

# audiolingo's General Terms and Conditions of Business (16. December 2015)

Please read the following Terms and Conditions carefully.

## 1. Introduction

- 1.1. audiolingo is an online learning system under the internet domain [www.audiolingo.com](http://www.audiolingo.com) ("audiolingo"), operated by Brotseiten AG ("Brotseiten") with headquarters at Werftstrasse 02, 6002 Lucerne, Switzerland.
- 1.2. By completing the registration form on audiolingo and clicking the order button you (the "User") are entering into a contract with Brotseiten and fully agree to the present terms and conditions of business ("T&C").

## 2. Registration and Usage Rules

- 2.1. The language governing the present contract and all use of audiolingo platform is English.
- 2.2. Each User may only register once. The User agrees and acknowledges that the User will never access or use another person's account and will not transfer their account to another person or entity without Brotseiten's prior written approval.
- 2.3. The User is obligated to provide complete and truthful information in the sections provided on the registration form. The User may always correct any errors in data he/she has entered as profile information.
- 2.4. If the User selects a username or similar identifier for their account, Brotseiten reserves the right to remove or block the account or change the User's username if Brotseiten, in its sole discretion, believes it is inappropriate or violates the rights of Brotseiten or of a third party (including, but not limited to any applicable trademarks).
- 2.5. The User agrees
  - (i) not to modify any part of audiolingo, except with the express and prior written consent of Brotseiten;
  - (ii) not to download or copy any account information for the benefit of any other party;
  - (iii) not to resell or make any commercial use of audiolingo, its contents or the User's account;
  - (iv) not to reproduce, duplicate, copy, sell, resell or otherwise exploit audiolingo or its content for any commercial purpose without express written consent of Brotseiten;
  - (v) not to use any meta tags or any other "hidden tag" utilizing the audiolingo name or any Brotseiten trademarks without the express written consent of Brotseiten.
  - (vi) not to circumvent, disable or otherwise interfere with security-related features of audiolingo or any associated websites and/or tablet and/or mobile applications or features that prevent or restrict use or copying of any content or enforce limitations on audiolingo's use.
- 2.6. The User agrees to the publication of its User name, its profile information including but not limited to audiolingo-score, online status and date of registration as well as additional information voluntarily provided, including the profile image. User's email address will not be published.
- 2.7. In the event of request to change the password, the User must change the password pursuant to the rules concerning security established from time to time by Brotseiten.
- 2.8. To the extent they are correctly registered with audiolingo, Brotseiten grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Brotseiten reserves the right to revoke these exceptions either generally or in specific cases.
- 2.9. In order to purchase any of audiolingo's products and/or services a minimum age of 18 years is required. Usage of the platform by persons younger than 18 years is prohibited.
- 2.10. Brotseiten may temporarily or permanently block or delete a User's account if Brotseiten has reasonable grounds to believe User does not comply with one or more of the aforementioned terms of use. Brotseiten shall not assume any liability for damages and other loss incurring to User through such blocking or deletion of his account.

### 3. Right of withdrawal for consumers

- 3.1. The right of withdrawal is only applicable to consumers. A consumer is any natural person who concludes a legal transaction for purposes that are not attributable to either their commercial or their independent professional occupation.
- 3.2. User has the right to withdraw from the conclusion of (chargeable) Premium Features within 7 calendar days from the day of the conclusion of the contract, without giving any reasons.
- 3.3. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.
- 3.4. To exercise the right of withdrawal, you must inform us (Brotseiten AG, Werftstrasse 02, 6002 Lucerne, Switzerland, Phone: +41 41 534 83 25 (Business hours: Monday to Friday from 10.00 a.m. to 5.00 p.m. CEST), e-mail: support@audiolingo.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail).
- 3.5. Within 14 days from the delivery of User's withdrawal notice, Brotseiten shall reimburse all payments made by User under the contract or feature to which the withdrawal is validly directed to. We will carry out such reimbursement using the same means of payment as User used for the initial transaction, unless otherwise agreed upon by the Parties.

### 4. Free Features and Premium Features

- 4.1. audiolingo offers both free content and content for charge. The T&C apply to both sorts of content.
- 4.2. Basic features such as application, registration and trial use will not be charged.
- 4.3. Brotseiten offers certain services and products for a charge at audiolingo ("Premium Features"). Fees for Premium Features will not be charged without User's explicit prior acceptance.

### 5. Billing and Payment Methods

- 5.1. Premium Features are available as and when explicitly offered on audiolingo. In general, Premium Features are subscription products. The contract for ordering Premium Features becomes binding by pressing the "Purchase" button.
- 5.2. Premium Features may exceptionally be offered for free to Users who access audiolingo through referrals. The scope of such access is specified within the referral process (e.g. One Story more).
- 5.3. Billing type, prices and subscription term are defined in each offer as issued on audiolingo and as summarized prior to the purchase.
- 5.4. All billing will be effected electronically. audiolingo/Brotseiten will not issue paper invoices.
- 5.5. Prices listed on audiolingo are always including the valid statutory turnover tax.
- 5.6. The charge for Premium Features is payable in advance and upon completion of the order for Premium Features. In case of term renewal, the amount for the renewal term will be charged on the first day of the renewal term.
- 5.7. User may effect payment by using a payment method as specified within the ordering process and as accepted by audiolingo.

### 6. Term, Duration, Termination

- 6.1. Subject to clause 6.2, the present contract is concluded for an unlimited period and may be terminated by either Party at any time.
- 6.2. Premium Features:
  - 6.2.1. Premium Features are concluded for the subscription term as agreed upon by the Parties upon the purchase of the features.
  - 6.2.2. The Parties may cancel Premium Features at any time with effect to the end of the respective subscription term.
  - 6.2.3. Unless User or Brotseiten give termination notice before the end of a term, the subscribed Premium Features automatically extend to another term on the end of every term.
  - 6.2.4. The Parties' right to immediate termination for cause remains intact.

- 6.3. Contract cancellation may be called upon by User via e-mail sent to legal@audiolingo.com, it being understood that Brotseiten will send the User an automatic confirmation by email as soon as such email or cancellation request is received, proving that the cancellation of the Premium Contract has occurred.
- 6.4. The User account will be deleted upon termination.
- 6.5. Notwithstanding the reason of termination of the contract and/or of Premium Features, Brotseiten upon termination will not refund any fees already paid by User for Premium Features, except if the termination is effected by User and for good cause. In such case, Brotseiten shall refund to the User the purchase price pro rata for the remaining period of the Premium Feature subscription.
- 6.6. Beyond the pro rata refund of fees charged and paid, User shall have no claim for compensation of damages or any other loss incurred through the termination of the contract and, in particular, its timing and circumstances.

## 7. Exclusion of Warranty and Liability

- 7.1. Brotseiten strives to ensure that audiolingo works properly at all times. As an internet-based platform however, Brotseiten does not guarantee the accessibility of audiolingo.
- 7.2. User bears full responsibility for using all up-to-date technologies (e.g. browser versions, plugins, enable cookies, Java Script, etc.) necessary in order to use audiolingo. User is solely liable for any loss or damage incurred with User, Brotseiten or any third party caused by the User's failure to use such up-to-date technologies.
- 7.3. Brotseiten does not make any representations and does not give any warranties regarding the quality of the content of the works and of the methods published on audiolingo. The works are third party products and may contain fiction, errors or otherwise inaccurate information. User's reliance on any of the content and methods on audiolingo shall be at its own risk.
- 7.4. Brotseiten does not make any representations and does not give any warranties with regards to User's progress or success in mastering the languages offered on audiolingo.
- 7.5. Under the present contract Brotseiten's liability for direct or indirect damages on the part of User is excluded unless expressly stated otherwise below. The exclusion extends to the maximum admissible under the applicable law. The exclusion does not extend to damage claims asserted by the User arising from death or injury to body or health as well as the liability for damage caused by a premeditated or grossly negligent contractual infringement on the part of Brotseiten. All liability for Brotseiten's vicarious agents is excluded.
- 7.6. Brotseiten assumes no liability for any cause whatsoever in relation to any third party website linked from audiolingo, in particular, without limitation, about their operation, access, data, information, files, quality and trustworthiness of their products and services, their own links and/or any of their contents, on a general basis.

## 8. Intellectual Property

- 8.1. The platform, the underlying programming, the code, the design, the graphics, the user interfaces, the pedagogic methods and measures, the trademarks, service marks and logos and in particular all content on audiolingo are owned by or licensed to Brotseiten.
- 8.2. Specifically, the content offered or conveyed to User on or through audiolingo (such as texts, images, etc.) are protected by copyright law and are the property of audiolingo and/or its content providers such as e.g. certified teachers and voice artists.
- 8.3. No right or license under any intellectual property is granted, transferred or conveyed to User under this contract and through the User's use of audiolingo, except for the license right of using the content offered on audiolingo within the intended means of use, technical and otherwise, as offered on the audiolingo platform.
- 8.4. Any misuse of the content of the audiolingo platform and any other information provided thereon is prohibited. In particular, it is expressly prohibited to modify, copy, reuse, exploit, reproduce, transform, publicly communicate, make second or subsequent publications, send by mail, transfer, use, treat or distribute by any means all or part of the contents for private or commercial purposes, except within the intended means of use, technical and otherwise, as offered on the audiolingo platform.

## 9. Data Protection

- 9.1. As far as User conveys any data relating to his or her person to Brotseiten, Brotseiten commits to treat such data in accordance with the applicable data protection laws, namely the Swiss Data Protection Act.
- 9.2. The data collected by Brotseiten shall be used by Brotseiten in order to execute all its rights and duties under the present contract, in particular its right to publish some of User's data according to clause 2.6, for billing and enforcing purposes, usage analyzation, observation of User's compliance with the contract and the present T&C, international forwarding of data to third party companies within the Brotseiten group or to Brotseiten's third party contractors which need to know such data in order to maintain audiolingo's functionality for the User or for the protection of third party users.
- 9.3. User herewith explicitly agrees to Brotseiten's use of all of its privacy data filed with audiolingo according to this clause 9. The forwarding of privacy data to third parties, nationally as well as internationally, will only occur if and to the extent agreed to according to above clauses, and only if the third party provided with privacy data has agreed to treat the forwarded data confidentially.
- 9.4. As operators of an internet-based platform, Brotseiten cannot guarantee full protection against hacking attacks and does not assume any liability for damages incurred by data theft.
- 9.5. Brotseiten's above assurances with regards to data protection extend only to private data conveyed to and being under the control of Brotseiten. User acknowledges that by accessing third party platforms, websites or networks (in particular social media), he is leaving Brotseiten's domain. Consequently, Brotseiten assumes no liability for any breaches of security or privacy by or within such third party platforms.

Please refer also to our Privacy Statement: <https://www.audiolingo.com/privacy>

## 10. Modification of T&C

- 10.1. Brotseiten reserves the right to modify these T&C at any time and without indicating the reason for such modification. The modified T&C shall be sent to the User in advance by email. If the User does not object to the modified T&C within a period of six weeks, the modified T&C are deemed to be accepted by User. If the User explicitly objects in writing, Brotseiten may terminate the contract (including Premium Features) with effect to the date of the modified T&C's taking effect. In the case of termination of Premium Features, Brotseiten will offer a pro rata refund for the remaining term of Premium Features affected.

## 11. Final Provisions

- 11.1. In the event that any provision of this agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision will be considered separate and apart from the remainder of this agreement which will remain in full force and effect.
- 11.2. Any failure of Brotseiten to exercise or enforce any right or provision of the T&C shall not constitute a waiver of such right or provision.
- 11.3. The User and Brotseiten acknowledge and agree that the contract as offered on audiolingo and these T&C shall constitute the entire agreement between the User and Brotseiten.
- 11.4. These T&C, and any rights and licenses granted hereunder, may not be transferred or assigned by the User, but may be assigned by Brotseiten without restriction.
- 11.5. The User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the T&C must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- 11.6. Subject to mandatory law provisions at the place of User's residence stating otherwise, the present contract shall exclusively be governed and construed by the laws of Switzerland. The Swiss Private International Law Act and the UN Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.
- 11.7. Subject to mandatory law provisions at the place of User's residence stating otherwise, the courts at the seat of Brotseiten shall have exclusive jurisdiction over any dispute, controversy or claim arising out of and/or in relation to this contract.