



Learn To Write Now

TERMS OF SERVICE

Thank you for using the Learn To Write Now (LTWN) website at <https://learntowritenow.com/>. All products and services provided on and through this site, including enrollment for workshops and services conducted online or at physical locations ("Classes"), book sales, and certain lesson plans and documents prepared and delivered by us to users are referred to collectively in these Terms as the "Services." The Services are provided by LTWN.

Please read these Terms of Service ("Terms") carefully. These Terms are entered into between LTWN and you (the "user") and set forth legally binding terms that govern and restrict your use of the Sites and Services. References in these Terms to "we," "us," or "our" mean LTWN and references to "you" and "your" mean the user.

We reserve the right to change these Terms from time to time without notice. You acknowledge and agree that it is your responsibility to review these Terms periodically to familiarize yourself with any modifications. Your continued use of the Services after any modifications constitutes your agreement to the modified Terms.

LTWN provides educational tools and online content, testing and assignments as part of the Services. To use our Services, you are required to agree to the Terms and Conditions.

Application and Use. These Terms apply to all registered users of the Services, and you or your minor child's participation in our Services. These Terms also apply to users of the Site who have not registered to be a user of any Service (such users include any person or entity who accesses or uses the Site with automated means, including web crawlers, robots, spiders, and other tools).

Account and Password. You must be at least 18 years old and provide an email and password to acquire Services; although as a parent or legal guardian you may acquire Services that are provided to your child. You must use your real name and not a pseudonym or other name when registering for our Services, and otherwise provide complete and accurate account information to us. You will be exclusively responsible for the supervision, management, and control of any of your user logins and passwords for the Site and you will ensure that you properly exit the Site at the end of each session.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer/device, and you agree to accept responsibility for all activities

that occur under your account or password. You agree to notify us immediately of any unauthorized use of your account information.

Changes to Services. We reserve the right to change our Sites and Services, without notice, from time to time.

Electronic Communications. You hereby consent to receive communications from us electronically. We will communicate with you by email or by posting notices in connection with the Services. You agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing.

Pricing. Various Services are available for a fee, as described on the Site and as may be changed from time to time. All fees paid are nonrefundable, subject to any return policies that we in our discretion may adopt from time to time.

Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all associated with the Services and any transactions entered in connection with the Services. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. This includes charging other payment methods on file with us and retaining collection agencies and legal counsel.

Payment. When making a payment you are governed under the terms issued by a payment processor like PayPal, Stripe etc. that we have integrated with. We do not record or keep any payment related information in our databases. By continuing with the payment process, you agree that you authorize us to charge your card at our convenience. You represent, warrant and agree that you will not use any credit card or other form of payment unless you have all necessary and legally required authorization to do so. We will not be liable if minors or others acting with or without your permission to use your credit card to make purchases on the Site (and to the extent your minor child makes any such purchases, you represent and warrant that they are authorized to do so); however you may report any unauthorized use to us, and we will undertake reasonable measures within our control to help prevent future unauthorized use of your card. Certain fees (as specified on the Site) will automatically renew and continue until the associated Services are terminated. You consent to and accept responsibility for all recurring charges to your credit or debit card without further authorization from you and without further notice except as required by law. YOU REPRESENT AND WARRANT THAT (I) THE CREDIT CARD INFORMATION SUPPLIED TO US IS TRUE, CORRECT AND COMPLETE, (II) PAYMENTS MADE BY YOU WILL BE HONORED BY YOUR CREDIT CARD COMPANY, AND (III) YOU WILL PAY FOR ALL CHARGES INCURRED THROUGH THE USE OF YOUR LOGIN CREDENTIALS.

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We attempt to be as accurate as possible when describing Services offered through our Site. We do not warrant that the Service descriptions or other content of the Site are accurate, complete, reliable, current, or error-free.

Limitation of Liability. Learn To Write Now LLC. SHALL NOT BE RESPONSIBLE FOR ANY: (A) DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THE SITE OR SERVICES, AND (B) ANY LOSS OF GOODWILL OR PROFITS, LOST BUSINESS, HOWEVER CHARACTERIZED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT YOU PAID, IF ANY, TO LTWN IN THE ONE (1) MONTH PRIOR TO THE EVENTS GIVING RISE TO YOUR CLAIM.

The limitations of liability hereunder shall apply regardless of the failure of any remedy herein, and whether we have been advised or should have been aware of the possibility of any such losses arising.

Indemnity. You will indemnify and hold us, our subsidiaries parents, affiliates, officers, directors, members, managers, legal representatives, agents, and other partners and employees, harmless from loss, liability, costs, damages or expenses from any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character by reason of (a) your use of the Services; (b) your breach of any of your representations, warranties or agreements set forth in these Terms; and (c) any acts or omissions by you or on your behalf regarding any content posted in connection with the Services by you and/or any third party.

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You acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of the availability of those external services, services or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from such web services, services or resources.

Termination and Remedies. You acknowledge that if we, in our sole discretion, determine you to be in breach of these Terms, we may restrict, suspend, or terminate your access to all or any part of the Services, with or without notice. Termination will be without prejudice to any other right or remedy to which we or our affiliates may be entitled under these Terms or at law.

Dispute Resolution. These Terms will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any principles of conflicts of law. Subject to the arbitration provision below, any legal actions related to these Terms and/or the Site, or your use thereof, will be brought and conducted in DuPage County, Illinois, and each user consents to such jurisdiction and authorizes and accepts service of process sufficient for personal jurisdiction in any action against him as contemplated by this section. All parties waive the right, if any, to obtain any award for exemplary or punitive damages or any other amount for the purpose or imposing a penalty from the other in any arbitration or judicial proceeding or other adjudication arising out of or with respect to these Terms, or any breach hereof, including any claim that these Terms, or any part hereof, is invalid, illegal or otherwise voidable or void. In addition to all other relief, the arbitrator will have the power to award reasonable attorneys' fees to the prevailing party. To the extent allowed under applicable law, you agree that any dispute will be resolved without including any other third parties included as parties to the arbitration proceeding, be it as individuals, as part of a collective action, or as part of a representative class, unless both you and LTWN Inc. agree to such consolidation after a dispute has arisen.

Miscellaneous. These Terms, together with any other documents referenced herein constitute the entire agreement between the parties and supersedes all previous agreements, promises,

proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof. If any provision of these Terms will be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. Our failure to enforce any provision of these Terms will not be deemed a waiver of such provision nor the right to enforce such provision. You may not assign or transfer these Terms, your account, or any of your rights or obligations hereunder. An assignment in violation of these Terms is null and void. Each party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control either of the excused party or its subcontractors or suppliers.

If you have questions regarding these Terms, please contact us using the Contact Us link on the Site.

Effective Date: April 15, 2020.