

Valid from 03-04-2024

## § 1 Conditions of Use

These terms and conditions (hereinafter referred to as "the terms") apply to the user's (hereinafter referred to as "the customer") purchase of all services or products sold on danes.dk/members.danes.dk (hereinafter referred to as "the website") by Danes Worldwide or Den Danske Sommerskole (hereinafter collectively referred to as "the companies"), unless otherwise expressly and in writing agreed upon.

If you have any questions or comments about our terms and conditions, please feel free to contact the secretariat at tel. (+45) 33 32 09 13 or [danes@dan.es.dk](mailto:danes@dan.es.dk).

## § 2 Company Information

Danes Worldwide and Den Danske Sommerskole are two separate legal entities. The Summer School and the Family Summer School are part of the self-governing institution Den Danske Sommerskole, while Danes Worldwide offers online Danish lessons, legal advice, and case processing. One company cannot be held financially responsible for the other.

### Danes Worldwide

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Nørre Voldgade 21, 4th floor

DK-1358 Copenhagen K

+45 33 32 09 13

[danes@dan.es.dk](mailto:danes@dan.es.dk)

### Den Danske Sommerskole

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DK-1358 Copenhagen K

+45 33 32 09 13

[sommerskolen@dan.es.dk](mailto:sommerskolen@dan.es.dk)

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### § 3 Prices

**Subsection 1.** All prices on the website are in Danish Kroner (DKK).

**Subsection 2.** Membership fees as well as online and school education are both exempt from VAT, while legal processing is a taxable service.

**Subsection 3.** The total price for the service and/or product follows the current price list stated on the website at the time of purchase, unless otherwise expressly and in writing agreed upon.

**Subsection 4.** The companies reserve the right to change prices and reserve the right for any printing errors.

### § 4 Payment

**Subsection 1.** Payment can be made with Dankort, VisaDankort, e-Dankort, Visa, MasterCard, Maestro, American Express, Visa Electron, Apple Pay, Google Pay, or MobilePay.

**Subsection 2.** Payment via bank transfer is possible. This must be done as soon as possible and no later than 7 days after ordering.

**Subsection 3.** If payment is made by credit card, a fee is charged for credit card payments made with private credit cards issued outside the EU as well as for all company cards regardless of the country of issue. For all types of cards, the card issuer may also charge a fee in connection with the payment.

**Subsection 4.** The customer's credit card information is encrypted. The companies only receive necessary information to identify the order ID being paid for.

**Subsection 5.** The payment mediator, QuickPay, uses the security protocol SSL, which encrypts all transfers of customer information. This means that the customer's card information is

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protected during the transfer from the website via QuickPay to NETS. Further explanation of how an SSL payment is carried out can be found at: <https://quickpay.net/helpdesk/pci/>.

## § 5 Personal Data

The customer's information is transmitted in encrypted form when the customer purchases services and/or products on the website. Information related to the customer's purchase is kept for as long as the customer relationship exists, and a maximum of 5 years after the customer relationship has ended. Read our privacy policy here: <https://www.danes.dk/en/policy-on-protection-of-personal-data/>.

## § 6 Delivery

The companies either send via PostNord A/S or DHL. Costs associated with this are borne by the customer as a starting point, unless otherwise agreed in writing.

## § 7 Right of Withdrawal

**Subsection 1.** The customer has a 14-day right of withdrawal from the time of purchase.

**Subsection 2.** If the customer wishes to withdraw from their purchase, the customer must give an unambiguous and written notice to the appropriate provider, either Danes Worldwide or Den Danske Sommerskole, as soon as possible. The notice must clearly and unambiguously declare that the customer wishes to withdraw the purchase.

**Subsection 3.** By accepting the terms and conditions, the customer simultaneously consents to the company commencing the delivery of the service and/or product immediately from the time of purchase.

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**Subsection 4.** If the customer exercises their right of withdrawal after the delivery of all or part of the service and/or product, but before the expiry of the 14-day withdrawal period, the company will invoice for the already delivered service and/or product. The amount that the company will charge will be proportionate to the extent of the service already delivered, compared to the full fulfillment of the agreement.

**Subsection 5.** The customer cannot withdraw their purchase if more than 14 days have passed since the time of purchase.

**Subsection 6.** Deviations from the premise in § 7 may occur, cf. the individual services and/or products specified in §§ 13-16.

## **§ 8 Warranty**

**Subsection 1.** The customer generally has a two-year warranty period according to the rules of the Sale of Goods Act, calculated from the receipt of the product. For services, there is generally a right to complain within 3 years after the error has been discovered or should have been discovered. Vandalism, abuse, or the like are not covered by the warranty.

**Subsection 2.** Complaints regarding defects and deficiencies must be notified to the company within a reasonable time after the error has been discovered or should have been discovered. The customer must provide information about the product's defects/deficiencies.

## **§ 9 Consumer Rights Act**

The customer's order placement and purchase on the website are in Danish and are subject to general Danish legislation, including the Act on Certain Consumer Agreements (doorstep sales, distance sales, and ongoing services).

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## § 10 Force majeure

If the customer's purchased product and/or service cannot be delivered/processed either wholly or partially due to entirely extraordinary situations, such as – but not limited to – *acts of war, terrorism, epidemics, fire, natural disasters, state bankruptcies, blockades, embargoes, sanctions, breakdowns in public and/or private infrastructure, including longer-term consequences that can be characterized as force majeure*, the companies are neither directly nor indirectly liable for compensation. The customer is not entitled to a refund, either wholly or partially.

## § 11 Reservation

The company reserves the right to print errors, price errors, VAT and tax changes, as well as delivery failures. Any offers are valid while places are available. In the event of any discrepancies between the Danish and English texts in the terms and conditions, the Danish text shall apply.

## § 12 Special Conditions

**Subsection 1.** Danes Worldwide offers online Danish lessons, legal advice, and case processing. Den Danske Sommerskole offers stays at the Summer School and Family Summer School. Please note that special conditions apply to individual products.

**Subsection 2.** All services and/or products offered by the companies purchased on the website at the reduced member price require a valid and active membership throughout the period in which the service or product is used and/or provided.

## § 13 Summer School and Family Summer School

**Subsection 1.** The following applies in the event of cancellation from both Den Danske Sommerskole and the customer for a summer school stay at either the Summer School or the Family Summer School.

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**Subsection 2.** If the customer cancels by the end of the day Danish time on January 31st of the year of the stay, the course fee will be refunded, except for the registration fee.

**Subsection 3.** If the customer cancels, for any reason, after January 31st of the year of the stay, the course fee will be refunded with a deduction for the registration fee only if the place can be allocated to another participant.

**Subsection 4.** If the conduct of the Summer School or Family Summer School should be wholly or partly prevented or canceled due to entirely extraordinary situations, such as – but not limited to – acts of war, terrorism, epidemics, fire, natural disasters, state bankruptcies, blockades, embargoes, sanctions, breakdowns in public and/or private infrastructure, including longer-term consequences that can be characterized as force majeure, Den Danske Sommerskole is neither directly nor indirectly liable for compensation. Registered participants for the Summer School and/or Family Summer School are not entitled to a refund, either wholly or partially.

#### **§ 14 Online Danish Lessons**

**Subsection 1.** For all Danes Worldwide's online Danish lessons, it applies that registration and purchase of lessons are binding after the lessons begin. In case of cancellation within 14 days from the time of purchase and before the lessons begin, the course fee will be refunded, except for an administration fee of 500 DKK per student. Once the lessons have started, the customer cannot cancel the purchase.

**Subsection 2.** If the customer interrupts their membership for any reason while or before the lessons are completed, the customer will be sent 1 reminder about this. If the customer does not respond to the reminder within a reasonable time, Danes Worldwide will immediately terminate access to the online lessons and notify the customer.

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**Subsection 3.** With any purchase of online Danish lessons, the customer will have access to the course from the start of the course until one month after the course ends. For the purchase of a complete course (e.g., Beginner Danish A1, which consists of 3 periods of 10 weeks each), the periods are consecutive. Danes Worldwide guarantees that assignments submitted by the deadline will receive personal feedback.

**Subsection 4.** Danes Worldwide disclaims any responsibility if the customer cannot get the online lessons to work due to technical challenges, such as, but not limited to, failing/unstable internet connection, technical issues, geo-blocking, outdated technology, local conditions, weather conditions, etc.

## § 15 Case Processing

**Subsection 1.** If the customer, as a member, purchases case processing at the reduced member price, case processing at Danes Worldwide requires that the customer is a member of Danes Worldwide throughout the period of case processing.

**Subsection 2.** If the customer, for any reason, interrupts their membership with Danes Worldwide either while or before the case processing is completed, the legal advice will send the customer a minimum of 2 reminders to remind the customer that case processing requires a membership of Danes Worldwide for the case processing to continue.

**Subsection 3.** If the customer, for any reason, does not respond within a reasonable time to the last reminder, the legal advice may suspend the customer's case processing until payment for the membership is registered.

**Subsection 4.** If the customer, for any reason, does not respond to their case or membership within 2 years, counted from the last contact from the customer, the legal advice will delete the customer's case without notice. After the expiration of the mentioned deadline, the customer cannot resume the case and must purchase the desired case processing again.

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**Subsection 5.** Danes Worldwide cannot guarantee a positive outcome of the customer's application and/or case with the Danish authorities. In the event of rejection or negative outcome of the customer's application and/or case with the Danish authorities, which Danes Worldwide has assisted with, the customer is not entitled to a refund, either wholly or partially.

## **§ 16 Legal Advice**

**Subsection 1.** If the customer has a membership with Danes Worldwide, the customer has the opportunity to receive a maximum of 30 minutes of free legal advice in each of the customer's membership years. This advice can only be provided by phone or email.

**Subsection 2.** All forms of advice and/or guidance provided by Danes Worldwide to the customer are subject to errors and omissions. Danes Worldwide is neither directly nor indirectly liable for compensation. The customer cannot demand either a full or partial refund of any membership fee or case processing in case of errors and/or deficient advice.

**Subsection 3.** If the customer's question cannot be answered by Danes Worldwide, the question, only by email and with the written consent of the customer, may be forwarded to one or more of Danes Worldwide's external experts. Once the customer has been referred to the expert, Danes Worldwide is no longer involved in the process, and the customer is referred to the terms and conditions of the respective expert's business.

## **§ 17 Membership**

**Subsection 1.** Membership of Danes Worldwide is ongoing until the time the membership is paid up to.

**Subsection 2.** If the customer wishes to cancel their membership of Danes Worldwide in the middle of a membership period, it will only take effect from the following membership year.



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This also applies to cancellations due to dissatisfaction with services included in the membership. The right of withdrawal mentioned in § 7 only applies to new memberships.

**Subsection 3.** There are different types of memberships that can be obtained from Danes Worldwide. What the different memberships provide access to can be found at: <https://www.danes.dk/en/membership/>.

### Previous Terms and Conditions

Terms and conditions valid from October 26, 2021, to April 2, 2024

Terms and conditions valid from July 26 to October 25, 2021

Terms and conditions valid from July 7 to July 26, 2021

Terms and conditions valid from June 24 to July 6, 2021

Terms and conditions valid from July 8 to June 24, 2021

Terms and conditions valid from May 29 to July 7, 2020

Terms and conditions valid before May 29, 2020