

Outlearn Terms of Service

Effective Date: April 15,, 2026

These Terms of Service (“Terms”) govern your access to and use of the products and services provided by Helpjuice, Inc. and its affiliated entities (“Helpjuice,” “we,” “us,” or “our”), including the Helpjuice platform and Outlearn, as well as any associated websites, applications, integrations, functionality, and other online services that link to these Terms (collectively, the “Service”), and any related interactions with us.

By accessing or using the Service, you agree to be bound by these Terms and our Privacy Policy.

1. USE OF SERVICE

You may use the Service only in compliance with these Terms and all applicable laws. Outlearn grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Service during the applicable subscription term

2. ACCOUNTS

To access certain features, you may be required to create an account. You are responsible for maintaining the confidentiality of your login credentials and for all activities under your account.

3. SUBSCRIPTIONS, FEES, AND PAYMENTS

You represent and warrant that (i) you have the legal right and authority to use any payment method provided in connection with the Service, (ii) all payment information you provide is accurate, complete, and current, and (iii) you are responsible for any charges incurred through your account, including by authorized users.

You agree to promptly update your payment information as necessary to ensure continued accuracy and completeness.

Payment Processing Authorization.

You authorize Outlearn, and its third-party payment processors, to charge the applicable fees to your designated payment method and to process such payments on your behalf.

Outlearn may share your payment-related information with third-party service providers solely for the purpose of processing payments, preventing fraud, and

complying with applicable legal obligations. Such processing is subject to the privacy and security practices of those third-party providers.

4. REFUNDS

Except as expressly set forth in these Terms or required by applicable law, all fees paid are non-refundable and non-cancellable.

Subscription fees are billed in advance and are not refundable in whole or in part for any unused portion of the subscription term, including where access to the Service is terminated or suspended due to your breach of these Terms.

If expressly stated in writing at the time of purchase, you may be eligible for a limited refund for an initial subscription within a specified period. Unless otherwise agreed in writing, no refunds shall apply after such period.

Any service credits or discounts issued by Outlearn are applied at Outlearn's discretion and have no cash value, are non-transferable, and may not be redeemed for cash or refunded.

5. USER CONTENT

You retain ownership of content submitted to the Service ("User Content"). By submitting User Content, you grant Outlearn a worldwide, non-exclusive license to host, process, and use such content solely to provide and improve the Service.

You represent and warrant that you have all rights necessary to submit User Content and to grant the rights described in these Terms.

Outlearn does not guarantee that User Content will not be lost, corrupted, or unavailable, and you are responsible for maintaining backups of your data.

6. AI-POWERED FUNCTIONALITY

Outlearn uses automated AI systems to generate chatbot responses based on user inputs and configured knowledge sources.

You acknowledge that:

- AI-generated responses may be inaccurate or incomplete
- The Service does not provide legal, medical, or financial advice
- AI outputs are probabilistic and may be inaccurate, incomplete, or misleading. You are solely responsible for reviewing and validating all outputs before relying on them.

The Service may depend on third-party services and infrastructure. Outlearn is not responsible for failures or disruptions caused by third-party providers.

7. ACCEPTABLE USE

You agree not to:

- Use the Service unlawfully
- Infringe intellectual property rights
- Reverse engineer or attempt to extract source code
- Interfere with security or performance
- Upload malicious or abusive content

8. INTELLECTUAL PROPERTY

The Service and all related intellectual property are owned by Outlearn or its licensors. Except for the limited license granted herein, no rights are transferred.

9. CONFIDENTIALITY

Each party agrees to protect the other party's confidential information using reasonable care and to use it solely to perform under these Terms.

10. DEIDENTIFIED AND AGGREGATED DATA

Outlearn may monitor use of the Service and collect, create, and use aggregated, anonymized, and deidentified data ("Deidentified Data") derived from User Content or usage of the Service.

Such Deidentified Data will not identify you or any individual and may be used by Outlearn to operate, improve, and enhance the Service, including for analytics, performance optimization, and development of machine learning and artificial intelligence models, in compliance with applicable law.

As between you and Outlearn, all right, title, and interest in Deidentified Data shall belong solely to Outlearn.

11. DATA PROTECTION

To the extent Outlearn processes personal data on your behalf, such processing will be conducted in accordance with applicable data protection laws.

Where required, a Data Processing Addendum ("DPA") may apply and is incorporated by reference.

Outlearn may engage subprocessors to provide the Service, and remains responsible for their compliance.

12. FORCE MAJEURE

Outlearn shall not be liable for any failure or delay resulting from causes beyond its reasonable control, including acts of God, internet outages, infrastructure failures, or governmental actions.

13. ENTIRE AGREEMENT

These Terms, together with any policies or documents expressly incorporated by reference (including the Privacy Policy and any applicable Data Processing Addendum), constitute the entire agreement between you and Outlearn regarding the Service and supersede all prior and contemporaneous agreements, proposals, negotiations, representations, and understandings, whether written or oral, relating to the subject matter hereof.

Except as expressly set forth herein, no terms or conditions contained in any purchase order, vendor portal, or other business form submitted by you shall modify or supplement these Terms, and all such terms are hereby rejected.

14. TERMINATION

Outlearn may suspend or terminate access to the Service for violation of these Terms or for any reason upon notice. Upon termination, your right to use the Service ceases.

Outlearn may suspend or limit access to the Service immediately if:

- (i) your use poses a security risk,
- (ii) you violate these Terms,
- (iii) required by law, or
- (iv) necessary to prevent harm to the Service or other users.

Outlearn will use commercially reasonable efforts to provide notice where practicable. Outlearn shall not be liable for any damages resulting from such suspension.

15. FEEDBACK OWNERSHIP

If you provide any suggestions, ideas, or feedback regarding the Service ("Feedback"), you grant Outlearn a worldwide, perpetual, irrevocable, royalty-free right to use and incorporate such Feedback without restriction or compensation.

16. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OUTLEARN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR BUSINESS INTERRUPTION.

IN NO EVENT SHALL OUTLEARN'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE OR THESE TERMS EXCEED THE TOTAL AMOUNTS PAID BY YOU TO OUTLEARN IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR TEN THOUSAND DOLLARS (\$10,000), WHICHEVER IS LESS.

To the maximum extent permitted by law, the remedies expressly set forth in these Terms are your sole and exclusive remedies for any claims arising out of or related to the Service.

18. SERVICE MODIFICATION AND APPLICATION UPDATES

Outlearn may modify, enhance, update, or otherwise change the Service at any time in its sole discretion, including by adding, removing, or altering features or functionality. Such updates may be deployed automatically without prior notice.

Outlearn shall use commercially reasonable efforts not to materially reduce the core functionality of the Service during an active subscription term. Except as expressly set forth in these Terms, Outlearn does not guarantee the continued availability of any specific feature or functionality.

All updates, enhancements, and modifications to the Service are and shall remain the exclusive property of Outlearn.

19. INDEMNIFICATION

You agree to indemnify and hold harmless Outlearn from claims arising out of your use of the Service or violation of these Terms.

You acknowledge that a breach of these Terms may cause irreparable harm to Outlearn, for which monetary damages may be insufficient, and Outlearn may seek injunctive or equitable relief.

20. ASSIGNMENT

You may not assign or transfer these Terms without Outlearn's prior written consent. Outlearn may assign these Terms without restriction.

21. EXPORT COMPLIANCE

You agree to comply with all applicable export control laws and regulations in connection with your use of the Service.

22. WAIVER

No failure or delay by Outlearn in exercising any right, remedy, power, or privilege under these Terms shall operate or be construed as a waiver thereof. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of Outlearn.

A waiver of any breach or default shall not constitute a waiver of any subsequent or other breach or default, nor shall it affect any other provision of these Terms.

23. GOVERNING LAW

These Terms are governed by the laws of the State of Florida, USA, excluding conflict-of-law rules and the CISG.

24. CHANGES TO TERMS

Outlearn reserves the right to modify or update these Terms at any time in its sole discretion. Any changes will be effective upon posting the revised Terms on the Service or otherwise providing notice to you.

Where required by applicable law, Outlearn will use commercially reasonable efforts to provide advance notice of material changes. However, it is your responsibility to review the Terms periodically.

By continuing to access or use the Service after the updated Terms become effective, you agree to be bound by the revised Terms. If you do not agree to the updated Terms, you must stop using the Service.

25. CONTACT INFORMATION

Email: support@outlearn.com

Company: Outlearn