

General Terms & Conditions of Business (Terms) for Estonian courses

**ImmiSoft OÜ Uusimmigrantide Koolituskeskus –
ImmiSoft Ltd Education Center for New Immigrants**

Between the ImmiSoft Education Center for New Immigrants (Center), Reg. No 12002607

Licence No 6784HTM, LaFerme Business Center, Pirita tee 20P, P-242,

as provider and the participant, the following contract is concluded:

1. Subject matter of the contract

Participant attends the Estonian language course as stated on the registration or, if applicable, as set after evaluation of the classification test.

2. Location and duration

The Estonian course takes place as set in the registration.

3. Objectives and contents

The Estonian course pursues the objective of improving knowledge of Estonian. The contents of the Estonian course are orientated to the Common European Framework of Reference for Languages (CEF).

4. Center's duties

Center engages to proper technical and pedagogic implementation of the Estonian course. Center reserves the right to change the teachers, to displace or amend the sequence of the programme or to exceed the maximum number of attendees to the extent that the objective of the event is not fundamentally changed as a result.

5. Participant's duties

Participant engages to support the success of the measure in his/her learning conduct by active participation. He/she shall be obliged to regular and punctual attendance of the course. The regulations and directives of the enclosed house rules customary for teaching are acknowledged.

6. Withdrawal

a) Participant can only withdraw from the present contract as per the end of the registration or, for courses without an end of registration, up to one week before the start of the course. The date of receipt of the withdrawal by Center shall be decisive.

b) A statutory right of withdrawal shall accrue to Center if the measure does not come about due to insufficient participants. It shall endeavour to inform the Participant hereof in as good time as possible. Fees already paid shall naturally be reimbursed in such an event.

c) Declaration of withdrawal shall require written form.

7. Termination

a) Center can terminate without notice and refuse further participation in the course for good and sufficient reason, which shall in particular exist if

- Participant fails to comply with his/her payment duties,
- the measure cannot be maintained as the number of participants is too low,
- repeated or severe breaches of the school's rules take place or
- an obvious rejection of learning is established.

b) Participant can terminate with 14 days' notice before the end of a section of a course if he/she has a justified interest in ending the Estonian course agreement. In this case the Center does not cover the

participant's course fee up to the 40% and the participant must pay a full price for the period of attendance.

d) Notice shall require written form.

8. Certificate

Participant shall receive a certificate for passing the Estonian language course.

9. Data protection reference

a) Personal data required to carry out the language course shall be processed and stored according to the directives of the Data Protection Act. Recording, storage and use of Participants' personal data shall exclusively be done within the framework of the organisation of the event and for settlement purposes.

b) In particular, there shall only be storage and use of these personal data in order to send information to Participant and to adapt the course offer to his/her requirements if he/she has expressly granted his/her consent below.

c) Over and above this, said personal data shall be neither accessible nor in any way forwarded to third parties. Merely the duty by law or originating as a result of a court order can lead to forwarding of personal data.

10. Costs and maturity

a) The costs for the Estonian language course can be seen from the price list and shall be borne by Participant. This amount shall be charged in accordance with the kind of payment stated on the registration form (single payment or payment by course section) and shall be settled in advance.

b) For courses with more than 60 lessons, Participant may be granted up to 40% rebate on the total price in the event of a single payment no later than 7 days before the start of the course.

c) Upon receipt of payment, Participant shall receive the entitlement to attend the course or the next section of the course, as the case may be.

d) In the event of termination, the amounts already paid shall be reimbursed, less a processing fee of 50€. In the event of proven rejection of granting of a visa by the Estonian authorities in the country of origin, the amounts already paid shall be reimbursed, less a processing fee of 50€. Amounts already paid shall not be reimbursed for lessons missed through Participant's culpability or failure to attend the course.

11. Additional and side-agreements

Addenda or amendments to the present agreement shall require written form.

Tallinn, 01.12.2014

Ph.D. Ülle Rannut

Director

ImmiSoft Ltd