



TERMS AND CONDITIONS

Please read this agreement carefully before accessing or using any of the resources available on the Language Angels website.

These Terms and Conditions are designed to ensure that you and your children have a safe and enjoyable experience with Language Angels. The information and services on this website are provided by Language Angels subject to your agreement to the Terms and Conditions below.

ACCESS

Subscribing will entitle you to access and use Language Angels lessons and resources. You should not share your login details with other parties or users. Under no circumstances are you permitted to sell or give your user login details to other potential users – for financial gain or not. The registered member for an account is responsible for ensuring that these Terms and Conditions are complied with. Users agree to be bound by these Terms and Conditions. You will promptly notify us of any known or suspected unauthorised use(s) of your account, or any known or suspected breach of security, including loss, theft, or accidental disclosure of your username and password.

SUBSCRIPTION FEES & RENEWAL

All subscriptions will be pre-paid. Once your subscription purchase payment has been approved your account will be activated for immediate use. Language Angels reserves the right to change the amount of any fees or charges for the online products and services it provides, and to institute new fees by posting such changes on this website. **Language Angels will not automatically renew your subscription when it runs out. It is your responsibility to renew your subscription before its expiry date.** You will be advised to renew your subscription at least two weeks before your account is due to expire. We cannot prioritise or fast-track any renewal application as our policy is to process applications on a first-come first-served basis to warrant an equal and fair level of service.

REFUND POLICY

Should you want or need to cancel a subscription we offer a 30-day refund guarantee. If, for any reason, you wish to cancel your subscription and / or purchase you must inform us via email within 30-days of your purchase payment date. You can email us at support@languageangels.com stating your name, user name, subscription email address and the reason for your cancellation request. Upon receipt of your cancellation request we will issue a refund using the same payment method which was used to make payment to us.

Please note that we cannot and will not accept any cancellation of subscription or request for refund if they are received after 30-days have passed since your purchase payment date.

LOGIN DETAILS

Your access to the service is by username and password. **Your login details should not be shared with anyone nor should they be displayed publicly (e.g. on a school website, forum or blog).** Once your login details are issued it is your responsibility to keep a record of them. You may not select a username that we, in our sole discretion, deem inappropriate, offensive or easy to guess. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses

of your username and password, whether or not authorised by you. When renewing a subscription, a new password may have to be selected in order to prevent unauthorised access of your account.

COPYRIGHTS

All materials contained on the Language Angels website (as well as the organisation, colour scheme and layout of the site), are owned and copyrighted by Language Angels. This means that you may only view or download material from the website for your or your child's own use provided that you maintain all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is strictly prohibited. **No part of the website can be copied, cached or made accessible through links from a website or Intranet. Linking to any page other than the index page (www.languageangels.com) constitutes a breach of our Terms and Conditions.**

CHANGES TO THE SITE

Language Angels may make improvements or changes in the information, services, products, and other materials on their website, or terminate the service or part of the service, at any time without notice. Language Angels may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement. Accordingly, you agree to review the agreement periodically, and your continued access or use of this site shall be deemed your acceptance of the modified agreement.

LINKS TO THIRD PARTY SITES

The Language Angels website may include links to other Internet sites solely as a convenience to users. Although these sites have been reviewed, Language Angels does not endorse them and is not responsible for the information, material, products or services they contain. If users believe any of these sites contain inappropriate material, they must immediately inform Language Angels.

DISCLAIMERS

Language Angels strives to keep the information on this site accurate, complete, and up-to-date. However, errors and omissions do occur and you should not take the accuracy of the information for granted. Language Angels aims to correct reported errors within 24 hours. All content and other materials published or otherwise made available through Language Angels are provided "as is" and "as available" and without warranties of any kind, including suitability to a particular purpose. Because of the nature of the service, Language Angels does not warrant that it will be uninterrupted and available at all times. We will not be liable if we are unable to perform our obligations under these Terms and Conditions due to the failure of any machine, data processing system or transmission link or to any circumstances beyond our control. Because we do not have control over your local Internet connection and computer specifications and settings, we make no warranty or representation that you will be able to access all parts of the website reliably. Technical support and advice should be sought from your ISP provider or IT technician **before** you subscribe to the service to make sure that your network and Internet connection meet the technical requirements.

REMEDIES FOR BREACH

In the event that Language Angels determines, in its sole discretion, that you have breached any portion of these Terms and Conditions, or have otherwise demonstrated inappropriate conduct, Language Angels reserves the right to suspend or terminate your account with Language Angels and/or any other Language Angels related service. We may terminate your account at any time without prior notice if you commit a breach of these Terms and Conditions. No compensation or refund will be issued in these instances.

PRIVACY

Language Angels is committed to protecting the privacy of its members and does not share personally identifiable information with third parties. **PLEASE NOTE: We do not store customer credit card details.**

TERMS OF USE

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and Wales. If these Terms and Conditions are not accepted in full, you should not access or use the service.

USER LICENCE AGREEMENT

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING THE RESOURCE MATERIALS.

This licence agreement (**Licence**) is a legal agreement between you (**Licensee or you**) and Language Angels (a brand of Nubridge Publishing Limited) of 33 – 35 Daws House, Daws Lane, London NW7 4SD (**Licensor or we**) for this product (**Resource Material**), which includes computer software and electronic resources (**Software**) and printed / printable materials.

BY USING THIS RESOURCE MATERIAL YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU, YOUR EMPLOYEES AND/OR YOUR PUPILS. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE RESOURCE MATERIAL TO YOU AND YOU MUST CEASE TO USE IT IMMEDIATELY.

1. GRANT AND SCOPE OF LICENCE

- 1.1 In consideration of you agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, non-transferable licence to use the Resource Material and the Software in the UK on the terms of this Licence.
- 1.2 You may:
 - (a) install and use the Software for your personal / family use only.

2. LICENSEE'S UNDERTAKINGS

- 2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:
 - (a) not to copy the Software or Resource Material except where such copying is incidental to normal use;
 - (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Resource Material;
 - (c) not to make alterations to, or modifications of, the whole or any part of the Resource Material or Software nor permit the Resource Material and Software or any part of it to be combined with, or become incorporated in, any other programs;
 - (d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

- (i) is used only for the purpose of achieving inter-operability of the Software with another software program;
 - (ii) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
 - (iii) is not used to create any software which is substantially similar to the Software;
- (e) to supervise and control use of the Resource Material and ensure that the Resource Material is used in accordance with the terms of this Licence including any agreed number of users;
 - (f) to include the copyright notice of the Licensor on all entire and partial copies of the Resource Material in any form;
 - (g) not to provide, or otherwise make available, the Resource Material in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from the Licensor;

3. INTELLECTUAL PROPERTY RIGHTS

3.1 You acknowledge that all intellectual property rights in the Software and the Resource Material throughout the world belong to the Licensor, that rights in the Resource Material are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Resource Material other than the right to use them in accordance with the terms of this Licence.

3.2 You acknowledge that the Resource Material has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Resource Material meet your requirements.

4. LICENSOR'S LIABILITY

4.1 Nothing in this Licence shall exclude or in any way limit the Licensor's liability for fraud, or for death and personal injury caused by its negligence, or any other liability to the extent that it cannot be excluded or limited as a matter of law.

4.2 Subject to condition 4.1 the Licensor shall not be liable under or in connection with this Licence or any collateral contract for:

- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption;
- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data; or
- (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this condition 4.2 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of condition 3 or any other claims for direct financial loss that are not excluded by any of categories (a) to (h) inclusive of this condition 4.2.

4.3 Subject to condition 4.1 and condition 4.2, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to the Licence Fee or Subscription Fee.

4.4 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software and Resource Material. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software and Resource Material which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

5. TERMINATION

5.1 The Licensor may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 3 days after the service on you of written notice requiring you to do so.

5.2 Upon termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must cease all activities authorised by this Licence;
- (c) you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
- (d) you must immediately delete or remove the Resource Material and Software from all computer equipment in your possession and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Resource Material and Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

6. TRANSFER OF RIGHTS AND OBLIGATIONS

6.1 This Licence is binding on you and us and on our respective successors and assigns.

6.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

6.3 The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of his rights or obligations arising under it, at any time during the term of the Licence.

7. WAIVER

7.1 If the Licensor fails, at any time during the term of this Licence, to insist on strict performance of any of your obligations under this Licence, or if the Licensor fails to exercise any of the rights or remedies to which he is entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

7.2 A waiver by the Licensor of any default shall not constitute a waiver of any subsequent default.

7.3 No waiver by the Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

8. SEVERABILITY

8.1 If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

9. ENTIRE AGREEMENT

9.1 This Licence and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Software and Resource Material and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

9.2 We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us before entering into this Licence except as expressly stated in this Licence.

9.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Licence (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in this Licence.

10. LAW AND JURISDICTION

This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.