

General Terms of Business – Section A

Face-2-Face and Berlitz Virtual Classroom (BVC)

1	<p>Definitions</p> <p>1.1 The “programs / services / products” provided cover language training, coaching and testing at Berlitz / client’s address / live over Berlitz Virtual Classroom and related products and services offered for sale by Berlitz.</p> <p>1.2 The definition of a “User” refers to natural as well as judicial persons who purchase or have purchased Berlitz’ products.</p>
2	<p>Scope of general terms of business – Face-2-Face and Berlitz Virtual Classroom</p> <p>2.1 These conditions of business shall form the basis of purchase of programs / services / products from Berlitz, with the exception of purchases made via our websites: www.berlitz.dk / no / se / fi.</p> <p>2.2 Unless otherwise agreed in writing between Berlitz and the User, these conditions of business shall form the basis of purchase of programs / services / products offered.</p>
3	<p>Right to withdraw – Business-2-Consumer (B2C)</p> <p>3.1 Provided the User is a consumer, he/she may withdraw from his/her contractual declaration by sending his / her withdrawal by e-mail to info@berlitz.dk / info@berlitz.no / info@berlitz.se / info@berlitz.fi within 14 days from the date the User has received a confirmation e-mail of the purchase of a program / service / product from Berlitz.</p> <p>3.2 If the User starts utilizing the program / service / product before the withdrawal period of 14 days has elapsed, the User, by accepting these conditions gives his / her consent to refraining from the afore-mentioned withdrawal right.</p>
4	<p>Programs / services / products provided</p> <p>4.1 Language training and Coaching Face-2-Face: Individual Instruction and Coaching (e.g. Explorer programs), Semi-Private, Open Groups, Total Immersion®, Business Class, Corporate Training</p> <p>4.2 Language training and Coaching – Berlitz Virtual Classroom – live & real time language training over the internet: Individual Instruction and Coaching, Semi-Private, Open Groups, Corporate Training</p> <p>4.3 Each lesson is 45 minutes, including a 5-minute break.</p> <p>4.4 Monitoring of tuition is included as part of Berlitz’ quality service.</p> <p>4.5 Language testing: Berlitz Testing: Placement tests, proficiency tests, customized tests, airline tests, other language tests.</p>
5	<p>Scheduling, changes or cancellations – flexible and fixed schedules</p> <p>5.1 Fixed schedule – Face-2-Face Open Groups and Virtual Open Groups: The preset schedule is fixed and changes / cancellations are not possible.</p> <p>5.2 Flexible schedule – Individual Instruction and Coaching (e.g. Explorer programs), Semi-Private, Total Immersion®, Business Class, Crash Courses, Corporate Training – changes and/or cancellations are possible as specified below: Unless otherwise agreed, lessons can be scheduled between 8:00 - 21:00 on all working days (Monday – Friday). Berlitz is closed on national public holidays. Appointments, schedule changes or cancellations must be made to the reception by 12:00 the working day before and for Monday lessons, by 12:00 the preceding working day. If a cancellation is received later than the times mentioned above, payment for scheduled lessons is required, regardless of the reason for cancellation. The same rule applies to absence.</p> <p>5.3 Language training and Coaching Face-2-Face: Total Immersion® programs: A Total Immersion® program consists of 12 lessons daily for a minimum of 5 days. Unless otherwise stipulated in writing, a cancellation of a Total Immersion® program is possible by 16:00, five (5) working days before the agreed program start. If a cancellation is received later, 25% of the program fee is charged.</p> <p>5.4 Language training and Coaching – Berlitz Virtual Classroom – live over the internet: The lessons are scheduled by the BVC administrators or by the User, based on his/her scheduling preferences. Users and instructor have</p>

	<p>access to the Virtual Scheduling System (VSS) where they can access their live lessons, lesson recordings, progress reports and more information relevant to their programs.</p> <p>Berlitz Virtual Classroom Europe: Lessons are scheduled online using the VSS (Virtual Scheduling System) from Sunday to Thursday from 06:00 to 21:00 Central European Time (CET) and Fridays from 06:00 to 15:00 CET.</p> <p>Rescheduling of BVC lessons (flexible schedule): Classes can be rescheduled / cancelled up to 13:00 CET the previous working day (Monday – Friday) by either sending an email to bvc@berlitz.eu.com or directly online via the personal webpage.</p> <p>Scheduling / cancellations of lessons in other time zones follow corresponding rules.</p> <p>5.5 Berlitz Study Abroad (BSA)</p> <p>Unless two clear weeks' notice of cancellation is received, a group course booking cannot be cancelled or postponed and no refund will be made. Unless a clear week's notice is received, a charge will be made for the registration fee and one day's tuition in the case of private tuition. Cancellations of Total Immersion® courses are possible by 16:00 a clear week before the course start. No refund will be made for home stay accommodation cancelled with less than two clear weeks' notice. For home stay arranged during July and August, this amount of notice is increased to four weeks. Berlitz does not accept responsibility for any loss or injury caused and students should arrange their own travel and health insurance for the period of their courses. Entry visa: It is the sole responsibility of the customer to obtain an entry VISA, if required.</p> <p>5.6 Berlitz Testing</p> <p>The booking and scheduling of language tests is agreed on between the User and Berlitz. Unless otherwise stipulated in writing, the User is entitled to reschedule or cancel a planned language test by 12 noon the working day before the scheduled appointment. If rescheduling or cancellation is received after 12 noon the working day before, the User will be charged for the test.</p>
6	<p>Limitations on Liability</p> <p>6.1 Tuition and coaching dates notified by Berlitz shall be subject to the availability of the instructors and coaches required. Berlitz shall make every effort to provide replacements for absent instructors and coaches. Berlitz shall offer replacement programs for tuition units or programs cancelled. Any tuition units or programs not replaced shall be refunded at the end of the program. The Berlitz teaching approach may involve changes of instructors, but this shall not entitle the client to cancel or withdraw from the contract. Berlitz shall not be liable for failure to achieve a specific level of learning or tuition success. Statements made by Berlitz as to the number of tuition units required in order to achieve a specific language level are based on many years' experience, but may vary from one individual to another.</p>
7	<p>Validity of live language training programs</p> <p>7.1 Flexible schedule A live language program is valid for 12 months from the date of the contract. Tuition that is paid for but has not been taken shall lapse after 12 months from the date of the contract. The User may use the remaining balance for payment of other programs / services / products at Berlitz within the 12-month period as of the confirmation of the original contract.</p> <p>7.2 Fixed schedule Programs are valid for the prescheduled number of weeks or months.</p>
8	<p>Refund</p> <p>8.1 Flexible schedule – Individual Instruction and Coaching, Semi-Private, Total Immersion®, Corporate Training: If a User is unable to complete his / her program, the unused amount can be refunded within 6 months from the date of enrolment.</p> <p>8.2 Any remaining company paid balance can be utilized by other employees from the same company. Regarding interruption of a program, please note the rules stated under § 5.1-5.6.</p>
9	<p>Pricing</p> <p>9.1 The prices invoiced are including VAT, with the exception of certain programs / services / products that may be exempted from VAT.</p> <p>9.2 Berlitz reserves the right to make price adjustments without any prior notice period, which, however, will not have any bearing on contracts already agreed on.</p>
10	<p>Payment conditions</p> <p>10.1 Programs / services / products are to be paid in advance unless otherwise agreed in writing.</p>
11	<p>Rights</p> <p>11.1 Berlitz has the immaterial rights to all materials / programs / services / products available to the User and offered by Berlitz.</p> <p>11.2</p>

	No parts of Berlitz' materials / programs / services / products may be used externally without Berlitz' prior written consent.
12	<p>Transfer of rights</p> <p>12.1 Under the contractual obligations, neither Berlitz nor the User is entitled to transfer their rights or obligations, wholly or partly, to third parties.</p> <p>12.2 Notwithstanding § 12.1, other employees from the same company can utilize any remaining company-paid balance.</p>
13	<p>Saving clause</p> <p>13.1 If any of the terms herein prove to be invalid, Berlitz shall be entitled to replace the said terms with valid terms which serve the same purpose. Users undertake to assent (expressly and in writing, if so requested) to the said terms and may only refuse assent if the new terms are less advantageous to them.</p>
14	<p>Place of jurisdiction</p> <p>14.1 This agreement is according to Danish / Norwegian / Swedish / Finnish law and the place of jurisdiction shall be Copenhagen / Oslo / Stockholm / Helsinki.</p>
15	<p>Company data</p> <p>Berlitz Language Services Scandinavia A/S Borgergade 28 DK-1300 Copenhagen 28 Phone: +45 70 21 50 10 / info@berlitz.dk CVR 81 97 95 10</p> <p>Berlitz Language Services Scandinavia AS Norsk avdeling av utenlandsk foretak Akersgate 16 NO-158 Oslo Phone +47 23 00 33 60 / info@berlitz.no NO-881 901 382</p> <p>Berlitz International Sweden AB Olof Palmes Gata 23 SE-111 22 Stockholm Phone: + 46 8 412 13 00 / info@berlitz.se Org nr 556030-4122</p> <p>Berlitz Language Services Scandinavia A/S Finnish Branch Office FI-Mikonkatu 9 00100 Helsinki Phone: +358 9 6689 460 / info@berlitz.fi FI-161 2379-3</p>

General Terms of Business – Section B

Berlitz Media Based Learning

1	<p>Definitions</p> <p>1.1 The “programs / products / services” provided cover e-Learning, Language Audit, Telephone Lessons and related products and services offered for sale by Berlitz.</p> <p>1.2 The definition of a “User” refers to both natural as well as judicial persons who purchase or have purchased Berlitz’ products.</p>
2	<p>Scope of general terms of business – Berlitz Media Based Learning</p> <p>2.1 These conditions of business shall form the basis of purchase of programs / products / services from Berlitz, with the exception of purchases made via Berlitz Nordic websites: www.berlitz.dk / no / se / fi.</p> <p>2.2 Unless otherwise agreed in writing between Berlitz and the User, these conditions of business shall form the basis of purchase of programs / products / services offered.</p>
3	<p>Right to withdraw – Business-2-Consumer (B2C)</p> <p>3.1 Provided the User is a consumer, he / she may withdraw from his/her contractual declaration by sending his/her withdrawal by e-mail to info@berlitz.dk / info@berlitz.no / info@berlitz.se / info@berlitz.fi within 14 days from the date the User has received a confirmation e-mail of the purchase of a Berlitz MBL product / service.</p> <p>3.2 If the User starts utilizing the program / service / product before the withdrawal period of 14 days has elapsed, the User, by accepting these conditions gives his / her consent to refraining from the afore-mentioned withdrawal right.</p>
4	<p>Programs / products / services provided</p> <p>4.1 Online Audit. Languages available: English, French, Spanish, Italian, German, Dutch</p> <p>4.2 Individual Phone Lessons. Languages available: English, French, Spanish, Italian, German</p> <p>4.3 Cyber Teachers. Available in 6 versions: CyberTeachers Classic: Available in English, French, Spanish, Italian, German, Dutch CyberTeachers with TOEIC/TFI preparation module: Available in English and French CyberTeachers Coach: Available in English, French, Spanish, Italian, German CyberTteachers Live: Available in English CyberTeachers Live with TOEIC preparation module: Available in English.</p>
5	<p>Conditions for the provision of a Berlitz Media Based Learning (Berlitz MBL) program</p> <p>The following provisions apply to Berlitz MBL programs:</p> <p>5.1 Course venue The program takes place remotely (home, office, hotel, etc.).</p> <p>5.2 CyberTeachers On receipt of a personal login and password, the student may use the CyberTeachers online tool to access the Internet program 24 hours a day, 7 days a week, from any computer using Windows XP / Vista / Seven or Mac Os x 10.4 or above.</p> <p>Internet Browser: Internet Explorer, version 7.0 or above / Firefox 3 or above / Chrome 9 or above / Safari 4 or above.</p> <p>For optimum operation, in particular with regard to the multi-media functionalities required for oral comprehension exercises, the computer must also be fitted with a sound card (compatible with Soundblaster), headphones (or speakers) and a microphone.</p> <p>The student undertakes to provide these minimum requirements. Under no circumstances shall Berlitz be responsible for maintaining students’ computers or for providing a computer equipped to access Berlitz MBL programs.</p> <p>Telephone charges for the Internet connection used to access the Online Linguistic Audit, CyberTeachers and Re-test tools are the sole responsibility of the student and are explicitly excluded from the agreement between Berlitz and the student.</p> <p>Furthermore, the parties expressly recognise that Berlitz grants the student a temporary right to access the Online Linguistic Audit, CyberTeachers and Re-test tools, and under no circumstances does this constitute a right of ownership.</p>

	<p>5.3 Individual Phone Lessons The student can schedule private phone lessons between Monday and Saturday from 7:00 am to 23:00, starting every half hour (for example, 7:00, 7:30, 8:00).</p> <p>Students schedule their lessons directly via NetPlanning, an online reservation platform available 24 hours a day, 7 days a week. Each lesson is 30 minutes.</p> <p>The teacher calls the student at the landline phone number specified in NetPlanning in accordance with the student's booking.</p> <p>At no time is the student entitled to call the teacher and under no circumstances will Berlitz provide the student with a telephone line to receive private lessons by telephone.</p> <p>If the student is unable to attend the lesson, he / she must cancel the reservation at least six (6) working hours before the scheduled start time of the lesson. Cancellations must be entered in NetPlanning, our internet reservation platform.</p> <p>In the event of a last minute cancellation (less than the minimum period of six (6) working hours notice), the lesson that was "cancelled too late" will be debited and the student will be notified by e-mail.</p>
6	<p>Cancellation of training packages It is not possible to transfer training credits (Language Audit, Cyber Teachers or Phone Lessons) from one learner to another. However, it is possible to cancel/close a training package according to the following conditions:</p> <p>6.1 Cyber Teachers licences and Audit Standalone The User may cancel CyberTeachers packages and Audit Standalone licences within 30 days from the order confirmation e-mail sent by Berlitz, provided the package has not been used at all (an Audit+CyberTeachers package will be considered as started, if the Audit has been completed). If the package does not include the Audit, the licence will count as started, if the User has connected for just 1 second to CyberTeachers).</p> <p>6.2 Individual Phone Lessons Individual Phone Lesson packages are valid for 12 months from the date of the confirmation sent by Berlitz. Phone lesson packages paid for but not completed shall lapse after 12 months from the date of the contract. The User may use the remaining balance for payment of other products/services at Berlitz within the 12-month period as of the confirmation of the original contract.</p> <p>If a User is unable to complete his/her Individual Phone Lesson program, the unused amount can be refunded within 6 months from the date of the confirmation of the program by Berlitz.</p>
7	<p>Validity of Berlitz MBL programs</p> <p>7.1 Cyber Teachers The Cyber Teachers licence starts automatically when an Audit/ReTest result is available, though not before the agreed start date of the MBL package. The licence is sold per month and will close automatically at the end of the agreed program period. Each CyberTeacher licence is valid for one person and is not transferable to other users.</p> <p>7.2 Individual Phone Lessons Individual Phone Lesson packages are valid for 12 months from the date of the contract.</p>
8	<p>Payment conditions</p> <p>8.1 Berlitz MBL programs are to be paid in advance unless otherwise agreed in writing.</p>
9	<p>Telephone charges</p> <p>9.1 The prices for Individual Phone Lessons include telephone costs to landlines in the countries stated in Appendix 1. Learners from all other regions and countries can only book lessons over Skype (recommended & free of charge). When learners choose to use Skype, they are responsible for ensuring that they have enough broadband to receive Skype calls and that they are equipped with headsets/speakers and microphones and accept the Skype invitations of their teachers in order to start their lessons.</p>
10	<p>Prices</p> <p>10.1 The prices invoiced are including VAT, with the exception of certain programs / services / products that may be exempted from VAT.</p> <p>10.2 Berlitz reserves the right to make price adjustments without any prior notice period, which, however, will not have any bearing on contracts already agreed on.</p>
11	<p>Rights</p> <p>11.1 Berlitz has the immaterial rights to all materials / programs / services / products available to the User and offered by Berlitz.</p> <p>11.2 No parts of Berlitz' materials / programs / services / products may be used externally without Berlitz' prior written consent.</p>

12	<p>Transfer of rights 12.1 Under the contractual obligations, neither Berlitz nor the User is entitled to transfer their rights or obligations, wholly or partly, to third parties.</p>
13	<p>Saving clause 13.1 If any of the terms herein prove to be invalid, Berlitz shall be entitled to replace the said terms with valid terms which serve the same purpose. Users undertake to assent (expressly and in writing, if so requested) to the said terms and may only refuse assent if the new terms are less advantageous to them.</p>
14	<p>Place of jurisdiction 14.1 This agreement is according to Danish / Norwegian / Swedish / Finnish law and the place of jurisdiction shall be Copenhagen / Oslo / Stockholm / Helsinki.</p>
15	<p>Company data Berlitz Language Services Scandinavia A/S Borgergade 28 DK-1300 Copenhagen 28 Phone: +45 70 21 50 10 / info@berlitz.dk CVR 81 97 95 10</p> <p>Berlitz Language Services Scandinavia AS Norsk avdeling av utenlandsk foretak Akersgate 16 NO-158 Oslo Phone +47 23 00 33 60 / info@berlitz.no NO-881 901 382</p> <p>Berlitz International Sweden AB Olof Palmes Gata 23 SE-111 22 Stockholm Phone: + 46 8 412 13 00 / info@berlitz.se Org nr 556030-4122</p> <p>Berlitz Language Services Scandinavia A/S Finnish Branch Office FI-Mikonkatu 9 00100 Helsinki Phone: +358 9 6689 460 / info@berlitz.fi FI-161 2379-3</p>

Appendix 1

COUNTRY OVERVIEW

Individual Phone Lessons include telephone costs to landlines:

American Samoa, Andorra, Argentina, Australia, Austria, Azores, Bangladesh, Belgium, Bermuda, Brazil, Brunei, Bulgaria, Cambodia, Canada, Chile, China, Colombia, Costa Rica, Cyprus South, Czech Republic, Denmark, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guam, Hong Kong, Hungary, Iceland, India, Ireland, Israel (Except Palestine), Italy, Japan, Kazakhstan, Korea South, Luxembourg, Macao, Malaysia, Malta, Martinique, Monaco, Morocco, Netherlands, New Zealand, Northern Marianas, Norway, Pakistan, Peru, Poland, Portugal, Puerto Rico, Reunion, Romania, Russia, San Marino, Singapore, Slovak Rep, Slovenia, Spain, Sweden, Switzerland, Taiwan, Thailand, Turkey, UK, Uruguay, USA, Venezuela, Vietnam, Virgin Islands USA