

General Terms and Conditions of speakeasy Schweiz GmbH

§ 1 General and Scope of Validity of Agreement

These General Terms and Conditions (Ts&Cs) apply to all business transactions between speakeasy Schweiz GmbH ("speakeasy") and our clients. The T&Cs are accepted by the customer when submitting an order and are valid for the entire duration of the business relationship. They also apply to future business transactions. Other terms & conditions of the client are only binding for us if we have expressly acknowledged them.

§ 2 Service Provider

The provider of all services is speakeasy Schweiz GmbH with its registered office in: Bahnhofstrasse 21, 6300 Zug, Tel: [+41 44 688 04 50](tel:+41446880450), info@speakeasy-zurich.ch, CHE-143.493.350

§ 3 Data Protection Policy

Speakeasy processes the personal data of its customers in accordance with the Privacy Policy, which can be accessed online.

§ 4 Language Teaching

The terms "teaching unit" and "teaching hour" refer to the usual 45-minute period as used in language schools. Courses can be combined and divided into teaching periods by agreement with the school. Courses at Speakeasy last one course month, i.e. exactly 4 weeks. This allows for an intuitive and fair system of month-by-month registration. Courses with a shorter duration are regularly offered at a discounted price. The course groups are small and typically consist of 8-14 participants.

§ 5 Enrolment for Language Classes

Customers can register for courses online (via the school's website) or in person at the language school during opening hours. When registering online, the customer can choose from the available course levels and course types offered on the speakeasy website. After choosing a course, the customer will be asked to enter personal data and click ""Book with obligatory payment"" in order to enroll for the course. Up to this point, the customer can check and change data at any time. The customer must confirm that they accept the Terms and Conditions and Privacy Policy in order to complete registration by ticking the appropriate box. After the customer has clicked on "book with payment", they will be redirected to speakeasy's online payment form. The course must be paid for in full to complete the registration. If this step is not completed, the registration is not considered valid and speakeasy is released from any obligation to the customer.

Upon completion of the registration process, the client will receive an email containing all course details and a link to the school's Terms and Conditions. The email itself is not proof of a completed registration -if no payment has been received and therefore the registration is not yet valid, the school will inform the client as soon as possible so that the payment process can be completed. A completed registration guarantees the customer participation in the course chosen for the month in question at the chosen language level. However, the school is not bound to the requested class time indicated in the confirmation email -under certain circumstances, e.g. due to too few participants starting a course at a certain time, speakeasy may change the class time. In this case, the customer will be informed of the changes. Speakeasy reserves the right to change face-to-face courses to online courses at short notice and to offer lessons online - or exclusively - should this be necessary, e.g. due

to a risk to the health of the participants that could arise from face-to-face courses. In the case of a conversion to online courses, it is the participant's responsibility to provide the necessary technical equipment to be able to participate in the online courses. A change to online courses does not entitle the participant to a refund of course fees or a postponement of the course. The contract can be found in this form of the General Terms and Conditions on the website. However, a separate copy of the specific agreement with the client will not be stored. The German and English languages are available for the contractual agreement.

§ 6 Participant Cancellation, Postponement and Refund Policy

Lessons which the customer is unable to attend will not be reimbursed. In this case, a claim for damages cannot be asserted either. A participant may postpone the course to a later date, provided that they notify speakeasy of their wish to postpone in writing no later than ten days before the start of the course. A course can only be postponed in its entirety; partial postponements are not possible. A participant may withdraw from a course subject to the following cancellation conditions: A 70% refund of course fees paid can be provided if a participant withdraws from the course at least ten days before the course starts. After this date, no fees can be refunded. Cancellation requests must be made in writing (letter or email) to the school no later than ten days prior to the start of the course, or if a participant wishes to postpone their course to a later month. Multi-month course enrolments are considered as one course when cancellation or postponement is requested, so the deadline of ten days before the start date of the first course also applies with regard to cancellation. Speakeasy always tries to ensure continuity with the same teacher during a course, but if this is not possible, a change of teacher does not constitute grounds for a refund of course fees. This applies to all types of teaching, including one-to-one and online teaching. Refund claims for overnight accommodation costs and language exams booked through speakeasy cannot be granted under any circumstances. Courses booked during a special promotional period are generally excluded from postponement and refund (except for the Early Bird Discount). The participant will be informed of these conditions in connection with the respective offer via the Speakeasy website.

§ 7 School Cancellation, postponement, public holidays and weather

In the extremely unlikely event of cancellation by the school, the participant is entitled to a refund or rescheduling to a later date. Further claims for damages cannot be made. Speakeasy reserves the right to change course dates and to cancel courses affected by low enrolment. All payments made in this case will be refunded. There are no further claims. Speakeasy is closed on public holidays in the federal state of Bavaria. Classes that fall on public holidays will not be made up. Courses take place regardless of the weather. Speakeasy reserves the right to change face-to-face courses to online courses at short notice and to offer lessons online - if necessary entirely online. A switch to online courses is not grounds for a refund of course fees.

§ 8 Liabilities, accident insurance, food & drink, and pets

Participants are responsible for their own insurance coverage. It is assumed that they have taken out adequate accident insurance. Speakeasy assumes no liability whatsoever. No liability is accepted for participants' personal belongings.

Food and drinks can be brought to Speakeasy. However, participants are responsible for disposing of their own waste. The school provides rubbish bins. The course room and other areas of Speakeasy are to be left clean - as they were found. Pets are only allowed in the school with the express permission of the school team.

§ 9 Visa Courses

Enrolment letter

An official Enrolment Confirmation Letter for Visa purposes can be provided upon successful registration and full payment of the course fees for a fee of 50 CHF. This confirmation letter will be sent by email. If a printed copy is requested, additional postage costs will be incurred depending on the destination. The Confirmation Letter is a legally binding document, which confirms the duration of the booked language course. Therefore, the participant must apply for a Visa based on the information provided. Should a participant need a new confirmation letter with different data, they must provide written proof of this from the relevant embassy. This proof must be received by Speakeasy ten days before the start of the course. A new letter of confirmation will cost an additional 50 CHF and, if applicable, shipping costs.

Postponement/ Rebooking

After registration it is possible to change the course once, but only if this is necessary due to a delay in the Visa approval process and is reported to the school at least ten days before the start of the course. To postpone a course, the participant must provide written proof from the relevant embassy that the Visa cannot be issued at the dates documented on the confirmation letter from Speakeasy. The course must start no later than 3 months after the original course start date. A course can only be rescheduled in its entirety - no partial rescheduling can be undertaken.

Refunds / cancellation

A refund of up to 70% of the total course fee (less any bank charges) is only possible upon presentation of a letter of refusal from the relevant Visa Authority. Under no other circumstances can a refund be granted. The rejection letter must be included with the refund request. The withdrawal of a Visa Application does not constitute a refusal. A notice of withdrawal does not constitute grounds for a refund. Refund claims received later than 12 months after the original payment date cannot be accepted. If a refund is possible, the amount will be refunded no later than 4-6 weeks after receipt of the valid refund request. Refunds for parts of the booked course are not possible.

§ 10 One-to-one Lessons

Payment

Customers can choose between different lesson packages, with lessons of 60 minutes each or 90 minutes each. Registration is not complete until payment has been received and no lessons can be scheduled without payment.

Scheduling lessons

Lesson schedules are based on the customer's preference, subject to teacher availability and a minimum of 60 minutes per lesson.

Ticket Validity

One-to-one lesson tickets are valid for 6 months. The customer must request the school's approval by email if a more extensive pause or period of validity is required.

Cancellation, postponement, and refund policy

A financial refund of paid one-to-one lesson times is not possible, only a rescheduling of the appointment if the information about the rescheduling request takes place in writing at least 1 working day before the respective appointment. Cancellations or rescheduling requested thereafter will be subject to a charge, i.e. the cost will be deducted from the client's lesson package. Partial refunds cannot be granted. Trial lessons can be provided for one-to-one tuition but are subject to a charge. Only one trial lesson can be booked per person. Speakeasy reserves the right to change face-to-face courses to online courses at short notice and to offer lessons online - if necessary, also exclusively. A change to online courses is no reason for a refund of course fees.

§ 11 Preparatory Courses with telc Examinations

If the customer books a preparation course followed by a telc examination, the terms and conditions of the separate distance learning contract shall apply instead of these General Terms and Conditions.

If the customer books only a telc examination without a preparatory course, the following provisions shall apply:

Registration

Speakeasy is a licensed telc Examination Centre and offers telc examinations. Registration is only possible until Thursday, 1 p.m., two weeks before the examination date at the latest. Late registration is only possible if there are free places and on payment of a late registration fee of 30 CHF. Registration is only binding once the registration form has been completed and all fees have been paid in full. Once registration has been completed, the examination date and level can no longer be changed.

Declaration of exam procedures

Once a customer has registered, 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 a customer has not received an email notification at least 3 days before the exam date, the customer is then obligated and responsible for contacting the examination centre out of his own initiative and to enquire about the starting time of their exam. The examination centre takes no responsibility if an email notification is not received and explicitly stresses the customer's responsibility to be informed about the start time of their exam. Participation in the examination is only possible when the customer arrives for the examination on time and can provide a valid passport or identification card.

Exclusion from the examination and telc examination regulations

The use of electronic devices or other means and/or aids during the examination is expressly prohibited. The use of these or the attempt to deceive in any way will lead to immediate exclusion from the examination. There is no right to compensation.

The telc Examination Regulations (<https://www.telc.net/agb.html>) apply to the examination day. During the self-study preparation course, the client will receive all necessary information on the telc Examination Regulations for the examination day. On the day of the examination itself, the participant will be informed once again about all the rules and regulations of the telc Examination Regulations before the examination begins.

Refunds

Once paid, examination fees 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. Once paid for, the examination date cannot be changed, e.g. postponements are not possible.

Notification of exam results

The results will arrive at the examination centre approximately six weeks after the examination. The participant will be informed immediately of his/her results and can collect their results in person. If a result is received late, there is no entitlement to compensation. Speakeasy accepts no liability for incorrectly issued certificates, e.g. spelling mistakes in names.

§ 12 Money-back-guarantee

The money-back-guarantee applies exclusively to new customers, i.e. people attending a course at speakeasy for the first time, and for in-person courses at the respective speakeasy locations. Visa-relevant courses are also excluded from this. Whether it is a visa-relevant course is defined by whether a so-called "enrollment letter" has been requested and issued by us, which is necessary for applying for a visa. Any booking of online courses, telc examinations and private lessons are also excluded.

In order to make use of the money-back guarantee, the participant must have attended all course days of the respective course in the first week of the course and must have notified us of his/her claim to the money-back guarantee by the Friday of the first week of the course by sending us an e-mail with a brief explanation of the reason for claiming the money-back guarantee.

If the requirements are met, we will refund the full amount of the booking related to this course within 2 weeks. Amounts from other bookings will not be refunded.

§ 13 Right of withdrawal

For bookings of classroom or online courses as well as telc examinations without a preparation course the customer has no right of withdrawal. In each case, these are strictly capacity-limited services that take place in a specific period of time.

§ 14 Amendments, Supplementary Agreements and Severability Clause

If the customer enters into agreements with the contract holder which deviate from the GTCs or if they agree on amendments, supplements or ancillary agreements to the agreements made, these must be in writing in order to be valid. If individual provisions of these GTCs have not become part of the contract in whole or in part or are ineffective, the contract shall otherwise remain effective. In this case, the content of the contract shall be governed by the statutory provisions.

§ 15 Applicable Law and place of Jurisdiction

The contractual relationship and other business relations between us and the customer shall be governed exclusively by Swiss law to the exclusion of the international law on the sale of goods. As far as permissible, the exclusive place of jurisdiction for all disputes shall be Zurich, Switzerland.

§ 16 Alternative dispute resolution in consumer matters

Speakeasy is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.