# **Terms and Conditions**

By joining the Missfrenchimmersion Community, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not continue with your purchase.

## PERSONAL PAYMENTS

This is a membership website. Payments will process automatically on the schedule you selected at the time of purchase (yearly, quarterly, or monthly).

## **PURCHASE ORDER PAYMENTS**

If you are using a school purchase order, your membership will begin on the date the Purchase Order is received by Missfrenchimmersion and terminate one year later unless a new purchase order or payment is received prior to that date. You will receive an invoice around the tenth month of membership.

If we do not receive a new purchase order or payment by the end of month twelve, your membership will be terminated and you will need to pay the current renewal price to get it reinstated. If your membership expires, you forfeit any special discounts you may have received the previous year.

# **CANCELLATION POLICY:**

Due to the electronic nature of this product and the fact that it cannot be "returned," Missfrenchimmersion has a no refunds policy.

If you are dissatisfied with your purchase for any reason, you will be able to cancel any future payments as long as you submit the Cancellation form at least 48 hours prior to the payment processing date. We cannot guarantee your cancellation request will be processed in time if it occurs within 48 hours of 12:00am EST on the billing date. The billing process is automated, but the cancellation process must be handled manually.

There will be no partial (or prorated) refunds on monthly, quarterly OR annual payments. Cancellations will be effective once the cancellation request has processed. You will be unable to log in to the Missfrenchimmersion at that time. If you did not submit your cancellation request in time and the current month's payment has already processed, we will not issue a refund for the current month or reinstate your membership until the next billing cycle.

We highly recommend that you download the sample lesson plans https://www.missfrenchimmersion.com/blog/categories/freesample-lesson-plans before purchasing to make sure the community is right for you BEFORE purchasing.

#### If you cancel and then decide to join the Missfrenchimmersion again at a later time, you will be reinstated at the current membership rate, regardless of any special offers or discounts you received in the past.

### 1. Agreement.

This Agreement (the "Agreement") specifies the Terms and Conditions for access to and use of the Missfrenchimmersion Subscription and describes the terms and conditions applicable to your access of and use of the Site. This Agreement may be modified at any time by Missfrenchimmersion upon posting of the modified agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at [Your Terms and Conditions URL]. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.

2. Intellectual Property Ownership.

(a) Our Content. All content included on this site is and shall continue to be the property of Missfrenchimmersion or its content

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When you post lesson plans or resources in the forums, you certify that the work is your own and you grant others the right to use or edit it for their personal use.

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3. Disclaimers.

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No guarantee is made that you will achieve any result at all from the ideas in our material. You agree that we will not share in your success, nor will we be responsible for your failure or for your actions in any endeavor you may undertake.

Please refer to your district or school rules before incorporating any of the ideas presented on this site.

4. Terms Relating to User Supplied Site Content.

(a) Participate at Your Own Risk. You enter and participate in our forum, bulletin board, chat room, or any other user interactive area of our site, and gain access to the materials contained thereon at your own risk.

(b) No Monitoring. We do not monitor or screen communications on our forum, bulletin board, chat room, or any other user interactive area of our site and we are not responsible for any material that any of our forum, bulletin board, chat room, or any other user interactive area of our site participant posts and we do not assume the responsibility to do so. In the event that we are notified by any party that any communications contained in our forum, bulletin board, chat room, or any other user interactive area of our site is contrary to these terms, we may, but are not obligated to, investigate the situation and determine in our own discretion, whether to remove such communication from our forum, bulletin board, chat room, or any other user interactive area of our site. We have no liability or responsibility to investigate or remove any content from our forum, bulletin board, chat room, or any other user interactive area of our site based upon a complaint or otherwise.

(c) Your Reliance at Your Risk. We do not make any representations or warranties as to the truth or accuracy of any statement made or materials posted on or through our forum, bulletin board, chat room, or any other user interactive area of our site. You agree and acknowledge that you assume the risk of any actions you take in reliance upon the information that may be contained in our forum, bulletin board, chat room, or any other user interactive area of our site.

(d) No Endorsement. We do not endorse or lend any credence for any statements that are made by any participant in our forum, bulletin board, chat room, or any other user interactive area of our site. Any opinions or views expressed by our forum, bulletin board, chat room, or any other user interactive area of our site participants are their own. We do not endorse or support or otherwise give any credence or reason for reliance on any such statements or opinions.

(e) You are Responsible. You are fully responsible for your own statements and materials that you post in our forum, bulletin board, chat room, or any other user interactive area of our site and any consequences, whether or not foreseen, to any party who may rely upon these statements. You agree that you will not take any action directed towards attempting to hold us responsible for any such materials or statements.

(f) Removal of Material. As a participant in our forum, bulletin board, chat room, or any other user interactive area of our site, you agree that we may remove any materials from our forum, bulletin board, chat room, or any other user interactive area of our site for any reason, in our sole discretion, or for no reason at all. This includes material which is disruptive, abusive, offensive, illegal, vulgar, pornographic, or any other material. You hold us harmless from and against any damage you or others may suffer as a result of our removal of any content from our forum, bulletin board, chat room, or any other user interactive area of our site or from the discontinuance of our forum, bulletin board, chat room, or any other user interactive area of our site at any time.

(g) Right to Expel. We have the right to remove, expel, or disqualify any party from participation and access to our forum, bulletin board, chat room, or any other user interactive area of our site for any time and for any reason, or for no reason whatsoever, in our sole and absolute discretion. This includes, but is not limited to any violation of this agreement, disruptive behavior, complaints from other parties, any allegedly illegal activity, or for any other reason or for no reason at all.

(h) Right to Terminate. We reserve the right to terminate our forum, bulletin board, chat room, or any other user interactive area of our site at any time and all users hold us harmless from

and against any claims, damages, suits, threats, demands, liabilities, actions, causes of action, or injuries that may result therefrom, including but not limited to any consequential, incidental, and special damages of every nature and type.

(i) Prohibitions. You agree that you will not:

- 1. Use our forum, bulletin board, chat room, or any other user interactive area of our site for any illegal purpose.
- 2. Place any material in our forum, bulletin board, chat room, or any other user interactive area of our site that violates the copyrights, trademarks, trade secrets, confidential information or other rights of any other party.
- 3. Place any material in our forum, bulletin board, chat room, or any other user interactive area of our site that contains a false statement about any person, infringes upon the privacy rights of any other person, or threatens, harasses, abuses or embarrasses any other person.
- 4. Place any obscene, pornographic, sexually explicit or violent materials, graphics, photographs, text or otherwise in our forum, bulletin board, chat room, or any other user interactive area of our site.
- 5. Place any advertising, attempted business solicitation, marketing materials or sales promotional materials in our forum, bulletin board, chat room, or any other user interactive area of our site.
- 6. Pretend to be another person that you are not.
- 7. Place materials in our forum, bulletin board, chat room, or any other user interactive area of our site that are disruptive or off-topic.

(j) Hold Harmless and Indemnify. You hold us harmless from, and indemnify us against, any and all claims for damages from third parties arising from your participation, use or conduct in our

forum, bulletin board, chat room, or any other user interactive area of our site.

5. Miscellaneous.

(a) Prohibition Against Data Mining. You are prohibited from data mining, scraping, crawling, email harvesting or using any process or processes that send automated queries to

the Missfrenchimmersion. You may not use the Missfrenchimmersion to compile a collection of listings,

including a competing listing product or service. You may not use the Site or any Materials for any unsolicited commercial e-mail or forum posts.

(b) Intended Audience. This website is intended for adults only. This website is not intended for any children under the age of 18.

(c) Compliance with Laws. You agree to comply with all applicable laws regarding your use of the website. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

(d) Indemnification. You agree to indemnify, defend and hold MIssfrenchimmersion and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

(e) DMCA Notice. If you believe your work has been copied in a way that constitutes copyright infringement, please provide a notice containing all of the following information to our Copyright Agent:

- 1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 2. A description of the copyrighted work that you claim has been infringed;

- 3. A description of where the material that you claim is infringing is located on the Site; Your address, telephone number, and e-mail address;
- 4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- 5. and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

(f) All content (including but not limited to images, text, uploaded files, etc.) submitted to, uploaded, by members may be used in any way by Missfrenchimmersion. This includes but is not limited to forum posts, files, testimonials, etc.

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By e-mail: missfrenchimmersion@gmail.com