



General Terms and Conditions of Business

The nspyl.com online booking platform is the property of Nicolai Schnatmeyer, hereinafter referred to as the "intermediary", and is operated by the same.

The intermediary shall act exclusively as an intermediary of services (language courses, accommodation, transfers, etc.) within the framework of its mediation services on these pages. In the case of a booking, the contracts relating to the service will be concluded exclusively between you and the respective provider / language course provider, hereinafter named "provider".

The following conditions, which are subject to occasional changes, therefore apply exclusively to our agency activity. They have no influence on the conditions on which the services rendered are performed. Please refer to the corresponding general terms and conditions of the suppliers or other service providers. Special arrangements and restrictions may apply to services selected by you.

1 Services of the intermediary; mediation commission

1.1 Upon completion of the booking process, you commission us to mediate a language course or other service provided by a provider or a third party.

1.2 Our contractual obligation is limited to the mediation of the courses or services which are being offered and are available. Carrying out the courses or services themselves is not one of our contractual obligations.

2 Limitation of Liability

2.1 Insofar as we have not assumed a corresponding contractual obligation by express agreement with you, we shall not be liable for the realization of contracts according to the booking request with the providers to be mediated.

2.2 We shall not be liable for any deficiencies in the provision of services, which may arise in connection with the services provided, without explicit agreement or assurance in this regard.



2.3 Our own liability arising out of the culpable violation of mediation obligations shall remain unaffected by the above provisions.

2.4 If all and any breach of duty does not affect our main contractual obligations, the liability is limited to intent and gross negligence.

3 Contents and prices

3.1 The providers are solely responsible for the content and correctness of the offers presented on nspyl.com. The intermediary assumes no liability for any errors.

3.2 Payment of the service rendered (language courses or other services) shall be made directly to the provider, in any manner accepted by the company.

4 Ranking / List of suppliers

4.1 According to a search query on the online booking platform, the customer is first offered the providers which meet most of the customer's search criteria, as well as a variety of other criteria (price-performance ratio, booking conditions, lodging option, additional services, etc.).

4.2 In this presentation, some providers may receive more visibility in the ranking or a different rank in the ranking in promotion periods against payment. This

is only one of many criteria that influence the listing of the providers and is not enough for a leading position in the ranking alone. The customers can, of course, also filter and sort the list according to their own criteria.

5 Exemption from charges

5.1 Our service is free of charge, as unlike many other providers, we will not charge you for our services and no additional (booking) fees will be charged by the intermediary.

5.2 Providers pay a commission (a small percentage of the total price) to the intermediary after the customer has started the course.

6 Changes, cancellations

6.1 The change or cancellation of a booked and confirmed course or other performance is only possible according to the terms and conditions of the provider or service provider. Any expenses for modification or cancellation are also subject to the providers' terms and conditions.

6.2 In the event of a definitive withdrawal from the contract by you, the amount of the costs incurred for this shall be determined according to the provider's terms and conditions.



7 Privacy policy

7.1 The intermediary only collects, processes and uses the customer's personal data if consent exists in this regard or a statutory regulation permits the collection, processing or use of the data. The intermediary only collects, processes and uses data that are necessary for the rendering of its services, as well as the use and operation of the online booking platform and / or the services offered on the online booking platform.

7.2 Data will not be sold to third parties by the intermediary. The transmission of data to third parties is only to the extent required for a booking with the provider selected by the customer. This explicitly includes transmission to companies affiliated with the intermediary for the purpose of carrying out the booking.

8 Marketing

8.1 Insofar as the intermediary has received the customer's e-mail address within the framework of the booking, the intermediary uses it for the purpose of electronic advertising for his own similar services under the prerequisites of §7 subsection 3 Unfair Competition Act (UWG). In doing so, the intermediary always endeavors to transmit advertising materials tailored to the customer's interests. The customer is able to contradict the receipt of electronic

advertising at any time by sending an e-mail to unsubscribe@nspyl.com, without incurring charges other than the transmission costs according to the basic tariffs.

8.2 In addition, the intermediary reserves the right to create usage profiles using pseudonyms within the meaning of § 15 (3) Telemedia Act (TMG) for the purposes of advertising, market research and the appropriate design of the online booking platform. The customer can contradict the creation of such a usage profile at any time by sending a simple e-mail to unsubscribe@nspyl.com.

9 Warranty on your site; liability

9.1 You declare your agreement with your liability for any use of this online booking platform by you as well as by minors (under 18 years of age) living at your household.

9.2 You declare your agreement to monitoring any use of this online booking platform by minors in your name or for your account. You also warrant that all information provided by you or members of your household when using this site is accurate and complete.

9.3 Any speculative, false or fraudulent booking or any booking made in the expectation of increased demand is unrestrictedly prohibited. The possibility of booking language courses or other



services on this online booking platform may only be used to make legal bookings for you or for another person on whose behalf you are entitled to act lawfully.

10 Use of the website

10.1 The use of this online booking platform by you is granted subject to your consent to the following regulations. If you do not agree to these terms, you are not entitled to use this website.

10.2 This website is intended for your personal and non-commercial use. You may not alter, copy, distribute, transmit, exhibit, display, reproduce, publish, license, create derivative works of or assign or sell any information, software, products or services you receive through this website.

10.3 You may not use this website and the services to violate the applicable laws of the Federal Republic of Germany or against these Terms of Use.

11 Links to third party websites

11.1 Hyperlinks on this website are provided for your convenience only. We do not control such websites and are not responsible for their content. The inclusion of hyperlinks of such websites does not imply endorsement of the material on such websites, nor a connection with their operators.

12 General

12.1 These regulations and the contractual relationship between you and us are governed by German law.

12.2 In the event that any provision of this Agreement is found to be invalid or unenforceable under applicable law, the invalid or unenforceable provision shall be replaced by a valid, enforceable provision that is closest to the intent of the original provision. The remaining provisions shall remain valid.

12.3 This Agreement constitutes the entire agreement between you and us with respect to this site and supersedes all the foregoing or simultaneous notices and suggestions, whether electronic, oral or written, between you and Nicolai Schnatmeyer, the owner and operator of the nspyl.com online booking platform.

12.4 The place of performance is Cologne (Germany). In the case of merchants, or persons who do not have a general German court of jurisdiction, Cologne (Germany) is the court of jurisdiction. Otherwise the statutory court of jurisdiction applies.