

## IRELAND'S EYE LANGUAGE ACADEMY TERMS AND CONDITIONS ONLINE EDUCATIONAL PLATFORM

### Summary Terms & Conditions:

- All course fees must be paid in advance of attendance of class
- 1 lesson is 45 mins in duration (55 minutes teaching time + 5 minutes post class roundup)
- Courses cannot be cancelled once booked, only postponed to a later week
- Customers must choose a fixed schedule that cannot be modified once course has started
- Languages available are Irish, English, French, Spanish, & German upon request. Other subjects may be added to the programme subject to sufficient demand.
- Cyberteachers licences are valid for 6 months
- Minimum age for Student Groups is 12 years at start date of course
- Lessons are delivered via ZOOM, download is recommended and access to camera and audio facilities is required
- For English language courses the introductory offer '*free class*' will determine your level for placement in a the most appropriate class
- Private lessons must be rescheduled/cancelled by email, 24 hours in advance of scheduled class and will incur no loss of fee - less than 24 hour notice will result loss of class fee.
- Teacher assisted self-study forum is available in English, French, Spanish and German

**By booking a course with IELA Educational Hub you agree, without qualification, to be bound by the full Terms & Conditions of use set out below:**

### • User Rights

IELA Online Educational Hub offers you a non-transferable, non-exclusive, limited right to access, use and display the content of this Site. The materials of this Site are provided to you only for your private, non-commercial use. Certain services of this site are available only to registered customers of IELA.

By electing to register for a trial class with IELA educational hub , you agree to be bound by the terms and conditions.

### • Service Provision

From time to time and without prior notice to you, IELA may change, expand and improve the Services. We may also, at any time, cease to continue operating part or all of the Services or selectively disable certain aspects of the Services or portions of the Platform. Any modification or elimination of the Services will be done in our sole and absolute discretion and without an ongoing obligation or liability to you, and your use of the Services do not entitle you to the continued provision or availability of the Services.

Your access to an IELA class/workshop may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of IELA site. IELA is not responsible for any loss resulting from your using any of its services, software, materials, audio or video files, content, or communications.

#### • Intellectual Property Rights

All materials of IELA including content, text, images, software, audio and video files, documentation, Email English and the Platform remain at all times the sole property of IELA or its teachers/suppliers. Such aforementioned materials are protected under international copyright, trademark and other intellectual property laws. You may not post, distribute, sublicense, translate or reproduce in any way any copyrighted materials, trademarks or other proprietary information without the prior express written consent of IELA.

#### • Access and Interference

**You agree that you will not:**

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor or any portion of IELA without express written consent, which may be withheld in IELA sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search IELA Ltd. other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of IELA or the Service;
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of IELA or the Service. Please be aware that your carrier's normal rates and fees, such as text messaging fees, will apply when accessing IELA with your portable devices.

#### • Privacy and Security Policy

Your use of our online platform and any personal information or other information about you collected by IELA through, or in connection with, the platform (other than User Generated Content) is subject to our Privacy and Security Policy.

As indicated in the Terms, our Platform is not available to children under the age of 12. All bookings must be made by child's parent or legal guardian.

For questions about our online privacy and security policy for children please refer to the **Privacy and Security Policy**.

## • Learning Management System Communication Conduct

IELA strives to create a national & global community of language learners. As such, IELA provides users with structured classes with qualified teachers, supervised use of breakout rooms, and find learning resources. In addition, by using these services, you agree to not publish, contribute or post any material that:

- Contains content that is not original or for which you have not received the prior express written consent of the originator of said material.
- Contains objectionable language or is in any way profane, pornographic, sexually explicit, slanderous or libellous.
- Attempts to contact a fellow user of IELA without explicit solicitation by that user.
- Violates any viable rules, laws or regulations, or infringes on any rights of any third party.
- Contains viruses or any other code designed to interrupt, destroy or incapacitate the functionality of any software, hardware or telecommunications.
- Is considered “spamming”, such as chain letters, junk mail, or other solicitations.

## • Fees and payments

You will be required to complete a registration form to make a booking. Information gathered through the registration process and information related to your account will be subject to these Terms as well as to our “**Privacy and Security Policy**”. You must provide accurate and complete information related to your booking.

Certain materials and functionalities of the Platform are available only through the purchase of an online language class package (the “Package”). Pursuant to this Agreement you are responsible for any charges associated with connecting to the Site. IELA reserves the right to change the Package fees in effect or institute new fees at any time, upon reasonable notice posted on the site and emailed to current customers.

**By purchasing a Package you agree to be bound to the following terms:**

## • Billing Policies

IELA fees are exclusive of any applicable VAT or taxes, interest or instalment fees which maybe charged by the bank, or other fees associated with connecting to your Internet provider.

IELA guarantees that every bank transaction you make to IELA is 100% secure. If at any time you wish to check on the status of your subscription, please contact us by email to [info@ielaireland.com](mailto:info@ielaireland.com)

Your language course contains teacher-led live lessons and teacher supervised activities. Group classes and private classes are sold on a package basis, giving you access to the stated amount of group classes/private classes that your language course offers.

All language course fees are non-refundable once booking has been completed.

Within 7 days after booking you have the right to cancel your language course by written (email) notice and receive your full money back less 20% administration fee.

In addition to the classes included in your language course, you can purchase additional classes. (one-to-one/tandem) These classes give you the right to take more teacher-led classes. Additional classes, whether group or private, those sessions are sold and delivered on a weekly basis.

- **Free trial**

The free trial is available only to first-time users.

- **Payment**

Invoice will be issued and payments must be made directly to IELA bank account - details appear on invoice. Payments must be made in full before commencement of each course.

- **Indemnification**

You agree to indemnify, defend and hold harmless IELA and its affiliates, partners, suppliers, and employees from any and all liability, claims, costs, or damages arising from your use of the platform or your breach of this Agreement and any of the Terms set out herein.

- **Miscellaneous**

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

You agree that if IELA does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which IELA has the benefit of under any applicable law), this will not be taken to be a formal waiver of IELA rights and that those rights or remedies will still be available to IELA.

All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement.

This Agreement represents the entire understanding and agreement between you and IELA regarding the subject matter of the same.