

ONLINE STORE TERMS AND CONDITIONS

1.APPLICATION AND SERVICE DESCRIPTION

Language Clubhouse Oy (hereinafter “the Company”) provides its services and products such as early language training, programmes and courses in the form of online training (hereinafter “the Service”) to its users (hereinafter “Customer”) in accordance with these terms and conditions. The specific content of the Service is determined in the service descriptions or specific terms set out on the Service website of the Service or in connection with the subscription to the Service.

The provision and use of the Service

The Company has the right to provide the Service as it deems appropriate. The Company has the right to make modifications that may affect the content, technology or use of the Service. If such modifications require changes to the Customer’s devices and software, the Customer is responsible for carrying out such changes at their own expense. The Company will endeavour to notify the Customer of any changes affecting the Customer within a reasonable time in advance, for example, through notices published on the Service.

The Company has the right to discontinue providing the Service or any part thereof. The Company will endeavour to notify the Customer of such decisions within a reasonable time in advance, for example, through the Service website.

Applicable terms of contract and order of application.

These Terms and Conditions apply to the Service and to the use and ordering of the services and products provided by the Company through the Service. In addition, certain parts of the Service may require separate contracts with the Company, including special terms and service descriptions that differ from or add to these general terms and conditions. In case these general terms and conditions and the specific terms concerning a certain part of the Service are in conflict, the more specific terms will apply primarily, and these general terms and conditions secondarily where the part of the Service in question is concerned.

These general terms and conditions (hereinafter “the Terms and Conditions”) apply when the Customer makes purchases on the Company’s website, www.language-clubhouse.com (hereinafter “Website”). The processing of personal data on the Website is subject to our Privacy Policy, which is available at <https://language-clubhouse.com/privacy-policy/>.

The Customer must agree to these Terms and Conditions before placing an order through the Website. By accepting these Terms and Conditions, the Customer confirms that they have read and accepted these Terms and Conditions and commits to obeying them. The Customer also confirms that they have read and understood the Privacy Policy [<https://language-clubhouse.com/privacy-policy/>], which contains information about the processing of personal data.

Data generated by the use of the service.

The Company has the right, under the legal basis for processing personal data, to collect, store and process any data generated by the use of the Service, as described in the Privacy Policy of the Company's customer register. All data generated by the use of the Service will remain the property of the Company and will be used by the Company for the purposes described in the Privacy Policy, unless otherwise stated in the Privacy Policy or required by applicable data protection law.

2.SUBJECT AND CONTRACT PERIOD

When the Customer purchases a license from the Service on the Website, the Customer is granted a one-year license to use the Service. The Service is subject to copyright. The copyright belongs to the supplier of the Service.

3.THE SERVICE AND CONTRACT INITIATION

Chargeable services

The Customer can order different products and services available through the Service by online payment, credit card payment or by using another specified method of payment. The Company will state the price of each product or service separately according to the method of payment and the Terms of Delivery complementing these terms.

Customer's right of withdrawal.

When the Customer purchases chargeable products or services through the Service, the Customer has no right of withdrawal after the delivery of the product or service has been initiated by electronic means with the Customer's consent.

Underage customers

The use of the Service is limited to individuals over the age of 16. Initiation of the contract A contract is initiated when the Customer, during registration, has agreed to these Terms and Conditions and the Privacy Policy of the Company's customer register and when the Company has acknowledged the Customer's payment for the purchase of the Company's product or service.

Validity of the information provided by the Customer in the Service

The orders placed by the Customer in the Service are processed and delivered according to the information provided by the Customer. The Customer is responsible for the validity of the information they provide, and the Company has no obligation to check or complement the information provided by the Customer.

Duration of personal services and products

For the fixed-period parts of the Service, the Company will indicate the period of validity at

the time of ordering the Service or in some other way within the Service. The Customer must note that the Service and its features are non-perpetual, and the Company does not guarantee that the Service or the products or services purchased through it will remain unchanged.

4.PRICES, PAYMENT METHODS AND PAYMENT TERMS

The prices of the Services are determined by the pricelist published on the Website. The prices for each Service are also specified in the description of the service in question. Prices do not include the costs incurred by the selected payment method. Payment charges will be separately specified for each order before completing the order. The Company reserves the right to change the pricelist at any time.

The Customer may only use payment methods that are valid and accepted by the Company. The online store accepts credit card and online payments. An invoice may also be issued upon separate agreement. Paytrail Oyj (2122839-7) acts as an implementer of the payment handling service and as a payment service provider in cooperation with Finnish banks and credit institutions. In payments made with Visa, Visa Electron or MasterCard, Paytrail Oyj will be shown as the recipient in the invoice.

5.CUSTOMER'S RIGHT OF WITHDRAWAL

When the Customer purchases chargeable products or services through the Service, the Customer has no right of withdrawal after the delivery of the product or service has been initiated by electronic means with the Customer's consent.

In accordance with the Consumer Protection Act, the Customer has the right to cancel the Services purchased from the online store by notifying the Company of the cancellation within 14 days after the receipt of ordered goods or services. This 14-day period starts from the date of delivery of the free trial version.

The Customer may exercise their right of withdrawal by completing a cancellation form available on the Website and by sending a cancellation notice, together with the attached cancellation form, to the Company at marko@language-clubhouse.com.

We will refund any payments received from the Customer within 14 days after receiving the cancellation notice. The refund will be made by bank transfer to the account specified by the Customer. The Company will not refund any interest or other additional fees accrued as a result of the payment method chosen by the Customer.

Termination of the Customer's Service

The Company has the right to terminate the Customer's Service in part or in full and to refuse to execute the Customer's order in the following cases:

1. The Customer has neglected to pay an outstanding claim despite a request for payment
2. The Customer has violated their contractual obligations
3. The Customer has provided false information to the Company during or after

registration

4. There is reason to suspect that the Customer is using the Services for illegal activity

Termination of the contract

Upon the termination of the contract, the Company has the right to prevent the Customer from using the Service.

Notices

The Customer must send all written notices regarding this contract (including the cancellation notice) to the Company's email address: marko@language-clubhouse.com. A notice sent by the Customer will be deemed to have been received by the Company on the seventh (7) day after mailing and an email on the following business day.

The Company may send written notices regarding the contract to the last email address provided by the Customer. General announcements concerning the Service may also be published on the website.

6.FORCE MAJEURE

If the Company is unable to fulfil its obligations under these Terms and Conditions due to a Force Majeure event, the Company will not be held liable for any delay, damage or loss. Force Majeure events include, for example, strikes, acts of war, natural disasters and failures in telecommunication.

7.COPYRIGHT AND INTELLECTUAL PROPERTY RIGHT

The Website and its content are owned by the Company. The Service contains and provides access to materials that are protected by copyrights and intellectual property rights. The Customer may not, for any other than personal purposes, distribute, modify, publish, commercially exploit, copy or otherwise use the material obtained from or through the Service without the express written permission of the author, right holder or the Company, or unless explicitly stated in the Service (e.g. press releases). The right holder of the material included in or accessible through the Service may make claims directly against the Customer if protected material is wrongfully used as described in this section.

8.MAINTENANCE AND RECTIFICATION OF DEFECTS

Maintaining the service and rectification of defects. The Company will use its best endeavours to ensure the proper functioning of the Service and to correct any interruptions or errors in the Service within a reasonable time.

Temporary interruptions

The Company has the right to temporarily disable the Service or a part thereof if it is necessary on reasonable grounds. In such case, the Company will make its best efforts to ensure that the interruption is kept as short as possible and will cause as little disturbance to the Customer as possible. Where possible and appropriate, the Company will inform the

Customer of any interruption in advance, for example, on the Service website.

9. NOTIFICATION OF DEFECTS AND LIABILITY

The Customer must notify the Company of any defects and request the rectification of identified defects within a reasonable period from the time they noticed or should have noticed the defect.

The Company has the right to correct the defect if it offers to do so immediately after receiving notification of a defect. If the defect cannot be corrected within a reasonable time after receiving notification of a defect, the Customer is entitled to a price reduction proportionate to the defect.

The Customer has the right to claim compensation for any direct damage caused by the defect in accordance with the provisions of the Consumer Protection Act. The Company will not be liable for damages caused by a defect if the defect is due to any circumstances beyond the Company's control. The Customer is entitled to compensation for indirect damages caused by a defect only if the defect is caused by the intentional actions or negligence of the Company. The Customer is always responsible for ensuring that no further damage will be caused by a defect as a result of their own actions or negligence. For non-consumer customers, the Company will not be liable for any damage caused by a defect.

Customer's devices and software

Any terminal devices, software and connections required for using the Service (such as mobile or Internet connections) are not included in the Service. The Customer is responsible for the acquisition, operation and updating of such devices.

The Customer is also responsible for ensuring that such devices and software do not interfere with or disturb the operation of the Company or the Service. Devices and software that may cause disturbance must be immediately removed from the Service.

10. CONTRACT TRANSFER

The user has no right to transfer their rights and obligations relating to the training service they have acquired to third parties.

The Company has the right to transfer the contract in part or in full to a third party. The Company will notify the Customer of the transfer well in advance. The Company also has the right to transfer its contractual claims to a third party. After the notification concerning the transfer of the claims, payments may only be validly made to the transferee.

The Customer has no right to transfer the contract to a third party without the Company's prior written consent.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

These Terms and Conditions are governed by the laws of Finland, without regard to its conflict of law provisions. Any disputes between Language Clubhouse and the Customer regarding these Terms and Conditions will be settled in the South Ostrobothnia District

Court.

However, according to the Consumer Protection Act (38/1978), a consumer has the right to file a suit in the district court that has jurisdiction in the area in which the consumer resides or is employed.

A consumer customer also has the right to take the dispute to the Consumer Disputes Board. The customer must contact the Consumer Advisory Service before taking the dispute to the Consumer Disputes Board. The Customer may also submit a complaint online using the European Commission's Online Dispute Resolution service.

12.CHANGES TO THE GENERAL TERMS AND CONDITIONS

Language Clubhouse reserves the right to change or update these Terms and Conditions at any time. The most up to date Terms and Conditions are available on the Website. By continuing to use the online store after any updates have been made to the Terms and Conditions, the Customer will be deemed to have accepted the updated Terms and Conditions. These Terms and Conditions were last updated on January 8, 2020.