

Terms and Conditions "Online telc preparation course incl. telc exam"

1. Agency

The online telc preparation course incl. telc exam is supported by speakeasy Berlin GmbH, based at:
Warschauer Straße 36
10243 Berlin
Tel: +49 30 60 95 41 49
info@speakeasy.berlin
Amtsgericht Charlottenburg HRB 166921 B

2. Privacy Policy

The Speakeasy customer agrees to the electronic storage of his or her data. The data will be used by speakeasy solely for the purposes of the contract and will not be passed on to third parties (except as necessary, e.g. when a customer has registered for an official telc examination).

3. Scope of Service "Online telc preparation course incl. telc exam"

3.1 speakeasy bindingly registers a telc exam spot for the chosen level at the chosen exam date. Prior to the examination date, the customer can take part in an online telc preparation course. The online telc preparation course consists of various components:

1. online self-study part (learning time approx. 10 hours)
2. live online seminar (learning time approx. 2 hours)

The online self-learning part is accessible via a link that the client receives after completing the registration. The self-learning material together with the opportunity to take part in a live online seminar (together "Online telc Preparatory Course") can help the participant to pass the examination successfully. The Online telc Preparation Course aims to support the participant in the following ways:

- Understanding of the exam structure and of typical questions of a telc exam
- Understanding of frequent mistakes and difficulties for participants sitting the telc exam
- Application of learning strategies before the exam and for successfully dealing with the tasks in the exam

On the Tuesday before the exam date, there will be a live online seminar from 3 pm - 5 pm. The participant will receive a separate invitation link to attend the live online seminar 4 days before the date.

3.2 Via the link the client receives, he/she can access the digital self-learning content of the course online from anywhere. **Important:** The telc examination of the chosen level and on the chosen examination date will take place at the school's location.

3.3 It is not part of the scope of the online telc preparation course to prepare the client to acquire the language skills required for the examination. This can be done in a separate language course.

3.4 Not included in the service price are, among other things, costs for additional working material, e.g. course book, computer hardware or software or additional costs for Internet access.

4. General requirements for participation

There are no specific pre-requirements to participating in the Online telc preparation course incl. telc exam. It is in the responsibility of the customer to have the necessary language knowledge to successfully sit the exam. For accessing the self-study material of the Online telc preparation course and the live seminar the customers need to have a computer, tablet or smartphone, a modern internet browser (e.g. Mozilla Firefox, Google Chrome, Microsoft Edge) and a stable internet connection.

For the participation in the preparation course it is required to purchase an additional text book. The necessary text book varies depending on the chosen course level:

- For B1: Deutsch Prüfungstraining: Zertifikat Deutsch (Verlag: Cornelsen)
(ISBN: 978-3060203109)
- For B2: Mit Erfolg zu telc Deutsch B2 (Verlag: Klett)
(ISBN: 978-3-12-676824-5)
- For C1 and C1 Hochschule: Prüfungstraining telc Deutsch C1 Hochschule (Verlag: telc)
(ISBN: 978-3-946447-18-4)

5. Registration

The Registration for the Online telc preparation course incl. telc exam should be completed by the Thursday two weeks before the examination date (by 13 pm). A registration is only binding once the entire registration process has been completed and all fees have been paid in full. Once registered, the examination date and level cannot be changed.

6. Delivery conditions

The access to the digital course will be delivered as an access link via email, immediately with the start of the execution of the contract.

7. Duration of the preparation course

The Online telc preparation course is completed with taking the telc exam at the chosen date.

8. Declaration of telc exam procedures

The exact time of the examination will be confirmed by email no later than 3 days before the examination date. The customer is obligated to regularly check the email address provided on the examination registration form. Should it be the case that no email notification is received at least 3 days before the exam date, the customer is then obligated to contact speakeasy, which takes no responsibility if an email notification is not received. The participation in the examination is only possible when the customer arrives for the examination on time and can provide a valid passport or identification.

9. Expulsion from the exam and telc exam regulations

The use of electronic devices or other means and/or resources during the duration of the examination is explicitly prohibited. The use of these, or attempting to cheat in any way, will prompt immediate expulsion from the examination. There is no right to compensation.

For the exam day the telc examination regulations apply (https://www.telc.net/fileadmin/user_upload/Informationsmaterial/guidelines_for_access_arrangements.pdf). During the self-study preparation course the customer will receive all the necessary information related to the telc exam regulations for the exam day. On the exam day itself the customer will be informed once more about all rules and regulations of the telc exam regulations prior to the start of the exam.

10. Notification of exam results

The certificate will arrive at the testing center up to 6 weeks after the examination has taken place. The customer can check the status of the exam online if they chose the regular correction and can personally collect their certificate. In the case that a certificate arrives late, there is no right to compensation.

11. Right of withdrawal

11.1 Customers are generally entitled to a right of withdrawal.

11.2 Because the service scope includes digital content, the customer needs to willingly withdraw from the right of withdrawal from the service contract (§ 356 (5) BGB).

11.3 Once paid, the fees for the Online telc preparatory course incl. telc exam cannot be refunded under any circumstances. No exceptions can be made for instances such as a participant being hindered in taking part in the examination, falling ill, arriving late nor being unable to produce a valid form of identification. Speakeasy will not be held financially responsible for any additional expenses incurred should the exam results arrive late.

12. Cancellation

As the time period for the course is limited to less than 6 months, there is no possibility to cancel this contract after the execution of its content.

13. Exclusion from § 312 ('Fernabsatzgesetz')

speakeasy Berlin is excluded from the German Federal laws governing distance selling ('Fernabsatzgesetz') as per § 312 b, speakeasy Berlin's services being bound to a specific point in time. As such, the customer has no claim to any rights of cancellation applying to distance selling (§ 312 d).

14. Liability for defects (warranty)

14.1 If the purchased goods are defective, the provisions of the statutory liability for defects shall apply.

14.2 The customer is requested to complain about delivered goods with obvious transport damage to the deliverer and to inform the seller of this. If the customer does not comply with this, this shall have no effect on his statutory or contractual claims for defects.

15. Copyright

All course material of the online telc preparation course shall only be used for the indicated purpose of preparing for the telc exam. For this purpose, the client receives a right to use the digital online self-materials for the duration of the course. It is not allowed to duplicate, copy, or videotape any of the material provided. It is also not allowed to give third persons access to any of the provided material.

16. Amendments and Salvatory Clause

Should the customer come across user agreements that differ or agree to modifications, additions or ancillary clauses to the agreements made by these Terms and Conditions, such changes will be required in written form. If any provision of these Terms and Conditions, in whole or in part, do not become part of the contract or are otherwise ineffective, the contract will remain valid. In this event, the content of the contract will be in accordance with the statutory provisions.

17. Applicable law and place of jurisdiction

The contractual relationship and other business relations between speakeasy and the customer are governed by German law to the exclusion of international sales law. The place of jurisdiction is the registered German residence of the customer. If the customer's place of residence is unknown or located outside Germany, the exclusive place of jurisdiction is Berlin, Germany.

Right of Withdrawal

You have the right to cancel this contract within fourteen days without stating any reason. The withdrawal deadline is fourteen days from the date of conclusion of the contract. In order to exercise your right of cancellation, you must inform us -speakeasy Berlin GmbH, Warschauer Straße 36, 10243 Berlin, e-mail: info@speakeasy.berlin, telephone: (+49) 030/ 60954149 - by means of a clear declaration (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract. You can use the enclosed Cancellation Form for this purpose, but it is not mandatory. In order to comply with the cancellation period, it is sufficient that you send the notification exercising the right to cancel before the cancellation deadline has passed.

Consequences of Withdrawal

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

Please note the special features regarding the right of cancellation for digital content

For contracts for the delivery of digital content that is not contained in physical data storage, the right to cancellation is lost if we have started the execution of the contract after you have expressly agreed that we may do so before the expiry of the cancellation deadline, and given that you have

confirmed your knowledge that you lose your right to cancellation by giving your consent to start the execution of the contract.

Cancellation Form

If you want to cancel the contract, please fill out this form and send it back to speakeasy Berlin GmbH, Warschauer Straße 36, 10243 Berlin, e-mail: info@speakeasy.berlin, phone: (+49) 030/60954149:

- I / we (*) hereby revoke the contract concluded by me / us (*) for the purchase of the following goods (*) / provision of the following service (*)
- Ordered on (*) / received on (*)
- Name of the user
- Address of the user
- Signature of the user (only for communication by paper)
- Date _____

* Please cross out as applicable