**Terms and Conditions**

**Website owner, the offering, and binding of Terms**

This website is owned and operated by **Spanish Tutoring & Translation by Ivy, LLC.**  These Terms set forth the terms and conditions under which we may use our website and services as offered by us. This website offers visitors Spanish tutoring and document translation services, interpreter services and adult literacy services. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

**Who can use our website; what are the requirements to create an account**

In order to use our website and/or receive our services, you must be at least 13 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

**Key commercial Terms offered to customers**

When purchasing a service, you agree that: (i) you are responsible for reading the full service listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase the service when you commit to buy the service and you complete the check-out payment process.

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged at the time of checkout to your payment method.

#### Retention of right to change offering

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

#### Ownership of intellectual property, copyrights, and logos

The Service and all materials herein or transferred hereby, including, without limitation, images, text, graphics, logos, trademarks, service marks, copyrights, photographs, audio, videos, music, and all Intellectual Property Rights related hereto, are the exclusive property of **Spanish Tutoring & Translation by Ivy, LLC**. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works thereof.

**Right to suspend or cancel user account**

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.

**Indemnification**

You agree to indemnify and hold **Spanish Tutoring & Translation by Ivy, LLC** harmless from any demands, loss, liability, claims or expenses (including attorneys’ fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

**Limitation of liability**

To the maximum extent permitted by applicable law, in no event shall **Spanish Tutoring & Translation by Ivy, LLC**, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, **Spanish Tutoring & Translation by Ivy, LLC** assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

**Covenant not to sue**

You agree to not institute any action or suit at law or in equity against **Spanish Tutoring & Translation by Ivy, LLC**, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action arising out of the INFORMATION or any INTELLECTUAL PROPERTY thereof, including but not limited to claim, demand, action, or cause of action for invalidating any INTELLECTUAL PROPERTY of **Spanish Tutoring & Translation by Ivy, LLC.**

**Right to change and modify Terms**

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

**Promotional emails and content**

You agree to receive from time-to-time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

**Preference of law and dispute resolution**

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of United States/State of Connecticut, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Norwich, CT.

**Customer support details & contact info**

If you have any questions or concerns, you may reach us at: tutoringbyivy@gmail.com or by mail at:

**Spanish Tutoring & Translation by Ivy, LLC**

P.O. Box 85

Taftville, CT 06380