

Terms and Conditions (last revised [] April 2017)

Welcome to the www.directenglish.com website (the "Website"). Please read these terms and conditions carefully before using the Website.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age and are lawfully able to accept these terms and conditions. If you are not 18 years of age, please cease using this Website immediately.

These terms and conditions apply between you, as a user of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and LG&DE Limited (registered in England and Wales under company number 05694539 with registered office address Liongate Enterprise Park, 80 Morden Road, Mitcham CR4 4PH, United Kingdom) trading as Direct English, the owner and provider of this Website ("LG&DE", "we" or "us").

Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon whenever you make use of the Website. We recommend that you print a copy of these terms for future reference and you must ensure you check back on this page of the Website regularly to ensure you are aware of any and all changes to these terms which we may make from time to time. We reserve the right to change any of the terms and conditions set out herein or any policy or guideline referred to herein or on the Website at any time and at our sole discretion. When we make changes, we will revise the "last updated" date at the top of the terms and conditions. Any changes will be effective immediately upon posting on the Website. Your continued use of the Website following the posting of changes will constitute your acceptance of such changes.

If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

[Privacy Policy and Cookie Policy](#)

Your use of the Website is also subject to and governed by the terms of our Privacy Policy (which can be found here: [\[insert hyperlink\]](#)) and our Cookie Policy (which can be found here: [\[insert hyperlink\]](#)), which you are also deemed to accept when you use the Website (subject to your rights to opt out or withdraw consent as stated in those policies), and which are incorporated into these terms and conditions by this reference.

[Information About Us](#)

The Website is a site owned and operated by LG&DE. Our main trading address is the same as our registered office stated above and our VAT number is 872905009.

[Access to the Website and Disclaimers](#)

We will always try to ensure that availability of our Website and online subscription services will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed.

ANY ONLINE FACILITIES, TOOLS, SERVICES, CONTENT OR INFORMATION THAT WE MAKE AVAILABLE THROUGH THE WEBSITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. WE GIVE NO WARRANTY THAT THEY WILL BE FREE OF DEFECTS AND/OR FAULTS.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, WE PROVIDE NO WARRANTIES (EXPRESS OR IMPLIED) OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF CONTENT OR INFORMATION, COMPATIBILITY AND SATISFACTORY QUALITY. WE MAY UPDATE THE WEBSITE FROM TIME TO TIME AND MAY CHANGE THE CONTENT AND/OR

ANY INFORMATION ON IT AT ANY TIME WITHOUT PRIOR NOTICE TO YOU. HOWEVER, WE ARE UNDER NO OBLIGATION TO UPDATE INFORMATION OR CONTENT ON THE WEBSITE AND YOU MUST NOTE THAT ANY CONTENT OR INFORMATION ON THE WEBSITE MAY BE OUT OF DATE AT ANY GIVEN TIME.

WE ALSO DO NOT WARRANT OR REPRESENT THAT THE WEBSITE OR ANY FEATURES OR CONTENT CONTAINED THEREIN, OR ANY SERVICE PROVIDED BY US, WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS WILL BE CORRECTED.

NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU VIA THE WEBSITE OR OUR SERVICES SHALL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE IN THESE TERMS AND CONDITIONS. IF YOU ARE DISSATISFIED WITH THE WEBSITE OR ANY ASPECT OF ANY OF OUR SERVICES, YOUR SOLE REMEDY SHALL BE TO DISCONTINUE USING THE WEBSITE.

Whilst we use reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and you must take responsibility for your own security, that of your personal details and your computer(s). You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms and conditions and the other terms and policies referred to herein and that they comply with them.

WE ACCEPT NO LIABILITY FOR ANY DISRUPTION OF THE WEBSITE OR ACCESS TO OR NON-AVAILABILITY OF THE WEBSITE BEYOND OUR REASONABLE CONTROL OR WHICH MAY BE REQUIRED AS A RESULT OF EMERGENCY OR PLANNED MAINTENANCE AND/OR MANAGEMENT OF THE WEBSITE. YOUR ACCESS TO THE WEBSITE MAY BE OCCASIONALLY SUSPENDED OR RESTRICTED TO ALLOW FOR REPAIRS, MAINTENANCE OR THE INTRODUCTION OF NEW FACILITIES OR SERVICES. WE WILL ATTEMPT TO LIMIT THE FREQUENCY AND DURATION OF ANY SUCH SUSPENSION OR RESTRICTION. ACCESS TO THE WEBSITE REQUIRES INTERNET ACCESS WHICH YOU ARE SOLELY RESPONSIBLE FOR PROCURING AND FOR WHICH WE SHALL HAVE NO LIABILITY OF ANY KIND. YOU MUST ALSO ENSURE THAT YOU HAVE SUITABLY COMPATIBLE COMPUTER EQUIPMENT AND SOFTWARE TO ENABLE USE OF THE WEBSITE AND OUR SERVICES.

We reserve the right to alter, suspend or discontinue any part (or the whole of) the Website at any time including, but not limited to, any products and/or services available. In the event of a total discontinuation of the Website, we will use reasonable endeavours to give you a minimum of 60 days' prior notice of the same and shall notify you of any alternative website with which we intend to replace the Website (if any – there being no obligation on us to create, implement or operate any such replacement). These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms and conditions or any other applicable terms or policies. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at admin@directenglish.com.

Intellectual Property Rights and Acceptable Use

All content and information included on the Website is the property of LG&DE, our affiliates and/or other relevant third parties from whom we have licensed it and is protected by English and international copyright and database right laws. The compilation of all content and all software on

the Website is the exclusive property of LG&DE and/or its affiliates and/or its licensors and is protected by English and international copyright and database right laws, as applicable.

In these terms and conditions, content includes, without limitation, any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of the Website. By continuing to use the Website you acknowledge that such content is protected by copyright, trademarks, database rights and other intellectual property rights which are owned by LG&DE and/or its affiliates and licensors. Nothing on the Website shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Website without our prior written permission.

Individual documents on the Website may be subject to additional terms indicated in those documents. The use of the Website and the content therein is permitted to private, non-commercial use. The use of press releases and other documents classified as public is permitted in public communications if the source for the information has been stated.

You may, for your own personal, non-commercial use only, retrieve, display and view the content on a computer screen and print copies of extracts from pages on the Website for personal use only and not for redistribution to any third party. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any content or any part thereof without the written permission of LG&DE.

Please note that the Website is an independent website owned and operated by LG&DE. It is not affiliated in any way with any other website, trademark or branding owned or operated by third parties.

Trademarks – Each of www.directenglish.com and 'Direct English' is a trademark, registered trademark or intellectual property managed by LG&DE in the European Union and/or other jurisdictions. The graphics, logos, page headers, button icons, scripts and service names of www.linguaphone.co.uk, www.linguaphonegroup.com and www.linguaphone-ishop.com are the trademarks or intellectual property of LG&DE. LG&DE's trademarks and intellectual property may not be used in connection with any product or service that is not branded "Direct English" or with one of LG&DE's other brand names, nor in any manner that is likely to cause confusion among customers, nor in any manner that disparages or discredits Direct English or LG&DE or any of its marks or intellectual property. You may not use metatags or any other "hidden text" utilising "Direct English" or any other name, trademark or product or service name of LG&DE without our prior written permission.

All other trademarks not owned by LG&DE that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by LG&DE. Direct English is a registered trademark owned by LG&DE. Other product and company names mentioned herein may be trademarks or trade names of their respective owners.

Your access to the Website should not be construed as granting, by implication, or otherwise, any licence or right to use any marks appearing on the Website without the prior written consent of LG&DE or the relevant third party owner thereof. LG&DE and its affiliates maintain and defend their brand names and trademarks via selected agencies who work alongside the trademark bodies of each country's government. A constant search for any infringements to our brands or copyrights is undertaken and suitable action taken to prevent or cease abuse.

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Prohibited Use

You may not use the Website for any of the following purposes:

1. in any way which causes, or may cause, damage to or which may disable, overburden, impair or harm the Website or any of our servers, networks, computer systems or resources or which interferes with any other person's use or enjoyment of the Website;
2. in any way which is harmful, unlawful, illegal, offensive, abusive, indecent, defamatory, obscene, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order or which infringes any third party's rights;
3. knowingly introducing viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful, whether in respect of the Website itself or otherwise;
4. in any way which attempts to gain or is successful in gaining unauthorised access to our servers, computer systems, networks, the Website or any of our software or databases;
5. making, transmitting or storing electronic copies of content protected by copyright or any other intellectual property right without the permission of the owner;
6. fraudulent purposes or in any way in connection with political campaigning, commercial solicitation, chain letters, mass mailings or any "spam" to cause annoyance, inconvenience or needless anxiety.

You may not systematically extract and/or re-utilise parts of the contents of the Website without express written consent from LG&DE. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of the Website, without express written consent from LG&DE. You also may not create and/or publish your own database that features substantial (for example but without limitation, our prices and product listings, substantial elements of our content and other material elements of the Website) parts of the Website without express written consent from LG&DE.

You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them, to which you hereby expressly and irrevocably consent. In the event of such breach, your right to use the Website will also cease immediately.

You must not allow any third party to make use of the Website using your subscription or subscription details. Your subscription is purely personal to you and any password you use must be kept confidential at all times.

Interactive services

We may from time to time provide interactive services on the Website, including, without limitation:

- our Social App, enabling interactive discussions with other users of the Website
- Chat rooms.
- Bulletin boards.

("interactive services").

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on the Website, and we will decide in

each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on the Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Uploading content to the Website

Whenever you make use of a feature that allows you to upload content to the Website, or to make contact with other users of the Website, you must comply with the content standards set out below.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to the Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Website a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you licence to us are described in the next paragraph (Rights you licence).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Website.

We have the right to remove any posting you make on the Website if, in our opinion, your post does not comply with the content standards set out below.

The views expressed by other users on the Website do not represent our views or values.

Rights you licence

When you upload or post content to or via the Website, you grant the following licenses:

- To us and our affiliates, the non-exclusive, transferable, worldwide, royalty-free, sub-licensable right to use, store, copy and distribute any content you post on or in connection with the Website;
- To other users, the non-exclusive, transferable, royalty-free, worldwide right to freely access and use such content and to associate it with you.

Content standards

These content standards apply to any and all material which you contribute to or via the Website ("contributions"), and to or via any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and termination

We will determine, in our discretion, whether there has been a breach of the above terms and conditions through your use of the Website. When a breach has occurred, we may take such action as we deem appropriate.

Failure to comply with the above terms relating to acceptable use of the Website constitutes a material breach of these terms of use of the Website as a whole, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Website.

- Immediate, temporary or permanent removal of any posting or material uploaded by you to the Website.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions we take in response to breaches of our acceptable use terms and conditions. The responses described in these terms and conditions are not limited, and we may take any other action we reasonably deem appropriate.

Linking to the Website and links to other websites

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the welcome page of the Website as long as the link does not portray the Website, LG&DE or its affiliates, or their products or services, in a false, misleading, derogatory, or otherwise offensive manner. You may not use any LG&DE's or any of its affiliates' logo or other proprietary graphic or trademark as part of the link without our express written consent.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice.

The Website may, from time to time, provide links to and from other websites. We have no control over such websites and are not responsible for the content of these websites. Our terms and conditions and our privacy policy do not extend to your use of such websites. If you follow a link to any of these websites, they will have their own privacy policies and terms and you are advised to read the privacy policy and terms of other websites prior to using them and/or submitting personal data to them. We do not accept any responsibility or liability for such policies or terms.

The inclusion of a link to another site on the Website does not imply any endorsement of the sites themselves or of those in control of them.

Copyright and Defamation Issues or Complaints

Copyright issues - LG&DE and its affiliates respect the intellectual property rights of others and if you believe that your work has been copied in a way that constitutes copyright infringement, please file a notification of such infringement by copying the "Notice to www.directenglish.com of Copyright Infringement" below into a new document, completing it in accordance with the instructions in the Notice and sending a printed, signed copy to: Copyright Claims, www.directenglish.com, Head of Marketing, LG&DE Ltd, Liongate Enterprise Park, 80 Morden Road, Mitcham CR4 4PH or a scan of the same by email to admin@directenglish.com.

- Notice of Copyright Infringement:

In the matter of www.directenglish.com

Statement

I, [please set out your full name] of [please give your postal address], [please state your occupation], say as follows:

I refer to the website www.directenglish.com / ("the website"). I make this statement in support of my giving LG&DE Limited notice that, via the website, it is causing or contributing to an infringement of copyright.

The work in which copyright is claimed to subsist is [please clearly identify and describe the copyright work(s) claimed to be infringed] ("Copyright Work").

[I am] OR [I am authorised to act on behalf of] the owner of an exclusive right in the Copyright Work that is claimed to be infringed. [If the person making the statement is acting on behalf of the Complainant please include the following:] The person/entity claiming that its rights in the Copyright Work have been infringed is [please state name and address of the person/entity] ("Complainant"). I am [please explain the relationship of the signatory to the Complainant].

The material which is claimed to infringe the Copyright Work ("Infringing Material") is: [please clearly identify and describe the infringing material or work(s)].

The Infringing Material (delete whichever paragraph is not applicable): (a) [is] OR [is part of a (book/CD/DVD/video/MP4 player) entitled (title and author)] available from www.directenglish.com via the website. [If the Infringing Material comprises only part of the relevant title, include the following:] The Infringing Material comprises [please describe where in the product the copyright work appears, e.g.: pages, track numbers, video/DVD timecode] of this product.

OR

(b) appears on the website at [please cut and paste the address of the relevant Web page from the website where the Infringing Material appears].

The use of the Infringing Material described in paragraph 5 infringes [my rights] OR [the rights of the Complainant] in the Copyright Work and is not authorised by the copyright owner, its agent(s), or the law.

I understand that this statement may be used in any court proceedings that may arise out of or relating to the Infringing Material.

Statement of Truth

I declare the facts stated above to be true.

Signed:

Date:

Please note that this procedure is exclusively for notifying LG&DE that your copyrighted material has been infringed on the Website. Please provide your address, telephone number, and e-mail address. **IMPORTANT WARNING: GIVING FALSE, MISLEADING OR INACCURATE INFORMATION IN THE ABOVE NOTICE OF COPYRIGHT INFRINGEMENT MAY RESULT IN CIVIL AND/OR CRIMINAL LIABILITY.**

Defamation claims – LG&DE operates on a "notice and takedown" basis. If you believe that any content on, or advertised for sale on, the Website contains a defamatory statement, please file a notification of such infringement by copying the "Notice to www.directenglish.com of Copyright Infringement" below into a new document, completing it in accordance with the instructions in the Notice and sending a printed, signed copy to: Defamation Notices, www.directenglish.com, Head of Marketing, Linguaphone Group, Liongate Enterprise Park, 80 Morden Road, Mitcham CR4 4PH or a scan of the same by email to admin@directenglish.com.

- Notice of Defamatory Content:

In the matter of www.directenglish.com

Statement

I, [please set out your full name] of [please give your postal address], [please state your occupation], say as follows:

I refer to the website www.directenglish.com ("the website"). I make this statement in support of my giving LG&DE Limited notice that, via the website, it is causing or contributing to the publication of a defamatory statement.

The defamatory words (delete whichever paragraph is not applicable):

(a) appear in a book being sold via the website entitled [please state the book name and its author]. The defamatory words appear on page [please state the page number(s) where you consider there are defamatory words].

OR

(b) appear on the website at [please cut and paste the address of the relevant Web page from the website where the defamatory words appear].

The words that I consider to be defamatory are [please repeat the exact words you are complaining about].

These words are defamatory because [please state why you consider the words are defamatory].

The defamatory words are untrue because [please explain why the words complained of are untrue and what you believe the true position is].

I understand that this statement may be used in any court proceedings that may arise out of or relating to the defamatory words which I have complained about.

Statement of Truth

I declare the facts stated above to be true.

Signed:

Dated:

Once this procedure has been followed, LG&DE will use all reasonable endeavours to remove the defamatory content complained about within a reasonable time. Please note that this procedure is exclusively for notifying LG&DE of defamatory content on or advertised for sale on the Website. Please provide your address, telephone number, and e-mail address when sending the notice to us. **IMPORTANT WARNING: GIVING FALSE, MISLEADING OR INACCURATE INFORMATION IN THE NOTICE TO LG&DE OF DEFAMATORY CONTENT MAY RESULT IN CIVIL AND CRIMINAL LIABILITY.**

Electronic communications

When you visit the Website or send e-mails to us, you are communicating with us electronically. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights. Please refer to our Privacy Policy (*[insert hyperlink]*) for more details.

Limitation of Liability

NOTHING IN THESE TERMS AND CONDITIONS WILL: (A) LIMIT OR EXCLUDE OUR OR YOUR LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR OR YOUR NEGLIGENCE, AS APPLICABLE; (B) LIMIT OR EXCLUDE OUR OR YOUR LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) LIMIT OR EXCLUDE ANY OF OUR OR YOUR LIABILITIES IN ANY WAY THAT IS NOT PERMITTED UNDER APPLICABLE LAW.

WE WILL NOT BE LIABLE TO YOU IN RESPECT OF ANY LOSSES ARISING OUT OF EVENTS BEYOND OUR REASONABLE CONTROL. WE WILL ALSO NOT BE LIABLE TO YOU OR ANY OTHER USER FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE WEBSITE OR ANY OF OUR SERVICES OR USE OF RELIANCE UPON ANY CONTENT OR INFORMATION DISPLAYED ON THE WEBSITE.

IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ACCEPT NO LIABILITY FOR ANY OF THE FOLLOWING:

1. ANY BUSINESS LOSSES, SUCH AS LOSS OF PROFITS, INCOME, REVENUE, ANTICIPATED SAVINGS, BUSINESS, CONTRACTS, GOODWILL OR COMMERCIAL OPPORTUNITIES;
2. LOSS OR CORRUPTION OF ANY DATA, DATABASE, FILES, EMAIL OR SOFTWARE;
3. ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU IN RESPECT OF ANY LOSSES ARISING UNDER OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OUR CONTRACT WITH YOU, OUR SERVICES AND/OR THE WEBSITE EXCEED A SUM EQUAL TO THE TOTAL SUMS PAID BY YOU, IF ANY, TO US FOR ACCESS TO THE WEBSITE AND/OR OUR SERVICES IN THE THREE CALENDAR MONTHS PRIOR TO THE DATE OF THE LOSS GIVING RISE TO LIABILITY PURSUANT TO THIS CLAUSE. THIS CLAUSE SHALL SURVIVE TERMINATION OF THE CONTRACT BETWEEN YOU AND US.

This provision does not affect your statutory rights.

Waiver and Severability of terms

No waiver of rights by us shall be effective unless made in writing and notified to you. Any delay or forbearance by us in enforcing our rights against you will not affect our ability to do so. Any waiver by us of any breach shall only apply in respect of that breach and will not affect our ability to enforce our rights against you in respect of any other breach of these terms and conditions. If any of these terms and conditions is deemed invalid, void, or for any reason unenforceable, that term or condition will be deemed severed and will not affect the validity and enforceability of any remaining term or condition.

Applicable law and jurisdiction

If you are a consumer, please note that these terms and conditions, their subject matter and the contract formed with you, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms and conditions, their subject matter and the contract formed with you (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

General terms

You may not transfer any of your rights under these terms and conditions to any other person. You are granted by us a personal, non-exclusive and non-transferable right to use the Website and our services in accordance with and subject to these terms and conditions. We may transfer our rights under these terms and conditions as we see fit and where we reasonably believe your rights will not be affected, including but not limited to novating any contract between you and us to a third party, which you hereby irrevocably consent to in advance.

These terms and conditions together with the documents referred to herein contain the whole agreement between you and us relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation thereto.

You accept and acknowledge that in accepting these terms and conditions and entering into any contract with us, you have not relied and do not rely on any undertaking, promise, assurance, statement, representation or understanding (whether in writing or not) of any person (whether a party to such terms and conditions and/or contract or not) relating to the subject matter of these terms and conditions and/or any such contract.

Questions or comments

Any questions or comments about the Website or any part of it can be directed to us at admin@directenglish.com or [address or phone number].

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