

# OnlineFrenchTutor-General Terms of Sale or Use of OnlineFrenchTutor website.

As of March 24, 2016 (Reference 20160324A/5 pages)

These General Terms of Sale or Use are the only ones applicable between the student (customer) and OnlineFrenchTutor.

The editor of OnlineFrenchTutor website may need to occasionally change some clauses of these Terms. In this case, the changes are effective from the date they are posted online.

Each order for a French lesson placed to OnlineFrenchTutor is governed by these Terms applicable at the date of confirmation of the order.

By confirming the order, the student agrees to have read and accepted these Terms of Sale or Use of OnlineFrenchTutor website.

## **Article 1/Definition of some words used in the General Terms of Sale or Use:**

-“**Lesson(s)**”: in the OnlineFrenchTutor Terms and Conditions, this term relates to any French lesson(s) booked, or paid or delivered online by OnlineFrenchTutor.

-“**Student(s)**” or “**customer(s)**”: a natural person who orders the free lesson, or orders and pays one or several French lessons with OnlineFrenchTutor.

## **Article 2/Description of OnlineFrenchTutor activity:**

OnlineFrenchTutor provides online French tuition (French as a foreign language), via Skype. Each lesson lasts 50 minutes or 25 minutes, according to the choice of the student. Students who attend online courses with OnlineFrenchTutor have to provide the equipment, in particular, a compatible electronic device for the Skype session (e.g. computer, laptop or tablet) and a reliable internet connection. The students must pay for their own internet connexion, including for the duration of the free trial lesson.

## **Article 3/Description of the lessons:**

-All lessons are delivered via Skype and last **50 minutes** each or **25 minutes** each according to the choice of the student.

-The first lesson or trial lesson is free. Each student can benefit from one free trial lesson only. If a student wishes to change their type of lesson, their payment option or any other change, it does not give them any right or access to a new trial lesson.

-Except for the trial lesson, all lessons are paid lessons.

-Lessons can be followed by written homework.

## **Article 4/Prices of the lessons:**

-The first lesson (trial lesson) lasts 50 minutes and is free.

-One lesson of 50 minutes = 20 euros

-A concession of 5 lessons of 50 minutes each = 90 euros.

-A concession of 10 lessons of 50 minutes each = 150 euros.

-One lesson of 25 minutes = 10 euros

-A concession of 5 lessons of 25 minutes each = 45 euros.

-A concession of 10 lessons of 25 minutes each = 75 euros.

## **Article 5/Payment of the lessons:**

-Any order of a lesson is to be followed by a payment via PayPal.

-The lessons must be booked and paid **before they start**. It is recommended to book and pay the lesson at least 24 hours before it starts.

If students decide to take a lesson before the end of the 14 days legal withdrawal period, it's possible but they may not exercise their right of withdrawal once the lesson has begun or is delivered.

- The 5 or 10 lessons packs must be paid at the time of the order, in one full payment of 90 euros or 150 euros for 50 minutes lessons, or one full payment of 45 euros or 75 euros for 25 minutes lessons.
- The payment of one lesson does not allow students to benefit of any discount on the order of a concession pack.
- Lessons paid one by one cannot be converted into concessions of 5 or 10 lessons (concession packs must be purchased as such with full payment before the start of the first lesson).
- Any lesson or concession that is paid is valid for **3 months** from the payment date.
- Additional concession packs can be purchased at any point and will be valid for 3 months from the payment date.
- Concession packs of 5 or 10 lessons include either 50 minutes lessons or 25 minutes lessons, but mixing the duration of the lessons within a concession pack is not possible.

#### **Article 6/Method of payment by PayPal:**

-Payments of OnlineFrenchTutor lessons must be made through PayPal. Students must read and accept PayPal Terms and Conditions. OnlineFrenchTutor's editor is not responsible for any problems due to inappropriate use of PayPal website.

-Payments can be made in euros.

We inform you that PayPal applies exchange costs for payments in other currencies than euro. These costs will apply to your payments that are not in euros.

#### **Article 7/Right of withdrawal:**

-When buying a lesson, under the terms of article L121-20 of French Code de la Consommation, students have a period of 14 days to exercise their right of withdrawal without having to give any reason or incurring penalties.

-If students decide to take a lesson before the end of the 14 days period, it is possible but they may not exercise their right of withdrawal once the lesson has begun or is delivered.

-The period of 14 days runs from the day the student accepts the order.

-All lesson cancellations should be done by e-mail to the following e-mail address: [contact@onlinefrenchtutor.fr](mailto:contact@onlinefrenchtutor.fr).

-Reimbursement / refund of lessons is done through PayPal.

-To book a new lesson the students should follow the standard booking process outlined below in paragraph 10.

#### **Article 8/Lessons cancellation:**

-To cancel a lesson students should send an e-mail to: [contact@onlinefrenchtutor.fr](mailto:contact@onlinefrenchtutor.fr).

For organisation reasons, this e-mail should be sent at least 24 hours before the scheduled hour of the lesson to be cancelled.

-No refund will be offered by OnlineFrenchTutor if a lesson is already delivered.

-Lessons interrupted by the clear desire of students who cut their Skype connection are not entitled to any refund.

**Article 9/ Late connections:**

- If a student connects later than planned for a lesson, the tutor will wait during 30 minutes (for 50 minutes lessons) or 10 minutes (for 25 minutes lessons) maximum from the time the lesson was supposed to start.
- If the lesson starts late because of the student's late connection, the time lost will not be refunded. The lesson will end according to the original planning mentioned in the e-mail confirmation.
- If the lesson starts late due to the tutor, the lesson will be refunded or rescheduled to match the student's requirements, based on tutor's availability.

**Article 10/Lessons booking process:****10.1/To book the free trial lesson:**

- To apply to book a free trial lesson, students should send an e-mail to the following address: [contact@onlinefrenchtutor.fr](mailto:contact@onlinefrenchtutor.fr)
- Once the free trial lesson is agreed and a time slot has been arranged, the student will receive an e-mail confirmation from OnlineFrenchTutor.

**10.2/To book paid lessons:**

- To book paid lessons, students should have gone thru a trial lesson first.
- To book a paid lesson or a concession pack, students should send an e-mail to the following address: [contact@onlinefrenchtutor.fr](mailto:contact@onlinefrenchtutor.fr)
- OnlineFrenchTutor will confirm the lesson(s) and the time slot(s) by e-mail,
- Students will then receive an e-mail to proceed with the payment through PayPal.
- All payments of lessons are processed through PayPal. The payment transaction will be done on a secure page of the PayPal website.
- Concession packs of 5 or 10 lessons must be paid in one global payment before the first lesson starts.

**Article 11/Complaints:**

In case of complaints please contact OnlineFrenchTutor to the following e-mail address: [contact@onlinefrenchtutor.fr](mailto:contact@onlinefrenchtutor.fr)

**Article 12/Books and educational material:**

Books or any educational material are not included in the prices of the lessons. If students buy books for the OnlineFrenchTutor lessons or any other purpose, books or educational material will not be paid, refunded or exchanged nor taken back by OnlineFrenchTutor.

**Article 13/Skype:**

- Access to Skype is required (with or without video) to attend the lessons, including the trial lesson. The use of the video is strongly recommended.
- Students should ensure the quality of their connection is reliable for the duration of the lessons.
- OnlineFrenchTutor is not responsible for any problems in relation with Skype connection or any problem with Skype that could prevent the lesson from taking place on the students' side or on the tutor's side.
- We encourage students to read Skype's Terms and Conditions.

**Lessons audio recording:**

Lessons may be recorded for training purposes. No audio recording of a lesson by OnlineFrenchTutor will be done without the student's written agreement by e-mail, sent to the following address: [contact@onlinefrenchtutor.fr](mailto:contact@onlinefrenchtutor.fr)

#### **Article 14/Copyright and intellectual property:**

-All texts, comments, illustrations, images, photographs and other items constituting the OnlineFrenchTutor website or sent before or after the lessons are the exclusive property of the OnlineFrenchTutor site editor and are protected under the copyright or intellectual property.

Therefore, students can use them exclusively for private use, in connection with the lessons provided by OnlineFrenchTutor.

Apart from this use, it is prohibited for students to modify, copy, reproduce, distribute, sell, publish, repost, exploit and disseminate otherwise in another format or electronically all elements of OnlineFrenchTutor website protected by the copyright.

-Any violation of these provisions constitutes infringement and is punishable under intellectual property.

-Any reproduction can only be done by virtue of a written authorization delivered by OnlineFrenchTutor's website publisher. The total or partial reproduction of the site without permission of the publisher site is strictly prohibited.

#### **Article 15/Privacy policy:**

##### **15.1: Personal data:**

-OnlineFrenchTutor uses the personal information that is provided by the students to enable services described in these General Terms of Sale or Use and on the OnlineFrenchTutor website to proceed. This information is minimal (name, surname, e-mail address, city, country, students' Skype ID). Services include, but are not limited to: booking lessons, confirming or cancelling lessons, delivery of the lessons online, making contact with the student for additional written French grammar exercises, sharing information if required, managing problems, answering students' requests, questions or complaints, proceeding to the payment of the lessons.

-The information provided by the students will not be transmitted, rented, sold to any third party or will not be used for any commercial purpose by OnlineFrenchTutor.

-However, in order to send the payment requests to the students who book paid lessons, OnlineFrenchTutor will capture the students e-mail address on the PayPal website.

-In case of infringement of the General Terms of Sale or Use by the student OnlineFrenchTutor could use the students' personal information if a legal action is taken.

##### **15.2: Access right to personal data:**

-According to article 34 of French Law n°48-87 of January 6 1978, you can access to your personal information. You have the right to suspend and/ or modify your personal data. To access, suspend, modify your personal data, or for any question related to your personal data, you need to contact [contact@onlinefrenchtutor.fr](mailto:contact@onlinefrenchtutor.fr)

The changes requested will be made in reasonable time from the time of the request by the user, according to French Law n°2004-575 of June 21 2004, ("Loi pour la Confiance dans l'Economie Numérique"/Law for the Confidence in Digital Economy).

-OnlineFrenchTutor is not responsible for any information (including personal or confidential) that students reveal or transmit through any media (Skype, e-mail, files, etc.).

-The students are responsible for the management and protection of their own personal information.

-The Skype ID is public information and students should protect it: for example by using a different Skype ID for private use and for OnlineFrenchTutor lessons.

**Article 16/Force majeure:**

In case of force majeure, as defined by the French Court, OnlineFrenchTutor can suspend or terminate the service without any advance notice.

**Article 17/Damages:**

-OnlineFrenchTutor will not be liable for any losses or damages caused by its service or other and will not compensate any losses or damages of any kind. This includes but not limited to:

- damages arising to students using the service;
- losses or damages to third parties caused by students who are using the service.

-OnlineFrenchTutor is not responsible in case of technical problems such as internet connection problems to the internet or the OnlineFrenchTutor website.

-In case of virus on OnlineFrenchTutor website, e-mails, files transmitted, etc, OnlineFrenchTutor is not responsible for any consequences to students and/or to any individual or company.

**Article 18/Convention on proof:**

-In case of dispute, the e-mail exchanges between students and publisher of OnlineFrenchTutor website demonstrate contractual exchanges between the parties.

-Skype audio records show connections between students and the teacher.

-Written exchanges including on the Skype chat board are also evidence of the exchanges during the lessons.

**Article 19/Applicable law:**

The OnlineFrenchTutor website is located in France. The General Terms of Sale or Use are governed by the French law. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the French courts. The competent jurisdiction is the tribunal de commerce of Nanterre, France.