

General Terms and Conditions (GTC - homestudies.ch)

1 Subject of the contract

1.1 In General

The Online School GmbH homestudies, hereinafter referred to as the "provider", provides all services exclusively on the basis of these general terms and conditions.

The provider is entitled to change or amend these General Terms and Conditions with a reasonable period of notice. These terms are published exclusively on the internet on the provider's website (homestudies.ch), hereinafter referred to as the "portal".

1.2 Conclusion of a contract

This contract becomes valid upon acceptance of the electronic customer application by the provider or with the first fulfillment action of the provider, which must be different from the pure acquisition of the customer application.

The acceptance of a customer application is confirmed to the customer electronically or manifested by a fulfillment action of the provider.

The customer must ensure that the information provided by him in the context of the contract offer or the conclusion of the contract regarding his person and other contract-relevant circumstances is complete and correct. The customer undertakes to inform the provider immediately of any changes to the data relevant to the contract. In the event of a breach of this obligation to inform, the provider is entitled to immediately discontinue the contractual services without reduction of the fee owed.

1.3 In particular

The provider organizes and conducts individual private voice lessons for the Customer via "Skype" or another technology platform for "voice over IP" determined by the provider.

Private language training is carried out on behalf of the provider by internationally recognised specialists, the majority of whom live and teach abroad.

1.3.1 Acceptance of the customer's registration

After electronic registration, the customer receives an electronic confirmation with the services booked by the customer. After or with the confirmation, the customer receives an appointment proposal or a confirmation of his proposed dates for the booked services.

1.3.2 Private lessons

Without special agreement, the provider offers private lessons. Third parties are not allowed to participate in the individual lessons.

A lesson lasts 45 minutes unless otherwise agreed. The lessons are conducted by a specialist certified by the provider. The lessons can be held from anywhere in the world.

1.4 Cooperation of the customer

1.4.1 Technical requirements

In order to be able to use the services of the provider and as a prerequisite for smooth instruction, the customer requires the following tools, which he must provide at his own expense and these remain the client's responsibility:

- I Internet access (minimum upload capacity of 20'000 kbit/s)
- II Computer with a webcam
- III Speaker, Microphone
- IV Skype Account

The provider shall notify the customer in good time of any changes in the necessary technical environment.

1.4.2 Appearance

The teaching professional and the customer are obliged to respect the generally accepted rules of social interaction, taking into account cultural differences. Therefore, the customer undertakes to participate in the lessons in an appropriate manner (appropriate clothing, appropriate appearance, appropriate location).

1.4.3 Quality assurance

To enable the provider to continuously improve the quality of services provided, the customer undertakes to complete a quality questionnaire at the providers request.

2 Availability

2.1 Teaching professionals

The teaching professionals are available at least 10 minutes before the start of the lessons via the agreed technical platform (currently Skype). If a teaching specialist is not available, the provider shall organise a replacement or postpone the lesson in consultation with the customer.

2.2 System

2.2.1 Skype

Currently, teaching is generally carried out using the technology platform "Skype". In order to guarantee a good quality connection, the provider is entitled to register with Skype Manager. The Customer undertakes to perform all necessary cooperation actions in order to enable the provider to use the Skype Manager tool for teaching in the best possible way.

2.2.2 Connections

The provider does not guarantee that the customers internet connection to the instructing specialist will function perfectly, without interruption or disruption.

Connection problems, which are demonstrably not the responsibility of the provider or the instructor, do not entitle the customer to non-payment of the lesson.

3 Registration/ Deregistration/ Postponement/ Scheduling

3.1 Individual/Group lessons

Customer registration is carried out via the portal and is confirmed by the provider. The provider organizes the first contact between customer and teaching professional, who plans the lessons individually with the customer.

No refunds will be given for lessons that are not related to the course. Booked lessons are valid for one year from date of invoice.

Agreed lessons can be postponed up to 24 hours before the lesson date at no cost in agreement with the teaching professional. In the event of other short-term changes to the lesson plan, the teaching specialist will decide whether the lessons are to be forfeited (i.e. have to be paid for despite the lessons not being held) or whether they can be postponed.

Additional follow-up lessons beyond the originally booked lessons must be booked again via the providers portal.

3.2 Exclusion of the providers services

When using the provider's services, the customer may not violate legal regulations, morality or the rights of third parties. In the event of such an infringement, the provider is entitled to discontinue its services without further ado and without releasing the customer from their payment obligation.

4 Compensation

4.1 Amount and Invoicing

For all services provided by the provider under this contract, the customer is obliged to pay compensation in accordance with the price list valid at the time. The price quotations do not include statutory value, added tax or other taxes and duties.

4.2 Methods of payment

Compensation is invoiced by the provider plus any statutory sales tax or other taxes or duties. Invoices from the provider are due for payment by the customer within 14 days of the invoice date without any deductions and excluding offsetting. After expiry of this payment period, the customer shall be in default without reminder.

5 Data privacy

The provider undertakes to comply with all relevant provisions of the Federal Data Protection Act. The data entered by customers is electronically processed by the provider. This data is only passed on to the extent that the purpose of the contract intended by the customer can be achieved. Transfer of data for other purposes must not take place. The customer is aware that when data is passed on abroad in order to achieve the purpose of the contract (teaching) intended by the customer, data protection regulations may apply which do not correspond to Swiss standards. The provider has obliged all instructing specialists to comply with all relevant provisions of the Federal Law on Data Protection. The customer is free to have his data deleted completely at any time, unless mandatory legal provisions oblige the provider to retain them (accounting regulations etc.). The provider is entitled to irreversibly delete customer data at any time.

6 Warranty and Liability

The provider shall ensure an appropriate review of the professional qualities of the teaching professionals employed. However, under no circumstances can the provider guarantee a teaching objective intended by the client, such as the completion or attainment of a certain certificate. This also applies in cases where the teaching specialists have agreed a learning objective with the customer.

The liability of the provider is particularly limited to his own services and under no circumstances to any other services provided.

The provider is liable for culpably causing personal injury and property damage without limitation. Liability for other damages which occur in connection with the fulfilment of this contract, due to defects or for other reasons which are attributable to the present contractual relationship is expressly excluded to the extent permitted by law. In particular, the provider shall not be liable for indirect, collateral or consequential damages, such as lost profits, additional expenses, unrealized savings, claims of third parties or claims from data loss. This also applies to auxiliary persons.

7 Place of Jurisdiction & Applicable Law

The contractual relationship between the customer and the provider is governed **exclusively by Swiss law** to the exclusion of international contractual standards.

Place of jurisdiction is Dielsdorf. However, the provider is also entitled to sue the customer at his ordinary place of jurisdiction

If you have any questions, please do not hesitate to contact us:

info@hoemstudies.ch

invoice@homestudies.ch

044 524 88 56

Best regards

Online language school - homestudies

www.homestudies.ch