

Terms & Conditions

Last Updated November 11, 2025]

Welcome to L'Alliance Francaise de Sarasota (the “**Organization**”, “**we**”, “**us**”, or “**our**”). These Terms & Conditions (“**Terms**”) govern your access to and use of our website located at <https://www.afsarasota.org> and any subpages (collectively, the “**Site**”), as well as any content, features, classes, events, membership services, and donation functionality offered through the Site (collectively, the “**Services**”).

By accessing or using the Site or Services, you agree to be bound by these Terms and our **Privacy Policy**. If you do not agree, do not use the Site or Services.

1) Who We Are

The Site is operated by **L'Alliance Francaise de Sarasota**, a **legal form, e.g., nonprofit corporation 501(c)(3)]** organized under the laws of **Florida** with its principal place of business at **1223 S Tamiami Trail, Sarasota, FL 34239**
Contact: alliancefrancaise@verizon.net (941) 928-8780

2) Eligibility

You must be at least the age of majority in your jurisdiction (typically 18) to use the Site without a parent/guardian. If you are under the age of majority, you may only use the Site under the supervision of a parent or legal guardian who agrees to these Terms on your behalf.

3) Accounts & Registration

Some features may require you to create an account or provide information (e.g., for classes, events, donations, or membership).

- You agree to provide accurate, current, and complete information and to keep it updated.
 - You are responsible for maintaining the confidentiality of your login credentials and for all activities under your account.
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- We may suspend or terminate accounts that violate these Terms or are suspected of unauthorized or fraudulent use.
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4) Memberships, Classes, Events & Donations

a) Memberships & Class/Event Registrations

- Fees, schedules, teacher assignments, event details, and availability are subject to change.
- We may set eligibility requirements (e.g., prerequisites for language levels).
- **Cancellations/Refunds:** See our **Refund & Cancellation Policy**. If none is published, the default policy is **all sales final** unless required by law.
- We reserve the right to reschedule, cancel, or modify classes/events; in such cases we may offer a credit, refund, or alternative session at our discretion.

b) Donations

- Donations may be processed by third-party payment processors (see Section 10).
- Unless otherwise stated, donations are **non-refundable** to the fullest extent permitted by law.
- Tax-deductibility (if applicable) depends on your jurisdiction and eligibility; you are responsible for your own tax filings. We may issue acknowledgment letters/receipts but do not provide tax or legal advice.

c) Pricing & Currency

- Prices are displayed in **Dollars** and may change at any time. Promotions/discounts may be subject to additional terms.
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5) Acceptable Use

You agree not to, and not to enable others to:

1. Use the Site or Services for any unlawful purpose or in violation of any applicable law or regulation;
 2. Infringe or misappropriate any intellectual property, privacy, or other rights;
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3. Upload or transmit malicious code, malware, or attempt to gain unauthorized access to systems, data, or accounts;
4. Interfere with or disrupt the operation or security of the Site;
5. Use automated tools (e.g., bots, scrapers) to access, extract, or index the Site except as permitted by robots.txt or our express written consent;
6. Post content that is defamatory, harassing, hateful, obscene, or otherwise objectionable;
7. Impersonate any person or entity, or misrepresent your affiliation;
8. Use the Site to advertise or solicit without our prior written consent.

We may monitor activity and remove or restrict content or access that violates these Terms.

6) Intellectual Property & License

a) Our Content

The Site and all content we provide (including text, images, logos, videos, course materials, event materials, and design) are owned by us or our licensors and are protected by intellectual property laws. Except for the limited license below, no rights are granted.

b) Your Limited License to Use the Site

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Site solely for your personal, non-commercial purposes.

c) Restrictions

You may not reproduce, distribute, publicly display, create derivative works from, or otherwise use the Site's content for commercial purposes without our express written permission.

7) User Content

If you submit, post, or upload content (e.g., comments, testimonials, forum posts, photos):

- You retain ownership of your content.
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- You grant us a worldwide, royalty-free, perpetual, irrevocable, transferable, and sublicensable license to use, reproduce, adapt, publish, translate, distribute, and display your content in any media for operating, promoting, and improving the Site and Services.
- You represent and warrant that you have all rights necessary to grant the above license and that your content does not violate any laws or third-party rights.
- We may remove or edit user content at any time for any reason.

If you believe content infringes your rights, see **Section 8 (Copyright/DMCA)**.

8) Copyright/DMCA

If you believe that content on the Site infringes your copyright, please send a notice with the following to **[DMCA Agent Name/Contact or general contact email]**:

1. Your contact information;
2. A description of the copyrighted work;
3. The specific URL/location of the allegedly infringing material;
4. A statement that you have a good-faith belief the use is not authorized;
5. A statement under penalty of perjury that the information is accurate and that you are authorized to act;
6. Your physical or electronic signature.

We may remove the content and, as appropriate, terminate repeat infringers. If you are outside the U.S., provide the analogous notice required under your applicable law.

9) Privacy & Cookies

Your use of the Site is also governed by our **Privacy Policy**, which describes how we collect, use, disclose, and safeguard information, and by our **Cookie Policy** if separate. By using the Site, you consent to our privacy practices.

10) Third-Party Services & Links

We may use third-party services to process payments, donations, registrations, email communications, analytics, maps, video hosting, and more. Your use of such services may be subject to those third parties' terms and privacy policies. We are not responsible for third-party websites or services.

11) Accessibility

We strive to make the Site accessible. If you encounter accessibility barriers, please contact us at alliancfrancaise@verizon.net so we can help and improve.

12) Disclaimers

To the maximum extent permitted by law, the Site and Services are provided “**as is**” and “**as available**” without warranties of any kind, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

We do not warrant that the Site will be uninterrupted, error-free, secure, or free of viruses or other harmful components, or that information on the Site is accurate, complete, or current.

13) Limitation of Liability

To the fullest extent permitted by law, L'Alliance Francaise and its officers, directors, employees, volunteers, agents, and affiliates will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, data, goodwill, or other intangible losses, arising from or related to your use of (or inability to use) the Site or Services, even if advised of the possibility of such damages.

Our aggregate liability to you for all claims arising out of or related to the Site or Services shall not exceed the greater of **(a)** the amounts you paid to us for the relevant Service in the **three (3) months** prior to the event giving rise to liability, or **(b) USD \$100**.

Some jurisdictions do not allow certain limitations; in such cases, some limitations above may not apply to you.

14) Indemnification

You agree to defend, indemnify, and hold harmless **L'Alliance Francaise** and its officers, directors, employees, volunteers, agents, and affiliates from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with your access to or use of the Site or Services, your content, or your violation of these Terms or any applicable laws or rights.

15) Termination & Suspension

We may suspend or terminate your access to the Site or Services at any time, with or without notice, including if we believe you have violated these Terms. Upon termination, your right to use the Site will immediately cease. Sections that by their nature should survive (e.g., IP, disclaimers, limitations, indemnification, governing law) will survive termination.

16) Changes to the Site or Terms

We may modify the Site, Services, or these Terms at any time. If we make material changes, we will provide notice by posting the updated Terms on the Site with a new "Last Updated" date and, where required, by additional means. Your continued use after changes signifies acceptance of the updated Terms.

17) Governing Law & Dispute Resolution

These Terms are governed by the laws of Florida, Sarasota County, without regard to its conflict of laws principles.

a) Informal Resolution. Before filing a claim, you agree to try to resolve the dispute informally by contacting us at **alliancefrancaise@verizon.net**

b) Venue. Subject to any applicable mandatory arbitration or consumer laws, you agree that the exclusive venue for any dispute shall be the state and federal courts located in **Sarasota County** and you consent to personal jurisdiction there.

c) Arbitration

Any dispute arising out of or relating to these Terms or the Services shall be resolved by **binding arbitration** administered by **own attorney** under its rules, on an individual basis (no class actions). The arbitration shall occur in **Sarasota County** or remotely by video. The

arbitrator's decision is final and may be entered as a judgment. You and we waive jury trial rights.

18) International Use

We make no representation that the Site or Services are appropriate or available for use in all locations. Accessing the Site from territories where its content is illegal is prohibited. If you access from outside the USA, you do so at your own risk and are responsible for compliance with local laws.

19) Severability; Waiver; Assignment

If any provision is held invalid, the remaining provisions remain in effect. Our failure to enforce any provision is not a waiver. You may not assign these Terms without our prior written consent; we may assign them in connection with a merger, acquisition, or asset transfer.

20) Entire Agreement

These Terms, together with the **Privacy Policy**, **Cookie Policy**, and any posted service-specific terms (e.g., class policies, refund policies, membership terms), constitute the entire agreement between you and us regarding the Site and Services.