

## General Terms and Conditions of Business and Use

The General Term and Conditions of Business and Use set forth below shall apply to contracts between you as the Purchaser and us as the Seller for delivery of language magazines and/or other types of goods.

### Sec. 1 Scope and contractual basis

The General Terms and Conditions of Business and Use set out below, together with our written confirmation of order, shall constitute the legal framework governing your use of the websites “www.spotlight-verlag.de”, “www.spotlight-online.de”, “www.business-spotlight.de”, “www. adesso-online.de”, “www.ecos-online.de”, www.ecoute.de, www.deutsch-perfekt.com“, www.dalango.de and “www.express.spotlight-verlag.de” and the contractual relations with respect thereto entered into between you and us, Spotlight Verlag GmbH, Fraunhoferstrasse 22, 82152 Planegg/Munich, represented by its Managing Directors Rudolf Spindler and Jan Henrik Groß (hereinafter “Spotlight”).

You may store and/or print out our GTC as well as our electronic order form.

The GTC shown on our website at the time your order is placed shall apply.

### Sec. 2 Formation of contract

Offers and presentations on the websites “www.spotlight-verlag.de”, “www.spotlight-online.de”, “www.business-spotlight.de”, “www. adesso-online.de”, “www.ecos-online.de”, www.ecoute.de, www.deutsch-perfekt.com, www.dalango.de and “express.spotlight-verlag.de” shall not be deemed binding on us.

Spotlight will confirm orders placed by you; we will do so by forwarding an order confirmation to such e-mail address as you have indicated (in the case of orders placed on our website) or to your postal address (in the case of orders placed by post, by e-mail, by fax or by telephone). Our contract shall not yet be deemed formed by our confirmation. Contracts shall only be formed in the following manner.

When ordering **goods**, the formation of contract shall take effect upon your receipt of the first issue.

When ordering **Downloads**, the submission of the order form merely constitutes an offer to enter into a contract. The contract is not formed until you receive the order confirmation. Intangible goods and services offered by way of a download or streaming shall be delivered electronically immediately upon confirmation of your payment.

We shall store your order data so that they are available to us for processing your order and for any later tracking of the order which may be necessary. Your order shall be subject to reservation that the goods are available. In the event the goods are unavailable, we shall inform you without delay and shall refund any consideration you have already paid.

We shall only supply goods in quantities customary in consumer households.

Orders may only be placed by persons of legal age (= 18 years older) or with the consent of a parent or legal guardian.

### **Sec. 3 Prices and terms of payment**

The applicable price will be the price that is indicated on the date the contract is concluded and stated on the invoice sent to you.

Invoiced amounts are due and payable 14 days from the date you receive our invoice (net) and must be transferred by bank transfer to the account shown on the invoice.

Payments may also be made by credit card or direct debit. If you would like to make a payment through a SEPA direct debit, then the deadline for our pre-notification is 5 ("five") days following receipt of our invoice; i.e., we agree to debit the owed amount no sooner than five days after you have received an invoice from us.

All of our prices are quoted inclusive of legal VAT.

If the prices for our subscriptions increase, we will inform you of this in a timely fashion in our products. The price increase will in such case take effect from the date referenced therein. Current subscriptions shall be excepted from such increases; in such cases, the increase shall only take effect upon expiry of the original subscription period. If we change the frequency with which periodicals appear, these provisions shall not apply.

In the event of a default of payment, Spotlight shall be entitled to cease making deliveries.

### **Sec. 4 Personal download area**

All magazines and audio products of Spotlight Verlag are also available in the form of an electronic magazine or download.

You may subscribe to an electronic magazine or audio download service through our subscription shop ("Abo-Shop").

The first time that you place an order through our Abo-Shop (<https://aboshop.spotlight-verlag.de>), a user account consisting of a username and password will be automatically generated once the order is placed. You can modify this password at any time.

After completing the order, you will receive a link to your personal download archive. You may access this archive with your username and password. You may download the electronic magazine into the download archive on the dates that the relevant print copy is officially published and store the file on your PC. You will receive a notice thereof *via* email to avoid missing any issue.

Please make sure that you keep your username and password confidential and do not disclose that information to any third parties. If we determine that your access data has been misused, then we reserve the right to claim compensatory damages and close your account. If you have stored the electronic magazine or the audio download on your PC, then you must make sure that no one gains access to it.

Please remember that you may use the electronic magazine or the audio download (as a digital file and/or printout) only for private use in accordance with section 53 of the German Copyright Act (UrhG) and may not disclose these items to third parties.

## **Sec. 5 Delivery and passage of risk**

If, when ordering the subscription, you do not indicate which issue will be the first issue for delivery, then the delivery will begin with the next possible issue, which will depend on the publication date. The publication date is generally the last Wednesday of the month. You can find information about the exact publication date here:

<http://www.spotlight-verlag.de/erscheinungstermine>

Any back issues of our magazine, practice booklets and audio products will be delivered to you within the next two business days (Monday through Friday, excluding holidays).

The delivery of all other products (e.g., anniversary commemorative issues, compilations) that are identified as deliverable (such as books, magazine) will be made within no later than five business days (Monday through Friday, excluding holidays) after the payment order is placed with the transferring credit institution (for payment *via* credit card) or the contract is concluded (for payee debits or a purchase on account). Any intangible goods offered *via* download or streaming (e.g., electronic magazines or audio downloads) and services will be immediately delivered electronically.

We use various delivery services to ship products ordered by subscription and by individual orders. It is thus possible that you may receive multiple deliveries and invoices from us.

Goods will be delivered to the delivery address indicated by you.

The shipping costs for Germany are included in the prices for our subscriptions pursuant to section 4 of these General Terms and Conditions. We shall charge additional postage for any shipments outside of Germany. The current terms and conditions are:

	<b>Austria</b>	<b>Switzerland/Liechtenstein</b>	<b>Other international</b>	
			<b>Normal</b>	<b>Airmail</b>
<b>Annual subscription</b>	€ 10.20	SFR 18.00	€ 15.00	€ 30.00
<b>Mini subscription</b>	€ 1.70	SFR 3.00	€ 2.50	€ 5.00

Postage fees will be charged for shipment of all other goods such as individual issues, entire-year volumes, loose-leaf files etc. for which a subscription agreement has not been formed, irrespective of whether the delivery address is located in Germany or abroad. These postage charges will be a maximum of € 4.50 for shipments within Germany; in the case of shipments

abroad, the postage charges will depend on the weight of the goods ordered. You can find the exact shipping costs here:

<http://www.spotlight-verlag.de/lieferkosten>

The customer is entitled to place a stop on deliveries for the period of any absences due to holidays. Your subscription will then be extended by a time equal to the period of the interruption. The customer is entitled to have his subscription forwarded to his holiday address by paying any applicable additional charges.

The risk of loss shall be deemed to pass to the Purchaser at such time as the goods are delivered to the shipping service.

## **Sec. 6 Right of cancellation**

### **Instructions on 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 (in the case of digital content which is not supplied on a tangible medium);
- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece (in the case of a contract relating to delivery of a good consisting of multiple lots or pieces).
- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods (in the case of a sales contract),
- on which you acquire, or a third party other than the carrier and indicated by you acquires physical possession of the last good (in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately);
- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good (in the case of a contract for regular delivery of goods during a defined period of time).

To exercise the right of withdrawal, you must inform us, the

Spotlight Verlag GmbH,  
Postfach 1251,  
82141 Planegg/München,  
Tel: +49 (0) 89/121 407 10 (Monday to Friday between 8am and 8pm, and on Saturday between 9am and 2pm), Fax: +49 (0) 89/121 407 11, email: [abo@spotlight-verlag.de](mailto:abo@spotlight-verlag.de)

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 it 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 undue 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.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. We will bear the cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

### **Model withdrawal form**

(complete and return this form only if you wish to withdraw from the contract)

— To the Spotlight Verlag GmbH, Postfach 1251, 82141 Planegg/München, Tel: +49 (0) 89/121 407 10 (Monday to Friday between 8am and 8pm, and on Saturday between 9am and 2pm), Fax: +49 (0) 89/121 407 11, email: abo@spotlight-verlag.de:

— I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the

provision of the following service (\*),

— Ordered on (\*)/received on (\*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

### Exceptions from the right of withdrawal

There is no right of withdrawal for the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications in respect of distance and off-premises contracts.

### No obligation to send back the goods and liability for diminished value

Notwithstanding the legal claims stated above you are not obliged to send back the goods in case of withdrawal. You are also not liable for any derived benefits and any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **Sec. 7 Automatic extension of contract – End of contract – Termination**

### 1. Magazine, “plus” exercise book and audio-CD

#### a) annual or biennial subscription

If you have taken out an annual (or biennial) subscription, then you may terminate your subscription agreement (annual / biennial subscription) at any time after the expiry of the initial subscription period (i.e., after one or two years) with a money-back guarantee for issues that you have already paid for but have not yet been delivered to you. Your notice of termination must be in writing. It must be forwarded

by post to:

Spotlight Verlag GmbH

Customer Service

Postfach 1251

82141 Planegg

Germany

or by fax to: +49 (0) 89/121 407 11.

#### b) mini-subscription

If you have taken out a mini-subscription (two issues of one of our magazines, of our CDs or of our work book), then the following rules shall apply to you:

You have the option of terminating up to 10 days from the date you receive the last issue by post to:

Spotlight Verlag GmbH

Customer Service

Postfach 1251

82141 Planegg

Germany

or by fax to: +49 (0) 89/121 407 11.

If we have not received any notice of termination by such time, then your subscription contract shall be deemed automatically extended by one year. Of course you may terminate this subscription agreement at any time after expiry of the initial subscription period with a

money-back guarantee for issues that you have paid for but have not yet been delivered to you.

Your notice of termination must be in writing. It must be forwarded to the above-referenced postal address/fax number.

2. dalango

a) 1, 3, 6 or 12 month subscriptions

If you have taken out a 1, 3, 6 or 12 month subscription, then the following shall apply:

You and "Spotlight" are each entitled to terminate the membership by no later than two business days prior to the expiration of the term of the membership

by mail to:

Spotlight Verlag GmbH, Customer Care, Postfach 1251, 82141 Planegg, Germany

or by fax to: +49 (0) 89/121 407 11.

If the contract was not terminated, then it will be extended automatically by the selected term, i.e. by one month in the event of a monthly subscription, by three months for a three-month subscription etc.

b) Free trial membership

It is possible to take out a free trial membership.

If you decide on this option, then you may test all videos in a dalango language for 1 month, along with the associated exercises.

If you wish to continue to use dalango after this month, then you do not have to do anything else: your membership will be extended automatically by 1 year. At the end of this year, you may terminate the membership by notice of termination no later than two business days prior to the end of the term of the membership

by post to:

Spotlight Verlag GmbH, Customer Service, Postfach 1251, 82141 Planegg, Germany

or by fax to: +49 (0) 89/121 407 11.

If you no longer wish to use dalango, then you may terminate the membership during the trial month

by post to:

Spotlight Verlag GmbH, Customer Service, Postfach 1251, 82141 Planegg, Germany

or by fax to: +49 (0) 89/121 407 11.

### 3. Spotlight express

#### *(1) Special introductory offer*

If you have taken out our special introductory offer (two episodes of *Spotlight express*), then the following rules shall apply to you:

You have the option of terminating up to 10 days from the date you receive the last issue by post to:

Spotlight Verlag GmbH  
Customer Service  
Postfach 1251  
82141 Planegg  
Germany

or by fax to: +49 (0) 89/121 407 11.

If we have not received any notice of termination by such time, then your subscription contract shall be deemed automatically extended by one year. Of course you may terminate this subscription agreement at any time after expiry of the initial subscription period with a money-back guarantee for issues that you have paid for but have not yet been delivered to you.

Your notice of termination must be in writing. It must be forwarded to the above-referenced postal address/fax number.

#### *(2) three, six or annual subscription*

If you have taken out a three, six or annual subscription, then you may terminate your subscription (three, six or annual subscription) at any time after the expiry of the initial subscription period (i.e. after three, six or twelve month) with a money-back guarantee for issues that you have already paid for but have not yet been delivered to you. Your notice of termination must be in writing. It must be sent

by post to:

Spotlight Verlag GmbH  
Customer Service  
Postfach 1251  
82141 Planegg  
Germany

or by fax to: +49 (0) 89/121 407 11.

If we have not received any notice of termination by such time, then your subscription will be automatically extended by three, six or twelve months (depending on which subscription period you have chosen).



#### **4. Termination without notice**

The right to extraordinary termination for good cause [aus wichtigem Grund] shall remain unaffected. Good cause shall exist if "Spotlight" is discontinued.

#### **5. Different termination notice periods**

If a shorter termination notice period is specified for specific individual offers, then this shall apply.

#### **Sec. 8 Reservation of title**

Goods delivered to you shall remain the property of Spotlight Verlag GmbH until such time as all claims and demands of Spotlight Verlag GmbH have been satisfied.

#### **Sec. 9 Warranty, liability and exclusion of liability**

Spotlight does not warrant that the websites "www.spotlight-verlag.de", "www.spotlight-online.de", "www.business-spotlight.de", "www.spoton.de", "www.adeso-online.de", "www.ecos-online.de", www.ecoute.de, www.deutsch-perfekt.com, www.dalango.de und "www.express.spotlight-verlag.de" will be accessible and free of errors at all times. The foregoing applies in particular if your access to our websites is caused [sic!] by errors lying outside the sphere of Spotlight's responsibility.

If the purchased item contains a defect for which "Spotlight" was responsible, then the statutory rules on liability for defects will apply.

Spotlight shall pay the full amount of damages, irrespective of the legal grounds thereof, in cases involving deliberate acts or omissions and gross negligence, in cases in which a warranty of quality [Eigenschaftszusicherung] is not met, then Spotlight shall pay such amount of typical and foreseeable damages as the warranty of quality is intended to cover. In all other cases, Spotlight disclaims all liability, unless otherwise set forth below. Spotlight shall only bear liability for damages to the subject-matter of supply itself; in particular, Spotlight shall bear no liability for lost profits or other economic losses. To the extent that Spotlight had disclaimed liability for damages or limited its liability, that disclaimer shall also apply with respect to the personal liability of its employees, representatives and vicarious agents. The foregoing limitations on liability shall not apply in the case of an injury to persons or if the customer is entitled to assert claims under secs. 1, 4 of the German Product Liability Act [Produkthaftungsgesetz].

We take the greatest of care in preparing the contents of our website. We nevertheless are unable to assume any liability for the correctness of manufacturer information, product descriptions and price information, for typographical errors, technical changes, read errors caused by caching and for our ability to effect deliveries.

Figures or drawings shown in our brochures, advertisements and other offering documentation shall only be deemed approximate unless we have expressly designated the details contained therein as binding on us.

## **Sec. 10 Copyright/ usage rights**

The offer is protected by copyright provisions on reproduction and misuse. The unlawful reproduction, dissemination or publication of contents of the offer or the imitation thereof beyond the scope of the usage right granted shall be prosecuted by "Spotlight" under civil law and, if necessary, under criminal law.

You have the right to simple use of the content posted. "Spotlight" reserves all rights to the content. You are not permitted to reproduce, alter, disseminate, reprint or permanently save the information, in particular you are not permitted to use it to build a database or to transmit it to third parties.

## **Sec. 11 Content posted by the user**

If you post your own content (so-called "user generated content," e.g. text, photos, videos), particularly in discussion forums, then you agree to comply with statutory provisions. In particular, you are prohibited from circulating pornographic content or content which glorifies or incites violence, from inciting criminal acts and from infringing any third party rights.

The "publisher" is not obligated to review content placed by you. However, "Spotlight" reserves the right to review the content by random checks, without assuming the responsibility for this content.

By posting the content, you are granting "Spotlight" and its affiliated companies, at no charge and for an unlimited period of time, the right to save, circulate or publish the content or make it publicly accessible, offer it for download or use it in online media or print media of "Spotlight" and its affiliated companies. "Spotlight" also reserves the right to publish the content in an abbreviated form.

You warrant that you are entitled to grant corresponding usage rights to the posted content and you indemnify and release "Spotlight" and its affiliated companies from all third party claims asserted due to the content posted by the user.

"Spotlight" is entitled to delete the content posted by you at all times. Any damage claims of yours due to deleted content are excluded. You are solely responsible for backing up the posted content.

## **Sec. 12 Data protection**

Our data protection terms and conditions apply.

Please be hereby advised that the contractual text of your order will be stored following the conclusion of the contract in accordance with the applicable statutory rules. If you would like a copy of this contractual text, please let us know and we will gladly provide it to you.

## **Sec. 13 Final provisions**

Spotlight hereby reserves the right to modify its offers and/or these GTC at any time. The law of the Federal Republic of Germany shall govern exclusively. We hereby exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

You shall only be entitled to exercise a right of set-off if your counterclaims have been determined by res judicata court judgment or if Spotlight has acknowledged them. Furthermore, you shall only be entitled to exercise a right of retention to the extent that your counterclaim is based on the same contractual relationship.

Should any of these provisions be deemed invalid, then the validity of the remaining provisions hereof shall remain unaffected thereby. Invalid provisions shall be deemed replaced by such valid provisions as substantially achieve the desired commercial and legal purpose.

Jurisdiction and venue for disputes between the parties shall lie with the courts of Munich if the customer is a merchant within the meaning of the German Commercial Code [Handelsgesetzbuch], is a legal entity under public administrative law or is a special fund under public administrative law [öffentlich-rechtliches Sondervermögen]. The same shall apply where at the time of filing an action the customer has no registered office or ordinary residence [Sitz oder gewöhnlicher Aufenthaltsort] within the Federal Republic of Germany.

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