# SERVICES & NAVIGATION

**TERMS & CONDITIONS** 

# VIRTUS





# T&C FOR THE USE OF LINGUA VIRTUS



INTRODUCTION

Welcome to Lingua Virtus, where we specialize in providing personalized English and Spanish training for the PTE and IELTS (General and Academic) exams.

We offer our online platform: <u>https://linguavirtus.com/</u>, providing a comprehensive educational experience that includes access to personalized classes, exclusive materials developed by experts and additional tools provided through third-party platforms. We create an ecosystem that ensures each student receives the support they need to achieve their academic and professional goals.

Your access to and use of our website and services are governed by these Terms and Conditions, which are designed to establish the guidelines for using our website, the process of contracting our services and the rights and responsibilities of both users and visitors who interact with our platform. By browsing our website or contracting our services: you agree to fully comply with these terms.

We understand the importance of protecting the intellectual property and privacy of our users, that's why we have implemented measures to safeguard both the exclusive content we provide and the personal information we collect. We invite you to carefully read these Terms and Conditions to better understand your rights and obligations when interacting with Lingua Virtus, ensuring a smooth and satisfactory experience.



### 1. Definitions

- Lingua Virtus: Refers to the enterprise that provides specialized English and Spanish training for the PTE and IELTS (General and Academic) exams, providing access to educational services, exclusive materials and third-party platforms through its website and digital channels such as WhatsApp.
- User: A person who accesses the Lingua Virtus website, uses the services offered, interacts with advisors via WhatsApp, and contracts study plans or packages.
- Visitor: A person who browses the Lingua Virtus website without contracting the offered services; includes any individual who interacts with the website without becoming a client.
- Services: Refers to the personalized English and Spanish training, access to exclusive materials and access to third-party platforms provided by Lingua Virtus.
- Exclusive Material: All educational content developed by Lingua Virtus, protected by copyright, including but not limited to study guides, exercises, videos, and any other educational resources.



### 2. Acceptance of Terms

By accessing the Lingua Virtus website and using our services, the User and Visitor accept and agree to comply with these Terms and Conditions. These Terms will be available on the Lingua Virtus website.

### 3. Use of Services

3.1. Redirection to WhatsApp: Lingua Virtus uses WhatsApp its primary communication channel for customer service and contracting services, indicating that the User will be redirected to this channel to complete the service contracting process.

3.2. Contracting and Payment: Once the User has selected a study plan or package, they must accept these Terms and Conditions and then the User will make the corresponding payment to the bank account indicated by Lingua Virtus.

3.3. Access to Services: After payment confirmation, Lingua Virtus will provide the User with access to personalized classes, exclusive material and third-party platforms according to the contracted plan or package.

### 4. Website Use by Visitors

4.1. Access and Navigation: Visitors can access and browse the Lingua Virtus website without the need to register or contract services. However, by using the website, Visitors agree to comply with these Terms and Conditions.



4.2. Usage Limitations: Visitors are not authorized to copy, reproduce, distribute, modify or use the content of the Lingua Virtus website for commercial or personal purposes without prior written consent from Lingua Virtus.

4.3. Data Collection: Browsing the website may involve the collection of certain personal data from Visitors, as established in the Lingua Virtus Privacy Policy. This data is primarily used to improve the user experience and, when applicable, to contact the Visitor if they express interest in Lingua Virtus services.

## 5. Copyright and Intellectual Property

5.1. Protection of Exclusive Material: All educational materials provided by Lingua Virtus are protected by copyright and may not be reproduced, distributed or used in any other way without prior written consent from Lingua Virtus.

5.2. Use of Third-Party Platforms: The User acknowledges that some Lingua Virtus services may involve access to third-party platforms. The use of these platforms will be subject to the terms and conditions of those platforms.

### 6. Transnational Nature

Since Lingua Virtus operates transnationally, these Terms and Conditions are subject to the laws and regulations applicable in the jurisdictions of Colombia and Australia. The User/Visitor agrees to ensure compliance with their local regulations.

### PAYMENTS



### 7. Payments

The payment for the training courses offered by Lingua Virtus must be made through the payment methods enabled and provided through the sales channels. Access to classes is contingent upon prior payment according to the terms established for each course modality. Payments are nonrefundable except in cases specifically indicated in these Terms and Conditions.

Payment for Classes and Training Packages:

7.1. General English Classes: Payment for each class must be made at least 24 hours before the class starts. Students have the option to pay for all classes for the month in advance or individually, class by class.

7.2. English Exam Training Packages: Payment for the training packages must be made in advance and cover the total cost of the contracted package. Fractional payments for training packages are not allowed.

7.3. Payment Options: Lingua Virtus may offer students various secure payment methods, which may include but are not limited to the following:

• Bank deposit: Students can make deposits directly into the bank account designated by Lingua Virtus. Once the deposit is made, the student must send the payment receipt to the email or contact channel provided for sales. It is the student's responsibility to ensure that payment is made within the indicated times to guarantee access to the classes.

### PAYMENTS



- Electronic transfer: Payments can be made through electronic transfers to the bank account provided by Lingua Virtus. To verify the payment, the student must send proof of the transaction.
- Credit or debit cards: Lingua Virtus enables payment through credit and debit cards via secure payment gateways. All transactions are subject to the terms and conditions of the student's financial institution and the policies of the payment gateway used.
- Online payment platforms: Lingua Virtus may offer the option to make payments through recognized online payment platforms (such as PayPal, Stripe, among others). The student must follow the process indicated on the platform to complete the payment successfully.

7.4. Billing or Accounting Support: Upon receipt of payment, Lingua Virtus will issue a confirmation and, where appropiate, a payment receipt that will be sent to the email address registered by the student. This receipt constitutes the only valid proof of payment. If the student requires an invoice for tax or accounting purposes, they must request it at the time of payment, providing the necessary information for its issuance.

7.5. Payment Deadlines:For individual General English classes, payment must be made at least 24 hours before the scheduled class. In the case of English exam training packages, payment must be made in full before the course or program begins, without exception. Fractional payments are not allowed for these packages.

7.6. Currency and Conversion: All payments must be made in the currency specified by Lingua Virtus, which will generally be Colombian pesos (COP), U.S. dollars (USD) or Australian dollars (AUD). Students are responsible for any additional costs associated with currency conversion or international transaction fees.

### PROVISIONS



7.7. Taxes and Fees: Any taxes, bank fees or commissions associated with the transaction are the sole responsibility of the student. Lingua Virtus will not be responsible for covering any additional costs imposed by banks or payment platforms.

7.8. Delays or Payment Failures: Failure to meet the established payment deadlines will result in the suspension of access to the classes or the cancellation of the contracted service. Lingua Virtus does not guarantee course slots if payment has not been completed within the indicated time frames.

7.9. Refund Policy: Lingua Virtus does not offer refunds for payments made, except in cases where the course is canceled for reasons attributable to Lingua Virtus or depending on the conditions applicable in the relevant jurisdiction. In such cases, the interested party must submit a request to the contact email for evaluation of the withdrawal conditions in accordance with the applicable regulations, to authorize a refund or percentage thereof. If a refund is authorized, it will be processed through the payment method indicated by the student and the refund time will be subject to the deadlines of the financial institution or payment platform used.



### 8. Modifications to the Terms

Lingua Virtus reserves the right to modify these Terms and Conditions at any time. Any changes will be notified to Users and Visitors through the website or by email.

Continued use of the services and browsing the website after any modification implies acceptance of the new Terms.

### 9. Limitation of Liability

Lingua Virtus is not responsible for direct, indirect, incidental, consequential or special damages resulting from the use or inability to use the services, including data loss or inability to access third-party platforms. Nor will it be responsible for any damage arising from browsing the website by Visitors.

### 10. Applicable Law and Jurisdiction

These Terms and Conditions will be governed and interpreted in accordance with the laws of Colombia and Australia. Any dispute arising in relation to these Terms will be subject to the exclusive jurisdiction of the courts of Colombia.

### 11. Contact

For any inquiries related to these Terms and Conditions, the User and Visitor contact Lingua Virtus via can info@linguavirtus.com.

