

Terms and Conditions

Agreement between User and earnlearn.com

1. Overview

Welcome to earnlearn.com. The earnlearn.com website (the "Site") is comprised of various web pages and career assistants powered by artificial intelligence operated by SkillPointe LLC ("SkillPointe", the "Company", "we" or "us"). EarnLearn.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of earnlearn.com constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

EarnLearn is an awareness platform and network designed to facilitate skilled workforce development and placement. SkillPointe will endeavor to change the perception that skills-based training is inferior to a four-year degree and that on-the-job training is a valuable path to fulfilling workforce needs. SkillPointe spotlight the skills-based training for the jobs that are most in need. SkillPointe is a highly interactive platform that can help training programs promote their skills-based offerings and connect with student prospects starting or professionals furthering or transitioning their careers.

2. Privacy

Your use of earnlearn.com is subject to SkillPointe's Privacy Policy. Please review our [Privacy Policy](#), which also governs the Site and informs users of our data collection practices.

3. Electronic Communications

Visiting earnlearn.com or sending emails to SkillPointe constitutes electronic communication. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

4. Children Under Thirteen

SkillPointe does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use SkillPointe.com only with permission of a parent or guardian.

5. Links to Third Party Sites/Third Party Services

earnlearn.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of SkillPointe and SkillPointe is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. SkillPointe is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by SkillPointe of the site or any association with its operators.

Certain services made available via earnlearn.com are delivered by third-party sites and organizations. By using any product, service or functionality originating from the earnlearn.com domain, you hereby acknowledge and consent that SkillPointe may share such information and data with any third-party with whom SkillPointe has a contractual relationship to provide the requested product, service or functionality on behalf of SkillPointe.com users and customers ("Service(s)").

6. No Unlawful or Prohibited Use/Intellectual Property

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of SkillPointe or its third-party participants and contributors, including but not limited to sponsors, employers, public and private training programs, and is protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. SkillPointe content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of SkillPointe and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of SkillPointe or our licensors except as expressly authorized by these Terms.

7. Prohibited Uses of the Site

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation.
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate SkillPointe, a SkillPointe employee, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm SkillPointe or users of the Site or expose them to liability.

Additionally, you agree not to:

- "Scrape" or disaggregate data from the Site (whether by manual or automated means) for any commercial, marketing, or data compiling or enhancing purpose.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Otherwise attempt to interfere with the proper working of the Site.

8. Reliance on Information on Site

SkillPointe seeks out content providers or contributors, including but not limited to sponsors, employers, public and private training programs, in particular subject matters to enhance the information available on the Site. SkillPointe does not represent or guarantee that any contributor has achieved any particular level of expertise or knowledge or has any specific qualifications or credentials, without limitation, as to the subject matter to which their contributions relate. To the extent we refer to each of these contributors as an expert, you must understand we rely on the information they provide us and we are not obligated to independently verify or attempt to confirm any information they provide, nor their qualifications or credentials. SkillPointe is not obligated to monitor or independently research or verify any content they contribute. Contributors, even if characterized as an expert, are not employees of SkillPointe. We cannot and do not represent or warrant the accuracy, completeness or truthfulness of the qualifications or credentials of any contributor, nor of any other users of the Site.

Please do not rely on Site content or interactions with artificial intelligence career assistants, including user contributions and content from our contributors. Content is provided for general information purposes only and cannot consider your unique, personal circumstances and needs. You acknowledge and agree that any reliance or actions you take in violation of your agreement with us shall be at your sole and exclusive risk and SkillPointe shall have no responsibility or liability to you whatsoever. You also acknowledge and agree that communications on or through the Site, whether with content providers or other users, are at

your own risk and are not covered by any privilege or confidentiality obligation that might apply if you were to obtain your own professional advice.

9. International Users

Our Site is controlled, operated and administered by SkillPointe from our offices within the USA. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the SkillPointe content accessed through SkillPointe.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

10. Indemnification

You agree to indemnify, defend and hold harmless SkillPointe, its officers, directors, employees, agents and third- parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third-party, or your violation of any applicable laws, rules or regulations. SkillPointe reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with SkillPointe in asserting any available defenses.

11. Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, 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 American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. 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 and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

12. Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and SkillPointe 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.

13. Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. SKILLPOINTE AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

SKILLPOINTE AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. SKILLPOINTE AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SKILLPOINTE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SKILLPOINTE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF

YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

14. Termination/Access Restriction

SkillPointe reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida and you hereby consent to the exclusive jurisdiction and venue of courts in Florida in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and SkillPointe as a result of this agreement or use of the Site. SkillPointe's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of SkillPointe's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by SkillPointe with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and SkillPointe with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and SkillPointe with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

15. Changes to Terms

SkillPointe reserves the right, in its sole discretion, to change the Terms under which SkillPointe.com is offered. The most current version of the Terms will supersede all previous versions. SkillPointe encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

SkillPointe LLC, welcomes your questions or comments regarding the Terms:

SkillPointe LLC

825 Ballough Road Suite 420

Daytona Beach FL 32114

Effective as of February 19, 2025