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**iLearn Academy Winter English Program 2013**

**Terms and Conditions**

**Privacy Policy**

Your privacy is very important to us and we are committed to protecting it. The Privacy Policy and User Agreement (the "Policy") explains what personal data we collect and how we use and disclose personal data collected from you. This Policy applies to the website for iLearn Academy at [www.ilearnacademy.net](http://www.ilearnacademy.net) (the "Site") and any other information collected from you by iLearn Academy. The Policy does not govern the collection of information through any website other than through the Site; nor does this Policy govern the collection of information by any of our affiliated businesses or by third parties. By visiting or using the iLearn Academy website, you agree to follow its rules. By visiting the Site or submitting personal data to us, you accept the terms described in this Policy. If you do not agree to this Policy, please apply to the program by mail or phone by contacting iLearn Academy at Ph # 847-834-0793 or 847-721-9487 or by email: [info@ilearnacademy.net](mailto:info@ilearnacademy.net).

**Personal Data We Collect**   
When you request information, enroll in our programs or contact us to enroll in a program, we collect personal identifying information such as your name, age, gender, postal address, telephone number, e-mail address, educational and employment background and interests, and credit card information ("personal data"). If you are enrolling as a student, we may also collect other personal data, such as information regarding your health so that, if necessary, we can assess your application or make appropriate accommodation for you. In addition, if you send us an e-mail or communicate with us other than through our website, we may collect the personal data that you voluntarily provide us at that time.

**Children**

We collect personal data in the manner described in this privacy policy. However, if you are a minor (under 18 years of age) and want to submit an application to study with us or subscribe to this website, register to play any games, sign up for latest offers or newsletters, you must ask your parent or guardian for permission to apply and permission to provide personal information to us necessary to process your application. We will ask your parent or guardian to confirm you have permission to apply and we may ask you to provide an e-mail address, residential address and telephone number for your parent or guardian. We may also carry out checks to verify that the contact details you have provided are for your parent or guardian.

**Use of Personal Data**   
We may use the personal data we collect from you in the following ways:

* Fulfillment of Requests. iLearn Academy may use personal data to fulfill the purpose for which such personal data was provided (for example to enroll you in our courses or to respond to a specific inquiry).
* Administrative Communications. We may use personal data to notify you about your enrollment or academic progress, other matters related to your use of our services, important information regarding the Site or changes to our terms, conditions, and policies. Because this information may be important to your use of our services, you may not opt out of receiving such communications.
* Other Communications. We may use personal data to inform you of special offers and new or existing services that we believe may be of interest to you or to send surveys or questionnaires so that we can learn more about your needs and interests. If you would prefer that we do not send marketing messages to you, please see the "Your Ability to Choose" section below.
* Purchases. When you enroll in our services, we may collect your credit card number or other payment account number (for example, your wireless account number), billing address and other information related to such purchase (collectively, "Payment Information") from you, and may use such Payment Information in order to fulfill your purchase.
* Promotions. We may operate sweepstakes, contests and similar promotions (collectively, "Promotions"). We may ask you for certain personal data when you enter and, if applicable, win a Promotion. You should carefully review the rules, if any, of each Promotion, as they may contain additional information about iLearn Academy use of personal data. To the extent that the terms and conditions of such rules conflict with this Policy, the terms and conditions of such rules shall control.
* Internal Business Purposes. We also may use personal data for our internal business purposes, such as to improve the Site, allow us to personalize the content that you and others see based on personal characteristics or preferences, and perform data analysis, audits and so forth.

**Disclosure of Personal Data**   
We may disclose personal and other data we collect from you in the following ways:

* Service Providers. We may hire other companies to perform services on our behalf including, without limitation, facilitating some aspects of our Site and services, managing our database, contacting you, sending e-mail, and fulfilling your requests. These other companies may be supplied with or have access to your personal data solely for the purpose of providing these services to us or on our behalf. iLearn Academy is the data controller and will remain accountable for the personal information.
* Business Transfers. iLearn Academy may in its sole discretion, transfer, sell or assign your personal data to a third party in connection with a change in the corporate structure of iLearn Academy such as, but not limited to, merger, consolidation, sale, liquidation, or transfer of substantial assets.
* Others. We may disclose personal information, as permitted or required by law, and to: (i) respond to inquiries or requests from governmental or public authorities; (ii) protect the rights, privacy, safety or property of iLearn Academy; (iii) permit us to pursue available remedies or limit damages that we may sustain; and (iv) enforce our agreements, including without limitation our enrollment terms and conditions.
* In some countries we work with representatives who may contact you directly and offer a personalized counseling service. These trusted partners may be supplied with or have access to your personal data for the sole purpose of providing services on our behalf.

**Your Ability to Choose**   
If you have given us your contact data, we may want to inform you about our services or invite you to events by e-mail, telephone or postal mail. You can let us know if you do not want us to send you information about our products and services by telling us at the time you enroll or by contacting us at [admin@ilearnacademy.net](mailto:admin@ilearnacademy.net). You can let us know if you do not want us to share your data with our Affiliated Businesses for their marketing purposes by telling us at the time you enroll or by contacting us at [admin@ilearnacademy.net](mailto:admin@ilearnacademy.net).

**Security**   
We are concerned with the security of the personal data we collect from you. iLearn Academy will take appropriate measures to: (1) protect personal data collected against unauthorized access, disclosure, alteration or destruction; and (2) keep personal data accurate and up-to-date, consistent with applicable law. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. As a result, although we strive to protect your personal data, we cannot ensure or warrant the security of any information you transmit to us through or in connection with the Site or that is stored by us. If you have reason to believe that your interaction with us is not secure, please notify us of the problem immediately by contacting us at [admin@ilearnacademy.net](mailto:admin@ilearnacademy.net) or by contacting us at 847-834-0793.

**Links to Other Websites**   
The Site may contain links to the websites of other third parties (the "Other Websites"). These Other Websites are not under iLearn Academy’s control and we are not responsible for the privacy practices or the contents of any such linked site. If you provide any personal data to any Other Website, the personal data you provide will be collected by and controlled by the privacy policy of that Affiliated Business or third party. We recommend that you familiarize yourself with the privacy policies and practices of any such Other Websites.

**Updates to This Policy**   
From time to time we may modify this Policy. We will announce material changes to the Policy by posting the revised Policy on the Site, and where required by applicable law, notifying you through a notice on our home page, information collection forms or via e-mail. You can determine when this Policy was last revised by checking the "Last Modified" legend at the top of this Policy. Your continued use of the Site and our services after any modification indicates your agreement to the new terms.

**Questions**   
If you have questions or concerns about this policy or the Site, also contact us at admin@ilearnacademy.net.

**Application Process**

1. *Application:* Please submit the electronic enrollment form on our website found at <http://www.ilearnacademy.net/apply-for-our-exchange-program.html> The parents of students under 18 must read and fill out the enrollment form on their behalf of their child. Your privacy is important to us. Please note that by submitting your personal data to us, you are accepting the terms described in our privacy policy.
2. *Payment deadline:* All course fees must be paid in full no later than 3 days before the course starts. If a booking is made less than 30 days before the course starts, the fees are immediately payable. If payment in full has not been received, you will not be allowed to start your course.
3. *Travel and Medical Insurance:* Travel and medical insurance is compulsory at all iLearn Academy schools for the duration of your stay regardless of your course length or course/visa type. iLearn Academy can recommend a travel and medical insurance plan. Details of what this covers are available from your iLearn Academy representative. You are required to show proof of medical insurance at the school when you arrive. You will not be allowed to commence a course until you have obtained satisfactory medical insurance.
4. *Health declaration:* Students must report on their application any mental or physical illness, allergy, disability or condition that may interfere with their ability to successfully complete their program, that may impact the health and well-being of any other student, host or staff member, that may require monitoring, treatment or emergency intervention of any kind during the student’s anticipated period of enrolment, or that may require special accommodations. iLearn Academy reserves the right to reject an applicant or terminate a student’s enrollment in the program if the student’s continued participation represents a risk to their health and safety or to the health and safety of other students or staff, or if, notwithstanding reasonable accommodations, in the opinion of iLearn Academy, the student’s physical or mental condition makes the student unable or unlikely to successfully complete their program. Refunds in such circumstances are at the discretion of iLearn Academy
5. *Tuition/Program fees:* Tuition or program fees include lessons, orientation meeting, use of computer room and internet, placement and progress testing and a iLearn Academy certificate on completion of the course. iLearn Academy reserves the right to withhold the granting of a certificate attained by a student if tuition fees or any other fees remain outstanding.
6. *Additional services:* Any additional services (transfers, travel, laundry, telephone costs, excursions, medical costs, special diet, exam fees, change of accommodation and enrolment amendments) are not included in any fees unless specifically stated on a valid invoice.
7. *Twin accommodation:* At iLearn Academy discretion, students may be required to book single room accommodation instead of twin room accommodation.
8. *Under 18 year olds:* All students under 18 must provide a signed letter from the parent or guardian authorizing employees of iLearn Academy to act as custodian of the student during the enrolled program until released to airport personnel upon arrival and departure.

**Terms and Conditions online application**

1. *Rules and regulations:* Students' arrangements with iLearn Academy are governed by the law of the country where the particular school attended is located.
2. *Late arrivals, vacations and absences:* If you begin your enrollment late or are absent during your course, no refund will be made for the time missed. Periods of absence cannot be made up with a free extension of the course.
3. *Meals and classes missed:* No refunds or substitutions will be made for meals or classes missed due to exams, excursions, internships, first day orientation or other obligations that fall outside the normal schedule.
4. *Duration of lessons:* All English lessons are 45 minutes in duration unless otherwise stated. Courses run from Monday to Friday and lessons are scheduled both in the morning and the afternoon with different shifts throughout the day.
5. *Substitution policy:* If, after the placement test taken on arrival at the school, a student is found to be at a level which is not appropriate for their booked course, the school reserves the right to place the student in an appropriate level class, which may have fewer lessons and a different curriculum.. We also reserve the right to cancel a program at short notice due to insufficient demand. Any program cancelled by iLearn Academy prior to the start date shall receive a full refund.
6. *Program changes:* iLearn Academy has the right to change course dates, course curricula, tutors, locations and programs at any time at its discretion during the course of the program.
7. *Prices:* Prices are valid for the Winter English Program 2013.
8. *Books and learning materials:* All books and learning materials will be made available to students during the program included as part of the program fee.
9. *Expulsion/Suspension:* Any student who commits a criminal offence, violates the student conduct code or school policy, has, in iLearn Academy’s opinion, a poor attendance record (whether or not such attendance is in breach of any visa attendance requirements) or fails to pay an amount he or she is directly or indirectly liable to pay iLearn Academy in order to undertake the course, may be expelled or suspended. No refund will be given and the immigration authorities will be informed.
10. *Liability:* The liability of iLearn Academy, its group companies, their directors, officers, employees, affiliates, agents and partners with respect to losses arising from negligence (except where such liability cannot be excluded as a matter of law), breach of contract or otherwise will be limited in all circumstances to the full amount paid to iLearn Academy by the relevant student for the particular program as governed by law. Such companies and persons will in no circumstances have any liability for indirect or consequential losses or damages.
11. *Force majeure:* iLearn Academy will not be liable in cases where iLearn Academy is unable to fulfill any services to which they are contractually bound because of fire, natural disaster, act of government, failure of suppliers or subcontractors, labor disputes or other reasons which are beyond iLearn Academy’s control.

**REFUND POLICY**   
Refunds will be made by iLearn Academy to whom the fees were originally paid, or to the student or guardian’s bank account or credit card in the same country and manner in which the fees were originally paid. All refunds will be made within 45 days of written notification. In the event of iLearn Academy cancelling or terminating a course or program prior to the start date, a full refund of all unused fees will be made.

**CANCELLATION/POSTPONEMENT POLICY**   
"Cancellation" means cancelling a course before the start date of the first course you are attending. Where cancellations are made before the arrival date, 100% of the program fees will be refunded. For cancellations and postponements made less than 7 days before the arrival date listed on the booking confirmation form including failure to show up, tuition and accommodation fees will be refunded less one week's accommodation fee.

**TERMINATION POLICY**   
"Termination" means stopping or leaving all or part of the course or courses booked, including extensions, once the first course has started. When determining the number of weeks completed, a partial week will be counted as a whole week, provided the student was present at least one day during the scheduled week. Used weeks of discounted tuition and accommodation packages will be charged at the full weekly rate when any refund is calculated.

***Tuition:*** For all program terminations, students must give written notification to iLearn Academy. In all cases, any refund will be at the discretion of iLearn Academy. After 50% of the course has been completed, no refund will be given.

**Website user agreement**

**GENERAL**For the purposes of these Website Terms and Conditions "We", "Our" and "Us" refers to iLearn Academy. Please review these Terms and Conditions carefully before using this website. Your use of this website indicates your agreement to be bound by these Terms and Conditions.

**DATA PROTECTION**Any personal information you supply to us when you use this website will be used in accordance with our Privacy Policy.

**PROPRIETERY RIGHTS**All trademarks, copyright, database rights and other intellectual property rights in the materials on this website (as well as the organization and layout of this website) together with the underlying software code are owned either directly by us or by our licensors. Without our prior written permission, you may not copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on this website or the underlying software code whether in whole or in part. However, the contents of this website may be downloaded, printed or copied for your personal non-commercial use.

**ACCEPTABLE USE**You may only use this website in accordance with these Terms and Conditions and, in any event, for lawful and proper purposes which includes complying with all applicable laws, regulations and codes of practice within the US or other jurisdiction from which you are accessing this website.

In particular, you agree that you will not:   
-Post, transmit or disseminate any information on or via this website which is or may be harmful, obscene, defamatory or otherwise illegal;   
-Use this website in a manner which causes or may cause an infringement of the rights of any other;   
make any unauthorized, false or fraudulent booking;   
-Use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of this website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means;   
-Deface, alter or interfere with the front end "look and feel" of this website or the underlying software code;   
take any action that imposes an unreasonable or disproportionately large load on this website or related infrastructure;   
-Obtain or attempt to obtain unauthorized access, via whatever means, to any of our networks. 

Without prejudice to any of our other rights (whether at law or otherwise,) we reserve the right to:   
-Cancel your bookings without reference to you; and/or deny you access to this website where we believe (in our absolute discretion) that you are in breach of any of these Terms and Conditions.

**CHANGES TO THIS WEBSITE**We may make improvements or changes to the information, services, products and other materials on this website, or terminate this website, at any time without notice. We may also modify these Terms and Conditions at any time, and such modification shall be effective immediately upon posting of the modified Terms and Conditions on this website. Accordingly, your continued access or use of this website is deemed to be your acceptance of the modified Terms and Conditions.

**LINKS TO OTHER WEBSITES**This website may include links to other internet sites. We do not endorse any such websites and we are not responsible for the information, material, products or services contained on or accessible through those websites. Your access and use of such websites remains solely at your own risk.

You may only link to this website with our express written permission. We expressly reserve the right to withdraw our consent at any time to a link which in our sole opinion is inappropriate or controversial.

**LIMITATION OF LIABILITY**In no event will we be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to, or the use of this website or any information contained in it, including loss of profit and the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages.

Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury caused by negligence or for fraudulent misrepresentation.

**DISCLAIMER OF WARRANTY**To the maximum extent permitted by law, we disclaim all implied warranties with regard to the information, services and materials contained on this website. All such information, services and materials are provided "as is" and "as available" without warranty of any kind.

**INDEMNIFICATION**You agree to indemnify, defend and hold us harmless from any liability, loss, claim and expense (including reasonable legal fees) related to your breach of these Terms and Conditions.

**BOOKING TERMS AND CONDITIONS**These Website Terms and Conditions refer only to your use of this website and separate conditions apply to our online bookings. Our online booking terms and conditions can be viewed above.

**MISCELLANEOUS**These Terms and Conditions contain all the terms of your agreement with us relating to your use of this website. No other written or oral statement (including statements in any brochure or promotional literature published by us) will be incorporated.

iLearn Academy makes no warranty whatsoever for the reliability, stability or any virus-free nature of any software being downloaded from this website, nor for the availability of the download sites where applicable.

All software products downloaded from any section of this website or via a link pointed to by this website are downloaded, installed, and used totally and entirely at the users own risk.

Your use of this website, any downloaded material from it and the operation of these Terms and Conditions shall be governed by, construed and interpreted in accordance with the laws of the United States. We reserve the right to bring proceedings in the Courts of the country of your residence.

Throughout this website the terms "partner(s)" and "partnership(s)" are used to refer to individual marketing or co-operation agreements and not to any relationship which has specific legal or tax implications. iLearn Academy cannot therefore accept any liability for the conduct of these partner organizations.

**Cookies and other Technologies**

We use cookies and other technologies to allow you to move quickly through our site, to allow you to take advantage of some of the Site's password protected features, and to collect information about your use of the Site. Cookies also benefit you by creating a more streamlined login process and keeping track of your language of choice between sessions, among other things. As we enable further customization of the site, cookies will help in assuring that the information provided to you will be relevant to your needs.

A cookie is a string of information that is sent by a website and stored on your hard drive or temporarily in your computer's memory. Cookies are small files and won't pose any significant disk-space concerns. You can disable our cookies using the cookie-menu on your Web browser, but doing so may materially affect the functionality of this Site and the information you can access through it. To learn more about cookies and browser functionality, search for "cookies" in the help function of your browser.

We and our service providers also may use so-called "pixel tags", "web beacons", "clear GIFs" or similar means (collectively, "Pixel Tags") in connection with some Site pages and HTML-formatted e-mail messages to, among other things, compile aggregate statistics about Site usage and response rates. A Pixel Tag is an electronic image, often a single pixel (1x1), that is ordinarily not visible to Site visitors and may be associated with cookies on the visitors’ hard drives. Pixel Tags allow us to count users who have visited certain pages of the Site, to deliver branded services, and to help determine the effectiveness of promotional or advertising campaigns.