

Welcome to smartXchange.es, an online service that allows you to connect with others to practice English, French, Spanish, Italian, German, or Mandarin Chinese (our “**Languages**”), find tutors, and download tutoring materials.

By using the smartXchange.es (hereinafter also referred as “**the Site**” or “**Platform**”) service, you accept and agree to these Terms of Service. If you do not accept these Terms of Service, you should not register with the Site or use this Service.

The Site reserves the right to modify these Terms of Service from time to time without notice. You are responsible for regularly reviewing these Terms of Service so that you will be apprised of any changes. The presence of the Member on the Site implies full acceptance of all revisions or amendments of these Terms of Service.

1. Registration

1.

1.1 To register with the Site you must be at least 18 years of age.

1.2 In order to register on the Site users shall fill all the mandatory field in the registration form. With registering users declare under their responsibility that the information provided are accurate and true. In alternative, users can register with a valid Linkedin account.

1.3 Users are allowed to use “nicknames” instead of their name and surname.

1.4 Each user is allowed to have only one profile.

2. Suspension or cancellation of profile

2.

2.1 smartXchange reserves the right to put on hold or delete your account immediately and without notice in the following cases:

- a) if an email sent by the company bounces on the email used for registering;
- b) if the user breach the present Terms;
- c) if the user behavior is contrary to morality or detrimental for other users of the Site;
- d) if the profile of the user holds any misinformation.

3. Prices

3.

3.1 The Site use the freemium model for regulating its price policy. Therefore, it is free to register for basic services (a profile, contacting other regular users, access to language boards) provided by the Site.

3.2 In case users want to be provided by premium services (access to smartXchange tutors and tutor material, Persons of Interest, chatbots, and other aids), the latter will cost € 4,99 per month or € 49,99 per year.

3.3 The Site will charge another agreed upon price for its B2B services and users in a partnership agreement.

4. Restrictions on use of the Site

4.

4.1 Services provided by the Site are for personal and non-commercial use only. They cannot be used to contact members for other reasons than language learning or to promote your own

language learning, language exchange, education technology, or social networking service.

4.2 The behavior of users shall be appropriate and they, in any case, shall not:

- a) be rude to other users;
- b) comment or submit any content that might be illegal, unauthorized, against good moral standards, laws and regulation in force of their country of nationality;
- c) comment or submit any content that might be contrary to the purpose of the Site.

4.3 In any case, it is in the understanding of users that they might be exposed to the above mentioned content in case other users breach the present Terms.

4.4 Users shall not publish personal information as phone number, email address, personal or owned company's website and similar.

4.5 Nonetheless, it is allowed to provide such personal information in messages sent within the Site ON USER PERSONAL RISK. Therefore, the Site recommend to provide such personal information to users that are now or, at least, reliable.

4.6 The Site reserves the right to remove personal accounts or any content within on own discretion, without any notification, compensation or refund, when it determines that such profile or content is vulgar, contrary to the purpose of the Site, infringes others intellectual property or breaches the present Terms.

4.7 You understand and accept that the Site may have some moderation features. For example, a member may be able to report a message they have received by another member if they believe our Terms of Service have been violated.

4.8 You understand and accept that the Site may have some self-moderating features. For example, if you are reported by too many users, your account could be put on hold or removed automatically.

5. Warranties and Liability

5.

5.1 The Site does not warrant that the information provided, in particular such provided by users, are correct, complete or of quality. Material within the Site is provided "as is" and without warranties of any kind.

5.2 The original version of this Site is in English. Users are allowed to translate the Site with web applications or similar, but in that case the Company will not be liable for any mistranslation.

5.3 Site does not warrant that the Terms cannot be uninterrupted or error-free. In any case, for a proper use of the Site, users might update its software or switch to a more widely used browser.

5.4 It is in the understanding of users that it is their responsibility to determine the boundaries of their privacy and to ensure that information that may lead to harms of user itself are not provided through the site. Therefore, users provide personal information at their own risk.

5.5 The Site may contain hypertext links to other websites that are not owned or controlled by the Site itself. Therefore, it is not liable for other sites' content, advertisings, products, services or any other element available on or from the sites.

5.6 The Site shall not be liable for:

- a) any damage or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, data interception, computer virus or line failure;
- b) any damage, injury or death, including but not limited to, special or consequential damages that result from the use of, or the inability to use, the Site.

6. Submissions, publications and intellectual property

6.

6.1 Users acknowledge that they are responsible and liable for whatever content they submit or publish.

6.2 Users grant to the Site a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that they have submitted or shared on or in connection with the Site. This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.

6.3 IP of the Site and its partners shall not be reproduced, used or represented without the consent of the Site and its partners.

7. Final Provisions

7.

7.1 Should any part of the Terms be unlawful, void, not enforceable or similar, that part shall be severable and shall not affect the entire validity and enforceability of other provisions of the Terms.

8. Applicable law and jurisdiction

8.

8.1 The present Terms are governed by the law of California.

8.2 Any dispute arising from or in connection with the present Terms shall be finally settled by the court of San Francisco, CA.