



Sale Conditions - Australia
applicable from 1/03/16

Sale of a subscription to the website takes place after a user has tested the product by undertaking the test unit called “les loisirs” which is free of charge. It is the user’s or school’s responsibility to check that their access to the website works prior to their enrolment.

1) Enrolment and subscription

All of the prices quoted are in Australian dollars, and do not include GST. All prices are correct at the time of publication. Prices are subject to change without notice. A \$10 late fee per student will apply if payment is not received by the due date.

a) Individual users:

The current rate is AUD\$66 (sixty six Australian dollars) per student for a set of ten units accessible until the end of November (to coincide with the VCE Year 12 final examination). GST is not applicable.

The subscription is payable by personal cheque or PayPal.

If paying by cheque, a subscription form available on our website needs to be filled in. The cheque and the subscription form need to be sent to

Ecoutez Bien membership
PO Box 1360
Camberwell, VIC 3124

10 units for individual users:

- Y11 students are automatically enrolled in:

"les transports"/transport, "l'habitation"/housing, "les paiements"/payment, "le travail"/work, "l'histoire"/history, "les voyages"/travelling, "le monde qui change"/ the changing world, "à table"/ food, "le corps et la santé"/body and health, "conversations vie de tous les jours"/ everyday life conversations.

- Y12 students are automatically enrolled in:

"les pays francophones"/French speaking countries, "thèmes généraux"/general topics, "le paysage en mouvement"/ the changing world, "l'étude approfondie"/ detailed study, "la famille et les jeunes"/ family and youth, "la santé et la recherche médicale"/health and research, "les problèmes sociaux"/social issues, "les icônes"/icons, "la technologie et l'écologie"/ technology and ecology and "l'Australie"/ Australia.

Please note: Language Tub licences for the Ecoutez Bien website are for individual use only. These licences are non transferable.

TEACHERS MAY NOT PURCHASE AN ACCESS AND SHARE IT WITH THEIR STUDENTS. THIS INCLUDES PLAYING THE SOUND FILES IN CLASS.

Teachers may demonstrate the website to their students using the free unit “les loisirs”.

b) School group rates:

The current rate is AU\$66 (sixty six dollars) per student for a set of fourteen units accessible until the end of November (to coincide with the VCE Year 12 final examination). GST is not applicable. One teacher per class receives free access to her/his students' results.

The subscription is payable **in a single transaction** by cheque or bank transfer.

Teachers are able to choose what units their class will be enrolled in. Teachers may wish to choose units that mirror the topics covered in class or on the contrary, units that complement their course (ie topics not covered in class).

The 14 units may be chosen among the following units:

Units with simpler topics	Units with more complex topics
"les modes de transport"/transport	"les pays francophones"/French speaking countries
"l'habitation"/housing	"thèmes généraux"/general topics
"les paiements"/payment	"le paysage en mouvement"/ the changing world
"le travail"/work	"l'étude approfondie"/ detailed study
"la musique"/ music	"la Nouvelle Calédonie"/ New Caledonia
"l'histoire"/history	"la famille et les jeunes"/ family and youth
"les voyages"/travelling	"la santé et la recherche"/health and research
"le monde qui change"/ the changing world	"les problèmes sociaux et les styles de vie"/social issues and lifestyles
"à table"/ food	"les icônes"/icons
"le corps et la santé"/body and health	"la technologie et l'écologie"/ technology and ecology
"conversations de la vie de tous les jours"/ everyday life conversations	"l'Australie"/ Australia
"les médias" / media	"les arts dans le monde Francophone"/ art in the French-speaking world
"les problèmes" sociaux, éthiques..." / Issues: social, ethical... issues	"les sciences dans la vie de tous les jours" / science in everyday life
	"les animaux dans nos vies" / animals in our lives

Note: Teachers may enrol their class in the 14 units when they purchase their subscription or they may only make a partial selection.

To help teachers choose, a more detailed description of the sub-topics covered in each unit is available from emilie@languagetub.com and teachers may ask for a temporary access to all the units, allowing them to evaluate their suitability for their class.

c) Subscription

In both cases a **subscription form** available on our website **needs to be filled**. An invoice will be sent to the email address provided on that form.

d) Payment options

Please pay either by

Cheque

Kindly make cheque payable to Language Tub and post to

Ecoutez Bien Subscription
PO BOX 1360
Camberwell, VICTORIA 3124
with the invoice we sent you.

Bank Transfer –Bank Australia

BSB 313-140 Account 12 037 500 Account Name Language Tub Pty Ltd

If paying by transfer, please write your **invoice # as a reference** and send a print out of the **confirmation page** with this completed form or a Remittance Advice to emilie@languagetub.com

PayPal

individual users may purchase their subscription via PayPal

Note: We do **not have any agreement with booklist companies**. If schools choose to collect the subscription fee via a **booklist**, it is their responsibility to receive the funds from the booklist company and to ensure that all students have purchased it. This may require collecting missing amounts. **Payment for the school subscription needs to be done in one transaction only.**

NOTE: A \$10 late fee per student will apply if payment is not received by the due date.

e) Activation

Once payment has been processed (allow five working day), the user (individual user or school contact person) will receive access to the units for the period mentioned above. If the user is granted access before payment is received, it is the user's responsibility to ensure that payment is processed in time to avoid late payment fees.

2) Refund Policy

A user who has attempted no more than two units according to our database and is dissatisfied with them may ask for a refund. A user has 7 days to contact Language Tub by email (emilie@languagetub.com) and cancel her/his registration if s/he wishes to do so. An AUD\$22 (twenty two dollars) cancelation fee applies.

3) Use of the Website

The Registered User Terms and Conditions of the website are attached to this document. They are also available on the Ecoutez bien website and can be requested by emailing emilie@languagetub.com

4) Your privacy

Your rights are covered in the attached Registered User Terms and Conditions. This is to remind you that:

- In addition to your personal details and results, we collect anonymous information about users and their activities on our website (for example average time spent on one exercise, average time spent connected or average students' results on one exercise). This information is not linked to a user. We use this information to assist us in improving your learning experience.
- Your privacy is important to us.
- We will never sell your information to a third party.
- We may need to share your information to a third party in order to comply with law or to comply with a court order.
- We reserve the right to change, modify, or revise this Privacy Policy in order to comply with any applicable law at any time. Therefore, users should regularly check the Privacy Policy.

Students privacy in School Subscriptions:

- Teachers should make their class aware that they are able to check their students' results as well as answers.
- They may also be able to check when exercises were completed and how long students spent on the specific questions.



REGISTERED USER TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement the following terms are defined:

“Agreement” means these terms and conditions.

“Confidential Information” of a party means all information and data in any medium or form in relation to the technology, assets, finances and operations of the party, but excludes any information which:

- (a) was known to the other party prior to the date of this Agreement, and which is not the subject of an existing obligation of confidence;
- (b) is in, or enters, the public domain otherwise than as a result of the other party’s breach of this Agreement or breach of other obligation of confidence; or
- (c) is lawfully obtained by the other party from a person who is not under an obligation of confidence to the first party in respect of that information.

“Client” means School and/or Student, as the context requires.

“Ecoutez Bien” means Language Tub Pty Ltd trading as Ecoutez Bien.

“External Service Provider” means any third party that Ecoutez Bien engages to provide any aspect of the Services.

“Intellectual Property Rights” includes, without limitation, all rights attaching to inventions, patents, designs, trade marks, copyright, circuit layouts and confidential information.

“Personnel” means all officers, employees, representatives, agents, contractors and consultants.

“School” means educational institution which purchases Subscriptions for Students.

“Services” means the language tuition services provided by Ecoutez Bien, including access to foreign language audio content and written tuition materials, exercises and units, assessment and results, as published on the Website from time to time.

“Student” means any individual:

- who purchases a Subscription to use the Services; or
- on whose behalf a School purchases a Subscription to use the Services.

“Subscription” means any subscription purchased by Client to use the Services.

“Subscription Fee” means the cost of a Subscription to use the Services, as published on the Website from time to time.

“Trial Subscription” means limited access to Services provided for trial purposes.

“Website” means the website located at www.ecoutezbien.com and www.ecoutezbien.com.au or any other website used by Ecoutez Bien to provide the Services.

2. AGREEMENT

2.1. These terms and conditions govern the provision of the Services by Ecoutez Bien and Client access to the Services.

2.2. Client acknowledges and agrees that no contract for the provision of Services will be formed between the parties unless and until:

- (a) If Client is a School, School holds a Trial Subscription and verifies it can access the Services;
- (b) Client reads and accepts these terms and conditions and reads the Ecoutez Bien privacy policy available on the Website;
- (c) If Client is a Student under 18 years of age Student's, parent or guardian reads and accepts these terms and conditions on behalf of Student;
- (d) If Client is a School, School provides Ecoutez Bien with a list of Students’ names and email addresses;
- (e) If Client is a School, Student logs onto website and reads and accepts these terms and conditions;
- (f) If Client is a School and Student is under 18 years of age, parent or guardian reads and accepts these terms and conditions on behalf of Student;
- (g) Client purchases a Subscription; and
- (h) Ecoutez Bien accepts Client’s purchase and notifies Client of that acceptance.

2.3. If Client is a School which has purchased a Subscription and a nominated Student does not agree to these terms and conditions, Ecoutez Bien will refund the Subscription Fee after receiving written notification from the Student within 7 days of Student first logging onto the Website.

3. TERM

This agreement will commence when Ecoutez Bien notifies client that it has accepted purchase of Subscription to use the Services and will continue until:

- (a) 1 December of the calendar in which the Agreement commences; or
 - (b) this Agreement is terminated in accordance with its terms,
- whichever occurs first.

4. PURCHASE OF SUBSCRIPTION

4.1. In order to access Services, Client must purchase a Subscription. Client will be required to give personal

details such as name, email address and other contact details.

4.2. If Client is a Student, Student may purchase a Subscription via an agent such as an educational book or stationery provider.

5. SUBSCRIPTION

5.1. Client must have a valid Subscription to enable Student to access the Services. Ecoutez Bien grants Client with valid Subscription a non-exclusive, non-transferable licence to use Services for personal language tuition purposes for the term of this Agreement.

5.2. Ecoutez Bien will use its reasonable efforts to provide the Services to Client.

5.3. Client is responsible for providing an Internet connection capable of accessing the Website.

5.4. Client acknowledges that the provision of Services may be affected by a range of factors including hardware failure, software failure, External Service Provider failure and poor network coverage, and that Services may not always be provided in a timely manner.

5.5. Ecoutez Bien and External Service Providers will from time to time conduct routine and other maintenance on the Website. Client acknowledges that Client may not be able to access or use the Services at these times.

5.6. Ecoutez Bien may suspend the Services without notice to Client if:

- (a) Ecoutez Bien's access to any system, software, hardware or network of any External Service Provider is suspended for any reason;
- (b) Ecoutez Bien is required to do so by any governmental agency or External Service Provider; or
- (c) Client breaches any provision of this Agreement.

6. PRIVACY

6.1. Client agrees to read the Ecoutez Bien privacy policy available on the Website.

6.2. If Client is a School or a Student who purchases Subscription via a School, Ecoutez Bien makes information regarding Student's use of Services available to the School. This information includes:

- (a) when, and for how long, Student accesses Services;
- (b) which exercises Student has completed; and
- (c) Student's answers and results.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. This Agreement does not assign any Intellectual Property Rights of either party, and Client does not obtain any licence to exploit or otherwise use any aspect of Ecoutez Bien's intellectual property or Confidential Information except to the minimum extent necessary to use the Services.

8. WARRANTIES, LIABILITIES AND INDEMNITIES

8.1. Client warrants to Ecoutez Bien that:

- (a) Client has the requisite power and authority to enter into this Agreement and to carry out the obligations contemplated by this Agreement; and
- (b) information provided by Client to Ecoutez Bien is true and accurate in every particular.

8.2. Ecoutez Bien will have no liability whatsoever relating to any failure of, delay or interruption in the performance of, or loss of data relating to the Services. In the event of failure of the Services, Ecoutez Bien will use its reasonable endeavours to restore the Services.

8.3. To the maximum extent permitted by law, Ecoutez Bien excludes all warranties whether express, implied, statutory or otherwise, except for any warranty the exclusion or limitation of which would contravene any applicable law or statute, or cause any part of this clause to be void ("Non-excludable Warranties").

8.4. To the maximum extent permitted by law, Ecoutez Bien excludes all liability to Client:

- (a) in relation to the Services;
- (b) in respect of any consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit or indirect costs) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the supply of Services or the failure or omission on the part of Ecoutez Bien to comply with its obligations under this Agreement; and
- (c) including if aural comprehension, study outcomes or assessment results do not meet expectations.

8.5. Ecoutez Bien's total liability to Client for breach of any Non-excludable Warranty is limited to resupply of the Services or payment of the cost of resupplying the Services.

8.6. Regardless of any other provision of this Agreement, Ecoutez Bien's total aggregate liability to Client under or in any way connected with this Agreement or the provision of the Services is limited to an amount equal to the total fees paid by Client to Ecoutez Bien.

8.7. The Client indemnifies and must keep indemnified Ecoutez Bien and its Personnel ("Indemnified Parties") from and against any liability and/or any loss, expense, damage or cost of any kind whatsoever suffered or incurred by any or all of the Indemnified Parties arising, directly or indirectly, from:

- (a) a breach of any warranty or any term of this Agreement by the Client;
- (b) any negligent or unlawful act or omission on part of the Client in the course of complying with this Agreement;
- (c) any claim by a third party (including any External Service Provider) against any of the Indemnified Parties relating to the Services.

8.8. The Website contains links to other sites. Ecoutez Bien does not endorse, sponsor or approve any content available on any linked website.

9. TERMINATION

9.1. Client may terminate this Agreement at any time by notifying Ecoutez Bien in writing.

9.2. Ecoutez Bien may terminate this Agreement at any time by notifying Client in writing and providing Client with a pro-rata refund of the Subscription Fee.

9.3. Upon termination of this Agreement, Ecoutez Bien shall cease to provide the Services to Client.

9.4. Termination of this Agreement will not prejudice any right of action or remedy which may have accrued to either party prior to such termination.

10. WAIVER

Failure of a party to exercise a right at any time in connection with a default under this Agreement does not constitute a waiver of that right.

11. DISCRETION IN EXERCISING RIGHTS

A party may exercise a right, remedy or power under or in relation to this Agreement in any way that party considers appropriate.

12. INDEMNITIES

The indemnities in this Agreement are continuing obligations, independent from the other obligations of the parties under this Agreement and continue after this Agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this Agreement.

13. CONSTRUCTION

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.

14. FORCE MAJEURE

Each party hereby releases the other from any claim, liability or responsibility pursuant to this Agreement concerning the other party's failure to perform any obligation where such failure is due to strike, lockout, riot, industrial action, fire, storm, tempest, act of God, material shortage, government law or regulation or requirement or any other cause beyond the control of the other party and no such failure shall entitle a party to terminate this Agreement.

15. GOVERNING LAW

This Agreement is governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.