

Terms and Conditions

Introduction

Welcome to LinguaTV. LinguaTV is operated by LinguaTV GmbH (hereinafter “LinguaTV”) whose registered office is in Milastr. 4, 10437 Berlin.

By registering as a user (hereinafter referred to for simplicity as the “User”) of LinguaTV services, you signify your agreement to the following Terms and Conditions (hereinafter referred to as “Terms and Conditions”).

LinguaTV GmbH operates its services under various top-level domains (www.linguatv.com, www.linguatv.de), subdomains and alternative domain names for the specified domains. All websites, on which LinguaTV provides its services, will be hereinafter collectively referred to as “LinguaTV websites”.

These Terms of Service shall govern the legal relationship between the User and LinguaTV GmbH, regardless of the website the User registers or logs on to.

Additional contact information, company registration data from the Commercial Register and information about the authorised representatives of LinguaTV GmbH are available by clicking on the link “Legal Disclaimer” on our website.

1. Subject of the Contract and Pricing

- 1.1 LinguaTV’s websites offer registered users two options: a) free-of-charge membership with access to free-of-charge services and products (hereinafter referred to as “Free Membership”), and b) a fee-based membership with access to selected, fee-based services and materials for the learning of foreign languages (hereinafter referred to as “Paid Membership” or “Premium Account”).
- 1.2 The LinguaTV “Premium Account” offers registered users in particular access to the learning platform and the fee-based learning material. Only the materials and/or services, for which the user has registered and paid for are activated.
- 1.3 More detailed information about the fees for the LinguaTV services is available on the LinguaTV websites. The subscription fees listed on the LinguaTV website are binding. All prices include VAT. Only the current price list is valid. Payments for the use of LinguaTV’s services are to be made in advance. The User can pay by any of the payment methods offered, for example by SEPA-based bank transfer or with one of the accepted credit cards. If LinguaTV is unable to collect any fees from the account designated by the User due to lack of funds, the User shall bear all costs arising therefrom, in particular bank charges resulting from returned direct debit instructions and any similar charges. LinguaTV will deliver the

relevant invoice to premium members by e-mail. The invoice will also be available in the User's Profile Area of LinguaTV and can be viewed at any time.

- 1.4 It is taken as agreed for SEPA-based debits that a shortened period of notice to the bank of 2 calendar days for Germany, Austria and Spain and 5 calendar days in other countries be required.
- 1.5 If the User is in possession of a licence key or voucher code for the use of LinguaTV's services, the special terms and conditions relating to these various offers must be taken into consideration. No invoice will be sent whenever there is no obligation to pay.
- 1.6 The User hereby acknowledges that, for technical reasons, a 100% availability of the LinguaTV websites cannot be achieved. LinguaTV shall nevertheless make a concerted effort to ensure the uninterrupted functioning of its websites. Any work related to the maintenance, security and capacity requirements and/or events beyond LinguaTV's control (e.g. disruption in public communication networks, power failures, etc.) may result in short-term malfunctions or temporary interruptions of the services provided.

2. Registration and Contractual Agreement

- 2.1 Registration with LinguaTV is fundamentally free of charge. The contract for the free-of-charge use of LinguaTV between the User and LinguaTV comes into effect when the User completes the Registration Form, accepts the Terms and Conditions and Privacy Statement of LinguaTV and then clicks on the "Register now" button.
- 2.2 The contract concerning the purchase of LinguaTV's fee-based services comes into effect when the User clicks on the "Pay now" button.
- 2.3 The contractual agreement can only be made by people of legal age unless the agreement of a legally responsible representative is provided. The User is obliged to provide true and complete information and to inform LinguaTV immediately of any change in details.
- 2.4 In order to register, the User shall select a password. The User shall not divulge this password to any third parties. LinguaTV undertakes not to disclose the password to third parties and shall never request the User's password. Should LinguaTV determine that a User account is being misused, Lingua TV retains the right to disable the account with immediate effect.
- 2.5 LinguaTV shall send the User an automatic confirmation by e-mail upon receipt of the User's registration. This e-mail will contain a hyperlink via which the User can

validate his/her e-mail address. The registration process is complete only after the activation of this confirmation link. LinguaTV has the right to limit or to prohibit access to its websites until the e-mail address has been confirmed.

3. Right of withdrawal for consumers

A consumer is any natural person who concludes a legal transaction for purposes that are not attributable to either his/her commercial or his/her independent professional occupation. The following right of withdrawal is only applicable to consumers.

Instructions for withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (LinguaTV GmbH, Milastr. 4, 10437 Berlin, Germany, e-mail: info@linguatv.com, Phone: +49 30 428027 50 - Business hours: Monday to Friday from 09.30 a.m. to 1.00 p.m. and from 2.30 p.m. to 4.30 p.m. CET) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model [withdrawal form](#), but this is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

4. Warranty and Liability

4.1 Any damage compensation claims, regardless of the legal reason, which are asserted against LinguaTV (including its vicarious agents), that are based upon

simple negligence shall be valid only if an essential contractual obligation/cardinal obligation has been violated. In this case, damage compensation claims shall be limited to the amount of typically foreseeable damages. Cardinal obligations are obligations that are absolutely necessary for the proper performance of the contract and that the customer can normally trust and expect to be complied with.

- 4.2 LinguaTV takes no liability for the information provided being correct, complete or up-to-date. Likewise, LinguaTV does not guarantee the usability of the data for the User.
- 4.3 LinguaTV takes no liability for lost earnings or other financial losses. The limitations and exclusions of LinguaTV's liability extend to the personal liability of its employees, representatives and assistants.

The above-mentioned limitation of liability shall not apply to any claims invoking damage to life or health of the user or when the customer's claims arise as stated in §§ 1 and 4 of the German Product Liability Law.

5. Termination of the Contract, Repayment of Pre-Paid Fees

- 5.1 The User can terminate the "Free Membership" agreement at any time and without giving any reason by written notification. The Agreement can be terminated by submitting the contact form, which can be accessed on any page of the LinguaTV websites, by fax, e-mail or letter. Upon the termination of contract, the User must enter the username and e-mail address that was used to register on the LinguaTV websites.
- 5.2 The User and LinguaTV are both entitled to terminate any fee-based services without giving a reason with a notice of fourteen (14) days before the expiry of the minimum subscription period booked, or fourteen (14) days before the expiry of an extension period. The Agreement can be terminated by submitting the contact form, which can be accessed on any page of the LinguaTV websites, by fax, e-mail or letter. Upon the termination of contract, the User must enter the username and e-mail address that was used to register on the LinguaTV websites. If the contract is not terminated, it will renew automatically for the previously chosen subscription period. After cancellation the User has access to the service until the end of the subscription period. After the termination of fee-based services, the User can keep the free membership until its termination. The provisions of section 5.2 shall not affect the right of extraordinary termination for an important reason.
- 5.3 A legitimate cause for the termination of this agreement by LinguaTV shall be, in particular, an event which makes it impossible for LinguaTV to continue the agreement to the end of the termination period set forth in accordance with

established procedure, all things considered and all interests of LinguaTV and the User being taken into account. LinguaTV also reserves the right to terminate the agreement in particular in the following cases:

- failure to comply with the legal regulations
- breach of contractual obligations by the User, in particular with reference to section 2 of these Terms and Conditions
- harm caused by the User's actions to other User(s).

5.4 With legitimate cause, as set forth in Section 5.3, and regardless of the reason for the termination of contract in accordance with Section 5.3, LinguaTV shall be also entitled:

- to remove information/content posted by the User
- to send a cease-and-desist warning
- to deny the User access to the services provided by LinguaTV websites.

5.5 The user shall have no right to claim reimbursement of advanced payments in the following cases:

- when the termination of contract was initiated by LinguaTV with legitimate cause in accordance with Section 5.3
- when the User's access to his/her user account was blocked by LinguaTV in accordance with section 5.4
- when the contract with LinguaTV is terminated by the User before the expiry of the purchased minimum period of use.

However, the User's right to claim reimbursement of advance payments shall be maintained, if the User terminates the contract with legitimate cause in reference to the contractual responsibilities of LinguaTV.

5.6 A self-renewing Premium Account (subscription contract) that was purchased via the Google Play or Apple App Store must also be cancelled via the Google Play or Apple Store. The cancellation deadline is fourteen (14) days prior to the end of the purchased subscription period or fourteen (14) days prior to the end of an extended subscription period.

6. General User Obligations

6.1 The User is obligated:

6.1.1 to provide only true and non-misleading information in the user profile and in all communication with other users and not to use pseudonyms or stage names.

6.1.2 to make sure that he/she has obtained all necessary permits required for posting photographic material on the LinguaTV website. The user is not allowed to publish photographs and images representing other non-existent people or other creatures (animals, fantasy creatures, etc.)

6.1.3 while using the information resources and services available on the LinguaTV website, to observe the applicable laws and the rights of third parties.

In particular, the User shall be prohibited from:

- using offensive, racist or defamatory material, regardless of whether it refers to other Users, LinguaTV's employees or other individuals or enterprises
- using pornographic material or content violating the law for the protection of young people, or promoting, offering or distributing products with pornographic material or content, thereby violating the law for the protection of young people
- harassing other Users, particularly with spam, (see § 7 of the Unfair Competition Act)
- using unauthorised content protected by law (e.g. Copyright Act, Trademark Protection Law, Patent Law, Law on Protection of Industrial Designs and Models, Design Law, Utility Model Law)
- promoting or ordering goods or services protected by law and acting against the fair competition practices, including such progressive customer acquisition practices as "pyramid schemes", "snowball systems" or "chain distribution systems".

6.1.4 to refrain from engaging in any of the following actions violating generally accepted rules of conduct, even if such actions do not constitute a direct violation of law:

- dispatch duplicative e-mails to a large number of users simultaneously,
- dispatch duplicative private messages to several users simultaneously (chainmail)
- promote multilevel marketing, including advertising and ordering (multilevel marketing and multilevel network marketing),
- communicate using explicitly or implicitly suggestive sexual language.

6.2 The User shall be prohibited from the following:

- using any devices, software or scripts when using LinguaTV websites. However, the User may use the interfaces or software provided by the LinguaTV websites within the scope of its services.
- blocking, overwriting, modifying and copying of any content, unless such actions are required for the proper use of LinguaTV services.
- distributing and public rendering of any information material owned by LinguaTV website and other users.

- performing any actions, which may affect the functionality of the LinguaTV websites' infrastructure, particularly by resource overload.

7. Changes to the Range of Services Offered on LinguaTV Website, Modifications to the Terms of Use

LinguaTV reserves the right to change the range of services offered on the LinguaTV websites at any time or offer different services, but only to an extent that is reasonable to the User.

8. Protection of Trademarks and Other Rights of LinguaTV

- 8.1 LinguaTV's materials are protected by copyright law against reproduction and misuse. The illegal reproduction, distribution and publication of the platform's contents or imitation that goes beyond the agreed terms of use will be pursued by LinguaTV with civil, and where necessary, criminal sanctions.
- 8.2 The User has the right to make simple use of purchased content. However, LinguaTV retains all the rights to all materials. The User is not allowed to duplicate, modify, distribute, copy or permanently store materials, in particular for the purposes of building a database or distributing the materials to third parties.

9. Responsibility for Content, Data and/or User Information

- 9.1 LinguaTV accepts no liability for content, data and/or information provided by its users, similarly for the content of links to external websites. In particular, LinguaTV is not warranted to vouch for the accuracy of such content, that it fulfils a particular aim or that it can serve a particular purpose.
- 9.2 Should the User recognize a usage of the LinguaTV websites which is contrary to the legal and contractual parameters (including the usage of pseudonyms or switched identities), he/she can notify LinguaTV using the contact form available from on all pages of the LinguaTV websites.
- 9.3 The User acknowledges that the LinguaTV websites and their affiliated enterprises maintain the right to save content submitted by Users for an unlimited amount of time. LinguaTV has the right to distribute, publish, make publicly available, offer for download and use for online and printed media for LinguaTV and its affiliated enterprises this content free of charge. LinguaTV also reserves the right to publish edited content.

- 9.4 The User confirms that he/she has all the rights to use submitted content and excuses LinguaTV and its affiliated enterprises from any claims by third parties made on the basis of User-submitted content.
- 9.5 LinguaTV retains the right to delete any content posted by its users at any time. Claims for damages by the Users regarding deleted content are expressly forbidden. The User is responsible for saving his/her own data.

10. Data Protection

LinguaTV is well aware that it is important to its Users that all personal data provided to LinguaTV be handled sensitively. LinguaTV observes all the relevant legal data protection requirements (as outlined by German Data Protection Law, European data protection guidelines and all other applicable data protection laws). LinguaTV will not pass on or draw attention to the personal data of its Users to third parties without the authority of its Users. The particulars regarding the handling of User data are set out in the privacy statement clause of LinguaTV.

11. Customer Support

Customers can send any questions or comments about their contracts with LinguaTV or the services provided by LinguaTV on the LinguaTV websites at any time by using the contact form available on every page of the websites, or by fax or post.

12. Final Provisions

- 12.1 Any amendment to the Agreement terms shall be made in written form. Any additional verbal agreements shall be void.
- 12.2 LinguaTV retains the right to alter the Terms and Conditions at any time without providing a reason unless the alterations are unreasonable for the User. LinguaTV will inform the User of any changes to the Terms and Conditions with sufficient notice. Should the User not express disagreement with the new Terms and Conditions within six (6) weeks after notification, this will be considered as an acceptance of the altered Terms and Conditions by the User. LinguaTV will notify the User of his/her rights of objection and the deadline in the relevant notification.
- 12.3 So long as there are no other provisions, the User can submit any matters to be communicated to LinguaTV by e-mail using the contact form available on all of the LinguaTV websites or per fax or post. LinguaTV can communicate with the

User per e-mail, fax or post at the addresses provided by the User as the current contact information in the User account.

- 12.4. In the event that any provision of this Agreement become void or shall be found unenforceable, the remaining provisions of this Agreement shall remain in force. In the event that a provision be found unenforceable, the contracting parties agree to replace such provision with a substitute provision that most closely reflects its economic meaning, if possible, and that is enforceable under law. The same shall apply to contract deficiencies (absence of required provisions).
- 12.5 To the extent permitted by law, the exclusive place of jurisdiction shall be the registered office of LinguaTV GmbH.
- 12.6 The relationship between parties shall be governed by German law, except for the UN Convention on Contracts for the International Sale of Goods unless this is contravened by mandatory legal regulations.

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