

LEARNADOODLE INC
TERMS AND CONDITIONS
Effective date: June 1, 2025

AGREEMENT TO OUR LEGAL TERMS

We are Learnadoodle Inc. ("Company," "we," "us," or "our"), a company registered in Delaware, United States. We operate the website <https://learnadoodle.com> (the "Site"), the mobile application Learnadoodle (the "App"), and other related products or services that link to these legal terms (collectively, the "Services").

Learnadoodle is an educational platform designed to support students and parents in managing and enhancing their learning experience, with a focus on homeschooling and supplementary education. The platform includes:

- AI-powered tools for personalized learning and planning
- Child profiles for tracking progress
- A planner to organize educational activities
- **An AI-powered assistant that provides general educational support. When using this feature, you are interacting with an AI system, not a human**

Users are **prohibited from requesting** information about homeschooling laws or legal compliance. The AI assistant is **not permitted** to respond to such inquiries.

The platform is accessible via web and mobile apps and is primarily distributed in the United States. Learnadoodle does not use advertising and employs secure data practices to protect user privacy.

You can contact us by phone at (803) 728-1336 or by email at contact@learnadoodle.com.

These Legal Terms constitute a legally binding agreement between you and Learnadoodle Inc. By accessing the Services, you agree that you have read, understood, and accepted all of these Legal Terms. If you do not agree, you are expressly prohibited from using the Services and must discontinue use immediately.

We will provide at least 30 days' notice of material changes to these Legal Terms via email or in-app notification. Changes take effect after this period. Continued use of the Services constitutes acceptance of any modifications.

If you are a minor in your jurisdiction (typically under age 18), you must have parental or guardian consent and be directly supervised to use the Services.

We recommend that you print a copy of these Legal Terms for your records.

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1. OUR SERVICES

The information provided through the Services is not intended for distribution to or use by any person or entity in any jurisdiction where such distribution or use would violate local law or subject Learnadoodle to registration or regulatory obligations. If you access the Services from outside the United States, you do so at your own initiative and are responsible for compliance with applicable local laws.

Learnadoodle complies with applicable regulations governing educational platforms, including:

- The Children’s Online Privacy Protection Act (COPPA) Requires verifiable parental consent for collecting personal data from children under 13, with safeguards for child profiles and uploaded content.
- The General Data Protection Regulation (GDPR) Ensures lawful data processing, transparency, and rights (e.g., access, correction, deletion) for EU users, as detailed in our Privacy Policy.
- California Consumer Privacy Act (CCPA)/California Privacy Rights Act (CPRA): Grants California residents rights to know, delete, and opt-out of data sales/sharing, and to limit sensitive data use.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We own or license all intellectual property rights in the Services, including source code, databases, software, functionality, website design, audio, video, text, images, and graphics (collectively, the “Content”), as well as trademarks, service marks, and logos (the “Marks”). These are protected under U.S. and international copyright, trademark, and other intellectual property laws. The Services are provided “as is” for personal, non-commercial use only.

Your Limited License to Use Learnadoodle

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to:

- Access and use the Services for personal, non-commercial purposes
- Download or print portions of the Content to which you have lawful access, solely for educational or household use

You may **not**:

- Reproduce, distribute, modify, republish, upload, publicly display, transmit, or exploit any part of the Services, Content, or Marks for commercial purposes
- Use our intellectual property in a way that violates any applicable law or infringes on our or others’ rights

Contact contact@learnadoodle.com for permission for other uses. We reserve all rights not expressly granted. Unauthorized use may result in immediate termination of access.

User Uploads and Submissions

You may upload personal educational materials (e.g., letters of intent, progress records) for private use. These are securely stored, never shared with other users, made public, or used by Learnadoodle for advertising, analytics, or commercial purposes. You retain full ownership of your uploaded content.

Feedback and Suggestions

By submitting feedback, suggestions, or ideas (“Submissions”), you grant us a non-exclusive, royalty-free, worldwide license to use them to improve or develop our Services. This license does not apply to personal content (e.g., educational records) and does not transfer ownership of your personal data.

Responsibility for Uploaded Content

You are solely responsible for your uploaded content (e.g., educational records, notes). Learnadoodle does not offer public sharing, forums, or social features. Uploaded content is private and accessible only through your account. We do not review or monitor user-uploaded content or provide legal, medical, or educational compliance services. By uploading, you confirm:

- You have the right to upload the content
- The content is lawful, accurate, and does not violate third-party rights
- You control the information you choose to store

We may remove content if required by law, a valid legal request, or to protect Service integrity.

Copyright Infringement

See our DMCA Notice and Policy for reporting copyright infringement.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that:

1. All registration information is true, accurate, current, and complete
2. You will maintain and update such information as necessary
3. You have the legal capacity to comply with these Legal Terms
4. If under the age of digital consent (typically 13 under COPPA or 16 under GDPR in some EU countries), you have verifiable parental or guardian consent
5. You have provided accurate age information during registration, which we use to verify your eligibility and ensure safe access to AI features.
6. You will not access the Services via automated or non-human means (e.g., bots, scripts)
7. You will not use the Services for illegal or unauthorized purposes
8. Your use will not violate any applicable law or regulation

If any information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account and refuse future use.

4. USER REGISTRATION

You may need an account to access certain features. By registering, you agree to:

- Keep login credentials secure and confidential
- Be responsible for all account activity

We may remove, reclaim, or modify usernames deemed inappropriate, offensive, misleading, or objectionable.

5. BETA ACCESS DISCLAIMER

Learnadoodle is currently in a **free beta testing phase**. All features are available at no cost, and no payment information is collected. We may introduce paid plans in the future. Before any charges apply, we will provide at least 30 days' notice via email or in-app notification and require users to review and accept updated pricing and terms.

6. PROHIBITED ACTIVITIES

You may not use the Services for unlawful purposes or in ways not expressly authorized. Specifically, you agree not to:

- Systematically retrieve data or content to create collections, compilations, databases, or directories without written permission
- Trick, defraud, or mislead users or Learnadoodle, especially to obtain sensitive information
- Circumvent, disable, or interfere with security features or access controls
- Disparage, tarnish, or harm the Services or our reputation
- Harass, abuse, or harm any person using information obtained through the Services
- Misuse support channels or submit false reports
- Violate any applicable law or regulation (e.g., COPPA, GDPR, CCPA/CPRA)
- Engage in unauthorized linking, framing, or scraping
- Transmit viruses, malware, or disruptive code
- Impersonate another user or misrepresent your identity
- Use bots, scripts, or automated tools to access or interact with the Services
- Threaten, abuse, or harass Learnadoodle staff
- Attempt to bypass restrictions or unauthorized access barriers
- Copy, reverse-engineer, or modify our software
- Use the Services for commercial resale or redistribution
- Collect or store others' information without consent
- Use the Services or content to build a competing product
- **Ask the AI assistant for information about state homeschooling laws, regulations, or legal requirements**
- Generate or share inappropriate or harmful content via the AI assistant, as we moderate AI outputs to ensure they are safe and appropriate for all users, including minors.

- Sell or transfer your user profile
- Use the Services to promote or sell third-party goods or services

7. MOBILE APPLICATION LICENSE

License Grant

If you access Learnadoodle via the mobile app, we grant you a limited, revocable, non-exclusive, non-transferable license to:

- Install and use the app on a personal device you own or control
- Access and use the Services per these Terms You may not:
- Modify, reverse-engineer, or decompile the app
- Use the app for commercial or unlawful purposes
- Violate applicable laws, rules, or third-party rights
- Attempt unauthorized access

Apple and Android Devices

If you downloaded the app from the Apple App Store or Google Play Store:

- Your use is subject to Apple or Google's terms of service
- App stores are not responsible for app maintenance or support
- If the app fails to conform to any warranty, you may notify the app store for a potential refund (if applicable), with no further obligations
- You represent you are not in a U.S.-embargoed country or on a U.S. restricted parties list
- Apple and Google are third-party beneficiaries of this section and may enforce it

8. THIRD-PARTY WEBSITES AND CONTENT

The Services may include links to third-party websites, content, or resources ("Third-Party Content") for convenience. Such content is:

- Not vetted, endorsed, or controlled by Learnadoodle
- Accessed at your own risk
- Subject to separate terms and privacy policies We are not responsible for:
- Accuracy, legality, or appropriateness of Third-Party Content
- Harm, loss, or damage from its use or reliance
- Third-party purchases, transactions, or services Learnadoodle does not verify or guarantee Third-Party Content or provide legal, regulatory, or compliance advice. You are responsible for verifying external resources. By using the Services, you agree to review third-party terms and policies and hold Learnadoodle harmless for any issues.

9. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to:

- Monitor the Services for violations of these Terms
- Take legal action for violations
- Refuse, restrict, or disable access at our discretion
- Remove or disable content that may violate these Terms or applicable law
- Manage the Services to protect our rights and ensure functionality
- Monitor AI interactions to ensure safety for minors, including detecting and addressing potential risks or inappropriate use.
- Provide reporting mechanisms for users to flag safety concerns, accessible via contact@learnadoodle.com.

10. PRIVACY POLICY

We take privacy seriously. Please review our Privacy Policy, which details how we collect, use, and protect your data, including through cookies. By using Learnadoodle, you consent to the practices described in the Privacy Policy, including cookie usage where applicable, and to your data being processed and stored in the United States, even if accessed from outside the U.S.

11. DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY

Notifications

If you believe material on our Services infringes your copyright, notify our Designated Copyright Agent per DMCA 17 U.S.C. § 512(c)(3), including:

1. Physical or electronic signature of the copyright owner or authorized agent
2. Identification of the copyrighted work
3. Identification of the infringing material and its location
4. Your contact information
5. A good faith statement that the use is unauthorized
6. A statement under penalty of perjury that the information is accurate and authorized. Misrepresentations may lead to liability. Consult an attorney if unsure.

Counter Notification

If your content was removed in error, submit a written Counter Notification including:

1. Identification of the removed material and its prior location
2. Consent to your local Federal District Court's jurisdiction
3. Agreement to accept service of process
4. Your contact information
5. A good faith statement under penalty of perjury that the removal was a mistake
6. Your signature. If valid, we will restore content unless the complainant initiates legal action.

DMCA Agent Contact

Elisa Alvarez-Garrido
Attn: Copyright Agent
3011 Blossom St
Columbia, SC 29205
United States
contact@learnadoodle.com

12. TERM AND TERMINATION

These Legal Terms remain in effect while you use the Services. We may, at our sole discretion and without notice:

- Deny or restrict access to any user
- Suspend or terminate your account and remove any associated content

You may not create a new account if your previous access was suspended or terminated. We reserve the right to pursue legal remedies for violations.

13. MODIFICATIONS AND INTERRUPTIONS

We may:

- Modify, suspend, or remove any part of the Services without notice
- Interrupt access for maintenance, updates, or disruptions
- Discontinue the Services entirely

We are not liable for:

- Delays, downtime, or inaccessibility
- Loss of data or content
- Failure to maintain, update, or continue features

14. GOVERNING LAW

These Legal Terms are governed by Delaware law, without regard to conflict of law principles. Disputes must be brought under Delaware jurisdiction.

15. DISPUTE RESOLUTION

Informal Negotiations

Both parties agree to attempt informal resolution for at least 30 days after written notice.

Binding Arbitration

Unresolved disputes will be submitted to binding arbitration under the American Arbitration Association's Commercial Arbitration Rules (and Consumer Rules, if applicable) in New Castle County, Delaware, unless otherwise agreed. Arbitration may occur in person, by phone, or online. You waive court or jury trials.

Court Involvement

Either party may go to court to:

- Compel or enforce arbitration
- Confirm, modify, or vacate an arbitration award

If arbitration is unenforceable, disputes must be litigated in New Castle County, Delaware courts. Both parties waive objections to jurisdiction and venue.

Restrictions

- No class or consolidated actions
- No representation of other users or the public
- Individual arbitration only

Exceptions

Arbitration does not apply to:

- Intellectual property enforcement
- Claims involving theft, piracy, privacy violations, or unauthorized use
- Injunctive or equitable relief If any part of this section is unenforceable, it will be severed, and the remainder enforced in Delaware courts.

16.ADDITIONAL PROVISIONS

These Legal Terms exclude:

- The United Nations Convention on Contracts for the International Sale of Goods
- The Uniform Computer Information Transactions Act (UCITA) Claims must be filed within one (1) year of the cause of action, unless a longer period is required by law.

17.CORRECTIONS

We may correct typos, errors, or descriptions at any time without notice. Corrections do not constitute an admission of error or liability.

18.DISCLAIMER

The Services are provided "as is" and "as available." We make no warranties, express or implied, including merchantability, fitness for a particular purpose, or non-infringement. Use is at your sole risk. We disclaim responsibility for:

- Errors or omissions in content
- Personal injury or property damage
- Unauthorized access to data or transmissions
- Bugs, viruses, or harmful code
- Third-party services, websites, or advertisements
- Loss or damage from use

19. LIMITATIONS OF LIABILITY

To the maximum extent permitted by law, Learnadoodle and its affiliates, officers, employees, and agents are not liable for indirect, incidental, consequential, special, exemplary, or punitive damages—including lost profits, lost data, or intangible losses—arising from your use of the Services. Our total liability shall not exceed \$100. Some jurisdictions may not allow certain exclusions, in which case liability is limited to the fullest extent permitted.

20. INDEMNIFICATION

You agree to indemnify, defend, and hold Learnadoodle (and its affiliates, officers, and employees) harmless from third-party claims, liabilities, damages, losses, or expenses (including legal fees) arising from:

- Your use of the Services
- Your uploaded content
- Your violation of these Legal Terms
- Your infringement of intellectual property or other rights
- Any harmful, unlawful, or negligent acts toward others We may assume defense and control of indemnifiable matters, and you agree to cooperate.

21. USER DATA

You are responsible for data you submit or store. We may maintain backups but do not guarantee data retention and are not liable for loss, corruption, or inaccessibility.

22. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

You consent to receive electronic communications from us. All agreements, notices, disclosures, and other communications provided electronically satisfy legal requirements for written communications. You consent to electronic signatures, contracts, orders, and records, and to electronic delivery of notices, policies, and transaction records.

23. CALIFORNIA USERS AND RESIDENTS

If you are a California resident and a complaint is not satisfactorily resolved, contact the California Department of Consumer Affairs: Consumer Information Division 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834 Phone: (800) 952-5210 or (916) 445-1254.

24. EDUCATIONAL RESOURCES FOR MINORS

We provide resources to help minors use our Services safely and responsibly, including guidance on interacting with our AI-powered assistant. These resources are available on our website or within the App to support parents and young users.

25. MISCELLANEOUS

These Legal Terms constitute the entire agreement between you and Learnadoodle. If any provision is invalid or unenforceable, the remaining provisions remain in force. No joint venture, partnership, employment, or agency relationship is created. Waivers must be in writing and signed.

26. CONTACT US

Learnadoodle Inc

contact@learnadoodle.com

803-728-1336