

## Terms and Conditions

### 1. General

These conditions apply to all bookings, sales, and agreements between milengua (we, us, our) and the customer (you) whereby milengua will apply these conditions unless otherwise agreed in writing. Customers who do not accept these terms of use are not authorised to use or continue using this website and our online services. We may change these terms of use at any time without notice; any modified version will be effective as soon as it is displayed on this website.

If you have any comments or questions concerning these terms of use, please contact us by emailing our customer service: [info@milengua.com](mailto:info@milengua.com).

#### Contact Information

milengua, Apartado de Correos 206, 46780 Oliva, Valencia, Spain

E-Mail: [info@milengua.com](mailto:info@milengua.com)

Web: [www.milengua.com](http://www.milengua.com)

### 2. Privacy Policy

milengua finds it very important to ensure that all its customers' personal information is treated with the utmost care and security and in accordance with the EU Data Protection Directive. Therefore, we are committed to maintaining the highest standards of personal data protection and will not collect information about customers without their consent.

Please read milengua's privacy policy carefully to understand what information we may collect from you, how we may use it, and your rights in respect of our use.

### 3. Copyright

Unless otherwise stated, we are the owner, or the licensee of all intellectual property rights and the material published on our site. Those works are protected by trademark and copyright laws. All such rights are reserved. The trademarks depicted on our site are owned by us or our clients.

All materials on this website, including but not limited to images, artwork, text, audio clips, and video clips, are, unless otherwise stated, owned, and controlled by us and may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. Modification of the materials or their unauthorized use for any purpose is a violation of our legal rights.

### 4. Acceptable Use

You may only use our site for lawful purposes. You may not use our site:

## *Terms and Conditions*

- In any way that breaches any applicable local, national, or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- Not to reproduce, duplicate, or copy any part of our site without our express permission.

## **5. Product and Services**

milengua is a network of self-employed language tutors connected by an online platform where customers can purchase language courses and related products, 24 hours a day, 7 days a week. All communication between milengua and the customer will be electronic; through e-mail, google docs or notices posted on milengua's website. A potential customer can contact milengua

- by our „free demo lesson“ form on our website to express interest in a free meeting with one of our tutors
- by sending an e-mail to [info@milengua.com](mailto:info@milengua.com)

Customers will not make any separate arrangements with milengua's tutors. milengua may provide contact details of their tutors to customers with the sole purpose of facilitating communication during lessons. Customers will not use this information for any other purposes and will not share this information with third parties.

You become a milengua customer by buying a course package in our online shop (including agreement with the Terms and Conditions described herein) or by accepting the conditions of a customized commission for translation or consulting services, stated in written form by e-mail.

milengua's services are reserved to (legal) persons who are legally competent to enter into agreements. milengua's services are non-transferable and not open to minors under the age of 18, without explicit prior consent of their parent or guardian.

A customer must provide true, accurate, current, and complete information and will maintain and promptly update this information, if any changes occur. If the customer provides, or if milengua suspects that the customer has provided false, inaccurate, outdated, or incomplete information, milengua may suspend or terminate the relationship to and service for the customer and refuse current and future use of the milengua products and services.

Customers will not reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the milengua website, use of the milengua website or access to the

## *Terms and Conditions*

milengua website without milengua's prior consent. milengua may terminate or suspend a customer's access to all or part of the website, without notice, for any conduct that milengua, at its sole discretion, believes is in violation of any applicable law or is harmful to the interests of another user, a third party or milengua.

Despite any other established legal rights, milengua is entitled, at its own choice, in case of 'force majeure', to cancel an order, or cancel a service agreement without legal intervention, by informing the customer in writing. The customer is not entitled to any damages, unless, given the circumstances, such cancellation would be unacceptable according to measures of reason and fairness.

### **6. Prices, Payment, and Delivery**

All prices indicated on milengua's website are in Euros and are subject to Spanish value-added tax (milengua lessons are exempt from tax under Article 20.Uno.9, Law 37/ 1992 (VAT Act).

Customers may make payments electronically to milengua in many ways. The various payment methods are indicated on the milengua website.

Services of an order will take place once we have received payment for the service or order. As our online shop provides services by communication, consultation and electronic documents, no shipping costs or delivery time needs to be considered in buying process. In case of buying a course package of more than one single lesson/credit, the customer agrees to the following:

- The customer can meet milengua's tutors in a free online demo lesson of 30 minutes, to understand how milengua's online lessons work, to experience an example of a lesson and to discuss with the tutor all administrative questions as course material, lesson time, homework, customer's needs and aims etc.
- You can meet every tutor of milengua network once for a free online demo lesson.
- You will agree with the tutor to technical details of online meetings and to lesson time for every single lesson.
- Every lesson must be booked via our booking website at least 12 hours before the lesson starts.
- For cancellation or postponement of a lesson, milengua's tutors will offer an alternative lesson time without any extra fees or charging the lesson, if they have been informed via rescheduling/cancellation process from our booking website or in written form via e-mail at least 12 hours before the lesson starts.
- For any other cancellation or postponement request, we will charge the lesson as a completed lesson.
- milengua customers can purchase the service of a personal online tutor in packages as indicated on the website.

## *Terms and Conditions*

- All milengua course packages expire after defined expiration date. The expiry date of a course package is indicated on the order receipt of purchase. After the expiry date, the package will be treated as completed. You can avoid this expiration by personal and binding agreements with your online tutor or the milengua service team to extend the package for a specific time.

### **7. Money Back Guarantee**

If a customer has paid for services but decides not to use them, they have the right to cancel within 14 days and must inform milengua in writing via e-mail. The customer must also follow all return conditions and instructions provided by milengua.

If a customer cancels services, they can receive a refund minus a 12% administration fee. The refund policy only applies if the services have not been used or altered and the customer follows all return instructions accurately.

It is important for customers to carefully review the return policy and instructions provided by milengua before making a purchase or requesting a refund. If there are any questions or concerns, customers can contact milengua for further clarification or assistance.

### **8. Queries or Complaints**

In the case of queries or complaints concerning any of our services, tutors, products, or procedures, please contact us by e-mail ([info@milengua.com](mailto:info@milengua.com)). You will receive a reply within three working days.

### **9. Liability and Cancellations of Course Packages**

milengua is not liable for any damage, in any form whatsoever, resulting from the milengua website. Nor is it liable for any decisions the customer may make, based on information from the milengua website.

If milengua is unable to supply any goods or services that have been paid for, milengua will provide a full refund within 28 days of cancellation. A cancellation may be made due to illness, accident, or another reason, such as natural disaster. Every effort will be made to meet the order and find replacement tutors, when necessary, but if it becomes necessary to cancel, milengua's liability is limited to refunding the services that have not been delivered on a pro rata basis.

This website has been prepared with the aim of providing information about our products and services. Owing to the nature of the Internet, we cannot guarantee that this website or the websites to which it is linked will always be available to all users. You should always ensure that you have appropriate protection against viruses and other security arrangements in place when using the Internet.

Every reasonable effort has been made to ensure that the information on this website is accurate at the time of publication. However, it is subject to variation at any time without notice, and we do not give any warranty that any such information will be accurate or complete at any particular time.

## *Terms and Conditions*

This website and any information or other material contained on it are made available strictly on the basis that you, the user, accept it on an "as is" and "as available" basis. Where you rely on any information or other material contained on the website, you do so entirely at your own risk and you accept that all warranties, conditions, and undertakings, express or implied, whether by common law, statute, trade usage, course of dealings or otherwise in respect of this website are excluded to the fullest extent permitted by law.

We specifically exclude any liability whatsoever, to the fullest extent permitted by law, in respect of any loss or damage resulting or arising from any nonavailability or use of this website, or of any other website linked to it, or from reliance on the contents of this website or any material or content accessed through it.

### **10. Links**

Our website may contain links to and from websites operated by individuals and companies over which we have no control. If you follow a link to any of these websites, please note that these websites have their own privacy and terms of use policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

### **11. Applicable Law and Jurisdiction**

All website users are required to be aware of, and to agree with, all the above General Terms and Conditions. All rights, obligations, specials, orders, and agreements that fall under these General Terms and Conditions, and under this condition, are applicable under Spanish Law and Jurisdiction, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

In the case of translation or explanation of the contents of milengua's website, the English version of the text on the website and these General Terms and Conditions will remain determinate. milengua reserves the right to make changes to these General Terms and Conditions at any time. The customer will be subject to the General Terms and Conditions in force at the time when the customer uses the website. If any of the terms is deemed invalid, void or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining conditions.