

General Terms and Conditions

1 Introduction

Lingory is an online learning system ("Lingory") operated by Lingory headquarters at Beakyang-daero 1163, Cheongyang under the internet domain www.lingory.net which you can use to learn languages. Lingory is available through mobile applications on Android and iOS devices.

With your registration with Lingory you (the "User") agree to these general terms and conditions of business ("T&C"). By completing the registration you enter into a valid contract with Lingory. Please read these T&C carefully, as they make up the legal framework applying to the use of Lingory.

2 Scope, Definitions

The T&C apply to all non-commercial Users of Lingory. Any deviating or supplementary provisions agreed upon the conclusion of the contract shall only apply if agreed between the parties and drawn up in writing. The T&C apply both to free services and services against payment provided by Lingory.

3 Registration and Conclusion of the Contract

3.1 Each User may only register once. The User is obligated to provide complete and truthful information in the sections provided on the registration form. The User agrees to the publication of its Username, its profile information including but not limited to language combinations, Lingory Streak, weekly learning statistics as well as additional information voluntarily provided, including the profile image. The email address will not be published.

3.2 The contract between the User and Lingory regarding the use of Lingory is concluded when the User completes and sends the registration form by clicking the respective submit button and the User will also be asked to accept the T&C.

4 Paid Use of Lingory

The basic version of the Services can be used completely free of charge. This includes all main learning courses and content. If you decide to learn more effectively, we have a range of payment options to best meet your needs. You can opt to subscribe for our monthly, 3-months or 6-months subscription to access learning tools. Our fees for subscriptions access are available to view within the app.

Our Fees are subject to different subscription plans, gift plans and promotions, and we therefore reserve the right to update our Fees from time to time.

If you select Monthly Subscription your subscription will automatically renew as a rolling subscription and renew at the end of each monthly period, being one month (or as near to the date as possible) from the date on which your Monthly Subscription was activated. If you select 3-Months Subscription your subscription will automatically renew as a rolling subscription and renew at the end of each 3monthly period, being three months (or as near to the date as possible) from the date on which your 3-Months Subscription was activated. And 6-Months Subscription is same as 3-Months Subscription. If you proceed with a Renewal, the method of payment used to pay the Fees will be debited at the end of your current subscription.

You acknowledge that, if we change the Fees, this will not affect your existing subscription, therefore, if you have signed up for subscription at a certain Fee, any Fee changes will not affect any current subscription or any Renewals).

5 Content and Accessibility of the Language Portal and Liability

5.1 For providing its service, Lingory uses the technologies currently and commonly used in the field. To be able to make full use of the services offered by Lingory, the User must likewise use these technologies (e.g. up-to-date operating systems, Google services) or enable their use on its mobile devices. If older or not commonly used technologies are used, the User might only be able to make limited use of the services provided by Lingory.

5.2 Claims for damage on the part of the User are excluded unless stated otherwise below. The exclusion does not extend to damage claims asserted by the User arising from death or injury to body or health or infringement of essential contractual obligations (cardinal obligations) as well as the liability for other loss or damage caused by a premeditated or grossly negligent contractual infringement on the part of Lingory, its legal representatives or vicarious agents. Essential contractual obligations are those which must be met to achieve the goal intended by the contract. A “cardinal obligation” or “essential contractual obligations” are obligations the discharge of which enables the contract to be properly performed in the first place and the contracting party usually relies on and may rely on.

5.3 In the event of infringement of essential contractual obligations, Lingory shall only be liable for contractually typical, foreseeable loss or damage if the infringement was due to ordinary negligence unless it is a case of damage claims asserted by the User arising from death or injury to body or health.

5.4 The restrictions as set forth under Sections 10.2 and 10.3 shall also apply to the benefit of Lingory's legal representatives and vicarious agents if claims are asserted against them directly.

6 Copyrights, Trademark Rights, Property Rights and Rights to the Use of Names

Unless content is expressly labelled as creative commons, all texts, images and other works created by Lingory and distributed within the context of the language portal are protected by copyright and any use outside of the language portal requires Lingory's prior approval.

7 User-Generated Content

7.1 Through the interactive use of Lingory, Lingory offers each User the opportunity to transfer self-generated contents (such as images, translations or texts) to Lingory and to post them at Lingory so that they may be accessible to the public.

7.2 The User hereby grants Lingory a perpetual, worldwide, non-exclusive, free and transferable right to make such content available to the public and to modify it in and to all content, like vocabulary listings, manuals, advertisements transferred to and published on Lingory.

7.3 Lingory may at any time remove or delete any content published by the User in its own discretion.

7.4 Being of age and proper registration via a User account is a prerequisite for posting contents. All contents transferred and, if applicable, posted by Users can be traced back to the self-chosen Username.

7.5 The User accepts that the opportunity to post contents is only granted for personal, non-commercial use. Therefore, the User is not entitled to post such content with which it intends to pursue commercial interests, in particular, advertising.

7.6 The User itself shall ensure that its registration information cannot be misused by third parties. In this context the User is particularly obligated to block all third-party access to its registration information. At the consequence of being held personally liable, the User is also responsible for ensuring that the contents it has posted at Lingory are free from viruses, worms, Trojans or other programs that could jeopardize or impair the operability or the existence of the language portal or the websites of other Users.

7.7 The User warrants that the content transferred by the User does not infringe on any third party's intellectual property rights and that the content can be used in accordance with Section 7.2. This includes any moral rights of any people pictured, mentioned or else referred to in the content.

7.8 Lingory reserves the right to exclude the User from its offer or to limit the User option to publish content if this agreement is breached. Furthermore, the User warrants and represents and shall ensure at the consequence of being held personally liable that the contents posted by it violate neither pertinent statutory or administrative regulations nor - in addition - are harmful to young persons, are pornographic, racist or insulting or in any other similar manner violate morals.

7.9 The rights granted to Lingory by the User and the preceding warranties and releases shall not expire upon termination of the User relationship.

8 Final Provisions

8.1 Agreements between Lingory and the User shall be subject to the laws of Republic of South Korea.

8.2 Should individual points of these T&C be legally invalid, the remaining portions hereof shall be unaffected and remain binding.

8.3 Lingory reserves the right to modify these T&C at any time and without indicating the reason for such modification, as far as those modifications are based upon changes in the services provided by Lingory, changes of Lingory or upon legal changes or changes due to technical requirements. This includes Lingory offering new services. The modified T&C shall be sent to the User in advance by email. If the User does not object to the modified T&C within a period of six weeks, they are deemed to be accepted. If the User objects, Lingory may close the User's account and receive a refund for any of the rest of the respective term. Lingory shall separately point out these legal consequences in the email with the modified T&C.

9 Additional Provisions Applicable for Residents of the United States of America

9.1 If the User is a resident of the United States of America the provisions of this Section 14 shall be applicable in addition to the provisions above or where in conflict with the provisions above, the User may choose which provisions shall be applicable.

9.2 Registration and Conclusion of the Contract

The following addition provisions shall apply:

3.5 The User agrees and acknowledges that the User will never access or use another person's account without permission.

3.6 The User agrees and acknowledges that the User will not transfer their account to another person or entity without Lingory's prior written approval.

3.7 [Reserved]

3.8 If the User selects a Username or similar identifier for their account, Lingory reserves the right to remove or reclaim it if Lingory, in its sole discretion, believes it is inappropriate or violates the rights of a third party (including, but not limited to any applicable trademarks).

9.3 Content and Accessibility of the Language Portal and Liability

The following shall replace and supersede Section 6 of the T&C:

6.1 [Reserved]

6.2 [Reserved]

6.3 For providing its service, Lingory uses the technologies currently and commonly used in the field. To be able to make full use of the services offered by Lingory, the User must likewise use these technologies (e.g. up-to-date browser technologies, Adobe Flash) or enable their use on its computer (e.g. activate JavaScript, enable cookies and pop-ups). If older or not commonly used technologies are used, the User might only be able to make limited use of the services provided by Lingory. The User is solely liable for any loss or damage incurred by the User, Lingory or any third party caused by the User's failure to use up-to-date technologies when accessing Lingory.

6.4 [Reserved]

6.5 The content on Lingory and the trademarks, service marks and logos on Lingory are owned or licensed to Lingory, subject to copyright and other intellectual property rights under the law.

6.6 The User agrees (a) not to modify any part of Lingory, except with the express and prior written consent of Lingory; (b) not to download or copy any account information for the benefit of any other party; (c) not to collect or make any use of any product listings, descriptions or prices; not to resell or make any commercial use of Lingory or its contents; not to reproduce, duplicate, copy, sell, resell or otherwise exploit Lingory for any commercial purpose without express written consent of Lingory; not to use any meta tags or any other "hidden tag" utilizing the Lingory name or any Lingory trademarks without the express written consent of Lingory.

6.7 The User agrees not to circumvent, disable or otherwise interfere with security-related features of Lingory or any associated websites and/or tablet and/or mobile applications or features that prevent or restrict use or copying of any content or enforce limitations on Lingory's use.

6.8 The User agrees not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses Lingory in a manner that sends more request messages to the Lingory and/or Lingory servers in a given

period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Lingory grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Lingory reserves the right to revoke these exceptions either generally or in specific cases. The User agrees not to collect or harvest any personally identifiable information, including account names, from Lingory, nor to use the communication systems provided by Lingory (e.g., comments, email) for any commercial solicitation purposes. The User agrees not to solicit, for commercial purposes, any Lingory Users with respect to their content. In all use of Lingory and all associated services, website and mobile and/or tablet applications, the User agrees to comply with all applicable laws and regulations.

7.8 Lingory reserves the right, in its sole discretion, to exclude the User from its offer or to limit the User's option to publish content if these T&C are breached. Furthermore, the User warrants and represents and shall ensure at the consequence of being held personally liable that any still photograph, text, music, audio, video, audio-visual work and sound recordings, computer graphics or visual effects posted by the User does not violate any applicable law, statute or administrative regulation and is not threatening, defamatory, indecent, harmful to young persons, pornographic, obscene, offensive to persons of any race, religion or national origin, descriptive or depictive of any graphic violence and/or offensive visual content, liable to incite violence or hatred, in breach or privacy (including uploading any private, financial or sensitive or personally-identifying information) or insulting or in any other similar manner in violation of morals.

9.6 Final Provisions

The following shall replace and supersede Section 8 of the T&C and any contradictory provisions elsewhere in the T&C:

8.1 Agreements between Lingory and the User shall be subject to the laws of Republic of South Korea, except with respect to subject matter that is governed by the federal copyright laws of the United States in which case United State copyright law will apply to the extent of such matters. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

8.2 Any failure of Lingory to exercise or enforce any right or provision of the T&C or the Privacy Statement shall not constitute a waiver of such right or provision. Should individual points of these T&C or the Privacy Statement be legally invalid, the remaining portions hereof shall be unaffected and remain binding.

8.4 The User and Lingory acknowledge and agree that these T&C, and the Privacy Statement and any other legal notices published by Lingory and incorporated herein shall constitute the entire agreement between the User and Lingory.

8.5 The Parties agree on the exclusive jurisdiction of the courts at the place of business of Lingory, if the User does not have a residence in Republic of South Korea.

8.6 These T&C and the Privacy Statement, and any rights and licenses granted hereunder may not be transferred or assigned by the User but may be assigned by Lingory without restriction.

8.7 The User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the T&C or the Privacy Policy must be filed within one (1) year after such claim or cause of action arose or be forever barred.

8.8 Lingory may, in its sole discretion, modify or revise the T&C at any time, and the User agrees to be bound by all such modifications or revisions. The modified T&C will be posted at this address and so we encourage Users to periodically check these T&C. If the User does not agree to any of these terms or the Privacy Statement, the User should immediately stop accessing and/or using this website or any of the other Lingory services or mobile and/or tablet applications. If the User has paid for Premium Services and objects to the T&C and/or the Privacy Statement, please notify Lingory immediately and we will close the applicable account and issue the applicable User a full refund for the remainder of the applicable term.