

The Terms of Use below is effective for all Users  
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## Language Stars Terms of Use

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the <https://www.LanguageStars.com> website (the "Service") operated by Language Stars, LLC, a limited liability company organized under the laws of the state of Illinois ("Language Stars", "us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

### Use of This Web Site

Our website provides information concerning children's foreign language learning classes offered by Language Stars, LLC. The information on our web site is for information purposes only. It is believed to be reliable, but we do not warrant its completeness, timeliness or accuracy. User accesses, uses, and relies upon such content at user's own risk.

### Content

You agree not to post to any site, forum, or social media account of Language Stars or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("**Content**" means the transmission of information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials generated by a user) that:

- is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, pornography, sexually explicit material or offensive subject matter;
- provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own;



- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- violates any intellectual property or other proprietary right of any third party, including Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information from other Users;
- involves commercial activities and/or sales without Language Star's prior written consent, such as contests, sweepstakes, barter, advertising, and/or pyramid schemes;
- includes a photograph of another person that you have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights;
- denigrates, ridicules, or demeans another person; or
- contains a virus or other harmful component.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the web site in a manner that sends more request messages to the Language Stars servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.


### **Intellectual Property**

The Service and its original content features and functionality are and will remain the exclusive property of Language Stars. The Service is protected by copyright, trademark, and other laws of the United States, United Kingdom and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Language Stars.

### **Third-Party Sites**

Our Service uses and may contain links to third-party web sites or services that are not owned or controlled by Language Stars.





Language Stars has no control over, and assumes no responsibility for, the availability, content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### **Indemnification**

Any information provided to Language Stars by the User is truthful to the best of the User's knowledge and in the event any such information changes, the User shall notify us of any such change within a reasonable amount of time. You agree to defend, indemnify and hold harmless Language Stars, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service; b) a breach of these Terms, or c) Content posted on any site or social media account of the Service.

### **Limitation of Liability**

No license to the user is implied in these disclaimers. Nothing herein shall be construed as limiting or reducing Language Stars' responsibilities and obligations to clients in accordance with applicable laws and regulations.

In no event shall Language Stars, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third-party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.





## **Disclaimer**

Your use of the Service is at your sole risk. The Service are provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance

Language Stars, its subsidiaries, affiliates, and its licensors do not warrant that a) the Services will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service are free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

We are not responsible for any virus or malware, and related harm, injury and damage, of any nature that your computer or other devices become in contact with while you are using our web site, tools or services. Please maintain up to date anti-virus anti-malware software at all time while you are using our web site, and related tools, services and functions.

Additionally, Language Stars retains the right to add, delete, change or otherwise alter or amend Service content at any time, with or without notice, at its sole discretion.

## **Availability, Errors and Inaccuracies**


We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## **Exclusions**

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will Language Stars ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service, these Terms, the subject matter of these Terms, the termination of these Terms or otherwise,





including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by Language Stars, or any person for whom Language Stars is responsible, and even if Language Stars has been advised of the possibility of such loss or damage being incurred.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### **Governing Law**

We will try to solve any disagreements quickly and efficiently. The Site Terms and Conditions, and any dispute concerning or relating to the web site or your use of the web site, shall be governed by the laws of the state of Illinois without regard to conflict of laws principles. Any actions initiated against Language Stars shall be brought in the state or federal courts in, or nearest to, Cook County, Illinois, as appropriate. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

The caption to each Section of these Site Terms are for convenience of reference only and shall be ignored in the construction or interpretation hereof.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the Service.





## **Privacy Policy**

Please refer to our Privacy Policy. You agree that they constitute part of these terms. You must read our Privacy Policy before you use the Service.

## **Contact Us**

If you have any questions about the rights and restrictions above, please contact us at [info@languagestars.com](mailto:info@languagestars.com)

Mailing Address: 125 S. Clark Street, Floor 17. Chicago, IL 60603

Phone Number: 866.55.Stars

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**Language Stars**