Sprint
Rules

Lingoda

Sprint Rules

Welcome to the Language Sprint™ (the "**Sprint**") of Lingoda GmbH, Zimmerstrasse 67/69, 10117 Berlin, Germany ("**Lingoda**", "**we**", "**us**" "**our/s**").

The Sprint is a subscription which enables customers ("**Customer**", "**you**", "**your/s**") to use the information, tools, features and functions, including our language courses available on www.lingoda.com (together the "**Service/s**") during the two months of the Sprint. After the Sprint you can receive a cashback of your subscription fees that you have paid, subject to the following conditions.

The Sprint is subject to these Sprint terms and conditions (the "**Sprint Rules**"). The Sprint Rules apply in addition to the general terms and conditions of the Service which are available here: [Link] (the "**General Lingoda Terms**"). In case of contradictions between these Sprint Rules and the General Lingoda Terms these Sprint Rules shall prevail.

The Customer agrees to a monthly recurring subscription of the Service after the end of the Sprint to the conditions laid out in (i) the sign-up for the Sprint, (ii) Section 7 of the Sprint Rules and (iii) the General Lingoda Terms ("Rollover"). The Customer is entitled to cancel the Rollover subject to Section 7.

The languages available for the conclusion of the contract are English, German and French. The Sprint Rules are also available in Spanish and Chinese.

After your purchase, we will provide you with copies of your contract with us in PDF format. You can ask for copies of the contract with us at any time.

1. General Sprint Rules

1.1 Customers can sign up to participate in the Sprint until 5th May 2022, 24:00 (CET), ("**Entry Deadline**").

1.2 The Sprint starts on 16th May 2022, 00:00 (CET), (the "**Start Date**").

1.3 The Sprint ends on 14th July 2022, 24:00 (CET), (the "**End Date**").

1.4 The two Sprint months shall have the following terms:

Month 1: 16th May 2022 (00:00 CET) to 14th June 2022, (24:00 CET)

Month 2: 15th June 2022 (00:00 CET) to 14th July 2022, (24:00 CET)

1.5 The Customer is entitled to choose between two options:

Option 1: Super Sprint (30 classes per month)

Option 2: Regular Sprint (15 classes per month)

1.6 Lingoda shall provide the Customer with the electronic credits ("Credits") required to book a lesson on the following dates whereas each Credit shall entitle the Customer to attend one

class:

> **Month 1:**   8th May 2022
>
> **Month 2:**   7th June 2022

1.7 Upon registration to the Sprint, the Customer shall not be entitled to change the language or option.

2. PAYMENTS

2.1 The Customer shall pay a down payment of **49 EUR** (the "**Down Payment**") upon successful registration to the Sprint, in order to secure his/her participation in the Sprint.

2.2 In addition to the Down Payment, Customer must pay the following fees (the "**Fees**") to participate in the Sprint:

Month 1	Month 2
Super Sprint (English, French and Spanish) - **271 EUR**	Super Sprint (English, French and Spanish) - **320 EUR**
Super Sprint (Business English and German) - **331 EUR**	Super Sprint (Business English and German) - **380 EUR**
regular Sprint (English, French and Spanish) - **141 EUR**	regular Sprint (English, French and Spanish) - **190 EUR**
regular Sprint (Business English and German) - **161 EUR**	regular Sprint (Business English and German) - **210 EUR**

2.3 The 2 monthly subscription Fees agreed to during the sign-up for the Sprint shall be due on the following dates:

> **Month 1:**   8th May 2022
>
> **Month 2:**   7th June 2022

2.4 All payments shall be in the same currency in which the Customer paid the Down Payment.

3. CASHBACK

3.1 Customers who attend 100% of the required classes for the Super Sprint or the regular Sprint and who fulfil the conditions under the Sprint Rules are entitled to receive a cashback of paid

subscription fees as set out in Section 3.4 of the Sprint Rules (the "**Cashback**") .

3.2 To be eligible for the Cashback for the Super Sprint, the Customer has to attend the following number of classes in accordance with Section 5 of the Sprint Rules:

- 30 classes in Month 1

- 30 classes in Month 2

3.3 To be eligible for the Cashback for the regular **Sprint**, the Customer has to attend the following number of classes in accordance with Section 5 of the Sprint Rules:

- 15 classes in Month 1

- 15 classes in Month 2

3.4 The Cashback shall have the following amount:

- For the Super Sprint: 100% of the paid Fees.

- For the regular Sprint: 50% of the paid Fees.

4. DISQUALIFICATION FROM CASHBACK

The Customer shall be disqualified from the Cashback if the Customer

4.1 uses a Credit for a class that takes place before the Start Date;

4.2 unauthorizedly shares his/her user account with a third-party or if Lingoda determines that more than one person uses the same Lingoda account;

4.3 registers for the Sprint multiple times (e.g. via multiple Lingoda accounts);

4.4 fails to pay the Fees in due time, provided that Lingoda shall attempt to obtain payment one more time within 2 working days if the payment is refused on any of payment dates mentioned in the Payment Section, and notify the Customer of the unsuccessful payment;

4.5 fails to reverse a chargeback issued by the Customer's payment service provider or bank institute within 48 hours after the chargeback; or

4.6 changes his/her time-zone settings in their Lingoda account during the Sprint since this could enable a Customer to attend more than one class per day (the time-zone at the start of the Sprint will be decisive for the duration of the Sprint; if the Customer needs to travel between time-zones it is the Customer's responsibility to book his/her classes accordingly).

5. CLASSES COUNTED

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Classes shall only count towards the Super Sprint or regular Sprint if each class visit of the Customer meets the requirements laid out in this Section:

5.1 The Customer has to attend classes fully for them to count as completed for the Sprint. Lingoda does not warrant that classes will be available at the Customer's desired times. For a class to be fully attended the following requirement must be met:

- the Customer has fully attended the class from the beginning and has not left before the end of the class (60 minutes) whereas Lingoda will measure attendance based on the system information provided by the class log and the information provided by the teacher.

5.2 Customers may only attend one class per day. Attending more than one class per day disqualifies from the Cashback.

5.3 Customers of the regular Sprint may only attend up to 5 classes a week. Attending more than 5 classes a week disqualifies from the Cashback for the regular Sprint.

5.4 Participation in private classes (one teacher, one student) shall not contribute towards the Cashback; only group classes shall count.

5.5 The Customer's absence to a class does not count for the Cashback, regardless of the reason for the absence (e.g. health, job, technical [e.g. bad internet connection, microphone, speaker or webcam issues], personal, weather-related issues, or any other), unless Lingoda is responsible for the absence.

5.6 Any inappropriate behaviour from the Customer during classes may result in the Customer being disqualified for the Cashback, including but not limited to abusive, rude, sexual or disturbing conduct in any way. The teacher has the right to remove the offending Customer from the class.

5.7 Lingoda shall refund Credits within 72 hours and the Customer does not need to take an additional class that day if the class did not take place due to Lingoda's fault. The class in question will count towards the Cashback.

5.8 The Customer can book his/her class/es at least 7 days before a class begins. The Customer may only cancel booked classes no later than 7 days (168 hours) before the start date/time of a class or within the 30-minute immediate-cancel window available in his/her Lingoda account.

5.9 The Customer is entitled to change his/her individual learning level at any point, and as many times as desired, without any effect on their qualification for the Cashback.

5.10 The Customer shall only use the Credits that the Customer receives specifically for the Sprint. No other class credits for Lingoda courses qualify for the Cashback.

6. AFTER THE SPRINT

6.1 Lingoda shall notify the Customers by phone or email or letter within 45 business days starting

as of the End Date whether the Customer is eligible for the Cashback.

6.2 Lingoda shall pay the Cashback at the latest 3 months after the End Date in the same currency and to the same payment method the Customer used to pay the Fees.

7. SUBSCRIPTION AFTER THE SPRINT

7.1 The Customer agrees to the Rollover at the end of the Sprint, subject to the conditions laid out (i) in this Section, (ii) the sign-up for the Sprint, including the checkout page and (iii) the General Lingoda Terms. Lingoda will also provide the Customer with the details of the Rollover in the confirmation e-mail after your purchase.

7.2 The Rollover shall have the following prices:

"Keep Running" pack after the Super Sprint - 20 classes per month with the following monthly costs:

English, French and Spanish	**170 EUR**
German	**200 EUR**
Business English	**230 EUR**

"Keep Running" pack after the regular Sprint – 10 classes per month with the following monthly costs:

English, French & Spanish	**100 EUR**
German	**115 EUR**
Business English	**130 EUR**

7.3 The 7-day-money-back guarantee under the General Lingoda Terms shall not apply to the Rollover.

7.4 The Customer is entitled to cancel the Rollover up to the End Date. The Customer can send the termination notice through the Customer's Lingoda profile, per post or per e-mail to: [Link].

8. FINAL PROVISIONS

8.1 The Sprint Rules shall be governed by German law. However, as a consumer habitually residing in an EU Member State, any Customer will benefit from mandatory provisions of the law of the country in which the Customer is resident. Nothing in these Sprint Rules affects the Customer's rights as a consumer to rely on such mandatory provisions of local law.

8.2 Lingoda will process any personal data relating to the Customer in accordance with its privacy

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notice as available here: [Link].