

TERMS AND CONDITIONS FOR THIS WEBSITE

LEGAL NOTICE

The entire contents of this website under the domain name EALTEACHIING.COM, LV.EALLEARNING.COM and LEARNINGVILLAGE.EALLEARNING.COM (the **Website**) come under these terms and conditions as well as any communications between us and you. These Terms and Conditions consist of this Notice, our Terms and Conditions of business and our Privacy Policy. This notice is issued by Communication Across Cultures Ltd. (we/us/our).

1. INTRODUCTION

1.1 We may amend this legal notice at any point by changing these terms and conditions. The current legal notice is binding on you and you should therefore revisit this Website occasionally to view the current legal notice.

1.2 You can access parts of this Website without registering your details with us. Other parts can be accessed after registration. By accessing any part of this Website, you have accepted this legal notice in full. Leave this Website immediately if you do not accept this legal notice in full.

2. LICENCE AGREEMENT

2.1 You may download and print sections from this Website for your own use as long as you adhere to the following:

2.1.1 Communication Across Culture's copyright and trademark notices and this permission notice appears in all copies.

2.1.2 no graphics on this Website are used separately from their associated text and no documents or related graphics on this Website should be manipulated in any way; and

2.2 the copyright and other intellectual property rights in all material on this Website (including without limitation, photographs and graphical images) are owned by Communication Across Cultures or its licensors or other users unless otherwise stated. Any use of extracts from this Website, other than those stated in paragraph 2.1 above for any reason is forbidden. Your authorisation to use this Website automatically terminates if you break any of the terms in this legal notice and you must immediately destroy any extracts from this Website and eliminate any such extracts from other electronically held systems.

2.3 Subject to paragraph 2.1, no part of this Website may be replicated or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

2.4 Any rights not expressly granted in these terms are reserved.

3. VISITOR MATERIAL AND CONDUCT

3.1 Personally identifiable information is covered under our [Privacy Policy](#).

3.2 We also require you to provide additional authorisation for the use of information or material you transmit or post to this Website. This information or material will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material.

3.3 Communication Across Cultures Ltd will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes, as will other users subject to clause 2.1.

3.4 We reserve the right to edit and/or remove, in whole or in part, material uploaded to this site without notice.

3.5 You are forbidden to post or transmit to or from this Website any material:

3.5.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

3.5.2 for which you have not obtained all necessary licences and/or approvals;

3.5.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

3.5.4 which is technically harmful (including without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

3.6 You may not misuse the Website (including, without limitation, by hacking).

3.7 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of paragraphs 3.5 or 3.6.

3.8 If an unlimited learner package is purchased, this is awarded under the condition that 'reasonable use' is exercised. 'Reasonable use' will not exceed the number of learners in that school/institution.

4. SERVICE ACCESS

4.1 The Website is normally available 24 hours a day and we endeavour to ensure this. Access to this Website may be temporarily suspended and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

4.2 Communication Across Cultures is not liable if this Website is unavailable at any time or for any period and any data uploaded is lost or becomes irretrievable for any reason.

4.3 You will take all reasonable steps to ensure that your username and password are not provided to or used by any other party and, where you are an organisation, that no one can access user accounts of individuals authorised by you to use this Website, save those authorised by you.

6. DISCLAIMER

6.1 We, and our officers, directors, employees, shareholders or agents do not accept any liability for the use made by you of the contents of the Website.

6.2 The content of this Website should only be used for information purposes and you should not rely on it to make or refrain from making any decision or take or refrain from taking any action.

6.3 While we endeavour to ensure that the content on this Website is accurate, we do not warrant the accuracy and wholeness of the material on this Website or the authenticity of data images, sounds, text and other things which are uploaded to the Website by third parties.

6.4 We may make significant amendments to the material on this Website or to the products and prices on the Website at any time without notice.

6.5 The material on this Website may be out of date and we make no commitment to update such material.

6.6 To the extent permitted by law, Communication Across Cultures Ltd excludes all representations, warranties, conditions and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness of purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Website.

7. LIABILITY

7.1 Communication Across Cultures Ltd (whether or not involved in creating, producing, maintaining, or delivering this Website) and its officers, directors, employees, shareholders or agents exclude all liability and responsibility for any amount or kind of loss or damage that may resort to you or a third party, (including without limitation, any direct, indirect, punitive, or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence) contract or otherwise in connection with this Website, in any way or in connection with the use, inability to use or the results of use of this Website, any Website linked to this Website or on such Websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing of this Website, or your downloading of any material from this Website, or any Website linked to this Website.

Provided that nothing in this legal notice shall exclude or limit Communication Across Cultures Ltd's liability for:

7.1.1 death or personal injury caused by negligence;

7.1.2 fraud;

7.1.3 misrepresentation as to a fundamental matter; or

7.1.4 any liability which cannot be excused or limited under applicable law.

7.2 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data you assume all costs thereof.

7.3 You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms and Conditions by you (or where you are a Group user, by any user authorised by you) or any other liabilities arising out of your (their) use of this Website, or the use by any other person accessing the Website using your access code and/or your Personal Information.

9. REGISTRATION

9.1 We do not licence you to share your user name and password with any other person. Each enrolment/registration is for a single school only.

9.2 Responsibility for the security of any password issued rests with you.

10. GOVERNING LAW AND JURISDICTION

10.1 These terms and conditions and your use of this Website are governed by and construed in accordance with the Laws of England and Wales, and any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

The Learning Village and Communication Across Cultures Websites are owned and operated by Communication Across Cultures Ltd. 11 Paprika Close, Reading, RG6 5GT

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS NOTICE, THE TERMS AND CONDITIONS AND PRIVACY POLICY

Issue Date 28/11/2014