

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. 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.

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1. Acceptance of the Terms

By using the information, tools, features and functionality located on Lingonas.com (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 Lingonas website) or you are a "Customer" (which means that you have registered with Lingonas). The term "you" or "User" refers to a Visitor or a Customer. The term "we" refers to Lingonas. 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

Lingonas 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, Lingonas 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

Lingonas 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. Certain services of this Site are available only to registered customers of Lingonas.

By electing to purchase a subscription or register for a trial of Lingonas, you agree to be bound by the terms and conditions set out below in section 10 in the Lingoda billing policy.

5. Use of the Service

Your right to access and use Lingonas.com 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 Lingonas for lawful purposes.

You are responsible for maintaining the secrecy of your Lingonas account (the "Account"), username and password. You agree to notify Lingonas of any unauthorized use of your Lingonas Account. In order for the Service to function effectively, you must also keep your registration

information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected.

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 Lingoda.com 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 Lingonas.com or other actions that Lingonas, in its sole discretion, may elect to take. Lingonas is not responsible for any loss resulting from your using any of Easy Language's services, software, materials, audio or video files, content, or communications.

6. Intellectual Property Rights

All materials of Lingonas, including content, text, images, software, audio and video files, documentation, Email English and the Site remain at all time the sole property of Lingonas 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 Lingonas.

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 Lingonas.com or any portion of Lingonas.com, without Lingonas' express written consent, which may be withheld in Lingonas' 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 Lingonas.com, 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 Lingonas.com 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 Lingonas.com or the Service. Please be aware that your carrier's normal rates and fees, such as text messaging fees, will apply when accessing Lingonas.com 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 Lingonas.com 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. Community forums, chats, message boards, and email conduct

Lingonas strives to create a global community of language learners. As such, Lingonas provides users with the ability to post messages, use chat rooms, and find learning resources, such as local language schools and job offers. You are solely responsible for the content of these messages as set out in this Agreement. In addition, by using these services, you agree to not publish, contribute or post any material that:

- Contains content that is not original or for which you have not received the prior express written consent of the originator of said material.
- Contains objectionable language or is in any way profane, pornographic, sexually explicit, slanderous or libelous.
- Attempts to contact a fellow user of Lingonas without explicit solicitation by that user.
- Violates any viable rules, laws or regulations, or infringes on any rights of any third party.
- Contains viruses or any other code designed to interrupt, destroy or incapacitate the functionality of any software, hardware or telecommunications.
- Is considered "spamming," such as chain letters, junk mail, or other solicitations.
- Attempts to impersonate another person or breach the security of Lingonas and its users.
- The opinions and messages posted by users at Lingonas do not reflect and are not representative of the views of Lingonas or its employees, affiliates, suppliers or partners. Lingonas is not responsible for the content of messages sent by users to other users they have located through.

10. Fees and payments

You will be required to register and create an account with Lingonas (the "Account") in order to access certain features of the Site and Services. Information gathered through the registration process and information related to your account will be subject to these Terms as well as to our "Privacy and Security Policy". You represent and warrant that you will not create an Account for anyone other than yourself without permission, that all information provided by you when creating an Account is true, accurate and complete, and that you will maintain, at all times, true, accurate and complete information related to your Account.

Certain materials and functionalities of the Site are available only through the purchase of an online language class package (the "Package"). Pursuant to this Agreement you are responsible for any charges associated with connecting to the Site. Lingonas reserves the right to change the Package fees in effect or institute new 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 terms:

Billing Policies

Lingonas 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.

Lingonas guarantees that every credit card transaction you make at Lingonas is 100% secure. If at any time you wish to check on the status of your subscription, please login and visit the "History" page in your Login area.

Your language course contains teacher-led classes. Group classes and private classes are delivered on a "class credit basis", giving you access to the stated amount of group classes and private classes that your language course offers. You can always find current prices of language courses posted in the checkout pages and occasionally in other pages of our website. The exact contents of your language courses are clearly set forth and accessible at all times in the logged-in section of the Site under "History".

All language course fees are non-recurring and refundable within 7 days after enrollment, and you have the right to cancel your language course by written (email) notice and receive your full money back.

If you do not wish to continue your language course, you have to deactivate your account in the "Settings" page in your login area or give us written (email) notice.

In addition to the classes included in your language course, you can purchase additional classes. These classes give you the right to take more teacher-led classes. Additional classes, whether group or private, those sessions are delivered on a "class credit basis".

Free trial

The free trial is available to all users that are interested in language course. Teacher have a right to not give free trial if he thinks so.

Credit card payments

After initial enrollment, if your credit card expires, is cancelled, is lost, or rendered invalid, your subscription is in danger of termination. You will be contacted and given the opportunity to

change your registration data. If your credit card is not successfully recharged and you are not renewed successfully, your subscription will be terminated.

11. Indemnification

You agree to indemnify, defend and hold harmless Lingonas 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.

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

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 Lingonas 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 Lingonas' other policies and practices, please contact us on the contact details laid out on Lingonas.com.

Lingonas.com and related services are, if not otherwise specifically mentioned, supplied by:

Lingonas .com

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