



**OVERSEAS
MEDICAL EDUCATION**
International College Network

GENERAL TERMS & CONDITIONS

§ 1 General, subject matter of the agreement

(1.) The services of the “Cologne Medical Academy”, of the “Munich Medical Academy”, and of the “Berlin Medical Academy” (hereinafter “site”) shall be offered the customer (hereinafter “customer” or “customers”) by OME Medical Education Academy UG (limited liability), Friedrichstraße 79, 10117 Berlin (hereinafter “OME”).

(2.) Subject matter of the contract includes, as per service selected, the training and preparation of customers who wish to study medicine or to take a corresponding exam for university entry; customers may also get support in being admitted to a specific university. The contracts concluded between OME and the customer and the ensuing legal relationship between OME and the customer shall be governed exclusively by the terms of contract and use specified below. Upon conclusion of contract between OME and the customer, the customer agrees to the following conditions of use and the underlying data protection regulations. Divergent terms and conditions of the customer are excluded unless they have been expressly agreed in writing with OME.

(3.) These terms of use and the data protection regulations may be changed unilaterally by OME provided that such change appears necessary and the customer suffers no disadvantage that would contradict the principle of good faith. Such a change may be required e.g. to respond to new developments in the legal situation, the case law of the highest courts, or the market conditions. OME will communicate the suggested change in textform to the customer, thereby specifying the underlying reason for and the actual scope of such change. Changes shall be deemed approved unless the customer objects in text form or higher-ranking written form. An objection must have been submitted to OME within six weeks of receipt of the notification of change. When the customer exercises such right of objection, the change request shall be considered rejected. In that case, the contract will be continued without the suggested changes, but may be terminated without notice by either party at all times.

§ 2 Scope of services / selection of courses

(1) OME at its sites in Cologne, Munich and Berlin offers customers a range of preparation courses in the German and English language for medical studies in Germany and abroad, and for the university entrance tests required for admission in the respective countries (hereinafter “course/courses”). Depending on the specific service offered, the courses are on-campus lectures or online tutorials. The actual contents and prices of a specific course can be found in the associated course description, which also contains the event date and location. The address for on-campus lectures will be published one week prior to the beginning of the course.

(2) Moreover, OME offers customers support in being admitted to universities at home and abroad (hereinafter “admission support service”). This includes consulting and support in the selection of and application for a specific university. The contents and price of the booked admission support service can be found in the respective service description of the specification. Unless otherwise stipulated, the services offered will be limited to a one-time application of the customer for the entrance exam of the universities of preference.

(3) OME does not guarantee that a customer is admitted to a university of preference or passes an entrance exam.

§ 3 Formation of the contract / conclusion of the contract

1. (1.) Courses or other services (hereinafter “service”/“services”) must be booked by email, by regular mail, by facsimile, or online on the web pages
<https://www.premedicine-berlin.de/> <https://vorsemester-medizin.eu>
 1. and
<https://www.vorsemester-medizin-cologne.de/>
(the latter hereinafter being referred to as “online booking”).
- (2.) Customers wishing to obtain more details on available services may visit the related web pages. The specification / course summary (hereinafter “specification”) of OME does not constitute a binding offer to the customer for conclusion of a contract on a specific service.

(3.) By sending a registration specifying the desired service, the price and the name, the customer makes towards OME a binding offer within the meaning of § 145 German Civil Code for utilisation of the selected service. When a service is booked online, the customer, by clicking on “order with obligation to pay”, makes a binding offer with regard to the service added to the shopping cart within the meaning of § 145 German Civil Code. A digital confirmation of receipt of the offer to enter into a contract by OME does constitute an acceptance of the offer to enter into a contract. Customers are bound to his/her offer for the duration of seven business days. OME will declare, by separate email, acceptance of the offer to enter into a contract for the desired service only after having checked whether capacities are available for the service selected by the customer, but not later than on actual provision of the respective service by OME.

§ 4 Obligations of the customer/code of conduct

- (1.) Customers will provide all personal details required for the performance of the contract to the best of their knowledge and belief. The customer will notify OME immediately of any changes in pertinent personal data.
- (2.) Throughout the term of contract, and specifically while the course is being held, the customer will follow the instructions of the teaching staff and display a behaviour that does not interfere with the proper implementation of the course.
- (3.) Customers shall at all times show respect for the teaching staff and the other course participants.

§ 5 Statutory right of revocation/revocation instruction

Under applicable law, customers entering into distance contracts or concluding a contract outside of premises have a 14-day statutory right of revocation:

Revocation instruction:

You have the right to revoke this contract, without giving reasons, within 14 days. The right of revocation shall be in effect for 14 days as of the day of conclusion of the contract. To exercise your right of revocation you have to communicate to us

OME Medical Education Academy UG (haftungsbeschränkt)

Friedrichstraße 79,

10117 Berlin

Phone: (0) 30 88786525

Email: office@premedicine-berlin.de

your decision to revoke this contract by way of an explicit declaration (e.g. by letter sent per mail, fax or email). To do so, you may, but have no obligation to, use the enclosed standard revocation form. To comply with the revocation time limit it is sufficient that you dispatch the notice of exercising the right of revocation prior to expiry of said time limit.

Consequences of the revocation

In case you revoke this contract, we will be obliged to refund to you all payments we have received from you, including any delivery costs (other than additional costs resulting from your selecting a form of delivery other than the most inexpensive standard delivery we offer), immediately and not later than 14 days as of the day we receive your notice of revocation of this contract. For such repayment we will use the same currency you used for the original transaction unless we have expressly agreed with you on a different arrangement; in no case will we charge you any fees for this repayment.

If you requested that the service is to commence during the revocation period, you shall be obliged to pay an adequate amount which matches the proportion of services already rendered at the time of informing us about your decision to exercise the right of revocation as compared to the overall scope of service set forth in the contract.

Your right of revocation will expire prematurely when full performance of the contract has been provided by both parties upon your express request before you exercised your right of revocation.

Standard revocation form

(If you wish to revoke the contract, you may complete this form and return it to us. Please note: Using the standard revocation form is not compulsory)

To

OME Medical Education Academy UG (haftungsbeschränkt)

Friedrichstraße 79,

10117 Berlin

Phone: (0) 30 88786525

Email: office@premedicine-berlin.de

I/we* hereby revoke the contract concluded by me/us* on the purchase of the following goods* / the provision of the following service*:

Ordered on* / received on*: _____

Name of consumer/s: _____

Address of consumer/s: _____

Signature of consumer/s (only if notice provided on paper) _____

Date: _____

(*) Delete as applicable

§ 6 Contractual fees, rebates

(1.) The customer undertakes to pay to OME the contractual fees incurred for the booked services (hereinafter “contractual fees”) plus applicable VAT in the full amount within 14 days of receipt of invoice unless payment in instalments (hereinafter “payment in instalments”) has been arranged. The contractual fees are composed of the respective course price (hereinafter “course price”) and the registration fee (hereinafter “registration fee”). Unless otherwise specified, the registration fee amounts to 500.00 Euros.

(2.) When payment in instalments is chosen, the customer shall pay the instalments to OME in the agreed amount by the 1st day of every month.

(3.) The contractual fees for the admission support service do not include the admission fees of the respective university.

(4.) Conditions of use of rebates granted by OME to the customer on contractual fees, warranties or trial period conditions (hereinafter summarised as “special conditions”) are described in the OME specification for the respective service offered.

§ 7 Duration, notice to terminate, cancellation, annulment

(1.) The contract on the participation in a course of OME begins upon conclusion of the contract and ends on the last course date of the booked course.

(2.) The contract on the admission support service ends, unless otherwise stipulated, following transfer of all documents for the applicants procedure and receipt of the notice of date and place of taking the entrance exam for the last university selected by the the customer, but not later than upon provision of the last service specified in the specification for a specific service.

(3.) Each party shall have the right to terminate the contract for good cause without notice. OME shall be entitled to termination without notice in particular if the customer fails to make outstanding payments despite a letter of reminder or interferes with the proper execution of a course through repeated misconduct.

(4.) Irrespective of the statutory right of revocation acc. to § 5 the customer may cancel the booked course as follows (hereinafter “cancellation”). The cancellation note must be submitted by mail, fax or email (date of mail stamp, facsimile or email log). Cancellation entails the following contractual fees:

(a) For all complete 12-/ 21-/ 24- weeks and modular courses (on-site and/or live online courses): the full registration fee (500 Euros) and

– 30 % of course fee when cancelled within two months prior to commencement of course;

– 50 % of course fee when cancelled within one month prior to commencement of course;

– 75 % of course fee when cancelled within one month to 1 day prior to commencement of course;

– 100% of course fee for all cancellations made later.

(b) Any remaining contractual fees shall be refunded without deduction

(5.) OME shall have the right to annul the booked course without substitution (hereinafter “annulment”)

within one week prior to commencement of course provided that 12 persons or less have registered for the course;

at any time in case of non-culpable impossibility (§ 8 III).

(6.) The refund of contractual fees in part or in full in case of annulment or cancellation shall be made within 60 days following receipt of the annulment or cancellation notice.

§ 8 Curricular changes

(1.) OME reserves the right to make individual organisational modifications in respect of the organisation and realisation of courses, including, without limitation, to change course locations and course dates, or to replace teaching staff, e.g. due to unexpected absence of originally assigned teaching staff. OME will inform the customer immediately about any organisational changes that may occur.

(2.) In the event that individual course dates are cancelled, OME will seek to arrange for substitute dates.

(3.) If it is impossible in whole or in part to hold a course through no fault of OME (including, without limitation, non-negligent absence of a tutor who cannot be replaced by a course instructor who matches the performance and qualifications profile), OME shall immediately announce that the course be cancelled. Participation fees already paid shall be refunded on a pro-rata basis. When an instructor is unable to hold a course, OME will seek to assign the course to a substitute instructor who matches the performance and qualifications profile. Such substitution constitutes no cause for cancellation. The right to extraordinary notice of termination under § 626 German Civil Code shall remain unaffected.

§ 9 Intellectual property, rights of use

(1.) OME is exclusive holder of the rights of use / copyright pertaining to all course documents and preparation materials handed over to the customer during the course.

(2.) The customer has no permission to use copyright-protected course documents beyond his/her own private scope of use. The customer has no permission to hand over the course documents and preparation materials in whole or in part to third parties, or to copy/have copied, to distribute/have distributed said documents and materials and/or make them accessible/have them made accessible in the public domain.

(3.) The right of the customer to use the course documents and preparation materials as permissible by the law remains unaffected.

§ 10 Liability

(1.) OME shall be liable for damages from injury to life, body or health resulting from an intentional or negligent violation of duties by OME or intentional or negligent violation of duties by a legal representative or vicarious agent of OME, as well as for other damages resulting from an intentional or negligent violation of duties by OME or intentional or negligent violation of duties by a legal representative or vicarious agent of OME.

(2.) OME shall be liable in case of ordinary negligence for the infringement of a material contractual duty (material contractual obligation, i.e. an obligation whose fulfilment is the very basis for proper performance of the contract and the observance of which the publisher regularly relies on and is entitled to rely on), whereas such liability is limited to the amount of contract-typical expectable damage, but excluded for lost profit, indirect damage, consequential damage caused by defect, and third-party claims.

(3.) In all other respects, all liability of OME shall be excluded.

§ 11 Privacy policy

The customer agrees to the storage and processing of data collected for the purpose of the contract as described in the data protection agreement (<https://www.premedicine-berlin.de/datenschutzerklärung/>).

§ 12 Applicable law / place of jurisdiction/ final provisions

(1.) This contract shall be governed by the law of the Federal Republic of Germany excluding any application of the UN Convention on Contracts for the International Sale of Goods.

(2.) All enclosures and service descriptions mentioned in this contract are an integral part of the contract.

(3.) Should individual provisions of this contract be or become legally invalid, the remaining provisions shall remain unaffected. Invalid provisions shall be replaced by legal provisions insofar as such legal provisions exist.