

# TERMS AND CONDITIONS OF USE

*Effective February 28, 2011*

## **1. BINDING AGREEMENT**

Please read these Terms and Conditions of Use (“Terms”) carefully.

**These Terms constitute a binding agreement between you (“You”) and International Language Development, Inc., doing business as FasterEnglish.com and/or its affiliates (“ILD”), and are deemed accepted by You each time that you use or access any Site or Services, and products or software provided to You on, from, or through the Site, as defined below. If You do not accept the Terms, do not use or access the Sites and the Services.**

The Site is defined as [www.fasterenglish.com](http://www.fasterenglish.com) and its related pages. The Site is comprised of web pages containing information and resources provided by ILD and certain third party content providers. ILD offers You access to the Site and a variety of features and services, including an on-line and off-line services and methods to learn foreign languages (“Services”), conditioned on Your acceptance of these Terms, including Your agreement to the Privacy Statement. ILD’s Privacy Statement is part of and incorporated into these Terms and applies to Your use of the Site. It contains information about ILD’s practices for collection and use of information about You and Your use of the Site. Review the Privacy Statement. “Content” includes works of authorship, creative works, graphics, images, textures, photos, logos, sounds, music, video, audio, computer programs, applications, animations, gestures, text, objects, user interfaces, computer code, primitives, scripts, and interactive features You may view on, modify using, store on, access through, or contribute to the Site or Services.

## **2. ADDITIONAL TERMS**

Additional terms, including end user license agreements (“EULAs”) may be presented to You on the Site. You agree to comply with any additional terms, which are incorporated in these Terms by reference.

## **3. ILD’S RIGHT TO REVISE TERMS**

ILD may revise these Terms at any time by posting an updated version of this Agreement to this web page. You should visit this page periodically to review the most current Terms because they are binding to You.

## **4. ELIGIBILITY**

If you are under the age of 18, must use any Site under the supervision of a parent, legal guardian, or other responsible adult. By visiting the Sites or accepting these Terms, You represent and warrant to ILD that You are at least 18 years old, and that You have the right, authority and capacity to agree to and abide by these Terms. You also represent and warrant to ILD that You will use the Sites in a manner consistent with any and all applicable laws and regulations. ILD does not knowingly collect or solicit personal information from children under the age of 13 or knowingly allow such persons to register for an online account or to post personal information on our websites. Should ILD learn that someone under the age of 13 has provided any personal information to or on the Site, it will remove that information as soon as possible. Please see our Privacy Policy for more information.

## **5. ELECTRONIC COMMUNICATIONS**

When you visit the Site or send us e-mails, you are communicating with us electronically. You consent to receive communications from us electronically and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **6. SITE RESTRICTIONS**

If You violate these Terms, You may have Your access to, or use of, the Site suspended or terminated, at ILD’s sole discretion.

You may not use any Site in order to transmit, post, distribute, store or destroy content or material, including without limitation, ILD Content, (a) in violation of any applicable law, rule, or regulation, (b) in a manner that will infringe the patent, copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive, or hateful.

You are also prohibited from violating or attempting to violate the security of any Site, including without limitation, the following activities: (a) accessing data not intended for You or logging into a server or account which You are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with Services to any user, host or network, including, without limitation, via means of submitting a virus to any Site, overloading, "flooding", "spamming", "mail bombing" or "crashing"; or (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil and/or criminal liability. ILD will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

ILD reserves the right to limit the amount of data that may be accessed by You in any given time period. These limits may be amended in ILD's sole discretion from time to time.

Sites may be used only for lawful purposes by individuals seeking to use the Services for the purpose of learning a foreign language. Profiles may be used only for lawful purposes by individuals to further the Site's purpose of providing resources for You to learn a foreign language.

ILD specifically prohibits any other use of the Sites, and You agree not to do any of the following: (a) post any advertisements on any Site for any competitor of ILD or post advertisements, comments, or other content that contains links to any site competitive with ILD; (b) post content on any Site that contain hyperlinks, "hidden" keywords or keywords that are irrelevant to the Services or are otherwise misleading; (c) post jobs for modeling or talent scouting positions on any Site; (d) use any Services for any purpose other than that of an individual learning a foreign language, including but not limited to using the information on any Site to sell or promote any products or services; (e) use the Sites for commercial recruitment, executive search, staffing, outsourced employment or any other professional employment or recruitment activity; (f) post or submit to any Site any incomplete, false or inaccurate biographical information or information which is not Your own; (g) post on any Site any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity; (h) send unsolicited mail or e-mail, make unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to a user of any Site; (i) delete or revise any material posted by any other person or entity; (j) take any action that imposes an unreasonable or disproportionately large load on any Site's infrastructure; (k) notwithstanding anything to the contrary contained herein, use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search any Site other than the search engine and search agents available from ILD on such Site and other than generally available third party web browsers (e.g., Internet Explorer, Firefox, Safari, etc.); (l) decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of any Site; (m) aggregate, copy or duplicate in any manner any of the ILD Content or information available from any Site, without express written consent from ILD; or (n) frame or link to any ILD Content or information available from any Site.

ILD does not necessarily monitor any materials posted, transmitted, or communicated to or within the Site. If you believe that something on the Site violates these Terms, please contact us in as set forth in Sections 26 and 27 below. If notified by a user of user content or other material which allegedly do not conform to these Terms, ILD may in its sole discretion investigate the allegation and determine whether to take any other actions whether to remove or request the removal of the user content, ILD has no liability or responsibility to You for performance or non-performance of such activities.

## **7. CONTENT**

As a user, You may submit Content to the Service, including text submissions, profile content, answers to test or quiz questions, user comments, or the like. You understand that ILD does not guarantee any confidentiality with respect to any Content You submit and that Your Content may be publicly available. Please review ILD's Privacy Statement.

You shall be solely responsible for Your own Content and the consequences of submitting and publishing Your Content on the Service. You affirm, represent, and warrant that You own or have the necessary licenses, rights, consents, and permissions to publish Content You submit; and You license to ILD all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms.

For clarity, You retain all of Your ownership rights in Your Content. However, by submitting Content to the Site, or causing Content to be submitted, You hereby grant ILD a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and ILD's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels.

You further agree that Content You submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless You have permission from the rightful owner of the material or You are otherwise legally entitled to post the material and to grant ILD all of the license rights granted herein.

ILD does not endorse any Content submitted to the Service by any user or other third party, or any opinion, recommendation, or advice expressed therein, and ILD expressly disclaims any and all liability in connection with Content. ILD does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and ILD will remove Content if properly notified that such Content infringes on another's intellectual property rights. ILD reserves the right to remove Content without prior notice.

## **8. DISCLAIMER, EXCLUSIONS AND LIMITATIONS**

**THE INFORMATION ON THIS WEB SITE IS PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, ILD:**

- Excludes all representations and warranties relating to the Site and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or ILD's literature; and
- Excludes all liability for damages arising out of or in connection with Your use of the Site. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised ILD of the possibility of such potential loss), damage caused to Your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

ILD does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of Your statutory rights as a consumer are affected.

## **9. REGISTRATION**

When You register with any Site, You may be asked to create an account and provide ILD with certain information including, without limitation, a valid email address (your "Information"). Your information will be used in accordance with ILD's Privacy Statement.

## **10. THE SERVICE**

You acknowledge that ILD is the provider of the Service and that ILD merely hosts and maintains the Site. In consideration for the use of the Service, You agree to pay ILD subscription fees at the applicable rate then in effect as set forth in the registration materials. These fees are shown to You prior to Your acceptance of the authorization and charge. The fees charged by ILD may include amounts payable to PayPal.

## **11. PAYMENT FOR SERVICE**

Subscription fees, as set forth in the registration materials, are payable through the PayPal or Authorize.net services. ILD is not affiliated with PayPal or Authorize.net and each of ILD, PayPal, and Authorize.net is an independent contractor, and neither is an agent or employee of the other, and neither is responsible in any way for the actions or performance (or lack thereof) of the other. ILD reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice.

## **12. THIRD PARTY OFFERS, PRODUCTS, AND SERVICES**

ILD reserves the right to offer third-party services and products to You based on the preferences that You identify in your registration and at any time thereafter; such offers may be made by ILD or by third parties. Please see ILD's Privacy Statement, the terms of which are incorporated herein by reference, for further details regarding your information.

Without limiting any of the other disclaimers of warranty set forth in these Terms, ILD does not provide or make any representation as to the quality or nature of any of the third party products or services purchased through any Site, or any other representation, warranty or guaranty. Any such undertaking, representation, warranty or guaranty would be furnished solely by the provider of such third-party products or services, under the terms agreed to by the provider.

## **13. ACCOUNT OWNERSHIP RIGHTS**

You understand and acknowledge that You have no ownership rights in Your account, and that if You cancel Your account, all Your account information from ILD, including Profiles, correspondence, contacts, postings, scores, progress, submissions, or other activity may be marked as deleted in ILD's databases and may be removed from any public area of the Sites. Information may continue to be available for some period of time because of delays in propagating such deletion through ILD's web servers. In addition, third-parties may retain cached copies of Your information.

## **14. YOUR ACCOUNT**

You are responsible for maintaining the confidentiality of Your account, profile, and passwords, as applicable. You may not share Your password or other account access information with any other party, temporarily or permanently, and You are responsible for all uses of Your Site registrations and passwords, whether or not authorized by You. You agree to immediately notify ILD of any unauthorized use of Your account, profile, password or passwords, as the case may be.

## **15. NOTIFICATION OR COMPLAINTS AND FEEDBACK**

If You believe that Your copyrighted work or trademark has been uploaded, posted or copied to any Site and is accessible on such Site in a way that constitutes copyright or trademark infringement, please contact ILD as set forth in Sections 26 and 27 below.

You have no obligation to provide ILD with ideas, suggestions, feedback, documentation or comments ("Feedback"). However, if You submit Feedback to ILD, while You retain ownership in such Feedback, You hereby grant ILD a nonexclusive, royalty-free, fully paid-up, perpetual, transferable, unlimited license under all of Your intellectual property rights to use and otherwise exploit Your Feedback for any purpose.

By submitting Feedback, You represent and warrant that (i) Your Feedback does not contain the confidential or proprietary information of You or of third parties; (ii) ILD is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (iii) ILD may have something similar to the Feedback already under consideration or in development; and (iv) You are not entitled to any compensation or reimbursement of any kind from ILD for the Feedback under any circumstances.

## **16. THE SITE**

The Site acts as a venue for individuals seeking to learn a foreign language and ILD does not screen or censor the submissions or postings of the users. As a result, ILD does not make any representations regarding, or warrant the progress or success of, any user's ability to learn a foreign language; ILD has no control over user content, the truth or accuracy of any user postings. ILD may take any action with respect to user content that it deems necessary or appropriate in its sole discretion if it believes that such user content could create liability for ILD, damage ILD's brand or public image, or cause ILD to lose (in whole or in part) the services of its ISPs or other suppliers. While ILD reserves the right in its sole discretion to remove user content or other material from the Site from time to time, ILD does not assume any obligation to do so and disclaims any liability for failing to take any such action.

## **17. RISKS**

There are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom You come in contact through the Site. By its very nature, other people's information

may be offensive, harmful or inaccurate, and in some cases will be mislabelled or deceptively labelled. We expect that You will use caution and common sense when using the Site.

Because user authentication on the Internet is difficult, ILD cannot and does not confirm that each user is who they claim to be. ILD does not and cannot be involved in user-to-user dealings or control the behavior of participants on any Site, in the event that You have a dispute with one or more users, You hereby expressly and fully release ILD (and its parents, agents, attorneys, subsidiaries, officers, directors and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

If You are a California resident, You waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The Site and the ILD Content may contain inaccuracies or typographical errors. ILD makes no representations about the accuracy, reliability, completeness, or timeliness of any Site or the ILD Content. The use of the Site, the Service, and the ILD Content is at Your own risk. Changes are periodically made to Site and may be made at any time. You acknowledge and agree that You are solely responsible for the form, content and accuracy of any material contained therein placed by You on the Site.

ILD cannot guarantee and does not promise any specific results from use of the Site. No advice or information, whether oral or written, obtained by a User from ILD through or from any Site shall create any warranty not expressly stated herein.

## **18. DISCLAIMER OF WARRANTY**

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AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE

APPROPRIATE. ILD DOES NOT WARRANT THAT ANY SITE WILL OPERATE ERROR-FREE OR THAT ANY SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE, THE SERVICE, OR THE ILD CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, ILD IS NOT RESPONSIBLE FOR THOSE COSTS.

## **19. DISCLAIMER OF CONSEQUENTIAL DAMAGES**

IN NO EVENT SHALL ILD, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON ANY SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE ANY SITE AND THE ILD CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ILD IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **20. LIMITATION OF LIABILITY**

IN NO EVENT SHALL ILD, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT ILD SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Services are controlled and offered by ILD from its facilities in the United States of America. ILD makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## **21. INDEMNITY**

You agree to defend, indemnify, and hold harmless ILD, its parents, affiliates, and subsidiaries, and their respective officers, directors, employees, attorneys and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any user content or other material You provide to any Site, (ii) your use of any ILD Content, or (iii) Your breach of the terms of these Terms. ILD shall provide notice to You promptly of any such claim, suit, or proceeding.

## **22. LINKS TO OTHER SITES**

The Site may contain links to third party web sites. These links are provided solely as a convenience to You and not as an endorsement by ILD of the contents on such third-party Web sites. ILD is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party web sites. If You decide to access linked third-party web sites, You do so at your own risk.

## **23. NO RESALE OR UNAUTHORIZED COMMERCIAL USE**

You agree not to resell or assign your rights or obligations under these Terms. You also agree not to make any unauthorized commercial use of any Site.

## **24. GENERAL**

ILD makes no claims that the ILD Content may be lawfully viewed or accessed outside of the United States. Access to the ILD Content may not be legal by certain persons or in certain countries. If You access fasterenglish.com or any other U.S.-based Site from outside of the United States, You do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

You agree that: (i) the Site shall be deemed solely based in the State of Washington, United States; and (ii) the Site shall be deemed a passive website that does not give rise to personal jurisdiction over ILD, either specific or general, in jurisdictions other than Washington. These Terms of Service shall be governed by the internal substantive laws of the State of Washington, without respect to its conflict of laws principles. Any claim or dispute between You and ILD that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Spokane County, Washington.

**YOU AND ILD AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. In addition, ILD's failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect ILD's ability to enforce such term at any point in the future. Except as expressly provided in an additional agreement, additional Terms for certain areas of the Sites, a particular "Legal Notice," or software license or material on particular Site pages, these Terms constitute the entire agreement between You and ILD with respect to the use of the Sites. No changes to these Terms shall be made except by a revised posting on this Web page.

## **25. TERM AND TERMINATION**

These Terms will remain in full force and effect while You are a user of the Site at any level. ILD reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to removal of Your user Content from the Site and the other Site and immediate termination of Your registration with or ability to access the Site and the other Sites and/or any other services provided to You by ILD, upon any breach by You of these Terms or if ILD is unable to verify or authenticate any information You submit to fasterenglish.com or pursuant to other Site registration. Even after You are no longer a user of the Site, certain provisions of these Terms will remain in effect, including Sections 1, 6, 9 through 24, inclusive.

## **26. INTELLECTUAL PROPERTY NOTICES**

Copyright and other relevant intellectual property rights exist on all text relating to ILD's Services and the full content of this website.

If You believe that Your trademark has been uploaded, posted or copied to any Site and is accessible on such Site in a way that constitutes trademark infringement, please contact ILD as set forth in Section 27 below.

ILD and Faster English logos are trademarks of ILD in the United States and other countries. The brand names and specific services of ILD featured on this web site are trademarks of ILD.

Third party logos, trademarks, brand names, Service marks and trade names are the trademarks of their respective owners.

ILD has several different e-mail addresses for different queries. These, and other contact information, can be found on our Contact Us link on the ILD main website [www.fasterenglish.com](http://www.fasterenglish.com).

## **DIGITAL MILLENNIUM COPYRIGHT ACT**

A. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. ILLD's designated Copyright Agent to receive notifications of claimed infringement is on file with the Copyright Office. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to ILLD through the Contact Us link on ILLD's main webpage at [www.fasterenglish.com](http://www.fasterenglish.com).

You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

B. Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent listed above:

- Your physical or electronic signature;
- Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Spokane, Washington, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, ILLD may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at ILLD's sole discretion.

## **27. COMMUNICATION**

ILLD has several different e-mail addresses for different queries. These, and other contact information, can be found on our Contact Us link on the ILLD main website [www.fasterenglish.com](http://www.fasterenglish.com).

**THESE TERMS AND CONDITIONS FORM PART OF THE AGREEMENT BETWEEN YOU AND ILLD. YOUR ACCESSING OF THIS WEBSITE AND/OR USE OF SERVICES INDICATES YOUR UNDERSTANDING, AGREEMENT TO AND ACCEPTANCE, OF THE DISCLAIMER NOTICE AND THE FULL TERMS AND CONDITIONS CONTAINED HEREIN.**