

**These are the Terms and Conditions of
JOHNSON LANGUAGE SERVICES LTD. (“the Company”),**

**Registered in England & Wales N° 5863497 and in Freiburg,
Germany with the Amtsgericht Freiburg N° HRB 701389**

**Registered Office: 2nd floor, Hygeia House, 66 College Road,
Harrow, Middlesex, HA1 1BE, England**

**Correspondence Address: Honsellstrasse 8, 77694 Kehl,
Germany**

Valid from: 1st October 2009

1. General

1.1 These Terms and Conditions apply to contracts between JOHNSON LANGUAGE SERVICES LTD (hereafter the “Company”) and its Clients and Partners, provided that no other agreement exists or other clauses are provided for in law. The websites www.chatosferabella.com and www.chatbella.com are a multilingual web portal and electronic international network owned by JOHNSON LANGUAGE SERVICES LTD. The main services offered are: Language Teaching (§4), Organisation of Meeting Points (§5), Translations (§6) as well as cultural events at home and abroad e.g. quizzes (“Events”). The purpose of the portal is to inform people about the Company’s services and Events and to enable a foreign-language / culture-based exchange between interested individuals (“Users”) and between Users and other language or culture professionals and companies (“Partners”). The following Terms and Conditions apply both to Users and Partners.

1.2 The Terms and Conditions of Users/Partners that conflict or differ from these Terms and Conditions have no validity, unless they concern services directly offered by Partners, in which case their own Terms and Conditions take precedence. Such cases are clearly stated on the website or on individual contracts. These Terms and Conditions are available for consultation and can be printed at any time.

1.3 “Chatosferabella” and “Chatbella” are Company trademarks.

1.4 These Terms and Conditions are available in English, French and German. If the translated versions differ from this English version, then this **English** version will take precedence.

2. The Content

2.1 The Company can determine the Content of its websites (articles, advertisements, comments) freely and has the right at any time to change, limit, expand, discontinue or contract to a Third Party the technical service provided to Users and Partners. Users/Partners may not make any claims relating to a continuous availability and trouble-free use of the web portal. The Company is not responsible for the content of external websites.

2.2 Prices indicated, statistical data, forecasts etc. are made available by the various Partners and are not checked for the correctness of their Content by the Company, with the result that the Company cannot accept any liability for its completeness, correctness, accuracy and ensuring it is up-to-date.

2.3 Via a comment-based Blog the Company offers Users/Partners the ability to add their own Content and contributions. As it is not possible for the Company to check this Content, it accepts no liability for the completeness, correctness, accuracy, form and up-to-date nature of the Content. The authors are themselves personally responsible for their own contributions.

2.4 Private data of Third Parties such as names, addresses, telephone numbers, fax numbers etc. may not be published in the contributions.

2.5 Works that are copyright protected may only be published after obtaining permission in advance from the copyright holders. The Company accepts no liability for the completeness, correctness, accuracy and up-to-date nature of the Content. Should the Company notice unlawful contributions and Content likely to infringe copyright, competition laws and civil rights, this Content will be removed from the system without prior notification to the author. The Company has the right in such cases to deny access to individual Users/Partners temporarily or permanently.

2.6 The authors of the contributions and their Content – Users/Partners – are obliged to indemnify The Company from any claims made by Third Parties arising from acts or omissions mentioned under §2.5. Users accessing this service with their e-mail address or login and password are deemed to have accepted this condition.

2.7 The events announced within the framework of Language Cafés are offered by the respective Partners in their own name and under their own responsibility. The Company cannot be held liable for holding the Events and their success. For Events in which the Company itself plays a part, please see the conditions in §5 regarding admission and liability.

3. Registration required to access certain Content

3.1 The Company reserves the right to require a fee and registration to display certain Content.

3.2 With respect to Content displayed by the Company on the website, Users/Partners may be required to register and obtain a username and password. The Company is entitled to check the reliability of the information provided by the applicant by any means at his disposal. Access rights granted are not transferable.

3.3 Users/Partners are themselves responsible for keeping confidential usernames and passwords. The Company agrees to keep all personal data confidential and not to pass such data to Third Parties without the express consent of the User/Partner, unless the Company is legally obliged to pass this data to a law enforcement body. E-mail addresses are not publicly displayed unless Users/Partners add it explicitly to their Content.

3.4 The Company is entitled to terminate access and delete the entire data relating to registered Users/Partners, if in the space of 6 months no Login to the website has been recorded and they do not react within 4 weeks to written notice informing them of this.

4. Language teaching

4.1 The Company offers language teaching in Clients’ homes, at their working premises, in cafés and other public places and over the Internet by videoconference.

4.2 The cost of courses is determined in relation to various factors – the language studied, the location of the Client, the length of the lesson, the type of lesson content required, the frequency and days and times of the lessons. A price guide is provided on request and the Company will confirm the cost in writing once the Client’s needs have been determined.

4.3 Courses fees are to be paid in advance and are non-refundable once the course has started.

4.4 Should a Client wish to cancel the course before it has started, (s)he will be liable to a cancellation charge.

4.5 Should a Client have to withdraw from a course for exceptional unavoidable circumstances, a refund may be agreed at the discretion of the Company. The sum to be refunded will be calculated as if the Client had purchased individual lessons at the standard rate without any discounts for bulk purchase or special promotions.

4.6 Individual lessons may be postponed by the Client by giving 48 hours notice by e-mail, fax or letter. Should inadequate notice be given, the lesson will be charged to the Client as if it had taken place.

4.7 The Company is entitled to rearrange lesson schedules in accordance with operational constraints, such as unavailability of teaching personnel, illness and technical problems.

4.8 French professional training ("Formation professionnelle") is arranged through the relevant Partner whose Terms and Conditions apply. In such cases the Company is the subcontractor of the Partner.

5. "Language Cafés – Cafés linguistiques - Sprachcafés"

5.1 In some locations in Europe the Company organises language meetings.

5.2 These meetings are organised by volunteers on a non-paid basis in a well-known Café or Pub - generally 1 to 2 times a month in the evenings.

5.3 The Company sends out invitations via the Internet using an address list of people who have registered their interest. The Company reserves the right to send the invitations only to specifically selected participants.

5.4 The Company accepts no liability for the Content of conversations, for the quality of products ordered by the participants or for incidents or accidents in the rooms where the events take place.

5.5 The organiser at each meeting is entitled to coordinate the conversations, to suggest current topics of conversation and to open and close the meeting. (S)he has the right in relevant cases to ask participants to leave the room or end the meeting ahead of time if the circumstances justify it.

5.6 Participants may not make any claims for cancelled dates to be rescheduled or to discuss certain topics or to request that only certain people participate. Recording of the conversations is not allowed. Photographs may only be taken with the express permission of those concerned.

5.7 Participants are responsible for paying for any food and drink they order.

6. Translations

6.1 Translations are completed as quickly and effectively as possible within operational constraints.

6.2 Costs for the manipulation of graphics, tables, layouts as well as changes, corrections, special requests etc. incur extra charges agreed with the client.

6.3 The translation contract is agreed when the Company confirms acceptance of the order via telephone or electronic means. If the client subsequently cancels the order, a cancellation fee will be charged.

6.4 The text supplied must be written according to the rules of correct spelling and punctuation and be easily comprehensible. The way to write names, addresses and similar appellations in a non-Latin language is to be included on a separate sheet of paper in a Latin language.

6.5 The Company may use Third Parties or Partners to carry out all its translation work. In this case, The Company is only liable for their careful selection. This duty is considered performed, if the Third Party in question is a translator/interpreter, with corresponding training and experience in the language concerned.

6.6 Delivery dates are given in good faith to the client; however, these are only to be considered as indicative dates. The delivery is deemed effective once the translation has been dispatched by post, e-mail etc to the client.

6.7 The client is required to check the translation and notify any complaint within 5 days of its reception. Should the client identify an objective and significant defect, this must be described as accurately as possible; the Company has to be given the opportunity to make corrections to the text.

6.8 The Company is only liable for gross negligence and deliberate intent; liability for minor faults occurs only when breaking contractual duties. Any recourse to seeking damages from Third Parties is expressly excluded. The Company accepts no liability for translation errors caused by incorrect or incomplete information / documents or failure to make these available at the correct time or by illegible (partly or entirely) source texts or texts containing errors.

6.9 The Company is not liable if the text is shown to be unsuitable for a specific purpose determined by the client or if, as a result of incorrectly adapting the text, the publication or advertisement has to be repeated or if this causes damage to the Client's reputation or image. The Client is required to notify the Company in advance of the purpose of the translation. If the translation is to be printed, the client must supply the proof copy to the Company before going to print.

6.10 The client is only entitled to cancel the contract in cases where the Company fails to meet its obligations and fulfilment is impossible, if the delivery time has been considerably exceeded or if the Company has allowed an appropriate extension of time to lapse.

6.11 The translation that has been delivered and the copyright to it remain property of the Company until complete payment of all sums due has been received.

6.12. All texts and information are kept confidential by the Company. The Company agrees not to reveal facts that become known while providing the service to the Client.

6.13 In view of the electronic transmission of texts and data as well as possible other means of communication in electronic form between the client, the Company and its possible agents, an absolute protection of company secrets and confidential information cannot be guaranteed, as it cannot be excluded that unauthorised Third Parties will gain access to the texts during the transmission.

6.14 Unless different payment conditions have been agreed, full payment without deductions and discounts is due at the latest on the agreed delivery date. The Company is obliged to hand over goods only when full payment has been received.

6.15 Payment and outstanding debts arising from the contract are to be charged interest at 5% per year above the base rate of the European Central Bank. In the case of late payment, all outstanding debts become immediately due for payment. The client has no right to set off or to retain such monies, unless these are disputed or not legally valid.

7. Partners

7.1 Partners – language teachers, translators, interpreters, cafés/bars, adult education institutes, tour operators, multicultural food establishments, providers of language training and courses, company executives abroad and marketing personnel, creators of companies abroad, workers in international organisations, recruitment agencies and head-hunters abroad etc. – are entitled to publish their own Content and add paid-for advertisements under the relevant categories subject to §7.2.

7.2 The insertion of the Content and the publication of advertisements require the explicit agreement of The Company.

The insertion of the Partner's Content and the publication of an advertisement are considered as tacit acceptance by the Partner of the corresponding contract. The contract is formed by these Terms and Conditions and the advertising fees.

7.3 The Company is at any time entitled to refuse publication of the Content and the insertion of advertisements.

7.4 The Company reserves the right to inspect the Content and advertisement drafts provided and to decline publication, if the Contents contravenes legal or official orders or is immoral and if publication is not reasonable for other reasons at the discretion of the Company.

7.5 With the formation of the contract according to §7.2 the Partner accepts sole responsibility for the completeness and careful selection of advertisement texts and that the Contents correspond to the truth. Any photographs included should relate to the object depicted in the advertisement; they cannot be manipulated.

7.6 Forbidden are Content or advertisements that infringe existing laws – particularly criminal, copyright or competition laws – or rights of Third Parties, e.g. trademarks or rights relating to the use of names or personalities. Partners agree to indemnify the Company in respect of any claims by Third Parties relating to the Content of published advertisements and assume the costs of any legal representation necessary on behalf of the Company.

7.7 The Company is not obliged to check the Content of material provided by Partners for their legal correctness and for possible infringements of Third Party rights. Should the Company learn of such infringements, it is entitled at its sole discretion to remove or prevent access totally or partially to the Content and advertisement without giving notice. The right to delete Content is granted when advertisement texts or other data have legally or materially objectionable Content which infringe Third Party rights and/or contravene these Terms and Conditions. In such cases, the Company reserves the right, without giving notice, to remove individual Content or single passages of the advertisement text. Counterclaims are excluded.

8. Liability of the Company, Warranties to Users, Clients and Partners

8.1 The Company offers its services according to the conditions of the technical and legal frameworks concerning online portals. No warranty is given nor liability accepted for the continual availability of access to the portal or for the existence of the portal itself.

8.2 The Company makes every effort to ensure transparency regarding the authors of different Content and advertisements in its Portal and to make visible where possible which Content is provided by users or clients or partners and which is its own.

8.3 The Company only accepts liability when Users, Clients or Partners make claims for damages that are based on gross negligence, related exclusively to its own representatives or servants. No guarantees are made.

8.4 Otherwise the Company is liable according to legal requirements, if it or its representatives and servants have infringed a significant contractual obligation. The demand for damages in this case is restricted to the foreseeable, commonly applicable damages. Claims for damages under §8.3 are excluded from this.

8.5 In so far as no special terms are agreed, liability is excluded; this applies also to personal liability of co-workers, representatives, and Company servants.

8.6 The Company accepts no liability for Content or advertisements from external sources published by users, clients and Partners. The author is solely responsible for Content and advertisements, especially that they are correct, up-to-date and lawful; the Company only makes available the technical platform for publishing on the Internet.

8.7 Any liability on the part of the Company is subject to the requirements of §8.3, §8.4 and §8.5.

8.8 The Company is neither a party nor a representative of a party, nor an intermediary to contracts and agreements concluded between Users, between Users and Clients or between Users and Partners. The Company accepts no liability for the costs of creating, terminating and executing contracts, nor for the creditworthiness and integrity of Users, Clients and Partners.

8.9 The liability of the Company in respect of Users, Clients or Partners for Content published in the portal is determined by §8.3, §8.4 and §8.5.

9. Execution, Jurisdiction, Validity

9.1 The sole place of execution and place of jurisdiction is as far as permitted Kehl, Germany.

9.2 German law applies, excluding the UN law on purchases.

9.3 If any provision of these terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected. In such circumstances, the parties to the contract will find the commercially closest possible legally acceptable clause to replace the invalid one. The same applies if a loophole becomes evident in the contract.