

Terms & conditions

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We welcome you to the service, provided by Innovative Mobile Solutions S.L., hereafter referred to as "Provider", located at Av. Jerónimo Roure 49, 2º B - 46520 Puerto de Sagunto - Valencia - Spain TIN: B97979710. By using our services, you acknowledge and accept fully the terms and conditions outlined in this document. 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

Legal framework

The current law of Spain applies to interpreting the terms of use. In case of disputes arising in connection with the processing of card transactions, the competent court shall be Valencia, Spain. Both user and Provider agree to bring any claim, dispute, or controversy to such courts. This provision will remain effective after your right to use this service ends.

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 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.

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

A printed version of this agreement shall be admissible in judicial or administrative 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.

Digital language learning platform

Service is an online platform for learning languages where your effort and dedication and our fun and entertaining method will make it an achievable goal. To facilitate immersive learning, you will find interactive activities that will help you to quickly improve your comprehension, pronunciation and your way of communicating.

By using the Portal and/or the Service, you accept the current terms and conditions. You acknowledge that these terms constitute an agreement between you and Innovative Mobile Solutions 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 agrees to provide our services to you. We also reserve the right to refuse any request to use the services for any reason. No joint venture 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 and using our services, you agree to the terms and conditions below.

To use our services, you must create an account, for which you will be asked to provide certain personal information, such as your email address, your full name, and credit card information. The credentials stored are used exclusively for the internal use of the service and none of the data provided by users is used for commercial purposes.

By providing your information, you expressly consent that we may send communications to your email address. Such communications may include customer service-related information, transaction confirmations, newsletters, product offerings, or other relevant topics.

You understand and agree that, without prior notice, Provider reserves the right to modify or amend the Terms and Conditions of this Agreement at any time. Such modifications may become effective immediately, either before we post a new version of the terms on our site or if we notify you directly of such changes. 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, we suggest that you stop using our site and our services.

In case any provision of this agreement is deemed invalid or unenforceable, including the above disclaimers of liability and limitations of warranties, such provision will be deleted and the remaining provisions will apply.

We appreciate your confidence in our services.

License of use

As a user, you have a limited, non-exclusive license to use our services exclusively for personal, non-commercial purposes.

We wish to inform you that we reserve the right, in our exclusive and absolute discretion, to make changes to the operation of our service without prior notice. We are always working to improve our service and will make necessary adjustments, which may not be fully reflected in these Terms of Use.

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, or circumvent any copyright, trademark, or other proprietary notices included in the content, as well as any technical control measures related to digital rights management. You may not make commercial or profitable use of the content included in the service nor are you authorized to assign or transfer any rights or obligations under this agreement. This restriction covers all content elements, such as text, graphics, design, 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 written permission. This prohibition persists even if the derivative products are offered free of charge.

Regarding the availability of content, please note that it may vary over time and from country to country. The quality and speed of access to the content may be affected by several factors, such as your geographic location, available bandwidth, and Internet connection speed. We cannot guarantee the quality of the viewing experience on your screen.

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 for the content. We use technology to verify your geographic location and ensure compliance with these

restrictions.

Customer service

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

During the period in which you use our services, you will be supported by our customer service. This service includes assistance in the use of our services and intervention to resolve problems related to their use. Our customer service team is available 24 hours a day, 7 days a week. We can provide these support services to you in a variety of ways, including e-mail communication. Please note that you may need to purchase additional equipment or services from third parties to take full advantage of our customer support. 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. If we decide at our discretion to offer additional services, they will be subject to the terms and conditions outlined in this document.

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

How the payment works in?

At service, we are committed to providing you with subscription options and payment methods that suit your individual needs. Full details of our tariff and payment procedure are set out below:

When subscribing to the service the Provider may offer a free trial period. During this period, you will be able to enjoy all our services free of charge. If you choose to cancel your account during the free trial period, only the verification fee will be applied, if applicable, along with a refund. If you choose not to cancel during the trial period, your account will be automatically upgraded to a Premium membership with a flat fee of 24.99 € monthly. The subscription will automatically renew monthly unless you decide to cancel it. Charges related to this service will be reflected in your bank account as benative.pro

Please note that prices and rates may be subject to changes, which will be previously notified to the user. At the time of billing, the corresponding rates will be applied according to your method of payment. Subscription fees will be charged at the beginning of each period and will be renewed monthly until you decide to cancel. The billing date may vary in situations such as incorrect payment method settings

The payment method used for this service is through bank card. To subscribe you have to fill out and send the payment form with the card information as well as an email. Please note that the issuer of your payment method may apply additional fees. We recommend contacting your bank or card issuer for details of such fees. The above prices include taxes but do not include commissions or fees for your selected payment method. The payment method provider is certified according to the Payment Card Industry Data Security Standard (PCI DSS).

By accepting these Terms of Use, you confirm that you will make payments with legitimate funds and authorize the transmission of your data to the provider of your payment method for processing. In case of a payment refusal attributable to the provider, we request that you contact us via info@benative.pro. In case of rejection and absence of cancellation, we may suspend your access to premium services until the correct loading of a valid payment method.

You are responsible for charges related to Internet access.

If you meet the conditions, your payment method will be authorized for approximately one month. No charges will be assessed if you cancel during the free trial period, if any. We may also periodically authorize your card in anticipation of future fees or other charges. These are charged in full at the time of payment. We reserve the right to offer refunds, discounts or other consideration at our discretion. The granting of such benefits does not imply any future right or obligation to grant them again.

We reserve the right to change rates and taxes and add new fees at any time with prior notice by email. For changes to your payment method, contact us at info@benative.pro.

For your security, a credit card verification fee (0.00 EUR to 4.00 EUR) may apply, which is automatically refunded. The fee may be charged within the first 30 days or during the provision of the service. In specific cases, a variable amount may be requested to verify your legitimacy as an account holder.

Upon successful registration, you will receive a confirmation email containing your subscription details such as the portal name, subscription price, and duration, login details, renewal date, renewal price, renewal duration, your email address, and a link to unsubscribe.

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 billing period. Following these simple steps will cancel your account:

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 "Send" the subscription will be automatically unsubscribed.

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

If the user prefers, he can also contact our customer service team by sending an email to info@benative.pro. We will be happy to assist you with the cancellation process.

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

When deciding to cancel your subscription, please note that such cancellation will be applied at the end of your current subscription period. This implies that you will maintain full access to service for the remainder of the payment period, but refunds for partial portions are not feasible.

Regarding fraud and unauthorized use, we at service are dedicated to ensuring your security and protection against fraud of any kind. If we detect any charges to your account that you do not recognize, have not authorized, or are unrelated to you, we will make a full refund. In case you experience a fraudulent charge to your account, we urge you to contact our customer service team immediately via info@benative.pro so we can take the proper actions.

Refunds are not allowed: Please note that payments made are non-refundable and refunds are not allowed, either for partial subscription periods or for content not viewed. In exceptional situations and at our 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 to our evaluation.

By proceeding with the cancellation, you understand and acknowledge that we will not assume any further obligation to provide access to the site or the services. Accordingly, all licenses and rights conferred under the Terms and Conditions will cease immediately. This implies that no content, material, 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 account or to provide copies of such information to you or any third party.

Please note that any suspension, termination, or cancellation will not affect your responsibilities to the Provider under the current Terms and Conditions. This includes but is not limited to, ownership and possession rights, indemnification provisions, and limitations of liability, which will remain in effect even after termination.

Responsibilities of the users

At service, you are expected to use our services in a proper, legal, 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 and trade secrets, patents, copyrights, privacy, publicity, 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 or means to index, access, link or frame the services of the Provider without the authorization of the same. In addition, you must avoid disabling, removing, circumventing, or bypassing content protection 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 and hold harmless the Provider, its owners, subsidiaries, affiliates, officers, and employees, harmless from any claim, demand, including attorneys' fees, made by any third party due to or arising out of the use of the site and/or the service.

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 or indexes that promote store, or link to unauthorized or infringing content are excluded.

The user shall refrain from introducing viruses or other computer code that may limit, interrupt, or destroy the proper functioning of software, hardware, or other equipment related to the services of the Provider.

It is the responsibility of the user to ensure that advertising linked to the Provider's Services, including content, is not deleted, modified, disabled, blocked, obscured, 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 linked to such services, including their associated content.

Furthermore, users do not use the services of the Provider for advertising or promoting services that have not been previously approved explicitly and in writing by the Provider.

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

Violating these Terms or any guidelines or policies published by the Provider is prohibited and may result in legal consequences.

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

Use the content exclusively for personal and private purposes, without direct or indirect commercial purposes.

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

Refrain from encouraging or assisting others to circumvent, modify, delete, reverse engineer, decompile, disassemble, alter, or tamper with any security technology, encryption, or other rights management software associated with the content or the 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, or discontinue temporarily or permanently all or part of the Provider Services, including content and access devices, relating to all or part of the users, without notice to you. 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, we may offer credits, refunds, discounts, or other forms of compensation at our discretion. In case we terminate your account or suspend/discontinue your access due to a violation of the Terms, you will not be entitled to any compensation.

We seek to ensure that your experience with our services is satisfactory, so we provide you with the opportunity to express complaints or comments on any aspect you consider relevant. If you wish to make a complaint, we encourage you to send us an email to info@benative.pro, providing a brief description of the reasons for your complaint. We undertake to review all complaints received within 14 working days and will inform you of the results of our investigation.

At service, your satisfaction is our main concern, and we are constantly working to provide you with high-quality service and to improve based on your comments and suggestions.

External links

We may include links to various websites or platforms on this site. The links are provided for your convenience, but we do not monitor or endorse such platforms or maintain any association with their operators. We are not responsible for the activities or content of such platforms, nor do we assume

responsibility for any harm, loss, or damage you may experience as a result of using or accessing them.

Copyright

All content available on the Portal is the property of the Provider, either directly or through agreements with third parties unless otherwise indicated. These materials may not be used, unless expressly provided for in these Terms and Conditions and other specific terms and conditions provided, without our prior written permission.

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

The trademarks of products or services of the Provider, including its logo, are the exclusive property of the Provider. Other trademarks such as logos, images, products, and company names are mentioned on the Portal or any device and are the property of their respective owners. No license or right is granted to you to use, modify, or delete such material.

Unforeseeable circumstances

We will not be liable to you for any failure or delay in fulfilling our responsibilities due to circumstances beyond our control, such as fire, failure to supply materials, adverse weather, cyber-attacks, seismic movements, riots, shortages, natural disasters, work stoppages, labor conditions, flooding, government intervention, terrorist acts, armed conflict, explosions, or the inability to locate a provider's facility. Network connection inconveniences suffered by major telecommunications providers not linked to our infrastructure or Internet connectivity. In the event of an unforeseen or force majeure event, we will be released from our obligations for the duration of the event and for such additional time as is reasonably necessary to recover from its impact.

Disclaimer of Warranties

The user acknowledges and agrees that the use of the services contracted with the company is at the user's own risk. The company and its suppliers provide a defined service without any legal warranties either expressed or implied. This includes but is not limited to, implied warranties of merchantability, fitness for a particular purpose, or freedom from manufacturing defects. The company does not warrant that the contracted services will meet your needs or extend indefinitely in time. Likewise, the delivery of the services is not guaranteed to be constant, accurate, secure, and free of errors, as well as the absence of harmful components or viruses. Likewise, the quality of any product, service, information, or other material acquired or obtained through the service is not guaranteed. The obtaining of any material transmitted or obtained through the service is the sole responsibility of the user, who assumes any damage or harm that may arise in its computer system as a result thereof.