



# Terms of Use

These Terms govern

- the use of Almina Online Kids Academy English Language Learning Platform, and,
- any other related Agreement or legal relationship with the Almina EduTech – Almina Online Kids Academy

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Although the entire contractual relationship relating to these Products is entered into solely by the Almina EduTech - Almina Online Kids Academy and Users, Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.

Almina Online Kids Academy Language Learning Platform is provided by:  
Almina EduTech - Almina Online Kids Academy

Headquarters: Kingsfordweg  
151 1043 GR, Amsterdam, NL

**Netherlands**

**Owner contact email:** [almina.edutech@onlinekidsacademy.org](mailto:almina.edutech@onlinekidsacademy.org)

" Almina Online Kids Academy Language Learning Platform" refers to

- this website, including its subdomains and any other website through which the Almina EduTech - Almina Online Kids Academy makes its Service available;
- applications for mobile, tablet, and other smart device systems;
- the Application Program Interfaces (API);
- the Service;
- any applications, sample and content files, source code, scripts, instruction sets or software included as part of the Service, as well as any related documentation;

## What the User should know at a glance

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.

- Almina Online Kids Academy Language Learning Platform uses automatic renewal for Product subscriptions. Information about the a) renewal period, b) termination details and c) termination notice can be found in the relevant section of these Terms.
  - The right of withdrawal on Almina Online Kids Academy Language Learning Platform applies to all Users, including those Users that do not qualify as Consumers. The right of withdrawal, also commonly called the right of cancellation in the UK, is consistently referred to as "the right of withdrawal" within this document.
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## TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using Almina Online Kids Academy Language Learning Platform.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using Almina Online Kids Academy Language Learning Platform, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users aren't located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country;
- Users aren't listed on any U.S. Government list of prohibited or restricted parties;

### Account registration

To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner.

Failure to do so will cause unavailability of the Service.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by Almina EduTech - Almina Online Kids Academy.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform Almina EduTech - Almina Online Kids Academy via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

### Conditions for account registration

Registration of User accounts on Almina Online Kids Academy Language Learning Platform is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Accounts registered by bots or any other automated methods are not permitted.
- Unless otherwise specified, each User must register only one account.

- Unless explicitly permitted, a User account may not be shared with other persons.

### **Account termination**

Users can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting Almina EduTech - Almina Online Kids Academy at the contact details provided in this document.

However, termination of the account will not be possible until the subscription period paid for by the User has expired.

### **Account suspension and deletion**

Almina EduTech - Almina Online Kids Academy reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts which it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

## **Content on Almina Online Kids Academy Language Learning Platform**

Unless where otherwise specified or clearly recognizable, all content available on Almina Online Kids Academy Language Learning Platform is owned or provided by Almina EduTech - Almina Online Kids Academy or its licensors.

Almina EduTech - Almina Online Kids Academy undertakes its utmost effort to ensure that the content provided on Almina Online Kids Academy Language Learning Platform infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

### **Rights regarding content on Almina Online Kids Academy Language Learning Platform - All rights reserved**

Almina EduTech - Almina Online Kids Academy holds and reserves all intellectual property rights for any such content.

Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on Almina Online Kids Academy Language Learning Platform, nor allow any third party to do so through the User or their device, even without the User's knowledge.

### **Access to external resources**

Through Almina Online Kids Academy Language Learning Platform Users may have access to external resources provided by third parties. Users acknowledge and accept that Almina EduTech - Almina Online Kids Academy has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

## **Acceptable use**

Almina Online Kids Academy Language Learning Platform and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of Almina Online Kids Academy Language Learning Platform and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, Almina EduTech - Almina Online Kids Academy reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to Almina Online Kids Academy Language Learning Platform or the Service, terminating contracts, reporting any misconduct performed through Almina Online Kids Academy Language Learning Platform or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair Almina EduTech - Almina Online Kids Academy's legitimate interests;
- offend Almina EduTech - Almina Online Kids Academy or any third party.

## **"Tell-a-friend"**

Almina EduTech - Almina Online Kids Academy gives Users the opportunity to receive advantages if, as a result of their recommendation, any new User purchases a Product offered by Almina EduTech - Almina Online Kids Academy.

In order to take advantage of this offer, Users may invite others to purchase the Products on Almina Online Kids Academy Language Learning Platform by sending them a tell-a-friend code provided by Almina EduTech - Almina Online Kids Academy. Such codes can only be redeemed once.

If upon purchase of the Products on Almina Online Kids Academy Language Learning Platform any of the persons invited redeems a tell-a-friend code, the inviting User shall receive the advantage or benefit (such as: a price reduction, an additional service feature, an upgrade etc.) specified on Almina Online Kids Academy Language Learning Platform.

Tell-a-friend codes may be limited to specific Products among those offered on Almina Online Kids Academy Language Learning Platform.

Almina EduTech - Almina Online Kids Academy reserves the right to end the offer at any time at its own discretion.

While no general limitation applies to the number of persons that can be invited, the amount of advantage or benefit that each inviting User can receive, may be limited.

## **Software license**

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to Almina Online Kids Academy Language Learning Platform are held by Almina EduTech - Almina Online Kids Academy and/or its licensors.

Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, Almina EduTech - Almina Online Kids Academy merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means

embedded in the Service within the scope and for the purposes of Almina Online Kids Academy Language Learning Platform and the Service offered.

This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is Almina EduTech – Online Kids Academy’s or its licensors’ sole property.

All rights and license grants to Users shall immediately terminate upon any termination or expiration of the Agreement.

Without prejudice to the above, under this license Users may use and run the software on the permitted number of devices, provided that such devices are common and up-to-date in terms of technology and market standards.

Almina EduTech - Almina Online Kids Academy reserves the right to release updates, fixes and further developments of Almina Online Kids Academy Language Learning Platform and/or its related software and to provide them to Users for free.

New releases may only be available against payment of a fee.

The User may use and run the software on 5 devices.

However, it may not be permitted to run the software on more than one device at a time.

## **API usage terms**

Users may access their data relating to Almina Online Kids Academy Language Learning Platform via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses Almina Online Kids Academy Language Learning Platform, is bound by these Terms and, in addition, by the following specific terms:

- the User expressly understands and agrees that Almina EduTech - Almina Online Kids Academy bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

## **TERMS AND CONDITIONS OF SALE**

### **Paid Products**

Some of the Products provided on Almina Online Kids Academy Language Learning Platform, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of Almina Online Kids Academy Language Learning Platform.

To purchase Products, the User must register or log into the Almina Online Kids Academy Language Learning Platform.

### **Product description**

Prices, descriptions or availability of Products are outlined in the respective sections of Almina Online Kids Academy Language Learning Platform and are subject to change without notice.

While Products on Almina Online Kids Academy Language Learning Platform are presented with the greatest accuracy technically possible, representation on Almina Online Kids Academy Language Learning Platform through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product. The characteristics of the chosen Product will be outlined during the purchasing process.

## **Purchasing process**

Any steps taken from choosing a Product to order submission form part of the purchasing process. The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

## **Order submission**

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires active input from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

## **Prices**

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged. Prices on Almina Online Kids Academy Language Learning Platform are displayed:

- including all applicable fees, taxes and costs;

## **Offers and discounts**

Almina EduTech - Almina Online Kids Academy may offer discounts or provide special offers for the purchase of Products. Any such offer or discount shall always be subject to the eligibility criteria and the terms and conditions set out in the corresponding section of Almina Online Kids Academy Language Learning Platform.

Offers and discounts are always granted at Almina EduTech – Almina Online Kids Academy's sole discretion.

Repeated or recurring offers or discounts create no claim/title or right that Users may enforce in the future.

Depending on the case, discounts or offers shall be valid for a limited time only or while stocks last. If an offer or discount is limited by time, the time indications refer to the time zone of Almina EduTech - Almina Online Kids Academy, as indicated in Almina EduTech - Almina Online Kids Academy 's location details in this document, unless otherwise specified.

## **Coupons**

Offers or discounts can be based on Coupons.

If breach of the conditions applicable to Coupons occurs, Almina EduTech - Almina Online Kids Academy can legitimately refuse to fulfill its contractual obligations and expressly reserves the right to take appropriate legal action to protect its rights and interests.

Notwithstanding the provisions below, any additional or diverging rules applicable to using the Coupon displayed in the corresponding information page or on the Coupon itself shall always prevail.

Unless otherwise stated, these rules apply to the use of Coupons:

- Each Coupon is only valid when used in the manner and within the timeframe specified on the website and/or the Coupon;
- A Coupon may only be applied, in its entirety, at the actual time of purchase – partial use is not permitted;
- Unless otherwise stated, single-use Coupons may only be used once per purchase and therefore may only be applied a single time
- A Coupon cannot be applied cumulatively;
- The Coupon must be redeemed exclusively within the time specified in the offer. After this period, the Coupon will automatically expire, precluding any possibility for the User to claim the relevant rights, including cash-out;
- The User is not entitled to any credit/refund/compensation if there is a difference between the value of the Coupon and the redeemed value;
- The Coupon is intended solely for non-commercial use. Any reproduction, counterfeiting and commercial trade of the Coupon is strictly forbidden, along with any illegal activity related to the purchase and/or use of the Coupon.

## **Methods of payment**

Information related to accepted payment methods are made available during the purchasing process. Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of Almina Online Kids Academy Language Learning Platform.

Payment methods marked accordingly are managed directly by Almina EduTech - Almina Online Kids Academy. In this case, Almina EduTech - Almina Online Kids Academy collects and stores the data necessary for the processing of payments and for fulfilling any legal obligation related to them. The User may read the privacy policy of Almina EduTech - Almina Online Kids Academy to learn more about the data processing and Users' rights regarding their data.

Other payment methods – if any – are independently provided by third-party services. In such cases Almina EduTech - Almina Online Kids Academy collects no payment information – such as credit card details – but only receives a notification from the relevant third-party provider once the payment has been successfully completed.

If payment through the available methods fail, Almina EduTech - Almina Online Kids Academy shall be under no obligation to fulfil the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by the User.

## **Authorization for future PayPal payment**

If Users authorize the PayPal feature which allows future purchases, Almina EduTech - Almina Online Kids Academy will store an identification code linked to the Users' PayPal account. This will authorize Almina EduTech - Almina Online Kids Academy to automatically process payments for future purchases or recurring installments of past purchases.

This authorization can be revoked at any time, either by contacting Almina EduTech - Almina Online Kids Academy or by changing the user settings offered by PayPal.

## **Retention of usage rights**

Users do not acquire any rights to use the purchased Product until the total purchase price is received by Almina EduTech - Almina Online Kids Academy.

## **Contractual right of cancellation**

Almina EduTech - Almina Online Kids Academy grants Users a contractual right to cancel the purchase under the terms and conditions described in the relevant section of Almina Online Kids Academy Language Learning Platform within 30 days of concluding the contract.

## **Delivery**

### **Performance of services**

The purchased Service shall be performed or made available within the timeframe specified on Almina Online Kids Academy Language Learning Platform or as communicated before the order submission.

## **Contract duration**

### **Trial period**

Users have the option to test Almina Online Kids Academy Language Learning Platform or selected Products during a limited and non-renewable trial period, at no cost. Further conditions applicable to the trial period, including its duration, will be specified on Almina Online Kids Academy Language Learning Platform.

The trial period shall automatically convert into the equivalent paid Product, unless the User cancels the purchase before the trial period expires.

### **Subscriptions**

Subscriptions allow Users to receive a Product continuously or regularly over a determined period of time.

Paid subscriptions begin on the day the payment is received by Almina EduTech - Almina Online Kids Academy.

In order to maintain subscriptions, Users must pay the required recurring fee in a timely manner. Failure to do so may cause service interruptions.

### **Fixed-term subscriptions**

Paid fixed-term subscriptions start on the day the payment is received by Almina EduTech - Almina Online Kids Academy and last for the subscription period chosen by the User or otherwise specified during the purchasing process.

Once the subscription period expires, the Product shall no longer be accessible, unless the User renews the subscription by paying the relevant fee.

Fixed-term subscriptions may not be terminated prematurely and shall run out upon expiration of the subscription term.

### **Automatic renewal**

Subscriptions are automatically renewed through the payment method that the User chose during purchase, unless the User cancels the subscription within the deadlines for termination specified in the relevant section of these Terms and/or Almina Online Kids Academy Language Learning Platform.

The renewed subscription will last for a period equal to the original term.



## Termination

Recurring subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to Almina EduTech - Almina Online Kids Academy using the contact details provided in this document, or — if applicable — by using the corresponding controls inside Almina Online Kids Academy Language Learning Platform.

### Termination notice

If the notice of termination is received by Almina EduTech - Almina Online Kids Academy before the subscription renews, the termination shall take effect as soon as the current period is completed.

## User rights

### Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

### Who the right of withdrawal applies to

The right of withdrawal is a right designed for European Consumers in the case of distance contracts (because the User is not able to see or try the Products before closing the contract). Withdrawal from the contract terminates the obligation of the contracting parties to perform the contract.

On Almina Online Kids Academy Language Learning Platform the right of withdrawal applies to all Users.

Unless any exception mentioned below applies, if any, Users have a right to withdraw from the contract within the specified period applicable to their case, for any reason and without justification.

### Exercising the right of withdrawal

To exercise their right of withdrawal, Users must send to Almina EduTech - Almina Online Kids Academy an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use the model withdrawal form available from within the "definitions" section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.

When does the withdrawal period expire?

- **Regarding the purchase of a service**, the withdrawal period expires 14 days after the day that the contract is entered into, unless the User has waived the withdrawal right.

### Effects of withdrawal

Users who correctly withdraw from a contract will be reimbursed by Almina EduTech - Almina Online Kids Academy for all payments made to Almina EduTech - Almina Online Kids Academy, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by Almina EduTech - Almina Online Kids Academy, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which Almina EduTech - Almina Online Kids Academy is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using

the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

**...on the purchase of services**

Where a User exercises the right of withdrawal after having requested that the Service be performed before the withdrawal period expires, the User shall pay to Almina EduTech - Almina Online Kids Academy an amount which is in proportion to the part of Service provided.

Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of Service provided until the time the User withdraws, compared with the full coverage of the contract.

**Contractual withdrawal period extension**

In addition, and without prejudice to the statutory right of withdrawal or any other statutory rights, including guarantee rights, Almina EduTech - Almina Online Kids Academy grants Users a contractual right to withdraw from the contract within 30 days. Users can therefore withdraw from the contract even once the statutory withdrawal period has expired.

The contractual extension of the withdrawal period is subject to the same conditions stated for the statutory right of withdrawal, including those for determining the beginning and the end of the withdrawal period.

## **Guarantees**

### **Money-back-guarantee for goods**

Without prejudice to any applicable statutory rights, Almina EduTech - Almina Online Kids Academy grants Users the right to cancel a purchase they are unsatisfied with, and obtain a refund, within 30 days from the day on which the purchased goods have been delivered.

Almina EduTech - Almina Online Kids Academy shall refund the price of the Product purchased using the same payment method as the original transaction.

In order to make use of this right, Users must send an unambiguous notice to Almina EduTech - Almina Online Kids Academy. While a motivation is not required, Users are kindly asked to specify the reason why they are claiming the money-back-guarantee.

### **Money-back-guarantee for services**

Without prejudice to any applicable statutory rights, Almina EduTech grants Users the right to cancel the purchase of a service they are unsatisfied with, and obtain a refund, within 30 days from the day on which the contract was entered into.

Almina EduTech - Almina Online Kids Academy shall refund the price of the Product purchased using the same payment method as the original transaction.

In order to make use of this right, Users must send an unambiguous notice to Almina EduTech - Almina Online Kids Academy. While a motivation is not required, Users are kindly asked to specify the reason why they are claiming the money-back-guarantee.

Upon receipt of such notice, Almina EduTech - Almina Online Kids Academy will verify that all conditions applicable to the money-back-guarantee are fulfilled and, if so, refund the purchase price. In this case, Users will no longer have access to the purchased Service.

## Liability and indemnification

### EU Users

#### Indemnification

The User agrees to indemnify and hold Almina EduTech - Almina Online Kids Academy and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable use of or connection to the Service, violation of these Terms, infringement of any third-party rights or statutory provision by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

#### Limitation of liability

Unless otherwise explicitly stated and without prejudice to applicable statutory product liability provisions, Users shall have no right to claim damages against Almina EduTech - Almina Online Kids Academy (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of an essential contractual obligation such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as Almina Online Kids Academy Language Learning Platform has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, Almina EduTech - Almina Online Kids Academy shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

In particular, within the limits stated above, Almina EduTech - Almina Online Kids Academy shall not be liable for:

- any loss of business opportunities and any other loss, even indirect, that may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);
- damages or losses resulting from interruptions or malfunctions of Almina Online Kids Academy Language Learning Platform due to acts of force majeure, or unforeseen and unforeseeable events and, in any case, independent of the will and beyond the control of Almina EduTech - Almina Online Kids Academy, such as, but not limited to, failures or disruptions of telephone or electrical lines, the Internet and / or other means of transmission, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the delivery of products, third-party services or applications;
- any losses that are not the direct consequence of a breach of the Terms by Almina EduTech - Almina Online Kids Academy;
- any damage, prejudice or loss occurring due to viruses or other malware contained in or connected to files available for download from the internet or via Almina EduTech - Almina Online Kids Academy. Users are responsible for implementing sufficient security measures – such as anti-viruses and firewalls to prevent any such infection or attack and for securing backup copies of all data or information exchanged via or uploaded to Almina Online Kids Academy Language Learning Platform.

Notwithstanding the above, the following limitation applies to all Users not qualifying as Consumers: In any event of liability, the compensation may not exceed the total payments that have been, will be or would be received by Almina EduTech - Almina Online Kids Academy from the User based on the contract over a period of 12 months, or the period of the duration of the Agreement, if shorter.

## **Australian Users**

### **Limitation of liability**

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar State and Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at Almina EduTech - Almina Online Kids Academy's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

## **US Users**

### **Disclaimer of Warranties**

Almina Online Kids Academy Language Learning Platform is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, Almina EduTech - Almina Online Kids Academy expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by user from owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, Almina EduTech - Almina Online Kids Academy, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at users own risk and users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

Almina EduTech - Almina Online Kids Academy does not warrant, endorse, guarantee, or assume responsibility for any product or Service advertised or offered by a third party through the Service or any hyperlinked website or Service, and Almina EduTech - Almina Online Kids Academy shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. Almina EduTech - Almina Online Kids Academy cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

### **Limitations of liability**

To the maximum extent permitted by applicable law, in no event shall Almina EduTech - Almina Online Kids Academy, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorized access to or use of Almina EduTech -- Almina Online Kids Academy's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party. In no event shall Almina EduTech - Almina Online Kids Academy, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to Almina EduTech - Almina Online Kids Academy hereunder in the preceding 12 months, or the period of duration of this agreement between Almina EduTech - Almina Online Kids Academy and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if company has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

## **Indemnification**

The User agrees to defend, indemnify and hold Almina EduTech- Almina Online Kids Academy and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if

- applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's willful misconduct; or
  - statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

## **Common provisions**

### **No Waiver**

Almina EduTech - Almina Online Kids Academy's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

### **Service interruption**

To ensure the best possible service level, Almina EduTech - Almina Online Kids Academy reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, Almina EduTech - Almina Online Kids Academy may also decide to suspend or terminate the Service altogether. If the Service is terminated, Almina EduTech - Almina Online Kids Academy will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the Service might not be available due to reasons outside Almina EduTech- Almina Online Kids Academy's reasonable control, such as "force majeure" (eg. labor actions, infrastructural breakdowns or blackouts etc).

### **Service reselling**

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of Almina Online Kids Academy Language Learning Platform and of its Service without Almina EduTech - Almina Online Kids Academy's express prior written permission, granted either directly or through a legitimate reselling programme.

### **Privacy policy**

To learn more about the use of their Personal Data, Users may refer to the privacy policy of Almina EduTech - Almina Online Kids Academy.

### **Intellectual property rights**

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to Almina Online Kids Academy Language Learning Platform are the exclusive property of Almina EduTech – Almina Online Kids Academy or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with Almina Online Kids Academy Language Learning Platform are, and remain, the exclusive property of Almina EduTech – Almina Online Kids Academy or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

## **Changes to these Terms**

Almina EduTech - Almina Online Kids Academy reserves the right to amend or otherwise modify these Terms at any time. In such cases, Almina EduTech - Almina Online Kids Academy will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User for the future.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service. Failure to accept the revised Terms, may entitle either party to terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from Almina EduTech - Almina Online Kids Academy.

If required by applicable law, Almina EduTech - Almina Online Kids Academy will specify the date by which the modified Terms will enter into force.

## **Assignment of contract**

Almina EduTech – Almina Online Kids Academy reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of Almina EduTech - Almina Online Kids Academy.

## **Contacts**

All communications relating to the use of Almina EduTech - Almina Online Kids Academy must be sent using the contact information stated in this document.

## **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

## **US Users**

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and Almina EduTech - Almina Online Kids Academy with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

## **EU Users**

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

## **Authoritative version of these Terms**

These Terms are drawn up and revised in English. Other language versions of these Terms are provided for information purposes only. In the event of any inconsistency between different linguistic versions, the original version shall always prevail.

## **Governing law**

These Terms are governed by the law of the place where Almina Edutech - Almina Online Kids Academy is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

## **Exception for European Consumers**

However, regardless of the above, if the User qualifies as a European Consumer and has their habitual residence in a country where the law provides for a higher consumer protection standard, such higher standards shall prevail.

## **Venue of jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where Almina Edutech - Almina Online Kids Academy is based, as displayed in the relevant section of this document.

## **Exception for European Consumers**

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in Switzerland, Norway or Iceland.

## **UK Consumers**

Consumers based in England and Wales may bring legal proceedings in connection with these Terms in the English and Welsh courts. Consumers based in Scotland may bring legal proceedings in connection with these Terms in either the Scottish or the English courts. Consumers based in Northern Ireland may bring legal proceedings in connection with these Terms in either the Northern Irish or the English courts.



## **US Users**

Each party specifically waives any right to trial by jury in any court in connection with any action or litigation.

Any claims under these terms shall proceed individually and no party shall join in a class action or other proceeding with or on behalf of others.

## **US Users**

### **Surviving provisions**

This Agreement shall continue in effect until it is terminated by either Almina EduTech - Almina Online Kids Academy or the User. Upon termination, the provisions contained in these Terms that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- the User's grant of licenses under these Terms shall survive indefinitely;
- the User's indemnification obligations shall survive for a period of five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, shall survive indefinitely.

## **Dispute resolution**

### **Amicable dispute resolution**

Users may bring any disputes to Almina EduTech - Almina Online Kids Academy who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of Almina Online Kids Academy Language Learning Platform or the Service, Users are kindly asked to contact Almina EduTech - Almina Online Kids Academy at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to Almina EduTech - Almina Online Kids Academy's email address specified in this document.

Almina EduTech - Almina Online Kids Academy will process the complaint without undue delay and within 3 days of receiving it.

### **Online dispute resolution for Consumers**

The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving any dispute related to and stemming from online sale and service contracts.

As a result, any European Consumer can use such platform for resolving any dispute stemming from contracts which have been entered into online. The platform is [available at the following link](#).

## Definitions and legal references

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### **Almina EduTech – Almina Online Kids Academy (or this Application)**

The property that enables the provision of the Service.

### **Agreement**

Any legally binding or contractual relationship between Almina EduTech-Almina Online Kids Academy and the User, governed by these Terms.

### **Business User**

Any User that does not qualify as a Consumer.

### **Coupon**

Any code or voucher, in print or electronic form, which allows the User to purchase the Product at a discounted price.

### **European (or Europe)**

Applies where a User is physically present or has their registered offices within the EU, regardless of nationality.

### **Example withdrawal form**

*Addressed to:*

*Almina EduTech-Almina Online Kids Academy Kingsfordweg 151 1043 GR, Amsterdam, NL*

*almina.edutech@onlinekidsacademy.org*

*I/We hereby give notice that I/we withdraw from my/our contract of sale of the following goods/for the provision of the following service:*

\_\_\_\_\_ *(insert a description of the goods/services that are subject to the respective withdrawal)*

- *Ordered on:* \_\_\_\_\_ *(insert the date)*
- *Received on:* \_\_\_\_\_ *(insert the date)*
- *Name of consumer(s):* \_\_\_\_\_
- *Address of consumer(s):* \_\_\_\_\_
- *Date:* \_\_\_\_\_

*(sign if this form is notified on paper)*

### **Owner (or We)**

Indicates the natural person(s) or legal entity that provides Almina Online Kids Academy Language Learning Platform and/or the Service to Users.

### **Product**

A good or service available for purchase through Almina Online Kids Academy Language Learning Platform, such as e.g. physical goods, digital files, software, booking services etc.

The sale of Products may be part of the Service.

### **Service**

The Service provided by Almina EduTech - Almina Online Kids Academy as described in these Terms and on Almina Online Kids Academy Language Learning Platform.

**Terms**

All provisions applicable to the use of Almina Online Kids Academy Language Learning Platform and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

**User (or You)**

Indicates any natural person or legal entity using Almina Online Kids Academy Language Learning Platform.

**Consumer**

Any User qualifying as a natural person who accesses goods or services for personal use, or more generally, acts for purposes outside their trade, business, craft or profession.

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