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Acceptance of Terms and Conditions

Welcome to LearnEnglish4.fun ("Website", "we", "us", or "our"). These Terms of Service ("Terms") govern your access to and use of our online courses, downloadable materials, and any other content or services provided through this Website.

By accessing or using our Website, you agree to be bound by these Terms. If you do not agree with any part of the Terms, you may not access the Website.

THESE TERMS AND CONDITIONS, TOGETHER WITH OUR PRIVACY POLICY AND ANY ADDITIONAL TERMS WHICH MIGHT BE INCLUDED IN OUR WEBSITE (COLLECTIVELY THE "**TERMS**") , SET FORTH AND SETTLE THE TERMS ACCORDING TO WHICH YOU MAY USE OUR WEBSITE. BY ACCESSING, BROWSING OT OTHERWISE USING OUR WEBSITE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS. THEREFORE, IT IS RECOMMENDED TO CAREFULLY READ THE TERMS, PRIOR TO ACCESSING, USING OR OTHERWISE INTERACTING WITH THIS WEBSITE.

Operator Information

This Website is operated by Deborah Kittel , registered in Israel as an **Osek Patur** (licensed small business), under Israeli law.

Contact: Deborah Kittel

Email: admin@learnenglish4.fun

Phone: 054-528-6674

2. Eligibility and Age Restriction

You represent and warrant that you are at least 18 years old and legally eligible to enter into these Terms, or, where applicable, you have all proper authorization to enter into these Terms. If you are under the age of 18 or you are not legally eligible, you are required not to make any use of the website and Services available therein unless these terms are accepted by a legal guardian who takes full responsibility to accept these terms, and directly supervise the usage of this website and its services.

3. Description of Services

We offer:

- Online English courses (recorded and/or live)
- Downloadable learning and teaching materials (PDFs, videos, audio files, etc.)

- Supplementary educational content via blog posts, quizzes, and more

We reserve the right to update, modify, or discontinue any part of the services at our discretion.

Our website provides general information and resources regarding our business, services and products, and any other content related thereto, and may include, inter alia, articles, blogs, audio, images, reports, graphics, logos, graphics, etc. (collectively the "Content").

In addition, the website provides you with communications means which you can use to contact us, for example, if you have any inquiry regarding our business, Services or products, or sign up to our newsletter and mailing list (if will be applicable).

Please note that the Content is provided solely as general information and it does not constitute, and should not be considered, as professional advice or a substitute for professional advice, nor any offer or obligation, opinion, or recommendation on behalf of us.

In addition, the description of our Services or products on the website are for general information and marketing purposes only and there may be discrepancies between such description and the actual service. In any event, only an official document on behalf of us or a designated agreement executed with us for the purpose of its Services, will bind us.

We make reasonable efforts to ensure that the Content is up to date and accurate; however, it does not guarantee that no errors, mistakes or inaccuracies will occur and will not be held responsible for this matter.

The use or reliance on the Content is at your sole responsibility and risk, and we hereby disclaims any responsibility or liability for any decision made, or action taken or not taken, based on the Content, which is offered to users as-is.

4. Intellectual Property

All content on this Website, including text, graphics, videos, and downloadable materials, is the property of LearnEnglish4.fun or its content suppliers and is protected under Israeli and international copyright laws.

You may not reproduce, distribute, or sell our content without written permission, except for personal educational use.

5. Payments and Refund Policy

- All payments are made in NIS (New Israeli Shekels) unless otherwise stated.

- We use secure third-party payment processors.
 - Due to the digital nature of our products, all sales are final and **non-refundable** unless stated otherwise in a specific course or product description.
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6. Payments

Payment by the Customer using a credit card is subject to the approval of the payment by the financial organization.

When purchasing a product in instalments, in accordance with the payment terms specified on the Website, the Customer will be charged by credit card (subject to the credit company's approval) by debiting their account once a month in fixed payments that already include any applicable interest. Additional amounts related to the purchase, if any, will be charged on the usual billing dates of the Customer's credit card, in accordance with the purchase terms.

the Services purchase is permitted for (i) any individual who are at least 18 years and/or entities represented by authorized personnel with the authority to bind them to contractual agreement; and (ii) holds a valid credit card issued by a recognized bank or other financial institutions which we support; and (ii) authorize us to charge your card for total amount of the purchase, including applicable taxes.

When performing any online operation, you will be required to enter complete and correct information required and requested by us or the system, including first name, last name, full address, I.D number, E-mail address and payment details.

Approval of the transaction by the credit card company issuing the card was used to make the online booking is a prerequisite for approval of any online operation. In the event that the transaction is not approved by the financial organization, the transaction will not be valid and the order will be void and canceled.

We will not be responsible for any error made by you while entering information for the purpose of an online purchase, including a customer's personal identification information. Notwithstanding the aforesaid, we reserve the right to cancel any such booking.

In rare cases possible mistakes in information about the Services on the website, including their prices. These mistakes are resulting from a human error or a typos. In these you will not be able to benefit of the error and he will be asked to purchase the service at the correct price. We may cancel or change any promotion at any time.

All prices displayed on the Company's Website include VAT. Prices do not include transportation, installation, or other applicable fees unless stated otherwise.

7. User Accounts

To access certain features, you may be required to create an account. You agree to:

- Provide accurate and complete information.
- Keep your password secure.
- Notify us immediately of any unauthorized use.

We reserve the right to suspend or terminate your account for violations of these Terms.

The Company provides English language lessons specifically young learners. Therefore, access and purchases on the Website involving minors must be conducted by, or under the direct supervision and consent of, a parent or legal guardian. By registering a child or allowing a minor to access the Website's content, the legal guardian expressly agrees to these Terms of Service and assumes full responsibility for the child's use of the Website.

8. Product Information and Pricing Errors

We make every effort to ensure that all information on our Website—including descriptions, prices, and availability—is accurate and up to date. However, **in rare cases, mistakes may occur** due to human error or typographical mistakes.

In such cases:

- We reserve the right to correct any errors, inaccuracies, or omissions.
- If a product or service was listed with incorrect information or pricing, **you will not be entitled to benefit from the error.**
- We will notify you of the correction, and you will have the option to purchase the product or service at the correct price or cancel your order.

9. Customer Acknowledgment and Waiver

Every user and/or person who makes a purchase on the Website (hereinafter: **"the Customer"**) declares—by the very act of using the Website and/or completing a purchase—that they have read, understood, and accepted these Terms of Service in full.

The Customer further agrees that:

- They, and/or anyone acting on their behalf, shall have **no claim or demand** against the Company, the Website operators, or anyone acting on their behalf, **except for claims directly related to a breach of the Company's obligations** as stated in these Terms.
- Use of the Website and **purchase** of products or services constitutes full acceptance of these Terms.

Use Restrictions

You hereby represent and warrant that you will not: (i) use the website and Content in unlawful, illegal, fraudulent or inappropriate manner; (ii) circumvent, disable or otherwise interfere with security-related features of the website; (iii) copy, reproduce, republish, upload, post (unless where specifically permitted by us), transmit, or otherwise distribute, the website, Content, or any part thereof, nor remove, deface, obscure, or alter the website or any Content therein including any copyright notices, trademarks, or other proprietary rights; (iv) use the website and Content for any non-personal or commercial purposes; (v) use the website and Content for benchmarking purposes; (vi) assert any proprietary rights in or to the Content or website; (vii) use our website to collect any information, including personal information, whether in electronic means or other means, through hacking or mining, including for the purposes of unauthorized mailing or using electronic means of penetration or any other means, including scripts; (viii) use our name, logo or trademarks without our prior written consent; and (ix) use the website and Content in breach of third parties' rights or our rights, including intellectual property rights and privacy rights, or in breach of these Terms.

Without derogating from any other right or remedy we shall be entitled to under these Terms or applicable law, in any event any suspicion by us that the user's use of the website does not comply with the provisions of these Terms or applicable law, we may track the user's use of the website, prevent the user from accessing the website, or disclose such information to third parties who will prove, at our sole determination, that they were harmed by the user's infringing activity as well as take any other action that we deem appropriate to protect its property, rights and third parties' rights.

Intellectual Property

The website and Content (excluding Third-Party Content) are owned or contributed to us, including, but not limited to, any design, trade names, trademarks, logos, images, software etc. Except as explicitly provided herein, no license, right, title, or interest to the Content shall be licensed to you, and we reserve any and all rights, title, and ownership of the website and Content. You shall not use our copyrights, trademarks, trade names, or other Intellectual Property in any way except to the limited extent as may be expressly agreed in these Terms. You may not remove or delete any intellectual property related notice or indications posted on the website.

Privacy Practices

We respect your privacy rights. Our Privacy Policy provides information regarding our data collection and processing practices related to this website's user, and is incorporated herein by reference.

Website Availability and Changes

We reserve the right to revise, update or make any changes to the website, Services and Content as well as to cease the operation of the website or any part thereof, including the Services offered therein, temporarily or permanently, at any time, according to its sole discretion and without prior notice. We do not guarantee that the website will operate or be available at any time, nor that no interruptions or errors will occur.

10. Promotions and Discounts

The Company's Website may offer products and services at **special promotions, limited-time offers, or discounted prices** from time to time.

Please note:

- **Not all promotions may apply to all customers.** Eligibility criteria or limitations may apply at the sole discretion of the Company.
- The Company **reserves the right to change, modify, or cancel** any promotion or discount **at any time**, without prior notice and at its sole discretion.
- No customer shall have any vested right in any promotion or discount unless explicitly stated in writing.

11. Order Placement and Payment Process

To ensure efficient and successful processing of orders, **the Customer must provide complete, accurate, and up-to-date personal and payment information.** Failure to do so may result in the inability to process or fulfill the order, and the Company shall not be held liable in such cases.

When placing an order:

- The Customer may choose between **paid delivery** or **self-pickup** at a designated location (as specified on the Website).
- At checkout, the Customer must provide valid **credit card details or another approved payment method** (e.g. PayPal), specify the number of payments (if applicable), and confirm the transaction.

- In some cases, especially for **high-value orders**, the Customer may be asked to provide an image of a valid **ID card** in accordance with credit company security guidelines.

Upon approval of the transaction by the credit card company or payment provider:

- A **confirmation message** will appear on the Customer's screen.
- Within 24 hours, the Company will verify the **availability of the products** in stock and proceed with the order.

If the payment is **not approved**, the transaction will be considered void, and the order will be automatically **cancelled** without any obligation on the part of the Company.

An order is considered **complete only after**:

- Approval has been received from the payment provider
- Confirmation of product availability has been provided

Approved orders will be assigned an **order status** within the Website's order management system.

By purchasing through the Website, the Customer acknowledges that they may be **included in the Company's customer list** and may receive **direct marketing communications** in accordance with applicable privacy laws (see Privacy Policy).

12. Right to Purchase

Any individual **over the age of 18**, acting on their own behalf or on behalf of a legal entity authorized to enter binding contracts, may purchase products and services offered on the Company's Website.

Approval of a purchase transaction is **conditional** upon the Customer having **legal capacity to enter binding agreements**. If the Customer is a minor (under the age of 18), or otherwise **not legally competent** to engage in a commercial transaction without the consent of a legal guardian, **the Company shall not be bound** by the transaction and may cancel it at its discretion.

13. Restricted Actions

The Company reserves the right to **block or restrict access** to the Website or to **prevent purchases** by a Customer in the following cases:

- The Customer has **violated any provision** of these Terms of Service.

- The Customer has provided **false or misleading information** during or after an order.
- The Customer has committed any **act or omission** that could harm the Company, its staff, owners, its digital infrastructure, or any third party acting on its behalf.

Providing false payment information constitutes a criminal offense and may result in **legal action and prosecution** under applicable law.

14. Warranties

Responsibility for the quality, durability, operation, and specifications of any product offered on the Website lies **solely with the warranty provider**, typically the manufacturer or distributor. The Company provides **no independent warranties** beyond what is offered by the official guarantor.

By making a purchase, the Customer acknowledges and agrees that:

- The above terms have been clearly brought to their attention.
- They will **not raise any claim or demand** against the Company, its staff, its operators, or any affiliated third party regarding product warranty, quality, or functionality.
- If applicable, a **warranty certificate** will be delivered to the Customer upon delivery of the product, in accordance with the guarantor's terms.

15. Delivery Policy

While most of the services currently offered on the Website are digital, **in the event that physical products are sold and shipped in the future**, the following delivery terms shall apply:

- Products will be delivered to the Customer by a **third-party shipping company**, within the estimated delivery time listed on the shipping company's website.
- The **Company is not liable** for delays caused by the shipping company or any third party.

Shipping Costs:

- Shipping fees are **separate from product prices** and will be charged as an additional cost.
- Fees may vary depending on the **destination, quantity, size, and weight** of the shipment.
- Additional charges may apply for **exceptional deliveries**, including those **outside of Israel** or requiring special handling.

Conditions and Limitations:

- The Company shall **not be held responsible** for delivery delays or failures due to **force majeure** or events beyond its control (e.g. natural disasters, national emergencies, lockdowns, strikes, etc.).
- The shipping company or the Company may require the **credit card holder to be present** upon delivery, or to **present valid identification** or **sign a delivery voucher** as a condition for release of the product.

The Company reserves the right to **update shipping and handling policies** at any time. The valid shipping rate will be clearly presented at checkout prior to completing the order.

16. Right to Change and/or Update Terms of Service

The Company reserves the right to change or update these Terms of Service at any time. Any purchase transaction is subject to the provisions of the terms in effect at the time of purchase.

Information presented on the Website regarding products not manufactured by the Company is provided by third-party manufacturers. The Company does not verify this information prior to publishing and shall not be liable for any inaccuracies, omissions, or errors in such content.

Product images on the Website are for illustration purposes only. Differences may exist between product images and actual items, and the Customer shall not have any claim as a result.

In the event of events or circumstances beyond the Company's control—including, but not limited to, significant changes in taxation (5% or more), delivery disruptions, strikes, or natural disasters—the Company may cancel an order and notify the Customer accordingly.

In cases of obvious or significant errors in product descriptions, prices, payment terms, or imagery, the Company reserves the right to cancel the transaction at any point up until product delivery.

If the Company determines that it cannot fulfill the order or ensure delivery to the Customer's location, it may cancel the purchase prior to shipping. Any payment already received will be refunded in full or the charge will be cancelled. The Customer will not be entitled to any additional compensation.

The display of products on the Website does not constitute an endorsement or warranty of their quality or characteristics.

Notifications to Customers may be made via SMS or email using the contact details provided during checkout. Such notices will be considered delivered within 7 days of being sent.

The Company does not guarantee uninterrupted or secure access to the Website, though reasonable efforts will be made to maintain functionality. Users shall not have any claim due to interruptions, delays, or data issues.

17. Miscellaneous

17.1. Guardian Responsibility

This website provides English language learning content intended for a broad audience, including both adults and children. Some material may be more appropriate for older learners and may not be suitable for younger users without supervision. It is the sole responsibility of the parent or legal guardian to supervise, monitor, and approve the child's use of the site, including the selection, access, and purchase of any courses, lessons, or content.

17.2. Content Suitability and Purchasing

We make efforts to provide age-appropriate content, but we do not guarantee that all material will be suitable for all ages. Guardians are expected to review all offerings prior to purchase and ensure that any content accessed by a minor is age-appropriate. We disclaim any liability for exposure to content deemed unsuitable for minors when accessed without proper oversight.

17.3. No Liability for Unauthorized Use by Minors

We do not knowingly collect personal information from children without guardian consent. If a child accesses the site or purchases content without appropriate supervision, we are not responsible for any outcomes resulting from such unauthorized use.

17.4. Changes and Severability

We reserve the right to update or modify these Terms at any time without prior notice. Continued use of the site after such changes constitutes acceptance. If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect.

17.5. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which the website operator is based, without regard to conflict of law principles.

18. Privacy and Data Security

The Company endeavours to protect Customer privacy and personal information.

Sensitive payment information such as account numbers and credit card details are not stored by the Company and are transmitted directly to the payment gateway provider.

The Company complies with all applicable laws, including the Israeli Consumer Protection Law 5741-1981 and Amendment No. 40 to the Communications Law (Bezeq and Broadcasting) 5742-1982.

Without derogating from the above, the Company may collect and store non-sensitive data related to Website usage to improve service and functionality.

Providing personal information is optional, but necessary to complete a purchase on the Website.

Website Availability and Changes

We reserve the right to revise, update or make any changes to the website, Services and Content as well as to cease the operation of the website or any part thereof, including the Services offered therein, temporarily or permanently, at any time, according to its sole discretion and without prior notice. We do not guarantee that the website will operate or be available at any time, nor that no interruptions or errors will occur.

Disclaimer and Limitation of Liability

EXCEPT AS EXPLICITLY PROVIDED HEREIN, THE WEBSITE, SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, AND MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND, RELATED TO THE WEBSITE AND SERVICES AND CONTENT, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SUCH AS THE SUCCESS OF OUR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTIES THAT THE WEBSITE AND SERVICES AND CONTENT ARE OR WILL BE AVAILABLE FOR USE IN ANY PARTICULAR LOCATION OR AT A SPECIFIC TIME, THAT THE WEBSITE WILL BE SECURED, UNINTERRUPTED OR ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, NOR THAT CONTENT WILL BE ACCURATE OR RELIABLE. ALSO WE MAKE NO REPRESENTATION OR WARRANTIES THAT THE SERVICES RENDERED HEREIN WILL ACCHIEVE INDIVIDUALS' OR GROUPS' GOALS. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE WEBSITE OR SERVICES OR CONTENT NOR DO WE ASSUME ANY RESPONSIBILITY FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, INDIRECT,

CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OF THE WEBSITE AND SERVICES AND CONTENT, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to defend, indemnify and hold us harmless and our respective officers, directors, employees, and agents from any third-party claims, damages, liabilities, and expenses (including reasonable attorney's fees) arising from your use of the website, Services or Content that does not comply with these Terms or made in breach of any applicable law.

Jurisdiction and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Israel. You hereby agree to resolve any dispute you have exclusively with the competent court in Tel-Aviv, Israel.

Miscellaneous

Entire Agreement - these Terms constitutes the entire understanding between the parties relating to the subject matter herein.

Assignment - these Terms and any right granted herein shall not be assigned by you without our prior written consent. We may assign our rights and obligations set forth herein at any time, at its sole discretion.

Severability – should one or more of the provisions of these Terms be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired by such determination and will remain in full force and effect, and the provision affected will be construed to be enforceable to the maximum extent permissible by law.

Waiver - without derogating from the above, any delay or omission by either party to exercise any right under these Terms shall not be construed to be a waiver of such right. A waiver by either party of any of the performance provisions of these Terms shall not be construed to be a waiver of any succeeding performance or breach.

Contact Us

If you have any questions about this website or these Terms, you may contact us, as follows:

- Through the digital contact forms available on the website;
- By email: youremail@gmail.com;
- By phone [+972 54-555-55-55](tel:+972545555555).