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# GENERAL TERMS AND CONDITIONS

## FOR CATALYST COURSES

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## **Our Name**

dBs Berlin GmbH became Catalyst Institute for Creative Arts and Technology GmbH in March 2020. Before the official launch of our new website in September 2020.

This change of name does not affect our business purpose or product offer. It is a reflection of the broadening of our company's activities and education programs that has occurred over the last 7 years.

## **1 Scope of Application; Catalyst Policies**

1.1 Catalyst Institute for Creative Arts and Technology GmbH, Funkhaus, Nalepastraße 18-50, 12450 Berlin, Germany, email [info@catalyst-berlin.com](mailto:info@catalyst-berlin.com), telephone +49 30 2900 9052 (“our”, “us” or “we”) is an international creative production institute offering Music, Film, Screen Acting, VFX and other courses (“Course(s)”) held by Catalyst Tutors which can be booked through the application form on the website <https://catalyst-berlin.com/apply> (“Website”).

1.2 These Terms and Conditions of Catalyst Courses (“Terms and Conditions”) govern the application process and the contractual relationship between the customer student that books the Course (“you”) and us (together “Parties”). You can access and print out the current Terms and Conditions during the application process and at any other time on our website. We do not store this contract text after conclusion of the contract.

1.3 To ensure that everyone at Catalyst feels valued and respected and can work towards a safe and positive environment, and that we and all students at Catalyst have a common understanding of the rules at Catalyst, we have documented our policies. You may view, download and print the policies on <https://drive.google.com/drive/folders/13y98v-P3ZkJ0vnscDAIQ140MrawBJwfn>. All policies shall apply in addition to these Terms and Conditions and shall, together with these Terms and Conditions, form an integral part of the contract between you and us.

1.4 Any conflicting and/or supplementary terms and conditions of yours are excluded, even if we do not expressly object to them.

## **2 Application Process (Incoming Students)**

In order to initiate a Course application you must submit the application form on the Website. Until you click the “Submit” button, you can cancel the application at any time or change the information provided by simply correcting it in the fields on the form. This application does not incur any costs for you. After viewing all the materials submitted by you, the Admissions Teams will decide if you are a good fit for the school. If yes, we will send you a non-binding offer of study (“Offer Letter”) by email. The Offer Letter will include information on how to make the payment to confirm your place on the course.

## **3 Conclusion of Contract (Incoming Students)**

- 3.1 We are your contract partner when enrolling in one of our Courses.
- 3.2 The provision of the Course offered on the Website and the Offer Letter do not constitute a binding offer by us to conclude a contract. The Offer Letter is an invitation to you to submit an offer to us by paying the amount requested in the Offer Letter. The Offer Letter will request either an enrolment fee, or in the case of certain short Courses the full tuition fee.
- 3.3 You make a binding offer to enrol in a Course when transferring the enrolment fee and / or the full tuition fee requested in the Offer Letter ("**Offer Payment**").
- 3.4 The contract is concluded when we send an **Acceptance Letter** of your Offer Payment to the e-mail address you provided to us as part of the application process ("**Conclusion of Contract**"). The Acceptance letter confirms receipt of your Offer Payment and contains the essential characteristics of the contract.
- 3.5 If we refuse your offer for any reason, we will notify you accordingly and immediately refund your Offer Payment.

#### **4 Multi-Year Degrees; Conclusion of Contract (Returning Students)**

- 4.1 If you wish to discontinue your studies, please contact the administration team at the end of your current academic year to proceed with exmatriculation.
- 4.2 Students enrolled in or opted into a multi-year degree will be contacted by us via email in June, contingent on your passing the previous exams and provided you have not informed us to interrupt your studies or withdraw. Such email will provide instructions on how to enroll in the subsequent academic year Course by payment of the enrolment fee. A link to pay the enrolment fee will be provided.
- 4.3 For returning students Conclusion of Contract will take place, once you have paid the enrolment fee.

#### **5 Our Obligations and Rights; Cancellation of Courses**

- 5.1 We offer the Course described in detail on the Website, especially on the Course detail pages.
- 5.2 The Course will take place on the date(s) specified in the Course description on the Website.
- 5.3 We may change the Course program due to organisational reasons, in particular the time and/or place at which the Course is to take place or to change the instructor, or to improve the learning content of the Course. We may also change the Course program due to compelling external reasons (such as acts of war or terrorism, strikes, pandemics, administrative measures, other cases of force majeure, etc.). In particular, we may in such cases reasonably replace on-site Course units with remotely taught Course units or other digital access to Course material. When we do this, we will take

your reasonable interests into account and will inform you without undue delay of such changes.

- 5.4 We are only obliged to carry out the Course if the minimum number of students of 12 persons per class is reached.
- 5.5 We reserve the right to cancel the Course with a term of 4 weeks before the start of the Course
- (a) if the minimum number of 12 students per class is not reached, or
  - (b) the instructor is unable to attend the Course without our fault and, despite all reasonable efforts, we have not been able to find an adequate substitute instructor, or
  - (c) the facilities where the Course was to take place are not suitable for holding Courses (for example due to ongoing construction work or unforeseen termination of the rental agreement) without our fault and, despite all reasonable efforts, we have not been able to find adequate substitute facilities or reasonable remote/digital replacement. In both cases, the full Course Fee will be refunded. We will inform you without undue delay about any cancellation of the Course.
- 5.6 We are entitled to engage external instructors for providing Courses in whole or in part.

## **6 Prices and Terms of Payment**

- 6.1 Courses are generally subject to an annual enrolment fee and an annual tuition fee, which are separate fees (the enrolment fee is not included in the tuition fee). Only some shorter Courses have no enrolment fee and you just pay the tuition fee. The tuition fee also includes any fees for special methods of payment as may have been agreed on. In some contexts where the difference between the types of fees is not relevant, or where there is no enrolment fee, we may also refer to a “Course Fee” – this means the total amount.
- 6.2 Unless otherwise stated, all prices are quoted in Euros and including fees for special payment methods. VAT is not charged on this type of educational course in Germany. Any bank transfer or currency conversion fees are borne by the student, i.e. where you are allowed to pay by bank transfer, the amount arriving in our account must be exactly the owed amount in Euros.
- 6.3 For incoming students the tuition fee is due in advance on 1<sup>st</sup> July for any Course requiring an enrolment fee (for Courses without an enrolment fee, you have already paid the tuition fee as your Offer Payment). For returning students, the tuition fee is due in advance on 15<sup>th</sup> August. If you have signed up for a payment plan in instalments, the respective instalment of the tuition fee is due on the 1<sup>st</sup> of each month, beginning on 1<sup>st</sup> August, for incoming students, and on the 15<sup>th</sup> of each month, beginning on 15<sup>th</sup> August, for returning students (each a “**Due Date**”) until the last due instalment has been paid. Note that the instalment plan does not mean you are entering into a monthly subscription. You are still obliged to pay the full amount

of the enrolment fee and tuition fee for the entire Course, subject to the limited cancellation rights set forth in Sections 10 and 11 below.

- 6.4 For clarity, if you participate in a multi-year degree, except where expressly agreed otherwise, the enrolment fee and the tuition fee are stated on a “per year” basis and payable again each year. This means that after your first year, we will again request payment of the enrolment fee and the tuition fee for the next year.
- 6.5 Payment is made by the payment method you choose in the booking process. The available payment methods will be displayed before the Conclusion of Contract. We are entitled to remove or add individual payment methods.
- 6.6 In the case of a return debit note, you are obliged to reimburse us for the costs actually incurred by us for the return debit note.

## **7 Your Other Obligations**

- 7.1 You are obliged to provide true and complete details in the application. You will not submit or use in the Course any material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to do so.
- 7.2 You grant us a non-exclusive, non-transferable right of use to the works you create during a Course for marketing and teaching purposes, e.g. on our Website, in our Social Media channels, and/or in other Courses.

## **8 Copyrights and Rights of Use**

- 8.1 We reserve all rights to teaching material given to you as part of a Course, including those of translation, reprinting, duplication – also in electronic form (e.g. PDF format) – or parts hereof (“**Course Material**”). No part of the Course Material – not even in excerpts – may be reproduced, duplicated, processed, changed, distributed or otherwise used for public display. This does not apply to duplication of the Course Material for your personal study purposes.
- 8.2 At Catalyst we make available to students certain IT equipment and resources for the purpose of the studies. In order to enable us maintaining the security, safety and productivity of our team, students and third parties, both within our school and in the digital domain, you shall, at any time you use such IT equipment and resources, adhere to the Catalyst IT policy. You may view, download and print our policies, including the Catalyst IT policy, on [https://docs.google.com/document/d/1XBeJpRMDhI7iGLXdC3bvM7oFUZBm\\_k42GHJ55puGWNM/edit?usp=sharing](https://docs.google.com/document/d/1XBeJpRMDhI7iGLXdC3bvM7oFUZBm_k42GHJ55puGWNM/edit?usp=sharing).

## **9 Limitation of Liability**

- 9.1 We are fully liable for intent and gross negligence as well as for damages caused by injury to life, body or health.

- 9.2 In an event of slight negligence (other than in the cases described in Section 9.1 above), we are liable only for breaches of a material contractual obligation. A material contractual obligation in the meaning of this provision is an obligation that must be performed in order to make the implementation of this contract possible in the first place and on the performance of which the contractual partner may therefore generally rely.
- 9.3 In a case according to Section 9.2 we will not be liable for any losses related to any business of yours including (without limitation) lost data, lost profits, lost revenues, business interruption or indirect damages.
- 9.4 If we are liable due to an event of slight negligence our liability is limited to the amount of damages that are a typical, foreseeable consequence at the time of Conclusion of Contract.
- 9.5 The limitation of liability applies accordingly to the benefit of our employees, agents and vicarious agents.
- 9.6 Any potential liability on our part for any guarantees (which must be expressly designated as such in order to be guaranteed in the legal sense) and for claims based on the violation of data protection law remains unaffected.

## **10 Term and Cancellation of Contract; Refund on Cancellation**

- 10.1 The term of the Course is described in detail on the Website.
- 10.2 Once you have been accepted to a Course you can cancel in text form (e.g. by letter or email) and ask for a refund in the following circumstances:
- (a) If you are enrolled in a long Course of 1 year and we receive a written request before the first lesson has taken place, you receive a 50% refund of the tuition fee (but not the enrolment fee), or you can keep a credit for the full tuition fee. If you choose the Course credit in this case, you can re-enrol in the Course at a later time without paying the enrolment fee again. If you apply the credit to a different Course, you do have to pay the enrolment fee for that Course). If you are enrolled in a long Course of 1 year starting in September of any given year and we receive a request from you to cancel the Course prior to November 30th in that same year, you will receive a 50% refund of your tuition fee (but not the enrolment fee). If we receive this request on or after November 30th in the year the Course started or any year after this year you will not be entitled to receive any refund of your tuition fee or your enrolment fee.
- (b) If you are enrolled in a summer Course in any given year and no qualified substitute participant (see below) has taken the place and we receive a request from you to cancel the Course before the first lesson has taken place, you will be entitled to a 40% refund of the tuition fee (but not the enrolment fee, if any); however, if

- (i) you have provided a substitute participant (not previously enrolled with us) who occupies the vacant place, or
  - (ii) we have more eligible binding applications for the Course than in the previous year,
- you will receive a full refund of your tuition fee plus 50% of your enrolment fee, if any.

If your request to cancel is supported by a doctor's note (on licensed doctor's official stationery with their full contact details) certifying that you are unfit for health reasons to continue to attend the entire rest of the Course, you can, as an alternative to any other option available to you pursuant to the provisions above, opt to receive a refund equal to the value of the remainder of the Course (but not the enrolment fee, if any), or a credit equal to the value of the remainder of the Course (but not the enrolment fee, if any, which must be paid again for any new Course you enrol in).

If you fail to attend the Course on which you are booked and have not given prior notice to us then the Course Fee will remain payable in full and no refund will be allowed.

10.3 In any of the aforementioned cases in Section 10.2 you have the right to prove that no or significantly less damage has been incurred to us as a result of the cancellation. Further claims are excluded.

10.4 Section 10.2 does not limit the Parties' statutory rights to withdraw in accordance with § 312g German Civil Code (Bürgerliches Gesetzbuch), as explained in more detail in Section 11, or to terminate the contract for good cause.

In particular, good cause is given and we are entitled to terminate the contract for good cause if you have signed up for instalment payments and

- (a) you are in delay with the payment of the tuition fee instalment for two consecutive Due Dates or
- (b) if, in a period extending over more than two Due Dates, you are in delay with the payment of a part of the tuition fee corresponding to the tuition fee instalments for two Due Dates.

10.5 Either Party may terminate the contract for an important reason in accordance with statutory laws (*Kündigung aus wichtigem Grund*). We may also terminate the contract if you require a visa to participate in a Course at Catalyst and (i) your application for a visa is denied and / or (ii) upon our request you cannot prove issuance of a respective visa.

## **11 Statutory Right of Withdrawal**

If you are a consumer according to § 13 German Civil Code (Bürgerliches Gesetzbuch), i.e. a natural person who enters into a legal transaction for purposes that predominantly are outside their trade, business or profession, you have a legal right to withdraw from the contract subject to the following conditions:

### **11.1 Instructions on withdrawal**

## Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Catalyst Institute for Creative Arts and Technology GmbH, Funkhaus, Nalepastr. 18-50, 12459 Berlin, Tel: +49 30 2900 9052, admissions@catalyst-berlin.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

## Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

### 11.2 Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

— To Catalyst Institute for Creative Arts and Technology GmbH, Funkhaus, Nalepastr. 18-50, 12459 Berlin, admissions@catalyst-berlin.com

— I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*)

— Ordered on (\*)/received on (\*)

— Name of consumer(s)

— Address of consumer(s)



— Signature of consumer(s) (only if this form is notified on paper)

— Date

(\* ) Delete as appropriate.

### 11.3 Premature Expiration of the Right to Withdraw

Your right to withdraw expires prematurely if we have provided the service in full and have only begun to provide the service after you have given us your express consent and at the same time confirmed your knowledge that you will lose your right to withdraw if we perform the contract in full. This means, for example, that you can no longer withdraw your Offer and withdraw from the contract once the Course is fully completed.

If you have expressly requested that the Course be started before the end of the withdrawal period, you shall pay a reasonable amount as compensation for the value of the Course made available to you, which corresponds to the proportion of the Course already provided up to the point in time at which you inform us of the exercise of the right of withdrawal, compared to the total scope of the Course provided for in the contract.

## 12 Changes to these Terms and Conditions

12.1 We may change the contractually agreed services if and to the extent that this is necessary for good reason not foreseeable at the time of Conclusion of Contract and this change does not shift the relationship between performance and counter-performance to the disadvantage of you, so that the change is reasonable for you. A good reason exists, for example, if new technical developments necessitate a change in performance, since we can no longer render the services in the previous contractually agreed form or if new or amended statutory or other sovereign requirements require a change in performance.

12.2 We will notify you in text form (e.g. by email or letter) of any changes to these Terms and Conditions or to the services at least eight weeks before they are scheduled to take effect.

12.3 In the event of changes which are not exclusively in your favour, you are entitled to cancel the contract in text form (e.g. by letter or email) without observing a period of notice at the time the changes take effect.

12.4 Changes to these Terms and Conditions or to the services are deemed to have been approved if you do not object to them until they take effect. In the notification of amendment, we point out in particular the beginning of the aforementioned period, the significance and the consequences of your non-objection.

12.5 The aforementioned sections do not apply in the case of a change of the time, place, mode or contents of the Course according to Section 5.3.

## 13 Student Wellbeing

- 13.1 By signing up to Catalyst you acknowledge that it is your responsibility to reach out and ask for the help when needed. In the first instance a searchable Resource Library is available to all students through Moodle.
- 13.2 The Student Wellbeing team is there to help students maintain a healthy school/life balance and deal with challenges that may arise during their studies. Catalyst encourages students with particular learning requirements or needs (ranging from different learning styles to dyslexia to mental health-related learning issues) to touch base with Student Wellbeing at the beginning of their studies. This will help students get the support they require from the start, thereby fostering the best chance of academic success.
- 13.3 Catalyst also endeavours to support students with more general, non-academic, issues related to living in Berlin (from navigating German bureaucracy to finding a doctor or mental health counsellor to combating illness or dealing with unforeseeable events) after the first day of the semester.
- 13.4 Students can contact and/or make appointments with Student Wellbeing via email: [wellbeing@catalyst-berlin.com](mailto:wellbeing@catalyst-berlin.com)
- 13.5 Catalyst believes you have the right to use our Student Wellbeing Services confidentially, so we will always strive to keep the content of our conversations private. Only in exceptional cases where we are legally obliged to disclose information, or if we need to get you or someone else help, would we contact other agencies or organizations, or otherwise disclose the information shared.
- 13.6 If we contact another agency or organisation, we will always try to do this with you knowing and with your consent. We would only do this without your consent if we believe there is a serious risk of harm to you or someone else, or if you disclose any information related to an unlawful act.

## **14 Miscellaneous**

- 14.1 The contractual language is English.
- 14.2 Should specific provisions of this contract wholly or partially violate mandatory law or be void or ineffective for other reasons, the remaining provisions remain unaffected.
- 14.3 The European Commission provides an online dispute resolution platform, which you can reach at <http://ec.europa.eu/odr>. Our email address is [info@catalyst-berlin.com](mailto:info@catalyst-berlin.com).
- 14.4 We are not obliged or willing to participate in a dispute settlement procedure before a consumer dispute resolution body.
- 14.5 The contractual relations between the parties are governed by the law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG). If you are a consumer and do not reside in the Federal Republic of Germany, the contractual relationship is subject exclusively to the law of the Federal Republic of Germany excluding the CISG, unless mandatory provisions of the

law of the country in which the consumer has his habitual residence provide otherwise.

- 14.6 If you do not have a general place of jurisdiction in Germany or in another EU member state, or if you are a merchant within the meaning of the German Commercial Code (Kaufmann), or if you have moved your permanent place of residence abroad after these Terms and Conditions have become effective, or if your place of residence or habitual residence is not known at the time the action is filed, the exclusive place of jurisdiction for all disputes arising from this contract is our registered office.