

TERMS OF USE

1. Introduction

This website <http://www.frenchtoyou.com> is owned and operated by the society FrenchtoYou, SIRET 525 290 961 00016, with registered office at 12 rue Louis Blériot – 25220 THISE. Tel : 03.63.18.62.01 – mail : contact@frenchtoyou.com

Article 1.1.

These terms and conditions ("Terms of Use") together with our "[Privacy Policy](#)" comprise a contract ("this Agreement") between you and us governing your use of this website and the services which we supply via this website (together described as "the Service"). By clicking acceptance as part of registration as a "Member" you agree to be bound by this Agreement. You are also bound if you use the Service without registering. Please read this Agreement carefully and ensure that you understand it before you register for or use the Service

2. Changes to this agreement

Article 2.1.

We may change this Agreement from time to time. We will notify you via a suitable announcement on the Service and if you are a member by email. The changes will take effect immediately in the case of minor changes (e.g. to our contact details) or two weeks (or any longer period we specify) in the case of other changes. If you do not accept the changes you must notify us before the effective date of the changes and stop using the site and Services as of that effective date. Otherwise you will be bound.

3. Registration and use of our Service

Article 3.1.

You must supply us with correct information on registration and promptly notify us with any changes including changes in email address. We will send notices under this Agreement by email to the most recent email address which you have supplied to us.

Article 3.2.

You must not post, transmit, upload or store any content (including without limit all information, software, data, text, photographs, graphics, sound and video) on, via or in connection with our website or services which involves or includes or relates to:

- a) advertising or purchase or sale of any goods or services or any other commercial purpose;
- b) conduct that is unlawful (including breach of any applicable laws, statutes, regulations, standards or codes of conduct whether or not compulsory), harmful, threatening, a nuisance, abusive, harassing, stalking, tortuous, defamatory, vulgar, obscene, indecent, invasive of another's privacy, hateful, inflammatory, racially, ethnically or otherwise objectionable;
- c) the infringement of third party intellectual property or other rights;
- d) viruses or anything else designed to damage, destroy or limit the functionality of any software or hardware;
- e) junk mail, spam, chain letters, pyramid schemes or any similar or fraudulent schemes or any inappropriate form of solicitation; or collection of the responses to any such schemes or solicitation;
- f) disguising the origin or authorship of any content;
- g) the provision of false or misleading information;
- h) denial of service attacks;
- i) attempting to or gaining unauthorized access to, or interfering with or damaging, our or any third party's computer or content;
- j) unauthorized monitoring or interception of content;

k) potential or actual interference with or disruption to our computers or services including excessive use of our server resources;

l) damage to our commercial reputation; or

m) breach of generally accepted norms of the Internet community.

Article 3.3.

You may use our website and services only for the genuine and bona fide purpose of improving your language skills.

Article 3.4.

You must comply with our reasonable instructions concerning use of the Service.

Article 3.5.

We may in our discretion change or remove any feature of the Service.

Article 3.6.

We may at any time terminate your registration or use of our Service on 7 days notice without cause. This is without prejudice to our right to terminate for cause - see paragraph 11 ("Misuse of our Service") below,

4. Email notices

Article 4.1.

By becoming a Customer, you further agree that we may send you Email Notices about your lessons as often as reasonably required based on the frequency of lessons you schedule. If you are a Customer we do not provide an option to unsubscribe from Email Notices relating to your lessons because it would be difficult to provide you a proper teaching Service if you did.

5. Security

Article 5.1.

The password you choose on registration is personal to you at your given email address and is not transferable. You are responsible for keeping it secure and for any use of the Service including any activities by anyone using your email address and password.

Article 5.2.

You should protect against unauthorised access to your computer and ensure that you sign off when you finish using a shared computer.

Article 5.3.

You must notify us immediately of any apparent breach of security such as loss, theft, or unauthorised disclosure or use of your password and in such cases you should immediately amend your password using the Service (in your personal area).

6. Support

Article 6.1.

The Service includes support to Customers. We will use reasonable endeavours to meet any specified response times and to rectify specified faults or problems but do not guarantee that response times or rectification will be achieved

7. Third party goods, services or websites

Article 7.1.

We may link to or facilitate third party goods, services or websites which may be of interest to you such as language tutorials or courses, books, CDs or DVD. These are supplied by the supplier concerned and not by us. We are not a party to any such supply contracts nor do we recommend or endorse nor are we responsible for those goods, services or websites. You must satisfy yourself that they are suitable for your requirements.

8. Functioning of the Service

Article 8.1.

You will need reliable Internet access. The lessons require broadband access to achieve a reasonable quality of service.

Article 8.2.

We do not guarantee that the Service will operate either fully or in part on any specific computer equipment or with any specific software or that it is free from viruses or anything else which may have a harmful effect on any technology.

Article 8.3.

We do not guarantee that our Service will be uninterrupted or error-free. We will use our reasonable endeavours to rectify faults as soon as possible if they do occur.

Article 8.4.

We reserve the right to suspend our Service without notice for repair, maintenance or other technical reasons.

9. Accuracy and reliability of content posted by us

Article 9.1.

Where we post content on the Service, we use reasonable efforts to ensure that it is accurate and reliable but make no promise to this effect. You use or rely on it at your own risk.

10. Inappropriate behaviour by others

Article 10.1.

We do not screen or monitor content posted or communications made by Members or others on or via the Service. We are not responsible for such content or communications nor for any activities of Members or others whether as part of or independently of the Service.

Article 10.2.

It is important that you notify us by email or via the contact section of the Service immediately if you become aware of anything in connection with the Service which appears to breach this Agreement or which otherwise appears inappropriate. .

11. Misuse of our Service and our rights concerning content

Article 11.1.

If we have reason to believe that you have or may have breached this Agreement (such as a claim that you have infringed third party rights) or if we are required by law or appropriate authority, we may without giving notice :

- suspend or terminate your registration for or use of the Service or any part (which may involve loss of or inability to access any content stored on the Service); and /or
- access, remove, alter, store or disclose any content you have posted or used in connection with the Service.

Article 11.2.

If we have given notice of any of the above, you must not attempt to re-register for or use the Service or re-post or re-use the relevant content as the case may be.

Article 11.3.

We do not delete sent and received messages after any specific period, neither work documents placed in your personal area. However we may need to do so at some point for technical purposes. We will use reasonable endeavours to tell you before deleting but to be safe we recommend that you print out any important messages that you would not wish to lose.

12. Intellectual property rights

Article 12.1.

As between you and ourselves, we own all copyright and other intellectual property in the content of the Service including without limit all information, software, data, text, photographs, graphics, sound and video except where marked as belonging to third parties. You may retrieve and display the content for your personal and non-commercial use only and only for the purpose of improving your language skills. You may not otherwise retrieve, display, modify, copy, print, sell, download, hire or reverse engineer such content without our prior written consent.

Article 12.2.

You may link to the Service but you may not include the Service in part or in whole within another external website without our prior written consent.

Article 12.3.

If you post any content on the Service, you grant us a worldwide, perpetual, non-exclusive, royalty-free licence to copy, alter, display, sub licence and create derivative works from that content. You waive your moral rights to be identified as the author of the material or to object to derogatory treatment.

13. Personal Data

Article 13.1.

Personal information collected from you is subject to our [Privacy Policy](#) which forms part of this Agreement.

14. Limitation of liability

Article 14.1.

The Service is provided by us in good faith but we do not make any representations or warranties of any kind, express or implied, in relation to all or any part of the Service or the content included on it or any websites to which the site is linked, and all warranties and representations are hereby excluded to the extent permitted by law.

Article 14.2.

There is no guarantee that the Service will be free of infection by viruses or anything else that may be harmful or destructive. It is your responsibility to implement sufficient safeguards and procedures to ensure that any content that you obtain through the Service is free from such contaminations or other harmful components.

Article 14.3.

In no event (including our own negligence) will we be liable for any:

- economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings) ;
- loss of goodwill or reputation ;
- special, indirect or consequential losses; or
- damage to or loss of data (even if we have been advised of the possibility of such losses).

15. Indemnity

Article 15.1.

You will indemnify us (including our employees, subcontractors and affiliated companies) against all claims and liabilities directly or indirectly related to your breach of this Agreement.

16. Force majeure

Article 16.1.

We are not liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond our reasonable control.

17. General

Article 17.1.

This Agreement constitutes the entire agreement between you and us in connection with the Service. We may assign all or part of our rights or duties under this Agreement; you may not do so without our prior written consent. Any failure by us to exercise or enforce any right or provision of this Agreement does not constitute a waiver of it. If any part of this Agreement is deemed void or ineffective for any reason, the remainder shall continue in full force. A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement save in relation to paragraphs 14 ("Limitation of liability") and 15 ("Indemnity"). You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or use of the Service.

18. Law and jurisdiction

Article 18.1.

This contract shall be governed by French law and any disputes will be decided only by the French courts.

Last update : 30^h September 2010