

Based on these General Terms and Conditions, a contract is concluded between a course participant (m/f/d) (hereinafter referred to as the course participant) and Verbum Novum GmbH (hereinafter referred to as Verbum Novum).

#### § 1 General

## Scope of Application of the General Terms and Conditions

These General Terms and Conditions shall always apply exclusively. Conflicting or deviating terms and conditions are not recognized unless Verbum Novum expressly agrees to such provisions in individual cases. The unconditional execution of contracts, even with knowledge of conflicting or deviating terms and conditions, does not constitute consent to them. In this case, these General Terms and Conditions shall also apply exclusively.

The respective descriptions in the corresponding price list are binding for the prices and scope of all services. Verbum Novum reserves the right to correct any calculation, printing, or translation errors.

All legal relationships and these General Terms and Conditions shall be governed exclusively by German law.

### § 2 Registration/Booking

Booking/registration for the language course or program is done as described below:

- by submitting a fully completed and signed booking form on-site, by mail, or online - by completing and submitting the booking form via our website. Registration via the website www.verbumnovum.de is binding after clicking the "Register (payment required)" button.

Bookings for underage course participants can only be made by a legal guardian. By registering, the course participant accepts all terms and conditions.

### § 3 Registration/Booking Confirmation

Registration/booking is only confirmed upon acceptance or submission of the signed booking form. The booking becomes binding and payment is due upon written confirmation/invoice. Multiple courses included in one invoice/confirmation belong to one contract/booking and are considered a single unit and cannot be postponed or canceled separately. The booked course dates and period are also binding. A break between already confirmed courses is not possible unless thus booked and confirmed before.

Verbum Novum will provide a booking confirmation/invoice containing all booked services promptly, at the latest within three days of the contract being signed. Prices for the respective calendar year apply.

The course fees include: placement test, courses as booked, certificate of participation and consultation services.

### § 4 Payment, Terms of Payment, Obligation to Pay

By signing the registration form or clicking "Register" on our website, the registered person is obligated to pay. The invoice amount generally includes all services specified in the booking confirmation or invoice. The invoice must be paid within 10 days.

For travelers from countries requiring a visa, Verbum Novum requires payment of the full amount (100%) for the preparation and mailing of the invitation and other documents for the visa application at the embassy or consulate.

For course participants from EU countries or countries not requiring a visa, a deposit of at least 50% of the total price is required. The remaining payment must be made no later than 2 weeks before the start of the course.

The fee for telc examinations must be paid within 3 days of receipt of the invoice.

Verbum Novum accepts cash payments and bank transfers. Bank fees, which are often charged by banks for transfers from abroad, are the responsibility of the course participant or payer. Therefore, transfers must include any applicable bank fees. Verbum Novum's bank details will be listed on the invoice.

## § 5 Booking Changes Before the Course Start

Booking changes after the invitation to the embassy has been issued and/or the visa has been granted are not permitted.

Upon registration, the contract is binding for both parties. Booking or contract changes are only possible under the following conditions:

€25 processing fee only applies to booking changes that result in a higher course price (e.g., changing to the B2 course instead of the B1 course) and are made up to 28 days before the course or program start date.

€50 - Changes (e.g., to the course period, course start date) up to 28 days before the originally booked course start date. The same applies if the visa is delayed.

If multiple courses are booked, the booking change applies to the start of the entire program, not to the individual courses. (E.g., if the A1 course starts on September 1, 2025, it changes to October 6, 2025. The subsequent A2 and B1 courses change automatically, starting on October 6, 2025.) Multiple courses belong to one program or contract.

#### § 6 Withdrawal/Termination of the Contract

Withdrawal or termination of the booked courses or program after the invitation to the embassy has been issued and the visa has been granted is excluded.

Withdrawal by the course participant before the booked services must always be made in writing. The costs are as follows:

- up to 28 days before the start of the course: 30% of the course fee,  $\,$
- up to 21 days before the start of the course: 40% of the course fee,  $\,$
- up to 14 days before the start of the course: 60% of the course fee,
- up to 7 days before the start of the course: 80% of the course fee,
- on the day of the start of the course: 100% of the course fee.

Regardless of the time of withdrawal, Verbum Novum reserves the right to partially or fully invoice the costs of accommodation and/or meals in addition to cancellation fees.

#### Withdrawal after the course has begun

Cancellation or partial cancellation of booked services is not possible after the course has begun. If a course participant interrupts the booked course or program through no demonstrable fault of Verbum Novum, a refund is excluded. Multiple courses belong to one study program and are considered a single unit.

Withdrawal by Verbum Novum must always be in writing.



#### Withdrawal/change by Verbum Novum is possible in the following cases:

Verbum Novum reserves the right to cancel courses due to insufficient participants and/or to offer an alternative course or program. If a participant fails to attend or interrupts a language course despite having booked a course, they remain obligated to pay the agreed invoice.

· In the event of force majeure.

This occurs when, under federal or state regulations, the course cannot be continued in person and must be offered as distance learning. In this case, the course participant is obligated to attend the booked course. A refund of the fee is not possible.

• For good cause. This exists if, taking into account all the circumstances of the individual case and balancing the interests of both parties, the continuation of the contractual relationship until the agreed termination date cannot reasonably be expected.

#### - In case of misconduct

Verbum Novum expects the course participant to respect morals, customs, and laws. Impeccable behavior towards fellow students, all Verbum Novum employees, host families, and roommates is required. Should the course participant violate these rules, Verbum Novum will initially issue a warning. The same applies if the course participant unreasonably disrupts the coexistence of the group. In the case of serious violations (e.g., criminal offenses such as intentional bodily harm, theft, drug use, willful damage to property, etc.), a warning is unnecessary. If the course participant disrupts the course despite the warning, or if the warning is unnecessary, Verbum Novum has the right to terminate the contract without notice. In this case, the course and/or program fees will be retained. The costs for early departure are borne by the course participant or their legal guardian. No refunds will be issued by Verbum Novum.

### § 7 Visas and Visa Matters

Course participants from countries requiring a visa require an invitation from Verbum Novum to enter Germany. This invitation will be made available to the course participants after full payment has been received.

After receiving the invitation, the course participant is obligated to promptly schedule an appointment with the relevant consulate or embassy and to send an appointment confirmation to Verburn Novum by email. The course participant must arrange all other documents required for the visa application independently and in a timely manner. Visa processing usually takes at least 8 weeks, but in rare cases, up to 6 months or longer. Participants must take this into account when planning their course start date to avoid booking change fees (see Section 5 Booking Changes).

### Visa Approval

After visa approval or visa issuance, participants are required to email a copy of their visa to Verbum Novum and enter the next available course, no later than six weeks after receiving the visa for the booked course/level.

### Visa Rejection

If the visa is rejected by the embassy, Verbum Novum requires the official rejection notice from the embassy/consulate to be submitted no later than two weeks before the course start date. In this case, Verbum Novum will refund the amount paid, excluding the processing fee of EUR 150. Bank fees incurred through transfers are not covered by Verbum Novum. If the rejection notice is submitted later, standard cancellation fees apply.

Verbum Novum recommends taking out travel cancellation insurance.

### Visa Delay

If the visa has not yet been issued by the start date of the booked course, or if no information has been received from the embassy, the participant will be rebooked for the next course for a fee of EUR 50.

We recommend allowing at least six months for the visa processing to avoid rebooking fees.

### § 8 Health and Medical Insurance

Verbum Novum only accepts healthy participants in all programs who are not subject to any dietary restrictions or medical treatment. Participants are required to report any contagious diseases immediately upon occurrence. Each participant must have health, liability, and accident insurance valid for Germany at the start of the course. Verbum Novum offers such insurance. This can be booked upon request.

## § 9 Duty of Supervision and Care

Registration of underage participants requires a parental declaration signed by their legal guardians. Verbum Novum, as well as employees, host families, supervisors, and other vicarious agents, assume no comprehensive duty of supervision and care for adult and underage participants. Verbum Novum also assumes no duty of supervision and care for underage participants in summer and winter camps with accommodation in a residence or host family. Verbum Novum's duty is limited to the immediate notification of the legal guardians

# § 10 Liability

Verbum Novum is only liable for injuries to life, limb, or health of course participants if these are due to Verbum Novum's negligence. Verbum Novum assumes no liability for the loss of personal belongings.

#### § 11 Security Deposit

In the event of damage, course participants bear all costs for replacing items damaged negligently or willfully. Course participants staying in apartments, host families, or residences must pay a security deposit of €50, which will only be retained in the event of damage. If the damage exceeds the deposit amount, additional costs will be charged. If no damage occurs, the deposit will be refunded on the day of departure.



### § 12 Data Protection

The course participant consents to Verbum Novum electronically collecting and processing their personal data for the proper execution of the registration, billing, and performance verification processes, solely for the purpose of fulfilling the concluded contract. The course participant consents to Verbum Novum using, or allowing the use of, photographs, video, and/or audio recordings during the course or program for promotional or similar purposes. If this is not desired, we ask that these course participants refrain from making any kind of recordings. This also applies to underage participants.

#### Lessons

General German lessons usually take place in the morning. However, if the school is busy, lessons may also be held in the afternoon. Exam preparation courses usually take place in the afternoon. Individual lessons are subject to the availability of the teacher and the course participant. Each lesson lasts 45 minutes.

# § 13 Lesson Hours/Course Intensity

One lesson lasts 45 minutes. The intensive course consists of 20 lessons of 45 minutes each per week.

The duration of each level is fixed and must be adhered to.

The minimum number of participants per course is also fixed. Verbum Novum offers the language course for different proficiency levels. For group lessons, placement into the appropriate level can only be meaningfully done on-site on the first day of class. Therefore, it cannot be completely ruled out that, in rare exceptional cases, the placement test may result in an insufficient number of participants for a certain proficiency level for group lessons (at least 5 course participants) on the first day of school. In this case, Verbum Novum can offer the course as (semi-)individual instruction or mini-group courses with a reduced number of lessons, but at least 60% of the duration of a booked group course. The same applies to exam preparation courses.

### § 14 Absence/Absence from Classes

Classes cancelled on public holidays (national or statewide) will not be made up. Classes missed by the course participant, even for reasons beyond their control (e.g., illness, travel), cannot be made up (except for individual lessons); the course fee must still be paid in full.

Absence from classes, regardless of the reasons listed here, does not affect the payment obligation.

Individual lessons must be canceled or postponed at least 24 hours before the scheduled lesson. Otherwise, the lesson is considered to have taken place and cannot be made up.

### § 15 School Holidays

The year-round school in Mainz will be closed for two weeks during Christmas. The holiday dates will be published on the website. No group lessons will be held during these periods. Individual lessons are available upon request. Consultations and registrations are still available online and/or by email.

#### telc Examinations

### § 16 Examination Registration/Payment/Absence from the Examination

Verbum Novum is an official tele examination center and a tele C1 Hochschule Competence Center. Registration for the examination must be completed no later than 30 days before the examination date. After registration, the candidate is obligated to pay within three days of receiving the invoice. Failure to pay the examination fee does not automatically deregister or exempt them from payment. Cancellation must be made in writing.

Withdrawal is possible no later than 30 days before the examination date. After that, the full fee will be charged.

In the event of failure to appear on the day of the examination without a valid reason, the fee will not be refunded. A valid reason is acute illness, accompanied by a medical certificate and a doctor's certificate of incapacity for work. These originals must be submitted to Verbum Novum no later than two days after the examination. In such cases, 50% of the examination fee will be refunded.

The telc examination regulations are published on our website.

### § 17 Exclusion of Liability / Limitation of Liability

- 1. To the extent that liability is excluded or limited in these General Terms and Conditions, this also applies to the personal liability of vicarious agents and representatives. Verbum Novum is only liable for intentional or grossly negligent acts, unless the damage is based on injury to life, limb, or health, or Verbum Novum has assumed liability in the sense of a guarantee. Furthermore, Verbum Novum limits contractual claims for damages that do not involve physical injury to three times the booking price,
- if the damage to the course participant was caused neither intentionally nor through gross negligence or
- if Verbum Novum is solely responsible for damage incurred by the course participant due to the fault of a service provider.

Verbum Novum assumes no liability for the loss of personal belongings on school premises.

The course participant is responsible for any damage caused to the facility or school premises.

### § 18 Right of Withdrawal and Cancellation Policy

According to Section 312g Paragraph 2 No. 9 of the German Civil Code (BGB), there is no right of withdrawal for the services offered by Verbum Novum. The cancellation and termination rights described above apply to all consumers.

You can withdraw from your contract within 14 days in writing (mail, email).

The withdrawal must be sent in writing to: Verbum Novum GmbH, Bahnhofstraße 13, 55116 Mainz.

Special Notes: Your right of withdrawal expires prematurely if the contract has been fully fulfilled by both parties at your express request before you have exercised your right of withdrawal, or you have received an official invitation to the course or program for the application or extension of a visa/residence, child benefit, registration with the Citizens' Registration Office, or for another official purpose. The right of withdrawal also does not apply if a contract or registration is concluded for a fixed date, such as a telc examination.



### **Cancellation Form**

If you wish to cancel the contract, please fill out this form and return it.

– To

Verbum Novum GmbH Bahnhofstr. 13 55116 Mainz Germany

Tel: +49 (0) 6131 5702331

Email address: info@verbumnovum.de

- I/we (\*) hereby cancel the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)
- Ordered on (\*)/received on (\*)Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if notification is made on paper)
- Date

(\*) Delete as appropriate.

# § 19 Place of Performance and Jurisdiction

The place of performance and jurisdiction is Mainz. Verbum Novum GmbH Bahnhofstr. 13 DE-55116 Mainz Tel: +49 6131 5702331

Email: info@verbumnovum.de Web: www.verbumnovum.de

Commercial Register Number: 43053 Mainz