

Terms of Service for Lingovo App

Last Updated: July 26, 2024

1. Introduction

Welcome to Lingovo, a language learning application ("App") operated by Latte Languages LLC ("we," "us," or "our"), located at 30 N Gould St Ste R, Sheridan, WY 82801. By accessing or using our App, available on iOS, Android, and web platforms, you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use the App.

2. Interpretation and Definitions

Interpretation The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions For the purposes of these Terms and Conditions:

- **App** refers to the Lingovo language learning application.
- **Device** means any device that can access the App such as a computer, a cellphone, or a digital tablet.
- **Service** refers to the App and all related services provided by Latte Languages LLC.
- **Terms and Conditions (Terms)** mean these Terms and Conditions that form the entire agreement between you and the Company regarding the use of the Service.
- **User Profile** means a unique account created for you to access our Service or parts of our Service.
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

3. Acceptance of Terms

By using the Lingovo App, you affirm that you are at least 13 years old and capable of forming a binding contract. If you are accessing or using the App on behalf of a business or entity, you represent that you have the authority to bind that business or entity to these Terms.

4. Changes to Terms

We reserve the right to modify these Terms at any time. We will notify users of any changes by posting the updated Terms on the App with a new "Last Updated" date. Your continued use of the App after such changes constitutes your acceptance of the new Terms.

5. Description of Service

Lingovo is a language learning application designed to help users learn and practice various languages. The App provides lessons, exercises, and other educational content to facilitate language learning.

6. User Accounts

To use certain features of the App, you may be required to create an account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

7. Intellectual Property Rights

All content provided in the Lingovo App, including but not limited to text, graphics, logos, images, audio clips, digital downloads, and data compilations, is the property of Latte Languages LLC and is protected by United States and international copyright laws. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our App, except as incidental to normal use of the App.

8. User Content

The Lingovo App does not allow users to create or upload content. All content within the App is provided by Latte Languages LLC.

9. Prohibited Uses

You agree not to use the App:

- In any way that violates any applicable federal, state, local, or international law or regulation
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the App

10. Subscription and Payments

10.1. We use RevenueCat for payment processing. By subscribing to our paid services, you agree to comply with RevenueCat's terms and conditions.

10.2. Subscription fees are billed in advance on a recurring basis. You authorize us to charge your chosen payment method for these recurring fees.

10.3. Subscriptions automatically renew unless canceled before the renewal date.

10.4. Refunds are provided in accordance with the policies of the platform through which you purchased the subscription (e.g., Apple App Store, Google Play Store).

10.5. Free Trial, Limited Access, or Paid Premium Subscription Lingovo may offer free trials, limited access subscriptions, and paid premium subscriptions. Details of the trial period and what is included in the limited access subscription will be provided at the time of sign-up. After the trial period ends, the subscription will automatically convert to a paid subscription unless canceled before the end of the trial period.

11. Termination

We reserve the right to terminate or suspend your account and access to the App at our sole discretion, without notice, for conduct that we believe violates these Terms or is harmful to other users of the App, us, or third parties, or for any other reason.

12. Disclaimer of Warranties

THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

13. Limitation of Liability

IN NO EVENT WILL LATTE LANGUAGES LLC, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APP.

14. Indemnification

You agree to defend, indemnify, and hold harmless Latte Languages LLC and its licensors, service providers, employees, agents, officers, and directors from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees arising out of or relating to your violation of these Terms or your use of the App.

15. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Wyoming, United States, without regard to its conflict of law provisions.

16. Dispute Resolution

Any dispute arising from or relating to these Terms or the App shall be resolved through binding arbitration in Wyoming, USA, in accordance with the rules of the American Arbitration Association.

17. Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

18. Entire Agreement

These Terms, our Privacy Policy, and any other legal notices published by us on the App, constitute the entire agreement between you and Latte Languages LLC regarding the App.

19. Privacy Policy

Your access to and use of the Service is also conditioned on your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes our policies and procedures on the collection, use, and disclosure of your personal information when you use the App and tells you about your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using our Service.

20. Automatic Renewal

You agree to permit Lingovo to automatically renew your subscription by charging a valid credit card number which you have provided. Renewal could be made through the source initially used to sign up for the subscription (Apple App Store or Google Play Store). By providing payment information, you are authorizing us to charge your card information for the subscription fees that you sign up for. Your subscription will be automatically renewed on the day equivalent to the subscription start date at the price and conditions specified at the time of the subscription start. You agree to provide Lingovo with current, complete, and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete, and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us if your credit card is canceled (such as for loss or theft). If you fail to provide any of the foregoing information, you agree that Lingovo may continue charging you for any subscription automatically renewed unless you inform us not to renew your subscription prior to the expiration of your subscription and informing us of your desire not to have such subscription automatically renewed.

21. Refunds and Cancellations

We offer a 14-day money-back guarantee for new premium subscribers who are not satisfied with our services. You may request a refund within 14 days from your subscription start date. After 14 days, no refunds will be granted. To cancel your premium subscription and get a refund, please contact our customer service team at support@lingovo.app. If you do not want your subscription to renew automatically, or if you want to terminate your subscription, follow the instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the App from your device. If you subscribed using your Apple ID, cancellation is handled by Apple, not Lingovo. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your Lingovo subscription and follow the instructions to cancel. Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find

your Lingovo subscription and follow the instructions to cancel. If you cancel a subscription, you may continue to use the canceled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

22. User Conduct

You agree to use the App only for lawful purposes and in a manner

consistent with these Terms. You agree not to use the App to:

- Harass, threaten, or intimidate others
- Transmit any content that is unlawful, harmful, or objectionable
- Impersonate any person or entity or falsely represent your affiliation with any person or entity
- Use any automated means, including but not limited to bots, spiders, or scrapers, to access the App or collect information from our App
- Engage in any activity that could damage, disable, overburden, or impair our App or interfere with any other party's use and enjoyment of the App

23. Modification of Services

We reserve the right to modify, suspend, or discontinue any aspect of the App at any time without notice.

24. Contact Information

For any questions about these Terms, please contact us at support@lingovo.app.

By using the Lingovo App, you acknowledge that you have read and understood these Terms and agree to be bound by them.