

TERMS OF SALE

Last Update: May 06, 2017

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

BY REGISTERING FOR A CLASS ON THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT REGISTER FOR CLASSES ON THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH THE GERMAN SCHOOL OF THE EAST BAY, INC., OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "**Terms**") apply to the purchase and sale of education services through <https://gseb-school.org> (the "**Website**"). These Terms are subject to change by the German School of the East Bay, Inc. (referred to as "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Website, and you should review these Terms before purchasing any services that are available through this Website. Your continued use of this Website after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Website. You should also carefully review our Privacy Policy before placing an order for services through this Website (see Section 9).

2. Application for Registration, Deposits and Cancellation.

(a) Application for Class Placement. You agree that your registration via this Website is an application for placement in one or more of our language classes ("**Service**"). It is an offer to enter into a contract, under these Terms, for the Service, subject to its availability. After having received your registration application, we will send you an acknowledgement via e-mail with details of the Service (referred to as 'Purchase Details') you have applied for.

(b) Reservation. If we receive the tuition deposit ("**Deposit**") and the full tuition in the amounts specified on this Website ("**Tuition**") on or before the applicable due dates specified on this Website, your application will be given priority over applicants submitting the deposit or the full tuition later, as applicable. The tuition deposit will be credited toward the full tuition amount.

(c) Confirmation of Class Placement. Because the capacity of our classes is limited, we cannot guarantee that your registration application will be accepted, even if you have received an email acknowledging your registration application with ‘Purchase Details’ and if you have timely paid your deposit and tuition. We may choose not to accept any registration application in our sole discretion. Acceptance of your registration application and the formation of a contract between you and the School will not take place unless and until (a) we have received the full Tuition from you, and (b) we have received a volunteer deposit check from you as further specified on this Website. All contracts remain subject to availability of the Service and capacity in the requested class and the School reserves the right to cancel any contracts for Services at any time in its sole discretion.

3. Prices and Payment Terms.

(a) All prices posted on this Website are subject to change without notice. The price charged for the Service will be the price in effect at the time the order is placed and will be set out in your order confirmation e-mail. Price increases will only apply to orders placed after such changes. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

(b) Terms of payment are within our sole discretion and, except as provided elsewhere in these Terms or unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept certain major credit cards for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

4. Non-Acceptance and Cancellations. If the School does not accept your registration application or cancels your contract prior to the commencement of the Service, any applicable deposits or tuition payments received will be refunded to you. If you cancel the contract for Services on or before the cancellation cut-off date specified on the Website, you will be refunded the applicable Tuition received from you minus the Deposit amount. To cancel, you must e-mail us at registrar@gseb-school.org.

5. Refunds. Refunds are processed within approximately thirty calendar days of our receipt of your cancellation. Your refund will be credited back to the same payment method used to make the original purchase on the Website.

6. DISCLAIMER OF WARRANTY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE SERVICES PURCHASED FROM THE WEBSITE WILL BE PERFORMED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY.

7. Limitation of Liability

OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE SERVICE THAT YOU HAVE PURCHASED THROUGH THE WEBSITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, COSTS OF REPLACEMENT SERVICES, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Consent to Share Information with Third Parties. By registering for our Service, you consent to and authorize the School and its designees to share any information you provided with third parties, e.g., such as payment service providers and registration software providers, for purposes of providing and administering the Service, including third party funding, your payment for the Service, and testing. You warrant that information provided by you does not violate the rights of any third party or any agreement or obligation you have.

9. Privacy. Our Privacy Policy found at <https://gseb-school.org>, governs the processing of all personal data collected from you in connection with your purchase of products or services through the Website.

10. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

11. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

12. Dispute Resolution and Binding Arbitration. All matters relating to the sale of services via this Website or these Terms of Sale and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, the sale of services via this Website or these Terms of Sale shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of Oakland and County of Alameda although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

13. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 13 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

14. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of the School.

15. No Third Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

16. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the e-mail address you provide or (ii) by posting to the Website. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current.

(b) To Us. To give us notice under these Terms, you must give us notice either by sending an email to registrar@gseb-school.org or by personal delivery. Notices provided by personal delivery will be effective immediately. Notices provided by email shall be deemed to be received ten business days after they are sent.

17. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

18. Entire Agreement. Our order confirmation, these Terms of Sale, our Website Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.