

## Definition of terms

- Account holder = adult who purchases one or more subscriptions to a given course or courses.
- Subscriber = Account holder
- User = person named by the account holder to use a subscription to a course.
- The system = [www.speasi.com](http://www.speasi.com) website
- The company = Educate With IT

## Introduction

- SPEASI is an online learning website to help users of foreign languages prepare for speaking tests and exams.
- SPEASI is operated by Educate With IT Ltd.
- SPEASI can be found at [www.speasi.com](http://www.speasi.com) .
- SPEASI is available over the Internet using Windows and Android devices (PCs, laptops, tablets, smartphones) that support Firefox, Chrome, Opera and Edge browsers.
- An adult pays a subscription for a specified period for access to a SPEASI language course, thereby becoming an account holder.
- The account holder names a user for a subscription (typically, one of the account holder's children).
- The user logs in and works through topics of questions and answers. There are exercises to help the user recognise the spoken questions. There are features for recording, comparing and learning the answers. SPEASI tracks and shows progress and emails details to the account holder. Please see the list of features below.
- SPEASI has been professionally produced by language teachers, designers, programmers and school users and with the support of schools

## Features

- Timeline of achievements
- Hear it: reference lists
- Hear it: read and match
- Hear it: hear and click
- Hear it: see and hear
- Speak it: example sentences
- Speak it: build sentence
- Speak it: learn answer
- Test myself
- My Topics: define my own topic
- Progress monitoring
- Progress update to parents
- Download resources: topics and questions
- Download resources: answers and recordings
- Links to general language resources

## Links to third party websites

- SPEASI contains links to third party websites not operated by the company but which may assist users in their learning: online dictionaries, current affairs websites for school users, verb conjugation websites. SPEASI retains the right to change or remove these links at any time.

- The links to third party websites are provided gratis, and SPEASI receives no payment for including these links.
- The third party websites may contain adverts.
- SPEASI and Educate With IT has no responsibility for the content of these websites, but undertakes to remove links to any third party website when alerted to content unsuitable for schoolchildren.

### Subscriptions

- Subscription to SPEASI is via [www.speasi.com](http://www.speasi.com).
- Subscriptions to SPEASI can only be undertaken by those over 18 years of age.
- The subscriber is the account holder.
- An account holder may subscribe to more than one SPEASI course.
- One subscription is for one nominated user for one SPEASI course only. The account holder nominates the user when registering a subscription.
- SPEASI maintains the right to cancel a subscription if we suspect that more than one user is using the subscription. An example of this would be a school user passing their details on to a group of friends.
- SPEASI maintains the right to cancel a subscription at any time without prior warning.
- The user can be a different person to an account holder: it is expected that an account holder will register one of their children as a user.
- If an account holder wishes to register more than one user, they must create another subscription.
- Subscriptions to SPEASI are payable either as a single payment or as a monthly direct debit.
- In a similar way to mobile phone companies setting download limits, each subscription entitles a user to a defined level of usage per month.
- The company retains the right to suspend access to the system if the usage limit has been breached in a given month.
- Access to the system is automatically re-instated once the month in which the limit was breached is over.

### Cancellation

- Cancellation terms for a subscription, other than when arising through the consumer rights act (14 days), are dependent on the product and duration of the subscription.
- Subscribers may cancel any time, but no refund will be payable unless Educate With IT has failed in its contractual obligations to the subscriber.
- Cancellation will be via the account page on SPEASI.

### Renewal and upgrades

- There is no automatic renewal of a subscription.
- Upgrades are achieved by cancelling one subscription and starting a different one.
- An account holder may be alerted by email to the approaching end of their subscription.

### Limits of SPEASI

- SPEASI is an e-learning tool which provides online resources to help users improve their fluency in a foreign language. The progress made by a given user depends on their commitment to learning. SPEASI does not guarantee exam results for users.
- SPEASI undertakes to provide accurate and grammatically correct language resources to the user.
- Where a user edits the language resources provided by SPEASI, for example using the Develop My answer feature, Educate With IT has no responsibility for the accuracy or content of the edited data.

## Confidentiality

- SPEASI will never share an account holder's detail with third party organisations.
- Educate With IT may use anonymous account holder details individually and in aggregate to support research and development and marketing.
- SPEASI complies with the latest data protection legislation.

## Copyright/Indemnification/Disclaimers/limitations of liability

- All element of the SPEASI e-learning website, apps, tutorial guides and videos created or commissioned by Educate With IT, including but not limited to software, images, sound files and recordings, are the intellectual property of Educate With IT Ltd.
- All Content uploaded to, transferred through, publicly posted, processed or entered into the SPEASI website or apps by the account holder or user shall remain the sole property of the account holder or its respective legal owner. SPEASI shall have no liability for such content.

## Customer Support

- SPEASI provides no user support service
- All issues must be brought to SPEASI's attention using the website or the email address [contact@speasi.com](mailto:contact@speasi.com)
- Should the SPEASI website be unavailable for more than 24 hours for reasons over which SPEASI has control, SPEASI undertakes to extend the subscription period by the number of days during which SPEASI was unavailable.

## Force Majeure

- A party shall be released from liability in damages and other sanctions where the performance of a specific obligation (other than for delay in the payment of amounts due and payable hereunder and the maintenance of confidentiality) is prevented or rendered onerous due to circumstances beyond a party's control and which could not reasonably have been foreseen. Such force majeure events include, inter alia, labour conflicts, lightning, fire, decisions of public authorities or other public regulations, errors in another operator's network, delays in services from subcontractors due to events as stated above, general scarcity of transport, goods, or energy, or other similar circumstances.
- Where a party's performance is prevented for a period in excess of three (3) months due to an event as stated above, either party shall be entitled to terminate the Agreement in writing without any obligation to pay compensation.