

## TERMS AND CONDITIONS

These terms and conditions ('Terms') apply to spectrumspanish.com (the 'Service'). The Service is provided by Spectrum Spanish Calle doña urraca 20, 28011 Madrid.

If you use the Service, then you agree to be bound by the Terms below. If you do not accept these Terms, please do not use our Service.

## DEFINITIONS

The following definitions and rules of interpretation apply in this agreement.

Agreement means the agreement between you and us incorporating these Terms for the provision of the Service;

Intellectual Property Rights means all patents, database rights, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered), and other similar rights wherever existing in the world, together with the right to apply for protection of the same;

Liability means the liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities arising from use of the Service;

Service means the service provided by us to you. Some of the services on the Website are free to access and others are only available on a paid-for basis ('Subscription Service').

Website means our Website at URL spectrumspanish.com

You or your means the person or representative of an institution who uses the Service.

Subscription Plan means a paid-for subscription plan allowing you access to paid-for services.

## PART A: GENERAL TERMS

### Provisions of the Agreement

Access to the Website is partially free.

Registered users may download and make photocopies of files indicated on the Website as being available for this purpose for personal use or for pedagogical purposes for classroom.

Any user can access vocabulary games via Quizlet games embedded on our website

You must not (whether directly or indirectly) syndicate, sell or offer to sell any part of the Website or any content, files or data from the Website, whether publically available or not.

You should be aware that content and applications may be removed from the Website with or without notice at any time and reliance on their continued availability is at your own risk.

Some of our content is made available as part of a paid-for Subscription service. You are not permitted to deliberately attempt to access that content without paying the applicable subscription fee.

Spanish law governs this Agreement and the parties submit to the non-exclusive jurisdiction of the Spanish courts.

### Registration

Only one registration per person is allowed. You must keep your registration information up to date.

You must choose a personal email address which gives you frequent access to emails sent to that address, as we may need to be able to contact you. You must keep your password confidential. You warrant that you are authorized to supply this email address to us and that we can send emails to you at this address.

You must not:

impersonate or try to impersonate another person;

disclose your password to anyone else;

allow anyone else use to your account;

use anyone else's account.

You are responsible for everything done using your account, even if someone else is using your registration details without your knowledge. If you think that someone else may have access to, or be using, your password or account, you must tell us as soon as possible.

## Newsletters

By registering, you are giving us consent to use your email for the purpose of sending you regular updates via email. These updates will contain links to newly-published content on the Website.

You may at any time unsubscribe from our mailing list by clicking the unsubscribe link in the footer of every email that we send to you.

## Privacy Policy

We will use your personal information in accordance with our Privacy Policy.

## Intellectual Property Rights

This Website and its content are protected by copyright, database rights, trademarks and other Intellectual Property Rights. All Intellectual Property rights in the Service, the Website and its content is owned by us and no right to use or licence of any of those Intellectual Property Rights is granted except as explicitly set out in these Terms.

## Our Liability

The information contained on the Website is for information purposes only and does not constitute advice. You should check any information on the Website and use your own judgment before doing or not doing anything on the basis of what you see. We make no representations or warranties with respect to the Website or its contents. All warranties, including without limitation the implied warranties of satisfactory quality and fitness for purpose relating to the Website and/or its content and/or any website to which it is linked are excluded to the fullest extent permitted by law. No representations or warranties are given as to the accuracy or completeness of the information provided on the Website, or any website to which it is linked.

Except for liability for fraudulent misrepresentation or deliberate breach of these Terms by us, we are not liable for:

any action you may take as a result of relying on any information provided on the Website or for any loss or damage suffered by you as a result of you taking this action;

any dealings you have with third parties (e.g. other users, advertisers or promoters) that take place using or facilitated by the Website;

any liability for losses which are not a foreseeable or likely consequence of (a) your use of the Website, or (b) a breach of these Terms;

any business loss connected with your trade, business or profession.

We are not responsible if you cannot access the Website properly or at all or if some of its features are unavailable to you because of any event outside our control, for example (without limitation) the performance of your or our ISP, your browser or the internet or limitations in the capability of your accessing device.

We have no liability to you for any loss or inconvenience suffered from the unavailability or withdrawal of content and/or applications from the Website. We may withdraw content and/or applications from the Website at any time at our discretion, with or without notice to users.

## Maintenance of the Website

Making your use of the Website enjoyable means we need to fix bugs, install updates and do general diagnosis and maintenance of the Website, which may make the Website less accessible or available for your use during those times.

We also need to be able to do emergency maintenance and/or suspend access to the servers where, in our reasonable discretion, we see the need to do that. We will try to have the Website available again as soon as we think it is safe to do so.

## Termination

This Agreement will terminate if you or we are in material breach of any of its terms and if the breach is not remedied within the period of twenty working days after written notice of it has been given to the party in breach. If we are in material breach as a result of circumstances within our control, you will be entitled to pro-rata return of the applicable charges.

On termination of this agreement for any reason:

(a) all licences granted under this agreement shall immediately terminate;

(b) subject to the exceptions in this sub-clause, you will take reasonable steps to delete our content from your electronic media, including your intranet and electronic storage devices so that you no longer have an electronically functional copy of the content. However, you are not required to delete from your electronic media any part of the content that before termination has been substantially amended by you. You are not required to delete or destroy printouts containing our content that were made prior to termination, or copies of such printouts;

(c) we may destroy or otherwise dispose of any of the subscriber data in our possession; and

(d) termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

## PART B: SUBSCRIPTION SERVICE

### Individual Subscription Plans for Teachers

In addition to the conditions contained in Part A of the Agreement, the Terms below apply to: Individual Plan

By submitting your order, you are agreeing that we may process your subscription and begin the Service. Once we have done so, you will not be able to cancel the order and receive a refund of the fee paid.

The Subscription Plan is valid for a period of 12 months.

Once your order has been processed, you are granted unlimited access to the entire teaching content available on the Website, including pdf worksheets, audio files and video files. You may download and make photocopies of files indicated on the Website as being available for this purpose for personal use or for pedagogical purposes with a class.

The Subscription Plan is solely for use by you in your classroom and may not be used throughout a school or institution.

We reserve the right to monitor usage of the Subscription Service using your personal login details and/or website analytics. In the event that unauthorized users are accessing the Subscription Service using your personal details then we reserve the right to charge you an amount equal to the charges which would have been payable had each unauthorized user subscribed for the Subscription Services themselves.

Illegal and/or unauthorized use of the Service or Website will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress.

### Subscription Plans Schools & Institutions

In addition to the conditions contained in Part A of the Agreement, the Terms below apply to: Schools & Institutions Plan.

By submitting your order, you are agreeing that we may process your subscription and begin the Service. Once we have done so, you will not be able to cancel the order and receive a refund of the fee paid.

The Subscription Plan is valid for a period of 12 months.

Once your order has been processed, you are granted unlimited access to the entire teaching content available on the Website, including pdf worksheets, audio files and video files. You may download and make photocopies of files indicated on the Website as being available for this purpose for personal use or for pedagogical purposes with a class.

The Subscription Plan is for use by the agreed number of individuals allowed within the plan for the period of validity of the Plan. You must provide an accurate email address for each User that you register in your profile area and specify the usage rights of each user.

We reserve the right to monitor usage of the Subscription Service using your personal login details and/or website analytics. In the event that unauthorized users are accessing the Subscription Service using your personal details then we reserve the right to charge you an amount equal to the charges which would have been payable had each unauthorized user subscribed for the Subscription Services themselves.

Illegal and/or unauthorized use of the Service or Website will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress.

## Payment and renewals

Payment for Subscription Plans are made via credit card or debit card. All payments will be processed through the stripe Inc. service. This service is governed by separate terms, available to view on the [www.stripe.com](http://www.stripe.com) website.

Subscription Plans paid for are subject to automatic re-billing and will automatically renew at the end of the plan's billing cycle. Users may cancel the recurring payment at any time up to 3 working days prior to the date the payment is scheduled to take place, in their account tab.

All amounts and fees stated or referred to in this Agreement shall be payable in Euros regardless of the user's location. Prices for Subscription Plans are inclusive of any applicable VAT.

No payment or refund will be given to you for any downtime in respect of the Service or for your inability to access the Service due to technical problems beyond our control.

The prices for Subscription Plans are displayed on the Website. The subscription prices may be changed from time to time and will be effective from the date of posting on the Website.

As we are offering non-tangible digital goods, we do not issue refunds after the purchase has been made. Once an order is placed, no refunds will be offered.

## Guarantee

The Subscription Service is provided in its current form and we do not guarantee that the Service, or any element of the Service, will meet your particular requirements, purpose and/or expectations. We do not guarantee that any of the information and/or material provided in the Service is accurate or up-to-date.

We do not provide any warranty in respect of the Service, results, availability, and/or uninterrupted use of the Service due to any problem or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or traffic congestion on the internet or the Website.