



ALB – LIA Club

General Terms and Conditions of service and use

(Status: Oktober 8, 2019)

On the website www.lia-club.de we provide you with different possibilities to come into contact with like-minded people. With us it is about

- Learning in the Allgäu
- Life in the Allgäu
- Reading in the Allgäu
- Delicious in the Allgäu

The following terms of use can be accessed at any time via the website of the language school where they are retrievable, printable and storable.

The following provisions stipulate the terms and conditions of service and use for our website.

§ 1 Validity

- (1) Our services and offers are provided exclusively on the basis of these General Terms and Conditions. These are an integral part of all contracts which we conclude with you about the services offered by us.
- (2) The offer on our platform is directed equally at consumers and entrepreneurs. For the purposes of these General Terms and Conditions, (i) a consumer means any natural person who concludes the contract for a purpose which can neither be assigned to their commercial or self-employed occupational activity (§ 13 of the German Civil Code, BGB) and (ii) an "entrepreneur" is a natural person or legal person or a partnership with legal capacity that, when concluding the contract, acts in the course of a commercial or independent professional activity (§ 14 Abs. 1 BGB).

§ 2 Subject matter of the contract

- (1) The subject matter of our online offer is the conclusion of subscriptions to the provision of services (language, network, exchange). See more details on our pages. The published offers are binding. We provide the technical capability and necessary tools to allow users on the platform to get in touch with each other and to enable communication among one another. Our service is therefore limited to the technical provision of the platform.
- (2) The terms of our subscriptions depend on the chosen offer.
 - a) For companies, monthly and annual terms are available.
 - b) The term of contracts with natural persons according to § 13 BGB (German Civil Code) or with individuals who do not fall under the company concept of paragraph 3 of this regulation, is always 1 year.
- (3) Companies can conclude a membership as a company. "Entrepreneurs" are legal entities or a partnership with legal capacity which, at the time of conclusion of the contract, acts in the exercise of their commercial or independent professional activity and which employs



at least 2 employees (including trainees). Companies are given company access, which can be used by the owner of the company and all employees of the company.

- (4) We shall provide the services specified in paras. 1 and 2 with a total average, annual availability of 96 %. Excluded from this are downtimes due to maintenance and software updates as well as times when the web server is not available due to technical or other problems that are not within our sphere of influence or the provider's sphere of influence (force majeure, fault of third parties, etc.).

§ 3 Registration/Conclusion of Contract

- (1) The use of our website, and thus the registration, is only permitted for persons above the age of 16.
- (2) Each natural person or company can create a maximum of one user account.
- (3) After registration you can view and edit your user profile.
- (4) The user is obliged to keep their access data secret; passing it on to third parties is prohibited. The use of the user account by third parties is not permitted. In instances of third party use the user shall be liable for any damages incurred by the third party.
- (5) The regulations mentioned in paragraph 4 do not apply within the company according to § 2 para. 3. The company shall be entitled to forward the access data to the corresponding accessor.
- (6) You can register at www.lia-club.de. Before the registration is completed the content of the contract, including customer and payment data, is summarized on an overview page. There, you can change all the data using the change fields. By clicking on "Register at a fee" of the electronic registration form you accept these terms of use. The contract is hereby concluded. After the registration you will receive an automatically generated e-mail from us confirming your registration and your details (confirmation of receipt).
- (7) You can download these General Terms and Conditions of Service and Use at any time by pressing the "Save" or "Print" button at the bottom of this page. The contract text remains stored after conclusion of the contract and is accessible to you. You can also save and/or print the contents of your contract directly after submitting your order.
- (8) You confirm that all information provided by you during registration (e.g. name, email address, address, etc.) is true. Changes are to be communicated to us immediately.
- (9) The contract language is exclusively German.
- (10) We only conclude our contracts with customers within the Federal Republic of Germany.

§ 4 Prices and payment

- (1) The prices quoted by us at the time of the conclusion of the contract shall apply; these prices shall be understood as total prices. These include the statutory value added tax.
- (2) Subscription fees include the cost of providing the service, are calculated in advance for the entire subscription period and are due immediately. Possible connection costs to the respective internet or mobile phone service provider are not included.
- (3) The payment occurs once a payment option of advance payment or invoice has been chosen.
 - a) Advance payment.



With selection of the payment method "advance payment" you receive the account data following the order together with the confirmation of receipt. The payment transfer to this account must be made within ten days. Account activation takes place once the payment has been received by "LiA-Club".

- b) Invoice.
An invoice will be issued after receipt of the service. The invoice amount is due for payment within the set period, stating the invoice number. Account activation takes place once the payment has been received by LiA-Club.
- (4) You shall only be entitled to exercise a right of retention to the extent that your counterclaim is based on the same contractual relationship.

§ 5 Power of revocation

Note: The following right of withdrawal exists only if you are a consumer according to § 13 BGB (German Civil Code).

Revocation Policy

Right of revocation

You have the right to revoke this contract within 14 days without giving reasons. The revocation period is 14 days from the date of conclusion of the contract. To exercise your right of revocation, you must inform us:

*Eva-Maria Schinko
St.-Florian-Weg 4
87452 ALTUSRIED
Phone 08374/4110087
Email: info@lernen-im-allgaeu.de*

Revocation must be communicated by means of a clear declaration (e.g. an e-mail, fax or letter sent by post) about your decision to revoke this agreement. You may do so by using the attached model revocation form, but this is not mandatory. In order to comply with the revocation deadline, it is sufficient for you to notify us of the exercise of the right of revocation prior to the expiry of the revocation period.

Consequences of revocation

If you revoke this contract, we must refund you all payments we have received from you including the delivery costs (with the exception of the additional costs arising therefrom that you are using a different type of delivery than the one offered by us, the most favourable standard delivery), without delay and at the latest within 14 days from the date on which we received the notification of your revocation of this contract. For this refund we use the same means of payment that you have used for the original transaction, unless expressly agreed otherwise with you. In no case will you be charged because of this repayment. If you have requested that the services commence during the withdrawal period, you will be required to pay us a reasonable amount equal to the proportion of the



services already provided by the time you notify us of the exercise of the right of revocation in respect of this agreement in relation to the total volume of services covered by the agreement.

Special note on premature expiry of the right of revocation

The right of withdrawal expires, in the case of a contract for the provision of services, if the service has been fully provided and the performance of the service has only begun after the consumer has given his explicit consent and at the same time confirmed his knowledge that he waives his right of withdrawal in the event of full performance of the contract by the company.

§ 6 Obligations of the user with regard to the contents

- (1) You are solely responsible for the accuracy, completeness and timeliness of the content you post. You are also responsible for ensuring that no content is posted that violates the rights of third parties. We assume no liability for the accuracy, completeness, quality and legality of the content posted by users of our service.
- (2) You assure us that you have all the rights and consents necessary for the distribution of its contents.
- (3) You must comply with all applicable laws. In particular, you may not violate any legal provisions, public order or morality or the rights of third parties.
- (4) You undertake, in particular, whereby the following list is not exhaustive, to refrain from distributing and/or reproducing or making accessible the following contents:
 - a) Pornographic, obscene, offensive, violent, anti-constitutional, national socialist, inciting and/or racist content or sect propaganda or membership advertising
 - b) Insulting, defamatory, offensive, reputation-damaging content
 - c) Threatening and/or harassing content
 - d) Content harmful to minors
 - e) The hardware and/or software of third parties and/or xxx damaging contents (e.g. viruses, computer worms, Trojans, etc.)
 - f) As well as all contents which could, in any way, violate the rights of third parties or cause them damage.
- (5) You will also refrain from:
 - a) Disseminating, reproducing, making publicly accessible, advertising with or otherwise using contents protected by copyright, trademark, patent, design, utility model and/or design patent laws without sufficient rights of use.
 - b) Violating the name, company and/or other personal rights of third parties.
 - c) Retrieving or disseminating content that violates data protection or criminal law provisions.
 - d) Sending mass mailings via e-mail without the legally valid consent of the e-mail recipients.
 - e) Violating competition law provisions, in particular to engage in misleading, unfair, aggressive, fraudulent, untrue, infringing advertising.
 - f) Committing illegal, fraudulent acts through our website.
- (6) Any person is prohibited from collecting and compiling the information available on our website without our express consent.



-
- (7) All security relevant events (e.g. loss or use of data and programs, suspicion of misuse of your own user ID etc.) must be reported to us immediately. Individually organised investigative activities are forbidden as they can result in the loss of valuable evidence.

§ 7 Audit obligations of LiA-Club

We do not assume any auditing obligations. In particular, we have no duty without cause to check the contents for possible infringements of third party rights or for the existence or content of the licenses. Complaints regarding content must be addressed to the respective originator of the content. We do not make any changes to the content, nor do we select, verify or check the content without specific cause.

§ 8 Sanctions for breach of the above obligations/release from liability

- (1) In the event of violations of the aforementioned provisions of these Terms of Use, as well as violations of applicable law in general, we shall be entitled:
- a) To remove the contents from the platform.
 - b) To block and delete all content posted online via the account for control purposes.
 - c) To disclose information to other members, where this is necessary, to protect those members (e.g., to protect against legal action, fraud, etc.).
 - d) To notify the authorities concerned.
 - e) To take our own legal measures against the infringer.
 - f) To block the entire account and to terminate the account without notice upon confirmation of the suspicion. In this case, we are entitled to remove all content in the user account immediately.
- (2) If necessary, your access will be logged and stored for a period of six months in the form of access data, period and pages called up in order to trace any infringements or violations. In the event of an indication of an infringement, the data will be inspected. The data may be used to provide information to the rights holder or investigating authorities.
- (3) Should third parties assert claims against us due to possible legal infringements on your part or due to a legal infringement committed by you, you undertake to indemnify us from any liability and to reimburse us for the expenses and damages caused thereby, including the costs of legal prosecution.
- (4) You shall notify us immediately in writing if such claims are asserted against you by third parties due to the infringement of industrial property rights.

§ 9 Defect rights

In the event of a defect, the statutory provisions shall apply in principle.

§ 10 Liability

- (1) The following exclusions and limitations of liability shall apply to any liability on our part for damages, notwithstanding the other statutory prerequisites for claims.
- (2) We shall be liable for damages without limitation to the extent that:
- a) can be traced back to gross negligence or intent,
 - b) we have assumed a guarantee for the quality of the goods,



- c) are to be replaced in accordance with the Product Liability Act,
 - d) have arisen in life, body or health, or
 - e) are based on a culpable violation of essential contractual obligations.
- (3) The liability for simple and gross negligence as well as for the violation of essential contractual obligations is also limited to the foreseeable and contract-typical damage, the occurrence of which was reasonably recognisable at the time of conclusion of the contract due to the circumstances known to you at that time and unless, at the same time, another of the exceptions listed in paragraph 2 lit. b) to c) is present.
- (4) In all other respects, any liability for damages of any kind, regardless of the basis of claim, including liability for culpa in contrahendo, is excluded.
- (5) The strict liability on our part according to § 536a Abs. 1, 1. Alt. BGB for defects already existing at the time of the conclusion of the contract is excluded.
- (6) The aforementioned exclusions and limitations of liability shall also apply in favour of employees, vicarious agents and other third parties whose services we make use of to fulfil the contract.
- (7) The foregoing provisions shall apply to all claims for damages (in particular for damages in addition to performance and damages in lieu of performance), irrespective of their legal basis, in particular due to defects, breach of duties arising from the contractual obligation or tort. They shall also apply to claims for reimbursement of futile expenses.
- (8) A change in the burden of proof to your disadvantage is not associated with the above provisions.

§ 11 Termination

- (1) The subscription begins with the activation and ends with the expiration of the chosen subscription period (cf. § 2 para. 2).
- (2) In the case of companies pursuant to § 2 para. 2: Subscriptions with a period of 1 month are automatically extended by one month, unless the contract is cancelled 7 days before the end of the booked month.
- (3) Subscriptions with a period of 1 year shall be automatically extended by a further year in each case, if the contract is not cancelled 1 month before the end of the booked annual period.
- (4) Notice of termination shall be given in written form.

§ 12 Rights of LiA-Club

- (1) The graphics, contents, texts, databases, the software, the concept, the logos, pictures, brands etc. used by us are protected by copyright and/or by the right as database manufacturer and/or by industrial property rights. Any use of this content, in whole and/or in part, is prohibited.
- (2) We reserve the right to place advertising for us and/or our partners within the framework of the statutory provisions.



§ 13 Data protection

In the following section we inform you about the collection of personal data for business transactions. Personal data is all data that can be related to you personally, e.g. name, address, e-mail addresses, payment data, ordered goods.

1. Responsible person

Responsible according to art. 4 para. 7 GDPR is Eva-Maria Schinko, St.-Florian-Weg 4, 87452 Altusried/OT Krugzell, Tel. 08374/4110087, info@lernen-im-allgaeu.de, www.lioclub.de, www.lernen-im-allgaeu.de.

2. Information about data collection for the purpose of contract execution

- (1) If you commission us or buy something from us, the following information will be collected: name, address, e-mail address, telephone number, date of birth, company name if applicable, title, number of employees if applicable (within the scope of company registration) and account data.
- (2) The data will be collected, stored and if necessary passed on by us, to the extent necessary to perform the contractual services. The collection, storage and forwarding are therefore carried out for the purpose of performance of the contract and on the basis of Art. 6 para. 1 sentence 1 lit. b GDPR. Failure to provide this data may result in the contract not being concluded.
- (3) In particular, we are entitled to transfer your data to third parties if and as far as this is necessary for the implementation of pre-contractual measures and performance of this contract pursuant to Art. 6 para. 1 lit. b) GDPR, for the fulfilment of a legal obligation according to Art. 6 para. 1 lit. c) GDPR or if it is required for the purpose of enforcement of our legitimate interests pursuant to Art. 6 para. 1 lit. f) GDPR. A transmission can take place in particular to
 - (a) payment institutions in the context of payment
 - (b) processors commissioned on our behalf, i.e. on our instructions and on the basis of a contract for us (newsletter service, IT service provider)

3. Storage duration

The personal data collected will be stored until the end of the legal retention period for merchants (6, 8 or 10 years after the end of the calendar year in which the contractual relationship was terminated) and deleted thereafter. This does not apply in exceptional cases if we are obliged to store the data for a longer period of time due to tax or commercial law storage obligations (in accordance with HGB, StGB or AO) or if you have consented into a contract that goes beyond this storage of the data.

4. Rights

- (1) You have the right to request information from us at any time about the personal data we have stored about you (Art. 15 GDPR). This also applies to the recipients or categories of recipients to whom this data is forwarded and the purpose of the storage. You also have the right, under the following conditions of Art. 16 GDPR to demand the correction and/or, under the conditions of Art. 17 GDPR, the deletion and/or, under the conditions of Art. 18 GDPR, the restriction of processing. Furthermore, under the conditions of Art. 20 GDPR, you may request data transmission at any time.



-
- (2) If personal data is processed for the performance of tasks in the public interest (Art. 6 para. 1 sentence 1 lit. E GDPR) or to safeguard legitimate interests (Art. 6 para. 1 sentence 1 lit. f GDPR), you may object to the processing of your personal data at any time with effect for the future. In the event of objection, we must refrain from any further processing of your data for the aforementioned purposes, unless:
 - a) there are compelling reasons worthy of protection for a processing which outweigh your interests, rights and freedoms, or
 - b) the processing is required for the assertion, exercise or defense of legal claims.
 - (3) All requests for information, revocations or objections regarding data processing should be sent by e-mail to our data protection officer in accordance with Clause 1, Paragraph 2 or to the address stated in Clause 1, Paragraph 1. For further information, please refer to the complete text of the GDPR and our data protection declaration, which can be viewed on the Internet at www.lia-club.de. In addition, you have the possibility of complaining to the responsible supervisory authority about data protection issues. The authority responsible for us is the Bayerisches Landesamt für Datenschutzaufsicht, Promenade 27, 91522 Ansbach.

§ 14 Dispute resolution/information according to ODR regulation, § 36 VSBG (Act on Alternative Dispute Resolution in Consumer Matters)

The European Commission provides a platform for Online Dispute Resolution (ODR), which can be found at <http://ec.europa.eu/consumers/odr/>. This online dispute resolution (ODR) service is designed to provide a simple, efficient, fast and inexpensive out-of-court solution to disputes (ODR procedure). The details can be found in the link above. We are not obligated and not prepared to take part in a dispute settlement procedure before a consumer arbitration board (ADR procedure).

§ 15 Applicable Law and Jurisdiction

- (1) The law of the Federal Republic of Germany shall apply to these terms and conditions and the entire legal relationship between us and our contractual partners, subject to other individual agreements, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The law of the Federal Republic of Germany shall also apply to consumers, subject to other individual agreements, insofar as the law of the consumer's home country does not contain any mandatory consumer protection provisions which have priority.
- (2) If you are a merchant, a legal entity under public law or a special fund under public law, or if you do not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship shall be Kempten. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.