

## **Terms and Conditions for EWA: Learn English, Spanish, French online**

Terms and Conditions

Last updated: May 03, 2023

Please read these terms and conditions carefully before using Our Service.

### **1. Interpretation and Definitions**

#### **Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### **Definitions**

For the purposes of these Terms and Conditions:

- Country refers to: Singapore
- EWA (referred to as either "the Company", "We", "Us" or "Our" , "EWA" in this Agreement) refers to Lithium Lab Pte Ltd, 1 George Street #10-01, Singapore.
- Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- Service refers to the Website.
- Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- Website refers to <https://appewa.com/>
- User profile means a unique account created for You to access our Service or parts of our Service
- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

### **2. Acknowledgment**

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

### **3. Free trial, limited access or paid premium subscription**

EWA grants you access to its courses, books, and games which is offered as a paid premium subscription. Current subscription fees are listed on our website and in the moment of order placement. Payment for premium subscriptions must be made using one of the payment methods available on the website. You agree to pay all subscription fees associated with your premium account.

EWA may grant you the option to free trial or limited access subscription with limited functionality to access a selection of lessons, books, and games for free. Trial Use Period stated in the process of Order placement. Subject to the terms and conditions of the Order, Trial Use of subscription shall automatically convert to Paid premium subscription upon the expiration of the stated Trial Use period.

EWA may, in its sole discretion, implement new versions and upgrades of the Paid Premium Subscription including, but not limited to, changes that affect the design, operation, content, features and other functions of the Paid Premium Subscription, at any time, in particular to the extent that such changes that are necessary to maintain the compliance of the services with applicable law or changes that are necessary for technical, business or legal purposes.

EWA may downgrade, limit or otherwise modify the services provided for free trial or limited access subscription at any time without notice. EWA shall have no obligations with regard to any warranty, guarantee, indemnity, maintenance or support pertaining to free trial or limited access subscription, nor does EWA make any guarantee of availability or uptime. EWA may revoke or terminate any free trial or limited access subscription at any time without giving prior notice to you.

#### **4. User Profile**

In order to use the Services, provided by subscription, you must create a User profile, which requires accepting these Terms, providing certain personal details, and either setting a password of your choice in a registration form provided by EWA online or, if offered by EWA in its sole discretion, by using an existing account with a third-party service provider (such as e.g., Google, Facebook). After registering, you will receive a confirmation email from EWA about creation of User Profile. By creating a User Profile, you entitle you to use the free limited subscription service provided by EWA.

If you wish to access the paid premium subscription or free trial subscription, you may place an Order with EWA through your User Profile. By placing an Order, you make a binding offer to conclude an Order. The order process usually includes the following steps: choosing an option of subscription, verifying the choice, inserting relevant data, selecting the method of payment, reading and accepting any additional applicable terms and conditions, agreeing to these Terms, and submitting a binding Order by clicking an order button and/or checking the box to proceed. Your offer shall not be binding on EWA until EWA confirms acceptance of your offer via email ("**Order Confirmation**"). The Order Confirmation will also include detailed information regarding your Order and an order number.

We may terminate or suspend Your User Profile immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your User Profile, You may do it by log in to your user profile management section.

#### **5. Automatical renewal**

You agree to permit EWA to automatically renew your subscription by charging a valid credit card number which you have provided. Renewal could be made through the source, initially used to sign up the subscription (Appewa.com, Apple App Store or Google Play Store). By providing a payment information, You are authorizing us to charge your card information for the subscription fees that you sign up for.

Your subscription will be automatically renewed on the day equivalent to the subscription start date at the price and conditions specified at the time of the subscription start. You agree to provide the EWA the current, complete and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete, and accurate (such as, but not limited to a change in billing address, credit card number, or credit card expiration date), and you must promptly notify if your credit card is cancelled (such as, but not limited to for loss or theft). If you fail to provide any

of the foregoing information, you agree that EWA may continue charging you for any subscription automatically renewed unless you inform not to renew your subscription prior to the expiration of your subscription and informing of your desire not to have such subscription automatically renewed (please see additional details of cancelation at “refund and cancelation policy” of this agreement). This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein.

By providing us with a card information, you represent and warrant that you are authorized to use such payment method and it will be billed on the day that you sign up for EWA, regardless of whether you have fully configured EWA as of that date.

## **6. Refunds and Cancellations**

**Refund policy.** We offer a 14-day money-back guarantee for new premium subscribers who are not satisfied with our services. You may request a refund within 14 days from your subscription start date. After 14 days, no refunds will be granted. To cancel your premium subscription and get refund, please contact our customer service team at [support@appewa.com](mailto:support@appewa.com).

**Cancellation Policy.** If you do not want your subscription to renew automatically, or if you want to terminate your subscription, follow the instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the Application from your device:

If you subscribed, using our website ([appewa.com](http://appewa.com)), you must log in to your user profile on [appewa.com](http://appewa.com) > go to Subscription management section> select Cancel subscription. You can also request assistance at [support@appewa.com](mailto:support@appewa.com).

If you subscribed using your Apple ID, cancellation is handled by Apple, not EWA. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your EWA subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com>.

Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your EWA subscription and follow the instructions to cancel. You can also request assistance at <https://play.google.com>.

If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

## **7. Intellectual Property**

All content on our Website, including but not limited to text, graphics, logos, images, and software, is the property of EWA (Lithium Lab Ltd.) or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not reproduce, modify, distribute, or sell any content from our website without our prior written consent.

## **8. User Conduct**

You agree to use the Website only for lawful purposes and in a manner consistent with these Terms. You agree not to use the website to:

- Harass, threaten, or intimidate others;
- Transmit any content that is unlawful, harmful, or objectionable;
- Impersonate any person or entity or falsely represent your affiliation with any person or entity;
- Use any automated means, including but not limited to bots, spiders, or scrapers, to access website or collect information from our website;
- Engage in any activity that could damage, disable, overburden, or impair our website or interfere with any other party's use and enjoyment of the website.

## **9. Limitation of Liability**

EWA is not responsible for any direct, indirect, incidental, special, or consequential damages arising from your use of the Website or any services offered by the Company. We make no representations or warranties regarding the accuracy, completeness, or reliability of any content on the website. We reserve the right to modify, suspend, or discontinue any aspect of the website service at any time without notice.

## **10. Indemnification**

You agree to indemnify, defend, and hold EWA, its officers, directors, employees, agents, and affiliates harmless from any claims, losses, damages, liabilities, and expenses, including reasonable attorneys' fees, arising out of your use of the Website service or your violation of these Terms.

## **11. Governing Law and Jurisdiction**

These Terms are governed by and construed in accordance with the laws of Singapore. Any dispute arising from or related to these Terms shall be resolved in the courts of Singapore.

## **12. Changes to These Terms**

We reserve the right to change these Terms at any time without notice. Your continued use of the Website after any changes to these Terms will constitute your acceptance of the new Terms.

Thank you for using the Website. If you have any questions or concerns about these terms, please contact our customer service team at [support@appewa.com](mailto:support@appewa.com).