

## 1) Responsible data:

My name is Maria Hicks and I am a Spanish tutor and the owner of the site dedicated to teach Spanish online [www.spanish-conversation.com](http://www.spanish-conversation.com).

My professional address is located in West Virginia USA, and I possess legitimate legal rights to work in this country. People can contact me at [info@spanish-conversation.com](mailto:info@spanish-conversation.com) or my phone number +170399942588 for information about my services.

2) Information about my products and services: through <https://www.spanish-conversation.com> I sell my products and services related to Spanish teaching. Currently (by January 2022) I offer 2 services.

1. Product 1: online video training monthly subscription (The Spanish Conversation Academy)

2. Product 3: Online one on one Spanish classes

The descriptions for these programs are as follows:

- The Spanish Conversation Academy - monthly subscription (Product 1)

This online academy has been designed for people who want to learn functional and communicate Spanish with the right fundamentals of writing, listening, reading, and speaking with interactive exercises and homework for better results. This course is mostly recorded on video training focused on conversation Spanish about real life scenarios and dialogues. I apply my methodology and my original resources to the lessons from beginner to advance levels. It is 100% online and the access is 24 /7 anywhere with internet connection and audio. Voice messages are included as a bonus, and I reserve my rights to give it or not. the classes are hosted in <https://spanish.gurucan.com/>. The classes are generally scheduled by Skype or Zoom in groups. All the content of both pages has been done by myself and I am the only one who belongs the intellectual rights. I reserved the possibilities to hire other professionals to teach my courses or create some classes for my courses. If so, this will be informed in the sale pages. Books on paper are not included in this subscription. The student can cancel the subscription at any time as long as they informed in advance. The payment is not refundable.

- Online Classes: (Product 3) this course is tailor to the students need or teacher's suggestions for the goals of the student related to the language. Classes are 100% online and the student will have access to the original materials or anything that the teacher suggest. The classes are one on one 100% private. For more detail information about the policies and conditions the teacher will send the student a private document before the student pay for this class.

The different features offered for each product is detailed on each sales page for each product. Each sales page explains in detail what are the characteristics for each product. I reserve my rights to grant different discounts during a business meeting. I also reserve my right to admit or not admit to a person as per my criteria. I reserve my rights to change products prices at any time I consider.

### 3) Intellectual Property

All the content of my courses (online, private lessons etc.) as well as the publication in my website (articles, post, podcasts, blogs, copy, videos, free lessons, images, infographics or other) has been done by myself and are subject to author's reserved rights and intellectual property. The pictures in the Happy Face Students and in the about session are original and copying or distributing is not allowed. Other pictures are taken legally from other sources. It is forbidden the transmission or assignment to a second or third part the ownership rights of my content without my written authorization.

The content my teaching course and curriculum won't be reproduced, broadcast, sell, distributed nor used for commercial purposes or non-commercial purposes. For example: the worksheets, templates, videos, audio classes and copy and any other resource taken in the websites will not be shared on social media by anyone even though this person has paid for the temporary access to it. The content is mine and must not be reproduced in any ways in any platform.

### 4) About Prices and Taxes

Prices are listed for each product in the website. The currency is US dollars and the total price includes taxes.

I reserve my rights to give discounts and pricing modifications when I consider doing it. I also reserve my rights to create coupons for the promos with the conditions I consider fair at certain dates of a year.

In order to submit the receipts of purchase correctly I need that the client or student fill the correct information in the checkout form.

The receipts will be sent automatically after the purchase. If for some reason you haven't received the receipt after the purchase, please send an e-mail to [info@spanish-conversation.com](mailto:info@spanish-conversation.com).

### 5) Means of Payment

For the service 2 The payment (Online course + 10-hour private lessons) will be done through the sales page of the website for the Online Course 1 and Online Course + 10 hour-class. For the Private Spanish tutoring the payment will be done by the secure platform of PayPal with a link included in the service proposal after the free trial lesson for private tutoring. In order to start receiving the benefits of the services the payment must be done in advance.

For the product 2 (Online course video classes only) the payment is done through the website <https://spanish.gurucan.com/> which integrates PayPal platform. The price is one time payment with access for 1 months. This condition will be valid until June 7<sup>th</sup> 2022. After June 7<sup>th</sup> 2022 this product will work as a monthly membership of 24<sup>th</sup> dollars a month with the benefits and bonuses offered. The monthly subscription does not have permanency, meaning that the user might cancel the subscription any time before the due date.

Courses: For the online course and the online course + 10 hour class the check out in through the <https://spanish.gurucan.com/> platform which is the platform where the courses are hosted. The student

will have immediate access after the payment is done. This platform has the PayPal integration of myself. For the Course + 10 hour class a first meeting can be done in case that the student wants before buying the services. The student can have classes when he prefers to and the way to access the private tutoring is sending an e-mail to [info@spanish-conversation.com](mailto:info@spanish-conversation.com) with his intended date of receiving the lesson. In the meantime, you can access all the lessons in the Video Course. For the Online Course there is no refund of money. For the Private lesson and the Online Course + 10 hour classes the refund policy will be discussed during the first meeting before the student buys the service.

## 6) Availability

If you have a specific requirement for Spanish learning such as a preparation for a test, job interview, pronunciation, meetings, presentations or other, this course is for you. We adapt the classes to your specific needs. The first meeting is free with the purpose of talking about your requirements with the language. No obligation to book the classes after the meeting.

For this meeting the student might want to book it on the calendar that is embedded in the sales page. The student will receive an e-mail with the confirmation of the meeting. The day of the meeting the student will receive a reminder. If the student has an impediment to attend the meeting, I really appreciate to cancel the meeting at least 24 hours earlier. He also might reschedule the meeting if that is the case. The meeting cancellation is automatic the same e-mail so I will be informed immediately.

The student might also make his appointment by phone or e-mail. In the meeting the student will give more information about his requirements and goals, and if both, me and the student agree we schedule a free trial lesson of 30 minutes or less. After the trial lesson I will send the student a personalized service proposal with all the terms and conditions for that class (these terms and conditions may vary depend of the student's situations), fees, ways of payment, refund policy, cancellation and rescheduling policy, timing, etc. explained in detail. If the student agrees he will proceed with the payment and the classes will start as agreed.

## 7) Services initiation

For the online course (Product 1) the 45 units are available immediately after registering. I am not responsible for the technical issues of the platform that host the course <https://spanish.gurucan.com/> If you experience a technical issue, for example, you are not able to see the content or listen to audios, please report this to me, and I will contact the hosting as soon as I can to solve any issue. I reserve my rights to move my course content to another platform, but the student will be informed.

The student register with a private username and password to be able to see and listen the content. The student can recover his password automatically if he loses it. I don't know the passport and usernames of anybody since I am not the vipmembervault.co products administrator.

For the private tutoring the date of start must be agree by e-mail with the student.

## 8) Refund Policy for Private lessons and Online Course

For the Online Course (product 1) there is no refund since the service has a low price and it has quality of content. If you have a specific question or something you didn't understand you can always ask in the Facebook group.

For Private Lessons + online video course (product 2) the student has immediate access to the video classes after the payment in the platform and the one on one classes as previously agreement with the teacher.

You might ask for a refund if:

The teacher does not deliver what is agreed in this proposal and the student must send evidence of this to prove it.

**Note:** Student's lack of progress is not considered as evidence since the student must be accountable of his progress by his effort to study. This is out of other's control, and we are not promising any "magic to speak the language faster with no effort by the student".

1. The teacher needs to move, and her time availability of class is not compatible with the student's timing.

2. The teacher is no longer in disposition to deliver the services for reasons other than her death.

3. Before starting the program, the student had a major emergency that stop him to take the lessons.

- If one of the above mentioned happens is student's decision to ask for a refund. The applicable refund is 90% for only private lessons and 50% for the Online Course + 10-hour lesson. The 50% is due the Online Course will continue active for the time of access with is 365 days, unfortunately the platform of the course does not allow to cancel the subscription of the course.
- The student must send an e-mail to [onlingue@gmail.com](mailto:onlingue@gmail.com) or [info@spanish-conversation.com](mailto:info@spanish-conversation.com) explaining the facts with the evidence attached and also the bank account or payment service. The refund will be done within the next 30 days.

The student can't ask for a refund if:

- He has already taken one or more lessons.
- If after agreeing with the teacher about a time for the classes, he decides to change it but the teacher is not available at the new timing request.
- Teachers' death.

- Duration of the courses: there is no specific duration for the course however it might take about a year to complete it if the student is consistent. The student can cancel any of the 2 services at any time they want. For product 2, online video course + private classes, the classes will expire if the student doesn't show up in 3 months after a series of e-mails with no replies or rescheduling.
- About the Online Spanish Course (Product 1), you will have access for 90 days after the first date of registering. If after 90 days you haven't completed the course, and you want to continue you must pay for the course again for 30 days. I reserve my rights to increase or decrease the prices, change, or modify the content of the course, and even change the content platform and the means of payment.
- About the Spanish Online Course + 10-hour private class (product 2), you will have access to both for 90 days in a calendar year. If you haven't requested or completed your private classes, you will lose them after 90 days after registering.
- About the private 10-hour lesson package: These classes don't have an expiration date as long as the cancellation policies are done correctly. But if you go on vacation and the intended date of return, we don't know, hear about you after a series of e-mails. We will understand you are not coming back for the classes, so I won't owe you any classes since by my end I did my part in contacting you.

#### 9) Data Protection:

The personal data I will ask you for is necessary for the services and access to the course depend on the case.

Your data will also be saved in an e-mail list with the purpose of sending to you relevant information, changes, notifications, useful material, and promotions that are of your interest according to the services you have acquired. If for some reason you are not interested in this kind of material, you just need to unsubscribe at the bottom of the e-mails I send to you or if you prefer you can reply one of my e-mails saying that you want me to delete your email from my list.

It's important for you to know that I apply and respect the laws of data privacy of any country especially in Europe (Ley Orgánica 15/1999 de 13 de diciembre de Protección de Datos de Carácter Personal, el Real Decreto 1720/2007 de 21 de diciembre por el que se aprueba el Reglamento de desarrollo de la Ley Orgánica y demás normativa vigente). If you want to learn more about Privacy Policy of this site, please click on that session next to this one.

#### 10) Prohibitions:

- It is prohibited the full or partial reproduction, broadcasting, selling, distribution of the content in this site whether is for commercial or non-commercial purposes  
If Maria Hicks realizes that a student or other have done a copy, reproduction or distribution of the content in <https://www.spanish-conversation.com> and <https://spanish.gurucan.com/> this person must pay 10.000 USD for the rights of exploitation especially if he or she tries to sell the products to get monetary benefits. This is a compensation for damages and if necessary legal measures will be taken in order to compensate the damages done.

- It is also forbidden sharing passwords with second or third parties and also is forbidden the purchase if the course between many people so they can save money and obtain the benefits. These are illegal practices that causes damages to this business; therefore, it will have legal consequences. Each access is personal and can't be transferred. If Maria Hicks or her team detects that one of these actions have been taken by someone, the access to the course will immediately be stopped forever since his information will be stored in a blacklist and also we reserve the rights to take the case to the court in order to defend our civil rights.

#### 11) Applicable legislation

The relationship between Maria Hicks and her clients will be legally ruled by the current norms of West Virginia Estate, United States of America. Any legal issues will be subject to the court West Virginia Region unless the applicable law refers the case to another site.

#### 12) Modification related to products and services

Maria Hicks reserves her rights to modify this terms and conditions at any given time as per the needs of this website requires according to the law.

In case that a modification occurs in the conditions of the courses and services, it will be informed in this website and if necessary, to the students and clients by e-mail.

En caso de que haya modificaciones en las condiciones de los cursos o servicios se informará en esta web, y si es necesario, a los alumnos y clientes por correo electrónico a medida que sea posible.

#### 13) Conditions and Acceptance of Purchasing

The purchase of any service and products at [https://www.spanish-conversation](https://www.spanish-conversation.com/) and <https://spanish.gurucan.com/> will be understood as the acceptance or agreement of the terms and conditions of these sites.

If you have any questions or clarifications, feel free to contact me directly by e-mail at [info@spanish-conversation.com](mailto:info@spanish-conversation.com)

#### 14) Responsibilities absolutions

Maria Hicks cannot warranty the perfect functionality of [https://www.spanish-conversation](https://www.spanish-conversation.com/) and <https://spanish.gurucan.com/>.

It is possible that these websites experiment technical issues, interruptions, or problems at any time that is out of our control. There might be cases in which these sites present technical issues, virus, cyber-attacks, or any other problem that affects proper access and navigation to the services and products.

Maria Hicks is 100% committed to work out the solutions of these kind of problems as soon as possible, but there will not be any compensation, additional benefits or refund acceptable if any of the above-mentioned issues happens with the exception of the private lessons which conditions will be send to you before you buy it after a meeting or proposal call.

Maria Hicks reserves her rights to sell, partner, or close <https://www.spanish-conversation> and <https://spanish.gurucan.com/>.

If that is the case the clients and students will be informed by e-mail as soon as possible and the access to the courses and any other content in these sites will be close: therefore, no compensation will be given except the one already paid for the products, courses and services listed in these sites to those who had purchased in the last 3 weeks before the closing of the sites and hasn't yet started the courses.

In case of the closing of <https://www.spanish-conversation> and <https://spanishconversation.vipmembervault.com/products>

Due to Maria Hicks with high impossibility to attend the business there will not be refund of course, service and products listed in these sites of other sites and the websites will continue open until the WordPress license expires.

#### 15) About your personal data

##### Privacy Policy

My Company operates <http://www.spanish-conversation.com> and <https://spanish.gurucan.com/>. This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site.

We use your Personal Information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with this policy.

#### 16) Information Collection and Uses

While using our Site, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include but is not limited to your name ("Personal Information").

#### 17) Log Data

Like many site operators, we collect information that your browser sends whenever you visit our Site ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this.

The Log Data section is for businesses that use analytics or tracking services in websites or apps, like Google Analytics. For the full disclosure section, create your own Privacy Policy.

#### 18) Communications

We may use your personal Information to contact you with newsletters, marketing or promotional materials and other information that is useful for you.

The Communications section is for businesses that may contact users via email (email newsletters) or other methods. For the full disclosure section, create your own Privacy Policy.

#### 19) Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site.

#### 20) Security

The security of your Personal Information is important to me but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

#### 21) Changes to This Privacy Policy

This Privacy Policy is effective as of January 2020 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

#### Contact Us

If you have any questions about this Privacy Policy, please contact us at [info@spanish-converstaion.com](mailto:info@spanish-converstaion.com)