Terms and Conditions: wedceducation.com

The Terms & conditions were last updated on July 29, 2021

1. Introduction

These Terms and conditions apply to this website and to the transactions related to our products and services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

2. Binding

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and conditions. In some particular cases, we can also ask you to explicitly agree.

3. Electronic communication

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

4. Intellectual property

We or our licensors own and control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website.

4.1 All the rights are reserved

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

5. Newsletter

Notwithstanding the foregoing, you may forward our newsletter in the electronic form to others who may be interested in visiting our website.

6. Third-party property

Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third

parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

7. Responsible use

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

8. Idea submission

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

9. Termination of use

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

10. Warranties and liability

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an "as is" and "as available" basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that:

- this website or our content will meet your requirements;
- this website will be available on an uninterrupted, timely, secure, or error-free basis.

Nothing on this website constitutes or is meant to constitute, legal, financial or medical advice of any kind. If you require advice you should consult an appropriate professional.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total price that you paid to us to purchase such products or services or use the website. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

11. Privacy

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We have developed a policy to address any privacy concerns you may have. For more information, please see our <u>Privacy Statement</u> and our <u>Cookie Policy</u>.

12. Export restrictions / Legal compliance

Access to the website from territories or countries where the Content or purchase of the products or Services sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of Viet Nam.

13. Assignment

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

14. Breaches of these Terms and conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

15. Force majeure

Except for obligations to pay money hereunder, no delay, failure or omission by either party to carry out or observe any of its obligations hereunder will be deemed to be a breach of these Terms and conditions if and for as long as such delay, failure or omission arises from any cause

beyond the reasonable control of that party.

16. Indemnification

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

17. Waiver

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

18. Language

These Terms and Conditions will be interpreted and construed exclusively in English and Vietnamese. All notices and correspondence will be written exclusively in that language.

19. Entire agreement

These Terms and Conditions, together with our <u>privacy statement</u> and <u>cookie policy</u>, constitute the entire agreement between you and Windsor-Essex Education Development Company in relation to your use of this website.

20.Updating of these Terms and conditions

We may update these Terms and Conditions from time to time. The date provided at the beginning of these Terms and Conditions is the latest revision date. We will give you a written notice of any changes or updates, and the revised Terms and Conditions will become effective from the date that we give you such a notice. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions. To request a prior version of these Terms and conditions, please contact us.

21. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of Viet Nam. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of Viet Nam. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

22. Contact information

This website is owned and operated by Windsor-Essex Education Development Company. You may contact us regarding these Terms and Conditions through our <u>contact</u> page.

Our complete Statutory and regulatory disclosures can be found on this page.

23. Disclaimer

Windsor-Essex Education Development Company is committed to keeping this website up to date and accurate. Should you nevertheless encounter anything that is incorrect or out of date, we would appreciate it if you could let us know. Please indicate where on the website you read the information. We will then look at this as soon as possible. Please send your response by email to: admin@wedceducation.com.

We are not liable for loss as a result of inaccuracies or incompleteness, nor for loss resulting from problems caused by or inherent to the dissemination of information through the internet, such as disruptions or interruptions. When using web forms, we strive to limit the number of required fields to a minimum. For any loss suffered as a result of the use of data, advice or ideas provided by or on behalf of Windsor-Essex Education Development Company via this website, Windsor-Essex Education Development Company via this website, Windsor-Essex Education Development company accepts no liability.

The use of the website and all its components (including forums) is subject to terms of use. The mere use of this website implies the knowledge and the acceptance of these terms of use.

Responses and privacy inquiries submitted by email or using a web form will be treated in the same way as letters. This means that you can expect a response from us within a period of 1 month at the latest. In the case of complex requests, we will let you know within 1 month if we need a maximum of 3 months.

Any personal data you provide us with in the context of your response or request for information will only be used in accordance with our privacy statement.

Windsor-Essex Education Development Company shall make every reasonable effort to protect its systems against any form of unlawful use. Windsor-Essex Education Development Company shall implement appropriate technical and organizational measures to this end, taking into account, among other things, the state of the art. However, it shall not be liable for any loss whatsoever, direct and/or indirect, suffered by a user of the website, which arises as a result of the unlawful use of its systems by a third party.

Windsor-Essex Education Development Company accepts no responsibility for the content of websites to which or from which a hyperlink or other reference is made. Products or services offered by third parties shall be subject to the applicable terms and conditions of those third parties.

Our employees shall make every effort to guarantee the accessibility of our website and to continuously improve it. Including for people who use special software due to a disability.

This website is therefore built according to the WCAG 2.1 level AA guidelines. These guidelines are internationally recognised agreements on accessibility, sustainability, interchangeability, and findability of websites.

All intellectual property rights to content on this website are vested in Windsor-Essex Education Development Company.

Copying, disseminating and any other use of these materials is not permitted without the written permission of Windsor-Essex Education Development Company, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote), unless specific content dictates otherwise.

If you have any questions or problems with the accessibility of the website, please do not hesitate to <u>contact us</u>.