GENERAL TERMS AND CONDITIONS AND CUSTOMER INFORMATION

of Goethe-Institut e.V., Oskar-von-Miller-Ring 18, 80333 Munich, Germany ('Goethe-Institut' or 'we') for the booking of courses, examinations and other services, and for the purchase of goods.

Note: Any and all references to persons apply to all genders.

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1. SCOPE

The following General Terms and Conditions ('GTC') apply to all contractual relationships between the Goethe-Institut and consumers or business customers ('customers', 'course participants', 'exam takers' or 'you') who order paid products from the Goethe-Institut (booking of courses in all available formats, examinations and other services, and purchases of goods). The Terms of Use apply to the free services on the goethe.de website. If the business customer uses conflicting or supplementary general terms and conditions, their validity is hereby objected to; they shall only become part of the contract if we have expressly agreed to them.

2. CONCLUSION OF CONTRACT

a. Conclusion of contract via our website

By placing products (courses, examinations and goods) on our website, we make a binding offer to conclude a contract for these items. You can rectify your entries at any time before submitting your binding order by using the rectification aids provided and explained in the order process. The contract is concluded when you accept the offer for the products contained in the shopping basket by clicking on the order button. Directly after sending the order, you will also receive a confirmation by email.

The languages available for the conclusion of the contract are,

- for courses and examinations offered by institutes in Germany and Austria: German, English, French, Italian, Spanish, Portuguese (Brazil), Russian, Turkish, Chinese
- for courses and examinations at Goethe Institutes in other countries: German and the national language
- Further training courses for teachers: German and the national language

We save the text of the contract and send you the order data and our GTC by email. For security reasons, the contract text is then no longer accessible via the Internet.

b. Conclusion of contract outside our website

You can also register for our courses and examinations using the registration form. You can obtain the application forms from the Goethe-Institut in person or via the Internet. You will be informed of the specific registration options available to you in the registration form, or in the product description on the Internet.

(1) Conclusion of contract by fax or post

Insofar as there is a respective registration option, the completed registration form can be returned by fax or post to the respective application recipient shown on the registration form.

The local Goethe-Institut shall decide on participation. The current course and examination dates and registration deadlines can be found on the registration forms or in the product description on the Internet. Only those registrations that are submitted in the correct form, within the specified deadline will be considered, subject to availability of places. As a rule, the chronological order of registration is decisive for this.

The decision regarding your participation will be communicated to you in text form within seven days of receipt of the registration form. Any entitlement to participate in the course or the examination only arises upon receipt of the confirmation in text form. Prospective parties who are not admitted to participate will be informed of the decision in text form without delay.

(2) Conclusion of contract by email

Insofar as there is a respective registration option, the completed registration form can be returned by email to the respective application recipient shown on the registration form. Alternatively, registration can also be made by submitting a corresponding participation request by email or telephone, provided that the recipient of the application confirms acceptance.

By sending the completed registration form or by submitting the respective participation request, you are submitting a legally binding offer to conclude a contract for the product. The decision regarding your participation will be communicated to you in text form within seven days of

receipt of the registration form or request. In the event of admission, the contract shall thereby be concluded. Any entitlement to participate in the course or the examination only arises upon receipt of the confirmation in text form. Prospective parties who are not admitted to participate will be informed of the decision in text form without delay.

Sec. 2 b. (1) para. 2 shall apply accordingly.

(3) Conclusion of contract upon registration in person

The Goethe-Institut will provide information about current course and examination dates and registration deadlines. Only those registrations that are submitted in the correct form, within the specified deadline will be considered, subject to availability of places. As a rule, the chronological order of registration is decisive for this.

The Goethe-Institut will decide on participation in courses and examinations. There is no entitlement to participate in the course or the examination.

3. CONTRACTUAL AND WITHDRAWAL RESERVATION

The contract is subject to the reservation that,

- for all courses: the information provided in the registration form meets the admission requirements specified in the course description and you have reached the minimum age specified in the course description by the start of the course.
- in the case of further training courses for teachers: the admission requirements stated on the website (in particular, the required teaching experience) are met.
- for group courses and group examinations: the minimum number of participants specified in the respective product description is reached.
- the (online) placement test required in the product description (hereinafter referred to as 'placement test') is completed in good time.
- in the case of examinations: the participant fulfils the participation requirements in accordance with Section 3 of the respective Examination Regulations of the Goethe-Institut.
- for children's and youth courses: registration has been made exclusively by the authorised representative(s) as contractual partner(s) and all necessary declarations and/or consents have been provided to the Goethe-Institut in text form (e.g. by email or fax) after registration.

If a contract becomes invalid due to a contractual reservation (condition subsequent), the course, or examination fee, will be refunded.

With regard to examinations, booking by third parties acting in a commercial capacity is prohibited if the aim is to secure multiple examination places and pass these on to participants in return for payment. In cases where there is reasonable suspicion of such misuse, we reserve the right to withdraw from the contract and block access to further attempts to book examinations. There is no entitlement to subsequent data rectification in such cases of misuse.

4. PRICES

For **courses and examinations**, the prices stated at the time of registration apply.

Shipping costs may be added to the stated **prices of the goods**. You can find more details about the shipping costs with the products.

5. PAYMENT

Payment can be made using the payment methods offered on the agreed payment date. There is no entitlement to the use of a particular means of payment.

6. SPECIAL CONDITIONS FOR PARTICIPATION IN COURSES AND EXAMINATIONS

a. Course groups

For quality reasons, participants in a Goethe-Institut language course must have as similar a language level as possible. This is ensured for new customers as follows:

For courses offered by Goethe Institutes in Germany and Austria:

After booking, a placement test is required, which must be completed within the period specified in the product description. The fee is included in the course price.

For courses offered by institutes outside Germany and Austria:

For courses offered by institutes outside Germany, the following procedures apply depending on the course and location:

- *Placement test before enrolment:*
  Before booking, a placement test is usually required, which is subject to a fee. The result determines the appropriate course. The test fee will be deducted from the course price.

- *Booking without placement test:*
  Alternatively, a course can be booked directly.
  The teacher will assess the language level at the beginning of the course. If not, a reclassification by the teacher or a subsequent placement test will be required.

- *Course times for new students:*
  Course times may vary depending on the level of courses offered by institutes outside Germany and Austria. If a reclassification necessitates a change of course and no feasible course time can be found, a full refund will be issued.

You can find detailed information on the process applicable to you in the respective product description.

b. Rebooking and withdrawal from courses and examinations

A rebooking of a course (e.g. change of course date) is only possible in exceptional cases and with the consent of the Goethe-Institut. Unless otherwise agreed, a cost contribution in the following amount is due for each rebooking:

Cost Contribution for Rebookings

Courses offered by institutes outside Germany and Austria	5 % of the course fee
Courses offered by institutes in Germany and Austria	Rebooking fee of € 60; exception for face-to-face courses: the first rebooking due to a negative visa decision is free of charge, provided that the participant provides the relevant proof; exception for further training courses: rebooking is free of charge.

Unless otherwise agreed, the rebooking of an examination is only possible in exceptional cases and with the consent of the Goethe-Institut.

The course or exam taker can withdraw from the booking in text form (in writing, by fax or email) in accordance with the following conditions:

Contribution to Costs in Case of Withdrawal

Withdrawal from...	*Courses offered by institutes outside Germany and Austria*	*Courses offered by institutes in Germany and Austria*	*Examinations*
up to 4 weeks before the start	10 % of the course fee	15 % of the course fee	100 % of the examination fee
up to 1 week before the start	20 % of the course fee	30 % of the course fee, minimum € 160	100 % of the examination fee
up to 1 day before the start	30 % of the course fee	50 % of the course fee, minimum € 160	100 % of the examination fee
after start	100 % of the course fee	100 % of the course fee	100 % of the examination fee

The date of receipt of the notice of withdrawal by the Goethe-Institut shall be decisive for meeting the deadline.

The course participant may withdraw from any booked accommodation services free of charge 4 weeks before the start of the course. A later withdrawal is excluded. The rent must be paid in full – even if the accommodation is not used – if we are unable to sublet the accommodation for the booked rental period.

The course or exam taker is free to prove that we have incurred no or less damage in the case of all rebookings and withdrawals.

Any national statutory provisions of a mandatory nature shall remain unaffected by this clause.

c. Due date and payment

The respective fee **(course and/or examination fee)** is due for payment in full at the time stated in the invoice. This also applies to so-called blended learning products. Blended learning products are products that, according to the product description, consist of both face-to-face (courses) and digital learning phases. Blended learning products are identified as such in the product description.

The respective course fee of **distance learning courses** is to be paid in instalments for a period of three (3) months each. The first instalment is due for payment two weeks after receipt of the invoice. All subsequent instalments are due on the first day of the 4th, 7th, 10th, 13th, 16th, 19th and 22nd month of the course, depending on the number of months the course lasts. A timely payment is determined by the date the amount is received in the Goethe-Institut's account specified on the invoice. The course participant is at liberty to pay the total course fee in a single payment after receipt of the invoice.

Any fees charged by the participant's credit institution in connection with the payment of the course fee shall be borne by the participant. The Goethe-Institut does not charge separate transaction fees.

A course or examination cannot be started or continued if the agreed payment dates have not been met. In this case, the Goethe-Institut is entitled to allocate the place elsewhere.

d. Scope of services

The exact scope of services is specified in the respective product description.

For examinations, the provisions of the applicable Examination Regulations apply in addition.

e. Accommodation for adults during courses

Upon request and if available, the Goethe-Institut will rent furnished accommodation at individual locations for the duration of a booked course, or arrange accommodation from other landlords. The type of accommodation is described in the offer, a prior inspection is not possible.

Accommodation is only rented out on a course-by-course basis for temporary use. The day of move-in is the published arrival day, and the day of move-out is the published departure day.

The rental contract ends on the day of departure without the need for notice of termination. If the tenant continues to use the rented property after the expiry of the rental period, this shall not extend the tenancy. The overnight accommodation of guests of the course participant requires the express consent of the landlord, which will be granted if the course participant has a justified interest.

The course participant may use the rented premises exclusively for residential purposes in accordance with the house rules. No alterations may be made to or in the rented premises. The course participant undertakes to clean, ventilate and heat the rented premises properly, and to treat the rented facilities and equipment with care. The course participant shall notify the Goethe-Institut immediately of any damage to the rented premises, the building, the facilities and equipment belonging to the building or property, and shall remedy the damage at their own expense if they is responsible for the damage due to neglect of the duty of care or in any other way.

At the end of the tenancy or when moving out, the course participant must return the rented premises in a clean condition and with all keys provided.

f. Obligations of course participants and exam takers

The participant in a face-to-face course

- shall ensure themselves and at their own expense that their stay at the course location is lawful, and that they have the entry and residence permit/visa that may be required.
- is obligated to comply with the course and house rules in force at the course locations.

For face-to-face courses offered by institutes in Germany and Austria, the following also applies:

- The participant is responsible for taking out health, accident, liability and household insurance, unless this is expressly included in a product.

The participant in a course

- shall themselves ensure that they meet the technical requirements necessary for participation in the course and specified in the offer.
- may not publish or make accessible to third parties the access data provided to them for learning and/or test platforms of the Goethe-Institut.
- shall otherwise comply with the obligations of the user (Sec. 4 of the Terms of Use).

The exam taker's obligations are set out in the Examination Regulations as amended from time to time.

g. Copyright

All course and examination material (texts, exercises, test questions, solutions, images, programme codes, videos and other content) is protected by copyright. Course participants are exclusively granted a basic, non-transferable right of use for personal use within the scope of course participation.

In particular, course or exam takers are not permitted to copy course or examination material – even in part – for third parties, to make it publicly accessible or to forward it, to post it on the Internet or other networks, whether for a fee or free of charge, to resell it or to use it for commercial purposes. Any copyright notices, marks or trademarks may not be removed. Infringements of copyright can be prosecuted under criminal law.

h. Termination

(1) Distance learning

The term of the selected course stated in the product description applies.

You can terminate the contract without stating your reason(s) at the earliest at the end of the first six months after conclusion of the contract with a notice period of six weeks, and then after the end of the first six months at any time with a notice period of three months. The right of the Goethe-Institut and the course participant to terminate the contract for good cause shall remain unaffected.

This also applies to (online) self-learning courses.

(2) Endangering the best interests of children in children's and youth courses

The Goethe-Institut is entitled to terminate the course prematurely and without observing a period of notice if facts are present, on the basis of which it can be assumed that there is an immediate risk to the best interests of a child or young participant, which can be eliminated by means of individual supervision which the Goethe-Institut is unable to provide.

The Goethe-Institut shall not be liable for any damage caused by the termination, unless such damage results from an intentional or grossly negligent act on the part of the Goethe-Institut. In particular, the Goethe-Institut shall not bear any other costs incurred in this case (e.g. transport costs in connection with the return journey). The provisions of Section 10 shall remain unaffected.

(3) Violation of duties of conduct

The Goethe-Institut is entitled to terminate the course prematurely and without notice in the event of serious misconduct on the part of the participant. Serious misconduct is to be assumed, in particular, in cases of bullying, drug abuse, aggressive behaviour towards another participant and sexual harassment.

Termination in the aforementioned cases of Section 6 (h) shall require text form.

Any national statutory provisions of a mandatory nature shall remain unaffected by this termination clause.

i. Reservation of right to change in the event of extraordinary circumstances or events

In the event of serious, extraordinary circumstances or events, or a change to such circumstances or events already present, which are deemed to be beyond the control of the Goethe-Institut (e.g. civil unrest, armed or terrorist conflicts, natural disasters, epidemics, pandemics, etc.), we reserve the right to offer you changes to the course (e.g. in terms of time or location). In this case, we will submit a new offer with a deadline, and ask you to inform us whether you wish to accept the amended offer or withdraw from the contract. If you withdraw from the contract, we will reimburse you for any payments made (if applicable, on a pro rata basis according to the status of service provision).

For consumers, the following applies: Changes to digital products are subject to the provisions under Section 8 (c).

7. SPECIAL CONDITIONS FOR PURCHASES OF GOODS

a. Retention of title

The goods remain our property until full payment has been made.

b. Additional terms and conditions for distance orders (website, fax, post, email)

We only deliver by mail order. The self-collection of the goods is not possible.

If goods are delivered with obvious transport damage, please register your complaint regarding such defects with the delivery agent as soon as possible, and contact us immediately. Failure to register a complaint or to contact us has no consequences for your legal claims and their enforcement, in particular, your warranty rights. However, they help us to be able to assert our own claims against the carrier or transport insurance provider.

8. SPECIAL CONDITIONS FOR DIGITAL PRODUCTS

Insofar as Goethe-Institut products are offered in the form of digital products, the following provisions shall also apply, in particular.

a. Rights of use and copyright

For digital products, the rights of use are limited to the duration of the respective contract term, unless otherwise specified in the respective product description. The aforementioned rights of use also apply to future successor versions of our digital products (updates and upgrades) that we provide in place of our current services. In all other respects, the provisions under 6. g. shall apply accordingly.

b. Product descriptions

Further details can also be found in the respective product descriptions.

c. Amendment to digital products in consumer contracts

The following applies to consumers: In the case of a permanent provision, we may make changes to the digital product that go beyond what is necessary to maintain contractual conformity if

- there is a valid reason for doing so,
- you do not incur any additional costs as a result of the change, and
- we inform you clearly and comprehensibly about the change.

Valid reasons, within this sense, include cases where the change is necessary, in order to adapt the digital product to a new technical environment, or to an increased number of users, or where it is necessary for other important operational reasons.

9. RIGHT OF WITHDRAWAL

No right to withdraw from the contract without stating reasons (right of withdrawal) is granted. If you are entitled to a right of withdrawal under the mandatory consumer protection provisions applicable at your habitual place of residence, such right shall remain unaffected.

10. WARRANTY

The statutory warranty rights shall apply.

11. PROPRIETARY CONTENT: RESPONSIBILITY, GRANTING OF USAGE RIGHTS

a. Responsibility for proprietary content

Insofar as you make your own content available and/or publicly accessible when using the services of the Goethe-Institut, the responsibility for this lies solely with you. You hereby warrant that you own all rights with respect to such content, and represent and warrant that the content provided does not infringe any third party rights, including (but not limited to), trademarks, copyrights, ancillary copyrights, other intellectual property rights, proprietary rights or rights of privacy.

Furthermore, the content provided may not violate legal provisions, in particular, by being racist, xenophobic, a glorification of violence, sexist or otherwise immoral or anti-constitutional in nature, or by pursuing such objectives.

b. Granting of rights of use

You grant the Goethe-Institut the following rights of use to the content you provide in connection with the use of the product (e.g. learning, audio or text content) for the purposes of offering, conducting and further developing language courses and examinations:

- a non-exclusive, spatially and temporally unlimited, transferable right of use for all types of use known at the time of conclusion of the contract,
- the right to reproduce, edit, in particular translate into other languages and anonymise,
- the right to automated provision, verification and correction using digital applications, including artificial intelligence applications; and

- the right to use the anonymised content for training digital applications that are used for the automated evaluation and provision of materials in language learning products (including exam offerings) of the Goethe-Institut, including applications of artificial intelligence.
- the right to make the anonymised content available to third parties for the purposes of research and further development of digital language learning technologies (including artificial intelligence).

12. LIMITATION OF LIABILITY AND INDEMNIFICATION

a. Limitation of liability

For claims based on damage caused by us, our authorised representatives or vicarious agents, we shall always be liable without limitation

- in the event of injury to life, limb or health
- in the event of intentional or grossly negligent breach of duty
- in the case of guarantee promises, insofar as agreed
- vis-à-vis consumers.

In the event of a breach of essential contractual obligations – those obligations whose fulfilment is a prerequisite for the proper performance of the contract and on the observance of which the contracting party may regularly rely (cardinal obligations) – caused by slight negligence on our part, or on the part of our authorised representatives or vicarious agents, liability towards business customers is limited to the foreseeable damage typical of the contract at the time it was concluded.

Otherwise, claims for damages are excluded.

Liability under mandatory applicable statutory provisions remains unaffected. For distance learning contracts within the meaning of the German Distance Learning Protection Act (Fernunterrichtsschutzgesetz – FernUSG), the statutory provisions governing claims for damages shall apply.

b. *Indemnity*

You shall indemnify us against any claims made against us by third parties due to a breach of law or duty committed by you in connection with

- participation in courses and/or examinations, including the use of digital products in accordance with Section 8 of these GTC
- the provision of proprietary content in accordance with Section 11 of the GTC

unless you are not responsible for the breach of duty. You shall indemnify us against the costs of the necessary legal defence, including all court costs and lawyers' fees against proof. Any further claims for damages shall remain unaffected.

The same applies to children's and youth courses, insofar as the breach of law or duty is committed by your child.

13. DISPUTE RESOLUTION

We are willing to participate in an out-of-court arbitration procedure before a consumer arbitration board. The arbitration board 'Universalschlichtungsstelle des Bundes am Zentrum für Schlichtung e.V.', located in Straßburger Straße 8, 77694 Kehl am Rhein Germany, www.verbraucher-schlichter.de, shall be the competent body in this regard.

14. FINAL PROVISIONS

The contact person for complaints relating to courses and examinations offered by the Goethe-Institut is the director of the Goethe-Institut responsible for the course or examination concerned. The further complaint procedure for examinations is governed by the Examination Regulations.

The Goethe-Institut collects, processes and uses personal data of participants both for the purpose of fulfilling a contract concluded with the participants and within the scope of legal authorisation and any consent to data protection granted to the Goethe-Institut. Further details can be found in the separate **Data Protection Declaration**, to which express reference is hereby made.

Current information on prices, registration dates, etc. is published on the website of the respective Goethe-Institut (www.goethe.de). Further details on the implementation of the examinations can be found in the Examination Regulations of the Goethe-Institut and in the implementation regulations for the individual examinations.