

TERMS OF SERVICE

Last Updated: November 16, 2022

These Terms of Service are entered into by and between Rich Core Media LLC, An Michigan Limited Liability Company ("**Rich Core Media**", "**TonyLearns**", "**Company**", "**Us**"), and its Users and visitors to the service "**Services**", and together with the Privacy Policy, govern those persons' access to the Services, as well as any content or functionality of the Services, whether as a visitor or a User.

By accessing or using the Service, you agree to comply with and be bound by the Terms of Service set forth in herein (the "**Terms**"), whether or not you become a registered user of the Service. Failure to use the Service in accordance with these Terms and Privacy Policy may subject you to civil and criminal penalties.

INFORMATION PROVIDED TO USERS OR USERS IS FOR GENERAL EDUCATIONAL PURPOSES ONLY AND IS NOT FINANCIAL ADVICE. NOTHING SAID TO USERS SHOULD BE CONSIDERED AN OFFER, SOLICITATION OF AN OFFER, OR ADVICE OF FINANCIAL SERVICES. USERS MUST DO THEIR DUE DILIGENCE. IF YOU DO AGREE TO THESE TERMS OF SERVICE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE OUR SERVICE.

- 1) **Disclaimer.** Company does not provide any financial of any kind. We provide video content for educational purposes only. It is your responsibility to know and follow your local laws in place.
- 2) **Your Personal Data Rights & General Data Protection Regulation (GDPR).** How we use your data and your data privacy rights are covered under our Privacy Policy (tonylearns.com) and are hereby integrated into these Terms of Service. If you have questions concerning your data rights and our obligations under the GDPR please consult our Privacy Policy. Our Privacy Policy covers a variety information about your data rights including but not limited to our obligations and rights as a processor, obligations and rights of the controller, subject matter of data processing, duration of data processing, nature and purpose of data processing, type of personal data collected, categories of data subjects collected, and special categories of personal data collected.
- 3) **Changes.** Company reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Services or updating the "Last Updated" date at the beginning of these Terms. By continuing to access or use the Services or order, receive or use Services, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the Terms of Service that apply when you access or use the Services or order, receive or use the Services.
- 4) **Consulting Service.** We provide access to videos for educational purposes only. You should exercise caution and perform your own screening before using any Services. By using this service, you expressly waive any claim against us relating to our

services, and understand that we are not responsible for any services you ultimately receive.

- a) The price and payment procedures are permanently accessible on the Service.
- b) All prices stated include all relevant local taxes.

5) **Conditions Of Admission.** You must agree to these Terms of Service in order to use our Services. They govern your use of our Services. If you do not accept the Privacy Policy and these Terms of Service, you are not entitled to access our Services. By using our Services, you represent and warrant that you have the legal capacity to enter a contract in the jurisdiction where you reside.

6) **Conditions Of Access.**

- a) You shall login via your created credentials when signing up to our Services.
- b) You may be required to verify that each party is consenting to services via email.
- c) Each Member shall keep their profile confidential and undertakes not to notify or disclose them to third parties or other Members to prevent fraud or phishing.
- d) Each Member shall take care not to disclose strictly personal information.
- e) We will take any necessary measures to halt fraudulent behavior, including to prevent the prohibited sharing of profiles.
- f) Each User undertakes not to carry out any action likely to hinder the operation of the Services and undertakes not to disseminate or arrange for the dissemination of viruses, spam, logic bombs, etc.

7) **Fee.** Company has various levels of service. When you sign up for a service you agree to allow us to bill your credit card (or other payment method) for all due charges. We will re-bill for any failed billing or past-due amounts. Fees will not be prorated or refunded. We will bill you a full period's fee regardless of whether you cancel within that period. We reserve the right to revise pricing at any time; however, we will provide you with at least 30 days' advance notice before revised terms become applicable to you (or such longer period of notice as may be required by law). We also reserve the right to offer different levels of service in alternative price plans and to impose different restrictions or levels of service in such alternative plans.

8) **Payment Authorization.** We or our Company's may seek pre-authorization of Client's payment card account prior to your purchase of Company Services in order to verify that the card is valid and has the necessary funds or credit available to cover your purchase. You agree to provide Company updated information regarding your payment card account upon Company's request and any time the information earlier provided is no longer valid. You authorize such payment card account to pay any amounts described herein, and authorize Company to charge all sums described in these Terms to such card account.

9) **Content Rights and Licenses.** The Services, and all Content other than User Content and all software available on the Services or used to create and operate the Services, is and remains the property of Company, and is protected under the Copyright Act of 1976, as amended, and other intellectual property laws of the United

States and any foreign jurisdiction where the Services are accessed, and all rights to the Services, such Content, and such software are expressly reserved.

- a) All trademarks and service marks, whether registered or unregistered, as well as product names and company names or logos, displayed or mentioned on the Services are the property of their respective owners.
- b) You must not use such marks without the prior written permission of the owner of the marks. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by Company.

10) **Limited License to Copy Content.** Company grants to Users a limited, revocable, non-exclusive, non-sublicensable license to access the Services and to view, copy, and print the portions of the Content available to Users on the Services.

- a) Such license is subject to these Terms of Service, and specifically conditioned upon the following:
- b) Users may only view, copy, and print such portions of the Content for their own personal use;
- c) Users may not modify or otherwise make derivative works of the Services or Content, or reproduce, distribute, or display the Services or any Content (except for page caching) except as expressly permitted in these Terms of Service;
- d) Users may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content;
- e) Users may not use the Services or Content other than for their intended purposes.
- f) Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms of Service may be construed as conferring any license to intellectual property rights, whether by estoppels, implication, or otherwise.
- g) Company may revoke this license at any time for any reason or no reason, and shall not be liable to any User for any purported interference with business or contractual relations, in tort or otherwise.

11) **Intellectual Property.** Users may not engage in any activity on or through the Services, including transmitting or using User Content that infringes or otherwise makes unauthorized use of another party's copyright, trademark, or other intellectual property or proprietary rights.

- a) We will respond to legitimate requests made pursuant to the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA") and trademark law, and we retain the right to remove Content from the Services that Company believes in good faith infringes on any third party's intellectual property rights upon notice from the owner of such intellectual property, or their agent.

DISPUTE PROCESS

- 12) **Assumption of Risk.** You are solely responsible for ensuring that your use of the Services complies with applicable law and does not violate the rights of any third party, including, without limitation, intellectual property rights. You assume all liability for any claims, suits or grievances filed against you, including, but not limited to, all damages related to your use of the Services.
- 13) **Process**
- a) **Contact Us.** You agree to contact us with your complaint prior to filing for any arbitration.
 - b) **File Complaint.** You and Company agree that any dispute must be commenced or filed by you or Company within one (1) year of the date the dispute arose, otherwise the underlying claim is permanently barred (which means that you and Company will no longer have the right to assert such claim regarding the dispute).
 - c) **Arbitration.** You and Company agree that (a) any arbitration will occur in the State of Michigan, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services, which are hereby incorporated by reference, and (c) that the state or federal courts of the State of Michigan and the United States, respectively, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court.
- 14) **California Civil Code Section 1789.3 Compliance.** Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about Company must be addressed to our agent for notice and sent via certified mail to that agent. For our agent's most current contact information, please send a request to info@tonylearns.com
- a) California users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing or at (800) 952-5210.
- 15) **Communications.** You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Service, satisfy any legal requirement that such communication be in writing.
- a) You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Service.
- 16) **Third Party Sites.** The Service may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). We are not liable for nor in control of third party Linked sites, and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there.

17) **Disclaimer of Warranties.** COMPANY DOES NOT WARRANT THAT ANY CONTENT ON THE SERVICE, DOCUMENT OR FEATURE OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED OR THAT YOUR USE OF THE SERVICE WILL PROVIDE SPECIFIC RESULTS. THE SERVICE AND ITS CONTENT ARE DELIVERED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. ALL INFORMATION PROVIDED ON THE SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICE. COMPANY DOES NOT VERIFY FOR ACCURACY ANY INFORMATION PROVIDED TO US FROM THIRD-PARTIES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICE AND ANY LINKED SERVICES. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM USED IN CONNECTION WITH THE SERVICE) OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF SUCH MATERIALS OR CONTENT. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND THEREFORE THIS DISCLAIMER WOULD NOT BE APPLICABLE IN THOSE JURISDICTIONS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. YOUR SOLE REMEDY AGAINST COMPANY FOR DISSATISFACTION, IS TO STOP USING THE SERVICE OR ANY SUCH CONTENT.

18) **Limitation of Liability.** To the fullest extent permitted by applicable law, in no event shall the Company parties be liable for any indirect, special, incidental, or consequential damages of any kind (including, but not limited to, loss of revenue, income or profits, loss of use or data, loss or diminution in value of assets, or damages for business interruption) arising out of or in any way related to the access to or use of the Services or content (including, but not limited to, user content, third party content and links to third party Services), or the order, receipt or use of any product, or otherwise related to these terms (including, but not limited to, any damages caused by or resulting from reliance on any information obtained from any Company party, or from events beyond the Company parties’ reasonable control, such as Service interruptions, deletions of files or emails, errors or omissions, defects, bugs, viruses, trojan horses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to the Company parties’ records, programs or systems), regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed) or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable).

- 19) **Indemnification.** To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Company, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “Company Parties”), from and against all actual or alleged Company Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses and costs of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to:
- a) Any use or misuse of the Content or Services by you or any third party you authorize to access or use such Content or Services;
 - b) Any User Content you create, post, share or store on or through the Services or our pages or feeds on third party social media platforms;
 - c) Any Feedback you provide;
 - d) Your violation of these terms, and your violation of the rights of another.
 - e) You agree to promptly notify Company of any third party Claims, cooperate with the Company Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees and expenses, court costs, costs of settlement and costs of pursuing indemnification and insurance).
 - f) You further agree that the Company Parties shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.
- 20) **Children.** This Service is not directed at individuals under the age of eighteen (18) in the State of Michigan without parental consent. Company does not knowingly collect personal information from any individual under the age of eighteen (18) in the State of Michigan without parental consent.
- 21) **Entire Agreement.** These Terms of Service incorporate by reference any notices contained on the Services, including within the Privacy Policy and Refund Policy, and constitute the entire agreement with respect to access to and use of the Services and Content.
- 22) **Severability.** If any provision of these Terms of Service is deemed unlawful, void, or unenforceable by a court of law exercising proper jurisdiction, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability.
- 23) **No Waiver.** No waiver of any provision hereof shall be valid unless in writing signed by the parties. Any failure to enforce any right or remedy hereunder shall not operate

as a waiver of the right to enforce such right or remedy in the future or of any other right or remedy.

24) **No Class Actions.** You and Company agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

25) **Governing Law and Venue – Michigan.** Any Dispute between the parties that is not subject to arbitration, shall be resolved in the state or federal courts of the State of Michigan and the United States, respectively, sitting in the State of Michigan.

26) **Contact**

TonyLearns.com
Rich Core Media LLC
info@tonylearns.com