

Terms & Conditions: Spanish Tutoring

Spanish With A Gringo, LLC

1. Subscriptions Act as Contract

- a. By signing up for a subscription to take Spanish classes from Spanish With A Gringo, LLC ("SWAG", "we," "us"), you are agreeing to the Terms & Conditions ("Terms") set forth by this company on this website. You understand the following Terms, and agree to them by signing up for a subscription.

2. Terms Used

- a. The terms "you" and "student" are used interchangeably in these terms & conditions to refer to the customer, the one signing up and paying for services provided by SWAG.
- b. Spanish With A Gringo, LLC may be referred to as such, or as Spanish With A Gringo, or as SWAG.

3. Refund Policy

- a. All students that have made a purchase through Stripe (SWAG's payment processing platform) are eligible for a refund, based on certain terms and conditions. This means that any student who has not made a purchase is not eligible for a refund.
- b. All new students are offered a two-week (14 calendar day) free trial. Returning and/or current students are not eligible for a free trial. No refunds can be offered during the free trial, as no purchase has been made.
- c. Monthly subscriptions are eligible for a 100% refund within 3 days of initial purchase or renewal, assuming no classes have been taken. If one or multiple classes have been taken within that 3 day period and a student requests a refund, they will be issued a pro-rated refund based on the amount of classes taken and the package signed up for. Outside of the 3 day window, there will be NO REFUNDS OFFERED.
- d. Yearly subscriptions are eligible for a 100% refund within 14 days of purchase, assuming no classes have been taken. If one or multiple classes have been taken within that 14 day period and a student requests a refund, they will be issued a pro-rated refund based on the amount of classes taken and the package signed up for. Outside of the 14 day purchase window, there will be NO REFUNDS OFFERED.

- e. All refunds are given at the discretion of SWAG and can be modified or denied for any reason at any time.

4. Transferability

- a. You are able to gift your subscription to another student. This student must now understand the refund terms and conditions, as they will apply to the previous and new student equally.

5. Subscription Modifications

- a. Students may add, modify or cancel their subscription at any time via the SWAG website or by notifying SWAG via the website contact page, via text message (469-980-6297) or via email (zachbennett@spanishwithagringo.com).
- b. The addition, modification or cancellation of any subscription is subject to the terms and conditions listed on this website.

6. Referral Discount Policy

- a. If a student refers SWAG's Spanish tutoring services to another client, and that client signs up for either a monthly or yearly subscription, both students are eligible for a referral discount.
- b. Students on the BLANCO package will receive a 20% referral discount for 3 continuous months.
- c. Students on the VERDE package will receive a 30% referral discount for 3 continuous months.
- d. Students on the DORADO package will receive a 40% referral discount for 3 continuous months.
- e. These discounts cannot be applied simultaneously with other discounts, nor can the discounts be applied on the same month.
- f. Referral discounts may be repeated as many times as possible. All referrals are subject to the terms & conditions listed herein.
- g. Referral discounts also apply to the new student. After the free trial period, the new student will receive a 3 month discount equivalent to the package of the referring student. (For example: If the referring student is on the VERDE package, the new student, after completing the 2 week free trial, will receive 3 months of a 30% discount before returning to the normal pricing schedule.)
- h. All discounts are given at the discretion of SWAG and can be modified or denied for any reason at any time.

7. Generosity Discount

- a. If a student leaves a kind review of SWAG on our website and other desired sources (such as LinkedIn, Lessons.com, etc.), we will provide a one-time 10% discount on the next month's subscription.
- b. If a student gives us a shout out on any social media page (minimum 50 friends/followers), we will provide a one-time 10% discount on the next month's subscription.
- c. These discounts can be combined for a 20% total discount. They cannot, however, be combined with another discount, whether it be a referral or some other discount on your subscription.
- d. All discounts are given at the discretion of SWAG and can be modified or denied for any reason at any time.

8. Pausing Subscriptions

- a. Students are eligible to pause their subscription by going to the student portal or by contacting SWAG.
- b. By pausing a subscription, students will not be charged, but they will lose access to teacher-led classes and all other services provided by SWAG, including but not limited to vocabulary, curriculum, discounts, challenges, and more.

9. Class Policies

- a. **Student Conduct:** Students are expected to act in a civil manner during classes. Any attempt to intimidate, harass, or threaten SWAG's employees, contractors, or owners will not be tolerated and will be subject to review and potentially referred to the appropriate authorities. SWAG does not have any type of "privilege" with students; as such, any admission of wrongdoing will be referred immediately to the appropriate authorities.
- b. **Class Environment:** All classes are carried out online via Zoom. Students are expected to have access to a computer and a good internet connection. Students should also be in a quiet, private environment conducive to learning. SWAG reserves the right to cancel or reschedule a class if a student is driving, in public, or could be in danger if the class were to continue. Students are expected to use their common sense, and only attend class if they feel comfortable to do so. SWAG cannot be held liable for a student choosing to attend a class, which puts them in any type of physical, mental or emotional danger.
- c. **Late Arrival:** Students have ten (10) minutes after the scheduled class start time to

log on to Zoom and show up to class. If a student has made no reasonable attempt to contact the professor within ten minutes, the class is considered cancelled and cannot be made up.

- d. **Cancellation & Rescheduling:** SWAG maintains a four (4) hour cancellation and rescheduling policy. Limited exceptions may be made on a case-by-case basis and with professor-written approval. If a student chooses to reschedule or cancel a class within the four hour window, SWAG reserves the right to charge the student a \$10 fee. In this situation, the class cannot be made up.
- e. **Technical Difficulties:** If a student experiences technical difficulties during the first thirty minutes of the class, a make-up class can be scheduled. The make-up class will last the duration of time missed in the original class. If a student experiences audio problems, a phone call can be made to carry out the rest of the class. If a student experiences video problems, a class will not be conducted solely via phone call. If a student experiences repeated technical issues, SWAG reserves the right to cancel classes and/or a student's membership.

10. Accumulation or Rollover of Classes

- a. Spanish classes on the monthly and yearly subscriptions do NOT accumulate. If a student is expected to miss a future class for any reason, please contact SWAG to make other arrangements. Students may make up classes at the discretion of SWAG.

11. Oral Proficiency Interview

- a. Students on the VERDE or DORADO subscriptions are eligible to take the Oral Proficiency Interview (OPI) administered by the Language Testing Institute (LTI).
- b. Students on the VERDE and DORADO subscriptions are eligible if and only if they have taken and paid for twelve (12) consecutive months of classes with SWAG on either the VERDE or DORADO subscription level.
- c. Students on the BLANCO subscription level may choose to add this benefit to their subscription by paying an additional monthly fee of \$15 when registering for a subscription.
- d. Students may take the OPI at any time on their own. This offering from SWAG is to pay the exam fee for the student. After taking the exam, students will receive an official rating with a description of their results and a comment grid.
- e. Students may only take the exam paid by SWAG one time every twelve months.

12. Rights Belonging to SWAG

- a. SWAG will adhere to all the terms and conditions stated on this page. However, SWAG reserves the right to make decisions that are best for the company. If a student conducts themselves inappropriately during class in any manner—including, but not limited to: threatening the professor, showing up without appropriate clothing, sending harassing text messages and/or emails, publishing disparaging and false remarks in a review or on a social media platform—we reserve the right to terminate the student's contract with no refund whatsoever. All decisions are made at the discretion of SWAG and are considered final.

13. Dispute Resolution & Governing Law

- a. If a dispute arises, both parties agree to make a good-faith effort to resolve the issue informally before pursuing legal action.
- b. Force Majeure: SWAG is not liable for delays or failures caused by events outside of our control, including natural disasters, power outages, or acts of war.
- c. These Terms are governed by the laws of the State of Texas, without regard to its conflict of law provisions. Any legal action or proceeding relating to our Services must be brought in the appropriate courts located in Tarrant County, Texas.
- d. By using our Services, you consent to the personal jurisdiction of those courts.

14. Contact Information

- a. If you have any questions about these Terms, your project or anything else, you can reach us at:
 - i. Spanish With A Gringo, LLC
www.spanishwithagringo.com
zachbennett@spanishwithagringo.com
- b. We typically respond within 1-2 business days.