

Agreement For Services Rendered

Welcome to Lingonas.com, the premier service for people around the world to learn languages online. This agreement (the "Agreement") represents the entire contract between you and Lingonas with respect to the above mentioned site(s) (the "Site") and, if applicable, the fee-based subscription services therein.

1. Header Information

By visiting, becoming a customer of, purchasing a gift subscription from, or subscribing to Lingonas paid services, you agree, without qualification, to be bound by the terms and conditions (the "Terms") of use set out below.

2. The Term

3. Consultant's Responsibilities

4. Compensation

5. Expenses

6. Intellectual Property

7. Relationship of the Parties

8. Ending this Agreement

9. Confidential Information

10. Injunctive Relief for Breach

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2. The Term

2.1 The Lingonas.com (the "Client") engages Individual (the "Consultant") to provide the services described in section 3 ("Services" in this Agreement).

3. Consultant's Responsibilities

3.1 During the Agreement the Consultant will:

3.1.1 provide the Services carefully and skillfully as best they can and in a first class professional way, and try their best to promote the Client's interests;

3.1.2 provide the Services for at least the number of days specified in the created course, together with any additional time which may be necessary, unless prevented by bad health or accident;

3.1.3 reply as soon as possible to any reasonable request from the Client's for information reports in connection with the Services;

3.1.4 tell the Client as soon as reasonably can if Consultant is unable to provide the Services because of illness or injury. The Consultant cannot charge fees for any period during which they do not provide the Services, therefore customer may be partially compensated for not provided Services.;

3.1.5 try to ensure that Consultant is available at all times (as long as the Consultant is given reasonable notice in advance) to provide assistance or information which the Client may reasonably ask for;

3.1.6 not incur any expense on the Client's behalf, or give the impression they are allowed to do so, unless the Client specifically tells them to do so in writing;

3.1.7 use only eLearning platform or software that is specified by the Client;

3.1.8 try to provide all necessary information and support to customer, including but not limited to: free trial lesson, housework, learning materials, requests by email;

3.1.9 try conduct successful Services, therefore Consultant would take actions to raise the level of awareness of the services provided. For this matter Consultant can use any advertising or promotion platforms and use provided or created materials on its on liability;

3.1.10 try as hard as the reasonably can to offer the Client (or arrange for the Client to be offered) any opportunities which might benefit the Client's business as soon as they practically can, after becoming aware of them. The Consultant agrees to do so before offering such opportunities to anybody else, though nothing in this clause will require the Consultant to disclose any opportunities to the Client which would result in a breach by the Consultant of any obligation of confidentiality or trust owed to somebody else;

3.1.11 make sure that all your work is original and does not infringe anybody else's rights and nothing they do will be unlawful or infringe anybody else's rights of data or privacy, or be obscene, or damage anybody's reputation in a way that the law judges to be defamatory;

4. Compensation

4.1 Client agrees to transfer Consultant's fee and will render this payment upon completion of the Services within 30 days;

4.2 Consultant agrees that all compensation transactions will be made in euro currency;

4.3 Consultant agrees that all compensation transactions will be made via PayPal payment system, therefore Consultant will provide all necessary account information;

4.4 In case when Consultant is willing to receive compensation directly to bank account, then Consultant will have to compensate international or national transaction fee.

4.5 Consultant agrees to third party transaction gateway fee (is 2.9% + 30¢ per successful charge) is a matter to change only if transaction gateway changes its subscription plan;

5. Expenses

5.1 Consultant acknowledges and agrees that all additional expenses in providing Services will be covered by himself/herself, including but not limited to: learning materials, online monthly subscriptions;

5.2 Client engages in 7-day money back guarantee for customer, therefore customer may withdraw from the course without any reason and be refunded back. 7-day guarantee start on the date course begin;

6. Intellectual Property

6.1 Consultant agrees to grant to the Client a non-exclusive, irrevocable, royalty free license to use, copy and modify any elements of the Material not specifically created for the Client as part of the Services;

6.2 In respect of the Material specifically created for the Client as part of the Services, the Consultant assigns the full title guarantee to the Client and any all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished;

6.3 If any third party intellectual property rights are used in the Material the Consultant shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the Consultant and the Client;

6.4 For the purposes of this section 6, "Material" shall mean the materials, in whatever form, used by the Consultant to provide the Services and the learning material, images, videos or processes, in whatever form, produced by the Consultant pursuant to this Agreement.

7. Relationship of the Parties

7.1 Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship;

7.2 Consultant will not be entitled under this Agreement to any of the benefits that Client may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance;

7.3 No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes;

7.4 Consultant may perform the Services required by this Agreement at any place or location and at such times as Consultant shall determine;

7.5 Consultant agrees to provide all tools and instrumentalities, if any, required to perform the Services under this Agreement;

7.6 Consultant agrees that he/she is responsible for reporting his/her own income to the appropriate authorities;

7.7 Any additional relationship desired by either party must be outlined in a separate Agreement.

8. Ending this Agreement

8.1 Before terminating this Agreement, Consultant ensure Client, that all Services requirements are met, otherwise Client may refund enrollment, subscription or other fees back to customer;

8.4 Consultant and Client may terminate this Agreement upon notice in writing if the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other party;

8.5 Termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision herein which is expressly or by implication intended to come into or continue in force on or after such termination.

9. Confidential Information

9.1 Neither Consultant nor Client will disclose information of this Agreement to third parties;

9.2 Neither Consultant nor Client will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature.

10. Injunctive Relief for Breach

10.1 Consultant agrees that his obligations under this Agreement are of a unique character that gives them particular value;

10.2 Consultant's breach of any of such obligations will result in irreparable and continuing damage to Client, for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper.

11. Governing Law

11.1 This Agreement shall be governed in all respects by the laws of the Federal Republic of Germany and by the laws of the State of Bavaria;

11.2 Each of the parties irrevocably consents to the exclusive personal jurisdiction of the Federal Republic of Germany and state courts located in Bavaria, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Bavaria, such personal jurisdiction shall be nonexclusive.