General Terms and Conditions
(Course and subscription offers, learning platform)

I. Your contractual partner

The contract is concluded with „DeutschAkademie“ Weiterbildungs GmbH, Opernring 1/Stiege E, 1010 Vienna.

II. Profile

To use our services, you must create a profile. To do so, you must complete the registration form in full and submit it.

III. Booking

To book a course or subscription offer, you must add it to your shopping cart and click the checkout button. A binding contract is formed upon receipt of the confirmation email.

IV. Special terms and conditions for course offers

The following terms and conditions apply to our course offers:

1. Prepayment policy

To participate, the course must be paid in full at the time of booking. If a binding funding commitment has been issued for your course and we bill the funding agency directly (see item 16), you will only pay the portion you are responsible for at the time of booking.

2. Follow-up course

Follow-up courses must be booked separately and are not automatically reserved. You will receive an email regarding reservation options during your course.

3. No right of withdrawal

Pursuant to Section 18(1)(10) of the FAGG, there is no right of withdrawal.

4. Rescheduling your German course

You can reschedule your German course up to 14 days before the course starts. The first rescheduling is free; each subsequent rescheduling costs €30 per course month.

5. Cancellation and cancellation insurance

You may cancel your German course no later than 14 days before the course begins without providing a reason. After this date, cancellation is no longer possible unless you have also purchased additional cancellation insurance.

We offer two types of cancellation insurance, which you can select when booking:

- **Insurance in case of non-attendance of the course**: This insurance costs 3% of the total amount and can only be claimed before the course begins. If you or a family member becomes ill and you are therefore unable to attend the course, we will refund the course fees, but only upon presentation of a doctor's note. Confirmations must be in German or English. As an alternative to a refund, you may attend a later course.

- **Insurance in case of course cancellation**: This insurance costs 10% of the total amount. You can claim this insurance if you must cancel the course due to a work obligation, a death in the family, or illness. In this case, we can reimburse you for the proportionate course fees upon presentation of a confirmation from your employer or a doctor's note. Confirmations must be in German or English. As an alternative to a refund, you may attend a later course.

The cancellation insurance is **non-refundable**.

6. Our special right of withdrawal in case of insufficient participants

If the minimum number of 7 participants is not reached, DeutschAkademie reserves the right to shorten the course if, in the teacher's opinion, the more intensive support resulting from the smaller group size justifies this from a language pedagogical perspective ("**shortening**"), or to cancel the course ("**withdrawal**"). We will notify you via email of any shortening or cancellation pursuant to the first sentence (we reserve the right to use other means of notification and communication). In the event of cancellation, the refund will be issued via the payment method you used for payment.

7. Prerequisites for participation

(1) Course participants must be literate.

(2) Course participants must be at least 16 years old.

8. Visas

Participants who need a visa should register at least 2 months before the course begins.

9. No recordings

Please note that our services always consist of (virtual) in-person classes, and we therefore do not provide recordings of the sessions**.**

10. Course materials

Course materials (e.g., textbooks) are not included in the course price and must be purchased separately.

11. Fieldtrips and sightseeing tours

The costs for fieldtrips and sightseeing tours are not included in the course price. Any related expenses must be paid on-site at our customer service office.

12. Holidays

There are no classes at DeutschAkademie on national holidays. Course sessions that would otherwise have taken place on these days will not be refunded nor made up at a later date.

13. telc exams

(1) DeutschAkademie is the administering examination center. However, the exam itself is provided by telc gGmbH and is subject to telc's Terms and Conditions and exam regulations. (Terms and Conditions and Exam regulations – telc)

(2) By registering for the exam, you also agree to our exam guidelines: FAQ about the telc exam at the DeutschAkademie. Please pay particular attention to the separate cancellation policy for exams:

(3) You may cancel or reschedule your exam free of charge up to 4 weeks before the exam date. After this deadline, this is no longer possible. If you register within the last 30 days before the exam, free cancellation is not possible. After that, the full exam fee will be charged.

(4) You cannot take the exam without a valid official photo ID.

14. ÖSD exams

(1) DeutschAkademie is the administering examination center. However, the exam itself is provided by Verein Österreichisches Sprachdiplom Deutsch (ÖSD) and is subject to ÖSD's exam regulations.

(2) By registering for the exam, you also agree to our exam guidelines: ÖSD Vienna. Please pay particular attention to the separate cancellation policy for exams:

(3) You may cancel or reschedule your exam free of charge up to 4 weeks before the exam date. After this deadline, this is no longer possible. If you register within the last 30 days before the exam, free cancellation is not possible. After that, the full exam fee will be charged.

(4) You cannot take the exam without a valid official photo ID.

15. Irregular attendance

In the event of irregular attendance in the German course, there will be no refund of course fees and no extension of the course.

16. Subsidised courses (e.g., waff funding)

(1) If your course is fully or partially subsidized by a funding agency—in particular, the Vienna Employee Support Fund (waff)—the funding guidelines of that agency alone govern the granting, amount, and disbursement of the subsidy. You have no claim to the subsidy against the DeutschAkademie.

(2) Funding agencies generally require a minimum attendance rate. You are personally responsible for informing yourself about the funding requirements that apply to you and for

complying with them. We will document your attendance and issue a certificate of attendance upon request.

(3) If you fall short of the required minimum attendance or fail to meet any other funding requirement, the funding may be withheld in whole or in part. The agreed-upon course fee remains unaffected by this. We will invoice you for the portion not covered by the funding. This amount is due immediately upon receipt of the invoice.

(4) Paragraph 3 does not apply if you fail to meet the minimum attendance requirement for reasons for which we are responsible, in particular because class sessions are canceled or the course is shortened in accordance with Section 6.

17. Liability and warranty

(1) The provider is liable in cases of willful misconduct and gross negligence. In cases of slight negligence, the provider is liable only for breaches of material contractual obligations and only to the extent of foreseeable damages. Liability for damages resulting from injury to life, body or health remains unaffected.

(2) In all other respects, the law governing service contracts applies, which means that there is no warranty for defects.

V. Special terms and conditions for our subscription offers

We offer course participants access to AI-powered learning tools (hereinafter referred to as “Services”) through a subscription model. The following terms and conditions apply:

1. Minimum age

You must be at least 16 years old to purchase a subscription, and the services may only be used under adult supervision.

2. Subscription terms

(1) Your subscription continues from the date of purchase until the cancellation takes effect.

(2) Billing is handled by the payment service provider Stripe (Stripe Payments Europe, Ltd., Ireland). Completion of the payment requires the user’s acceptance of Stripe’s Terms of Service.

(3) Subscription plans may be cancelled at any time at the end of the current billing period.

(4) We reserve the right to change the price from time to time, at our reasonable discretion, to reflect changes in the total costs associated with our service. Examples of cost elements that influence the price of our subscription offers include production and licensing costs, costs for the technical provision and distribution of our service, customer service, and other costs of sales (e.g., billing and payment processing, marketing), general administrative and other overhead costs (e.g., rent, interest and other financing costs, costs for personnel, service providers, and services, IT systems, and energy), as well as government-imposed fees, contributions, taxes, and levies. All price changes will take effect no earlier than the end of the month following the current billing period.

3. No access from abroad

The services are technically designed to be used from Austria. Experience has shown that access from abroad is possible if there are no country-specific restrictions. However, we do not guarantee usability when accessing the services from abroad.

4. Availability, right to make changes

(1) Maintenance work, security updates, or outages by third-party providers (e.g., hosting platforms, cloud and AI hyperscalers) may lead to temporary disruptions. Therefore, continuous availability is not guaranteed; rather, only regular availability within the scope of what is technically customary is guaranteed.

(2) The services are regularly updated and modified. Access to the current version is the only obligation.

5. Right of use (exclusively) for educational purposes

(1) With your subscription, you acquire a limited, non-exclusive, and non-transferable right to access the Services for your own educational purposes.

(2) Any use beyond this scope is prohibited; in particular, it is prohibited to use the Services for commercial purposes; to archive, reproduce, modify, license, or create derivative works thereof; to access or use them via robots, spiders, web scraping, or other automated processes; to decompile, reverse engineer, or disassemble them; to manipulate them (in particular by adding code or using manipulative prompts), or to circumvent their access barriers.

(3) If you violate these restrictions on usage rights or use the service in an illegal manner, we are authorized—in addition to any legal sanctions—to terminate or restrict your use of our service.

6. Login credentials

Your login credentials are intended solely for your personal use and must be kept confidential. If we suspect identity theft or other fraudulent activities, we are authorized to suspend access until the matter is resolved.

7. Right of withdrawal

Withdrawal policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.
The withdrawal period is fourteen days from the date the contract is concluded.
To exercise your right of withdrawal, you must inform „DeutschAkademie“ Weiterbildungs GmbH Opernring 1/Stiege E 1010 Wien, Email: service@deutschakademie.com
by means of a clear statement (e.g., a letter sent by mail or an email) regarding your decision to withdraw from this contract. You may use the attached model withdrawal form for this purpose, though its use is not mandatory. You may also fill out and submit the model withdrawal form or another clear statement electronically on our website

deutschakademie.de. If you make use of this option, we will immediately send you (e.g., via email) a confirmation of receipt of such a withdrawal.
To meet the withdrawal deadline, it is sufficient for you to send the notification of your exercise of the right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of any additional costs resulting from your choice of a delivery method other than the least expensive standard delivery option we offer), without delay and no later than fourteen days from the day on which we receive notice of your withdrawal from this contract. We will use the same payment method for this refund that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees in connection with this refund.
If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of your exercise of the right of withdrawal with respect to this contract, compared to the total scope of the services provided for in the contract.

Sample withdrawl form

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

- To „DeutschAkademie“ Weiterbildungs GmbH Opernring 1/Stiege E 1010 Wien, EMail: service@deutschakademie.com
- I/We (*) hereby cancel the contract I/we (*) entered into 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 for written notices)
- Date

(*) Delete as appropriate.

8. Limitation of liability

(1) The Provider bears unlimited liability for willful misconduct and gross negligence, as well as for damages resulting from injury to life, body or health.

(2) The Provider is liable for slight negligence only in the event of a breach of a material contractual obligation. In such cases, liability is limited to the foreseeable, typically occurring damages.

VI. Payment

You may pay exclusively using the payment methods listed on the website or during the ordering process.

VII. Technical errors and mistakes

(1) The offers, prices, discounts, vouchers, availability and other details displayed on the website may be incorrectly presented or calculated due to technical errors or mistakes.

(2) In the event of obvious technical errors or mistakes, in particular incorrectly calculated prices, discounts or vouchers, there shall be no entitlement to the incorrectly displayed benefit, provided that the error was objectively recognisable to the customer.

(3) In such cases, DeutschAkademie is entitled to correct or cancel the incorrect booking. In the event of a cancellation, any payments already made will be refunded in full via the original payment method.

(4) DeutschAkademie reserves the right to correct any incorrect information, calculations or technical functions at any time.

VIII. Applicable law, contract language

(1) The law of the Republic of Austria applies to all legal relationships between the parties, but only to the extent that this does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has his or her habitual residence.

(2) German is available as the contract language.

IX. Consumer arbitration board

We are neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board.