

GENERAL TERMS AND CONDITIONS OF THE BERLITZ SCHOOLS OF LANGUAGES AG

All expressions relating to personal data refer equally to men and women.

1. Validity of standard terms and conditions

1.1. The following general terms and conditions ("GTC") of The Berlitz Schools of Languages AG, registered company ZH CH-020.3.903.273-3 (hereinafter "Berlitz"), shall apply as a binding basis for all contractual relationships between Berlitz and the consumers and entrepreneurs who make use of products and services offered by Berlitz (hereinafter also referred to jointly as "users" or "customers"). When a contract is concluded via the Internet services of Berlitz at www.berlitz.ch, these terms and conditions are accepted by the user, particularly when the corresponding buttons are clicked. A "consumer" is defined as any natural person who enters into a legal transaction for a purpose that does not correspond with their independent professional work. An "entrepreneur" is defined as any natural person, legal person or business partnership who or which in entering into a legal transaction does so in exercise of his or its trade, business or profession. Regulations of these GTC which are expressly designated as applying to entrepreneurs shall not apply to consumers.

1.2. Certain services and/or products offered by Berlitz can be subject to separate contractual and/or registration conditions as a result of which the regulations of these GTC are supplemented. These are referred to separately as applicable in connection with a given service or product. Such separate, special conditions which vary from these GTC shall take precedence over the regulations of these GTC.

1.3. The contract partner is The Berlitz Schools of Languages AG, ZH CH-020.3.903.273-3 unless another contract partner is expressly designated in special offers.

1.4. The contract language is German respectively French.

1.5. Conditions of purchase and other terms and conditions of commercial customers shall only apply if and insofar as their validity has been explicitly recognized by Berlitz in writing.

1.6. These terms and conditions are available in different languages. In the event of any inconsistencies between the German version of the terms & conditions and any of the official translations, the German version has priority.

2. General contractual basis

2.1. A customer concluding a contract with Berlitz for a participant in the capacity of legal guardian acknowledges and agrees that any contractual provisions shall apply correspondingly for the participant. In particular, the customer agrees that Berlitz's supervisory duties apply only between the beginning and end of the provision of services. The legal guardian is, therefore, responsible for taking and collecting the participants to and from the place of fulfillment punctually. Berlitz is not liable for any damages resulting from the failure to perform these obligations by the legal

guardians. Express reference is made to Berlitz's right of exclusion in case of self-endangerment, damage to others or property, or disturbing behavior; the legal guardian is obliged to be reachable at any time during the provision of services and to always be prepared to collect their charges if required.

2.2. The Berlitz webshop at www.berlitz.ch is aimed exclusively at users residing or domiciled in Switzerland. Berlitz saves the order and the order data entered. Customers can access the order and terms & conditions via the confirmation email they receive. The customer also has the option to print both the order and the terms & conditions before sending the order to Berlitz.

2.3. Furthermore, beyond the online order option via www.berlitz.ch, a customer can also conclude a Berlitz instruction contract by signing one in a Berlitz center or sending the signed contract to a Berlitz center by mail, fax or email, whereby this contract is provided by Berlitz and likewise provides for exclusive application of these GTC. Written instruction contracts state and describe the course or service being booked.

2.4. Times and appointments stated by Berlitz are agreed subject to availability of appropriate instructors. If an instructor is unable to keep an appointment, Berlitz shall try to find a substitute. Customers do not have the right to be taught by a particular instructor. If lessons or programs are missed, Berlitz shall offer substitute lessons and programs accordingly. Berlitz agrees that if this is not possible in a particular case, Berlitz shall notify the customer at once and upon completion of the program reimburse the customer for any and all lessons that have been paid for but not completed. A change of instructor can be part of the Berlitz method and does not entitle the customer to withdraw from the contract or cancel it.

2.5. Berlitz commits itself to conducting a thorough needs analysis and providing a goal-oriented training plan, but is not liable for the non-achievement of specific learning and training goals, as this depends especially on the appropriate participation of the customer or participant as well as on his/her personal learning abilities which are outside of Berlitz's sphere of influence. Berlitz is not liable if the customer fails to achieve a particular level of learning and educational success. The statements by Berlitz about the lessons needed to achieve a particular instructional objective are based on many years of experience and can differ from what is actually required in individual cases.

3. Consumer withdrawal rights for distance selling contracts and for contracts concluded outside of business premises

Information on right of withdrawal

Right of withdrawal

You are entitled to withdraw from this contract within 14 days without stating any reason. The withdrawal period is 14 days from the date the contract was signed.

To exercise your right of withdrawal, you must inform us (The Berlitz Schools of Languages AG, 8001 Zürich, Theaterstrasse 12, Tel: 0041/254 20 70, shop-cancellation@berlitz.ch) of your decision to withdraw from this contract in a clearly-worded declaration (e.g. by letter, fax or email). You may use the enclosed model withdrawal form for this purpose, however this is not obligatory. You also have the option of electronically filling in and submitting the model withdrawal form or any other clearly-worded declaration on our website, www.berlitz.ch. If you use this option, we will immediately send you confirmation (e.g. by email) of receipt of your declaration of withdrawal.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We shall carry out such reimbursement using the same means of payment as that used by you for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you ask for the performance of services to begin during the withdrawal period, you shall pay us an amount which is in proportion to the services provided up to the point when you communicated to us your withdrawal from this contract, measured against the full scope of the contract.

The right of withdrawal applies only to consumers and not to entrepreneurs. Moreover, this right of withdrawal applies to consumers only in the context of contracts concluded outside of business premises and so-called distance contracts, i.e. contracts which are negotiated and concluded between the entrepreneur or someone acting in his/her name or on his/her instructions and the consumer exclusively using means of distance communication, unless the contract is not concluded in the context of an organized distance sales or service-provision scheme. Means of distance communication are all means of communication which can be used to initiate or conclude a contract without the simultaneous physical presence of the contracting parties, including but not limited to: letters, catalogs, telephone calls, faxes, emails, mobile text messages (SMS), radio and television.

(Sample withdrawal form)

for customers with respect to distance contracts and agreements concluded off-premises

(If you wish to withdraw from this contract, please complete this form and return it to us.)

To
The Berlitz Schools of Languages AG
Theaterstrasse 12
8001 Zürich,

Tel: 0041/254 20 70
E-Mail: shop-cancellation@berlitz.ch

- I/We hereby give notice that I/we (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

- Ordered on (*)/received on (*)

- Name of consumer(s)

- Address of consumer(s)

- Signature of consumer(s) (only if this form is delivered in paper form)

- Date

_____ (*) Delete as appropriate.

4. Statements of prices and payment conditions

4.1. Berlitz services and products are charged at the prices that applied when the order was placed.

4.2. The prices stated on www.berlitz.ch and in Berlitz catalogs are final prices and include statutory value added tax insofar as this tax is chargeable for the service or product in question. Face-to-face language instruction is exempt from value added tax in Switzerland meaning no value added tax is charged in this case.

4.3. Payments are due within 14 days after concluding the contract, but no later than the commencement of service.

4.4. Payment in the online shop can be made by bank transfer or by credit card. Payment for products or services booked via a Berlitz center can be made by bank transfer or in cash. Payment processing is handled by SIX Payment Services (Germany) GmbH, Langenhörner Chaussee 92-94, 22415 Hamburg, using the platform SaferpayTM.

4.5. In the event of a delay in payment (even partial), all the resulting costs required for the purpose of prosecution, reminder and collection expenses, and the statutory default interest are deemed as agreed.

5. Liability

5.1. Berlitz shall only be liable for compensation for damages in cases of willful intent or gross negligence; however, Berlitz is also liable for negligent breach of essential contractual duties (cardinal duties), i.e. those duties for which a breach would endanger achievement of the purpose of the contract and with which the other party to the contract can normally rely upon being complied. However, in the case of a negligent breach of cardinal duties, Berlitz shall only be liable for foreseeable damages which are typical for this type of contract.

5.2. The above exclusions of liability shall not apply in case of loss of human life, bodily injury or damage to health. The provision of the Swiss Product Liability Act shall remain unaffected by this clause. Exclusion or limitation of the liability of Berlitz shall also apply to the personal liability of its legal representatives, employees and other agents.

6. Advertising

Customer data is stored when the contract is concluded in particular for the purpose of contract execution and is saved for the period of time prescribed by statutory regulations. Attention is drawn to the privacy statement of the web shop. With the exception of any compulsory transmission required by law, data is transferred only to a credit card company or the shipping company in the case of materials that are delivered by post. Berlitz uses and processes the personal data of each customer for its own promotional purposes by sending the customer information about goods or services which are similar to those already ordered or booked by the customer. The customer may revoke permission to this use of his or her data at any time by sending an email with subject line "data protection" to dataprotection@berlitz.ch. The customer's data shall then be deleted.

7. Technical prerequisites to take part in tuition via "Berlitz Virtual Classroom"

The customer is personally responsible for fulfilling the technical requirements with respect to hardware and software as well as any other technical equipment required for participating in virtual forms of training at his or her own expense. Berlitz provides only information on the necessary technical requirements in good time. Lessons that cannot be taken as a result of technical defects on the part of the customer must be paid without exception.

8. Exclusion in case of disruptive behavior

Berlitz reserves the right to exclude customers / participants from the lesson and also from the remaining course program if they disrupt the lesson in such a way that contract compliant training for other customers / participants becomes impossible. In this case, tuition fees paid for unused lessons will be refunded by Berlitz.

9. Final provisions

The law of the Federal Republic of Switzerland shall apply to the exclusion of the UN convention on the International Sale of Goods (CISG). The area of jurisdiction is Berlitz's headquarters, i.e. Zurich, unless another court is legally obliged to take responsibility. All amendments and additions to the contract must be in writing. A cancellation thereof also requires the written form. Should one of the above provisions be or become ineffective, the validity of the remaining provisions is not affected.

10. Special conditions for face-to-face tuition and the Berlitz Virtual Classroom

10.1. A lesson has a duration of 40 minutes. Each lesson is followed by a five minute break. The customer agrees that an educational specialist employed by Berlitz may visit a lesson for the purposes of quality control. Berlitz imposes a service charge of maximum 90.00 CHF for each individual tuition contract for personnel and administrative expenses. The contract duration is determined in individual contracts. Once the contractually agreed contract period expires, Berlitz is exempted of its contractual obligations. If a customer continues to take lessons beyond the agreed lesson duration, this is considered as an extension of the contract payable in accordance with the currently valid contractual conditions.

10.2. Private Instruction

10.2.1. Private Instruction - Classic / Total Immersion

The customer's individual instruction schedule is drawn up by the customer and the management or reception desk of the Berlitz center, and not between the customer and the instructors. If the customer is unable to attend a lesson that has been scheduled, the customer is obliged to notify the Berlitz center by latest 2pm on the day before the scheduled lesson. If this lesson is to be held on a Monday, the customer must provide notification to this effect by latest 2pm on the Friday before. In the case of Total Immersion, non-participation in the course must be communicated to the Reception at the Berlitz center no later than 2 p.m. three working days before the scheduled lessons - if the customer is unable to attend classes on a Monday, the center must receive this information by 2 p.m. on the preceding Wednesday at the latest. In the case of a lesson via Berlitz Virtual Classroom, notification of inability to attend must be received by latest 1pm on the previous day. Saturdays, Good Friday, 24.12. and 31.12. do not count as working days. Lessons that are not cancelled by the customer, or cancelled only after this period expires, must be paid without exception.

10.2.2. Individual Instruction - Berlitz Happy Hour

The Berlitz Happy Hour contract is an individual agreement specified with the customer. Once the contractually agreed contract period expires, Berlitz is exempted of its contractual obligations. Classes are held in accordance with the lesson plan, which is agreed in advance. In the case of Berlitz Happy Hour, rescheduling is only possible within the specified Berlitz Happy Hour times. These times should be requested in each Berlitz Center. For the latest cancellation time of lesson appointments see § 10.2.1. (Individual Instruction - Classic)

10.3. Group Instruction

Group training takes place on fixed dates. After consultation and in agreement with the course participant, Berlitz may move a customer into another group for pedagogical reasons if this is deemed to improve the learning progress of the whole group or of the individual customer.

Minimum number of participants in a group:

Each group has a minimum number of participants. If this number is not reached, the number of lessons required is reduced whilst the payment conditions remain unchanged (flexible lesson adjustment). The customer consents to this procedure.

The group courses are classified as follows:

Semi-Privat:

2-3 Participants: 50 lessons
1 Participant: 30 lessons PL* or CP**

Semi-Privat:

2-3 Participants: 40 lessons
1 Participant: 24 lessons PL* or CP**

Workshops:

4-6 Participants: 16 lessons
3 Participants: 14 lessons
2 Participants: 12 lessons
1 Participant: CP**

Small Groups:

4-6 Participants: 60 lessons
3 Participants: 48 lessons
2 Participants: 40 lessons
1 Participant: 18 lessons PL* or CP**

Virtual Intensive Group:

3-5 Participants: 60 lessons
2 Participants: 48 lessons
1 Participant: 22 lessons PL* or CP**

Berlitz Class:

7-10 Participants: 80 lessons
5-6 Participants: 64 lessons
3-4 Participants: 50 lessons
1-2 Participants: CP**

Kids & Teens Courses:

4-6 Participants: 15 lessons
2-3 Participants: 12 lessons
1 Participant: CP**

* PL = private lesson

** CP = course postponement

In the case of courses with different numbers of lessons the alignment is in accordance with this guideline.

Berlitz is entitled to dissolve a group or reduce the number of hours of group instruction if the minimum number of participants is not reached. If Berlitz dissolves a group, Berlitz is obliged to return the fees paid for lessons that were not held.

10.4. Corporate Group

The group size for face-to-face language tuition shall not exceed 10 participants. For group tuition via "Berlitz Virtual Classroom" the group size shall not exceed 6 participants. The conditions regulated by item 10.2.1. (Private Instruction Classic) apply to the entire company internal group.

11. Terminations / cancellations

If a customer fails to meet his payment obligations and falls accordingly into arrears, Berlitz is entitled to terminate the agreement without notice. All terminations must be in written form.

11.1. Private Instruction

The instruction programs listed in item 10.2.1 and 10.2.2 can be cancelled in writing at the latest by 2pm on the day before the scheduled lesson respectively three working days before for Total Immersion or, in the case of instruction in the Berlitz Virtual Classroom, at the latest by 1pm on the day before the scheduled lesson.

11.2. Group Instruction

Cancellation of face-to-face group tuition is free of charge if it is made in writing at least 4 weeks before instruction begins. If the cancellation notice for a group course is received at a later date but before the first lesson begins, a cancellation fee of 20% of the instruction fee shall be charged. If the cancellation notice for a crash course (at least 20 lessons per week) is received at a later time, but at least 5 days before the first lesson begins, the cancellation fee shall be 50% of the instruction fee; otherwise, if the cancellation notice is received before the first lesson begins the cancellation fee shall be 70% of the instruction fee. The customer shall have the right to prove to Berlitz that the expenses saved by the cancellation provide justification for a significantly lower cancellation fee or for no cancellation fee. For face-to-face group courses which have already commenced, the following applies: If the customer is unable to take part in a lesson (for example due to illness, holiday or professional obligations), the instruction fees must be paid. The contract can be cancelled with a notice period of 4 weeks effective at the end of a month but at the earliest after the first four weeks of the course.

11.3. eBerlitz

Licenses in the e-learning product segment can only be terminated within 30 days of the customer receiving the access data and only if the license has not been used. The right of Berlitz or the customer to terminate immediately for good reason shall not be affected by this. Private instruction by telephone can be cancelled pursuant to section 11.1.

An introductory orientation lesson which is scheduled with the customer takes place before the start of group tuition via "Berlitz Virtual Classroom". Cancellation of group tuition via "Berlitz Virtual Classroom" is free of charge up to one day before the introductory orientation lesson takes place.

12. Reimbursement claims

The customer may demand reimbursement of course fees for lessons that have been paid for but have not been taken. This applies to lessons which would have had to be taken after expiry of the cancellation deadline. Separate or differing written agreements between the customer and Berlitz are possible. Reimbursement of fees for lessons that have been paid for but have not been taken is excluded after expiry of the statutory limitations period. Reimbursement of the costs for teaching materials that have been paid for and delivered and reimbursements of service charges shall also be excluded.

13. Special conditions for training in the area of intercultural competence and leadership/management competence

13.1. Transferring and cancellation

Transfers and cancellations are only valid in writing. The customer can transfer free of charge to a comparable Berlitz seminar up to 6 weeks before training commences, provided the transfer is not unreasonable for Berlitz because of operational reasons. Courses can also be cancelled free of charge up to 6 weeks before they begin. For cancellations up to 14 days before the seminar starts, a cancellation fee corresponding to 50% of the contract amount is due. For later cancellations, the entire fee is charged. The customer is at liberty to provide proof that the losses caused to Berlitz by his/her cancellation justify a much lower cancellation fee or no cancellation fees.

13.2. Cancellation of a seminar

Berlitz reserves the right to cancel any seminar due to a speaker cancellation. Berlitz shall undertake to inform the participants of cancellation without delay. In the event of a cancellation, Berlitz will reimburse the fees that have already been paid.

14. Special conditions for Berlitz e-learning, blended learning and private instruction via telephone

14.1. General

In this product segment, Berlitz offers courses which are conducted by telephone and/or via the Internet (also called "services" in this section).

14.2. Participants

When placing an order, the customer states the names of the participants and assures Berlitz that these persons are aware of these GTC and shall adhere to them. The customer also expressly agrees to protect all access data and passwords in the customer area in such a way that unauthorized use of Berlitz services by third parties is impossible. Only those persons who are assigned a user name and a personal password shall be granted access to an online service. Berlitz does not grant its customers reimbursement for any licenses that are rarely used or not used at all.

14.3. Duration of the training, license and online audit

Once a contract has been signed or a purchase has been made in the online shop and payment has been made, the customer receives an e-learning/blended learning license which shall be valid only for the duration of the course booked in the relevant contract. In the case of private instruction via telephone, the lessons must be taken by the latest 31. December of the following year after the license was purchased. Berlitz and Berlitz customers shall strive to ensure that the courses take place in a time period which corresponds to the pedagogical recommendation made by Berlitz.

Before an online training course commences, an online audit (an online placement test) must be completed. Upon completion the level, goals and relevant professional content of the training shall be stipulated for each participant. The duration of the online audit is approximately 30 minutes.

14.4. Changes to the contract, reorganization of the course

Reorganization of telephone courses (change of course contents, of language or other similar changes) or the assignment of course units to another course participant is possible at any time at the customer's request. Such a change is charged to the customer for the equivalent value of two telephone lessons. A license can only be transferred to another participant within 30 days of the original participant being issued with the license. This is provided that the original participant has not yet completed the online audit or used the license

14.5. Responsibility for technical prerequisites

Every participant is responsible for having the use of a computer and telephone connection that are in good working order and for keeping them properly serviced. Each participant shall bear the cost for the Internet connection needed to access Berlitz services. Berlitz accepts no warranty whatsoever that the services offered by Berlitz can actually be used with the computer or telephone of the participant.

14.6. Terms of payment

The price of telephone courses that have been booked through the NetPlanning organizational platform covers the costs of telephone calls to land line connections in the countries listed at http://www.berlitz.de/upload/pdfs/countries_telephone.pdf. Skype can be used free of charge for all other countries. The customer shall be invoiced for any additional costs arising for courses in other regions or countries. These additional costs shall be calculated in accordance with the rates charged by the relevant telephone provider used by Berlitz and shall be stated on the Berlitz cost estimates and invoices. Interim changes in these rates shall be passed on to the customer.

In the event of a default in payment, Berlitz can suspend continuation of all ongoing orders without prejudice to the exercise of any other rights.

14.7. Courses via internet (e-learning and/or blended learning) – system requirements

The customer and its participants can access their course program 24 hours per day and 7 days per week through the Internet with their user name and personal password from any computer that is equipped with Internet access, the software Flash Player Version 10.3 or higher (for CyberTeachers Live Version 11.2 or higher), any of the web browsers Internet Explorer 8 or higher, Firefox 3 or higher, Chrome 9 or higher, Safari 4 or higher, Edge 20 or higher, and the operating systems Windows XP, Vista, Seven, 8, 8.1, 10, or Mac OS X 10.4 or higher. The Berlitz programs do not work or work only with restrictions using the Netscape browser. The customer's computer must also be equipped with a sound card (Sound Blaster® compatible), earphones or a loudspeaker, and a microphone to ensure ideal use, in particular of multimedia functions. The network connectivity must meet the following requirements: 512 Kbits/s or higher, network ports: TCP 80, 443. Regarding the hardware the following requirements must be satisfied: CPU: Processor speed 1.5 GHz or higher, memory: 512MB or higher, display resolution: 1024 x 768 or higher, soundcard and headset with microphone. The customer shall assume responsibility for the necessary technical equipment for all participants that he/she registers.

Under no circumstances whatsoever can Berlitz or any of its agents be held responsible for the functional operation and maintenance of the computers in use and/or provision of computers which are properly equipped to follow the course through the Internet. The costs for the internet connection required to use the online language audit classification test, NetPlanning, courses through the Internet and/or the Online ReTest shall be solely borne by the customer.

The online training courses which Berlitz offers via the internet can require the participant to call up external websites or links which are not under the jurisdiction of Berlitz. Berlitz cannot be held responsible for any financial losses or other damage sustained by the customer or its participants when they leave the didactic context of the Berlitz service platform.

In the case of an interrupted connection for more than 48 hours on work days for which Berlitz bears responsibility, the service can be extended at the request of the customer for a corresponding period of time if the customer can prove this interruption occurred.

14.8. Organization of individual instruction via telephone

Telephone lessons last 30 minutes each, and are available 24 hours a day from Monday to Sunday (English) or Monday to Friday from 7 a.m. to 9 p.m. (German, French, Spanish, Italian), and always start on the hour or half hour (e.g. 7 a.m., 7:30 a.m., 8 a.m. etc.). Participants shall plan their courses themselves using the "NetPlanning" reservation platform provided by Berlitz. Telephone courses can be taken either by telephone or via Skype.

If the participant wishes to take lessons via Skype, he/she shall provide his/her Skype ID when making the lesson reservation. The participant shall confirm the Skype contact in order for the course instructor to contact the participant at the agreed time. If the participant wishes to take lessons via telephone, the course instructor shall call the participant using the landline connection specified in the reservation placed in NetPlanning. Under no circumstances may the participant call his or her instructor by telephone. Berlitz does not provide a telephone connection in order for a participant to take lessons via telephone. All customers shall be responsible for ensuring that the telephone systems they use for telephone courses are in good working order. If the customer is unable to participate, then he/she must cancel his/her reservation at least 6 hours before the originally agreed start of the lesson. This cancellation may only be made via the NetPlanning reservation platform. If this cancellation is not made at least 6 hours before the course start, or if a course is aborted after it has begun, then this course unit shall be deemed to have been delivered and shall be charged the customer accordingly. In this case, an email with notification that the course unit has been charged shall be sent to the participant.

15. Special conditions for examinations and certificates

Where Berlitz is solely responsible for preparing for a test/certificate, reference is expressly made to the fact that in this case the customer him/herself is responsible for the organization etc. of the test or the examination required for the certification at the relevant institution. If Berlitz is responsible for conducting an exam or a test, the customer has the option to withdraw within 7 working days (excluding Saturday) before the date of the exam / test for a service charge of 10% of the examination fee, but with a minimum charge of 60.00 CHF. Amounts already paid for examination or testing fees will be refunded. In addition to point 2.4., Berlitz is explicitly not responsible in any way for the successful completion of a test / examination or for successfully achieving a certificate.

16. Special conditions for Berlitz Study Abroad programs

The customer acknowledges and accepts that the extent of language teaching in the context of a Berlitz Study Abroad program complies with conditions at the local lesson location and can, therefore, deviate from the conditions which apply in Switzerland, without affecting the price.

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