

General Terms and Conditions for Language Courses

1. Basic provisions

- 1.1. Language school **TIP TOP LINGUA, s.r.o. – ID 07333951**, with its registered office at Palackého nám. 91/2, Brno, 612 00, Czech Republic (hereinafter referred to as the “**supplier**”) provides services in the field of language education, and these conditions govern the contractual relationship between the entrepreneur TIP TOP LINGUA, s.r.o. and the participant of the language course (hereinafter “**participant**”) and are for participant parties binding. The aim of the supplier is to provide the participant with the highest quality services in the field of education with an emphasis on the possibility of maximum time flexibility.
- 1.2. These general terms and conditions (GTC) form an integral part of the contract concluded between the participant and the supplier.
- 1.3. The contract between the supplier and the participant arises once the registration form on the website operated by the supplier www.my.tiptoplingua.com is submitted.

2. Subject of performance

- 2.1. The subject of performance is the teaching of languages in a language course.
- 2.2. The focus of the language course is determined by the course participant in agreement with the course teacher.
- 2.3. The lesson will take place at a place designated by the supplier or by the course teacher.

3. Registration of the course participant on the website

- 3.1. By filling in a registration form on the website www.my.tiptoplingua.com, a contractual relationship is established between the course participant and the supplier (registration agreement).
- 3.2. Based on the registration contract, the supplier should provide the course participant with the first (introductory) lesson free of charge. The purpose of this lesson is to provide the course participant with the opportunity to try out the services offered by the supplier. The participant moreover has the right to enroll in individual courses and lessons offered on the supplier’s website for the entire duration of the contract.
- 3.3. After registration, any credit that is used solely for the use of the introductory lesson is assigned to the participant. To participate in the introductory lesson, the participant registers using the supplier’s website. Attendance in this lesson is non-binding. The value of the introductory credit cannot be transferred to a bank account, paid out in cash, or otherwise transferred.
- 3.4. The registration contract is concluded for an indefinite period. Both the participant and the supplier have the right to terminate this contract at any time without giving a reason with effect from the next working day after delivery.

4. Registration for the main course and other lessons

- 4.1. After completing the introductory lesson according to point 3.3 of these terms and conditions, the participant chooses the so-called main course. To register for the main course, the participant must pay the course fee in accordance with points 5 and 6 of these terms and conditions.
- 4.2. After the binding registration for the main course, the participant can register for other lessons of other courses listed by the supplier (hereinafter referred to as “other lessons”). Registration for other lessons is limited by the language level of the participant’s main course and the

amount of the participant's credit. Registration for the next lesson is not possible without a sufficient amount of credit.

- 4.3. The supplier undertakes to procure a Czech teacher or a native speaker according to the particular specification of the course.
- 4.4. The supplier undertakes to procure such teachers for teaching who he considers to be of high quality and who, at his discretion, are able to lead the lessons well.

5. Price of the course

- 5.1. The price for one teaching block (60 minutes) in the main course and the next lesson is determined by the price list valid on the day of enrollment, which is posted on the supplier's website. The price is always visible within the process of enrolling in a course or lesson on the website of the supplier.
- 5.2. The course fee for the main course is calculated by multiplying the price for one teaching block according to point 5.1 and the number of teaching blocks in the main course.
- 5.3. The course fee includes the appropriate number of teaching blocks (according to the order specification), teaching materials and the use of teaching aids.

6. Payment terms

- 6.1. The price for the course can be paid using credit.
- 6.2. Credit can be topped up in the following ways:
 - Payment by transfer to the supplier's account number: 2801829176/2010; IBAN: CZ382010000002801829176; BIC/SWIFT: FIOBCZPPXXX.
 - Through the payment gateway of Global Payments s.r.o. In the case of payment of the price for the main course, it is necessary to top up the credit in the full amount of the course fee as determined in accordance with points 5.1 and 5.2. Each additional credit top-up is possible in the minimum amount of €9.
- 6.3. The credit is non-refundable, it can only be used for services provided by the supplier for either the group course or individual online course available in the participant's personal profile. The credit is valid for 120 days from its last top-up.
- 6.4. If the participant tops up at least €9 before the expiry of his credit, the validity of the current balance is automatically set to 120 days.

7. Unregistering and changing lessons

- 7.1. The participant can register for the lesson no later than 24 hours before the scheduled start of the lesson. For group lessons, the limit is reduced to 0 hours if another user is already registered for the lesson.
- 7.2. The participant can withdraw from the lesson free of charge up to 24 hours before the planned lesson. Upon early unregistering, the credit will be automatically credited back to the participant's account.
- 7.3. Unregistering less than 24 hours before the scheduled lesson is not possible and the credit will be forfeited.
- 7.4. The supplier reserves the right to change courses (for example, to change the teacher, change the course syllabus, teaching materials, transfers, cancel the lesson, etc.) and also reserves the right to cancel the course or part of it with the participant's right to a proportional financial compensation.

8. Loyalty system

- 8.1.** Referral Bonus: If an active participant recommends the supplier's services to a potential new participant, who then fills in the active participant's email when registering on www.my.tiptoplingua.com, the active participant will receive a bonus of a credit increase of €1 for each lesson (except introductory lessons) taken by the new participant.

9. Acknowledgment of claims

- 9.1.** Obstacles created on the part of the participant will not be recognised as a relevant reason for a complaint. It is thus primarily a change of time possibilities, loss of reason to attend the course with regard to the change of circumstances under which the participant signed up.
- 9.2.** In case of sudden health complications lasting longer than 6 weeks, the participant is entitled to take a break from the lessons and transfer an adequate part of the course fee to the next period. The participant is obliged to prove this fact with a relevant document from a doctor (incapacity for work, etc.) as soon as possible, i.e. no later than two weeks after the interruption of the course. In the event that the participant is in arrears with the documentation of the facts according to the previous sentence, these will not be taken into account, of which the participant is aware and agrees.
- 9.3.** The supplier is not liable for non-fulfillment of obligations arising from the order, which occurred as a result of force majeure.
- 9.4.** Cancellation of the lesson by the supplier will also not be recognised as a relevant reason for the complaint. However, the supplier undertakes to provide an alternative date for teaching.

10. Personal data of the participant

- 10.1.** The protection of personal data of a participant who is a natural person is provided by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95. / 46 / EC (General Data Protection Regulation, hereinafter "GDPR").
- 10.2.** The participant is always informed within the negotiation of the registration contract that his personal data will be processed by the language school TIP TOP LINGUA, s.r.o. in order to fulfill the contract. Only the following personal data will be processed: name, surname, e-mail address, telephone number and place of residence, network identifiers necessary for the operation of the supplier's website and the registered participant's profile on the supplier's website (hereinafter collectively referred to as "personal data"). The participant is always informed of the identity and contact details of the controller, the period for which personal data will be processed, and the participant is always informed about the rights arising from the GDPR, i.e. the right of access to personal data (Art. 15 GDPR), the right to rectification and erasure of personal data (Articles 16 and 17 of the GDPR), the right to request processing restrictions (Article 18 of the GDPR), as well as the right to data portability (Article 20 of the GDPR). The participant is also acquainted with his right to file a complaint or a complaint with the Office for Personal Data Protection.
- 10.3.** In the case of concluding a registration contract, the legal basis for processing is Article 6 (1) (a). b) GDPR (personal data necessary for the performance of the contract) and consent to the processing of personal data (hereinafter referred to as "consent") is not required.
- 10.4.** The supplier is entitled to contact the participant at his email address or telephone number in connection with the performance of the contract.

10.5. Personal data will be processed in electronic form in an automated manner or in printed form in a non-automated manner. The administrator of personal data is Language school TIP TOP LINGUA, s.r.o., ID: 07333951, with its registered office at Palackého nám. 91/2, Brno, 612 00, Czech Republic.

10.6. Personal data will not be passed on to third parties.

11. Out-of-court dispute resolution

11.1. In the event of a dispute that we cannot resolve between us, you have the option to seek out-of-court dispute resolution. You can contact the body for out-of-court settlement of consumer disputes (ADR), information about which can be found on the website of the Czech Trade Inspection Authority (www.coi.cz). You can also lodge a complaint with the European Online Dispute Resolution Platform by following the instructions at www.ec.europa.eu/odr.

12. Final provisions

12.1. Unless these terms and conditions or the arrangements of the contracting parties provide otherwise, the legal relations between the contracting parties shall be governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code, as amended.

12.2. The wording of these terms and conditions is binding for the parties.

12.3. The supplier may unilaterally change these terms and conditions to a reasonable extent, provided that he notifies the participant of this change in advance and gives him a sufficiently long period to terminate the contract pursuant to Section 1752 of the Civil Code.

12.4. These terms and conditions are valid as of 01/01/2021.