

# AE— Terms of Use

## Agreement between You and American English

Last Updated Date:

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS**”) CAREFULLY. BY ACCESSING OR USING OUR WEBSITE IN ANY WAY, INCLUDING USING THE SERVICES ENABLED BY CLICKING THE “I ACCEPT” CHECK BOX, OR MERELY BROWSING THE WEBSITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THIS PLATFORM OR THE SERVICES.**

THESE TERMS INCLUDE A CLASS ACTION WAIVER AND WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

The Services include, but are not limited to, Buying Courses and Training that entities (“**Entities**”) may subscribe to and provide to their students, or teachers and students (“**Teachers**” and “**Students**”) in connection with courses (each, a “**Course**”). American English provides an account that enables a designated User to manage the Services, manage student and teacher access to the Services, and provide general support on behalf of an Entity. “User” means any user of the Services, including students, teachers and entities.

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY AMERICAN ENGLISH AT ITS SOLE DISCRETION AT ANY TIME. When changes are made, AMERICAN ENGLISH will make a new copy of the Terms available at the Website. We will also update the “Last Updated” date at the top of the Terms. If we make any material changes, and you have registered to use the Services, we will also send an e-mail to you at the last e-mail address you provided to us. Any changes to the Terms will be effective immediately for new Users of the Website or Services and will be effective thirty (30) days after posting of notice of such changes on the Website for existing Users. AMERICAN ENGLISH may require you to provide consent to the updated Terms in a specified manner before further use of the Website or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Platform and/or the Services. Otherwise, your continued use of the Platform and/or the Services constitutes your acceptance of

such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

**1. Use of the Services and AMERICAN ENGLISH Properties.** The Website, the Services, and the information and content made available ("**Content**") by AMERICAN ENGLISH on the Website and in the Services (collectively, the "**AMERICAN ENGLISH Properties**") are protected by copyright laws throughout the world. Subject to the Terms, AMERICAN ENGLISH grants you a limited license to reproduce portions of the AMERICAN ENGLISH Properties for the sole purpose of using the Services for your personal purposes or, in the event you are an teacher or Entity, your educational or corporate purposes.

**1.2 Certain Restrictions.** The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the AMERICAN ENGLISH Properties, (b) you shall not use framing techniques to enclose any trademark, logo, or other AMERICAN ENGLISH Properties; (c) you shall not use any meta tags or other "hidden text" using AMERICAN ENGLISH'S name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the AMERICAN ENGLISH Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to "scrape" or download data from any web pages contained in the Website; (f) except as expressly stated herein, no part of the AMERICAN ENGLISH Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the AMERICAN ENGLISH Properties. Any future release, update or other addition to the AMERICAN ENGLISH Properties shall be subject to the Terms. AMERICAN ENGLISH reserves all rights not granted in the Terms. Any unauthorized use of the AMERICAN ENGLISH Properties terminates the licenses granted by AMERICAN ENGLISH pursuant to the Terms.

**2. Registration.** In order to access certain features of the AMERICAN ENGLISH Properties you must create an account ("**Account**"). Certain features are only available to teacher/Entity Accounts.

**2.1 Entity/teacher Accounts.** If you are an teacher, AMERICAN ENGLISH will provide you with access to an teacher Account, provided that you (1) provide any necessary information about you and/or your school when registering the Account ("**Registration Data**") and (2) accept the Terms. Using your teacher Account, you may create invitations for student Accounts by generating invite codes that you may provide to your Students. You will be responsible for any activities, including any

violation of the Terms that occur under Student Accounts created using your teacher Account.

**2.2 Student Accounts.** To create a student Account, you must (1) be provided with access to an account invite code by an teacher, (2) provide us with any Registration Data requested in the registration form, and (3) accept the Terms.

**2.3 Registration Data.** In registering for the Services, you agree to (1) provide true, current, and complete Registration Data; and (2) maintain and promptly update the Registration Data to keep it true, current, and complete. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify AMERICAN ENGLISH immediately of any unauthorized use of your password or any other breach of security. You agree not to create or access an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the AMERICAN ENGLISH Properties if you have been previously removed by AMERICAN ENGLISH, or if you have been previously banned from any of the AMERICAN ENGLISH Properties.

**2.4 Social Networking Services.** We may permit you to login to the Services with your login credentials from certain social networking sites (e.g., Facebook) (“**SNS**”). If you log in or otherwise associate your Account with your login credentials from such SNS, we may receive information about you from such SNS, in accordance with the terms and conditions (e.g., terms of use and privacy policy) of the SNS (“**SNS Terms**”). If you elect to share your information with these SNS, we will share information with them in accordance with your election. The SNS Terms of such SNS will apply to the information we disclose to them.

**2.5 Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to the AMERICAN ENGLISH Properties, including but not limited to, a mobile device that is suitable to connect with and use the Application. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the AMERICAN ENGLISH Properties.

### **3. Payment Terms**

**3.1 Students.** Some of the Courses offered as part of the Services are available to students in exchange for a fee. You may purchase such Courses by following the directions on the Site. If you purchase a Course, you agree to pay the then-current applicable Course fee listed on the Site (“**Course Fees**”) and AMERICAN ENGLISH will bill the credit card or PayPal account you submit in purchasing the Course. All payments are refundable according to AMERICAN ENGLISH’s standard refund policy or the refund policy posted on the applicable Course enrollment page, if any. In the event of a conflict between AMERICAN ENGLISH’s standard refund policy and the refund policy posted on a Course enrollment page, the Course enrollment page will

control. You hereby authorize AMERICAN ENGLISH to bill your credit card or PayPal account, as applicable, for the Course Fees as described above. Course Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties. If any Course Fee cannot be charged to your credit card or PayPal account for any reason, AMERICAN ENGLISH may provide you, via email, notice of such non-payment and a link for you to update your payment information. [If such non-payment is not remedied within three \(3\) days after receiving such notice of non-payment, AMERICAN ENGLISH may terminate your access to the applicable Course](#)

**3.2 Teachers/Entities. As Entity/Teacher, you have the right to market and sell your course/s on the Platform. AMERICAN ENGLISH allows students to enroll in your course and pay course fees through AMERICAN ENGLISH. In exchange, AMERICAN ENGLISH will debit a hosting fee for every enrolled student. The fee is deducted from the payment made by the student automatically, before the course fee is remitted to your bank/Paypal account. Please see Payment Policy.**

#### **4. Responsibility for Content.**

**4.1 Types of Content.** You acknowledge that all Content, including the AMERICAN ENGLISH Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not AMERICAN ENGLISH, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available ("**Make Available**") through the AMERICAN ENGLISH Properties ("**Your Content**"). Other Users of the AMERICAN ENGLISH Properties, and not AMERICAN ENGLISH, are similarly responsible for all Content such other Users Make Available through the AMERICAN ENGLISH Properties ("**User Content**").

**4.2 No Obligation to Pre-Screen Content.** You acknowledge that AMERICAN ENGLISH has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although AMERICAN ENGLISH reserves the right in its sole discretion to pre-screen, refuse, or remove any Content that (1) violates any law or regulation, (2) violates these Terms, including the User Code of Conduct set forth in Section 5.4 hereof, and/or (3) otherwise creates liability for AMERICAN ENGLISH.

#### **5. Ownership.**

**5.1 AMERICAN ENGLISH Properties.** Except with respect to Your Content and User Content, you agree that AMERICAN ENGLISH and its suppliers own all rights, title and interest in the AMERICAN ENGLISH Properties. AMERICAN ENGLISH's name and other related graphics, logos, service marks and trade names used on or in connection with the AMERICAN ENGLISH Properties are the trademarks of AMERICAN ENGLISH and may not be used without permission in connection with

any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the AMERICAN ENGLISH Properties are the property of their respective owners.

**5.2 Your Content.** Your Content shall at all times remain your sole property and you agree that you have no right, title or interest in or to any other Content that appears on or in the AMERICAN ENGLISH Properties. You represent that you have all necessary right, power and authority to post Your Content to the AMERICAN ENGLISH Properties. You agree to allow AMERICAN ENGLISH and its applicable contractors to freely host, reproduce, transmit, modify, display and otherwise use Your Content (in whole or in part) as reasonably necessary to provide the Services to you, and in accordance with AMERICAN ENGLISH's agreement with your Entity, if applicable.

**5.3 Your Account.** Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments or any other area on or in the AMERICAN ENGLISH Properties, you hereby expressly permit AMERICAN ENGLISH to identify you by your username as the contributor of Your Content in any publication in any form, media, or technology now known or later developed in connection with Your Content.

**5.4 Your Use of Cloud Storage.** By using or accessing the AMERICAN ENGLISH Platform and Cloud Storage to store and maintain content, you acknowledge and agree to be bound by the AMERICAN ENGLISH [Privacy Policy](#) and [Acceptable Use Policy](#).

**5.4 User Code of Conduct.** As a condition of use, you agree not to use the AMERICAN ENGLISH Properties for any purpose that is prohibited by the Terms or by applicable law. Do not post, or permit others to post, content on the AMERICAN ENGLISH Properties or on your profile that (i) encourages illegal activities, is fraudulent, or is unlawful; (ii) insults, defames, harasses, or threatens others; (iii) violates the copyright or intellectual property or privacy rights of others; (iv) contains obscene, vulgar, pornographic, or libelous material; (v) harms or impersonates others, including other Users; or (vi) advertises or sells a product or service. Do not reproduce content from your Course or other students unless allowed by the express copyright terms laid out by the teacher (e.g. Creative Commons) or student. Do not share the solutions to assignments or answers to tests with others unless this is expressly authorized by the teacher. Do not submit the work of others as your own work. Respect the privacy of other Users. Respect the diversity of opinions and cultures that will be presented by other Users. Do not attempt or engage in, any potentially harmful acts that are directed against the AMERICAN ENGLISH Properties, including but not limited to violating or attempting to violate any security features of the AMERICAN ENGLISH Properties, introducing viruses, worms, or similar harmful code into the AMERICAN ENGLISH Properties, or interfering or attempting to

interfere with use of the AMERICAN ENGLISH Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" the AMERICAN ENGLISH Properties. If you believe that someone has violated this code of conduct, begin by notifying the teacher of the Course. If the issue is not addressed by the teacher to your satisfaction, please contact info@americanenglish.ph with your concerns.

**5.5 Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to American English through its suggestion, feedback, wiki, forum or similar pages ("**Feedback**") is at your own risk and that American English has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to American English a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the American English Properties.

**6. Investigations.** American English may, but is not obligated to, monitor or review the American English Properties and Content at any time. Without limiting the foregoing, American English shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although American English does not generally monitor user activity occurring in connection with the American English Properties, if American English becomes aware of any possible violations by you of any provision of the Terms, AMERICAN ENGLISH reserves the right to investigate such violations, and American English may, at its sole discretion, terminate your license to use the American English Properties, or change, alter or remove Your Content, in whole or in part.

## **7. Interactions with Other Users.**

**7.1 User Responsibility.** You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services; provided, however, that American English reserves the right, but has no obligation, to intercede in disputes among Users. You agree that American English will not be responsible for any liabilities incurred as the result of such interaction.

**7.2 Content Provided by Other Users.** The American English Properties may contain User Content provided by other Users. American English is not responsible for and does not control User Content. American English has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

## **8. Third-Party Websites.**

**8.1 Third-Party Websites.** The American English Properties may contain links to third-party websites ("**Third-Party Websites**"). When you click on a link to a Third-Party Website, we will not warn you that you have left the American English Properties and are subject to separate terms and conditions or privacy policies. Such Third-Party Websites are not under the control of American English. American English is not responsible for any Third-Party Websites and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third-party.

**8.2 App Stores.** You acknowledge and agree that the availability of the Application and the Services is dependent on the third-party from which you received the Application, e.g., the Apple or Android app stores.

**9. Indemnification.** You agree to indemnify, defend, and hold American English, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the "**AMERICAN ENGLISH Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the American English Properties; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws, rules or regulations. American English reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with American English in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Terms, or your access to the American English Properties.

**10. Disclaimer of Warranties.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE AMERICAN ENGLISH PROPERTIES IS AT YOUR SOLE RISK, AND THE AMERICAN ENGLISH PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. AMERICAN ENGLISH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. AMERICAN ENGLISH PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE AMERICAN ENGLISH PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE AMERICAN ENGLISH

PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE AMERICAN ENGLISH PROPERTIES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE AMERICAN ENGLISH PROPERTIES WILL BE CORRECTED. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE AMERICAN ENGLISH PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE AMERICAN ENGLISH PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. AMERICAN ENGLISH MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM AMERICAN ENGLISH OR THROUGH THE AMERICAN ENGLISH PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

## **11. Limitation of Liability.**

**11.1 Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL AMERICAN ENGLISH PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AMERICAN ENGLISH PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT AMERICAN ENGLISH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE AMERICAN ENGLISH PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE AMERICAN ENGLISH PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE AMERICAN ENGLISH PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON AMERICAN ENGLISH PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO THE AMERICAN ENGLISH PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

**11.2 Cap on Liability.** UNDER NO CIRCUMSTANCES WILL AMERICAN ENGLISH PARTIES BE LIABLE TO YOU FOR MORE THAN FIFTY DOLLARS (\$50).

**11.3 User Content.** AMERICAN ENGLISH PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

**11.4 No Liability for Conduct of Third Parties or Other Users.** YOU ACKNOWLEDGE AND AGREE THAT AMERICAN ENGLISH PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD AMERICAN ENGLISH PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE AMERICAN ENGLISH PROPERTIES. YOU UNDERSTAND THAT AMERICAN ENGLISH DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE AMERICAN ENGLISH PROPERTIES.

**11.5 Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN AMERICAN ENGLISH AND YOU.

**12. Procedure for Making Claims of Copyright Infringement.** It is AMERICAN ENGLISH's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to AMERICAN ENGLISH by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the AMERICAN ENGLISH Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the AMERICAN ENGLISH Properties of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for AMERICAN ENGLISH's Copyright Agent for notice of claims of copyright infringement is as follows: Legal Department, Unit 1705 Antel 2000 Corporate Center, 121 Valero St. Salcedo Village, Makati City Philippine info@americanenglish.ph

### **13. Term and Termination.**

**13.1 Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the American English Properties, unless terminated earlier in accordance with the Terms.

**13.2 Termination of Services by AMERICAN ENGLISH.** If you have breached any provision of the Terms, or if AMERICAN ENGLISH is required to do so by law (e.g., where the provision of the Website, the Application, or the Services is, or becomes, unlawful), AMERICAN ENGLISH has the right to suspend or terminate any Services provided to you or to delete any of Your Content. You agree that all terminations for cause shall be made in AMERICAN ENGLISH's sole discretion and that AMERICAN ENGLISH shall not be liable to you or any third-party for any termination of your Account. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also may include deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. AMERICAN ENGLISH will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

#### **14. General Provisions.**

**14.1 Electronic Communications.** The communications between you and AMERICAN ENGLISH use electronic means, whether you visit the AMERICAN ENGLISH Properties or send AMERICAN ENGLISH e-mails, or whether AMERICANENGLISH posts notices on the AMERICAN ENGLISH Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from AMERICAN ENGLISH in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that AMERICAN ENGLISH provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect any statutory rights you may have.

**14.2 Release.** You hereby release AMERICAN ENGLISH Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other Website Users or third-party websites of any kind arising in connection with or as a result of the Terms or your use of the AMERICAN ENGLISH Properties.

**14.3 Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without AMERICAN ENGLISH's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. AMERICAN ENGLISH may assign its rights and obligations under these Terms to a third party without your consent.

**14.4 Force Majeure.** AMERICAN ENGLISH shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

**14.5 Compliance.** If you believe that AMERICAN ENGLISH has not adhered to the Terms, please contact AMERICAN ENGLISH by emailing us at [info@americanenglish.ph](mailto:info@americanenglish.ph). We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.

**14.6 Arbitration Agreement; Class Waiver; Waiver of Trial by Jury.**

Please read this Arbitration Agreement carefully. It is part of your contract with AMERICAN ENGLISH and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by AMERICAN ENGLISH that cannot be resolved informally shall be resolved by binding arbitration on an [individual basis under the terms of this Arbitration Agreement](#). This Arbitration Agreement applies to you and AMERICAN ENGLISH, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to AMERICAN ENGLISH should be sent to: Attn: Legal Department, Unit 1705 Antel 2000 Corporate Center, 121 Valero St. Salcedo Village, Makati City Philippines. After the Notice is received, you and AMERICAN ENGLISH may attempt to resolve the claim or dispute informally. If you and AMERICAN ENGLISH do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(e) Time Limits. If you or AMERICAN ENGLISH pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim)

(f) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and AMERICAN ENGLISH, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and AMERICAN ENGLISH.

(g) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and AMERICAN ENGLISH in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND AMERICAN ENGLISH WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(i) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This Paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(j) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(k) Right to Waive. Any or all of the rights and limitations set forth in this Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or effect any other portion of this Agreement.

(l) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with AMERICAN ENGLISH.

**14.7 Governing Law.** The Terms and any action related thereto will be governed and interpreted by and under the laws of the Republic of the Philippines, without giving effect to any conflicts of law principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**14.8 Notice.** Where AMERICAN ENGLISH requires that you provide an e-mail address to access certain features of the AMERICAN ENGLISH Properties, you are responsible for providing AMERICAN ENGLISH with your most current e-mail address. In the event that the last e-mail address you provided to AMERICAN ENGLISH is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, AMERICAN ENGLISH's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to AMERICAN ENGLISH at the following address: Attn: Legal Department, Unit 1705 Antel 2000 Corporate Center, 121 Valero St. Salcedo Village, Makati City Philippines. Such notice shall be deemed given when received by AMERICAN ENGLISH by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

**14.9 Waiver.** Any waiver or failure by AMERICAN ENGLISH to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**14.10 Severability.** If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**14.11 Entire Agreement.** The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.