

General Terms and Conditions (T&Cs) of porta mundi AG

(As at: 17/05/2024)

1. Scope

- (1) Porta mundi AG (hereinafter referred to as '**porta mundi**') aims to help its students in all subjects and at all levels to add depth to and acquire new expertise in the topics covered, as well as to overcome exam nerves and develop various learning strategies. Our coaching services are based in particular on the students being taught at home by competent teachers and on working closely with all parents. These coaching services take place by appointment either at our premises or online as a video conference. In addition to individual coaching sessions, porta mundi offers group courses and simulation exams by arrangement.
- (2) These terms and conditions, together with the individual agreement, govern the contractual relationship between the parents ('**parents**') and porta mundi – 'together', the '**parties**' – for the provision of the aforementioned coaching services. If the student is over 18 years old and the contract is agreed directly with him/her, these T&Cs (also) apply to him/her.

2. Scope of service

- (1) The coaching sessions are based on the subject matter applicable in the agreed subject and the materials used in class. Within the framework of the coaching sessions, the materials are on principle provided by porta mundi. If necessary and after consultation with the porta mundi teacher, additional materials may be purchased, which must be paid for by the parents or the students.
- (2) Porta mundi chooses the teachers for the coaching sessions at its own discretion. However, porta mundi takes into account the parents' wishes.
- (3) The scope of services corresponds to the booked number of coaching sessions. In addition, at the request of the parents or as required, meetings can be held to discuss general performance and the achievement of set goals.
- (4) Porta mundi does not guarantee the achievement of any particular learning outcome. Within the limits of the law, all contractual and non-contractual liability of porta mundi and its officers, employees and agents is excluded.

3. Use of the service and cancellations

- (1) The time, location and type of coaching (face-to-face or online) for all coaching sessions are agreed between the parties.
- (2) If the student is unable to attend a coaching session, the parents are required to inform porta mundi at least 12 hours in advance by email, text message or telephone. If the parents fail to timely cancel the session in advance, the parents are obliged to pay porta mundi the price of one lesson (60 minutes).
- (3) If the lesson is cancelled less than two hours in advance, the parents are obliged to pay porta mundi the full fee of the coaching session booked (this also applies if the student fails to show up at the agreed time).

- (4) If the coaching sessions are conducted online, the parents shall ensure that the student is technically able to connect to the agreed video conference on time. If the student does not join the video conference within ten minutes of the agreed start of the lesson, the appointment is deemed not to have been attended within the meaning of section 3(3) above. If the video conference does not start at the agreed time (e.g. due to a technical problem), the parents are required to proactively inform porta mundi of this circumstance. In this case, the parents and porta mundi work towards ensuring that the lesson can be held as quickly as possible (e.g. by sending a new invitation link).
- (5) If the parents can demonstrate that it was not possible under the circumstances to notify porta mundi in good time, porta mundi may, at its own discretion, reduce or waive the price owed.
- (6) If the student cancels or reschedules a booked coaching session with the teacher, we will only agree to the change with the parents' consent.
- (7) Porta mundi reserves the right to cancel or postpone a coaching session at short notice.
- (8) Cancellations of courses and simulation examinations must be made at least one week before the start of the course or before the date of the simulation examination. In the event of cancellation without observing this deadline, the agreed price shall remain payable in full. In special cases, porta mundi may, at its own discretion, reach an appropriate agreement with the parents.

4. Conclusion of contract and contract amendments

- (1) Porta mundi prepares a registration form for the coaching with the applicable conditions and sends it to the parents. The contract for the coaching becomes binding when the parents return the signed registration form to porta mundi in due time.
- (2) The number and length of lessons originally agreed can be shortened or extended on an ongoing basis by mutual agreement.

5. Prices and terms of payment

- (1) The prices listed on our website (www.portamundi.org) at the time of the conclusion of the contract apply. These are communicated to the parents of the respective student in the registration form.
- (2) The prices for our services are based on a lesson of 60 minutes. A fixed price per course or simulation exam is charged for courses and simulation exams as indicated on our website.
- (3) In addition to the coaching fee, the teacher's travel expenses amount to CHF 10.00 per meeting, if the lessons exceptionally take place at the student's home instead of online.
- (4) On Sundays and official public holidays (city of Zurich), one and a half times the price will be charged. On Saturdays the surcharge is 25%.
- (5) At the beginning of the month following the coaching sessions in question, porta mundi will email the parents an invoice for the entire month (unless otherwise agreed). Porta mundi may, at any time, stipulate that the coaching sessions are paid for in advance by the parents.
- (6) The parents undertake to pay the full invoice amount within 20 days of the invoice date. If payment is not made on time, porta mundi shall send the parents a demand for payment by e-mail or letter at its own discretion. Porta mundi charges a demand fee of CHF 20 each for the second and third demand. From the fourth demand onwards, the claim is handed over to a debt collection company and possible debt collection proceedings are initiated.

(7) In the case of courses and simulation examinations, the price must be paid no later than ten days before the start of the course or before the date of the simulation examination. If the price has not been paid in full by this time, porta mundi may refuse to provide the service.

6. Applicable law and place of jurisdiction

Swiss substantive law is applicable to the contract between porta mundi and the parents. All disputes arising out of or in connection with the contract, including those concerning its valid conclusion, its legal effect, amendment or dissolution, shall be judged by the ordinary courts at the place where porta mundi has its registered office.

7. Amendments to the T&Cs

Porta mundi has the right, within the limits of the law, to revise and unilaterally amend the general terms and conditions at any time.

8. Severability clause

In the event of the initial or subsequent invalidity of one or more provisions of these general terms and conditions, the validity of the remaining provisions shall not be affected. A valid provision that comes closest to the legal and economic purpose shall then be deemed to have been agreed.

.....