



# Terms and conditions

These terms and conditions apply to Services provided by ¡Aprender Ya!,

**Owner:** Raquel de los Reyes Díaz  
**Business name:** ¡Aprender Ya!  
**KVK:** 55470866 (Dutch Chamber of Commerce registration number)  
**Address:** Geijenbreek 47, Landsmeer 1121KL, Netherlands.  
**email:** aprenderya.raquel@gmail.com

These terms and conditions are in addition to the Website Disclaimer and apply to the sale of any Online Course. Please read these terms and conditions carefully before purchasing an Online Course and print off a copy for your records.

If there is any conflict between ¡Aprender Ya! online Website Disclaimer, these terms and conditions and any Course Specific Terms and Conditions which might apply to a specific Online Course then the conflict shall be resolved by applying the following order of priority:

1. Course Specific Terms and Conditions;
2. These Standard Terms for the Purchase Online Courses;
3. Website Disclaimer.

By ordering the lessons via our site and paying the invoice you agree to the terms of this agreement which will bind you. If you do not agree to these terms and conditions you must cease to continue to purchase any Services from us.

## 1. Definitions

“Confidential Information” means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party’s business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

“Course Materials” means the information provided by ¡Aprener Ya! to accompany a course provided as part of the Services.

“Fees” means the fees paid by you to ¡Aprender Ya! for the Services.

“Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, trademarks, rights in or



relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

“Online Course” means the delivery by us of an online course pursuant to which you learn course materials remotely.

“Services” means the provision of the Online Course and/or the Course Materials together as agreed and purchased by you through the Website.

“Website” means <https://aprenderya.weebly.com/online-lessons.html>

“you” means the individual purchasing the Services.

For the purpose of the Terms and conditions: if You are a parent, guardian, or other person who enables a Child access to the Services, You agree to put Yourself in the place of such Child for the purposes to completely repair, in the case of damages or indemnification of which no claim can go against a Child, due to his or her age. We reserve the right, at Our discretion, to modify the Terms of Service at any time. In doing this, ¡Aprender Ya! will communicate these changes through Our Website or any other reasonable means.

## **2. The Services**

2.1. A description of the Services is available in <https://aprenderya.weebly.com/online-lessons.html>. The teacher will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. ¡Aprender Ya! reserves the right to vary or withdraw any of the Services described on the Website without notice.

2.3 ¡Aprender Ya! expects you to confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the Services.

2.4 Classes are booked at least 24 hours in advance by email. Time changes and class cancellations are possible and free of charge if they are notified at least 24 hours in advance by email. If they are notified within 24 hours before the start of the class, the total amount of the class will be charged. Student’s absences will be charged. Each lesson lasts 45 minutes

2.5 The trial lesson is free and it lasts around 30 minutes. The students is under no obligation whatsoever to take any more lessons after trying this one. If the student needs to change the trial lesson time or date, it is requested that he/she notifies it 24 hours in advance.



2.6 All lessons packages are valid for 6 months from the day of purchase.

### **3. Purchasing Services via the Website**

3.1. In order to purchase any of the Services on-line you may fill in our online "aanmelden" form.

3.2. When you place an order for a Service via the website, you are offering to purchase the Services on these terms and conditions. ¡Aprender Ya! reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.4 below.

3.3. Following receipt by ¡Aprender Ya! of your order for Services via the Website, ¡Aprender Ya! will contact you confirming receipt of your order.

3.4. A legally binding agreement between ¡Aprender Ya! and you shall come into existence when ¡Aprender Ya! has:

- (a) accepted your offer to purchase Services by sending you an email confirming the purchase;
- (b) received payment of the relevant Fees from you in accordance with clause 5 below.

3.5. Where your order consists of multiple Online Courses, each individual course will be treated by ¡Aprender Ya! as a separate offer to purchase. Acceptance of your offer to buy one or more courses will not be acceptance by ¡Aprender Ya! of your offer to purchase any other courses which make up your order.

3.6. ¡Aprender Ya! does not and is not responsible for booking any examination with any professional body or examination board. It is your responsibility to ensure that you book prior to the relevant closing date any exam necessary that you wish to take and which may or may not be associated with the subject matter of the Services provided to you by ¡Aprender Ya!.

### **4. Cancellation and Variation**

4.1. Subject to clause 4.2 below, where ¡Aprender Ya! has accepted / confirmed the Services being purchased by you and formed a legally binding agreement with you in accordance with clause 3.4 above, then you are permitted within 14 working days starting on the day after the date we have concluded our agreement in accordance with clause 3.3, to cancel your purchase of the Services.

4.2. If you have purchased an Online Course and have started to use that Online Course then you shall have no right to cancel your order.



4.3. Notwithstanding clause 4.1 there is no other right to cancel or vary your purchase of Services and any other cancellation and / or variation of course dates will be at the entire discretion of ¡Aprender Ya!.

## **5. Fees**

5.1. The Fees for the Services shall be as set out on the Website at the time you placed an order for them.

5.2. Unless otherwise specified at the time you purchase the Services the Fees are exclusive of VAT or other local taxes, the cost of some Course Materials and any delivery costs payable in respect of the delivery of Course Material to you. Each of these costs will be set out in the Website prior to your purchase the Services. Some course materials are optional and will be discussed during the course itself.

5.3. Save where specifically stated otherwise on the Website, all Fees shall be exclusive of any amounts payable to any professional body for registration and examination entry. These are payable by you directly to the relevant professional body or examination board and we accept no responsibility or liability for your failure to book your exam with the relevant professional body or examination.

5.4. Fees for the Service selected by you on the Website shall be debited from your credit / debit card at the time of purchase. Fees must be paid in full prior to you attending any Taught Course or accessing any Online Course.

5.5. Any fees charged by your debit or credit card provider in connection with your purchase of Services are for your own account and ¡Aprender Ya! shall not be responsible for these.

5.6. You shall be responsible for all costs you incur in connection with your access onto any Online Course.

5.7 Payments are made via PayPal, credit card, or bank transfer. Payments are made in advance before the first lesson. Once the payment is received, the first lesson may be booked. Payments are not refunded if the student decides not to continue with the classes. All payments expire after 6 months.

## **6. Liability**

6.1. No part of the provision of the Services shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of investment advice.



6.2. Although ¡Aprender Ya! aims to provide the Services to the highest standards of the industry, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the programmes or Course Materials and any reliance by Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

6.3. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the Services. Subject to clause 6.5 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

6.4. Subject to clause 6.5 below, ¡Aprender Ya! total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by us in connection with the relevant Online Course in relation to which a dispute has arisen.

6.5. Nothing in this Agreement shall exclude or limit ¡Aprender Ya! liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under English law may not be limited or excluded.

6.6. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

## **7. Intellectual Property**

7.1. All Intellectual Property Rights in the Course Materials and Online Courses are, and remain, the intellectual property of ¡Aprender Ya! or its licensors, whether adapted, written for or customised for the Client or not.

7.2. You are not authorised to:-

(i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;

(ii) record on video or audio tape, relay by videophone or other means the Online Course

(iii) use the Course Materials in the provision of any other course or training whether given by us or any third party trainer;

(iv) remove any copyright or other notice of ¡Aprender Ya! on the Course Materials;

(v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.



Breach by you of this clause 7.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services.

7.3 You agree that ¡Aprender Ya! is authorized to record the Classes taken by you or your child. ¡Aprender Ya! will have full, exclusive and complete intellectual property rights to all of the recorded videos. ¡Aprender Ya! agrees to strictly keep all of Your personal information confidential. Without Your prior clear written consent, ¡Aprender Ya! shall not make commercial use of any of this information including images of You or Your Child or any information indicating Your or Your Child's identity. ¡Aprender Ya! can reasonably make use of Your information including images, name or other personal information without Your prior consent payment to You if: (1) The image right, name right and other civil legal rights of Yours and Your Child's have been clearly waived; (2) the information is used for the purpose of internal use subject to Your consent to Our Privacy Policy.

## **8. Confidentiality**

8.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it.

8.2. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

8.3. This clause shall continue notwithstanding termination of these terms and conditions.

## **9. Termination**

9.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:

- a. fail to pay when due your Fees;
- b. act in an aggressive, bullying, offensive, threatening or harassing manner towards, any teacher who provides lessons.
- c. cheat or plagiarise any work which you are required to prepare or submit
- d. steal or act in fraudulent or deceitful manner towards ¡Aprender Ya!
- e. are intoxicated through alcohol or illegal drugs while on our premises;
- f. are in breach of these terms and conditions.

9.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality) and 10 (restrictions) shall continue notwithstanding such termination.



## **10. Assignment**

Any Services provided by ¡Aprender Ya! under these terms and conditions are personal to you and cannot be transferred or assigned to any other person.

We shall be entitled to assign these terms and conditions to any other company without prior notice to you.

## **11. Entire Agreement**

These terms and conditions, together with the Website Disclaimer and Privacy Statement are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with ¡Aprender Ya!. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

## **12. Force Majeure**

¡Aprender Ya! shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

## **13. Assignment**

We may assign, transfer, sub-contract any of our rights or obligations to any third party at our discretion.

## **14. Data Protection**

14.1 The nature of the Services provided by ¡Aprender Ya! means that ¡Aprender Ya! will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services you agree to this Use.

14.2 When you register with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of the Services you have purchased and otherwise as required during the normal provision of the course.



14.3 ¡Aprender Ya! may also use the above Data, and similar Data you provide ¡Aprender Ya! in response to surveys, to aggregate user profiles and, unless you click on the relevant button on the Registration Form, provide you with communications. ¡Aprender Ya! will not pass any personal data onto anyone outside of ¡Aprender Ya!.

14.3 To enable ¡Aprender Ya! to monitor and improve our Services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of the Website you visit.

14.4. ¡Aprender Ya! use information such as your User ID, session identifiers and password to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products. ¡Aprender Ya! will only read cookies from your cookie file placed there through your web browser's interaction with the Website.

14.5. ¡Aprender Ya! products may link to third party websites. ¡Aprender Ya! is not responsible for their data policies or procedures or their content.

14.6. ¡Aprender Ya! endeavour to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

14.7. ¡Aprender Ya! may supplement the information that you provide with information ¡Aprender Ya! receives from third parties, such as exam registration bodies or your employer.

14.8. If you wish to change or update the data we hold about you, please e-mail [aprenderya.raquel@gmail.com](mailto:aprenderya.raquel@gmail.com)

## **15. Law and Jurisdiction**

This Agreement is subject to Dutch law and the parties submit to the exclusive jurisdiction of the Dutch courts in connection with any dispute hereunder.

## **16. Notices**

You can contact ¡Aprender Ya! by any of the following methods:

Email: [aprenderya.raquel@gmail.com](mailto:aprenderya.raquel@gmail.com)

Telephone: +31 624 627 871