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These TOUs were last updated on December 01, 2015.

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You must only use the Café Learn Platform and anything available from the Course for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.

You remain responsible for:

- all of your activity on and in connection with the Platform and/or Course;
- all of the content and details that you submit into, or post onto, the Platform or any Course ("Your Content");
- what you access on the Platform or Course, how you interpret or use the Platform or Course and any actions you may take as a result of using the Platform or Course.

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Courses may only be accessed and used on a computer or other device owned or controlled by you and running the relevant operating system for which the Course concerned was designed, so you must make sure you have a compatible device which meets all the necessary technical specifications to enable you to download any Course you wish to download and to access and use each downloaded Course.

You will be assumed to have obtained permission from the owner of any computer or other device that is controlled, but not owned, by you to download any Course to that device. You accept responsibility, in accordance with these TOUs, for all access to, and use of, any Course by you on any device, whether or not it is owned by you.

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We reserve the right to withdraw or suspend the operation of any Course, or the Platform, with or without notice to you, if we need to do so for security or legal reasons.

You may, at any time, terminate the rights granted to you under these TOUs to access and use any Course by permanently uninstalling and deleting your copy of that Course, and removing the specific machine activations you have created

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Access to the Platform and paid-for Licensed Content will require you to pay a fee, the amount of which will be as set out on the Platform, unless you have been issued with a code (for example, by an institution, bookstore or Café Learn) in which case you may redeem that code against an eligible access credentials.

Payment for all orders must be made by credit or debit card via the ecommerce page. We use a reputable third party payment services provider to take payment. Payment is accepted by most

major credit and debit cards. Payment is taken, in full, immediately. You should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declines to authorize payment for any reason. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.

Access will be made available immediately when payment is authorized or you enter a valid code and you acknowledge that this is the case and that, therefore, you will have no right to change your mind (sometimes known as a 'cooling off' right) once access is initiated.

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- rent, lease, loan, sell, license, or transfer access to the Platform or Course to any third party or exploit the Platform or Course for commercial purposes or otherwise use any information on the Platform or in a Course (either directly or indirectly) for profit or gain;
- copy or store any Course or the Platform (or any part thereof) other than for your own non-commercial, personal use;
- store the Platform or any Course on a server or other storage device connected to a network or create a database;
- interfere with, disrupt, alter, translate, or modify the Platform or Course or any part thereof, or create an undue burden on the Platform or Course or the networks or services connected to the Platform or Course, nor attempt to circumvent security of any servers on which the Platform or Course is hosted;
- reverse engineer, decompile, disassemble, or reverse compile the Platform or any Course;
- introduce software or automated agents or scripts to the Platform or Course so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Platform or Course;
- transmit, distribute, introduce or otherwise make available in any manner through the Platform or Course any computer virus, keyloggers, spyware, worms, trojan horses, timebombs or other malicious or harmful programming; or
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Use of your personal data submitted to us (via our Platform or any Course) is governed by our Privacy Policy, which is expressly made part of these TOUs. If you have not already read our [Privacy Policy](#), you should do so now.

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Since electronic services are subject to interruption and breakdown, you agree that your use of the Platform is on an 'as is' and 'as available' basis and at your sole risk. You also agree that downloading, accessing and use of any Course or Service that is made available for download free of charge are on an 'as is' and 'as available' basis and at your sole risk.

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We cannot and do not guarantee that any content of the Platform or any Course or Service and its content will be free from viruses or other code that may have contaminating or destructive elements, or that access to the Platform, Courses or Service will function as intended or be uninterrupted. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security protections) to satisfy your particular requirements as to the safety and reliability of the Platform, any Course or Service.

Courses for Download

Cafe Learn makes available Courses for use by you through the Platform. A confirmation email will be provided after the checkout for each order. We are not responsible for any interruption to or failure in any communication or process, howsoever caused, which results in an order, or in any payment or payment details not being received or processed by us. A payment will be regarded as received when we are able to credit or transfer the amount required into our designated bank account. Courses and their download are subject to these TOUs.

You must be 18 years of age or older to download any course from the Platform. While individuals under the age of 18 may use any course, they may do so only with the involvement, supervision, and approval of their parent or legal guardian.

Our Liability

Nothing in these TOUs is intended to limit or exclude our liability to you:

- for death or personal injury caused by our negligence; or
- for fraudulent misrepresentation,
- or to exclude, restrict or modify rights which you may have under any law which may not be excluded, restricted or modified by agreement ("Your Consumer Rights"). You can find out more about Your Consumer Rights from consumer organizations and bodies such as your local Trading Standards Office or Citizens Advice Bureau.

Subject to the above (including Your Consumer Rights), in no event shall we be liable to you for:

- any business losses;
- any losses that were not reasonably foreseeable; or
- any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control.

If you suffer any loss in connection with the Platform or Course, you must take all reasonable steps to minimize your loss, including notifying us without delay if there are steps we can take to help minimize your loss. Any liability we do have for losses you suffer shall not, in aggregate, exceed the total fees paid by you for the relevant paid-for Course in respect of which the liability arises.

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General

- You may not transfer or assign any or all of your rights or obligations under these TOUs.
- All notices given by you to us must be given in writing to the address set out at the end of these TOUs.
- If we fail to enforce any of our rights, that does not result in a waiver of that right.
- If any provision of these TOUs is found to be unenforceable, all other provisions shall remain unaffected.
- These TOUs may not be varied except with our express written consent.
- These TOUs and the Other Terms represent the entire agreement between you and us in relation to their subject matter.
- These TOUs shall be governed by the laws of Tennessee, and you agree that the courts of Tennessee (and courts of appeal from them) have exclusive jurisdiction to resolve any disputes arising under or in connection with these TOUs. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any court of competent jurisdiction.

Termination

We may terminate, disable, lock, block or suspend your access to the Platform or any Course if you fail to comply, or if we suspect on reasonable grounds that you have failed to comply, with any of the TOUs. In the event of such termination, you must cease all use of the Platform and/or Course, and Cafe Learn may immediately revoke your access to the Platform and/or Course.