

Lingualinks General Terms and Conditions

Lingualinks is an introduction service for families who wish to organise their own foreign language exchanges or hospitality. The service is supplied to families who have registered with the company by internet and by mail.

The following General Terms and Conditions have been compiled to ensure the quality of the Lingualinks service. As a Lingualinks client, we ask you to please read them carefully. The General Terms and Conditions can be downloaded from our web site: www.lingua-links.com or sent to you by post on request.

By becoming a client of Lingualinks you agree to these General Terms and Conditions. The use of our Services as well as the consultation of our website supposes the full acceptance of the General Terms and Conditions by the client. By ticking the box next to the sentence "I agree to the Lingualinks General Terms and Conditions" at the bottom of the registration form, the client validates the registration form and recognises that he/she is fully informed and is legally bound by the clauses of these General Terms and Conditions.

Article 1: Definitions

In these General Terms and Conditions, please note that:

"Lingualinks" refers to the range of Services provided to introduce families who wish to organise non commercial linguistic and cultural exchanges for their children.

"Registration Fees" refers to the charge which enables the client to use the services of Lingualinks over an unlimited period for each child registered.

"Introduction Fees" refers to the charge for the introduction to another family.

"Service(s)" refers to all the services provided to the clients of Lingualinks.

"Family" refers to a client (or a group of clients) of the Lingualinks Service, who has registered and paid for the services of Lingualinks in order to participate in a language exchange or trip. The Family is defined as one or two persons who are the parent(s) of one or several children (legitimate, natural or adopted), who normally reside with them.

"Language Exchange" or "2WayLink" refers to the agreement between two families who take it in turns to host and send their children to each respective family.

"Link Family" refers to a Family that has been introduced to others through the services of Lingualinks in order to organise a language exchange (2WayLink).

"General Terms and Conditions" refers to this contract.

Article 2. Use of Lingualinks Services.

2.1 Conditions of use of the Services offered by Lingualinks

Clients of Lingualinks must be over 18 years old and have completed the registration form.

The Family guarantees that the information communicated by it is accurate and truthful. The Family agrees to inform Lingualinks immediately of any modifications to the information provided at the time of registration.

2.2 Cancellation and termination of agreement.

In accordance with the article L 121-20 of the French Consumer Code, the Family has seven clear days from the date of registration for the Services of Lingualinks to cancel, without any penalties or

reason. However, in accordance with the article L 121-20-2, 1° of the French Consumer Code, this right to cancel is no longer effective once the Family has used the services of Lingualinks (for example has been introduced to a family).

Article 3. Obligations of Lingualinks and clients

Once a Family has registered and paid the fees, it is entitled to use the Services of Lingualinks.

3.1 Obligations of Lingualinks

1. Lingualinks provides an introduction service between families who wish to organise non-commercial linguistic and cultural exchanges for their children.
2. The purpose of Lingualinks is to assist people who are looking for a Link Family abroad to host their child as part of a language exchange (2WayLink).

Lingualinks can not be held responsible for the child's travel or for what happens during the exchange. The service offered by Lingualinks is strictly limited to introducing Families. Therefore it is essential that the Families introduced by Lingualinks get to know each other as much as possible by telephone, email and sometimes even by meeting each other prior to the exchange. If a family is unsure about an exchange, Lingualinks recommends that Families first host a child as a 1WayLink in order to ensure that the children are compatible.

3. Lingualinks can not be held responsible if the Family is not happy with the exchange
4. All the families registered with Lingualinks have been recommended by friends or interviewed by us.
5. Lingualinks informs its Families that it is strictly forbidden to divulge information about the Families represented by Lingualinks to other people. Names, postal and electronic addresses, telephone numbers may only be communicated with prior written permission from Lingualinks.

3.2 Family Obligations

In general the Family is obliged to:

- Conform to current laws, to respect third person rights and the clauses of these General Terms and Conditions.
- To show loyalty to Lingualinks and the other Families.
- To respect the intellectual property laws regarding the information provided by Lingualinks and by other Families.

The Family's fundamental obligations are:

- Not to use Lingualinks for professional, commercial (prospection, agencies).or non personal reasons
- To provide and communicate only exact and truthful information.
- To use the Services of Lingualinks for the purposes described in these General Terms and Conditions.
- To supply accurate information and photographs. The Family takes sole responsibility for the consequences of divulging information about itself or other Families. The Family divulges and communicates information, data, texts, contents and photographs about itself via Lingualinks at its own initiative.

- To inform Lingualinks of any problems concerning the physical or psychological health of applicants (allergies, asthma, phobias, handicaps etc.) and of the treatment required by the applicants.
- To provide the contact details of a reference family with children aged 11-19 when the family has not been introduced to Lingualinks by another family in the network. This person can not be family related.

Failure to comply with the fundamental obligations defined in this document constitutes a serious violation and will lead to termination of the agreement in accordance with article 2.2. above.

Article 4. Fees, payment terms and refunds

1. The fees and payment terms for the various Services are listed below and are also available on the Lingualinks Website.
2. Registration fee:
£60 (€75) per family and per child.
£35 (€38) for siblings whose primary residence is with one of the two parents,
3. Introduction fee:
£260 (€290) per family and per child
4. Discounts may be offered to those who send two or more children to the same family or to those who send a child to the same family year after year.
5. All prices are indicated in pounds sterling and euros and are inclusive of VAT. They may be modified at any time without notice.
6. The sterling rate is only applicable to residents of the UK. All other European and non-European residents will be charged the Euro rate.

4.1 Payment terms

1. The registration fees are due in full at the time of registration.
2. After April 1st or six weeks prior to exchange both the registration and the introduction fees are payable on registration.

4.2 Payment Methods

Sterling payments by bank transfer or by check.

1. A cheque in sterling made out to Lingualinks to be sent to : Lingualinks 114 Princedale Rd, London W11 4NH
2. Sterling bank transfer: Nat West bank. Shepherd's Bush Branch, 25 Shepherd's Bush Green, London W12 8PR. Account No 18104177, sort code 60 11 13
3. Euro bank transfer : CIC Banque Privée Mulhouse SWIFT/IBC: (CMCIFRPP), 40 rue de la Sinne, 68100 Mulhouse, France. IBAN FR76 3008 7332 9100 0200 0840 273

4.3 Cancellation and refunds

1. In accordance with the article L 121-20 of the French Consumer Code, the Family has seven clear days from the date of registration for the Services of Lingualinks to cancel, without any penalties or reason. However, in accordance with the article L 121-20-2, 1° of the French Consumer Code, this right to cancel is no longer effective once the Family has used the services of Lingualinks (for example has been introduced to a family).
2. If one of the families cancels either part of or the entire exchange for any reason not founded on reprehensible behaviour imputable to the child or to the family, Lingualinks will find a replacement family. The introduction fees will be fully reimbursed if Lingualinks can not find another family.
3. If one of the Families decides to cancel hosting the child of its Link Family after its own child has been hosted by its Link Family, for any reason not founded on reprehensible behaviour imputable to the child or to the family, that Family will be obliged to find another family to host the child of the Link Family. Otherwise the Family will be obliged to pay the contribution to expenses finding another family fixed at £100.
4. Lingualinks will refund the introduction fee if we are unable to find you a suitable family.

Article 5. Privacy and protection of Families' Data

1. Lingualinks respects the European and French data protection and privacy laws and has declared its activity to the French authority for the protection of personal data (La Commission Nationale de l'Informatique et des Liberties –CNIL) n° 1275164
2. Some optional information, details or content (photos) which the Family may supply, could reveal the ethnic origins of the Family, its nationality and religion. By supplying this optional information, the Family implicitly agrees to the use of this data considered "sensitive" by Lingualinks and accepts all responsibility for it.
3. Each Family can request access to its data in order to modify or delete it and can also forbid use of the data by Lingualinks (request sent by email or by post to the following address: Lingualinks Lingualinks, 114 Princedale Rd, London W11 4NH).
4. Each Family can at any moment request to be taken off the mailing lists of Lingualinks or its partners.

5.1 What type of information will Lingualinks collect and when?

The Family is required to provide information about its children and itself when it registers with Lingualinks.

5.2 Who has access to this information?

The information collected is used to find you the most suitable family for an exchange. Every precaution is taken to stock the information on a secured database. Only our employees have access to your information which is available to them as and when needed. The personal information provided by you when you register is not accessible to a third party, neither is it transferred, sold or exchanged, except in the cases outlined below and with your prior knowledge and consent.

The Family authorises Lingualinks to reproduce and circulate its profile and research criteria (information, descriptions, images etc.) by telephone, email and post to Families likely to be interested by its profile. Furthermore the Family authorises Lingualinks to transfer the rights concerning the aforementioned data to Lingualinks' partners and successors.

Article 6. Intellectual property

6.1 Information communicated by Lingualinks

1. The Lingualinks brand, the logos, graphics, photographs and texts on the Lingualinks website and on Lingualinks printed material are the exclusive property of Lingualinks or of its partners. Their reproduction, use or representation without the express authorisation of Lingualinks or its partners constitutes an infringement.
2. User rights granted by Lingualinks to the Family are strictly limited to accessing, downloading, printing and reproducing information on all media (paper, hard disk, cd-roms etc) and to using this information for private and personal use within the framework of and for the duration of the Family's contract with Lingualinks. All other use by the Family is forbidden without authorisation by Lingualinks.
3. The Family agrees not to modify, copy, reproduce, download, circulate, transfer, commercially exploit and/or distribute in any form whatsoever, the information concerning other families.

6.2 Information **circulated by the Families**

1. The Family grants Lingualinks a license for use of intellectual property rights concerning the information provided by the Family for the purpose of communicating it to other Lingualinks' Families.
2. This license notably allows Lingualinks to reproduce, represent, adapt, translate, digitalise and use information for advertising, commercial or non commercial purposes.
3. The Family expressly authorises Lingualinks to modify the said contents in order to respect the graphic charter of the Services of Lingualinks or other communication materials and to make them compatible with the technical features and the formats of the media concerned. These rights are conceded worldwide and for the duration of the contract between The Family and Lingualinks.
4. The Family agrees notably not to modify, copy, reproduce, download, communicate, transfer, use commercially and/or distribute in any form whatsoever, the information concerning other families except for use within the framework of the Services for the organisation of exchanges.

Article 7 Responsibility and Guarantee

Lingualinks cannot be held responsible for anything that happens during the child's travel, or during an exchange as the Lingualinks Service is restricted to introducing two Link Families. Lingualinks is committed to finding serious and trustworthy families. Lingualinks does its utmost to verify the information provided by the Family by checking with the reference family provided by the Family as well as with the school of the applicant child. However the service provided by Lingualinks is restricted to the matching of families. For this reason Lingualinks recommends that once the families have been introduced by the Service, they should communicate as much as possible by email, telephone and by post and even organise a preliminary meeting in order to get to know each other and to prepare the exchange. If a family is hesitant about sending their child abroad, Lingualinks recommends hosting a child first in order to ensure that the children are compatible.

The Lingualinks Website may include hypertext links to other websites. As Lingualinks cannot control these websites and external sources, the company cannot be held responsible for their content.

Article 8. Insurance

Lingualinks

Lingualinks recommends that each Family takes out travel insurance at its expense in order to cover medical expenses, loss or theft of personal belongings and any other type of incident.

Article 9. Agreement between the Family and Lingualinks

1. These General Terms and Conditions as well as the pages of the Lingualinks Website to which they refer, constitute a binding contract between the Family and Lingualinks.
2. In the event that one or several clauses in these General Terms and Conditions were to be declared null and void by a law, regulation or following a definitive decision by a competent legal authority, the other clauses remain valid and applicable.

Article 10. On-line availability – Conditions of Use

An up to date version of these General Terms and Conditions is available on the Lingualinks Website

Article 11. Legal scope and jurisdiction

These General Terms and Conditions are governed, interpreted and applied according to French law. The language of interpretation is French when the meaning of a term or a clause in this document is contested. The competent jurisdiction is that under which the registered company LINGUALINKS exists.

Article 12. Who are we?

Lingualinks' activity is operated by LINGUALINKS, a limited company with share capital of 20 000 Euros, registered with the Mulhouse Trade Registry (France) on 20 January 2009 under number TI 509 870 077, whose registered office is located at 1 rue de la Forêt, 68440 Bruebach, France and which is represented by Mme Sarah Lesage, its Managing Director.

The Lingualinks Website is hosted on the servers of 2Le, 25 rue Josué Hofer, 68200 Mulhouse, France.