

## Online Academy GTC

These General Terms and Conditions (hereafter referred to as the “GTC”) apply for all legal transactions concluded with the Migros AG via the [www.online-academy.klubschule.ch](http://www.online-academy.klubschule.ch) online shop.

### 1. Prices

The prices for the Online Academy are in Swiss francs and, unless indicated otherwise, include Swiss value added tax. The Online Academy reserves the right to change prices and restructure its offering at any time.

### 2. Payment methods

Payments must be made in Swiss francs.

The accepted payment methods are credit card (MasterCard and Visa) and payment against invoice.

### 3. Payment terms

When paying by credit card, the payment is booked when the order is placed.

When paying with payment against invoice, the Online Academy transfers the claim for the purchase price to its payment partner CembraPay Ltd. The payment is processed by CembraPay Ltd and the invoice will be sent directly to the email address that you provide when you book the course. The invoice amount must be paid directly to CembraPay Ltd within 20 calendar days after the invoice date. If payment is late, late payment interest and processing fees will be due. The GTC of CembraPay Ltd apply.

### 4. Course start

Course types that have a fixed start date start on the specified date. For course types that do not have a fixed start date, the six-month term of the course begins immediately after receipt of the payment.

### 5. Course organization

For organizational reasons, we reserve the right to postpone or merge classes, to change the location of the course or to shorten courses and reimburse a portion of the course fee. If a course instructor is unavailable, school management may change instructors or use a substitute instructor.

When booking a course that has already started you do not have a claim to reimbursement of your course fee. The Online Academy assures you that you will not receive inferior service.

## **6. Course spots and implementation**

In order to provide optimal conditions for conducting our courses we define a minimum and maximum number of students for each course. Course spots are assigned in the order in which registrations are received (subject to timely payment). If there is an insufficient number of participants, the course is generally not conducted and the course fee waived or reimbursed.

In the event of an insufficient number of students in a class, in individual cases we may conduct the course with the consent of course participants, but increase the course fee correspondingly or, where reasonable, reduce the number of lessons.

## **7. Course expulsion**

The Online Academy reserves the right to expel one or more course participants from a course if there is good cause to do so. In the following cases, the full course fee shall be due, i.e. there will be neither a pro rata reimbursement nor a waiver of the course fee: course expulsion as a result of non-payment of the course fee as well as in serious cases (defamation, harassment, intentional damage, etc.).

## **8. Withdrawal/cancellation\***

Withdrawal from a course involves administrative effort. Depending on the withdrawal date, we may waive the course fee entirely.

When withdrawing from the course up to seven days before the course start, we can waive or reimburse the course payment, subject to a processing fee of CHF 30. Notice of withdrawal may be submitted by email or phone. If the notice of withdrawal is submitted less than seven days before the course start, the entire course fee must be paid.

For courses where the course starts when it is booked, we can waive or reimburse the entire course fee if you withdraw within seven days after the course start, depending on the course type, subject a processing fee of CHF 30. Notice of withdrawal may be submitted by email or phone. If you withdraw after this period, the entire course fee must be paid.

## **9. Online private lessons**

An online private lesson lasts 45 minutes and is conducted by an assigned instructor. There is no entitlement to a specific instructor. The Online Academy determines the instructor, taking account of their professional qualifications in its sole discretion. The online private lesson is led by the instructor and takes place online via "Adobe Connect". Third parties may not attend the online private lesson. The Online Academy will provide the necessary information, such as the URL or Adobe Connect room information, to the involved parties in advance by email. The Online Academy accepts no liability for ensuring that the customer's internet connection with the instructor works without errors, disruptions or interruptions. Technical problems that cannot demonstrably be attributed to the Online Academy or its instructors shall not entitle the student to rebook an online private lesson or derive any other claims.

The number of available online private lessons is displayed on the learning platform under the student's personal account and may be increased at any time by booking additional lessons. The

private lessons that are purchased are linked to the relevant course. They cannot be used for other courses.

## **10. Unattended lessons**

Lessons that are not attended cannot be made up and will not be reimbursed. The course dates that were set in the course description at the beginning of the course are binding. The Online Academy reserves the right to change the course dates at any time or to use a different instructor and to inform the customer of these changes in a reasonable amount of time.

## **11. Cancellation of online private lessons**

The online private lesson may be canceled up to 24 hours before the start of the agreed time by you or the instructor by email or phone at no charge. The cancellation must be agreed between you and the instructor. You will be reimbursed for the private lesson. The Online Academy and your instructor reserve the right to provide a substitute instructor who can meet at the agreed time. In this case, both parties shall be obligated to keep the appointment.

If the appointment is not kept and it is not canceled 24 hours before it is scheduled to begin, you shall have no claim to reimbursement of the fee paid for the private lesson.

In the event of failure by the instructor to keep the appointment, the Online Academy will credit the online private lesson(s) owed to the participant and the participant may use the lesson(s) as he/she wishes in the framework of the applicable contractual provisions.

## **12. Technical requirements**

The technical requirements for use of the offerings and services of the Online Academy are as follows:

- Browser: Internet Explorer version 10 or higher, MS Edge, Firefox version 38 or higher, Chrome version 43 or higher, Safari version 8 or higher, Android version 4 or higher.
- Fast internet connection (at least 20 Mbit/s).
- Sound card, microphone/headset.
- For meetings in an online classroom on a PC or Mac:
  - Microsoft Windows version 7 or higher or Mac 10.8 or higher.
  - Adobe® Flash® Player version 13.0 or higher.
- For meetings in an online classroom on a mobile device:
  - Apple OS version iOS 6 or higher: iPhone version 4S or higher, iPad version 2 or higher, iPad mini version 2 or higher.
  - Android OS version 2.3.4 or higher: Motorola Droid Razr Maxx, Motorola Atrix, Motorola Xoom, Samsung Galaxy Tab 2 10.1, Samsung Galaxy S3 and S4, Nexus 7 tablet.

## **13. Course confirmation**

After you successfully attend at least 80% of the e-learning program and, for course types with scheduled appointments (e-school, class and private lesson), at least five of six appointments, we will

send you a course confirmation. Upon request, we will send you a course confirmation up to one year after the end of the course.

#### **14. Access and Speexx modules**

Access to the Speexx e-learning module is linked to the underlying course and will be granted for the agreed duration of the course.

The Online Academy excludes all liability for service failures or technical problems with the use of the services of the Online Academy.

#### **15. Language level and placement test**

Each participant is responsible for accurately determining his/her language level according to the Common European Framework him/herself. The Online Academy provides a placement test. The results of the test are also provided without the assumption of liability and only represent an evaluation.

#### **16. Insurance**

We exclude all liability for any damages arising from any courses and events organized by the Online Academy. You are therefore personally responsible for having sufficient insurance coverage. You use Migros Club School equipment or premises at your own risk. The Online Academy cannot be held liable for the theft or loss of items.

#### **17. Video and audio recordings**

Without the express consent of the Online Academy and the instructor, no video or audio recordings may be made in any Migros Club School premises.

#### **18. Liability**

The Online Academy excludes all liability that may arise as a result of access to or the inability to access the portal or individual elements of the portal as well as from the use and implementation of online private lessons. In particular, it shall not be liable for damage as a result of malware or the like that arises in connection with the use of the Online Academy.

You may not derive any claims as a result of the failure to achieve learning objectives/success, in particular there shall be no claims to the reimbursement of course fees.

## **19. Community use**

By booking a course at the Online Academy you will become part of the learning community. The provisions of our partner, Beekeeper, shall apply to the use of the offering.

## **20. Changes to the program/GTC**

The Online Academy shall be entitled to change the GTC at any time. It shall inform participants of such changes online or in another suitable manner. If the changes are not rejected within ten days, they shall be deemed accepted.

We reserve the right to make program changes.

## **21. Jurisdiction**

Swiss law, to the exclusion of conflict of law provisions, shall apply for all legal relationships with the Online Academy. The jurisdiction is the head office of Miduca AG, Zurich.

If you have any questions, please contact the Online Academy at [support@online-academy.klubschule.ch](mailto:support@online-academy.klubschule.ch).

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