

The following is an English translation of our "Business Stipulations & Customer Information". However, please note that in the event of legal dispute, only the "German version" is legally valid.

Business Stipulations and Customer Information

- 1. Contractual Partners, Scope of Contract, and Contractual Language
- (1.1) Your contractual partner is CASA Internationale Sprachschule gemeinnützige GmbH (CASA International Language School non-profit Ltd.), Am Dobben 14-16, 28203 Bremen, Germany, info@casa-bremen.de (herewith named "CASA").
- (1.2) The following business terms apply as legally binding basis for all contractual relations between CASA and you the consumer (herewith named "Participant").
- (1.3) The language of the contract is English. However, the legally binding "Business Stipulations and Customer Information" is the German version. (link see above)
- 2. Registration and Contract Termination
- (2.1) All of CASA's course offerings can be found in the Internet, at www.casa-

<u>bremen.de/en/lanugage-courses</u>. The course offerings are offered for consideration without obligation, up to the time of registration and payment. If the Participant wishes to register, he/she can enter their personal information, as well as the type of course, (e.g.: Evening course, Intensive, etc.), the level, and the starting and ending date in the registration form. This can be found at http://www.casa-bremen.de/en/registration/course-registration.php

- (2.2) The Participant can proof-read, change, correct or delete any information in the registration form any time up to the moment that it is sent. Mistakes can be corrected by navigating backwards in the web browser, or breaking off the process and beginning again. To finalize the registration, the Participant must accept CASA's business terms and click on the "Register" button. The registration form is then sent to CASA. It is no longer available to the Participant, but the participant will receive a copy of the sent form.
- (2.3) The course offerings from CASA in the internet, as well as in our brochures, are all without obligation until the Participant has registered. After receipt of the registration by CASA, the Participant will receive an offer (confirmation of registration). This confirmation includes statement of payment deadline. Payment in full is required for participants requiring residence visas; all others will be requested to pay a deposit. The contract is then finalized as soon as timely payment to CASA's bank account has been received.

In the case that the Participant needs a residence visa, please see Point 7 below and the FAQ in our website.

3. Consumers' Right to Recall/Cancellation

Consumers have right to cancellation within 14 days.

Right to Recall/Cancellation

The Participant has the right to cancel the contract, without naming reasons, within 14 days. This time-period begins when the contract has been finalized. In order to claim this cancellation right, the Participant must send CASA a clear, written statement with his/her intentions to cancel the contract. This statement can be made by post, fax or e-mail: CASA Internationale Sprachschule Bremen e.V., Am Dobben 14-16, D-28203 Bremen, Germany, Fax: +49 421 460 414 340, E-Mail: info@casa-bremen.de. You can use the included cancellationform, although it is not required. In order to ensure the right to recall/cancellation, it is, however, necessary to inform CASA before the expiration of the 14-day period.

Consequences of Cancellation

If the Participant withdraws from the contract within the 14-day period, CASA will repay all payments received, including the costs of delivery (with the exception of additional costs arising from the fact that the Participant has chosen a different method of delivery than the cheapest standard delivery offered by CASA) immediately and no later than fourteen days from the date on which the notice of cancellation is received. Refunds will be made using the same method of payment which CASA originally received. Exception will only be made when CASA and the Participant have made other specific arrangement in advance. In no case will the Participant be charged compensation because of the refund. In the case that the Participant demands that services begin during the recall period, then payment for these services is required: the amount corresponding to the proportion of services already rendered, compared to the total volume of services stipulated in the contract, up to the date on which the Participant notifies CASA.

4. School Holidays

At weekends and on legal holidays, tuition and classes will not take place. There will be no reimbursement for free days.

5. Conditions of Payment

- (5.1) The Participant is responsible for timely payment.
- (5.2) For Participants who already live in Germany, a deposit of $\[mathcal{e}\]$ 100.00 is required within one week of receipt of confirmation of course registration; in addition to $\[mathcal{e}\]$ 100.00 deposit for any requested living accommodations. Only the payment of a deposit guarantees reservation of placement in a course, and the search for accommodations; or, in the case of single tuition, an appropriate instructor.

For first-time booking of classes, the remaining course and lodging fees must be paid within 4 weeks of use of CASA's services.

For subsequent bookings, payment must be made by the first day of tuition, at the latest, as long as no written request for installment payments has been made in advance. For such, the Participant must arrange a payment plan with the school's administration, specifying the amount to be paid, how many installments, as well as a date of completion of payments. The mutually-arranged payment dates are legally binding. The Participant has no right to request the settlement of an installment plan.

- (5.3) If, at the time of registration, the Participant is the resident of a foreign country, payment of complete course fees for the first course and lodging fees is required in
- full. After CASA has received payment of all the course and lodging fees, the Participant will receive a special registration confirmation form by E-mail. This form is to be given as proof to the German embassy or consulate. By request, the form can be sent to the Participant by post or for additional fee by DHL-Express.
- (5.4) Any bank fees are the sole responsibility of the Participant.
- (5.5) The Participant must pay all course and lodging fees in full. This also applies when the Participant fails to come to some or all of the lessons (for example, due to illness or termination).
- 6. Termination of Contract / Change of Booking
- (6.1) A group course may be cancelled by the Participant up to 4 weeks before the course begins. For this purpose, full weeks will be calculated. For cancellations up to 4 weeks before the beginning of the course, refunds will be made, minus administrative

fees of €100.00, as well as any eventual bank fees and postage fees. A later cancellation will be charged the complete cost of all services booked that are within the scope of the 4-week period from the date of termination. It remains the Participant's responsibility to demonstrate to CASA, that the savings through his/her cancellation justify a much lower, or no processing fee.

(6.2) Any absence or failure to attend class, or discontinuation for any reasons beyond the control of CASA, are not covered under the terms of cancellation. There will be no refund of any Participant's fees. Any outstanding fees must be paid in full.

- (6.3) Both parties (CASA, as well as the Participant) have the liberty to terminate the contract without notice for important reasons. A most notable reason being the Participant defaults on his/her payments.
- (6.4) Every cancellation must be made in writing.

IN THE CASE THAT A RESIDENCE VISA IS NEEDED, PLEASE READ POINT 7 BELOW.

(6.5) Single tuition appointments may be cancelled by the Participant up to 24 hours (Mon – Fri) prior to the appointment. Lessons taking place on Monday must be cancelled by Friday at close of business. Later cancellations will be charged in full. Cancellations must be made in writing: info@casa-bremen.de

In the event that a Participant wishes to cancel a whole course of single tuition, it is possible up to 24 hours (during business hours) prior to the first lesson. CASA will refund all fees paid, minus a handling fee of €100.00 and any additional costs. In the event that the course has already begun, CASA will refund the amount minus the fees for the individual lessons which have already taken place.

- (6.6) Changing an already booked course is possible at any time, as long as this occurs within the cancellation deadline (see above). For didactic reasons, CASA may instruct a change or a student may consult with CASA at any time in order to change a course. All fees paid will be applied to the new course or course type, with the exception of any eventual administration fees and handling charges.
- (6.7) If the Participant already knows that he/she cannot participate in a number of lessons from an Evening Course (or, in the case of Intensive Courses one or more full weeks of lessons) he/she must inform CASA at the time of registration. CASA can deduct this amount of time from the course fees. CASA reserves the right to refuse the Participant's absence for didactic reasons. If necessary, CASA also reserves the right to reclassify the Participant into a lower-level class upon his/her return.
- 7. Residence Visa / Changes due to Visa Registration
- (7.1) As soon as the Participant has received his/her residence visa, they must immediately inform CASA in writing.
- (7.2) If the residence visa is not available for the booked course, but for a later course starting date, a one-time re-registration can be made up to 14 days before the originally booked course. The prerequisite for this is a booking of the course at the standard price. For any subsequent postponement, due to delays with the visa (up to 14 days before the course start), the Participant will be charged a €100.00 administrative fee. Any further postponement will be charged the full amount under the usual terms of cancellation. In the case that the visa is not issued, CASA will refund the Participant the fees under the terms of the contract, minus an administration fee for the visa registration of €100.00, as well as any eventual additional costs for the postponement of the course, bank fees as well as postage fees.
- (7.3) It remains the Participant's responsibility to demonstrate to CASA, that the savings through his/her cancellation justify a much lower, or no processing/cancellation fee.

8. Storage of Data

The Participant consents to the electronic storage of his/her personal data. This data will be used only for the completion of contract information. CASA never makes private data available to third parties. Participants have the right to all information regarding his/her data stored with CASA. The Participant has the additional right to demand that data be blocked or deleted. As well, they can recall the inquiry, storage, processing or use of any personal data.

9. Liability

(9.1) CASA is liable for damages only in the case of deliberate, intentional malice or gross negligence. Further, CASA is liable for fundamental breach of essential contractual obligations (cardinal obligations), which violate the purposes of the contract, and on whose compliance

the contact partner may rely. In the case of negligent breach of essential obligations, CASA is only liable for the foreseeable contract damages.

(9.2) The above mentioned legal disclaimer excludes damages to health, body and life.

Liability, according to product damage laws, remains unaffected. Any exemption or limitations of liability which apply to CASA, also apply to their representatives, employees, consultants and vicarious third–party agents and suppliers.

10. Severability Clause

- (10.1) Should at any time, or for any reason, individual provisions of this contract become invalid or unenforceable; or at the conclusion of this contact become invalid or unenforceable, the remainder of the contract still remains intact and valid.
- (10.2) In the place of invalid or unenforceable provisions in this contract, the provisions which are still valid and enforceable shall occur, the effects of which come closest to the contract's objectives. The foregoing provisions shall apply correspondingly in the event that the contract proves to be incomplete.

11. Choice of Lawand Jurisdiction

- (11.1) As far as there are no contradictory mandatory regulations which deprive the Participant's rights in his/her home country, German law is applicable.
- (11.2) Legal venue is the domicile of CASA (Bremen, Germany) in the case that the Participant is not a consumer, but a merchant; or if after the end of the contract the Participant moves their habitual residence to a foreign country; or if the place of residence is not known at the time of institution of legal proceedings.

CASA - Internationale Sprachschule gemeinnützige GmbH, 12th September 2017