Terms of Service

This site **Learn GCSE Arabic**, and its online course are hosted on an internet site maintained by ADLS Language (referred to herein as the "Website" / "Site" / "Learn GCSE Arabic").

Use of this Website's Courses and Assessments, as provided by ADLS Language, is subject to the terms of service and privacy policy enclosed below. By using this Site's pages, making a purchase, enrollment and continued use of the services, courses, materials, and resources, you state that you are aware of these terms of use, aka terms and conditions/terms of service. If there are any term/s mentioned below or condition/s within emails or the help centre page that you do not accept please speak to us prior to your enrolment on a course, or assessment.

Usage

In consideration of the fees paid by you, we grant you a limited, non-transferable, non-exclusive licence to use the the Site and it's materials for the sole purpose of completing Assessment/s, or Course/s by yourself, and for yourself, for the period, and fee/s, specified in the relevant Assessment or Course.

Intellectual Property

All ADLS Language Course materials remain the intellectual property of ADLS Language. You are not authorised to:

- (i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Assessment and/or Course materials on this Site without prior written permission
- (ii) record on video or audio tape the online Assessments or Courses
- (iii) use the Assessment or Course materials in any other course or training (given by any third party trainer or otherwise)
- (iv) remove any copyright or other ADLS Language emblems, or wording on the Assessment or Course materials

Period of Access

You will be granted access to the Site's course and assessment content, and modules for a period covering your appropriate invoice payment, whether 1 day, 1 week, or a longer duration, from the time of purchase. This is also providing that the learning management platform, hosting, and website, on which the Courses are offered, continues to function as necessary.

- Invoices should be settled immediately, or as soon as practicably possible, and ideally within 3 days so as to resume access.
- Items may expire automatically after the access time has completed.
- You may experience some lack of access, or downtime, at the end of the month/payment period for invoicing.
- You may need to sign-up again to access the student dashboard after an assessment or course expires.
- Late entry onto courses may mean less time remaining to complete the course. Check with the administration for clarification on your particular circumstances.

Timed quizzes

Assessments and quizzes are time sensitive. Quizzes are a necessary and inevitable part of courses and assessments on this site. If you run out of time, and do not manage to complete all questions you may still have answered enough to pass the quiz. The timer does not allow for looking up answers on the internet, and this will only waste valuable time.

You are expected to answer genuinely. Any notion that you may have used another resource, or your notes, to look up answers may disqualify your quiz attempt.

- Assessments and quizzes have a set number of attempts after which you may not be able to continue further if you do not pass.
- Quizzes assume that you have already completed all exercises and homework within the course lessons and modules.
- For best results you are expected to revise the content of each course module before taking a quiz.
- Beginners, or other lower level learners should not pay for courses or assessments that are above their ability. Always check the course overview page to see suitability, or check with us first for suitable allocation onto a course or assessment. Free trials and one-to-one

assessments are available to those who are unsure of their level. If you enrol on a course or assessment not suited to your level we cannot accept responsibility for poor results, nor offer a refund in such circumstances.

Misuse

The order of modules, and lessons are placed specifically in order for the course to be completed at set durations of two lessons per week. For this reason lessons have to be completed in the order that they are given. There may be limits set so that lessons are accomplished as they have been designed to be completed. Where no limit exists you should not go past the set amount of two lessons per week, unless agreed with the tutor.

- Courses may contain links to external work that needs to be completed. These links should be utilised for the course to be as effective as possible. Links are usually available within the information section, at the beginning of the course. If not used then it will be deemed as not using the course as designed to be used.
- We may contact you straight away, or at a later date, to bring your attention to any misuse issues.
- Skipping lessons, or fast forwarding lessons are considered types of misuse. Unless you have a valid reason for doing so, which we are aware of, please avoid doing this and complete the lessons as normal.
- Persistent misuse may jeopardise your access, any refund, and/or your subscription being cancelled.

Accuracy

The material on this Site is provided for general information, and is as accurate as possible at the time of publishing. The information on this Site should not be relied upon as the sole basis for making decisions without consulting primary, more accurate, more complete and timely sources of information via direct email contact and confirmation from ADLS Language administration.

We reserve the right to modify, and update the information, style or materials of this Site's content at any time. As a user you should update us of inaccuracies in the content of our Site, and to inform us of errors, or non-functioning parts, links or pages. This is so that you, and other users, can maintain a seamless experience on the site.

Disclaimer of Warranties

The service and all products delivered to you through this website are provided 'as is' and 'as available', without any representation, or warranties of any kind, either express or implied.

We do not guarantee, represent, or warrant that your use of our service or site will be uninterrupted, timely, secure, or error/glitch-free. You should always sign into the site early enough, prior to lessons, to establish that you have access, in order to complete lessons, modules, or quizzes. Where there are any issues or glitches you should inform the tutor straight away. Although some issues may be beyond the tutor's ability to solve, you should still let him know as soon as possible.

We do not guarantee that the results that may be obtained from the use of the service, our sites, or courses will be similar, or the same as others who use it, nor do we guarantee any predicted, or expected grade or outcome.

Structured Delivery

Due to the invoicing system, module structure, and your ability to access the content on this site daily you should be aware of the following:

- A module is a section containing a number of lessons. The number of lessons within a module may vary.
- Lessons are twice weekly. Unless arranged with the tutor you should not do less, or more than two each week.
- Your access will enable you to review current and previous lessons, and exercises.
- There are no rollover lessons, for the next month, for lessons missed, or late attendance.
- All lessons are to be taken within the same month/within the period paid for, as generated by the course. If a lesson is missed for any reason, or because of lateness, you can default to the online lesson material, at any time.
- The course platform allows you to view lessons later if you missed a class due to an absence/s.
- Any special arrangements, or exceptions outside of these terms are at the discretion of the admin, and are not guaranteed.

Limitation of Liability

ADLS Language, this Site, and its tutors use third party digital software and external sites.

Where a fault is detected through use of these third party software and services then our directors, employees, tutors, or collaborators will not be be liable to you, in contract, tort or otherwise, for any indirect, special, incidental, consequential, punitive, exemplary or other such damages arising out of or relating to the defect impacting the Site or the content.

These Courses are hosted on an LMS platform Lifter. They provide us with the platform that allows us to sell our products/services to you. We are therefore limited in our control of such platforms.

Besides the LMS our Site may include links and buttons to other third party websites including You Tube, Hubspot, Paypal and Stripe, which link to Google Pay and Apple Pay. Please note that all of these websites have their own terms, conditions, and privacy policies and we do not have control over or accept any legal responsibility for their policies or practices. Please check the policies of these third-party websites.

The PayPal, and Stripe websites provide an encrypted on-line payment system for safe purchases through their respective sites.

The lessons within our courses are intended as an aid to learning, but are not a guarantee of any expectation, or predicted grade. Success is a combination of factors such as completion of lessons and exercises, sufficient language contact hours, the right motivation inside and outside of lessons, and completion of homework tasks. We at ADLS language administration, and our tutors, shall not be responsible for poor results. Results may vary from user to user and any reviews, comments, and endorsements posted on any of our sites don't reflect every person's experience.

Billing and Subscriptions

When you sign up for a course you shall receive an invoice with links for payment. These links may contain items for different courses and you should check that you are paying the correct amount, and remove any unwanted items or courses, as any refunds will incur an admin fee for processing. You should only apply for courses that are showing as available to view, and purchase.

Subscriptions are an easy way for you to make payments without the hassle of doing it manually, or forgetting, and without non-payment affecting your access to a course. Subscriptions are automatic payments, which you make, for courses, like a standing order. If you do not sign up for automatic subscriptions or standing orders your payment shall default to manual bank transfers.

- Automatic subscriptions will usually be billed at the end of each cycle, whether weekly or monthly.
- If you signed up on the first of the month your billing date will usually be a day or two prior to the invoice being sent out, so it should arrive by the 29th, 30th or 31st of each month.
- If you prefer to make direct bank payments, except standing orders, we may charge a fee for the administration of manual payments of £1.00, each transaction.

Refunds

Our refund policy covers monetary loss to you, and may factor in any loss of our administration and/or tuition time. You have 14 days to cancel a course, lasting more than 24 hours (1 day) in duration, less admin fees. Refunds also take into consideration the following:

- The course introduction section, at the beginning of courses, and assessments, is included under the terms of service.
- See elaboration on the <u>'Which' consumer site</u> for clarification on cancelling an online course.
- Assessments and similar 1 day courses, of 24 hours or less, are non-cancellable/non-refundable.
- Refunds are processed within 14 days of the date of your email requesting a refund.
- Requests for refunds where misuse is evident, under the terms mentioned above, shall be declined.

- Requests for refunds where there has been a rollover, extension of time, or missed lesson shall be declined.
- Requests for refunds where the user has accessed and/or completed at least half the lessons, in a module/section, shall be declined.
- Requests for refunds where the user enrolled on a course or assessment, without the written go-ahead from the admin or tutor, not suited to their level shall be declined.
- Admin fee, for processing a straightforward refund, is £5.50. Where there are issues concerning misuse, and/or the user has accessed and/or completed at least four lessons in a module, this fee shall be 50% of the total amount paid.

Five Week Months

Some months of the year have five weeks. You can use this fifth week for a break, as the tutor will not usually be available for the fifth week of the month. If there is a rollover for that month, where a missed lesson needs to be taken before entering into the new month then the fifth week may be used, unless you have already made up for the missed lesson with the tutor earlier in the same month. There shall not normally be rollovers to the next month.

Eligibility

In order to use this Site, and its content; You affirm that you are either 18 years of age or older, or you are an emancipated minor, or you possess the permission/consent of an adult, parent or guardian.

Under this site's terms of use; any free lesson rewards that may have been applicable under another offer shall not apply to use on this site and its courses. This site offers its own 24 hour access which renders other offers nullified, unless an individual exception is made under a new agreement.

Changes to Terms Of Use

We may make changes, including additions, to these terms from time to time/at any time, by publishing a new version on this same Site, on this same page. You should check this page from time to time for any changes. We may also remove the service, or part of it, for update, or modification, for short periods of time.

Cancellation

You are free to permanently cancel a subscription, and stop lessons, for any reason, by sending us notification by email, at least 24 hours before your next lesson is due. This gives us enough time to cancel a subscription.

Termination

We may terminate the licence that we grant to you to use our Website, whether for misuse, cancellation or other reason, at any time and at our sole discretion.

Privacy Policy

Our <u>privacy policy</u> forms part of the terms of use under our terms of service. Please refer to the privacy policy and cookies policy of third party sites.

Applicable Law

All disputes shall first be resolved by negotiation, and agreement in the first instance. Where a particular dispute cannot be resolved and becomes a legal matter then the small claims courts under the jurisdiction and laws of the province of England and Wales, U.K. shall apply.

Contact Information

Getting in touch with us, and receiving a timely response may depend on your time zone, whether we are dealing with another customer etc, and/or our working hours. We are based in the U.K. For opening hours see our contact page

You should always attempt to contact us first via email. A back up message, or for quick responses use our WhatsApp details. If you have any questions, or observations you can write to us at: **info@adls.co.uk**

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