

GENERAL TERMS AND CONDITIONS

LinguAri

April 9th, 2026

1. Scope of Application

- (1) These General Terms and Conditions (GTC) apply to all contracts regarding participation in language courses and other services (hereinafter: "Courses") offered by LinguAri Language School, owner Ariana Noory (hereinafter: the
- (2) "Provider" or "we"), with its customers (hereinafter: the "Participant" or "You").
- (3) We do not accept any conflicting terms and conditions of the Participant unless we have expressly agreed to their validity in writing.

2. Contractual Parties, Conclusion of Contract

- (1) The contractual party is LinguAri Language School, owner Ariana Noory, Paulinenstraße 25, 32657 Lemgo, Germany.
- (2) By registering via our registration form and completing the payment process via the selected payment method, you submit a binding offer to enter into a course contract. The contract is concluded upon our written registration confirmation (via email), in which we confirm your acceptance for course participation.

3. Prices and Payment Terms

- (1) The currently applicable course fees can be found in the current course description on our website linguari.eu. All prices are stated in Euro.
- (2) Unless otherwise agreed, the course fee is due for payment upon conclusion of the contract. You may choose from the payment methods offered during the booking process (e.g., bank transfer, PayPal, Apple Pay, or credit card). When using online payment services, the terms and conditions of the respective providers shall apply additionally. Eligibility to participate in the course only exists after the payment has been received in full.

4. Right of Withdrawal

- (1) Withdrawal Instruction: You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day of the conclusion of the contract according to section 2.2.
- (2) To exercise your right of withdrawal, you must inform us (LinguAri, Ariana Noory, Paulinenstraße 25, 32657 Lemgo, Email: ariana@linguari.eu) by means of a clear declaration (e.g., a letter sent by post, fax, or email) of your decision to withdraw from this contract. You may use the attached model withdrawal form for this purpose, but it is not obligatory.
- (3) To comply with the withdrawal period, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

- (4) Consequences of Withdrawal: If you withdraw from this contract, we shall reimburse you all payments we have received from you, without undue delay and no later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will use the same means of payment for this reimbursement that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees for this reimbursement.

Model Withdrawal Form:

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

To: LinguAri, Ariana Noory, Paulinenstraße 25, 32657 Lemgo, Email: ariana@linguari.eu

I/We () *hereby give notice that I/We ()* withdraw from my/our (*) contract for the following course:

[Course Name]

Booked on: [Date]

Name of the consumer(s): [Your Name]

Address of the consumer(s): [Your Address]

Signature of the consumer(s) (only if this form is notified on paper):

Date:

5. Cancellation and Withdrawal by the Participant

- (1) After the withdrawal period according to 4. has expired, cancellation from the booked course is possible **within the first week after the general course start date** at a reduced fee.
- (2) If you cancel **within the first seven days after the course start date**, only the costs for the course units that have already taken place will be charged. The remaining course fee will be reimbursed to you without undue delay and no later than fourteen days after withdrawal.
- (3) If you cancel **after the first seven days have elapsed**, we will retain 50 % of the total course fee as standardized compensation for damages. This does not apply if the Participant proves that the incurred damage is significantly lower or does not exist at all.
- (4) We reserve the right to make an individual and accommodating decision in specific cases and upon presentation of proven, special reasons (e.g., severe, long-term illness).

6. Participant's Obligations, Catching Up on Lessons

- (1) Regular and punctual attendance is crucial for learning success and is the responsibility of the Participant.
- (2) In case of absence (e.g., due to illness or work), there is no right to a refund of the course fee for missed lessons.
- (3) As a service, we ensure that missed lesson content can be caught up. For this purpose, we record the online sessions and share the materials used in a protected course area. The recordings will be stored for a clearly defined period (usually until the end of the course) and subsequently deleted.

7. Changes, Cancellation, or Postponement of Courses by the Provider

- (1) We reserve the right to cancel, postpone, or change the instructor for courses with insufficient participant numbers (typically less than 50% of the planned maximum number).
- (2) In the event of a cancellation of a course by us before its general start date, the paid course fee will be refunded immediately and in full. Any further claims for damages are excluded unless the damage is based on intent or gross negligence on our part.
- (3) In the event of a postponement that is unreasonable for the Participant, they have the right to withdraw from the contract free of charge.

8. Technical Requirements and Disclaimer of Liability

- (1) Participation in online courses requires adequate technical equipment on the Participant's side (stable internet connection, headset, webcam if necessary).
- (2) We are not liable for technical problems on the Participant's side (e.g., failure of internet, hardware, or software) that prevent participation. There is no right to a refund of the course fee for units missed due to such problems.

9. Data Protection

- (1) The processing of personal data is carried out exclusively in accordance with statutory provisions, particularly the GDPR. A detailed description can be found in our separate Privacy Policy at: linguari.eu/privacy/

10. Copyright

- (1) All teaching and learning materials provided by us (digital or printed) are protected by copyright. Reproduction, distribution, or making them publicly accessible, even in part, is not permitted without our express written consent and is intended solely for personal learning use within the framework of the booked course.

11. Code of Conduct, Right of Exclusion

- (1) Respectful and constructive interaction is expected from all Participants.
- (2) The Provider is entitled to exclude Participants who persistently disrupt the lessons or violate these GTC after an unsuccessful warning. In this case, there is no right to a refund of the course fee.

12. Severability Clause

- (1) Should any provision of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by the legally permissible regulation that comes closest to the economic purpose of the invalid provision.

13. Place of Jurisdiction and Applicable Law

- (1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be our registered office in Lemgo, provided that you are

a merchant, a legal entity under public law, or a special fund under public law, or do not have a general place of jurisdiction in Germany. However, we are also entitled to file a suit at the court responsible for your place of residence.