



Welcome to LA Reading!

Thanks for using our services (“Services”). The Services are provided by English Language Acquisition LLC, through the websites Language Acquisition Reading and The Language Academy and can be contacted at P.O. Box 2197, Beaverton, OR 97-75-2197, USA. Language Acquisition Reading and the Language Academy are all part of English Language Acquisition, LLC. When we talk about Language Acquisition Reading, we are also speaking on the behalf of the Language Academy, which are both under English Language Acquisition, LLC.

By using our Services, you are agreeing to these terms. Please review them below.

1. Using Our Services

You must follow any policies made available to you within the Services.

The services are very simple. We provide a picture dictionary where users can select images for classroom activities and lessons, ready-made vocabulary activities and units, grammar lessons, and reading English lessons. We are adding images to the picture dictionary, thematic units, grammar lessons and book analyses to the Website all the time.

Don’t misuse our Services. For example, don’t interfere with our Services or try to access our Services by methods other than the user interface and the instructions that we provide. You may use our Services only as permitted by law. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

2. Description of the Website and Membership

When a visitor to the LAR website registers to become a Member, he or she will provide a working email which will be known as the (“Membership Name”) and a corresponding user password (“Membership Password”) to create a unique, personal Membership Account. The Member shall also be required to specify whether he or she is registering as an individual.



Services on the Website are available only to, and may only be used by, individuals who can enter into a legally binding contract under applicable law. If you are under the age of 18, you are not legally eligible to enter into any kind of contract and cannot open a Membership Account. By opening a Membership Account, you are entering into a contract. Website Services are available only to, and may only be used by, individuals who can enter into legally binding contracts under applicable law. Your Membership Account on the Website may not be sold or otherwise transferred to another person or entity. The Services are designed for Teacher specific classroom needs and are not intended for organizational use.

However, if your use of the Website is on behalf of an entity, you represent and warrant that you have the authority to bind such entity to this Agreement. This document called “Terms of Service” is an Agreement.

2. General Acknowledgments and Agreements

Your use of the Website constitutes your acknowledgement and acceptance of the terms and conditions of this Agreement, and you shall be bound by such terms and conditions. If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access any portions of the website or use any services offered on the Website.

3. Use of Works

You can create lessons using our interface and materials, but you may not represent them as strictly your own. English Language Acquisition LLC owns all the images in the Picture Dictionary, and the downloadable lessons. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not sell content you create from our Services unless you obtain permission from the owner(s) of this Service or which the law otherwise permits. You can use your materials you create to teach students at any age and on any subject appropriate to your school or home school curriculum.

Remember, these terms do not grant you the right to use any branding or logo used in our Services. Don't mass produce, remove, obscure, display in public or on the



internet, create derivative works or alter any work produced with our Services unless expressly permitted under the terms of conditions of this Agreement.

You acknowledge and agree that no ownership of any Works can be transferred, and that no sale of any Works can be effectuated on or through the Website. Only the rights expressly mentioned here and sublicensed are granted on or through the Website. You acknowledge and agree that English Language Acquisition LLC or its affiliates retain all ownership rights in and to the Works, and that such Works are covered and protected by copyright, trademark and other intellectual property rights of English Language Acquisition LLC and its affiliates.

4. Restrictions

You agree that you shall not use the Website in any manner that is not permitted by this Agreement or that violates any law, regulation or statute in an applicable jurisdiction.

You shall not post onto the Website, or use the Website to transfer, any material or content that is libelous or slanderous or otherwise defamatory, obscene or indecent.

You shall not attempt to gain unauthorized access to any hardware or software systems or networks associated with the Website, or obtain any services or information not intentionally made available to you by English Language Acquisition LLC or its affiliates on or through the Website. You shall not use any false or misleading information (e.g. false or misleading names, email addresses or URLs) when using the Website, including, without limitations with respect to any identifying information for your Membership Account.

You may not use the Website in a fraudulent manner, or otherwise in a manner for which the Website is not reasonably intended to be used.

From time to time, because you use the Service, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Our Services are available on computer, iPads, tablets and other mobile devices. Do not use such Services in a way that distract you and prevents you from obey traffic or safety laws.



5. Your Language Acquisition Reading Account

To protect your LAR Account, keep your password confidential. You are responsible for the activity that happens on or through your LAR Account. Try not to reuse your Language Acquisition Reading account password on other applications. If you learn of any unauthorized use of your password or LAR account, then reset your password and account information.

6. Privacy and Copyright Protection

LAR’s privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that LAR can use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate contracts with artists who provide our images and accounts with users who repeatedly infringe copyright laws according to the process set out in the U.S. Digital Millennium Copyright Act.

We provide detailed policies to our artists. All current artists are required to be properly trained and are careful not to violate the U.S. Digital Millennium Copyright Act. Any artist said to have violated this act will be investigated and if necessary terminated.

If you think that someone is violating your copyrights and want to notify us, you can contact us directly through: admin@thelanguageacademy.org or through the contact information found on our website. If you are a copyright owner or an agent thereof and believe that any Work or other content on this Website 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 © (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;



Terms of Service English Language Acquisition LLC 5/9

Doing Business as "Language Acquisition Reading"("LAR")

Last Modified: July 23, 2015

- 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 Language Acquisition Reading to locate the material;
- Information reasonably sufficient to permit Language Acquisition Reading to contact you, such as address, telephone number, and, if available, an electronic mail address;
- 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.

LAR designed Copyright Agent to receive notifications of claimed infringement is:

Copyright Agent, English Language Acquisition LLC, doing business as Language Acquisition Reading and The Language Academy, address: P.O. Box 2197, Beaverton, Oregon 97075-2197, USA, email: admin@thelanguageacademy.org, and +1 (971) 371-8128. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

7. About our Website and Services

English Language Acquisition LLC or its affiliates give you a personal, worldwide, royalty-free, non-assignable and non-exclusive access to use the Language Acquisition Reading website. The Service includes downloadable documents, which you may copy for your own classroom use. However, you may not modify, distribute with intention to sell, or lease any part of our Services nor may you reverse engineer or attempt to extract the source code of the website software or services, unless laws prohibit those restrictions or you have our written permission.

English Language Acquisition LLC or its affiliates reserve the right, in its sole discretion, to change or discontinue any or all of the services on the Website at any time. You acknowledge and agree that English Language Acquisition LLC or its affiliates have



no obligation to make, or continue to make, the Website or any particular portion or related service available to you (whether or not such unavailability is voluntary on the part of Language Acquisition Reading). English Language Acquisition LLC or its affiliates reserve the right, in its sole discretion, to suspend or terminate your Membership Account at any time, including, without limitation, your Membership Name and Membership Password.

You acknowledge and agree that English Language Acquisition LLC or its affiliates may store personal and certain other information about you on your computer in the form of "cookies". Such use of cookies is solely in connection with the operation of the Website. You acknowledge and agree that if you prohibit, or restrict the placement of cookies on your computer, such prohibition or restriction may have an adverse effect on your use of the Website. You acknowledge and agree that English Language Acquisition LLC or its affiliates may also store personal information about you on its computers within or outside the U.S.

By using this Website you acknowledge and agree that English Language Acquisition LLC or its affiliates may, in its sole discretion, preserve or disclose your personal information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce this Agreement; respond to claims that any Work violates the rights of third-parties; or to protect the rights, property, or personal safety of English Language Acquisition LLC or its affiliates, its users or the general public.

8. Payments

If you make payments hereunder with a credit or charge card or an online payment account, you warrant that you are the cardholder or account holder and that the billing information provided is accurate, and you authorize English Language Acquisition LLC doing business as The Language Academy and Language Acquisition Reading to charge the designated credit or charge card or online payment account for the total amount of the payment, including any sales or similar taxes. All payments and purchases made hereunder and/or in connection with the Website are non-refundable.



A valid LAR member account is required to make purchases hereunder. You may make purchases hereunder using several pay options mentioned (i.e. credit card, PayPal). Upon purchase, you will receive an invoice listing the description of the purchase made, and the date of purchase.

9. Membership Fee

Member authorizes LAR to charge the applicable Membership fee ("Membership Fee") to a valid credit card (or PayPal) account designated by Member and approved by LAR. Membership Fees will be charged at the standard rate in effect at the time the fee is payable. Current Membership Fees and other charges can be found at:

http://lareading.thelanguageacademy.org/pricing_signup.php. At the time of this policy's printing, the membership fee \$49.99 allows a Member access to the Services for one year. Member agrees to pay all sales, use, and other similar taxes imposed in connection with Member's use of the Website. Member is responsible for all Internet service provider fees, telecommunication and other charges required for Member's connection to the Website.

The Membership Fee is a recurring yearly fee payable by the Member to Language Acquisition Reading. The initial payment of the Membership Fee is due and payable in full upon the date of the Member's registration as a Member on the Website. Subsequent payments shall be due and payable upon the passage of every 365 day period thereafter, continuously, for as long as the Member remains a Member on the website.

At the end of the of the 1 year subscription period, LAR will automatically charge Member's Accounts for the yearly subscription fee at the applicable membership rate unless member cancels its membership at least three (3) days before the upcoming membership fee payment date; and member must inform LAR of such cancellation by logging into the member's membership account on the Website and then sending a termination request to LAR, within such three day time frame. In the event LAR is unable to charge Member's Account the applicable membership fee, LAR reserves the right to terminate member's right to use the website.

You can stop using our Services at any time, although we'll be sorry to see you go. If you stop using the Services before your year end user subscription is over, your



account can remain open until the subscription has expired. We do not provide refunds for cancelled subscriptions.

10. Membership Account

You acknowledge and agree that you are to keep confidential the Membership Name and Membership Account by LAR to you, and the Membership Password selected by you and approved by LAR for use with such Membership Name and Membership Account. Your Membership Name, Membership Account and Membership Password are personal to you and may not be shared with, or transferred to, any other personal or entity.

You acknowledge and agree that you will be solely responsible for each and every use of your Membership Account, Membership Name and Membership Password, and that LAR may rely on the use of your Membership Account, Membership Name or Membership Password as conclusive evidence that you have used the Website.

11. Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove a Service, and we may suspend or stop a Service altogether.

12. Business Uses of Our Services

If you are using our Services on behalf of a business, that business accepts those terms. It will hold harmless and indemnify LAR and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees. If you are using the service for yourself, then you also agree to hold harmless LAR, affiliates, any employee or directors from and against all claims, expenses (including attorney fees) or other liability arising from your breach of any of your representations, warranties or obligations under this Agreement, and from any and all uses by you of the Website and the Works downloaded thereunder (including any uses under your Membership Account or Membership Name, whether or not authorized by you), including without limitation, any claims or actions based on infringement or violation of intellectual property rights, libel or slander or other defamation, right of privacy or "False light", right of publicity or



blurring or distortion or alteration of any Work or other material or content whether or not intentional. LAR has the right, in its sole discretion, to control the defense of any claim, action or matter subject to indemnification by you with counsel of its own choosing. You shall fully cooperate with LAR in defense of any such claim, action or matter.

13. About these Terms

We may modify these terms or any additional terms that apply to a Service to. An example may be a change in U.S. law. You should look at the terms regularly. We will post notice of modifications to these terms on this page. We will post notice of modified additional terms in the Terms of Service link at the bottom of the Language Acquisition Reading homepage. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have and we reserve our rights to take action in the future.

If it turns out that a particular term is not enforceable, this will not affect any other term.

The laws of Oregon, U.S.A. will apply to any disputes arising out of or relating to these Terms or the Services. All claims arising out of or relating to these Terms or the Services will be litigated exclusively in the federal or state courts of Washington County, Oregon, USA, and you and Language Acquisition Reading and English Language Acquisition LLC consent to personal jurisdiction in those courts.

For information about to contact Language Acquisition Reading, the Language Academy or English Language Acquisition LLC, please visit our contact page.