

# Terms of Service

Updated: August 02, 2024

## AGREEMENT TO OUR LEGAL TERMS

We are Studybuddy2 LLC ("Company," "we," "us," "our"), a company operating the website <https://studybuddy.gg/> (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

You can contact us by email at [support@studybuddy.gg](mailto:support@studybuddy.gg).

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you", "user"), and Studybuddy2 LLC, concerning your access to and use of the Services. By accessing the Services, you agree that you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY. Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted. The Services are intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Services and to purchase a subscription. If you are a minor, you must have your parent or guardian read and agree to these Legal Terms prior to using the Services. Studybuddy is designed to assist you in studying and understanding educational material. It is not intended for cheating or to be used on any exams, tests, or graded assignments. The user takes full responsibility for the appropriate use of this tool. Please use Studybuddy ethically and responsibly. Before using the Studybuddy Extension with your Learning Management System (LMS), please be aware that its use may be governed by specific policies and guidelines established by your educational institution or LMS provider. Make sure to comply with these regulations

to avoid any potential issues.

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

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### 1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

## 2. INTELLECTUAL PROPERTY RIGHTS

### Our Intellectual Property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

### Your Use of Our Services

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Services; and
- download or print a copy of any portion of the content to which you have properly gained access,

solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: support@studybuddy.gg. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

### Your Submissions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

**Submissions:** By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

**You are responsible for what you post or upload:** By sending us Submissions through any part of the Services you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission;
- warrant that any such Submission is original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
- warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

### **3. USER REPRESENTATIONS**

By using or subscribing to the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not under the age of 13; (5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services and any payment for the subscription is made with the knowledge and consent of your parent or legal guardian, and your parent or legal guardian agrees to be bound by these Legal Terms on your behalf; (6) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (7) you will not use the Services for any illegal or unauthorized purpose; and (8) your use of the Services will not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

### **4. USER REGISTRATION**

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and

password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## 5. PURCHASES AND PAYMENTS

We may provide paid products and/or services within the Service.

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in US dollars or the equivalent exchange rate.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We use third-party services for payment processing (e.g., payment processors). We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express, and Discover. PCI-DSS requirements help ensure the secure handling of payment information. The payment processors we work with are:

- **Stripe:** Their Privacy Policy can be viewed at <https://stripe.com/us/privacy>

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

## 6. SUBSCRIPTIONS

### Billing and Automatic Renewal

You acknowledge and agree that your Subscription will renew automatically at the stated billing frequency (e.g. Weekly or Semestral), unless cancelled. By subscribing to the Services, you consent to the stated recurring charges without prior approval for each charge, until cancellation. The billing cycle depends on the subscription plan.

## **Trial Period**

We may offer trial periods at a discounted rate (e.g., 3 days for \$0.99). Unless you cancel before the trial ends, your subscription will automatically convert into a full-price subscription, and we will charge your payment method accordingly.

## **Cancellation and Refund Policy**

We are committed to your satisfaction with our services and offer a straightforward cancellation and refund policy to address any concerns you may have.

You may cancel your subscription at any time, by contacting us via email at [support@studybuddy.gg](mailto:support@studybuddy.gg). We're here to help resolve any issues promptly.

Cancellations take effect at the end of the current billing cycle.

We do not offer refunds for weekly subscriptions or for unused portions of a billing period. However, for semestral subscriptions, you may request a refund within 3 days of purchase if you are unsatisfied, and you have not materially used the service.

To request a refund, contact us via email at [support@studybuddy.gg](mailto:support@studybuddy.gg) with your reason and relevant account details.

We reserve the right to deny refund requests in cases of suspected abuse or fraud.

## **Fee Changes**

Subscription fees may change, and we will notify you as required by law. Continued use after a price change constitutes your acceptance of the new rates.

## **7. PROHIBITED ACTIVITIES**

You may not use StudyBuddy for any unauthorized purposes, including:

- Retrieving data or content to create compilations or databases without permission.
- Misleading others or gaining sensitive information.
- Circumventing security features or copying content for commercial purposes.
- Harassing, abusing, or harming others, or engaging in any illegal activity.
- Using automated tools or unauthorized scripts.

## **8. CONTRIBUTION LICENSE**

By submitting feedback, ideas, or suggestions ("Contributions"), you grant us a perpetual, worldwide, royalty-free, irrevocable, and sublicensable license to use, reproduce, modify, and distribute such Contributions for any purpose without compensation or acknowledgment.

## **9. THIRD-PARTY WEBSITES AND CONTENT**



Our Services may include links to external websites ("Third-Party Websites") or provide access to articles, photographs, text, graphics, designs, music, sound, video, applications, software, and other content originating from third parties ("Third-Party Content"). Please be aware that we do not investigate, monitor, or verify the accuracy, appropriateness, or completeness of Third-Party Websites or Third-Party Content. We are not responsible for any Third-Party Websites accessed through our Services or any Third-Party Content posted on, available through, or installed from our Services. This includes, but is not limited to, the content, accuracy, legality, opinions, reliability, privacy practices, or other policies associated with Third-Party Websites or Third-Party Content. The inclusion of links or access to Third-Party Websites or Third-Party Content does not imply endorsement or approval by us. If you choose to leave our Services to visit Third-Party Websites or to use or install Third-Party Content, you do so at your own risk. Our Legal Terms do not apply to Third-Party Websites or Third-Party Content, and you should review the applicable terms, policies, and privacy practices of any third party you interact with. Any transactions or purchases made through Third-Party Websites are solely between you and the third party. We are not responsible for any issues arising from such transactions and disclaim all responsibility for the products or services offered on Third-Party Websites. You agree to hold us harmless from any harm or losses resulting from your interaction with Third-Party Websites or Third-Party Content.

## **10. SERVICES MANAGEMENT**

We reserve the right to manage and monitor StudyBuddy to ensure compliance with these Legal Terms. This includes the right to:

- Remove or edit any content that violates these Legal Terms or is otherwise objectionable.
- Suspend or terminate user accounts for violations or unauthorized activities.

## **11. PRIVACY POLICY**

At Studybuddy, we are committed to protecting your data privacy and security. For detailed information on how we handle your data, please review our Privacy Policy at <https://studybuddy.gg/privacy-policy>. By using our Services, you agree to the terms set forth in our Privacy Policy, which forms part of these Legal Terms.

Please be aware that our Services are hosted in the United States. If you access our Services from outside the U.S., with data protection laws that differ from those in the United States, you are consenting to the transfer of your data to the U.S. and to the processing of your data according to U.S. laws by continuing to use our Services.

We do not knowingly collect or solicit information from individuals under the age of 13, nor do we target marketing towards them. In line with the U.S. Children's Online Privacy Protection Act (COPPA), if we discover that we have collected personal information from a child under 13 without verifiable parental consent, we will promptly delete such information from our records.

## **12. TERM AND TERMINATION**

These Legal Terms shall remain in effect while you use the Services provided by Studybuddy2 LLC. We reserve the right to, at our sole discretion and without prior notice or liability, deny access to and use of the Services to any individual for any reason or no reason at all. This includes, but is not limited to, instances of breach of any representation, warranty, or covenant contained in these Legal Terms, or violations of any applicable laws or regulations. We may terminate your use or participation in the Services or delete your account and any content or information you have posted at any time, without warning and at our sole discretion. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fictitious name, or the name of any third party, even if acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to pursue appropriate legal action, including civil, criminal, and injunctive relief.

### **13. MODIFICATIONS AND INTERRUPTIONS**

Studybuddy2 LLC reserves the right to change, modify, or remove any aspect of the Services at our sole discretion and without prior notice. This includes any content, features, or functionalities of the Services. We are not obligated to update any information on our Services, and we shall not be liable to you or any third party for any modifications, price changes, suspensions, or discontinuations of the Services. The availability of the Services is not guaranteed at all times. We may encounter issues related to hardware, software, or other factors, or may need to perform maintenance, which could result in interruptions, delays, or errors. Studybuddy2 LLC reserves the right to revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we shall not be liable for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuation. Nothing in these Legal Terms obligates us to maintain or support the Services or to provide any updates, corrections, or releases related to them.

### **14. GOVERNING LAW**

These Legal Terms, and your use of the Services, are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Any disputes arising out of or related to these Legal Terms or the Services shall be resolved in accordance with the laws of the State of Delaware.

### **15. DISPUTE RESOLUTION**

#### **Informal Negotiations**

To resolve any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before initiating formal proceedings. Informal negotiations will commence upon written notice from one Party to the other Party.

#### **Binding Arbitration**

If the Parties cannot resolve a Dispute through informal negotiations, the Dispute (except those specifically excluded below) will be resolved exclusively through binding arbitration. You understand that by agreeing to arbitration, you are waiving your right to a court trial and a jury trial. The arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, if applicable, the AAA's Supplementary Procedures for Consumer Related Disputes



("AAA Consumer Rules"), which are available on the AAA website. The arbitration may be conducted in person, by phone, online, or through the submission of documents. The arbitrator will issue a written decision but is not required to provide a detailed explanation unless requested by either Party. The arbitrator must adhere to applicable law, and any award may be challenged on the grounds of legal error. Arbitration will take place in Delaware. The Parties may seek court intervention to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the arbitration award.

### **Court Proceedings**

If for any reason a Dispute proceeds in court rather than through arbitration, it shall be filed in the state and federal courts located in Delaware. The Parties consent to the jurisdiction of these courts and waive any defenses related to personal jurisdiction or venue. The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) is excluded from these Legal Terms.

### **Restrictions**

Arbitration shall be limited to the individual Dispute between the Parties. To the fullest extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right to arbitration on a class-action basis or to utilize class action procedures; and (c) no Dispute may be brought in a representative capacity on behalf of the general public or other persons.

### **Exceptions to Informal Negotiations and Arbitration**

The following Disputes are not subject to the informal negotiations or arbitration provisions: (a) any Disputes concerning the enforcement or protection of intellectual property rights; (b) any Dispute related to allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim seeking injunctive relief. If any part of this provision is deemed illegal or unenforceable, that part will not apply, and the remaining Disputes will be decided by a court of competent jurisdiction within the courts specified above, with the Parties agreeing to submit to that court's jurisdiction.

## **16. CORRECTIONS**

The Studybuddy Services may contain typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Studybuddy Services at any time, without prior notice.

## **17. DISCLAIMER**

THE STUDYBUDDY SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL

INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **18. LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE THREE (3) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$144.00 USD. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **19. INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Studybuddy Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Studybuddy Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any

matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **20. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Studybuddy Services, sending us emails, and completing online forms constitute electronic 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 Services, satisfy any legal requirement that such communication be in writing. 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 SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **21. CALIFORNIA USERS AND RESIDENTS**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## **22. MISCELLANEOUS**

These Legal Terms and any policies or operating rules posted by us on the Studybuddy Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

## **23. CHANGE TO TERMS**

Studybuddy2 LLC reserves the right to modify these Legal Terms under which <https://studybuddy.gg/> is offered at its sole discretion. The most recent version of the Legal Terms will replace all previous versions. We encourage you to review the Legal Terms periodically to stay informed about any updates.

## **24. CONTACT US**

To resolve a complaint regarding the Studybuddy Services or to receive further information regarding use of the Services, please contact us at:

[support@studybuddy.gg](mailto:support@studybuddy.gg).

## **25. MOBILE TERMS OF SERVICE**

The Studybuddy mobile messaging service (the "Service") is operated by Studybuddy2 LLC ("Studybuddy," "we," or "us"). By using the Service, you agree to these terms and conditions ("Mobile Terms").

### **Service Modifications**

We may modify or discontinue the Service or any of its features without prior notice. To the extent permitted by applicable law, we may also update these Mobile Terms at any time. Your continued use of the Service after such changes are effective constitutes your acceptance of the updated terms.

### **Consent to Receive Messages**

By consenting to Studybuddy's SMS/text messaging service, you agree to receive recurring SMS/text messages from us to the mobile number you provided. This includes messages related to service updates, alerts, and promotional offers, even if your number is on any state or federal Do Not Call list. Messages may be sent using automated technology.

### **Costs and Frequency**

While we do not charge for the Service, you are responsible for any charges or fees imposed by your wireless provider. Message frequency may vary, and standard message and data rates may apply. Please check with your mobile plan provider for details.

### **Opt-Out**

You may opt-out of the Service at any time by texting "STOP" to +18885747091 or by clicking the unsubscribe link in any text message we send. You will receive a one-time confirmation text, and no further messages will be sent unless you initiate them. If you are subscribed to other Studybuddy mobile message programs, you must opt out separately from those programs.

### **Support**

For assistance email [support@studybuddy.gg](mailto:support@studybuddy.gg).

### **Changes and Responsibility**

We may change the short code or phone number used for the Service and will notify you of such changes. Messages sent to a previous number may not be received, and we are not responsible for honoring requests sent to outdated numbers. Wireless carriers are not liable for delayed or undelivered messages.

### **Mobile Number Updates**

If you change your mobile number, you must re-register for the Service using your new number.

### **Liability**

To the extent permitted by law, we are not liable for failed, delayed, or misdirected delivery of information through the Service, errors in such information, or any actions you may or may not take based on the information or Service.

### **Privacy**

We respect your privacy. For details on how we collect and use your personal information, please refer to our Privacy Notice.