Terms and Conditions ZEIT SPRACHEN

These terms and conditions are available for download and printing.

1 Scope

The following Terms and Conditions ("Terms") govern the contractual relationship between ZEIT SPRACHEN GmbH, Kistlerhofstraße 172, 81379 Munich (hereinafter referred to as the "Publisher") and consumers and businesses who order goods or services – such as subscriptions and individual issues of the print and digital publications ADESSO, Business Spotlight, Deutsch perfekt, ECOS, écoute and Spotlight, - from the publisher.

Customer service contact details:

You can reach the Publisher's customer service via the online service portal at https://kundenportal.zeit-sprachen.de or as follows:

- **Telephone*/**:**
    - Subscribers and bookshops: +49 (0) 89 / 121 407 10
    - Teachers, language trainers, companies: +49 (0) 89 / 95 46 77 07
    - Monday to Friday 08:00 to 20:00, Saturday 09:00 to 14:00
- **Fax or e-mail:**
    - Subscribers and bookshops: fax +49 (0) 89 / 121 407 11, abo@zeit-sprachen.de
    - Teachers, language trainers, companies: fax +49 (0) 89 / 95 46 77 08, lehrer@zeit-sprachen.de
- **By post:** ZEIT SPRACHEN GmbH, Kundenservice, 20080 Hamburg, Germany
- **ZEIT SPRACHEN service portal:** https://kundenportal.zeit-sprachen.de

* ** (0.14 EUR/min from German landlines, max. 0.42 EUR/min from mobile networks)

2 Conclusion of Contract

By placing your order, you make an offer to conclude a purchase or subscription contract. Offers on the Publisher's websites or in advertising materials are merely an invitation to make an offer.

Orders in the online shop or on other order pages: By clicking the button "Jetzt kaufen" ("Buy now"), you submit a binding offer to conclude a purchase contract. Until then, you can change the contents of your shopping cart and your data at any time. You will then receive an e-mail confirming that your order has been received in our shop.

Orders by telephone, post, fax or order card: You will receive confirmation of receipt of your offer by e-mail or post. This confirmation does not yet constitute acceptance of your offer; it merely informs you that your order has been received.

The contract is only concluded when the Publisher either expressly accepts the order within one week of receipt (confirmation by e-mail) or delivers / makes available the ordered goods within that period. The acceptance period begins on the day after the customer sends the offer and ends at the end of the seventh day following the sending. If the Publisher does not accept the offer within this period, it is deemed rejected and you are no longer bound by your offer.

This does not change for orders of digital content, downloads or streams. Your offer is deemed accepted when the non-physical goods and services are delivered to you electronically, which generally happens promptly after your payment has been confirmed.

Every order is subject to availability. If goods are not available, we will inform you without delay and refund any consideration already provided.

3 Prices and Payment Terms

All prices stated are final prices in EURO (except for deliveries to Switzerland, where the local currency CHF applies) and, subject to the following provisions, include all price components, including statutory value added tax where applicable.

Subscription fees are payable in advance for the stated number of issues from the conclusion of the contract.

Depending on the product, you can pay by direct debit, credit card, bank transfer, SEPA direct debit or PayPal. The terms of the respective payment providers apply in addition.

For orders on invoice, unless the invoice states a payment period, the invoice amount is due without deduction 30 days after the invoice date and must be transferred to the account stated on the invoice. In the event of late payment, the Publisher may, after a reminder and setting a grace period, stop supplying goods.

For SEPA direct debit, the notice period for our collection is 5 (five) days from receipt of our invoice, i.e. we will not collect the amount due earlier than five days after you have received our invoice.

Subscriptions are billed via DPV (Deutscher Pressevertrieb GmbH, Koreastraße 7, 20457 Hamburg, Germany) as the performing business.

4 Price Increases

ZEIT SPRACHEN may adjust the subscription price at its reasonable discretion (*nach billigem Ermessen*), including during the contract term. Adjustments respond to changing calculation factors, such as production and procurement costs, delivery

costs, costs for providing customer service, purchase and sales costs, general administrative and overhead costs (e.g. personnel, rent, service providers, IT systems, energy, interest and financing costs) and government-imposed charges (contributions, taxes and levies).

If overall costs have risen, the adjustment may increase the price; if overall costs have fallen, it reduces the price. The adjustment is proportionate to the change in calculation costs. An increase in one cost factor may only be taken into account to the extent it is not offset by a decrease in another. Where costs decrease, prices must be reduced insofar as those decreases are not fully or partly offset by increases elsewhere.

When exercising its discretion, ZEIT SPRACHEN will time price changes so that cost reductions are not treated less favourably for the customer than cost increases; cost reductions must take effect on price at least to the same extent as cost increases.

If prices or the frequency of our subscriptions increase, we will inform you in good time in the imprint of our products. The increase then takes effect with the next issue. In the event of an increase, you may terminate the contract for the relevant subscription/product (special right of termination) within four weeks of receiving notice. If you do not terminate, or do not terminate in time, the contract continues at the new prices.

5 Ordering Digital Content (Individual Issues and Subscriptions)

If you order from ZEIT SPRACHEN for the first time, you will be asked during or after the ordering process to create a user account consisting of a user name and password through a registration process.

If you have a subscription to digital content, you can access or download it via our mobile apps or web apps. Magazine issues are available for download at www.zeit-sprachen.de/onlinearchiv for a reasonable period. After that, the Publisher may remove this content from your account. Unlimited data backup and availability are not part of the contract and cannot be guaranteed. You should therefore also save your downloads locally on your devices.

Please keep your user name and password confidential and do not make them accessible to third parties. If we detect misuse of your access data, we reserve the right to claim damages and to block your account.

Providing or transmitting digital content does not grant you any right to further use. In particular, publishing content on the internet, and unauthorised reproduction, distribution or making publicly available of digital content via the internet, whether free or paid, is not permitted. The same applies to removing copyright notices and source references and to any other editing or manipulation of the content. Uses permitted under German copyright law and free-of-licence uses are not restricted. For all other uses, a licence from the Publisher is required.

6 Delivery

Print subscription issues are delivered by DPV (Deutscher Pressevertrieb GmbH, Koreastraße 7, 20457 Hamburg, Germany) as the performing business to the address you provide.

If you do not state from which issue delivery should begin, delivery starts with the next possible issue, which depends on the publication date.

As a subscriber, you may stop delivery during a holiday absence for up to one month. Your subscription is then extended by the period of the interruption.

Back issues of magazines, exercise booklets and audio products will, if a purchase contract is concluded, be delivered within 5 working days (Monday to Friday, excluding public holidays) after the payment order has been given to your bank (credit card) or after conclusion of the contract (direct debit or invoice purchase).

Delivery of all other products (e.g. annual volumes) takes place for items marked as available (such as books or magazines) within 5 working days, on the same basis. Subscription products and individual orders are dispatched from different distribution points, so you may receive several deliveries and invoices.

Goods are delivered to the delivery address you provide.

7 Shipping Costs

Shipping costs for subscriptions to Germany, Austria and Switzerland are included in the prices. For shipping to other countries, we charge the postage surcharges applicable at the time. Current conditions are available at https://kundenportal.zeit-sprachen.de/faq.

Shipping costs for individual products are EUR 3.00 for deliveries within Germany and Austria and CHF 4.00 for deliveries to Switzerland. Delivery is free from an order value of EUR 19.00 (CHF 19.00). Shipping costs to other countries are higher; the amount shown in the shopping cart applies.

We also offer to send your subscription to your holiday address, against reimbursement of any additional costs. You can manage your subscription via our ZEIT SPRACHEN service portal: https://kundenportal.zeit-sprachen.de.

8 Right of Withdrawal, Withdrawal Instructions, Model Withdrawal Form

If you are a consumer, the Publisher grants you a right of withdrawal under the following instructions. A consumer is any natural person who enters into a legal transaction for purposes that can be attributed neither to their commercial nor to their independent professional activity (Section 13 BGB).

Withdrawal Instructions

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 day on which you, or a third party named by you who is not the carrier, take possession of the goods (or of the last item, partial delivery or piece in the case of several goods ordered together or a delivery in several partial deliveries), or, for digital content not supplied on a physical data carrier (e.g. CDs or DVDs), from the day the contract is concluded.

To exercise your right of withdrawal, you must inform us (ZEIT SPRACHEN GmbH, Kundenservice, 20080 Hamburg, Germany; telephone: +49 (0)89/121 407 10; fax: +49 (0)89/121 407 11; e-mail: abo@zeit-sprachen.de) of your decision by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model withdrawal form below, but this is not mandatory. To meet the deadline, it is sufficient to send the notice before the withdrawal period expires.

Consequences of withdrawal

If you withdraw, we will refund all payments received from you, including delivery costs (except additional costs resulting from your choice of a delivery type other than our cheapest standard delivery), without undue delay and no later than fourteen days after receiving your withdrawal notice. We will use the same means of payment as in the original transaction unless expressly agreed otherwise; no fees will be charged to you for this refund. For goods, we may refuse the refund until we have received the goods back or you have provided proof of return, whichever is earlier.

You must return or hand over the goods to us (ZEIT SPRACHEN GmbH, Kundenservice, 20080 Hamburg) or to the sender address stated on the return slip without undue delay and no later than fourteen days after informing us of the withdrawal. The deadline is met if you send the goods before it expires. We bear the cost of returning the goods. You are only liable for any loss in value if it results from handling the goods beyond what is necessary to examine their condition, properties and functioning.

Compensation for services

If you have requested that a service begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of services already provided up to the time you inform us of your withdrawal, compared with the total services under the contract.

Early expiry of the right of withdrawal for services

Your right of withdrawal for a service contract expires early if we have fully performed the service, after you have expressly consented and confirmed that you lose your right of withdrawal upon full performance, and we have begun performance.

Early expiry of the right of withdrawal for digital content

Your right of withdrawal for digital content not on a physical data carrier also expires early if the Publisher has begun performance after you (1) have expressly consented that performance begins before the end of the withdrawal period and (2) have confirmed your knowledge that you lose your right of withdrawal upon the start of performance.

Special notes

If you have ordered a package of goods, services and/or digital content whose components are economically linked so that one cannot be ordered without the other, or only on different terms (e.g. wine plus a digital subscription), and you have a right of withdrawal under a contract connected to the digital content contract, that right also extends to the digital content contract.

Exclusion of the right of withdrawal

There is no right of withdrawal for contracts for newspapers, magazines or illustrated periodicals, except subscription contracts. Nor does it apply to goods that are not prefabricated and whose manufacture depends on an individual selection by the consumer, or that are clearly tailored to the consumer's personal needs. There is also no right of withdrawal for audio or video recordings (e.g. CDs, DVDs) or computer software in sealed packaging if the seal has been removed after delivery.

Model Withdrawal Form

If you wish to withdraw from the contract, you may complete and return this form to: ZEIT SPRACHEN GmbH, Kundenservice, 20080 Hamburg, Germany; fax: +49 (0)89/121 407 11; e-mail: abo@zeit-sprachen.de

- I/We (*) hereby withdraw from my/our (*) contract for the purchase of the following goods (*) / the provision of the following service (*):
- Customer and/or order number, ordered on (*) / received on (*):
- Name of consumer(s):
- Address of consumer(s):
- Signature of consumer(s) (only for notification on paper):
- Date:

(*) Delete as applicable.

9 Termination of Contract

1. Magazine, audio trainer and exercise booklet

a) Get-to-know offer: If you have taken the get-to-know offer (one free issue), you may terminate up to 10 days after receiving the issue. If no termination has been received by then, the subscription is automatically extended, but may be terminated at any time, with a money-back guarantee for paid but undelivered issues. Amounts paid in advance for issues no longer delivered after termination will be refunded.

b) Mini subscription: If you have taken a mini subscription (two or three issues of magazines, audio trainers or exercise booklets), you may terminate up to 10 days after receiving the last issue. If no termination has been received by then, the subscription is automatically extended, but may be terminated at any time, with a money-back

guarantee for paid but undelivered issues. Amounts paid in advance for issues no longer delivered after termination will be refunded.

c) Half-year and annual subscriptions: After the first subscription period, you may terminate at any time with effect from the end of a month. Amounts paid in advance for issues no longer delivered after termination will be refunded.

ZEIT SPRACHEN offers trial and test subscriptions so that you can get to know our products. The company expressly reserves the right to exclude consumers who repeatedly take up these offers. The number of free trial orders is limited to a maximum of two orders within twelve months.

Different notice periods: If a shorter notice period is stated for individual offers, that period applies. For all subscription offers, send your termination notice to ZEIT SPRACHEN GmbH, Kundenservice, 20080 Hamburg, or by telephone at +49 (0) 40/734 470 046, or by e-mail to abo@zeit-sprachen.de.

10 Conditions for Students, Pupils and Trainee Teachers

If you take out a subscription as a full-time day student, apprentice, pupil or trainee teacher (Referendar), you can benefit from significant discounts. To receive these discounts, send us a copy of your current enrolment certificate, pupil ID or another comparable proof, to ZEIT SPRACHEN GmbH, Kundenservice, 20080 Hamburg, or by e-mail to abo@zeit-sprachen.de.

11 Retention of Title

The delivered goods remain the property of the Publisher until all claims have been fully satisfied.

12 Warranty, Liability and Exclusion of Liability

In the case of a warranty claim, the statutory provisions apply.

The Publisher pays damages, regardless of legal basis, in full for intent and gross negligence. Where a expressly guaranteed property is missing, damages are limited to the typical and foreseeable loss that the guarantee was meant to prevent. In all other cases, except injury to life, body or health or breach of essential (cardinal) obligations, liability is excluded unless regulated otherwise below. The Publisher is liable only for damage to the delivered item itself; in particular, it is not liable for lost profit or other financial loss.

Where the Publisher's liability is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents. These limitations do not apply to personal injury or to claims under the German Product Liability Act (Produkthaftungsgesetz).

13 Service Portal, Login Service, Use of Digital Products

To manage your subscriptions, the Publisher provides, among other things, the online service portal at https://kundenportal.zeit-sprachen.de. For registration and use of digital subscriptions and other online services, it also provides the central login service ("Login Service"). Together these are the "Services".

The subscription service allows you to place orders, change subscriptions (delivery, holiday service, payment, etc.) and change customer data (address, contact details, etc.) in writing, by telephone or via the online service portal.

To use the digital products and the online service portal, you must register through the central Login Service as described below. When registering, you must provide a genuinely used and regularly accessed e-mail address and choose and enter a password (personal access data = login). Customers with an existing ZEIT SPRACHEN customer account link it to their login data by entering their name and a subscription number. Users must not provide data of third parties.

Submitting the registration form is the user's offer to conclude the agreement on use of the central Login Service. The Publisher accepts by confirming the registration on screen and/or by e-mail, or by enabling access to the relevant areas after submission. The agreement is then concluded.

You will receive a confirmation e-mail immediately after the registration form is received. It contains a confirmation link; clicking it confirms your e-mail address. This confirmation is required to log in via the Login Service in future or to use digital services. Individual websites may allow use of services in the same session before the e-mail address is confirmed.

The Publisher may reject individual registrations without giving reasons, even after the confirmation e-mail has been sent. In that case, no agreement on the Login Service is formed.

The right to use the Services is personal to the user/registrant and not transferable. Access data must be kept safe and must not be passed on to third parties. The user is responsible for keeping access data confidential and is liable for damage caused by misuse for which they are responsible. The Publisher may block access to the Services if misuse of access data occurs through the user's fault. Both the Publisher and the user may end the Service agreements at any time by ordinary termination without notice period. The right to extraordinary termination remains open to each party.

Notices of termination from the Publisher are deemed received when sent to the e-mail address stored in the user account.

If a subscription exists, termination of your access to the booked, access-restricted areas only takes effect when the subscription ends. Until then, deletion of the relevant service is not possible.

14 Data Protection

Data protection is a particular concern for us. We comply with all statutory provisions when handling your personal data, in particular the German Federal Data Protection Act (Datenschutzgesetz) and the Telemedia Act (Telemediengesetz). For details, see our privacy policy: https://unternehmen.zeit-sprachen.de/datenschutz.

Delivery of ordered goods and digital products, as well as billing and customer support, may be carried out by external service providers commissioned by the Publisher. Details on the use of your customer data can also be found in our privacy policy.

15 Final Provisions

German law applies exclusively. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

For merchants (Vollkaufleute) and for orderers without a general place of jurisdiction in the European Union, or who move their domicile or habitual residence abroad after the contract is concluded, or whose domicile is unknown at the time of filing a lawsuit, the place of jurisdiction is Munich.

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