

General Terms and Conditions (GTC)

Please be informed that the legal agreements set below govern your use of the services available on the website www.goinggris.com (hereinafter as: "Site"). If you do not agree to these terms, do not use the services. By using the services, you acknowledge that you agree to abide by and thereof are bound by these terms.

By using the service you agree that you have read, understood, accepted and agreed to these general terms and conditions (hereinafter referred to as: "**Terms**" or "**GTC**"), especially because without clicking "I agree" of our Terms and Privacy Policy, you are not able to use them. These Terms constitute as a legal agreement between you and HalloInvest PTE. LTD., (seat: 28C Stanley Street Singapore, (068737), registration number: 201827982W) and apply to your use of the services. **These Terms do not have to be signed in order to be binding.**

Please review our terms of use and privacy policy carefully before downloading or using our services for the first time.

HalloInvest PTE. LTD., (seat: 28C Stanley Street Singapore, (068737), registration number: 201827982W) (hereinafter: We) is the operator of the www.goinggris.com website and services on the site.

You are entitled to use the site under the following GTC, which you hereby accept and acknowledge by using the site. If you do not accept these GTC, you are not entitled to use the site and services. These GTC are continually available on the [website](#).

This document is exclusively executed electronically. We are entitled to unilaterally amend our own terms and conditions, but such amendments shall not change the GTC in a way that would be unilaterally and largely detrimental to the you as the user of the service.

I. Service Provider data

Name of service provider: HalloInvest PTE. LTD.

Head office of service provider: 28C Stanley Street Singapore

Company registration number: 201827982W

Unique Entity Number: 201827982W

Email address: info@halloinvest.com

II. Registration for the service and terms of use

2.1. You may start to use the service by registering and making a personal account on the Site. By registering you represent and warrant that you are an individual legally entitled to enter into a binding agreement under the laws of the Indonesia, in particular the Terms, to use the Site and that you are at least 18 years old and not under guardianship. Otherwise, we will be entitled by law to cancel any agreement entered into with you. You further represent and warrant that you have the right, authority and capacity to use the Service and to abide by the Terms of Use.

2.2. You can use the services after registration. For the registration you have to give your full name, e-mail address and a password. Upon successful registration, the Site will provide you with a personal account that can be accessed with a password you choose.

2.3. Only you may use your own account and you undertake not to authorize others to use your identity or account. You may not assign or otherwise transfer your account to any other parties. You must keep your account password and any identification we provide you secure and confidential. In the event a disclosure is made to your passwords,

howsoever, which causes any illegitimate or unauthorized uses of your account or identity, orders generated from the illegitimate or unauthorized uses will still be deemed valid, unless you notify us on that matter.

2.4. You undertake that you will use the services only for its intended use to obtain the Service. You may not abuse or use the Site for fraudulent purposes or to cause any inconvenience to others.

2.5. You may not harm, tweak or modify the Site or attempt to harm, tweak or modify it in any way whatsoever. We are not liable if you do not have a compatible device to use the Site or the services. We reserve the right to prohibit you from further using of the Site should you use it with an incompatible or unauthorized device or for purposes other than those for which the Site and services are intended to be used. You undertake that you will only use an access point you are authorized to use.

2.6. You understand and agree that your use of the Site and the services therein will also be subject to our Privacy Policy as may be amended from time to time. By using the Site and the services you also give your consent as required under our Privacy Policy.

2.7. We may, in our sole discretion, provide promotions that may be redeemed for benefits related to the use of the Site and the services. You agree that you will only use such promotions for their intended use and will not abuse, duplicate, sell or transfer the promotions in any manner. You also understand that the promotions cannot be exchanged for cash and may expire on a certain date, even before you use them.

2.8. Please inform us if you no longer have control of your account, eg your account is somehow hacked or your phone is stolen, so that we can cancel your account accordingly. Please note that you are responsible for the use of your account and may be held liable even if it is abused by another person.

2.9 Multiple registration, for any purpose whatsoever, is explicitly prohibited.

III. Fees and payment

3.1. To register and create a personal account on the Site is free of charge. However, to actually use the service and download lectures, watch video materials and use other educational materials is subject to a fee. Also, the internet connection required to use the service, and any associated charges (e.g. mobile data expenses) incurred by your use of the service are your exclusive responsibility and made solely at your expense.

3.2. The rates that apply for the services (downloading lectures, watching video materials etc.) decided by us can be found on the site and are available after registration as the full charge payable by the end user. The fees include all relevant taxes and charges. We may modify or update the rate from time to time.

3.3. By our sole discretion time to time we may provide the opportunity to pay the price of the Service in instalments. By buying in instalments you accept the price, consisting of all instalments for the product, as the definitive purchase price. In case of payment by instalments, the total value of instalments shall be more than the price offered when buying the product in a lump sum. This does not constitute an interest payment but covers our additional administrative costs.

3.4. You are obliged to pay the price of the given product or product pack each month, in instalments that are clearly stated when placing the order. You shall accept the term (number of months) indicated when placing the order as the term for buying in instalments. If you choose the payment in instalments option, you authorize us to charge you with the amount of the instalments your credit card given at the time of the first purchase.

3.5. If you fall into delay by over 30 days with any instalment payment, we shall activate prohibition on access to all products affected by payment in instalments.

3.6. If your debt still exists on the 45th day after the due date for the instalment, you shall definitively lose access rights to the given product(s). In this case, where you have lost your right of access due to non-payment, if you wish to use the given product(s) again later, you will need to place a new order for which you do not have any offset rights in respect of previously paid instalments, because we have cancelled the licence.

3.7. You agree that you will pay for the services provided to you by the us in full (or in instalments if applicable). All fees emerge instantly at the time you start to use one of the services. All kind of payments can be done only by using your credit card.

3.8. Please note the intermediation of credit card payments in the Site is carried out through FINNET Electronic Payment Provider (by Telkom Indonesia). Please also note that our partner accepts all major credit cards, such as MasterCard, Maestro and, from the VISA product line, VISA and VISA Electron (the latter only when, it is authorized by the issuer bank) as well as American Express cards. The condition to use a credit card as payment option, before your first payment your card has to be registered through the Site. Once you registered your card will be closed your bank account in order to verify that your card is valid, and it is found. When making a card payment the receiver of the payment is us. Your bank may charge further fees, which will not show on the Site.

IV. Teaching assistance – credits

4.1 You are entitled to make use of our credit system, in which teachers linked to our service provide written and personal assistance aimed to you. Credit packs are given for some products free of charge, as a gift.

4.2 If you have any question, our teachers response time is 1-3 working days.

4.3. In case of corrections, the typical lead time is 2-5 working days.

4.4. We do not guarantee any fixed lead response time for credits received as a gift.

4.5. If you possess unlimited teaching assistance pack, the typical lead time in case of questions is 1-3 working days, in case of corrections 2-5 working days, and for sets a maximum response time of 60 days.

4.6 When you change from plain credits to unlimited credits, credits previously recorded and marked with a number are changed to the designation UNLIMITED. You are not entitled to make any claim or demand on us in relation to credits previously received as a gift and not yet used. Following such purchases, you already have a credit designated as unlimited.

4.7 In respect of materials submitted in the event of unlimited teaching assistance:

- you may simultaneously submit an optional material in a maximum of 500 characters for correction
- in the event of the you translate example sentences, you are entitled to send a maximum of 8 items for correction at any time
- we only provide corrections and advice, but does not compile the given task/ translation/ letter instead of you

V. Customer service

5.1. Should you have any questions, remarks or claims about the service you can contact our customer service at info@goinggris.com. We try to get back to you with an answer as soon as possible but within 72 hours as latest.

VI. Copyrights and distribution

6.1 Please be informed that based on the licence agreement we are entitled to use, utilize, distribute the products of Gábor Fekete who holds copyrights for language teaching products that are used with authorized distribution of language-teaching products furnished with the GO! brand name.

6.2 We and Gábor Fekete hereby reserve all rights to online products. Video and audio materials included in the products, and written materials and tests that form part of the products are the property of Gábor Fekete and any use thereof is only possible with the prior written consent of us and rights holder.

VII. Rights of use

7.1 You receive a licence to use the Service. Each user licence is explicitly linked to a user and solely authorizes the User to use the given product or service.

7.2 Anyone can acquire a licence for free materials, who registers for a trial on our website. In such cases the User acquires the right to use parts of the curriculum declared free. This right does not grant a licence for the full use of paid products.

7.3 You are entitled to buy a paid licence to access all curricula offered through the Service. The paid licence always relates to the purchased curriculum; if we release new products, you may acquire the right of use by purchasing additional licences for them.

7.4 Your licence does not expire, unless specially indicated. We provide free access rights to upgrades and improvements carried out on the given product to You. In other words, if the product purchased by you is improved, you are still entitled to use the given product or course in the same way, without paying any additional fee.

7.5 We authorize the playing of materials on its website, provided that you fully respect any copyright and other rights related to intellectual property concerning the original materials. You are only entitled to save, modify, recreate, disclose, present or distribute materials on the website, or to use them in any other commercial or public service way with our prior written consent and of the rights holder.

7.6 We and the rightsholder explicitly prohibit the sharing of login data with third parties, as this constitutes sharing of the licence. Purchase of multiple user licences is explicitly only possible in the event of product versions that run under the multiple / family licence name, where we sell multiple-account licences as equivalent licences and handles them as such in every respect. Such licences are transferred to the user's name upon purchase. Any kind of resale of licences is explicitly prohibited. The only exception is constituted our partner schools, which are entitled to independently sell pre-purchased licences to their students. Any use at variance from normal use is classified as illegal software usage and/or breach of copyright.

VIII. Availability guarantee

8.1 If the availability of the product that you have bought definitively ends within 1 year for any reason, we – based on our sole discretion - will pay back the full purchase price of the given product.

8.2 In this context ending exclusively means termination for reasons attributable to the Service.

8.3 This guarantee is based on the online software's availability to the service provider, and therefore, for example, does not relate to cases in which there is a change in your circumstances, which does not allow you to use the online software (by way of example, but not exclusively, your own Internet access is terminated or permanent technical errors arise at your service provider, which do not allow the online software provided by us to be used at your given interface.)

IX. Liability

9.1. We employ appropriate and reasonable technical and security measures to keep the Site secure and virus and error free. However, as effective as this technology is, no security system is impenetrable. We therefore cannot guarantee the security of the Site nor can we guarantee that the information you provide will not be intercepted while being transmitted to us.

9.2. The Site may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by you being faulty, not connected, out of range, switched off or not functioning. We are not responsible for any delays, delivery failures, damages or losses resulting from such problems.

9.3. We shall not be responsible for any loss or damage to the user or any third parties caused by the service. WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE, WHETHER BASED ON CONTRACT OR NOT.

9.4. Any claims against us by you will in any event be limited to the aggregate amount of all amounts actually paid by and/or due from you when using the Service during the event giving rise to such claims. In no event will we will be liable to you or anyone for costs, interest, damages or losses of any type or kind (including personal injury, emotional distress and loss of data, goods, revenue, profits, use or other economic advantage). We will not be liable for any loss, damage or injury which may be incurred by or caused to you including but not limited to loss, damage or injury arising out of, or in any way connected with the Service, including but not limited to the use of or inability to use the Service.

9.5. You expressly waive and release us from any and all liability, claims or damages arising from or in any way using the Service. Responsibility for the decisions you make regarding the Service found via the Site rests solely with and on you. You expressly waive and release us from any and all liability, claims, causes of action, or damages arising from your use of the Service, software and/or the application (if applicable).

X. Guarantee

10.1. We assure to provide money back guarantee for the service provided for you, but we may decide on the justness of a claim on a case by case basis. We will at all time investigate your claim and notify you about our decision along with a reasoning why we found your claim acceptable/unacceptable.

10.2. You may claim money back guarantee from us at info@goinggris.com.

XI. Data protection

11.1 We are making every effort to protect the personal data you make available to us. You find our privacy policy [here](#) where hopefully all your questions regarding data protection is answered.

XII. Confidentiality

12.1. You shall maintain in confidence all information and data relating to us or to the services, or any of our services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of us (whether orally or in writing and whether before, on or after the date of this Terms) or which are otherwise directly or indirectly acquired by you from us, or any of our affiliated companies, or created in the course of this Terms. You shall further ensure that you only use such confidential information in order to perform the services, and shall not without the our prior written consent, disclose such information to any third-party nor use it for any other purpose. You shall only disclose such information to such officers, employees and agents as need to know it to fulfil its obligations under this Term.

12.2. The above obligations of confidentiality shall not apply to the extent that you can show that the relevant information:

- was at the time of receipt already in the recipient's possession;
- is, or becomes in the future, public knowledge through no fault or omission of the recipient;
- was received from a third-party having the right to disclose it; or
- is required to be disclosed by law.

XIII. Unauthorized use

13.1 The User hereby acknowledges that he/she is obliged to pay a penalty to us if he/she uses the Site's contents unlawfully.

13.2 In relation to contents of digital products/ courses provided by us, you shall not:

- a) save them onto his device
- b) transfer them
- c) use them on any other website
- d) use them in any other printed materials
- e) transfer them either in return for payment, or free of charge

13.3 You are entitled, for the purpose of storage, to save all materials to which the Site clearly makes reference with the words "Downloadable", "Downloading" "Download!".

Such downloadable materials include:

- a) mp3-format audio explanations forming part of various products
- b) PDF-format downloadable materials manufactured for various products
- c) PDF and audio materials furnished with a "gift item" label by GO!

We explicitly authorize You to download such materials. Specifically, this does not include video materials, not even if your browser offers the download option.

13.4 In respect of copying the Site's wording, layout, structure and functions:

- the contents of the Site are legally protected, with particular regard to the following: the website's wording, video materials, tasks, texts, graphics, the website's functions (e.g. product trial and ordering functions, and other materials).

Any use of contents available on the Site (copyright works) is subject to licence;

13.5 By using the Site, or making any unlicensed use of copyright works the Site, as User, you hereby accept the following penalty obligations:

a) if you make use of materials/ copyright works on the Site by downloading them to your own, your clients', or any third party's website, you are obliged to pay a penalty of 300 EURO/ work/ day, but a minimum lump sum of 500 EURO.

Any video file, audio file, PDF file or text forming a single structure, or other files taken by the User from the Site without authorization are considered independent copyright works in this respect.

13.6 By using the Site, the User accepts and acknowledges that this penalty clause is not excessive and uses the Site with this in mind. In the event of breach of copyright, Gábor Fekete or Us shall employ notarial certification, the cost of which shall be passed onto the user committing the infringement.

13.7 The User is obliged to notify Us in writing, in advance of his intention to make any use of the copyright works, and We are not obliged to grant approval in light of the circumstances of use. The use of any copyright work on the Site is only possible with a paper-based licence, which contains text printed and manually signed by us. We do not normally provide author's permission for such use and shall never send such authorization in digital form (e.g. by email).

XIV. Termination

14.1. You are not obliged to use the services and may simply choose to stop using it at any time. For the sake of clarity, this Terms (not including the sections contained in the Survival section of this agreement) terminate when you stop paying the respective fee or when you delete your account.

14.2. Please note that you are entitled to terminate your account, by sending a request to us. Please note that it is not possible to delete your account by chance, as deletion is preceded by a multiple-stage confirmation process, and we would therefore ask you only to finally delete your licensed account if this really is your intention. We are unable to accept any complaints about accidentally deleted accounts.

14.3. We reserve the right to immediately suspend, restrict or terminate these Terms and your use of the services if we have reasonable grounds to suspect that you have breached or violated any provision of these Terms or the prevailing laws and regulations. For the avoidance of doubt, the termination of this Terms shall not require compensating, reimbursing or covering any costs incurred by you, including but not limited to any other amount paid to us in the course of performing your obligations under this Terms.

XV. Restoration fee for deleted accounts

15.1 If you already hold a licences, but decide to delete your account, all your personal data shall also be deleted, pursuant to our privacy policy. We would point out that we are only able to restore accounts against presentation of the "deletion ID" sent to you by email, which you receive at the end of the deletion procedure. In fact, we are unable to identify any user right that used to belong to you in any way after deleting the account, unless you send us the unique "deletion ID".

15.2 Given that account restoration is associated with a considerable amount of work, we will only perform such restoration of deleted accounts for users who already hold a licence for a fee of 50 EURO.

15.3 We would point out that it is not possible to delete an account by chance, as deletion is preceded by a multiple-stage confirmation process, and we would therefore ask you only to finally delete your licensed account if this really is your intention. We are unable to accept any complaints about accidentally deleted accounts.

XVI. Survival

16.1. The following provisions will survive any termination or expiration of these Terms: Sections 5 (Liability), 6 (Guarantee), 8 (Confidentiality), 9 (Unauthorized use), 12.4 (Governing Law, Dispute Resolution).

XVII. Miscellaneous provisions

17.1. Our waiver or forbearance or failure to claim a breach of any provision of these Terms or to exercise any right provided by these Terms or the applicable law, may not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

17.2. No joint venture, partnership, employment, or agency relationship exists between you, us or any third-party provider as a result of the Terms or use of the service.

17.3. If any term under these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, the term or part of it will, to that extent, be deemed not to form part of these Terms but the legality, validity or enforceability of the remainder of these Terms will not be affected.

17.4. These Terms are governed by and to be construed under the laws of Hungary especially the Pesti Központi Kerületi Bíróság. Any and all disputes arising from the use of our services shall be governed by the exclusive jurisdiction of the Hungary based on our registered seat.

17.5. Neither party will be liable to the other for any delay or failure to perform any obligation under this Terms (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency (Force Majeure).

17.6. This Agreement is the entire agreement between you and us relating to the service and supersedes all prior or contemporaneous oral or written communications, proposals and representations between you and us with respect to the Service or any other subject matter covered by this Terms. No provision of any purchase order or other business form employed by you will supersede or supplement the terms and conditions of this Terms of Use, and any such document relating to this Terms will be for administrative purposes only and will have no legal effect.

17.7. These Terms may be modified, varied and changed from time to time. We will notify you through our Site and/or send you an email of the modifications, variations and/or changes to the Terms at least 30 days before the modification comes into force. The continued use of the service after receipt of this notice will constitute your consent to and acceptance of the modifications, variations, and/or changes. Please note that we reserve the right to terminate our Terms. In such case we will notify you with a 90 day notice period, before we stop our operation.

XVIII. Contact details

18.1. Should you have any question or feedback concerning this GTC or our service, or you just have a general inquiry, please contact us at info@goinggris.com.