



# Lingva.Link Terms of Service

Welcome to Lingva.Link, the premier service for people around the world to learn English language online. This agreement (the "Agreement") represents the entire contract between you and Lingva.Link with respect to the above mentioned site(s) (the "Site"). By visiting, becoming a customer of Lingva.Link, you agree, without qualification, to be bound by the terms and conditions (the "Terms") of use set out below.

## 1. Acceptance of the Terms

By using the information, tools, features and functionality located on Lingva.Link (together the "Service" or the "Services"), you agree to be bound by this Agreement and the Terms, whether you are a "Visitor" (which means that you simply browse the Lingva.Link website) or you are a "Customer" (which means that you have purchased an online language class package with Lingva.Link). The term "you" or "User" refers to a Visitor or a Customer. The term "we" refers to Lingva.Link. The term "Material" refers to all class materials used in our classes. If you wish to become a Customer, communicate with other Customers and/or make use of the Service, you must read this Agreement and indicate your acceptance during the registration process.

If you do not agree with all the Terms, do not use the Site.

Please review all of the Terms carefully before using the Site.

By using the Site, you agree to be bound by the Terms and confirm that you are over the age of 13 and able to form legally binding contracts.

Before you continue, you should print or save a local copy of this Agreement for your records.

## 2. Changes to these Terms

Lingva.Link has the right to modify this Agreement and any policies affecting or pertaining to the Site. Your continued use of the Site following notice of the Agreement modification will be considered an acceptance of the modified terms and conditions of use. Your recourse upon dissatisfaction with the modified terms of use is to cancel your subscription by following the instructions set out above. Furthermore, Lingva.Link reserves the right to modify, suspend or discontinue the Site at any time.

## 3. Provision of the Services

In providing the Services, we do not actively monitor the display, transmission and exchange of Material that is accessible by means of the Services, nor do we maintain any obligation to do so except as otherwise determined by us or required by the laws of applicable jurisdictions. However, subject to the terms of our Privacy and Security Policy, we reserve the right to monitor the Services for purposes of determining that their usage is in compliance with these Terms and applicable laws. In addition, and as described elsewhere in these Terms, we maintain an absolute and unconditional right to review and remove Material accessible by or transmitted through the Services that, in our sole

discretion, we believe is in violation of the law of these Terms or is unacceptable to us in our sole discretion.

From time to time and without prior notice to you, we may change, expand and improve the Site and Services. We may also, at any time, cease to continue operating part or all of the Services or selectively disable certain aspects of the Services or portions of the Site. Any modification or elimination of the Services will be done in our sole and absolute discretion and without an ongoing obligation or liability to you, and your use of the Site and Services do not entitle you to the continued provision or availability of the Site and Services.

#### **4. Your Rights**

Lingva.Link offers you a non-transferable, non-exclusive, limited right to access, use and display the content of this Site, provided that you comply with this Agreement and the Terms as set out in full. The materials of this Site are provided to you only for your private, non-commercial use.

By electing to purchase an online language class package (the "Package") of Lingva.Link, you agree to be bound by the terms and conditions set out below in section 10 in the Lingva.Link billing policy.

#### **5. Use of the Service**

Your right to access and use Lingva.Link and the Service is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use Lingva.Link for lawful purposes.

You are responsible for maintaining the secrecy of your Lingva.Link account (the "Account"), username and password. You agree to notify Lingva.Link of any unauthorized use of your Lingva.Link Account.

In our sole and absolute discretion, we may terminate your Account, or modify, reclaim or remove any username associated with your Account, for any reason (including for reasons related to unlawful or unauthorized usage) and we are under no obligation to retain a record of your Account or any data or information that you may have stored by means of the Account and/or the Services.

Your access and use of Lingva.Link may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of Lingva.Link or other actions that Lingva.Link, in its sole discretion, may elect to take. Lingva.Link is not responsible for any loss resulting from your using any of Lingva.Link's services, software, materials, audio or video files, content, or communications.

#### **6. Intellectual Property Rights**

All materials of Lingva.Link, including content, text, images, software, audio and video files, documentation and the Site remain at all time the sole property of Lingva.Link or its suppliers. Such aforementioned materials are protected under international copyright, trademark and other intellectual property laws. You may not post, distribute, sublicense, translate or reproduce in any way any copyrighted materials, trademarks or other proprietary information without the prior express written consent of Lingva.Link.

#### **7. Access and Interference**

You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor

Lingva.Link or any portion of Lingva.Link, without Lingva.Link's express written consent, which may be withheld in Lingva.Link's sole discretion;

- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search Lingva.Link, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of Lingva.Link or the Service;
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of Lingva.Link or the Service. Please be aware that your carrier's normal rates and fees, such as text messaging fees, will apply when accessing Lingva.Link with your portable devices.

## **8. Privacy and Security Policy**

Your use of our Site and any personal information or other information about you collected by Lingva.Link through, or in connection with, the Site (other than User Generated Content) is subject to our Privacy and Security Policy.

As indicated in the Terms, our Site is not designed to attract children under the age of 13. We do not knowingly collect personally identifying information from anyone under the age of 13 unless we first obtain permission from that child's parent or legal guardian.

For questions about our online privacy and security policy for children please refer to the Privacy and Security Policy.

## **9. Fees and payments**

You will be required to purchase Package in order to learn English online with Lingva.Link's tutors. Information gathered through the purchase process will be subject to these Terms as well as to our "Privacy and Security Policy". You represent and warrant that all information provided by you when purchasing Package is true, accurate and complete.

Pursuant to this Agreement you are responsible for any charges associated with connecting to the Site. Lingva.Link reserves the right to change the Package fees at any time, upon reasonable notice posted on the site and emailed to current customers.

By purchasing a Package you agree to be bound to the following Billing Policies.

Lingva.Link fees are exclusive of any applicable VAT or taxes, interest or installment fees charged by the credit card company, or other fees associated with connecting to the Internet.

Lingva.Link guarantees that every credit card transaction you make at Lingva.Link is 100% secure. If at any time you wish to check on the status of your Package, please login.

Your Package contains teacher-led classes. Classes are delivered on a "class credit basis", giving you access to the stated amount of classes that your Package offers. You can always find current prices of language courses posted in the checkout pages and occasionally in other pages of our website.

## **10. Indemnification**

You agree to indemnify, defend and hold harmless Lingva.Link and its affiliates, partners, suppliers, and employees from any and all liability, claims, costs, or damages arising from your use of the Site or your breach of this Agreement and any of the Terms set out herein.

## **11. Miscellaneous**

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

You agree that if Lingva.Link does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which Lingva.Link has the benefit of under any applicable law), this will not be taken to be a formal waiver of Lingva.Link' rights and that those rights or remedies will still be available to Lingva.Link.

All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement.

This Agreement represents the entire understanding and agreement between you and Lingva.Link regarding the subject matter of the same, and supersedes all other previous agreements.

If you have any questions about this policy statement, or about any of Lingva.Link's other policies and practices, please contact us on the contact details laid out on Lingva.Link.