# GENERAL TERMS AND CONDITIONS - ProLanguage Academy

### 1. General Information

- These general terms and conditions apply to the provision of language courses for individuals and legal entities organized by Pro Language Academy, represented by PhDr. Andrea Dietzová, PhD. Pro Language Academy, registered under the trade license for teaching foreign languages and interpretation and translation and conducting extracurricular educational activities, with registration number 820-92222, at the District Office in Košice, through online teaching.
- These terms and conditions govern the rights and obligations of Pro Language Academy, represented by PhDr. Andrea Dietzová, PhD. Pro Language Academy (hereinafter referred to as the "Service Provider") on one side and students enrolled in individual courses or students who have purchased a single lesson, who may be physical or legal persons, or legal representatives of individuals under 18 years of age (hereinafter referred to as the "Client"). The general terms and conditions form an integral part of the contractual relationship between the Service Provider and the Client.
- Deviations from these terms and conditions are possible and take precedence over the provisions in these terms and conditions if they are properly agreed upon and confirmed in writing by both parties.
- These terms and conditions, as well as the price list of language courses, are published on the website <a href="www.prolanguage.sk">www.prolanguage.sk</a> (hereinafter referred to as the "Website").

# 2. ProLanguage Academy's Activities

- ProLanguage Academy offers language courses to children and adults, both physical and legal persons, with the aim of teaching languages as per the current offerings published on the Service Provider's website. The Service Provider reserves the right to make changes to the language courses listed on their website www.prolanguage.sk.
- ProLanguage Academy provides language instruction through individual and group online classes, offering either single lessons or lesson packages.
- Each client will arrange a consistent day and time, known as a "regular term," during which lessons will take place throughout the course. In the case of intensive courses, the client will arrange two regular terms and times per week for the duration of the course. Regular terms may be changed during the course, with the Service Provider making efforts to accommodate the student.

• Each language course concludes at the end of its duration (either 3 or 6 months). A client may request a pause in lesson provision, which will be agreed upon in writing between the Client and the Service Provider.

#### 3. Contract Formation

- The contractual relationship between the Service Provider and the Client is established based on a completed online course registration form, where checking the appropriate box indicates agreement with the Service Provider's terms and conditions.
- The Client may withdraw from the contract no later than 3 business days before the course begins. Cancellation must be made by email.
- If, due to extraordinary circumstances on the part of the Service Provider, a contract cannot be concluded, a representative of ProLanguage Academy will promptly inform the clients or their legal representatives, and the Service Provider is obligated to refund any amount paid by the Client if an alternative language course cannot be found.

## 4. Language Courses and Lesson Duration

- All language courses have durations as specified in Section 2 of these Terms and Conditions.
- The duration of a single lesson is 45 minutes (or as agreed upon).
- Language courses do not take place on public holidays.

# 5. Price of Language Courses and Payment Terms

- The price of public language courses is listed on the ProLanguage Academy website. The price of a single lesson is also indicated on the website. The language course fee is considered paid only when it is credited to the Service Provider's bank account.
- Textbooks, teaching materials, and other needs of the clients during language courses are not included in the course price listed on the website.

### 6. Lesson Cancellation and Cancellation Fees

- The Service Provider cannot cancel lessons without reason. If, for valid reasons, the Service Provider is unable to conduct a particular lesson, the lesson will always be rescheduled in agreement with the Client.
- If a client cannot attend a lesson, they must inform the Service Provider as soon as possible. However, if a client cancels a lesson later than 8:00 PM on the day before the lesson, the lesson will be considered as having been taught.

- Canceled and completed lessons for a specific Client are recorded in an electronic class register and will be provided for inspection upon request.
- The instructor must wait for the Client for the entire lesson duration. If the Client arrives late, the lesson will still end at the originally scheduled time and will not be extended to make up for the delay. If the Client does not attend the lesson, it will be considered as having been taught.
- The Service Provider is not obliged to contact the Client or notify them in any other way if they forget to attend the lesson. Each Client is responsible for the accuracy of their attendance and timely lesson cancellations.

#### 7. Termination of the Contract

- The contract can be terminated by either party with written notice (by email to <a href="mailto:info@prolanguage.sk">info@prolanguage.sk</a>) with a one-week notice period, which begins on the day the other party is informed.
- Upon termination by the Client, the Client will receive a refund for the remaining unused lessons in proportion to the course price, with each completed lesson being billed separately outside the course fee, not as part of the course fee calculated from the total course price.
- Upon termination by the Service Provider, the Client will receive a refund for the remaining unused lessons, with each completed lesson being billed separately as part of the course fee calculated from the total course price.
- In case of any Client complaints, it is necessary to report them in writing (by email to <a href="mailto:info@prolanguage.sk">info@prolanguage.sk</a>) without delay, but no later than 14 business days from the date of the first completed lesson.

## 8. Liability

• ProLanguage Academy does not assume responsibility for the failure to achieve the specific language goals related to the language course or any associated damages. ProLanguage Academy is not responsible for the cancellation of language courses due to unforeseeable circumstances.

### 9. Final Provisions

- Pro Language Academy reserves the right to unilaterally change these general terms and conditions as well as the fees for language courses listed on the prolanguage.sk website. Any changes made will be announced on the <a href="https://www.prolanguage.sk">www.prolanguage.sk</a> website.
- In the event of any disputes arising from agreements and these terms and conditions, the parties commit to primarily resolving them through mutual agreement.