

General Terms and Conditions of the ExamPrep GmbH

1. Validity

These general terms and conditions govern the contractual relationship between ExamPrep GmbH, hereinafter referred to as the ExamPrep, and the student¹. They apply to all courses, lessons, examinations and colloquium lessons, which are carried out by the ExamPrep. Any general terms and conditions of the student are not accepted by ExamPrep. Any deviating or additional agreements to these terms and conditions between ExamPrep and the student are only valid if they are written in writing and signed on both sides.

2. Agreement

ExamPrep conducts courses only on the basis of a training contract with the student and during the existence of such a contract. A training contract comes as described below. These General Terms and Conditions are an integral part of any training contract.

3. Services of the Examprep

The ExamPrep conducts training courses, as described below, on the basis of training contracts (as described below). The content of the course, the planned allocation, the course term, the duration, the course, the target group and the minimum number of participants, as well as additional general conditions and the school fee, are listed in the respectively valid descriptions of the courses of ExamPrep (hereafter the course descriptions). However, the ExamPrep reserves the right to carry out the courses, changes to the courses and their allocation, course date, duration, expiry, target group and minimum number of participants, as well as further general conditions as described in the following paragraphs.

The ExamPrep owes no success. In particular, ExamPrep does not owe and / or guarantee the successful completion of courses or the existence of any examinations or other training, in connection with courses, from or in connection with third parties, or otherwise.

4. Booking of courses and contract conclusion

The ExamPrep course descriptions are for information purposes only and do not constitute an offer. Courses described in the ExamPrep course descriptions may be booked in writing or via the ExamPrep website. The booking by the student represents an invitation to submit the offer to the ExamPrep. After receiving a booking, ExamPrep will send a confirmation of the course to the student who, if the student is immature, his / her legal representatives, by signing and returning to the ExamPrep the training contract must be concluded. A training contract is only concluded with the proper receipt of the opposite course confirmation by the ExamPrep. ExamPrep reserves the right not to send a course confirmation to a student on a booking.

Each course confirmation and formation of a training contract by ExamPrep shall be based on, and including, these General Terms and Conditions, including, in particular, the following reservation regarding the execution of courses.

5. Withdraw from the training contract

The student and ExamPrep may withdraw from the relevant training contract by written notice to the other party up to 20 calendar days before the start of the respective course or 10 calendar days prior to the start of the respective entry. In the event of such a withdrawal, ExamPrep will refund the school fee as far as it has already been obtained from ExamPrep and as long as no courses or lessons have been obtained. There is no continuing claim of the student for compensation for other damages, other costs or expenses.

If the student is between 19 and 10 calendar days before the start of the respective course or between 9 and 1 day before the start of the single lessons, the student is only entitled to a refund of 50% of the school fee, as far as it has already been obtained from ExamPrep and no courses or lessons have yet been obtained. If the student returns later, or if he announces the training contract at the beginning of the course or the single entry, the entire paid school fee will be forfeited.

If ExamPrep withdraws later than 19 calendar days before the commencement of the respective course or later than 9 days before the start of the single course, or if ExamPrep announces the training contract after the beginning of the course or the single-lessons already obtained from ExamPrep and as far as no courses or lessons have been taken.

In all cases of rescission or termination by the student in accordance with this clause, ExamPrep may charge the student a cost of CHF 200.-. ExamPrep is entitled to charge this portion of the expenses with a possible repayment of the school fees.

6. Reservation concerning the execution of courses

The ExamPrep reserves the right to postpone the execution of a course or lesson or to cancel the course or lesson if the minimum number of participants specified in the course description is not applicable to this course or lesson possible in writing. In the event of the transfer, the student is free to attend the suspended course or the suspended lesson, or to withdraw from the training contract regarding this course or lesson. The student must pass ExamPrep, within 2 business days after receipt of notice of the postponement, in writing the rescission. The omission of the timely declaration is deemed to be consent to the postponement.

In the event of such rescission by the student or in case of cancellation of a course or lesson by ExamPrep, ExamPrep will refund the school fee as far as it has already been obtained from ExamPrep and as long as no courses or lessons have been obtained. There is no continuing claim of the student for compensation for other damages, other costs or expenses.

7. Private lessons

ExamPrep may offer single student's request at the request of the student. Course fee, teaching staff, course locality, subject, type, start, duration and procedure of the course, as well as course materials, teaching materials and tools are determined by ExamPrep and communicated to the student in a course confirmation. The training contract is due to the return of a copy of the course confirmation, which is countersigned by the student or, if the student is immature, to his / her legal representatives. For the purposes of these Terms and Conditions, the terms of the "Lessons" are

contained, and the provisions of these General Business Conditions regarding "Lessons" are applicable, unless expressly stated otherwise.

The student may postpone the agreed private lessons upon written communication up to two business days prior to their start in consultation with ExamPrep by written notification. After three-time postponement, ExamPrep is entitled to withdraw from the training contract regarding this single entry and to inform the student in writing. In the event of such a withdrawal, ExamPrep will refund the school fee as long as it has already been received by ExamPrep and as long as no courses or lessons have been obtained, whereby ExamPrep can charge the student a cost of CHF 100.-. ExamPrep is entitled to charge this portion of the expenses with a possible repayment of the school fees.

8. Colloquium lessons

ExamPrep can provide colloquium lessons in conjunction with a completed course. Colloquium sessions are usually held for additional lessons as required and for exam preparation. Colloquium lessons represent a separate course or separate lessons in relation to the course to which they are related.

The course fee, teaching staff, course locality, subject, type, start, duration and course of the course, as well as course materials, teaching materials and tools, are determined by ExamPrep and the students of the course who are interested in the colloquium lessons. The training contracts with the students concerned come about with the return of the copies of the course confirmation, which are signed by the pupils or, as far as the students are concerned, their respective legal representatives. For the purposes of these General Terms and Conditions, colloquium lessons are included in "Courses" and "Lessons", and the provisions of these General Business Conditions regarding "Courses" and "Lessons" are applicable unless explicitly stated otherwise (eg above) According to these terms and conditions, to be regarded as courses or as lessons.

9. Other Courses

ExamPrep can provide colloquium lessons in conjunction with a completed course. ExamPrep may offer additional courses and lessons, e.g. Distance courses, E-Learning Courses, which can be based on separate contract bases as required. Otherwise the provisions of these General Business Conditions regarding "Courses" and "Lessons" are applicable.

10. Benefits and duties of the student

The student pays the school fee stated in the respective course confirmation within 10 calendar days after sending the course confirmation by the ExamPrep, by transfer to the bank account indicated in the course confirmation. In any case, the school fee must be received at the ExamPrep before the agreed upon start of the respective course or the lesson, otherwise the student may be excluded from attending the relevant course or the lesson until full payment of the outstanding payment. During such an exclusion, the student is not given any training materials. There is no entitlement to subsequent participation in or performance of those lessons, parts or sections of a course from which a student has been excluded as described above. The student is not entitled to compensation for damages, costs or expenses.

In the case of Private Lessons, these are only carried out after receipt of the corresponding school fees. If the school fee does not arrive within 10 calendar days after sending the course confirmation to the student at ExamPrep, ExamPrep has the right to withdraw from the corresponding training contract in writing. The student is not entitled to compensation for damages, costs or expenses.

At the student's request, ExamPrep may authorize payment of the school fees in installments in writing. In this case, the foregoing shall apply to each installment payment and to those parts of courses or lessons that are attributable to the relevant rate. In special cases, at the request of the student, ExamPrep may also allow subsequent payment of all or part of the school fees. If the student does not make an installment payment or a late payment within the given time, ExamPrep has the right to immediately terminate the respective training contract by written notification. The date for the corresponding payment shall be deemed a fixed date and the student's default shall be deemed to be made without any additional reminder. The course or the corresponding lessons will be discontinued and the course or the lessons will not be continued, any course materials, teaching materials and / or tools which have not yet been handed over will no longer be handed over, and any remaining and ExamPrep held school fees expire at ExamPrep. Pending claims of the ExamPrep on payment of school fees will continue to exist even after the end of the training contract.

The student and his legal representatives, by signing the course confirmation, assure that none of the funds paid to the ExamPrep come from criminal offenses, especially from organized crime and / or money laundering and / or bribery under the legislation of Switzerland or the country, from which the student or his / her legal representatives are derived and / or in which they have residence or stay.

11. Participation and behavior of the student and sanctions

ExamPrep offers their courses and lessons to students of different provenances and cultures. The student has to maintain a neutral, tolerant, respectful and considerate contact with his classmates and other attendants during school hours and / or in the course locations. The student recognizes that the ExamPrep has the power of the course in the course, and submits it to the student. It is forbidden for the pupil to peddle in the course of the course and / or during the school hours, to show criminal behavior and / or activities, which go beyond the religious and / or political socially usual, or by his behavior or occurrence other students or presenters and / or the teaching operations of ExamPrep. The student has to follow the instructions of the teaching staff and the representatives of the ExamPrep as well as the existing rules of the ExamPrep in the course locality and / or during the courses or lessons. In addition, the student is obliged to take part in the courses and lessons according to the training contract. If he / she should not be able to participate, he/she has to sign out before the beginning of the lesson by phone or by e-mail. Any lack of the student may be reported in writing to any legal representatives of the student.

If the student fails to comply with the above obligations, he or she may be warned verbally or in writing by the teaching staff or a representative of the ExamPrep, and in case of repetition they may be rejected from the course, the lesson and / or the course locality. Every oral warning shall be confirmed to the student in writing, and any written warning or confirmation shall be communicated in writing to the student along with his / her legal representative. In the case of repeated warnings or exclusions, ExamPrep can definitely exclude the student completely or partly from participation in the course or the lessons, and if necessary, pronounce a house ban and / or withdraw from the training contract or announce it. The school fee for the course or the lesson from which the student has been expelled or excluded will be forfeited by the ExamPrep and will not be refunded. Any claims of the ExamPrep remain valid even after the expulsion or the exclusion of the pupil or the termination or the cancellation of the training contract. The legal sanctions and measures, such as a criminal complaint, are expressly reserved.

12. Notification and reportation of the ExamPrep to authorities and legal representatives

The student and his / her legal representatives expressly allow the ExamPrep to provide the competent authorities with the information and notifications to be provided by the ExamPrep in accordance with applicable laws and regulations and / or orders. The ExamPrep is not obliged to take legal action against any requests or orders from the respective authorities. The student also agrees that the ExamPrep will report periodically and / or as required to his / her legal representatives about his / her progress in the courses and lessons, as well as his / her behavior and occurrence, and any warnings, directions and exclusions.

13. Course location, tools, course materials and teaching materials

The location for the respective course (the course location), as well as any course documents created by the ExamPrep, will be made available to the student through the ExamPrep. Course locations and the proposed tools and teaching materials will be determined by ExamPrep and will be communicated to the student as soon as possible, if possible in the course confirmation. ExamPrep can adjust the course location and the suggested tools and teaching materials at a later date, before or during the respective course.

The course materials do not include teaching materials which are obtained from third parties. The cost of teaching materials, including the cost of the ExamPrep for their procurement, is beared by the student, and must be paid before delivery of the teaching materials to the student.

14. Intellectual property

The student does not acquire or receive intellectual property in course documents, tools, teaching materials and all other documents and contents which are handed over to him by ExamPrep. As far as these are the intellectual property of ExamPrep, they remain fully in the intellectual property of ExamPrep. All documents and contents produced by or for ExamPrep represent the intellectual property of ExamPrep. Any use of documents, documents and contents (including transfer to third parties, duplication (electronically, photographically or otherwise), use in other schools, courses or lessons), which are the intellectual property of ExamPrep, outside the courses or Lessons of ExamPrep, is prohibited without the prior written consent of ExamPrep.

15. Further Services

The student is responsible for the entry and stay in Switzerland, for providing and obtaining any necessary visas or permits, for the conclusion of necessary or appropriate insurance, for contact with authorities, for food, logis and for anything else which is not according to these terms and conditions that are expressly the responsibility of the ExamPrep. Any activity to support the student outside of the responsibility of the ExamPrep, which is expressly made in accordance with these General Terms and Conditions of Business, will only be carried out after prior, if necessary, written agreement, and as instructed by the student or his legal representatives. ExamPrep is entitled to view as complete, up-to-date, correct and true all the information, documents, documents and documents it receives from the student or its legal representatives.

The student or his / her legal representative will bear all costs and expenses of the ExamPrep for and in connection with such an activity, and will indemnify ExamPrep for any damage and for all expenses, taxes, fees, fines and other costs in this connection on first request hold. ExamPrep is entitled to demand an advance for such costs and expenses, and is not responsible for any action before it has received any advance required.

16. Third-party costs, insurance, tax and indemnity of the ExamPrep

The school fee and any costs for teaching material do not include any third-party costs. Costs of third parties include, but are not limited to, costs for examinations, living expenses, accommodation, meals, visa costs, transport costs, health insurance and other health costs, insurance, documentation and books, tools, etc.

The student is required to meet at least the statutory requirements regarding insurance and will, in particular, conclude health insurance, accident insurance and private liability insurance with an adequate coverage amount and adequate scope of coverage and during the entire period in which he or she attends a course or lesson of the ExamPrep and during three months after the expiry of the contractual end of the last course or the last lesson. ExamPrep is entitled to require sufficient evidence from the student regarding the above insurance cover.

All prices and costs, unless expressly stated otherwise, are exclusive of the applicable value-added tax, which will be invoiced as applicable. All taxes or duties on or in connection with payments made by or for a student shall be borne by the student, other than on income or profit of the ExamPrep. The student or his / her legal representatives will pay ExamPrep for any damages and for all expenses, taxes (except taxes on the income or profit of the ExamPrep), fees, fines and other costs for, and in connection with, the training contract or visit of the student of courses or lessons and / or his / her entry or stay in Switzerland on first demand.

17. Notifications

All correspondence, notifications and declarations according to and from and in connection with these General Terms and Conditions must be in writing, even if this is not expressly stipulated in the present General Terms and Conditions, by registered letter, by e - mail or by fax, to the Last known address of the recipient. Correspondence, notifications and declarations shall be considered as received upon receipt by the recipient in the case of email or fax, and 3 business days after dispatch in the case of registered letters. In international traffic, the dispatch of letters must be made by airmail, if possible, and the accepted date of delivery is extended to 6 working days.

18. Force majeure

If ExamPrep is unable to complete a course or lesson because of force majeure, ExamPrep will notify the student in writing as soon as possible and resubmit the date and other parameters of the course or lesson. The student has the choice to participate in the new course or the new lesson, or to resign from the training contract regarding this course or lesson. The student has to declare in writing the rescission within 2 business days after receipt of notification of the resetting of the course or the lesson. The omission of the timely declaration is deemed to be the consent to the reorganization. In the case of such a withdrawal by the student, ExamPrep will refund the school fee as far as it has already been obtained from ExamPrep and as long as no courses or lessons have been obtained. There is no continuing claim of the student for compensation for other damages, other costs or expenses.

19. Calculation of days

The term "workdays" as used in these General Terms and Conditions refers to all days which are not Saturdays, Sundays or public holidays and on which banks are open in Switzerland. The term calendar days as used in these General Terms and Conditions refers to all days as they are used in the Swiss calendar, including business day, Saturday, Sundays and public holidays.

20. Applicable Law and Jurisdiction

THESE GENERAL TERMS AND CONDITIONS OF BUSINESS, ALL COURSE ACCREDITATIONS, ALL TRAINING CONTRACTS, AND ALL SERVICES OF THE EXAMPREP AND, IN CONNECTION WITH THIS PROVISION OF SWISS LEGAL RIGHTS. EXCLUSIVE DISPUTES FOR ALL DISPUTES FROM AND IN CONNECTION WITH THESE TERMS AND CONDITIONS OF BUSINESS, ALL TRAINING, ALL TRAINING CONTRACTS, AND ALL THE SERVICES OF THE EXAMPREP AND IN CONNECTION WITH THALWIL, SWITZERLAND.

Location and Date
ExamPrep GmbH

Location and Date
Student

Barbara Freimann

Student

Legal Representative of the Student
(Mandatory if less than 18 years old)

¹ ExamPrep GmbH is committed to equality of the sexes. For the sake of greater clarity, only one form is used in these general terms and conditions, but both sexes are meant equally.