General

The EnglishHelper website and mobile application and related services, including software, content, and Language Proficiency Assessment Services (the Service or Service or Services) are operated by English Helper Inc. Access and use of the Service is subject to the following Terms and Conditions of Service (“Terms and Conditions”). By accessing or using any part of the Service, the User (User or Users) represents that they have read, understood, and agree to be bound by these Terms and Conditions including any future modifications. If the User does not agree to abide by these Terms and Conditions, the User is not authorized to use, access or participate in the Service. EnglishHelper offers some free content and features, but it is not completely cost-free. Services that are only offered for payment are clearly detailed and marked. To allow for a high standard of technology and learning material, fees are necessary. However they are not charged without explicit warning to the User.

Description of Website and Service

The Service allows Users to learn, practise, or take assessments. EnglishHelper may, at its sole discretion and at any time, update, change, suspend, make improvements to, or discontinue any aspect of the Service, temporarily or permanently.

Registration and Information

In connection with registering for and using the Service, the User agrees (i) to provide accurate, current and complete information about them and/or their organization as requested by EnglishHelper; (ii) to maintain the confidentiality of the User’s password and other information related to the security of the User’s account; (iii) to maintain and promptly update any registration information User provides to EnglishHelper, to keep such information accurate, current and complete; and (iv) to be fully responsible for all use of User’s account and for any actions that take place through User’s account.

Free Use of of EnglishHelper

Application and registration are free of charge to the User for certain specified Services (Free Service). The agreement for using the Free Service of EnglishHelper is concluded for an unlimited period and may be terminated without notice by either party. The User’s account will be deleted upon termination of the agreement. After termination of the agreement, the User cannot make any demands or claim for any information, analysis, content, document created or generated during the period of the Free Service.

Billing Types, Agreements, Cancellation, Renewal

Certain specified Services (Paid Service or Paid Services) are available as subscription or one-off purchases. Billing type, prices, and term are defined in each offer and are summarized prior to the end of the order process. The agreement for Paid Services comes into effect when the User purchases a paid version of a product. Paid Service agreements with subscriptions are effective for the time specified in the individual order (subscription term). The invoice amount for the subscription term is payable at the commencement of the agreement. After each subscription term, the agreement renews itself automatically according to the term agreed upon (e.g. monthly, 3, 6, or 12 months). The full invoice amount of each renewal term will be charged on the first day of the renewal. Paid Service agreements cannot be cancelled before the expiry of the subscription term, i.e., once a subscription is purchased, there are no refunds for cancellations prior to the completion of the subscription term. The User can avail the Paid Service for the full subscription term. However, if cancellation is notified anytime prior to the automatic renewal, there shall be no further renewal of the Paid Service at the end of the existing subscription term.

Payment Methods

The User may effect payment by using one of the payment methods as specified. When the User achieves access to a Service using a voucher code or a coupon, they will have such access to the relevant Service for a term as specified in any contract, agreement, scheme, or declaration relevant or specific to such voucher code or coupon. Billing is effected digitally. Bills or invoices are not available on paper. The invoices will be accessible on the website and can be viewed at any time when the User accesses their individual user account.

Refund Policy

No refunds will be made after the User has purchased and made payment for the use of a Service.

User Representations and Warranties

Users represent and warrant to EnglishHelper that their access and use of the Service will be in accordance with these Terms and Conditions and with all applicable laws, rules, and regulations of the Commonwealth of Massachusetts, USA.

License

Subject to these Terms and Conditions, EnglishHelper grants the User a non-transferable, non-exclusive license to download, install, access, and use, as applicable, one copy of the Service in object code form on an interactive wireless device or a computing device that User owns or controls. User may not derive or attempt to derive the source code of all or any portion of the Service, permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the Service or any part thereof. EnglishHelper and its licensors own and shall retain all intellectual property rights and other rights in and to the Service, and any changes, modifications, or corrections thereto.

Privacy

Use of the Service is also governed by the EnglishHelper’s Privacy Policy. By using the Service, User consents to the terms of the Privacy Policy.