

Terms of Use

Hi! Thank you for your interest in Santa Monica Language Academy, the service to help kids, teens and adults learn languages operated by Santa Monica Language Academy ("we" or the "Company").

The Company permits access to its website <http://www.santamonicalanguage.com> (the "Website") free of charge to provide information about products, services and learning languages. By accessing any area of the Website, you agree to be legally bound by these Terms of Use (this "Agreement"), whether or not you complete the registration form (the "Registration").

The Company also offers other products and services (collectively the "Service"). If you wish to partake in or make use of the Service, or obtain the Service for a trade, business, professional or fraternal organization ("Corporation") or for someone under eighteen in your care ("Minor"), please read these Terms of Use and indicate your acceptance of them by following the instructions on the Registration.

This Agreement sets out the legally binding terms of use of the Website and the Service and may be modified by the Company from time to time, such modifications to be effective upon "Notice" (sending notice to you at the mail address or email address you provide in the Registration, or such other mail address or email address as you may later provide to us), and upon posting by the Company on the Website. You may also receive a copy of this Agreement, the Company's Privacy Policy and/or the Registration at our Website or by sending a request to 1428 2nd Street, Suite 300, Santa Monica, CA, 90401.

1. Eligibility. You must be eighteen or over to obtain the Service for yourself, Corporation and/or Minor (collectively "Users"). By signing the Registration, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

2. Term. This Agreement will remain in full force and effect while you, Corporation and/or Minor uses the Service (even if Minor turns eighteen during this time). You may terminate the Service at any time, for any reason upon receipt by the Company of your written or email notice of termination. The Company may terminate the Service for any reason upon issuing Notice to you. Even after the Service is terminated, this Agreement will remain in effect. Even after this Agreement is terminated, certain provisions will remain in effect, including sections 6-14 of this Agreement.

3. Refunds and Make-ups. All product purchases are final. No refunds will be issued.

One-time \$35 registration fee applies to all new students. One registration fee per household. Registration fees are NON-REFUNDABLE.

Tuition refund: 100% refund if cancellation is requested 1 week before the session starts; 50% refund if cancellation is requested 24 hours prior to the first scheduled class. Once classes start there are NO REFUNDS nor CREDITS available.

Group classes cannot be rescheduled.

If you or Minor (if any) are sick or unable to attend a class session, upon request and subject to session availability you or Minor (if any) can attend another class session within the same term as a make-up. If you cannot attend another class session or there is no any alternative class available, you can schedule a private make-up session (\$35 per hour).

WE RESERVE THE RIGHT TO CANCEL A SESSION OR A CLASS AT ANY TIME. Classes are subject to cancellation if enrollment is below 2 students. If we cancel a class during the session, we will schedule a make-up or provide a substitute teacher.

PRIVATE CLASSES CANCELLATION: Classes may be rescheduled or refunded upon notice at least twenty-four hours prior to the scheduled session (otherwise the normal fee is still charged). We may make exceptions due to family tragedies and other circumstances at our discretion.

Signature: _____

4. Education. You represent that your purpose (and Minor's, if any) for using the Website and/or the Service is avocational or recreational in nature, or if obtained by or through Corporation, that the Service will be offered solely for that organization's membership.

5. Copyright Policy. You, Corporation (if any) and Minor (if any) (collectively "Users") may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.

6. Law and regulations. Users must use the Website and/or the Service in a manner consistent with any and all applicable laws and regulations.

7. Privacy. Use of the Website and/or the Service is also governed by our Privacy Policy.

8. Disclaimers. The Company is not responsible for the conduct of any User. Under no circumstances will the Company be responsible for any loss or damage, including personal injury or death, resulting from any partaking in or use of the Website and/or the Service or any interactions between Users. The Company may permit independent contractors to offer products or services to Users. The Company does not in any way make any representations or warranties concerning, or guarantee the quality or reliability of, these products or services. The Website and/or the Service are provided "AS-IS" and the Company expressly disclaims any warranty of fitness for a particular purpose or non-infringement. The Company cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

9. Limitation on Liability. Except in jurisdictions where such provisions are restricted, in no event will the Company be liable to any User or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from partaking in or use of the Website and/or the Service, even if the Company has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, the Company's liability to any User for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by such User to the Company for the Website and/or the Service.

10. Safety and Waiver Release. The safety of you and those in your care is important to us. The Company has general liability insurance for its operations and disability insurance for its employees; however, please note that the Company does not carry medical insurance for injuries sustained by Users during use of the Service. Therefore, you should review your own health insurance policy or policies for coverage. You understand that the Company does not accept responsibility for, and you agree to assume the full risk of, any injuries, damages or losses you and/or Minor (if any) may sustain as a result of using the Service. On behalf of yourself, your spouse (if any) and Minor (if any), you hereby waive, relinquish, fully release and discharge, and further agree to indemnify, hold harmless and defend the Company, its owners, subsidiaries, affiliates, officers, agents, and other partners and employees against any and all rights, claims, causes of action and liabilities of any sort that you, your spouse (if any) or Minor (if any) may have now or in the future, including but not limited to, any claims for personal injuries, medical expenses, property damage, or losses sustained by you, your spouse (if any) or Minor (if any) arising out of, connected with, or in any way associated with the Service.

11. Permission to Secure Treatment. You authorize, for emergency purposes only, any designated employee of the Company to consent to any necessary examination, anesthetic, medical diagnosis, surgery, or treatment, and/or hospital care to be rendered to you or to Minor (if any), and agree that you will be responsible for payment of any and all medical services required.

12. Use of Photographic Images. Users agree that any photography or video taken while participating in a Company class, event or facility may be used by the Company for promotional purposes.

13. Disputes. If there is any dispute about or involving the Website and/or the Service, you agree that the dispute will be governed by the laws of the State of California without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the State of California, City of Los Angeles.

14. Indemnity. You agree to indemnify and hold the Company, its owners, subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use (and Corporation's use, if any, and Minor's use, if any) of the Website and/or the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

15. Other. This Agreement, accepted upon use of the Website and/or by completing the Registration, contains the entire agreement between you and the Company regarding the use of the Website and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

Please contact us with any questions regarding this agreement.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

Signature