



Terms and Conditions

1. Introduction

Welcome to **English with Angel**! These Terms and Conditions govern your access to and use of our website (englishwithangel.com), online teaching services, and any related content, materials, or resources provided by us. By continued use of our website, enrolling in classes, or using our services, you agree to comply with and be bound by these Terms and Conditions and the Privacy Policy posted on our website. Please read them carefully. If you do not agree to be bound by these Terms and Conditions, you must not access or use our website or services.

If you have any questions about these Terms, please contact us at teachampm@gmail.com.

2. Cancellations and Refunds

- 2.1. **Purchased Lesson Packages:** Refunds on unused lesson packages must be requested within 14 days of purchase. Refund requests must be submitted to teachampm@gmail.com at least 24 hours before the start date of the first lesson. Any packages in use are non-refundable.
- 2.2. **Cancellation Notice:** Cancellations must be communicated at least 12 hours before the scheduled class time. Notifications should be sent to teachampm@gmail.com. No refunds will be provided for canceled lessons, however, lessons canceled at least 12 hours before the scheduled class time may be rescheduled at another agreed time and date. Please communicate any last-minute cancellations as soon as possible.
- 2.3. **Class Credit at Teacher's Discretion:** In the case of a last-minute cancellation due to an emergency or technical issues on the client's side, a class credit may be provided at the teacher's discretion. One class credit equates to one lesson. Class credits must be used within 60 days of issuance. After 60 days, the class credit will expire.
- 2.4. **Group Class Subscriptions:** Subscriptions to our services may be canceled at any time through the Stripe Client Portal. Upon cancellation, no refunds will be issued for any remaining time on the current billing cycle, but you will retain access to the services until the end of the billing period.

For assistance with accessing or managing your subscription in the Stripe Client Portal, please contact us at teachampm@gmail.com.

- 2.5. **Completed Classes:** No refunds will be issued for completed classes.
 - 2.6. **Missed Classes:** If a student misses a live class (a no-show) without providing a minimum of 12-hour notice, the lesson will be marked as completed and no refund or class credit will be issued. Please communicate last-minute emergencies as soon as possible.
 - 2.7. **Lateness:** If a student is 10 minutes late to a class, it will be considered a no-show. The lesson will be marked as completed and no refund or class credit will be issued.
 - 2.8. **Teacher Cancellations:** If the teacher misses a scheduled class, a class credit will be provided for the individual lesson. If the teacher's availability changes and the remaining lessons can no longer be scheduled at a convenient time for the client and teacher, the client will be refunded or credited for the remaining lessons of the purchased package.
 - 2.9. **Technology Failures:**
 - a. **Teacher's Technical Issues:** If a class is completely interrupted or canceled due to technical difficulties on the teacher's side, the teacher may reschedule the lesson or provide a class credit.
 - b. **Student's Technical Issues:** If technical issues on the student's side prevent them from attending or completing a class, no refund will be issued. A make-up class or class credit may be offered at the teacher's discretion.
3. **Payment Policy**

Payment must be completed prior to the scheduled class.
 4. **Scheduled Classes**

Class times are provided in the Central Time Zone (CST).
 5. **Class Conduct and Technical Requirements**
 - 5.1. **Online Platform:** All classes will be conducted via online video conferencing software. Details and access links will be provided upon enrollment.
 - 5.2. **Technical Requirements:**
 - a. Students are expected to have a working camera and microphone, and a stable internet connection for all classes.

- b. It is the responsibility of the client/parent/guardian to ensure that the computer/device used for online classes meets the necessary technical requirements and functions properly.

5.3. **Microphone Usage:**

- a. Students are required to use their microphones to communicate with the teacher during class. They are able to mute and unmute as necessary.
- b. There should be no distracting sounds or activities in the background that will disturb one-on-one or group lessons. Parents/guardians are encouraged to help ensure a quiet learning environment.
- c. The use of profanity, inappropriate language, or offensive comments is strictly prohibited.

5.4. **Camera Usage:**

- a. If students have their cameras on, they are expected to be dressed appropriately and ensure there is nothing inappropriate or offensive in the camera view.
- b. If students choose to have their cameras off, they must confirm their identity at the beginning of the class.

5.5. **Chatbox Usage:**

- a. The chatbox is a tool for learning and communication during the class. Students are expected to use it appropriately and respectfully.
- b. The use of profanity, inappropriate language, or offensive comments in the chatbox is strictly prohibited. Comments should remain relevant to the lesson and classroom activities.

- 5.6. **Prohibited Sharing of Private Information:** Students must not share or request private information, such as personal addresses, phone numbers, email addresses, or other contact details, either verbally or in written form during classes. This is to ensure the safety and privacy of all participants.

It is the responsibility of the parent or guardian to:

- Educate their child on basic cyber security principles and the importance of not sharing personal information online.
- Monitor their child's online activity as necessary to ensure their safety while participating in our services.

5.7. **Student Conduct:** All students are expected to follow class regulations and respect the teacher and any fellow students. Continued inappropriate or disrespectful behavior will result in the student's removal from the class, and no refund will be issued.

6. **Classroom Management**

The teacher reserves the right to manage the use of all tools and features within the online learning platform to maintain an effective and respectful learning environment. This includes, but is not limited to:

- Disabling a student's camera or microphone if necessary.
- Restricting or disabling chatbox access if inappropriate behavior occurs.
- Limiting access to other platform features or tools to ensure a distraction-free and productive class.

7. **Class Recordings**

7.1. **Purpose of Recordings**

Live lessons may be recorded for the following purposes:

- Providing enrolled students or parents/guardians access for review.
- For teacher review, and improving the quality of our teaching services.
- Fulfilling legal or compliance obligations.

7.2. **Use of Recordings:** Recordings are intended for educational purposes and internal use. Recordings will not be shared publicly without prior consent.

7.3. **Consent to Recordings:** By enrolling in and participating in our classes, you (the client/parent or guardian of the enrolled student) consent to the recording of live lessons. These recordings are used for educational purposes, such as providing access to recordings for review or improving the quality of services. Recordings will not be shared publicly without explicit consent, and their use is governed by our Terms and Conditions and will be handled in accordance with the Privacy Policy.

7.4. **Group Classes:** If students are unable to attend a live group class they are enrolled in, due to technical issues or an emergency, every effort will be made to provide access to the class recording or the class content, for them to review after the class. Please note that no refunds will be issued for missed group classes.

7.5. **Sharing Recordings:** Clients may share clips of class recordings they are enrolled in on social media under the following conditions:

1. The recording solely features the client or their child.
2. Explicit permission is obtained from the teacher before sharing.
3. The following acknowledgment is included in the post:
“*ESL class by English with Angel.*”

8. **Intellectual Property and Class Content**

All materials and content provided by English with Angel, including but not limited to text, graphics, images, logos, videos, lesson plans, class content, recordings, and downloadable resources, are the exclusive property of English with Angel, unless otherwise stated. These materials are protected by applicable copyright, trademark, and other intellectual property laws.

8.1. **Ownership**

All rights, ownership, and control over the materials and content provided during classes, on the website (**englishwithangel.com**), or through other communication channels remain the exclusive property of English with Angel, unless explicitly stated otherwise.

8.2. **Prohibited Uses**

You agree not to:

- Copy, reproduce, record, modify, distribute, display, or create derivative works from class content or materials without prior written consent.
- Share, sell, or distribute lesson plans, recordings, or class content for commercial purposes.
- Post class content, recordings, or materials publicly (including on social media) without explicit permission, except as outlined in the “Sharing Recordings” section.

8.3. **Permitted Uses**

You may use class content and materials provided by English with Angel solely for personal, non-commercial purposes, including:

- Reviewing lessons or resources provided as part of your enrolled classes.

- Sharing limited clips of recordings solely featuring you or your child, as permitted under the “Class Recordings” section.

8.4. **Class Recordings**

Class recordings provided to you are for personal review only. Redistribution, reproduction, or sharing of these recordings outside of the terms outlined in this agreement is strictly prohibited.

8.5. **Violation of Terms**

Any unauthorized use of class content, materials, or intellectual property may result in:

- Immediate termination of your access to services.
- Legal action to enforce our intellectual property rights and seek damages, if applicable.

9. **Customer Support**

For any inquiries or support, please contact us at **teachampm@gmail.com**. We strive to respond to all inquiries within 1-2 business days.

10. **Amendments to Terms and Conditions**

We reserve the right to amend or modify these Terms and Conditions at any time. Any changes will be posted on our website (**englishwithangel.com**), and it is your responsibility to review the Terms periodically for updates.

Continued use of our website and services constitutes acceptance of the revised Terms and Conditions.

11. **Liability Disclaimer**

English with Angel is not responsible for any damages, losses, or interruptions resulting from the use of third-party online platforms, technical issues, or circumstances beyond our control, including but not limited to internet outages, power failures, or device malfunctions on the client’s end.

12. **Governing Law**

These Terms and Conditions are governed by and construed in accordance with the laws of Texas, United States, without regard to its conflict of laws principles. Any disputes arising under or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Texas, United States.

13. **Agreement**

By using our services and enrolling in our classes, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.