

Liderar en español

Executive Spanish Cohort Terms & Conditions

These Terms & Conditions govern enrollment in the *Liderar en español* Executive Spanish Cohort (“ESC”) offered by Spanish With A Gringo, LLC, a Texas limited liability company (“SWAG,” “we,” “us,” or “our”). By paying a deposit, paying any portion of the program fee, or registering a participant, the purchaser agrees to these Terms & Conditions. If a company or other organization purchases one or more seats, that purchaser agrees to these Terms & Conditions on behalf of itself and the participants it registers.

1. Program Overview

The ESC is an eight-week professional development program focused on practical workplace Spanish. The start date and schedule for each cohort will be provided on the applicable registration page, checkout, or enrollment confirmation. The program includes eight live 60-minute cohort sessions, three private 30-minute sessions, pre- and post-program assessment, Workplace Missions and other assigned practice, between-session support, access to session recordings, and related program materials.

Program schedules, individual appointment times, assignments, and administrative details may be communicated separately by email, the Executive Cohort Portal, or the cohort group chat.

2. Pricing, Deposit, and Payment

The standard program price is \$1,995 per participant unless a different written price, discount, or company rate is agreed to by SWAG.

A \$199 deposit per participant is required to reserve a seat. The deposit is applied toward the total program price. The \$199 deposit is non-refundable except when the purchaser emails SWAG within 24 hours after the deposit payment and requests a refund. After that 24-hour period, the deposit is non-refundable except if SWAG cancels the cohort because of insufficient enrollment or another reason that prevents the program from taking place.

The remaining balance is due in full no later than the scheduled start date of the cohort for which the participant is registered, before the first live cohort session. If the balance is not paid by that deadline, SWAG may cancel the participant’s registration and retain the deposit.

3. Participant Cancellation, Credits, and Transfers

If a participant or purchaser cancels before the remaining balance is paid, no further amount is owed, but the deposit remains non-refundable except as stated above.

If the full program fee has been paid and the participant cancels before the first live cohort session, no cash refund will be issued. Instead, the purchaser may choose either:

- a credit equal to the amount paid toward a future ESC offered by SWAG within 12 months of the original cohort start date; or
- transfer of the seat to another eligible participant before the first live cohort session.

Once the first live cohort session begins, registrations may not be transferred and no refunds or future-program credits will be issued. Any credit is personal to the original purchaser unless SWAG agrees otherwise in writing, has no cash value, and expires if not used within the stated 12-month period.

4. Company-Sponsored Participants

A company or other organization that purchases seats is responsible for communicating these Terms & Conditions to its participants and agrees that the participants are bound by the program requirements that apply to them.

Before the program begins, a company may transfer a purchased seat to another eligible employee or participant by notifying SWAG. No substitutions or transfers are permitted after the first live cohort session begins because continuity, trust, and group participation are important parts of the cohort format.

5. SWAG Cancellation or Rescheduling

If SWAG cancels the entire cohort because of insufficient enrollment or another reason that prevents the program from taking place, SWAG will refund all amounts paid for the canceled cohort, including the deposit.

If an individual live session must be canceled because of instructor illness, emergency, technical failure, or another circumstance outside SWAG's reasonable control, SWAG may reschedule that session to another date during the program period or as reasonably close to the program period as practical. Rescheduling an individual session does not entitle a participant to a refund.

6. Attendance, Missed Sessions, and Recordings

Participants are responsible for attending live sessions and private appointments. There are no makeup classes for participant absences.

All live cohort sessions will be recorded. Recordings will be made available only through the SWAG website portal or another private method designated by SWAG and will be accessible only to enrolled participants and SWAG. Recordings will not be made public by SWAG.

A participant who misses a session may review the recording and may contact SWAG privately or use the cohort group chat to ask reasonable questions about material that was missed. Missing a session does not reduce or refund the program fee.

Participants acknowledge that their name, voice, image, comments, and participation may appear in session recordings made available to other members of the same cohort. By participating in a live session, the participant consents to that limited recording and internal cohort use.

7. Participant Conduct

Participants are expected to maintain a professional, respectful, and constructive learning environment. Prohibited conduct includes:

- harassment, meaning unwelcome verbal, written, visual, or other conduct directed at another person that is threatening, degrading, hostile, or abusive;
- discriminatory conduct or comments targeting a person based on race, color, national origin, ethnicity, sex, gender, sexual orientation, disability, age, religion, or another legally protected characteristic;
- disruptive behavior that materially interferes with instruction, discussion, or another participant's ability to take part in the program;
- threats, intimidation, bullying, stalking, or repeated unwanted contact;
- sexual comments, advances, or conduct that are inappropriate to a professional learning environment;
- sharing another participant's personal, workplace, or confidential information outside the cohort without permission;
- recording, copying, distributing, or publishing sessions or participant communications without authorization; and
- conduct that SWAG reasonably determines creates a safety, privacy, or serious professionalism concern.

SWAG may warn, suspend, or remove a participant for misconduct, depending on the circumstances. A participant removed for misconduct is not entitled to any refund, credit, or transfer. If a participant was registered or paid for by an employer or other organization, SWAG may notify that organization of the removal and the general reason for it.

8. Confidentiality and Group Privacy

The cohort is designed to allow participants to discuss workplace situations and practice real professional scenarios. Participants agree not to disclose another participant's personal information, employer-specific information, workplace situations, comments, or experiences outside the cohort when a reasonable person would understand that information to be private or confidential.

Participants should avoid sharing trade secrets, legally privileged information, sensitive personal data, or other information that they are not authorized to disclose. SWAG is not responsible for a participant's decision to disclose confidential information during a session or in a group communication.

9. Program Materials and Intellectual Property

All curriculum, worksheets, assessments, exercises, Workplace Missions, presentations, videos, recordings, templates, vocabulary materials, written materials, and other program content created or provided by SWAG remain the intellectual property of SWAG or the applicable rights holder.

Participants receive a limited, non-exclusive, non-transferable license to use program materials for their own personal learning and professional development.

Participants may not reproduce, resell, license, publish, upload, distribute, share, or commercially exploit program materials or session recordings without prior written permission from SWAG.

10. No Guarantee of Fluency or Specific Outcomes

SWAG does not guarantee fluency, any particular CEFR or other proficiency level, mastery of Spanish, perfect pronunciation, memorization, long-term retention, job performance, promotion, compensation, employee retention, productivity, workplace outcomes, or any other specific professional or business result.

Assessments, progress reports, feedback, and other measurements are intended to show observed performance and progress during the program. They are not certifications of professional competence and do not guarantee future performance.

11. 1,000-Word Recognition Guarantee

SWAG offers the following limited guarantee: after the first two live cohort classes, an eligible participant will be able to recognize the meaning of at least 1,000 Spanish words covered by the recognition method used in the program, or the participant may request a refund under the process below.

For purposes of this guarantee, “recognize” means that, when presented with a covered Spanish word in isolation or in an appropriate context, the participant can identify its English meaning. Recognition does not mean that the participant has memorized all 1,000 words, can independently recall or produce them, can use them correctly in conversation, or will retain recognition for any particular period.

To be eligible to invoke this guarantee, the participant must:

- attend and be marked present for both of the first two live cohort classes;
- complete the Workplace Missions and any other homework or assignments required during that period; and
- notify SWAG by email within 48 hours after the second live class that the participant believes the guarantee was not met.

SWAG may verify the claim using a reasonable recognition assessment. The assessment may use a representative sample of words rather than requiring the participant to be tested individually on all 1,000 words. A participant who does not satisfy the attendance, assignment, and notice requirements above is not eligible for a refund under this guarantee.

12. Technology and Third-Party Platforms

The program may use third-party services such as Zoom, WhatsApp, the SWAG website portal, payment processors such as Stripe or HubSpot, scheduling platforms such as Calendly, or similar tools. Participants are responsible for having reasonable internet access and compatible devices.

SWAG is not responsible for temporary outages, service interruptions, device failures, or technical issues caused by third-party platforms or the participant's equipment, although SWAG will make reasonable efforts to provide access to program content when practical.

13. Personal and Employer Information

SWAG may collect and use participant information reasonably necessary to administer the program, communicate with participants, provide assessments and progress reports, process payments, and deliver program services.

When an employer or organization purchases multiple seats, SWAG may provide that purchaser with attendance, completion, participation, and aggregate program information. Individual assessment details or other participant-specific information may also be shared with the sponsoring organization when that sharing is part of the purchased program, has been disclosed to the participant, or is otherwise authorized.

14. Informal Resolution and Mediation

If a dispute arises, the parties agree to first attempt in good faith to resolve the issue informally.

If the dispute cannot be resolved informally, the parties agree to attempt mediation in Tarrant County, Texas before filing a lawsuit, unless emergency or injunctive relief is reasonably necessary. The mediator does not decide the dispute but assists the parties in attempting to reach a voluntary resolution.

If mediation is unsuccessful, either party may pursue available legal remedies in a court of competent jurisdiction in Tarrant County, Texas.

15. Governing Law and Venue

These Terms & Conditions are governed by the laws of the State of Texas, without regard to conflict-of-law principles. Subject to the mediation requirement above, any court proceeding arising from these Terms & Conditions or the ESC must be brought in a court of competent jurisdiction located in Tarrant County, Texas.

16. Limitation of Liability

To the fullest extent permitted by law, SWAG will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages arising from participation in the program.

To the fullest extent permitted by law, SWAG's total liability for any claim arising from the ESC will not exceed the amount actually paid to SWAG for the participant whose claim gave rise to the dispute.

Nothing in these Terms & Conditions excludes liability that cannot legally be excluded or limited.

17. Changes to the Program

SWAG may make reasonable changes to lesson content, assignments, examples, platforms, session activities, instructors or guest contributors, administrative procedures, or other non-material aspects of the program when doing so supports program delivery.

SWAG will not materially reduce the core program services described at the time of purchase without providing a reasonable substitute or other appropriate remedy.

18. Entire Agreement and Severability

These Terms & Conditions, together with any written order, invoice, checkout terms, or company-specific agreement accepted by SWAG, form the agreement governing enrollment in the ESC. If any provision of these Terms & Conditions is found unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

19. Acceptance

Payment of a deposit, payment of the program fee, or registration of a participant constitutes acceptance of these Terms & Conditions by the purchaser. Participants who attend or access program services are also expected to comply with the provisions that apply to participant conduct, recordings, confidentiality, intellectual property, attendance, and program use.

Questions regarding these Terms & Conditions may be directed to:

Zach Bennett

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