

## **General Terms and Conditions (GTC) of LinguaMove Online Language School**

**1. Scope of application** 1.1 These GTC apply to all contracts between LinguaMove Online Language School, based in Porto, Portugal (hereinafter "Provider"), and natural or legal persons (hereinafter "Participants") for online language courses. 1.2 Deviating or supplementary terms and conditions of the Participant shall only become effective if the Provider agrees to them in writing.

**2. Service description** 2.1 The subject matter of the contract is online language courses at levels A1.1, A2.2, B1.1 and B2.2 with 80 teaching units of 45 minutes each. 2.2 Course content, dates and schedule can be found in the current course description on the website. 2.3 The course is VAT-exempt in accordance with the applicable EU regulations.

**3. Registration and conclusion of contract** 3.1 Registration takes place online via the booking form on the website. 3.2 The contract is concluded upon receipt of the provider's confirmation of registration.

**4. Course fees and terms of payment** 4.1 The course prices stated in the course description are in euros. 4.2 Payment terms: The entire amount is due immediately upon booking. 4.3 The course is exempt from VAT.

**5. Note on the minimum number of participants** A minimum number of **6** participants is required for the course to take place. If this number is not reached by the start of the course, we reserve the right to cancel the course. In such a case, we will inform you in good time in advance and, if possible, make you an alternative course offer (e.g. different start date, different course time or group format). If you decide against this alternative, the amount you have already paid will be refunded in full. There are no further claims.

**6. Cancellation and termination by the participant** 6.1 Cancellation free of charge up to 30 days before the start of the course. 6.2 Up to 14 days before the start of the course: 50% of the course fee. 6.3 Thereafter or in the event of non-attendance: full course fee. 6.4 Withdrawal and termination must be made in writing.

**7. Cancellation of the course by the provider** 7.1 The provider may cancel the course for good cause up to 5 working days before the start of the course. 7.2 In this case, a replacement offer will be made or payments will be refunded immediately.

**8. Obligations of the participant** 8.1 The participant shall provide functional IT equipment (PC, camera, microphone) and a stable internet connection. 8.2 Technical malfunctions due to inadequate infrastructure are the responsibility of the participant.

**9. Liability** 9.1 The provider shall be liable without limitation in the event of intent and gross negligence. 9.2 In the event of slight negligence, liability shall be limited to typically foreseeable damage. 9.3 Liability for data loss is limited to the cost of data recovery.

**10. Data protection** 10.1 Personal data is processed in accordance with the GDPR and Portuguese data protection law. 10.2 Details on data processing in the privacy policy on the website.

**11. Copyright information** 11.1 All course materials are protected by copyright. 11.2 Reproduction and distribution without express consent is prohibited.

**12. Final provisions** 12.1 Portuguese law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. 12.2 The place of jurisdiction is Porto, Portugal, provided that the participant is a merchant, a legal entity under public law or a special fund under public law or is not resident in Portugal. 12.3 Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected.