written agreement signed by an authorized representative of the Company. This also applies to any content you can access via our website, mobile application, platform, products or Services.

We generally give a lifetime access license to our students when they enroll in a course or other content as long as your Account is in good standing and active. However, we reserve the right to revoke any license to access and use any content at any point in time in the event where we decide or are obligated to disable access to the content due to legal or policy reasons. To be clear, the lifetime access is to the course content but not to the instructor. Instructors may not

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grant licenses to their content to students directly, and any such direct license shall be null and void and a violation of these Terms.

With the exception of applications commonly known as Web Browser software, or other applications formally promoted, endorsed or approved by the Company in writing, you agree not to use any software, program, application or any other device to access or log on to any Service, including the Company's computer systems, Web site or proprietary software or to automate the process of obtaining, downloading, transferring or transmitting any products, services, market information or any other content to or from any Service, including the Company's computer systems, Web site or proprietary software.

## 5. Payments, Credits and Refunds

### 5.1 Payments

When you make a payment, you agree to use a valid payment method and you represent that you are authorized to use such payment method.

You agree to pay the fees for content that you purchase, and you authorize us to charge your debit or credit card or process other means of payment (such as Apple Pay, Zelle, PayPal, direct debit, Digital Wallet or other electronic payment means accepted by us) for those fees. We work with payment service providers to offer you the most convenient payment methods available and to keep your payment information secure. We may update your payment methods using information provided by our payment service providers. Check out our Privacy Policy for more details. We may also charge a credit card processing fee. Please contact us for more updated information.

When you make a purchase, you agree not to use an invalid, expired or unauthorized payment method. If your payment method fails and you still get access to the content you are enrolling in, you agree to pay us the corresponding fees within 14 days of notification from us. We reserve the right to disable access to any content for which we have not received adequate payment.

### 5.2 Pricing

The prices of our content are determined based on the terms of the Instructor Terms and our promotions. In some instances, the price of content offered on our website may not be exactly the same as the price offered on our mobile or TV applications, due to mobile platform providers' pricing systems and their policies around implementing sales and promotions.

We occasionally run promotions and sales for our content, during which certain content is available at discounted prices for a set period of time. The price applicable to the content will be the price at the time you complete your purchase of the content (at checkout). Any price offered for particular content may also be different when you are logged into your account from the

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price available to users who aren't registered or logged in, because some of our promotions are available only to new users.

If you are a student located in a region or country where use and sales tax, goods and services tax, or value added tax is applicable to consumer sales, we are responsible for collecting and remitting that tax to the proper tax authorities. Depending on your location, the price you see may include such taxes, or tax may be added at checkout.

### 5.3 Refunds and Refund Credits

If the content you purchased is not what you were expecting, you can request, within 7 days of your purchase of the content, that the Company apply a refund to your account. This refund option does not apply to Subscription Plan purchases, which are covered in Section 10.4 below. We reserve the right to apply your refund as a refund credit or a refund to your original payment method, at our discretion, depending on capabilities of our payment service providers, the platform from which you purchased your content (website, mobile or TV app), and other factors. No refund is due to you if you request it after the 7-day guarantee time limit has passed. However, if the content you previously purchased is disabled for legal or policy reasons, you are entitled to a refund beyond this 7-day limit. The Company also reserves the right to refund students beyond the 7-day limit in cases of suspected or confirmed account fraud.

To request a refund, contact us directly. As detailed in the Instructor Terms, instructors agree that students have the right to receive these refunds based on the foregoing terms.

If we decide to issue refund credits to your account, they will be automatically applied towards your next content purchase on our website, but can't be used for purchases in our mobile or TV applications. Refund credits are not transferable and may expire if not used within the specified period and have no cash value, in each case unless otherwise required by applicable law.

At our discretion, if we believe you are abusing our refund policy, such as if you've consumed a significant portion of the content that you want to refund or if you've previously refunded the content, we reserve the right to deny your refund, restrict you from other future refunds, ban your account, and/or restrict all future use of the Services. If we ban your account or disable your access to the content due to your violation of these Terms or any other of our terms, conditions or guidelines, you will not be eligible to receive a refund.

### 5.4 Promotions

We and/or our partners may offer promotional codes to students. Certain codes may be redeemed for gift or promotional credits applied to your account, which then may be used to purchase eligible content on our platform, subject to the terms included with your codes. Other codes may be directly redeemable for specific content. Gift and promotional credits can't be used for purchases in our mobile or TV applications.

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These codes and credits, as well as any promotional value linked to them, may expire if not used within the period specified in your account or the terms included with your codes. Gift and promotional codes offered by us may not be refunded for cash, unless otherwise specified in the terms included with your codes or as required by applicable law. Gift and promotional codes offered by a partner are subject to that partner's terms and refund policies. If you have multiple saved credit amounts, we may determine which of your credits to apply to your purchase. For more questions, please feel free to contact us directly.

## 6. Content and Behavior Rules

You can only use our website, mobile and TV applications, products and services for lawful purposes. You're responsible for all the content that you post on our platform. You should keep the reviews, questions, posts, courses and other content you upload in line with our terms, guidelines and applicable law, and respect the intellectual property rights of others. We can ban your account for a singular, repeated or major offenses at our discretion. If you think someone is infringing your copyright on our platform, let us know in writing.

You may not access or use the Services or create an account for unlawful purposes. Your use of the Services and behavior on our platform must be respectful, ethical, professional, and comply with applicable local or national laws or regulations of your state and country. You are solely responsible for the knowledge of and compliance with such laws and regulations that are applicable to you.

If you are a student, the Services enable you to ask questions to the instructors of courses or other content you are enrolled in, and to post reviews of content. For certain content, the instructor may invite you to submit content as "homework" or tests. Don't post or submit anything that is not yours.

If you are an instructor, you can submit content for publication on the platform and you can also communicate with the students who have enrolled in your courses or other content. In both cases, you must abide by the law and respect the rights of others: you cannot post any course, question, answer, review or other content that violates applicable local or national laws or regulations of your state or country. You are solely responsible for any courses, content, and actions you post or take via the platform and Services and their consequences. Make sure you understand all the copyright restrictions set forth in the Instructor Terms before you submit any content for publication on any of our platforms.

If we become aware or are put on notice that your course or content violates the law or the rights of others, if we discover that your content or behavior violates our terms, conditions or guidelines, or if we believe your content or behavior is unlawful, inappropriate, unprofessional, unethical or objectionable, we reserve the right to remove your content from our platform and/or ban you from future postings. The Company complies with copyright laws.

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We have discretion in enforcing these Terms and our guidelines. We may restrict or terminate your permission to use our platform and Services or ban your account at any time, with or without notice, for any or no reason, including for any violation of these Terms, if you fail to pay any fees when due, for fraudulent charge back requests, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems, if we suspect that you engage in fraudulent or illegal activities, or for any other reason in our sole discretion. Upon any such termination we may delete your account and content, and we may prevent you from further access to the platforms and use of our Services. Your content may still be available on the platforms even if your account is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account, removal of your content, or blocking of your access to our platforms and services.

If a user has published content that infringes your copyright or trademark rights, please let us know in writing. Our Instructor Terms require our instructors to follow the law and respect the intellectual property rights of others.

## **7. Company's Rights to Content You Post**

You retain ownership of content you post to our platform, including your courses. We're allowed to share your content to anyone through any media, including promoting it via advertising on other websites.

The content you post as a student or instructor (including courses) remains yours. By posting courses and other content, you allow the Company to reuse and share it but you do not lose any ownership rights you may have over your content. If you are an instructor, be sure to understand the content licensing terms that are detailed in the Instructor Terms.

When you post content, comments, questions, reviews, and when you submit to us ideas and suggestions for new features or improvements, you authorize the Company to use and share this content with anyone, distribute it and promote it on any platform and in any media, and to make modifications or edits to it as we see fit. Any payments received or earnings made from us using, sharing and selling the foregoing will not be shared with anyone unless specifically agreed to in a separate writing.

In legal language, by submitting or posting content on or through the platforms, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute your content (including your name and image) in any and all media or distribution methods (existing now or later developed). This includes making your content available to other companies, organizations, or individuals who partner with us for the syndication, broadcast, distribution, or publication of content on other media, as well as using your content for marketing purposes. You also waive any rights of privacy, publicity, or other rights of a similar nature applicable to all these uses, to

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the extent permissible under applicable law. You represent and warrant that you have all the rights, power, and authority necessary to authorize us to use any content that you submit. You also agree to all such uses of your content with no compensation paid to you.

#### 8. Using the Company at Your Own Risk

The Company provides purely educational products and services. We do not and will not give any financial advice or recommendation. From time to time we may use real life examples or hypotheticals as part of our educational products and services. Any investment or trading that you perform or instruct anyone else to perform will be at your own risk. We do not assume any risk you may choose to take nor will we indemnify you for any losses you may incur. Make sure to review our Understanding Risks guidelines and terms.

#### 9. Company's Rights

We own the Company platform and Services, including the website, present or future apps and services, and things like our logos, API, code, and content created by our employees. You can't tamper with those, copy or use them without our written consent and authorization.

All right, title, and interest in and to the Company platform and Services, including our website, our existing or future applications, our APIs, databases, and the content our employees or partners submit or provide through our Services (but excluding content provided by instructors and students) are and will remain the exclusive property of the Company and its licensors. Our platforms and services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing gives you a right to use the Company name or any of the Company trademarks, logos, domain names, proprietary information and material, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding the Company or the Services is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

You may not do any of the following while accessing or using the Company platform and Services:

- access, tamper with, or use non-public areas of the platform (including content storage), Company's computer systems, or the technical delivery systems of the Company's service providers;
- disable, interfere with, or try to circumvent any of the features of the platforms related to security or probe, scan, or test the vulnerability of any of our systems;
- copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of or content on the Company platform or Services;
- access or search or attempt to access or search our platform by any means (automated or otherwise) other than through our currently available search functionalities that are

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provided via our website, mobile apps, or API (and only pursuant to those API terms and conditions). You may not scrape, spider, use a robot, or use other automated means of any kind to access the Services; and

- in any way use the Services to send altered, deceptive, or false source-identifying information (such as sending email communications falsely appearing as or on behalf of the Company); or interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the platforms or services, or in any other manner interfering with or creating an undue burden on the Services.

## 10. Subscription Terms

This section covers additional terms that apply to your use of our subscription-based collections as a student (“**Subscription Plans**”). By using a Subscription Plan, you agree to the additional terms in this section.

### 10.1 Subscription Plans

During your subscription to a Subscription Plan, you get a limited, non-exclusive, non-transferable license from us to access and view the content included in that Subscription Plan via the Services. With the exception of the lifetime access license grant, the terms included above apply to enrollments via Subscription Plans.

Your Subscription Plan may also include access to interactive environments, such as workspaces (“**Interactive Sessions**”). Interactive Sessions may be provided by a third party, subject to its own agreement or terms and conditions, and subject to usage limitations outlined on our Support Page. You’re responsible for complying with the terms and conditions of any third party provider.

The subscription that you purchase or renew determines the scope, features, and price of your access to a Subscription Plan. You may not transfer, assign, or share your subscription with anyone else.

We reserve the right to revoke any license to use the content in our Subscription Plans for legal or policy reasons at any time and at our sole discretion, such as if we no longer have the right to offer the content through a Subscription Plan.

### 10.2 Account Management

You may cancel your subscription at any time by following the steps outlined on our Support Page. If you cancel your subscription to a Subscription Plan, your access to that Subscription Plan will automatically end on the last day of your billing period. On cancellation, you will not be entitled to receive a refund or credit of any fees already paid for your subscription, unless

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otherwise required by applicable law. For clarity, cancellation of a subscription does not terminate your account.

### 10.3 Free Trials and Renewals

At the moment, the Company does not offer free trials. Should the Company offer free trials, you will be notified accordingly. In the event a free trial is offer, the duration of the free trial period of your subscription will be specified during sign-up. The Company determines free trial eligibility at our sole discretion and may limit access, eligibility, or duration. We reserve the right to terminate the free trial and suspend your subscription if we determine that you aren't eligible.

Your subscription will automatically renew according to your subscription settings (e.g., monthly or annually) unless you cancel your subscription prior to the end of the free trial period by giving us proper advance notice. For more information on how to view applicable fees and dates of your free trial period, contact us.

### 10.4 Payments and Billing

The subscription fee will be listed at the time of your purchase. You can visit our Support Page to learn more about where to find the fees and dates applicable to your subscription. We may also be required to add taxes to your subscription fee as described in the "Payments, Credits, and Refunds" section above. Payments are non-refundable and there are no refunds or credits for partially used periods, unless otherwise required by applicable law. Depending on where you are located, you may qualify for a refund.

To subscribe to a Subscription Plan, you must provide a legal payment method. By subscribing to a Subscription Plan and providing your billing information during checkout, you grant us and our payment service providers the right to process payment for the then-applicable fees via the payment method we have on record for you. At the end of each subscription term, we will automatically renew your subscription for the same length of term and process your payment method for payment of the then-applicable fees.

In the event that we update your payment method using information provided by our payment service providers (as described in the "Payments, Credits, and Refunds" section above), you authorize us to continue to charge the then-applicable fees to your updated payment method.

If we are unable to process payment through the payment method we have on file for you, or if you file a charge back disputing charges made to your payment method and the chargeback is granted, we may suspend or terminate your subscription.

We reserve the right to change our Subscription Plans or adjust pricing for our Services at our sole discretion. Any price changes or changes to your subscription will take effect following notice to you, except as otherwise required by applicable law.

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## 10.5 Interactive Sessions Restrictions

You may not do any of the following while accessing or using the Interactive Sessions:

- use the Interactive Sessions for any purpose other than to perform the activities as instructed by the Company;
- provide web, database, or forum access, or engage in cryptocurrency mining, on or through the Interactive Sessions;
- exceed the usage limitations outlined on our Support Page;
- access or use the Interactive Sessions in any commercial production environment;
- take any action in the Interactive Sessions that results in a disruption or interference of our Services or the stability of our infrastructure; or
- use any data or information other than simulated, anonymous, non-personal, non-live data or information when accessing or using the Interactive Sessions.

These restrictions are in addition to those listed elsewhere in these Terms.

## 10.6 Subscription Disclaimers

We make no guarantees as to the availability of any specific content in any Subscription Plan or as to any minimum amount of content in any Subscription Plan. At any point in the future, we reserve the right to offer or cease to offer additional features to any Subscription Plan, or to otherwise modify or terminate a Subscription Plan at our sole discretion. We have no responsibility to preserve or store the content inputted by you in connection with your use of any Subscription Plan. These disclaimers are in addition to those listed in the “Disclaimers” section below.

## 11. Instructor Terms

When you sign up to become an instructor on our platform, you agree to abide by these Instructor Terms. These Instructor Terms cover details about the aspects of the Company platform relevant to instructors and are incorporated by reference into our [Terms of Use](#).

As an instructor, you are contracting directly with Cyber Profits, LLC (a Florida company in the United States), regardless of whether another subsidiary facilitates payments to you.

### 11.1 Instructor Obligations

As an instructor, you are responsible for all content that you post, including lectures, quizzes, coding exercises, practice tests, assignments, resources, answers, course landing page content, labs, assessments, and announcements (“Submitted Content”).

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You represent and warrant that:

- you will provide and maintain accurate account information;
- you own or have the necessary licenses, rights, consents, permissions, and authority to authorize the Company to use your Submitted Content as specified in these Terms and the Terms of Use;
- your Submitted Content will not infringe or misappropriate any third party's intellectual property rights;
- you have the required qualifications, credentials, and expertise (including education, training, knowledge, and skill sets) to teach and offer the services that you offer through your Submitted Content and use of the Services; and
- you will ensure a quality of service that corresponds with the standards of your industry and instruction services in general.

You warrant that you will not:

- post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information;
- post or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise) through the Services or to any user;
- use the Services for business other than providing tutoring, teaching, and instructional services to students;
- engage in any activity that would require us to obtain licenses from or pay royalties to any third party, including the need to pay royalties for the public performance of a musical work or sound recording. If you do so, then you must indemnify us for all costs, fees and expenses associated with such unauthorized activity, including but not limited legal fees;
- frame or embed the Services (such as to embed a free version of a course) or otherwise circumvent the Services;
- impersonate another person or gain unauthorized access to another person's account;
- interfere with or otherwise prevent other instructors from providing their services or content; or
- abuse the Company's resources, including support services.

## 11.2 License to the Company

You grant the Company the rights detailed in the [Terms of Use](#) to offer, market, and otherwise exploit your Submitted Content. This includes the right to add captions or otherwise modify Submitted Content to ensure accessibility. You also authorize the Company to sublicense these rights to your Submitted Content to third parties, including to students directly and through third parties such as resellers, distributors, affiliate sites, deal sites, and paid advertising on third-party platforms.

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Unless otherwise agreed (including within our [Promotions Policy](#)), you have the right to remove all or any portion of your Submitted Content from the Services at any time. Except as otherwise agreed, the Company's right to sublicense the rights in this section will terminate with respect to new users 60 days after the Submitted Content's removal. However, (1) rights given to students before the Submitted Content's removal will continue in accordance with the terms of those licenses (including any grants of lifetime access) and (2) the Company's right to use such Submitted Content for marketing purposes shall survive termination.

We may record and use all or any part of your Submitted Content for quality control and for delivering, marketing, promoting, demonstrating, or operating the Services. You grant the Company permission to use your name, likeness, voice, and image in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Services, your Submitted Content, or the Company's content, and you waive any rights of privacy, publicity, or other rights of a similar nature, to the extent permissible under applicable law.

### 11.3 Trust and Safety

You agree to abide by all of the Company's policies, rules and guidelines without exception, and other content quality standards or policies prescribed by the Company from time to time. You should check these policies periodically to ensure that you comply with any updates to them. You understand that your use of the Services is subject to the Company's approval, which we may grant or deny at our sole discretion.

We reserve the right to remove content, suspend payouts, and/or ban instructors for any reason at any time, without prior notice, including in cases where:

- an instructor or content does not comply with our policies or legal terms (including the Terms of Use);
- content falls below our quality standards or has a negative impact on the student experience;
- an instructor engages in behavior that might reflect unfavorably on the Company or bring the Company into public disrepute, contempt, scandal, or ridicule;
- an instructor engages the services of a marketer or other business partner who violates the Company's policies;
- an instructor uses the Services in a way that constitutes unfair competition, such as promotion of their off-site business in a way that violates the Company's policies; or
- as determined by the Company in its sole discretion.

### 11.4 Relationship to Other Users

Instructors don't have a direct contractual relationship with students, so the only information you'll receive about students is what is provided to you through the Services. You agree that you

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will not use the data you receive for any purpose other than providing your services to those students on the Company platform, and that you won't solicit additional personal data or store students' personal data outside the Company platform. You agree to indemnify the Company, its affiliates, subsidiaries, agents and representatives against any claims arising from your use of students' personal data.

### 11.5 Pricing

All pricing will be determined by the Company and all payments will be made to the Company. Any fee paid to you as Instructor will be agreed to between you and the Company under separate cover.

### 11.6 Trademarks

While you are a published instructor and subject to the requirements below, you may use our trademarks where we authorize you to do so.

You must:

- only use the images of our trademarks that we make available to you, as detailed in any guidelines we may publish;
- only use our trademarks in connection with the promotion and sale of your Submitted Content available on the Company's platform, including website and apps, or your participation on the Company's platform, including website and apps; and
- immediately comply if we request that you discontinue use.

You must not:

- use our trademarks in a misleading or disparaging way;
- use our trademarks in a way that implies that we endorse, sponsor, or approve of your Submitted Content or services; or
- use our trademarks in a way that violates applicable law or in connection with an obscene, indecent, or unlawful topic or material.

### 11.7 Relationship Between Us

You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.

### 11.8 Miscellaneous

From time to time, we may update these Instructor Terms to clarify our practices or to reflect new or different practices (such as when we add new features), and the Company reserves the

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right in its sole discretion to modify and/or make changes to these Instructor Terms at any time. If we make any material change, we will notify you using prominent means such as by email notice sent to the email address specified in your account or by posting a notice through our Services. Modifications will become effective on the day they are posted unless stated otherwise. Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Instructor Terms shall supersede all previous Terms.

## 12. Miscellaneous Legal Terms

These Terms are like any other contract, and they have important legal terms that protect us from the countless things that could happen and that clarify the legal relationship between us and you.

### 12.1 Binding Agreement

You agree that by registering, accessing, or using our Services, you are agreeing to enter into a legally binding contract with us. If you do not agree to these Terms, do not register, access, or otherwise use any of our Services.

If you are an instructor accepting these Terms and using our Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

Any version of these Terms in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict.

These Terms (including any agreements and policies linked from these Terms) constitute the entire agreement between you and us (which include, if you are an instructor, the Instructor Terms and the Promotions Policy).

If any part of these Terms is found to be invalid or unenforceable by applicable law, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.

Even if we are delayed in exercising our rights or fail to exercise a right in one case, it doesn't mean we waive our rights under these Terms, and we may decide to enforce them in the future. If we decide to waive any of our rights in a particular instance, it doesn't mean we waive our rights generally or in the future.

The following sections shall survive the expiration or termination of these Terms: Content Enrollment and Lifetime Access; Company's Rights to Content You Post; Using the Company at Your Own Risk; Company's Rights; Subscription Disclaimers; Miscellaneous Legal Terms; and Dispute Resolution.

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## 12.2 Disclaimers and Warranties

It may happen that our platform is down, either for planned maintenance or for other reasons such as technical issues. It may happen that one of our instructors is making misleading statements in their content. It may also happen that we encounter security issues. These are just examples. You accept that you will not have any recourse against us in any of these types of cases where things don't work out right.

In legal, more complete language, **the Services and their content are provided on an "as is" and "as available" basis.** We (and our affiliates, suppliers, partners, and agents) make no representations or warranties about the suitability, reliability, availability, timeliness, security, lack of errors, or accuracy of the Services or their content, and expressly disclaim any warranties or conditions (express or implied), including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We (and our affiliates, suppliers, partners, and agents) make no warranty that you will obtain specific results from use of the Services. Your use of the Services (including any content) is entirely at your own risk. Some jurisdictions **don't allow** the exclusion of implied warranties, so some of the above exclusions may not apply to you.

We may decide to cease making available certain features of the Services at any time and for any reason. Under no circumstances will the Company or its affiliates, suppliers, partners or agents be held liable for any damages due to such interruptions or lack of availability of such features.

We are not responsible for delay or failure of our performance of any of the Services caused by events beyond our reasonable control, like an act of war, terrorist attack, pandemic/epidemic, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions.

ALTHOUGH WE TRY TO PROVIDE ACCURATE AND TIMELY INFORMATION THROUGH OUR SERVICES, THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS. WE RESERVE THE RIGHT TO MAKE CHANGES AND CORRECTIONS AT ANY TIME, WITHOUT NOTICE. THE INFORMATION PROVIDED THROUGH OUR SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE." WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED IN OUR SERVICES. WE PROVIDE NO GUARANTEE AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. WE EXPRESSLY DISCLAIM ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION CONTAINED IN THE SERVICES. WE MAY CHANGE INFORMATION CONTAINED IN THE SERVICES AT ANY TIME AND MAKE NO COMMITMENT TO UPDATE THE INFORMATION CONTAINED IN THE SERVICES. YOU ASSUME THE ENTIRE RISK AS TO THE USE OF THE SERVICES.

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FURTHER, WE MAKE NO WARRANTIES REGARDING THE SERVICES. WE AND OUR AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, OR COUNTRY TO COUNTRY.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

### 12.3 Limitation of Liability and Indemnification

YOU AGREE TO INDEMNIFY AND HOLD THE COMPANY AND ITS AFFILIATES, AGENTS, EMPLOYEES, AND LICENSORS (INCLUDING THE THIRD PARTY SERVICE PROVIDERS) HARMLESS FROM ANY CLAIM, DEMAND, LOSS, COSTS OR EXPENSE, INCLUDING ATTORNEYS' FEES, MADE BY ANY PERSON ARISING OUT OF YOUR VIOLATION OF THIS AGREEMENT, STATE OR FEDERAL SECURITIES LAWS OR REGULATIONS, OR ANY OTHER PERSON'S RIGHTS, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF ANY COPYRIGHT OR VIOLATION OF ANY PROPRIETARY OR PRIVACY RIGHT.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL THE COMPANY OR ITS AFFILIATES, AGENTS, EMPLOYEES, OR LICENSORS (INCLUDING THIRD PARTY SERVICE PROVIDERS) BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY SERVICE, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT WILL THE COMPANY OR ITS THIRD PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TORT, CONTRACT OR ANY OTHER LIABILITY ARISING IN CONNECTION WITH THE USE OF A SERVICE, OR RELIANCE ON ANY INFORMATION OR SERVICES PROVIDED BY US. THE COMPANY AND ITS THIRD PARTY SERVICE PROVIDERS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF THE COMPANY OR ITS THIRD PARTY SERVICE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO

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STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS; (iii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY, EVEN IF THE THIRD PARTY HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD THE COMPANY RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES (INCLUDING THIRD PARTY SERVICE PROVIDERS) IN CONNECTION WITH THE SERVICES.

Because some states or countries prohibit the limitation of liability for consequential or incidental damages, in such jurisdictions the limitation of liability only with respect to consequential or incidental damages may not apply to you, and the respective liability of the Company and its Third Party Service Providers, employees, distributors and agents is limited to the greatest extent allowable under applicable law in those jurisdictions.

In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail, then you expressly agree that under no circumstances will the total, aggregate liability of the Company and its Third Party Service Providers, employees, distributors, agents or affiliates, to you or any party claiming by or through you for any cause whatsoever, exceed \$100 (U.S.), regardless of the form of action and whether in contract, statute, tort or otherwise.

#### 12.4 Governing Law and Jurisdiction

These Terms, and all future agreements you may enter into with the Company, unless otherwise indicated on such other agreement, will be governed by the law of the state of Florida, without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with the Company in Florida or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Miami, Florida. If any part of the Terms is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

#### 12.5 Legal Actions and Notices

No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one year after the cause of action has accrued, except where this limitation cannot be imposed by law.

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Any notice or other communication to be given hereunder will be in writing and given by registered or certified mail return receipt requested.

## 12.6 Relationship Between Us

You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.

## 12.7 No Assignment

You may not assign or transfer these Terms (or the rights and licenses granted under them). For example, if you registered an account as an employee of a company, your account cannot be transferred to another employee. We may assign these Terms (or the rights and licenses granted under them) to another company or person without restriction. Nothing in these Terms confers any right, benefit, or remedy on any third-party person or entity. You agree that your account is non-transferable and that all rights to your account and other rights under these Terms terminate upon your death.

## 13. Dispute Resolution

### 13.1 Arbitration

**PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IF, HOWEVER, EITHER THE CLASS ACTION WAIVER OR COORDINATED CLAIMS PROVISION BELOW ARE FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION PROVISIONS WILL REMAIN IN FULL FORCE.

In the event the parties are not able to resolve any dispute, claim or controversy, including those known or unknown that may be later discovered, between them arising out of or concerning these Terms or any provisions hereof, or other agreements on the Site, other agreements between us, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, whether in contract, tort, or otherwise, at law or in equity for damages or any other relief, legal or equitable, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the JA

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MS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement.

The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

If you elect to seek arbitration you must first send to us, by certified mail return receipt requested, a written notice of your claim ("Notice").

If we initiate arbitration, we will send a written Notice to an email address you have previously provided to us, if available. We may also use any other means to contact you, including a message in your account or to an address we have on file. A Notice, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If you and we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or us may commence an arbitration proceeding. Arbitration forms can be downloaded from [www.jamsadr.com](http://www.jamsadr.com).

*Rules:* the JAMS Rules will control the arbitration proceedings and hearing.

*Injunctive Relief:* Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

*Confidentiality:* The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

### 13.2 Class Action Waiver

**PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

**YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS AND CONDITIONS WILL TAKE PLACE ON AN INDIVIDUAL BASIS. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE**

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OTHER ONLY IN YOUR OR OUR INDIVIDUALS CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING BUT NOT LIMITED TO A PRIVATE ATTORNEY GENERAL ACTION. CLASS ARBITRATIONS AND CLASS/REPRESENTATIVE/COLLECTIVE ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION.

Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

If this specific provision is found to be unenforceable, then the entirety of this Class Action Waiver and the Disputes Resolution provisions shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

### 13.3 New Jersey Residents

Certain terms may not apply to you. Also, according to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.

### 13.4 California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: 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.

If you are a California resident, you agree to consciously waive all claims, both known and unknown that may be later discovered and expressly forgo and waive all protections as by California Civil Code Section 1542, which states, "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." By using this Site, you agree to that these California Civil Code Section 1542 protections no longer apply to you.

## 14. Updating These Terms

From time to time, we may update these Terms, or any of our terms, conditions and guidelines, to clarify our practices or to reflect new or different practices (such as when we add new features), and the Company reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. If we make any material change, we will notify you using

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prominent means, such as by email notice sent to the email address specified in your account or by posting a notice through our Services. Modifications will become effective on the day they are posted unless stated otherwise.

Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

## 15. How to Contact Us

The best way to get in touch with us is to contact us directly or through our Support Team. We'd love to hear your questions, concerns, and feedback about our Services.