



## Terms and Conditions

### 0. Definitions

- "Us" means "LinguaVille" in connection with "Edenfield International PTY LTD"
- "You", defines your, the readers and prospective customers part.

### 1. Application

We warmly welcome you on "www.linguaVille.com"! The legal foundations underpinning the relationship between "LinguaVille" and the valid laws of New South Wales (Australia) and the Commonwealth of Australia. Although you might access these services from any location on earth, the relationship shall be subject to the rules and regulations enforced by the courts of Sydney and the higher courts of NSW and Australia.

With the use of our services and site you agree that you are bound by these terms, the privacy policy, refund policy and other explicitly expressed or implied rules communicated by the owner.

We reserve the right to amend these terms without giving notice. In case of a dispute, the terms and conditions of the day when the dispute was brought to the attention of "LinguaVille" constitute the valid agreement.

By signing these terms as well as using these online facilities as the representative of a legal entity you submit that you are authorized to do so and that you carry full responsibility for the represented identity and agree that this identity is bound through your actions.

### 2. Communication and data protection

Online security is important to us. Connections containing sensitive data will be SSL encrypted.

You agree that you carry full responsibility for any access through your account as well as for the safety of your user name and password. LinguaVille will not be responsible for damages caused through any authorized or unauthorized access of your account.

### 3. Provision of service

"LinguaVille" reserves the right to change, interrupt or suspend any service at any time without giving any explanation or previous notice.

### 4. Registration Period

Your account on this website is valid for as long as you maintain a subscription. Subscriptions may be renewed for additional periods of time through the registration renewal process. If your account lapses without renewing the subscription, you may reactivate your account within 3 months without losing your details and information.

### 5. Copyright

All content provided within the pages of "LinguaVille" is subject to copyright and trademark protection. All rights in the deliverables remain exclusively with "LinguaVille" and will only be licensed to be used, not sold. Any further use than the explicitly intended is strictly prohibited.

This includes downloading, making the content accessible to others, publishing any original or modified content, or using the provided tools with another intention than to study or teach a language.

### 6. Content

It is agreed that LinguaVille becomes the sole owner of all content and all rights connected with content submitted by you. You agree that you will never claim ownership in such content.

Therefore "LinguaVille" has the right to publish, modify, sell or perform any other action with the content.

You agree that you will not upload content which illegally interferes or damages property, deframes the right of other persons or identifies or which is not connected with the purpose of language learning. We reserve the right to deny ownership in this case and remove such content. "LinguaVille" does not guarantee the integrity, accuracy and quality of posted content, or content which has been made available in any other way.

Although we are providing global high standard teaching, we are not able to screen all content on our pages. Therefore you agree that you will not hold "LinguaVille" liable for any errors or omissions regarding to content or for any loss, hurt feelings, etc. caused by such content.

"LinguaVille" reserves the right to disclose content, if it is believed that this might be reasonably necessary in the context of law enforcement, response to legal claims or the safety of other members or the public.

## **7. Software**

The use of "LinguaVille" is subject to these regulations. However, "LinguaVille" might provide, incorporate or use third party software to enhance its services. You agree that you are aware that this software might be subject to other terms of use and that you will not hold "LinguaVille" liable for any damage or other disadvantage caused by such software.

Specification requirements: To ensure you can enjoy the full benefit of LinguaVille we recommend you will need a minimum of the following, (a high speed broadband internet service, windows: IE6, Firefox 2.0, Mac: Safari 2.0, Screen Resolution: 1024 x 768, Flash Player 9.0). These requirements may change and such changes will be posted on this website.

## **8. Indemnity**

You indemnify and hold "LinguaVille", its partners, associates and all other related people and legal identities harmless from any unreasonable claim, demand or legal action, which includes extensive fees required for legal representation, caused by your conduct, including a breach of this agreement, the privacy, and refund policy or any agreement with a contractor.

## **9. Account/payment**

Every customer is provided with a 14 day free trial period of our services. After this period a purchase is necessary in order to continue to use the services provided.

"LinguaVille" offers a 7 day money back warranty. A reason for termination of the use does not have to be provided. The count starts with midnight of the day following the day of purchase, Sydney time.

## **10. School Access**

For the purposes of defining school Access and licenses, A School is any educational institution. The school subscription to LinguaVille applies to all students to that school who have been provided a user name and password, i.e. allocated a licence. A student may be in full or part time attendance.

## **11. Disclaimer of warranties**

You understand and agree on:

- The use of the services provided by "LinguaVille" is at your sole risk to you and the equipment used by you.
- "LinguaVille" will not be held responsible for any unmet expectations or achievements or not met specific requirements.

## **12. Cancellation and termination**

It is not possible to claim a refund after 7 days which is the specified trial-and-money-back-period. "LinguaVille" might, if possible, offer the possibility to transfer to a different language. Please contact [admin@linguaville.com](mailto:admin@linguaville.com) for these kinds of enquiries.

In case of the inability to access content on our site over an extended period of time, caused by technical challenges on our servers, "LinguaVille" will extend your period of use. A monetary refund will not be granted.

The customer is encouraged to give feedback on tutorials or change the tutor in case of difficulties. A monetary refund will not be provided.

LinguaVille reserves the right to terminate the relationship without financial compensation in case of damaging and defaming misconduct around our online facilities, or in tutorials. Also any damage, inflicted by you to our systems, company or content, will be dealt with an immediate termination.

By using the sites of "LinguaVille", you agree that you have read, understood and accepted our terms and conditions, our privacy policy, and refund policy. You accept that you are responsible to review them from time to time and that you are fully responsible.

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