

Terms of Use

The following Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements, (collectively the "Terms of Use") refers to you ("Client", "You" and "Your"), the person accessing this website and accepting Fun with Foreign Language LLC ("Company", "Ourselves", "We", "Us") Terms of Use. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the access and use (including content, functionality, and services offered) of www.funwithforeignlanguage.com (the "Website") as a visitor, customer, or registered user.

These Terms of Use form part of the Agreement between the Client and ourselves. **Your accessing of this website and/or undertaking an Agreement indicates your understanding, agreement to and acceptance, of the Terms of Use contained herein.** Your statutory Consumer Rights are unaffected.

Confidentiality

We are committed to protecting your privacy. Authorized persons within the company on a need to know basis only use any information collected from individual customers. Client information is regarded as confidential and therefore will not be divulged to any third party, other than if legally required to do so to the appropriate authorities.

We will not sell, share, or rent your personal information to any third party.

Disclaimer of Warranties

The information on this website is provided on an "as is" basis. To the fullest extent permitted by law, this Company and staff of this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

Indemnification

You agree to indemnify the Company and its staff for all liabilities, costs, and judgments arising out of or relating to your violation of these Terms of Use or your use of the Website.

Prohibited Uses of the Website

Client will not:

- I. Use the Website in any way that could disable or damage another party's use of the site.
- II. Use any robot or other automatic device as a way to access the Website for any purpose.
- III. Use the contents of the site without written approval.

- IV. Introduce any types of viruses, trojan horses, worms, or other materials that are harmful to the Website.
- V. Attempt to disable or interfere with the servers where the Website is stored.
- VI. Do anything that affects the proper working of the Website.

Links to this website

You may create a link to www.funwithforeignlanguage.com provided it does not damage our credibility, brand, or does not reflect a conflict of interest. We must be notified of your intent to link to our Website. Non-adherence to this policy may result in legal action.

Links from this website

We do not monitor or review the content of other party's websites which are linked to from this Website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.

This Company's logo and the Company's name "Fun with Foreign Language...where learning a language is fun" are registered trademarks of this Company in the United States. The brand names and specific services of this Company featured on this web site are trademarked.

Communication

Fun with Foreign Language, LLC is registered in the state of Maryland. Contact us at 443-616-7343 or at info@funwithforeignlanguage.com for questions or concerns regarding our website.

Acts of God

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the Terms of Use of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the

obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General

The laws of the state of Maryland in the United States govern these Terms of Use. By accessing this website and/or using our services you consent to these Terms of Use and to the exclusive jurisdiction of the federal courts of the United States or the courts of the state of Maryland in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms of Use and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms of Use or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms of Use shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

Notification of Changes

The Company reserves the right to change the Terms of Use from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. You are therefore advised to re-read this statement on a regular basis.