Terms & conditions

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We welcome you to the service, provided by Summit Collective S.L., hereafter referred to as "Provider", located at Avenida Diagonal 536, 08006 Barcelona, Spain Company Registration Number: B21663216 and share capital: € 3.000. By using our services, you acknowledge and accept fully and without reservation the terms and conditions outlined in this document. You represent and warrant that you possess the legal capacity to enter into this binding agreement. Under applicable electronic commerce laws, including the U.S. E-SIGN Act for US residents and the Spanish Law 34/2002 (LSSI-CE), you consent to enter into agreements electronically. Your use of the Service, registration, or click-to-accept action constitutes your electronic signature and binding agreement to all terms herein. We are at your disposal to answer any questions you may have. Please do not hesitate to contact our customer service team by email info@benative.pro or by phone at 900820824

Legal framework

To the maximum extent permitted by applicable law, these Terms and Conditions shall be governed by and construed in accordance with the laws of Spain, expressly excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). For users residing within the European Economic Area, consumer protection regulations and mandatory statutory rights of their country of residence shall remain unaffected. In case of disputes arising in connection with the platform, service use, or card and digital wallet transactions, the competent courts shall be those of the city of Barcelona, Spain. Both user and Provider agree to submit to the exclusive jurisdiction of such courts, except where mandatory applicable consumer legislation establishes otherwise. This provision will remain effective after your right to use this service ends.

FOR US RESIDENTS ONLY - MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER: Any controversy, dispute, or claim arising out of or relating to this Agreement, the service, or the marketing thereof, should first be submitted to our customer service department with a view to reaching an amicable resolution. If the dispute cannot be resolved amicably within thirty (30) days, it shall be resolved exclusively through **binding arbitration** administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The Federal Arbitration Act (FAA) governs this arbitration agreement. The arbitration shall be conducted virtually by mutual agreement or online. **YOU AGREE THAT CLAIMS MUST BE BROUGHT ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. YOU ALSO WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY.** To prevent the abuse of mass arbitration filings, if twenty-five (25) or more similar arbitration demands are filed against the Provider by the same counsel or coordinated group, the AAA Mass Arbitration Supplementary Rules shall apply, and claims will be batched in groups of up to ten (10) claims per individual arbitration proceeding to ensure administrative efficiency. If this arbitration agreement or any portion thereof is determined to be unenforceable with respect to a particular claim, or for any judicial enforcement of an arbitration award, both parties explicitly agree that any such legal proceedings shall be resolved exclusively by the competent courts located in the city of Barcelona, Spain.

In case of conflict, these terms and conditions will prevail over any other provision of the agreement. Unless otherwise specified, no modifications to this agreement may be made unless made in writing and published by the Provider or signed by an authorized representative of the Provider.

The failure of the Provider to act in the event of a breach, whether by you or others, will not constitute a waiver of any subsequent or similar breaches, nor shall it limit the Provider's rights regarding future actions.

The section headings in these Terms and Conditions are provided for convenience only and have no legal, interpretive, or contractual effect.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial, administrative, or arbitration proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records created and maintained in printed form.

The Provider's electronic records, including account registration data, login records, payment records, transaction logs, electronic consents, IP address logs, device information, and other system-generated records maintained in the ordinary course of business, shall constitute prima facie evidence of the existence, content, and performance of transactions and communications relating to the Service, to the maximum extent permitted by applicable law, and shall be deemed conclusive in the absence of manifest administrative error.

Digital language learning platform

Service is an online web platform for learning languages where your effort and dedication, together with the learning resources and educational methodology provided through the Service, are designed to help you improve your language skills. To facilitate immersive learning, you will find interactive activities that will help you to quickly improve your comprehension, pronunciation and your way of communicating. The platform provides a Software-as-a-Service (SaaS) educational tool and does not guarantee specific linguistic proficiency, employment results, or official academic degrees unless expressly stated.

By using the Portal and/or the Service, you accept the current terms and conditions in their entirety. You acknowledge that these terms constitute a legally binding agreement between you and Summit Collective S.L. If you do not wish to be bound by these terms, we suggest that you immediately stop using the Portal and/or Service.

Current Agreement

It is important to note that no contract or agreement is formed until the Provider explicitly agrees to provide our services to you or processes your activation. We reserve the right, at our sole discretion and to the maximum extent permitted by applicable law, to refuse any request to access or use the Services for any lawful reason. No joint venture, partnership, employment, or agency relationship exists between you and the Provider as a result of this agreement or your use of the site or the service.

By signing in, registering, or using our services, you agree to the terms and conditions below.

You acknowledge that your decision to subscribe has not relied upon any statement, representation, promise, expectation, or warranty not expressly set out in these Terms or in mandatory information provided before purchase.

To use our services, you must be at least 18 years old (or the legal age of majority in your jurisdiction) and possess the legal capacity to enter into a binding contract. If you are under the age of majority, you may only use the services under the direct supervision and explicit consent of a

parent or legal guardian who agrees to be bound by these Terms. To utilize the platform, you must create an account, for which you will be asked to provide certain accurate personal information, such as your email address, your full name, and payment billing details. You are responsible for maintaining the confidentiality and security of your account credentials. The credentials and data stored are processed for the purposes of providing the Service, administering billing, maintaining security, complying with legal obligations, improving the Service, and any other purposes described in our Privacy Policy. Data processing for analytics or service improvements is conducted under strict confidentiality standards.

By providing your information and registering, you expressly consent that we may send operational and commercial communications to your email address. Such communications may include customer service-related information, transaction confirmations, newsletters, product offerings, updates, or other relevant topics. You retain the right to opt-out of marketing emails at any time through the unsubscribe link provided in such communications.

You understand and agree that, without prior individual notice, Provider reserves the right to modify, amend, or update the Terms and Conditions of this Agreement at any time to reflect legal, regulatory, or operational changes. Such modifications shall become effective upon their publication on the Website or on the date indicated in the updated version. For material changes that adversely affect existing subscriptions, and where mandatory applicable law requires, prior notice will be provided. Continued use of the Service after the effective date constitutes irrevocable acceptance of the updated Terms. By choosing to use our site and/or our services after a modification has been posted or notified to you, you will be deemed to accept the modified or amended agreement. If you do not agree with the modifications made, you must stop using our site and our services.

In case any provision of this agreement is deemed invalid, void, or unenforceable by a competent authority or arbitrator, including the disclaimers of liability and limitations of warranties set forth herein, such provision will be severed or mitigated to the minimum extent necessary, and the remaining provisions will apply in full force and effect.

The User may not assign, transfer, sublicense, or otherwise dispose of any rights or obligations under these Terms without the Provider's prior written consent. The Provider may assign or transfer this Agreement, in whole or in part, in connection with a merger, acquisition, corporate reorganization, sale of assets, or by operation of law, provided that such transfer does not reduce any mandatory consumer rights under applicable law.

We appreciate your confidence in our services.

License of use

As a user, you are granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our Services and Content solely for your personal, private, non-commercial educational purposes during your active subscription and strictly subject to these Terms and Conditions.

User accounts, subscriptions, login credentials, and access rights are personal to the registered User and may not be sold, transferred, assigned, sublicensed, rented, shared for commercial purposes, or otherwise made available to third parties without the Provider's prior express written authorization. Concurrent logins from distinct geographical networks or devices may trigger automated account suspension for security purposes.

We reserve the right, at our sole discretion and to the maximum extent permitted by applicable law,

to modify, update, improve, replace, suspend, or discontinue any non-essential features, functionalities, layout, or operational aspects of the Service without prior notice. Where a modification materially affects the core characteristics of an active subscription and applicable law requires prior notice or grants specific consumer rights, such mandatory provisions shall apply. We are always working to improve our service and will make necessary adjustments, which may not be fully or immediately reflected in these Terms of Use.

The Provider is under no obligation to maintain previous versions of the Service, legacy functionalities, deprecated features, historical interfaces, or discontinued technical implementations after updates, replacements, or improvements have been deployed.

The Provider may introduce, modify, or strengthen authentication procedures, account security requirements, fraud prevention measures, technical protection mechanisms, or access controls where reasonably necessary to protect the Service, its users, or its infrastructure. Such measures may include additional verification requirements without giving rise to compensation.

The Provider may also migrate, replace, update, or modify its hosting infrastructure, servers, payment processors, content delivery networks, cloud providers, security systems, or other technical components where reasonably necessary, provided that the essential nature of the Service is not materially reduced except where permitted by applicable law.

Regarding the content, you have permission to access and use the content only for your personal, non-commercial use, according to the terms and conditions set forth. It is strictly prohibited to circumvent, interfere with, copy, download, scrape, decompile, reverse engineer, or bypass any copyright, trademark, or other proprietary notices included in the content, as well as any technical control measures related to digital rights management (DRM) or access control. You may not make commercial or profitable use of the content included in the service nor are you authorized to assign, sub-license, or transfer any rights or obligations under this agreement. This restriction covers all content elements, such as text, graphics, design, software, code, logos, photos, audio and video materials, and photographs. In addition, the creation of derivative works or products based on the content, such as montages, mash-ups, or similar videos, wallpapers, desktop themes, greeting cards, and merchandise, is strictly prohibited unless you have our express prior written permission. This prohibition persists even if the derivative products are offered free of charge.

You may not use any part of the Service or its Content, whether directly or indirectly, to train, fine-tune, evaluate, develop, or improve artificial intelligence systems, machine learning models, large language models (LLMs), datasets, or similar technologies without the Provider's prior express written authorization.

To the fullest extent permitted by applicable law, the Provider expressly reserves all rights in relation to text and data mining (TDM), automated extraction, indexing, crawling, and similar technologies under Article 4 of the EU Digital Single Market Copyright Directive and equivalent international legal doctrines, except where mandatory law provides otherwise.

Any automated access to the Service, including through scripts, robots, crawlers, APIs (whether authorized or unauthorized), browser automation tools, or similar technologies intended to collect, extract, reproduce, monitor, or index Content beyond ordinary human use is strictly prohibited unless expressly authorized in writing by the Provider.

The Service is intended for normal individual educational use. The Provider reserves the right to implement reasonable technical limitations, rate limits, bandwidth controls, session limits, or other measures where reasonably necessary to prevent excessive consumption of system resources,

abusive usage patterns, automated activity, or conduct that may adversely affect the stability, availability, security, or performance of the Service for other users.

Regarding the availability of content, please note that it may vary over time and from country to country due to licensing, intellectual property agreements, or technical limitations. The quality, resolution, and speed of access to the content may be affected by several external factors, such as your geographic location, available bandwidth, device compatibility, and Internet connection speed. We cannot guarantee an uncorrupted or identical quality of the viewing experience on every screen or browser. The Provider does not guarantee continued compatibility with every browser, operating system, device, or third-party technology following future updates made by their respective manufacturers or developers.

Temporary interruptions, reduced performance, or limited availability may occur due to maintenance, software updates, security measures, telecommunications failures, third-party service providers, Internet congestion, force majeure events, or other circumstances beyond the Provider's reasonable control.

Finally, please be advised that the display of content through our service is only available in the geographic areas where we offer our service and have obtained the appropriate licenses or technical deployment capabilities for the content. We use technology, including IP verification and other reasonable technical measures, to determine your approximate geographic location solely for the purposes of enforcing territorial availability restrictions and protecting our legitimate interests, as further described in our Privacy Policy.

Educational content, lessons, exercises, learning paths, artificial intelligence tools, methodologies, and educational resources may be updated, modified, replaced, expanded, or discontinued from time to time as part of the normal evolution of the Service.

Customer service

To access and use our support and customer care services, you need to have a device that meets the minimum technical requirements of the site, such as a stable high-speed Internet connection and an up-to-date modern web browser.

During the period in which you hold an active account, you will be supported by our customer service. This service includes reasonable technical assistance relating to access to and use of the Service and reasonable efforts to resolve technical issues affecting its normal operation. Customer support does not include language tutoring, personalized educational services, homework assistance, translation services, or guaranteed response times unless expressly included in your subscription plan. While our system infrastructure receives technical monitoring continuously, customer service support communications are processed via email and electronic means. Provider will exert reasonable efforts to address tickets diligently, but does not guarantee immediate, real-time, or uninterrupted 24/7 availability of human agents. We may provide these support services to you in a variety of ways, including e-mail communication. Please note that you are solely responsible for purchasing additional equipment or services from third parties (such as ISP fees) to take full advantage of our platform. We are not obligated to offer any other assistance, support, maintenance, or other services, or to provide assistance in other formats, such as in-person visits or custom integrations. If we decide at our discretion to offer additional temporary services, they will be subject to the terms and conditions outlined in this document. Technical support is provided strictly as an accessory convenience, and any delay or technical inability to resolve a ticket shall not constitute a material breach of this Agreement.

The Provider reserves the right to limit, defer, or refuse customer support communications that are repetitive, abusive, threatening, fraudulent, automated, manifestly excessive, or unrelated to the proper use of the Service, without affecting any mandatory consumer rights under applicable law.

If you have any questions or concerns, we invite you to contact our customer service team at info@benative.pro.

If you voluntarily submit comments, ideas, suggestions, proposals, feature requests, reviews, or other feedback regarding the Service, you grant the Provider a perpetual, worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, implement, and otherwise exploit such feedback for any lawful business purpose without compensation or acknowledgment, unless prohibited by applicable law.

How does the payment work?

Fees and Subscription Plans. We offer various subscription plans with different features and price levels to suit your needs. The applicable fees will be those explicitly shown on our website at the time of purchase. We reserve the right to modify, update, replace, suspend, or discontinue subscription plans, features, and pricing from time to time. Such changes shall apply to new subscriptions immediately and to existing subscriptions only as expressly provided in these Terms and subject to any mandatory notice requirements under applicable law. Any price changes for an active subscription will be notified to you in advance via email, giving you the opportunity to cancel your subscription before the new charge takes effect. If you do not cancel before the effective date, the new price will apply to the next renewal billing cycle.

The Provider reserves the right to correct any typographical errors, pricing inaccuracies, technical mistakes, or obvious publication errors appearing on the Website. Where an obvious error has materially affected an order or subscription, the Provider may cancel or correct the affected transaction in accordance with applicable law and will notify the User where required.

Billing Cycle and Renewal. Upon subscribing, the Provider may offer a free trial period or promotional entry terms. If you choose to cancel during this trial period following the instructions outlined herein, no subscription fee will be charged, applying only a temporary card/account verification hold if necessary. Otherwise, upon expiration of the trial period, your account will automatically upgrade to the selected plan, charging the corresponding recurring fee at the start of each period on a recurring basis. The subscription will renew automatically for successive equal periods unless you choose to cancel it prior to the renewal date. Please note that billing dates may vary due to bank processing schedules, payment network processing times, authorization delays, weekends, public holidays, time zone differences, payment method configuration, or other circumstances beyond the Provider's reasonable control. Charges will appear on your statement as: benative.pro.

Free trials, introductory offers, promotional pricing, and similar benefits are limited to the conditions expressly communicated by the Provider. The Provider reserves the right to deny, suspend, or revoke promotional eligibility where it reasonably determines that multiple accounts, payment methods, identities, devices, or other mechanisms have been used to circumvent such limitations or abuse promotional offers.

Payment Methods and Security. Payment can be executed by valid credit or debit cards, as well as through mobile and digital wallet platforms supported on our web interface, specifically Apple Pay and Google Pay. By submitting the payment form with your card details or executing the transaction via Apple Pay / Google Pay and providing your email, you confirm that you are the lawful holder of

the payment instrument, that you are using legitimate funds, and you explicitly authorize the transmission of your data to our secure integrated payment gateway provider (certified under the PCI DSS standard). You expressly grant your authorization for recurring subscription charges (Merchant-Initiated Transactions / Credential-on-File frameworks) and any payment authorizations, reauthorizations, or payment reattempts reasonably required to process or collect previously authorized subscription fees in accordance with these Terms, applicable law, and international card network rules (Visa and Mastercard Core Rules). If you choose to pay via Apple Pay, Google Pay, or other third-party wallets, your transaction is also subject to the terms and conditions of those external platforms; the Provider is explicitly not responsible for technical failures, connectivity issues, biometric authentication errors (e.g., FaceID/TouchID glitches), token expirations, or processing errors caused by these third-party intermediaries or their respective network updates. Your card issuer or digital wallet provider may apply additional fees for international transactions, cross-border handling, or currency exchange; we recommend consulting your bank regarding these external charges. The prices shown include VAT and other applicable statutory taxes based on merchant jurisdiction. The Provider may add, replace, suspend, or discontinue supported payment methods, payment gateways, digital wallet providers, or payment processors where reasonably necessary for operational, legal, security, technical, or commercial reasons. Unless expressly stated otherwise, the User remains solely responsible for any taxes, bank fees, currency conversion costs, exchange rate differences, or similar charges imposed by third parties that are not collected directly by the Provider. The Provider shall not be responsible for delays, refusals, declines, interruptions, reversals, or other processing decisions taken independently by payment processors, acquiring banks, issuing banks, card networks, digital wallet providers, or other third-party financial service providers.

Verification and Authorizations. To ensure transaction security and mitigate fraudulent practices, we or our payment processor may apply a temporary pre-authorization verification fee or hold on your credit/debit card or digital wallet, ranging from 0.00 $ to 4.00 $. This temporary authorization is not a completed purchase transaction, does not constitute a final charge, and will normally be released automatically by your financial institution in accordance with its own procedures and timelines. Additionally, we reserve the right to perform periodic payment authorizations on your selected payment method in anticipation of future installments to ensure service continuity and active status validation. **You explicitly acknowledge and agree that your financial institution may independently assess a separate, non-refundable verification charge or processing fee (such as $ 0.01). The Service does not collect, control, or receive these funds, and expressly disclaims all liability for any such third-party bank fees.**

Where reasonably necessary for fraud prevention, payment verification, legal compliance, or account security, the Provider may request additional information or documentation to verify the identity of the User, the legitimacy of a payment method, or the authorization of a transaction. Failure to provide reasonably requested information may result in suspension or refusal of the affected transaction or subscription until the verification process has been completed.

The Provider and its payment service providers may use automated fraud detection, transaction risk analysis, identity verification, and security monitoring systems to protect the Service, users, and payment infrastructure. Transactions identified as presenting an elevated fraud risk may be delayed, suspended, declined, or subject to additional verification procedures.

The Provider may use automated and manual fraud detection, payment verification, and risk assessment systems to identify unauthorized transactions, reduce payment risks, comply with legal obligations, and protect the integrity of the Service.

Modifications and Contact. Once registered, you will receive a transactional confirmation email with

the service details: service name, price, login credentials, subscription duration, and a link to manage your subscription. To request updates to your payment method, manage billing errors, or if you need assistance, contact us at info@benative.pro. Access to Premium services and content delivery may be immediately suspended or revoked in the event of a payment rejection, chargeback, or insufficient funds until the situation is fully resolved. The User remains responsible for all outstanding subscription fees and any applicable taxes validly incurred prior to cancellation or termination. Where permitted by applicable law, the Provider may make reasonable attempts to collect outstanding authorized amounts and may recover any bank charges, payment processing costs, chargeback fees, collection costs, or administrative expenses arising directly from failed payments or unjustified payment disputes. You are solely responsible for any charges related to your Internet access. We reserve the right to offer promotional refunds or discounts at our sole discretion, without this implying any obligation to maintain them, match them, or apply them to other users in the future.

The Provider reserves the right to correct administrative, billing, subscription, activation, pricing, or technical errors affecting user accounts where reasonably necessary. Any correction shall be carried out in good faith and, where required by applicable law, the affected User shall be informed without undue delay.

How does cancellation of service work?

You have the option to cancel your subscription at any time. We want to ensure a hassle-free experience, so we give you the flexibility to access the service until the end of your current paid billing period. Following these simple steps will cancel your account renewal:

Enter the service site.

Look for the option "Cancellation" and click on it. Then click on Cancel Subscription. In the unsubscribe web page that opens, enter the e-mail address you used to register and select "I want to unsubscribe". After accepting the Captcha and clicking "Send" the subscription renewal will be automatically cancelled.

If you prefer you can go directly to the unsubscribe web portal at https://support.benative.pro/en

If the user prefers, he can also contact our customer service team by sending an explicit written cancellation email to info@benative.pro. **If you choose to cancel via email, your written cancellation request must be received at least forty-eight (48) hours before the scheduled renewal to facilitate timely manual processing during business hours. Requests received later will still be processed as promptly as reasonably practicable, although we cannot guarantee cancellation before an imminent automated renewal charge occurs.**

Please note that you must execute the cancellation of your subscription before the renewal date of each period to avoid additional automated charges. If you do not cancel in time, your subscription will be automatically renewed and charged for the next period.

When deciding to cancel your subscription, please note that such cancellation will be applied as a non-renewal at the end of your current subscription period. This implies that you will maintain full access to the service for the remainder of the already paid period, but refunds for partial or unused portions of a billing cycle are not feasible.

Regarding fraud and unauthorized use, we are dedicated to ensuring your security and protection against fraud. If you detect any charges to your account that you do not recognize, have not

authorized, or are unrelated to your actions, you must contact our customer service team immediately via info@benative.pro. We will launch an internal security investigation. If fraudulent activity by an unauthorized third party is conclusively verified by our security systems, and subject to the user providing any required validation or documentation (such as an official bank incident report, police report, fraud claim documentation, or any other reasonable evidence requested to verify the unauthorized transaction), we may issue an administrative refund at our discretion. Unauthorized chargebacks initiated through your bank without contacting us first constitute a material breach of this contract and may result in immediate permanent account termination, loss of progress data, and the exercise of any legal rights and remedies available under applicable law, including collection actions for outstanding debts. The submission of a chargeback or payment dispute shall not automatically extinguish any valid payment obligation. The Provider reserves the right to submit evidence to the relevant payment processor or financial institution to contest unjustified disputes and may suspend access to the Service while the dispute remains pending.

Refunds and Right of Withdrawal: Except as explicitly provided under our fraud policy or applicable mandatory consumer protection laws, payments made are strictly non-refundable and refunds are not allowed, either for partial subscription periods or for content not viewed. Refunds approved for Apple Pay, Google Pay, or other supported digital wallets will be returned to the original payment method; actual crediting times depend exclusively on the external payment platform and your issuing bank, and the Provider explicitly disclaims responsibility for third-party delays. **EUROPEAN UNION USERS NOTICE - EXPLICIT WAIVER OF THE RIGHT OF WITHDRAWAL:** By purchasing this digital service, subscribing to our e-learning plans, and requesting immediate access to the digital content, you acknowledge that you are providing your prior explicit consent to begin the performance of the service immediately and you explicitly acknowledge that you lose your statutory 14-day right of withdrawal (Derecho de Desistimiento) pursuant to Article 16(m) of the EU Consumer Rights Directive (2011/83/EU) and Article 103.m of the Spanish General Consumer and User Protection Law (LGDCU). In exceptional situations and at our absolute discretion, we may consider offering refunds, discounts, or other compensation. However, the decision to grant them, as well as the form and amount involved, will be subject strictly to our evaluation and does not establish a binding precedent.

By proceeding with the cancellation, you understand and acknowledge that following the expiration of your paid period, we will not assume any further obligation to provide access to the site or the services. Accordingly, all licenses and rights conferred under these Terms and Conditions will cease immediately. This implies that no content, material, progress history, score, or information that has been submitted or linked to your account will be accessible. In addition, the Provider shall not be obligated to maintain any information stored in our database relating to your inactive account or to provide copies of such information to you or any third party, subject to data retention periods required under applicable tax, legal, and privacy legislation.

Please note that any suspension, termination, expiration, or cancellation will not affect your accrued responsibilities and liabilities to the Provider under the current Terms and Conditions. This includes but is not limited to, intellectual property ownership, indemnification provisions, dispute resolution clauses, and limitations of liability, which will remain in full force and effect even after termination.

Responsibilities of the users

At service, you are expected to use our services in a proper, lawful, and non-commercial way. As a user, it is incumbent upon you to comply with the following terms and restrictions to ensure a safe and respectful experience for all:

You must use the Provider Services and the Content with due regard to the rights of third parties,

such as trademarks, trade secrets, patents, copyrights, privacy, publicity, data protection rights, and other proprietary rights. You have no rights as a beneficiary of the obligations of the Provider to any third party and no other person is a beneficiary of the obligations of the Provider to you.

The user must not access the site or use the services of the Provider in unauthorized ways, including the use of technology, software, automated scripts, tools, or means to index, scrape, access, link or frame the services, platform, or database of the Provider without the prior explicit written authorization of the same. In addition, you must avoid disabling, removing, circumventing, cracking, or bypassing content protection, digital rights management (DRM), or access control mechanisms created to prevent unauthorized transmission, downloading, linking, distribution, framing, reproduction, or access of the Provider Services.

The user agrees to indemnify, defend, and hold harmless the Provider, its owners, parent companies, subsidiaries, affiliates, officers, directors, employees, agents, and licensors, harmless from and against any claim, demand, liabilities, damages, losses, fines, penalties, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Service, your violation of these Terms, your improper use of the site, or your infringement of any intellectual property or other right of any third party.

User will not use “bots”, “spiders”, “offline readers”, or any other automated method to access the services of the Provider (including the Content) unless it is for publicly available search engines to perform searches for the sole purpose of creating publicly available search indexes. Search engines, scrapers, or indexes that promote, store, or link to unauthorized, pirated, or infringing content are strictly excluded and prohibited.

The user shall refrain from introducing viruses, trojans, worms, logic bombs, malicious scripts, or other computer code that may limit, interrupt, damage, corrupt, or destroy the proper functioning of software, hardware, servers, or other telecommunications equipment related to the services of the Provider.

It is the responsibility of the user to ensure that any interface, promotional layout, or advertising naturally linked to the Provider's Services, including content delivery, is not deleted, modified, disabled, blocked, obscured, ad-blocked, or interfered with in any way.

The proper use of the services of the Provider requires the user to refrain from various actions, including the removal, modification, deactivation, blocking, obscuring, or interference with advertising or tracking mechanisms linked to such services, including their associated content.

Furthermore, users shall not use the services of the Provider for advertising, marketing, or promoting third-party products, platforms, or services that have not been previously approved explicitly and in writing by the Provider.

Moreover, the user has to refrain from promoting or engaging in conduct that may constitute criminal offenses, infringe local regulations, or generate civil liability, this being an essential measure to maintain the integrity of the web services offered.

Sanctions and Export Control Compliance: You represent and warrant that you are not located in, under the control of, or a national or resident of any country under U.S. or European Union economic sanctions, embargoes, or restricted lists (including but not limited to Iran, Cuba, North Korea, Syria, or specified restricted regions). You explicitly agree not to access, register, or utilize the Provider's e-learning platform from any such restricted jurisdiction.

Violating these Terms or any guidelines or policies published by the Provider is prohibited and may

result in immediate account termination and legal consequences.

The Provider has no general obligation to monitor user activity, communications, or content transmitted through the Service. However, the Provider reserves the right, where reasonably necessary, to investigate suspected violations of these Terms, fraudulent activities, security incidents, or unlawful conduct and to take any measures reasonably necessary to protect the Service, its users, and its legitimate interests.

We remind you that by accepting these conditions, you agree to:

Use the web content exclusively for personal and private educational purposes, without any direct or indirect commercial or corporate deployment purposes.

Not to promote, cause, or assist in the copying, reproduction, lending, rental, broadcast, distribution, public performance, or transmission of any content to third parties.

Refrain from encouraging, engineering, or assisting others to circumvent, modify, delete, reverse engineer, decompile, disassemble, alter, or tamper with any security technology, encryption, tokens, or other rights management software associated with the content or the web means used to transmit it.

Potential suspension of services

We trust that we will not have to take these actions, but from time to time, we may adjust, suspend, restrict, or discontinue temporarily or permanently all or part of the Provider Services, including content libraries, functionalities, and access permissions, relating to all or part of the users where reasonably necessary and, where permitted by applicable law, without prior notice, due to technical maintenance, server overloads, security incidents, fraud prevention measures, payment risks, chargebacks, abuse of the Service, legal compliance obligations, or any other legitimate operational reason. This decision is at our sole discretion and we assume no liability for any modification, suspension, or discontinuance of the Provider Services. However, in some cases of prolonged general unscheduled maintenance, we may offer credits, extensions, or discounts at our sole discretion. In case we terminate your account or suspend/discontinue your access due to a violation of these Terms, fraud, or unpaid balances, you will not be entitled to any compensation, access preservation, or refund.

We seek to ensure that your experience with our services is satisfactory, so we provide you with the opportunity to express comments on any aspect you consider relevant. If you wish to submit an administrative inquiry or notification, we encourage you to send us an email to info@benative.pro, providing a brief description of the reasons. We undertake to review communications received within a reasonable target period of 14 working days, without this timeline constituting a binding contractual dead-limit or an admission of liability. We will inform you of the results of our review when applicable.

At service, your satisfaction is an important concern, and we work to provide you with high-quality web service based on operational metrics and user feedback.

External links

We may include links to various third-party websites or platforms on this web platform. These links are provided solely for your convenience, but we do not monitor, verify, control, or endorse such external platforms, nor do we maintain any joint legal association with their operators. We are not

responsible for the privacy practices, activities, terms, or content of such platforms, nor do we assume responsibility for any harm, loss, cost, or damage you may experience as a result of using, relying on, or accessing them. You access external links at your own risk.

Copyright

All content available on the Portal, including but not limited to software, text, exercises, videos, audio, graphics, interface architecture, design, and look-and-feel, is the exclusive intellectual property of the Provider, either directly or through valid licensing agreements with third parties unless otherwise indicated. These materials are protected by international copyright, trademark, and intellectual property laws and may not be used, duplicated, or distributed unless expressly provided for in these Terms and Conditions, without our prior explicit written permission.

You acknowledge and agree that certain content provided is the property of third-party licensors. Each licensor has the legal standing and right to enforce the relevant provisions of these Terms directly against you to protect their assets, without prejudice to any other rights and remedies available to the Provider.

The trademarks, trade names, service marks, and logos of the Provider, including its logo, are the exclusive property of the Provider. Other trademarks such as logos, images, products, and company names mentioned on the Portal or any integrated interface are the property of their respective owners. No license, implied right, or title is granted to you to use, modify, reproduce, or delete such proprietary material.

Unforeseeable circumstances

The Provider will not be liable to you, nor be deemed to have breached this contract, for any failure or delay in fulfilling our responsibilities due to circumstances beyond our reasonable control, force majeure, or unforeseeable circumstances, such as fire, power grid failures, failure to supply materials or bandwidth, adverse weather, cyber-attacks, distributed denial of service (DDoS) attacks, system hacking, ransomware, seismic movements, riots, epidemics, shortages, natural disasters, work stoppages, widespread labor conditions, flooding, government intervention, regulatory blockages, terrorist acts, armed conflict, explosions, or the inability to locate or maintain a provider's facility. This includes network connection inconveniences or routing failures suffered by major telecommunications providers, Internet service providers, hosting providers, cloud infrastructure providers, content delivery networks (CDNs), DNS providers, payment processors, banking networks, or other third-party infrastructure providers not under the Provider's reasonable control. In the event of such unforeseen or force majeure events, the Provider will be completely released from its obligations for the duration of the event and for such additional time as is reasonably necessary to recover from its operational impact.

Disclaimer of Warranties

THE USER ACKNOWLEDGES AND EXPRESSLY AGREES THAT THE USE OF THE SERVICES CONTRACTED WITH THE COMPANY IS AT THE USER'S OWN SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS SUPPLIERS PROVIDE THE WEB PLATFORM AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED, STATUTORY, OR IMPLIED. THIS INCLUDES, BUT IS NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

The Provider does not warrant the continuous availability of third-party services, infrastructure, telecommunications networks, internet connectivity, cloud hosting providers, domain name services, payment processors, email delivery providers, content delivery networks (CDNs), or other external systems upon which the Service may depend.

THE COMPANY DOES NOT WARRANT THAT THE CONTRACTED SERVICES OR THE CONTENT WILL MEET YOUR SPECIFIC EDUCATIONAL NEEDS, EXPECTATIONS, OR EXTEND INDEFINITELY IN TIME, NOR THAT LANGUAGE PROFICIENCY WILL BE GUARANTEED. LIKEWISE, THE DELIVERY OF THE SERVICES IS NOT GUARANTEED TO BE CONSTANT, UNINTERRUPTED, ACCURATE, SECURE, TIMELY, AND ABSOLUTELY FREE OF ERRORS, SOFTWARE GLITCHES, DOWNTIME, OR HARMFUL COMPONENTS. THE OBTAINING OF ANY MATERIAL DOWNLOADED, STREAMED, OR OTHERWISE OBTAINED THROUGH THE WEB SERVICE IS THE SOLE RESPONSIBILITY OF THE USER, WHO ASSUMES ANY DAMAGE, DATA LOSS, OR HARM THAT MAY ARISE IN ITS COMPUTER SYSTEM, BROWSER ENVIRONMENT, OR DEVICES AS A RESULT THEREOF.

Language learning outcomes depend primarily on the User's individual effort, prior knowledge, participation, consistency, practice habits, and other factors beyond the Provider's reasonable control. No specific educational result, certification, fluency level, examination outcome, or language proficiency is guaranteed.

LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE PROVIDER, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF USE, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH, PERSONAL INJURY, OR GROSS NEGLIGENCE WHERE PROHIBITED BY MANDATORY LOCAL LAWS. UNDER NO CIRCUMSTANCES WILL THE PROVIDER BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF THE PROVIDER FOR ANY CLAIMS UNDER THESE TERMS IS LIMITED TO THE AMOUNT ACTUALLY PAID BY THE USER TO THE PROVIDER FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.