

**Regulations governing the use of the Platform [www.blc4u.com](http://www.blc4u.com).**

#### **Paragraph 1**

##### **General regulations**

- 1. The regulations below define the conditions and terms of use of the service rendered by Kaleidoscope Global LLC in electronic form regarding the Internet platform [www.blc4u.com](http://www.blc4u.com).**
- 2. The services are provided by Kaleidoscope Global LLC, as part of the activities of the provider of the Internet portal [www.blc4u.com](http://www.blc4u.com) who enable the running of the language course on the Internet.**

#### **Paragraph 2**

##### **Definitions**

- 1. Password – a sequence of alphanumeric characters chosen by the User in order to ensure access to the Customer’s Account and known only to the User.**
- 2. Student – physical person who has completed the process of registration and verification of status as a student on the website [www.blc4u.com](http://www.blc4u.com).**
- 3. Customer’s Account – distinct section of the platform [blc4u.com](http://blc4u.com) accessible to only one authorised User having registered a specific email address/login and Password.**
- 4. User Name – unique, individual pseudonym chosen by the Platform User, under which they or a third party may make use of the Platform.**
- 5. Observer – physical person authorised to make use of information obtained from the Platform for the purposes of marketing, without the need for prior authorisation from the Student.**
- 6. Platform – Internet school at the address [www.blc4u.com](http://www.blc4u.com) being the property and a service of Kaleidoscope Global LLC, enabling Students to participate in language courses via the Internet.**
- 7. Regulations – the Regulations below concerning the use of the services of the Platform, encompassing the rules of provision of language courses via the Internet through the Platform.**
- 8. School – Kaleidoscope Global International LLC, 3030 North Rocky Point Drive West, 33607 Tampa, USA; the owner of the Internet language school located at the address [www.blc4u.com](http://www.blc4u.com).**
- 9. Agreement – This agreement with the School concerning the School’s services through the Platform in agreement with the Regulations entered into as a result of registration as a Student or Observer.**
- 10. User – a physical person making use of the resources of the Platform, having the status of an Observer or Student.**

#### **Paragraph 3**

##### **Range of services provided by the School:**

- 1. The School, within the terms of service outlined in the Regulations below, acts as the organizer of a language course conducted in over the Internet. Communications between the School and the Student during the course of studies takes place through communication channels at [www.blc4u.com](http://www.blc4u.com).**
- 2. Rights and obligations of Students and Users in connection with the Platform are outlined in the Regulations below.**

#### **Paragraph 4**

## **Privacy policy, Protection of personal data**

- 1. The Administrator of Users' personal data, essential in order to fulfill the terms of the agreement between the School and the User, is the School.**
- 2. Any person whose data is kept with the School has the right to view their data and modifications made to it, in accordance with the terms outlined in the Regulations below.**

## **Paragraph 5**

### **Registration**

#### **A. General Terms**

- 1. [Conditions of use of the Platform] It is a condition of use of the Platform is that the User registers at the address [www.blc4u.com](http://www.blc4u.com) through the completion of the form with their personal data, in order to access the services of the Platform and must accept the terms contained in the Regulations below.**
- 2. [Platform Users] The platform is accessible to two groups of Users:**
  - a. observers, people who have read and accepted the terms of the regulations and are granted access via the Platform information for the purposes of marketing,**
  - b. physical people who have expressed the will to belong to the circle of Students, who, after completion of the form with their personal data, have read and accepted the Regulations and paid for any duration of study at the School.**
- 3. [Verification of User's Name] A User may adopt only one User Name. This name is verified by the administrator of the Platform in order to prevent multiple cases of the same name and to protect other Users from identity theft or impersonation from other people.**
- 4. [Contact between the Student and the Platform/School] The entirety of contact between the Platform/School and the Student takes place through electronic means with the aid of the Platform.**

#### **B. Student Registration**

- 1. A student may be a physical person who has accepted the School's agreement regarding the service of education via the Platform.**
- 2. [Obtaining the status of Student] In order to register with the Platform, any person who wishes to obtain the status of Student is obliged to provide (within the fields of an online form generated by the Platform):**
  - a. name, surname,**
  - b. address of residence,**
  - c. email address,**
  - d. chosen User Name,**
  - e. chosen Password.**

#### **C. Registration of Observer**

- 1. An Observer may be a physical person who has accepted the School's agreement regarding the services granted to a User of the status of an Observer.**
  - a. [Obtaining the status of Observer] In order to register with the Platform, an Observer is obliged to provide (within the fields of an online form generated by the Platform):**
    - a. name, surname,**
    - b. email address,**
    - c. acceptance of the Regulations of use of the Platform.**

## **Paragraph 6**

### **Organisation of the teaching process in the School A. Placement test and choice of level**

- 1. [Checking level]. In order to commence study at the School, the User needs to complete a free**

test of language level, which enables the placement of the User at the optimal level. The Placement Test may be found at the address [www.blc4u.com](http://www.blc4u.com).

2 [Viewing of test result]. The purpose of the Placement Test is to show the User's language level, so that the User may purchase the appropriate level of language course.

#### **B. Study in the School**

1. [Language level] Study in the School is available at six language levels: basic, elementary, lower-intermediate, pre-intermediate, intermediate, higher-intermediate.

Each of these levels consists of six months of study at the particular language level.

2. [Study level] Each language level is divided into six sub-level. One sub-level of study consists of a minimum of 5 sections such as: reading, writing, conversation, listening comprehension and grammar.

3. [Proceeding to next level of study] Study at each level begins with the first sub-level. Entry to successive sub-levels is possible only when the User has achieved a minimum of 50% of the points for each section of a given sub-level. In the event of a User achieving less than 50% for a given sub-level, they must repeat the exercises until such a time as they achieve a minimum of 50% of the available points.

4. [Progress tests] Each level finishes with a progress test. Access to the next level is possible only when a Student achieves a minimum of 50% of the available points from a progress test.

5 [Access to the school's resources] Access to the school's resources is possible in accordance with the following table.

a. 1 sub-level (no more than 30 days).

b. ½ level (no more than 90 days).

c. 1 level (no more than 180 days).

d. Several levels (no more than the number of levels accumulated across 180 days).

In the event of a User not completing a given level of study in the above time, access to resources of the School may be blocked. The unblocking of access is possible following payment in accordance with the Price List.

C. Written work. Various sub-levels of study include the requirement of the User to complete a written assignment via the communication channel of the Platform. The written work is of a practical nature, applying the material covered in the course by the Student and is not assessed by the School – it is automatically recognised as marked.

D. Conversation Payment for the use of the Platform does not include "live" conversation with a teacher. A Student may request a conversation with a teacher at additional cost according to the Platform's Price List (available at the address [www.blc4u.com](http://www.blc4u.com)).

E. Examination-guarantee clause for Students of the Platform [www.blc4u.com](http://www.blc4u.com).

1. [Subject of guarantee] The school guarantees Users who have completed the 6 levels on the Platform that they will be able to complete an international examination at B1 level according to the European Language Levels (e.g. TELC, Cambridge, PEARSON, TRINITY etc.) at an available examination centre worldwide.

2. [Conditions of guarantee] In order to qualify for the above guarantee, the User must comply with the following requirements:

a. completion of 6 levels on the Platform,

b. enter for B1 level examination within 3 months of completion of the course on the Platform, c. fail to pass the examination above.

3 [Provision of guarantee] A User who fulfils the requirements of the above point will receive from the School a refund of the costs of the examination in question that they took. The conditions of receiving the refund are that they send to the School the following documents:

a. the original invoice for the B1 examination taken by the Student,

b. a document confirming the fact that they failed the examination,

c. documentation confirming the Student had paid for 6 levels on the Platform.

#### **Paragraph 7**

**Payment for study at the School.**

1. [Price list] Study on the Platform is charged. The Price list, constituting a component of the Regulations, is an integral part of the Regulations and can be found at the address [www.blc4u.com](http://www.blc4u.com).
2. [Forms of payment] Payment for study at the School is possible by credit/debit card or by "fast transfer" via the service of a fast-transfer agency. Access to the resources of the Platform is not available until confirmation of receipt of payment for study.
3. [Refunds for study] Accepting the above Regulations, the User is aware that after purchasing any modules of the language course via the Internet, the User receives access to authored material for the study of the English language. In the event of the User not availing themselves of their allotted access to the materials in part or in their entirety, they are not in a position to receive any refund in part or in whole of their payment for study.
4. [Invoices/receipts] From the moment of purchase or activation of a language course by the User, the School will automatically issue the user's invoice/receipt on completion of payment. Accepting the Regulations below, the user gives their consent for the issuing of an invoice/receipt in electronic form which may be printed at any time as part of the operations of the Platform.

#### **Paragraph 8**

**Limitations of accountability of the School.**

1. [Termination of accountability] Whilst any party makes use of language courses via the Internet with the aid of the Platform, beyond circumstances covered by the stipulations of the law, in the event of the School is not accountable for any loss caused as a result of:
  - a. matters arising through the use of the Platform caused by User Name, email address or User Password by unauthorised persons,
  - b. faults of the User's computer equipment, being their data source, in the course of or on account of use with the resources of the Platform, in particular with the consequence that the User's information system is affected by a computer virus,
  - c. events outside the School's control, by which are understood to be exceptional, external and unpredictable events, and which have the consequence of being impossible to predict appropriate preventive measures, which the School is not able to take any action against, causing an obstacle to the adequate execution of the terms of the Agreement,
  - d. actions of legislative organs, executive or judicial, in particular the outcome of changes to legal regulations concerning obligations on the day of the implementation of the Agreement, which prevent the legal fulfilment of the obligations of the agreement,
  - e. inability of the User to make use of the services of the School caused by independent Internet connection or incorrect configuration of the User's computer and/or programs (e.g. Internet browser).
2. [Termination of accountability for actions contrary to the law and Regulations] The School is not accountable for any kind of loss due to any possible activity caused by the User's failure to adhere to these regulations or any stipulations of the law.

#### **Paragraph 9**

**Right to resign from the execution of the educational process.**

1. [Reasons for resigning from the execution of the educational process] The School reserves the right to resign from any further execution of the educational process via the Platform in the event of:
  - a. suspicion of the User Name or Password being divulged to a third person by the User,

- b. Inadequate quality of transmission, loss of connection, loss of power, modification of transmission, damage or fault of telecommunication equipment and connection systems, computer apparatus, fault of the telecommunication network, break of connection in the course of carrying out instructions or orders, activities of third parties in the course of sending instructions, orders and all other information, breaks caused by routine necessary maintenance,**
  - c. actions of legislative organs, executive or judicial, in particular the outcome of changes to legal regulations concerning obligations on the day of the implementation of the Agreement, which prevent the legal fulfilment of the obligations of the agreement,**
  - d. events outside the School's control, by which are understood to be exceptional, external and unpredictable events, and which have the consequence of being impossible to predict appropriate preventive measures, which the School is not able to take any action against, causing an obstacle to the adequate execution of the terms of the Agreement.**
- 2. [Prohibition on the use of the Platform for improper purposes] Users agree that the use of the Platform for purposes not in accordance with the Platform's purposes and with the intention of violating or bypassing the obligations of the law is prohibited.**
- 3. [Prohibition on disturbance of people, advertising and disseminating illegal content] Users are prohibited from using the Platform for the purposes of expressing content and undertaking activities that disturb the well-being of other people, promoting other Internet sites, expressing content in the form of advertisements etc.**

#### **Paragraph 10**

##### **Complaints about the service**

- 1. [Entitlement to complain] Users of the Platform are entitled to register complaints about the service provided by the School. The complaint must contain the name, surname, email address and User name of the person making the complaint, as well as a detailed description of the grievance.**
- 2. [Acknowledgement of complaint] Complaints will be acknowledged by the School within 14 working days of receipt.**

#### **Paragraph 11**

##### **Final regulations**

- 1. [Limitations of access to the Platform] The School may from time to time limit access to the Platform, if such action is necessary from the perspective of safety or other circumstances outside their control as well as in cases of maintenance work on the information system. Such restrictions will be removed as soon as the cause of such lack of access is rectified.**
- 2. [Effectiveness of Regulations] The above Regulations are effective as of 28th August 2011.**