

TERMS AND CONDITIONS

Definitions:

Below are the definitions of terms used in this document:

Service Provider: The legal entity that provides the online language learning service for the IBO. In our case, it is Global Learning Solutions L.L.C. a USA based Service Provider.

Billing Company: The legal entity that will be accepting payments for the online language learning service. In this case, it is Global Learning Solutions LTD. a UK Company that has contracted with GLS, L.L.C. to provide sales and marketing of the online language learning service within Europe and the European Union.

Independent Business Owner (IBO): The private person or legal entity who participates in the sale and marketing of the Train2Talk online language learning product, and also purchases the service and uses it through the Service Provider's product website.

GLS, L.L.C. has developed a new, easy system for learning languages and We Welcome You as a IBO
The Service provided to IBOs is a weekly subscription service, that grants access to the train2talk online language learning site for 7 days, unlimited daily use, whenever a weekly payment is received by GLS, LTD. IBO agrees to subscribe for the service and grants permission to GLS, LTD. to take automated payments from IBO's debit/credit card, as long as the IBO wishes to use the service.

GLS, LTD. will be using Barion as our credit/debit card processor for online subscription and card payments.

Barion Payment Zrt. provides a convenient and secure online payment option for our company. Their financial authorization number is H-EN-I-1064/2013. During the payment process, our IBOs will be redirected to the Barion payment site and the payment happens directly through their secure system. Our company can't see, can't access and does not store your card details in any way. You can pay with the following cards: MasterCard, Maestro, Visa, Visa Electron, American Express.

Global Learning Solutions L.L.C. hereinafter referred to as the **Service Provider**, provides its IBOs with a **7 DAY UNCONDITIONAL SATISFACTION GUARANTEE** for the access to its online language learning site. **If you are dissatisfied for any reason, your first week's subscription payment will be fully (100%) refunded. The IBO further agrees that after the 7 DAY satisfaction guarantee THERE ARE NO FURTHER REFUNDS. IF THE IBO USED A CREDIT CARD TO PURCHASE ACCESS, THEY IRREVOCABLY AGREE TO NOT INITIATE A CHARGEBACK AGAINST THE SERVICE PROVIDER.**

If IBO decides to cancel for any reason within 7 days from IBO's initial purchase date, a refund request must be e-mailed to: admin@learn-biz.com. 100% of IBO's purchase price will be placed back on the credit card used to make the initial purchase within 7-10 business days.

If, after the 7-day satisfaction guarantee IBO chooses to discontinue paying the weekly access fee payment, a subscription cancellation request must be provided (e-mailed) no fewer than **2 days prior** to the weekly access expiration date to: admin@learn-biz.com.

The Service Provider offers a 100% refund for your first 7-day access payment, where you can use the product. **Please contact admin@learn-biz.com first to resolve any issues.**

You are agreeing to Service Provider's "TERMS AND CONDITIONS" Policy by electronically proceeding with a purchase.

License: Service Provider grants to the IBO a non-exclusive license to use the language learning site solely for its intended purpose on a weekly basis. Title and all ownership and proprietary rights to the language learning portal remain the property of Service Provider.

Modifications to Terms and Additional Terms

Service Provider reserves the right, at any time, to modify, alter, update or remove portions of these Terms. Please check them (including our privacy statement and all other policies) from time to time as your continued use of the Site signifies your acceptance of any changed items. The Terms also include additional terms that may apply to specific services and software you may access on or from the Site ("Additional Terms"). Such Additional Terms will be available for you to read in connection with your use of such service. If there is any conflict between the Additional Terms and the terms expressly stated on this page, the Additional Terms shall control.

Acceptance of the Terms

Your use of the Site is your acceptance of the Terms. If you do not agree to all the Terms, do not use the Site or any services offered on the Site. You may not use the Site or accept the Terms if: (a) you are not of legal age to

enter into a binding contract; or (b) you are a person prohibited by the laws of the United States of America or any other country from receiving the services on the Site, including export and import control laws.

Restrictions on Use of The Site and Its Content

The Site is owned and operated by Service Provider. All materials appearing on the Site, including the text, site design, logos, graphics, icons and images, as well as the selection, assembly and arrangement thereof, are the sole property of Service Provider and our licensors. You agree to use the content of the Site only for your personal use and for no other purpose.

Any copying, modification, reproduction, performance, display, incorporation into any other Website or other work, mirroring the Site, redistribution, retransmission or publication of any material is strictly prohibited without Service Provider's express written consent.

You agree not to change or delete any copyright, trademark or other proprietary notices.

You must give us prior written notice if you wish to link any other web page, etc. to our Site. Such notice should be sent to admin@learn-biz.com. We reserve the right to refuse anyone permission to link to our Site, for any or no reason.

Accounts and Registration

You acknowledge and agree that, when you elect to access or use certain services on the Site that require registration, in consideration for your use of such services, you will: (a) provide complete and accurate information about yourself in the required fields in any registration forms and (b) promptly update such information to keep it accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if we have reasonable grounds to suspect that the information is not true, accurate, current, or complete, we may suspend or terminate your account and/or refuse any current or future use of the Site, including any services. As part of the registration process, you will receive a password and account designation. You agree to keep the password confidential and acknowledge that you are responsible for all activities that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account. We cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements concerning your password and account usage.

You agree that you will not misuse or abuse account access and passwords, including, without limitation, giving access to third parties or allowing third parties to gain access to information from the Site through you. You agree not to use the Site, or any content contained in it for any illegal or inappropriate activities.

The Service Provider may or may not elect to pre-screen, monitor or edit the content posted by users of services, forums, chat rooms, message boards, newsgroups, software libraries or other interactive services that may be available on or through the Site. However, the Service Provider and our agents have the right at our sole discretion to remove any content that, in our judgment, does not comply with these Terms or is otherwise harmful, objectionable or inaccurate. We are not responsible for any failure or delay in removing such content.

You acknowledge and agree that Service Provider may access, preserve, and disclose your account information and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third-parties; (d) respond to your requests for IBO service; or (e) protect the rights, property, or personal safety of Service Provider, its IBOs and the public.

You acknowledge and agree that the Service Provider reserves the right, in The Service Provider's sole discretion, to terminate accounts that are inactive for an extended period of time, and that such period of time may be determined in The Service Provider's sole discretion.

Access and Provision of Services

You agree that Service Provider may stop providing all or any portion of the Site (including any services and features within the services) to you or to all users at Service Provider's sole discretion, without any prior notice to you.

You agree that if we disable access to your account, you will be prevented from using certain portions of the Site, including certain services, and you may be denied access to any information, including files, contained in your account.

You acknowledge and agree that your access to the Site, including any services, will not necessarily be uninterrupted, timely, secure, or error-free.

You agree not to copy, sell, resell, rent, lease, loan, sublicense, redistribute, or create any derivative work of, any portion of the Site, including any services included on the Site. You agree not to offer any services on the Site on an application service provider ("ASP") or time-sharing basis.

Rules of User Conduct

By posting information in or otherwise using any communications service, forum, message board, newsgroup,

software library or other interactive service that may be available to you on or through the Site, you agree that you will not upload, post or otherwise distribute or facilitate distribution of any content – including text, communications, software, images, sounds, data or other information – that:

1. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy (including stalking), tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals) or otherwise violates these Terms or Privacy Statement;
2. you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
3. victimizes, harasses, degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
4. infringes any patent, trademark, trade secret, copyright, right of publicity or other proprietary right of any party;
5. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation or any form of lottery or gambling;
6. contains software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
7. interferes with or disrupts our services or servers or networks connected to the Site;
8. intentionally or unintentionally violates any applicable local, state, national or international law, and any regulations having the force of law;
9. collects or stores personal data about other users; or
10. impersonates any person or entity, including any employee or representative of the Service Provider or otherwise misrepresents your affiliation with a person or entity.

Special Admonitions for International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws.

Indemnity

You agree to indemnify and hold Service Provider, and its subsidiaries, affiliates, officers, agents, licensors, partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit or make available through the Site, your use of the Site, your connection to the Site, your violation of the Terms, or your violation of any rights of another.

Disclaimers

While the Service Provider endeavors to provide the most accurate, up-to-date information available, the services, directories and information contained in the Site may, at times, contain technical inaccuracies or typographical errors, and may be changed or updated without notice. The Service Provider cannot guarantee that the services, content or other information provided through the Site will be accurate or up-to-date. The Service Provider reserves the right without prior notice to discontinue or change the specifications on products and services offered on the Site without obligations. From time to time, The Service Provider may make suggestions or recommendations of certain products or services. However, the Service Provider makes no guarantee as to satisfaction for the Service Provider's suggestions or recommendations or that the suggested or recommended products or services will meet your expectations.

THE SITE AND THE CONTENT ON THE SITE ARE PROVIDED BY THE SERVICE PROVIDER ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. THE SERVICE PROVIDER AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, AVAILABILITY, SECURITY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THE MATERIALS ON THE SITE OR ANY WEB SITES LINKED TO THIS WEB SITE. The Service Provider AND ITS LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE OPERATION OF THE SITE, AND THE SERVICES, INFORMATION, CONTENT, MATERIALS OR VEHICLES INCLUDED ON THE SITE. DOWNLOAD OF ANY MATERIAL FROM THE SITE IS DONE AT YOUR OWN RISK AND DISCRETION AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ANY LOSS OF DATA THAT MAY RESULT FROM SUCH DOWNLOAD.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Limitation of Liability

IN NO EVENT SHALL THE SERVICE PROVIDER OR ITS LICENSORS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, UNDER ANY THEORY OF LIABILITY (INCLUDING TORT, CONTRACT OR ANY OTHER THEORY), AND INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM

LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OR PERFORMANCE OF THE SITE, ITS SERVICES, CONTENT, MATERIALS OR LINKS. THIS LIMITATION WILL APPLY EVEN IF THE SERVICE PROVIDER OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF ANY WARRANTY OR REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE TOTAL LIABILITY OF THE SERVICE PROVIDER AND ITS LICENSORS WILL BE LIMITED TO THE AMOUNT PAID BY YOU TO THE SERVICE PROVIDER, IF ANY, FOR ACCESSING OR USING THE SITE. ANY CLAIMS RELATING TO MATERIALS DOWNLOADED PURSUANT TO A SEPARATE LICENSE ARE GOVERNED SOLELY BY THAT LICENSE.

Links

The Site may contain links to other sites on the Internet that are owned and operated by third party vendors and other third parties. The Service Provider is providing these links solely as a convenience. The appearance of a link does not imply the Service Provider's endorsement of the link/site, nor is the Service Provider responsible for the content of any linked site. You access linked sites at your own risk.

Third Party Content

Certain content from third party vendors may be made available as part of the Site. This content is believed to be reliable, but the Service Provider does not endorse or guarantee the accuracy or completeness of this content.

Compliance with Laws

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Site. The Service Provider may, at Service Provider's sole discretion, report actual or perceived violations of law to law enforcement or other appropriate authorities. If the Service Provider becomes aware, through a complaint or otherwise, of any potential or suspected violation of these Terms or the Privacy Statement, The Service Provider may (but are not obligated to) conduct an investigation to determine the nature and extent of the suspected violation and the appropriate enforcement action, during which investigation the Service Provider may suspend services to any IBO being investigated and/or remove any material from our servers. You agree to cooperate fully with any such investigation. You acknowledge that violations of these Terms or the Privacy Statement could subject you to criminal or civil penalties.

User Responsibilities, Communications, Feedback, and Submissions

The Service Provider welcomes your comments and feedback regarding the Site. However, the Service Provider does not want and cannot accept any ideas, materials or suggestions you consider to be confidential or proprietary. Accordingly, all comments, feedback, ideas, suggestions and other similar submissions disclosed, submitted or offered to the Service Provider using the Site or otherwise (collectively, "Submissions") are not confidential and will become and remain the Service Provider's property. The Service Provider shall be entitled to use, display, publish, reproduce, modify, transmit, sublicense, translate and create derivative works from and distribute these Submissions in any medium and through any method of distribution, transmission or display for any purpose, commercial or otherwise, without compensation or any other obligation to the provider of the Submissions.

Termination of Usage

The Service Provider may terminate or suspend your access to all or part of the Site, without notice, for any conduct that the Service Provider, in our sole discretion, believe is disruptive to the Site or is in violation of any applicable law or these Terms.

Privacy Policy

The Service Provider considers the privacy of the IBOs to be paramount, and we have developed a privacy policy to protect and inform our users. The Service Provider's current Privacy Policy is incorporated herein by reference and made part of these Terms.

Disputes

You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state or federal courts of Wyoming, USA, and that you hereby consent and submit to the exclusive jurisdiction and venue of such courts. No action arising under or relating to these Terms may be brought by either party more than one year after the cause of action has occurred.

Attorney Fees & Costs

IBO agrees to pay Service Provider's court cost and its reasonable attorney's fees (including Trial and Appellate attorney's fees) incurred in enforcing this Agreement. Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights available to Service Provider.

Severability

If any provisions of this Agreement shall be held by any Court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of the Agreement shall not be affected by such decision, and the remaining provisions hereof shall be enforceable as if such illegal, invalid or unenforceable provision were never a part thereof.

Mediation and Arbitration

Any disputes between the parties hereto, whether arising under this Agreement or otherwise, which the parties cannot resolve between themselves using good faith shall be:

Referred to a court certified mediator of the Court in the County of the principal office of the Service Provider, and any mediation shall be held in the County of the principal office of the Service Provider. The parties shall share equally in the cost of said mediation.

In the event that said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator residing in the County of the principal address of the Service Provider. The arbitration shall be held in the County of the principal office of the Service Provider. The Service Provider shall recover all fees and costs of said arbitration. In the event that the parties are unable to agree upon an arbitrator within 15 days of the date on which either party requests arbitration of a matter, the arbitrator shall be provided by the American Arbitration Association. The parties further agree that full discovery shall be allowed to each party to the arbitration and a written award shall be entered forthwith. Any and all types of relief that would otherwise be available in Court shall be available to both parties in the arbitration. The decision of the arbitrator shall be final and binding. Arbitration shall be the exclusive legal remedy of the parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

If either party refuses to comply with a ruling or decision of the arbitrator and a lawsuit is brought to enforce said ruling or decision, it is agreed that the party not complying with the ruling or decision of the arbitrator shall pay the court costs and reasonable attorney's (including Trial and Appellate attorney's fees incurred in enforcing the ruling or decision of the arbitrator. Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights available to Service Provider

Non-Impairment of Goodwill.

IBO shall not disparage, in any manner or respect, Service Provider or Service Provider s financial soundness and responsibility, personnel or practices.

Copyright/trademarks

All such trademarks, trade names service marks and copyrights are proprietary to the Service Provider and may not be used in connection with any product or service that is not the Service Provider's, in any manner that is likely to cause confusion among IBOs or in any manner that disparages or discredits us, without our written permission.

Please feel free to contact us to resolve a complaint regarding any aspect of service relating to the Site by, sending e-mail to admin@learn-biz.com. Upon your request, you may have these Terms sent to you by e-mail.

How to Contact Us:

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