

## TERMS OF SERVICE

### 1. ACCEPTANCE OF TERMS

We, e-Language Learning LLC, provide to you service (“the Service”) enabled by a software system *Speak Everywhere* (“the Software”), subject to the following Terms of Service (“TOS”), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at the present URL.

By using the Service, you agree to be bound by the TOS. It is your responsibility to regularly check the present URL to review the most current TOS.

### 2. DESCRIPTION OF SERVICE

We, e-Language Learning LLC, provide you with access to online services that allow you to create oral language practice over the Internet, assign them to your students, monitor/grade their performances, and give feedback. Unless explicitly stated otherwise, any new features that augment or enhance the current services, including the release of new e-Language Learning services, shall be subject to the TOS. E-Language Learning licenses the Software from Purdue Research Foundation. As such, you understand and agree that all services enabled by the Software are provided "AS-IS" and that e-Language Learning assumes no responsibility for the timeliness of delivery of new versions, code updates, or bug fixes.

E-Language Learning rents its server(s) from iWeb Technologies Inc. and has no physical control over them. The server(s) have redundancy built-in and user data are constantly backed up, but there is always a possibility of hardware outage, failure, or other problems. You agree not to hold e-Language Learning responsible for loss of data or temporary loss of service due to hardware issues.

In order to use the Service, you must have an internet connection and a suitably configured computer. The Software has been tested to work well on an adequately configured computer with a regular internet connection. Therefore, you understand and agree that e-Language Learning assumes no responsibility for your inability to run the Software on your own computer system.

### 3. FEES

You agree to pay applicable fees for the Service in a timely fashion. You understand and agree that at the time of an annual renewal, your late payment may result in account removal and erasure of all data (i.e. exercises and tests) in your account. You further acknowledge that e-Language Learning reserves the right to change the fee structure at any time without notice. The most current fees are posted [here](#).

### 4. REGISTRATION

In order to use the Service, you must have a valid user ID and password. To register as a user, you agree to supply your name, a valid email address, and your school name. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account.

You agree to:

- use your account individually and not share it with others.
- not hold e-Language Learning liable for any loss or damage arising from your failure to comply with this Article 4.

If you provide any information that is untrue, inaccurate, not current or incomplete, or e-Language Learning has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, e-Language Learning has the right to suspend or terminate your account and refuse any and all current or future use of the Service.

## 5. PRIVACY POLICY

Our privacy policy may be viewed [here](#). By consenting to the TOS, you also consent to our privacy policy.

## 6. CONTENT

You are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content") that you hold in your account. E-Language Learning bears no responsibility for any of the Content that you place in your account.

You acknowledge that e-Language Learning does not monitor the Content, but that e-Language Learning shall have the right (but not the obligation) in their sole discretion to refuse, move or delete any Content that is in your account that violates the TOS or is otherwise objectionable in e-Language Learning's sole discretion.

You agree to use the Service in a diligent, proper and lawful manner and to abstain from an intentional or unintentional violation of any applicable local, state, national or international law or any rights (trademark, trade secret, copyright or other proprietary rights). If you are found to be in violation, e-Language Learning retains the right to terminate your account at any time without warning.

You acknowledge and agree that e-Language Learning may also disclose the content in your account if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of e-Language Learning, its users and the public.

## 7. TERMINATION

You can cancel the Service at any time by contacting e-Language Learning. After cancellation, you will no longer have access to the data held in your account and the data may be deleted permanently by e-Language Learning.

## 8. RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Software, use of the Service, or access to the Service.

#### 9. INDEMNITY

You agree to indemnify and hold e-Language Learning and its affiliates, officers, directors, or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

#### 10. PROPRIETARY RIGHTS PERTAINING TO SPEAK EVERYWHERE

You acknowledge and agree that the Service and the Software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to reverse-engineer, modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Software, in whole or in part.

E-Language Learning grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree neither to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by e-Language Learning for use in accessing the Service.

#### 11. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

E-Language Learning expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

E-Language Learning does not assume any responsibility for any improvement of your language learning or other skills for which the Service is utilized.

E-Language Learning is not responsible for any damage, direct or indirect loss of data, or other harm to business arising out of delays, mis-delivery or non-delivery of information, restriction or loss of access, bugs or other errors, unauthorized use due to your sharing of access to the Service, or other interaction with the Service.

#### 12. APPLICABLE LEGISLATION AND JURISDICTION

The terms of the TOS are governed by the laws of the State of Indiana without regard to choice of law issues. Each party consents to the jurisdiction of the Circuit Court of Tippecanoe County, Indiana for any suit against the other party relating to this Agreement, and agrees to file any such suit in one of those

courts. The parties exclude in its entirety the application to the Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

### 13. CONTACT

Please contact us for any question you might have or report any violations of the TOS to [ceo@e1111c.com](mailto:ceo@e1111c.com).

(Last update: 5/12/2011)