

ROJAS SPANISH LANGUAGE, INC.
LA CASA ROJAS SITE ACCESS AND SUBSCRIPTION TERMS AND CONDITIONS

Your use of the **Rojas Spanish Language, Inc. (“RSL”) Web site (the “Site”)** and the **La Casa Rojas (“LCR”)** language training service made available through the Site is subject to these **Terms and Conditions**.

THE **SITE** IS INTENDED FOR USE ONLY FOR LAWFUL PURPOSES. BY SUBSCRIBING TO THIS SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS OF USE. YOU ALSO AGREE TO REVIEW THIS AGREEMENT PERIODICALLY IN ORDER TO BE AWARE OF MODIFICATIONS TO THE AGREEMENT, WHICH MODIFICATIONS **RSL** MAY MAKE FROM TIME-TO-TIME AND AT ANY TIME. YOUR CONTINUED ACCESS TO OR USE OF THIS **SITE** WILL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF ANY MODIFIED AGREEMENT.

BY CLICKING “I ACCEPT” BELOW, YOU ACKNOWLEDGE YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS.

CONTACT INFORMATION

Rojas Spanish Language, Inc.
545 Ashland Avenue #2
St. Paul, Minnesota 55102

CUSTOMER SERVICE

support@rojasspanish.com
651-330-9826

Telephone support is available 9 AM till 5 PM CST Monday through Friday. Please allow 24 hours for a return call.

SITE ACCESS AND USE. Subject to these **Terms and Conditions**, you may access and use the **Site** to access the **LCR** language training service. Your access is limited to the time period for which you have paid the applicable subscription fee. Your access is also personal. You must not use the **LCR** language training service to provide services to others, or permit or aid others to use the **LCR** language training service. **RSL** strives to provide **LCR** to its Subscribers on a continuous basis. To that end, **RSL** will take all commercially reasonable efforts to provide uninterrupted Access to **LCR** to its Subscribers. However, from time to time, Subscribers may be unable to Access **LCR** due to conditions beyond **RSL’s** control. Such conditions include, but are not limited to: Force Majeure or Acts of God, power outages, and the acts of computer hackers and others acting outside the law. Also, from time to time, Access may be unavailable due to software issues, programming errors,

regular maintenance of the system, and other related reasons. In response to any unavailability of **LCR** to its Subscribers, **RSL**, Inc. will take all commercially reasonable steps to ensure Access is restored within a reasonable period of time. The term commercially reasonable shall be determined solely by **RSL**. **RSL** endeavors to provide the highest quality content to its Subscribers. To that end, **RSL** reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of this Site and **LCR** including, without limitation, the content, availability, Access and/or the terms of this Site, in whole or in part, or to impose new conditions, including, without limitation, a modification of fees and charges for use at any time. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may include posting such changes on this Site.

PROHIBITED CONDUCT. Users expressly agree to refrain from doing, either personally or through an agent, any of the following:

- a. Transmit, install, upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Site that in any way affects the use, enjoyment or service of the Site; adversely affects **RSL** computers or databases;
- b. Otherwise engage in any action which **RSL** determines is detrimental to the use and enjoyment of the Site;
- c. Capture, download, save, upload, otherwise retaining information and content available on **LCR** other than what it expressly allowed by the terms of this Agreement;
- d. Permit or provide others Access to **LCR** using Your username or password or otherwise;
- e. Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site;
- f. Remove or modify any copyright, trademark, legal notices, or other proprietary notations from the content available on the Site;
- g. Transfer the Site content to another person; “frame,” “mirror,” “in-line link,” or employ similar navigational technology to the Site content; “deep link” to the Site content;
- h. Violate **RSL** security mechanisms, Access any data or server You are not authorized to access; or otherwise breach the security of the Site or corrupt the Site in any way;

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- b. Otherwise engage in any action which **RSL** determines is detrimental to the use and enjoyment of the Site;
- c. Capture, download, save, upload, otherwise retaining information and content available on **LCR** other than what it expressly allowed by the terms of this Agreement;
- d. Permit or provide others Access to **LCR** using your username or password or otherwise;
- e. Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site;
- f. Remove or modify any copyright, trademark, legal notices, or other proprietary notations from the content available on the Site;
- g. Transfer the Site content to another person; “frame,” “mirror,” “in-line link,” or employ similar navigational technology to the Site content; “deep link” to the Site content;
- h. Violate **RSL** security mechanisms, Access any data or server you are not authorized to access; or otherwise breach the security of the Site or corrupt the Site in any way;
- i. Engage in any other conduct which violates the Copyright Act or other laws of the United States.
- j. Use any device or other means to harvest information about other Users.

In order to ensure that Users of the Site do not engage in Prohibited Conduct, **RSL** reserves the right to monitor use of the Site and reserves the right to revoke or deny Access to **LCR** to any person or

entity whose use of the Site suggests Prohibited Conduct. Access of the materials available at **LCR** beyond that of normal patterns of use that suggests systematic copying of the materials constitutes abuse of **LCR** and will result in revocation or denial of Access to **LCR**. The terms “normal patterns” and “abuse” shall be determined solely by **RSL**.

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SECURITY. You will need to create a password to access the Site. Do not disclose your password to any other party, or otherwise give any other party access to the **LCR** language training service through the Site. You assume responsibility for any unauthorized use of your password, and you must promptly inform **RSL** of any actual or suspected unauthorized use. You must limit your use of the Site to the information and functions made available through your password, and you must not attempt to access information of other users or other functions. You should promptly report any circumstances in which such other information or functions are made available to you in error, or any other security issue of which you become aware. You must not interfere, disrupt, or attempt to interfere or disrupt the operation of the Site or of the networks connected to the Site through your use of the Site or otherwise. You acknowledge and agree that **RSL** may monitor access and use of the Site for security purposes. **INFORMATION.** The Site might include access to information about products and services of other parties. **RSL** does not guarantee the accuracy of any such information and your reliance on that information is at your own risk. **INTELLECTUAL PROPERTY.** You acknowledge and agree that all content you access or that is made available to you through the Site is the property of **RSL** and of its suppliers, including but not limited to all information, text, graphics, trademarks, logotypes, data and data compilations. That content is protected by United States and international trademark, copyright and other intellectual property right laws. Any software that is accessed or made available through the Site may be used only for the purpose of the Site. You may not reverse engineer, decompile or disassemble that software, or attempt to do so. Copyright © 2007-2008 Rojas Spanish Language, Inc. All rights reserved 5

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