

Terms and Conditions - Dani Italian

Welcome to Dani Italian. By using our services, you accept these General Terms and Conditions of Sale (GTCS). The purpose of these conditions is to define the terms and conditions of sale of the online Italian language courses offered by Daniela Rosa Casillo on the www.danitalian.com website .

Article 1: Essential features of the services

Dani Italian offers various types of online Italian courses, adapted to all levels and taught by Daniela Rosa Casillo. The services offered include :

1.1 Individual courses

Individual courses are tailored to the specific needs of each student. They offer personalized attention, with a focus on grammar, conversation, Italian culture and other specific areas of language learning.

1.2 Duo courses

Duo courses are designed for two students of a similar level who wish to learn together. They offer an interactive dynamic with personalized attention. These courses are ideal for couples, friends or colleagues.

1.3 Group courses

Group courses bring together several students (usually between 3 and 6) for interactive sessions. They encourage exchange between participants and provide an opportunity to practice the language in a social context. Groups are formed according to the level of the participants to ensure homogeneous learning.

1.4. Monthly film workshops (Italian Cinema Club)

These workshops focus on the analysis and discussion of Italian films. They are designed to enhance understanding of the Italian language and culture through the medium of film. Participants watch a film beforehand, then discuss it during the workshop.

1.5. Monthly Italian Book Club workshops

The Italian Book Club offers a monthly exploration of Italian literature. Participants read a selected book or excerpts before meeting to discuss themes, style and vocabulary, enriching their understanding of the language.

1.6. Weekly creative expression workshops (Creative Expression Club)

These weekly workshops are dedicated to creative expression through various art forms. Participants can express themselves in Italian through drawing, writing, poetry or any other form of artistic expression. The aim is to stimulate creativity while reinforcing language skills in a free and inspiring environment.

Article 2 : Prices

Course prices are quoted in euros (€) and can be consulted directly on the www.danitalian.com website . Prices are firm and final at the time of ordering and include all applicable taxes. No hidden charges are applied.

Article 3: Terms of payment, delivery, performance and complaints

3.1. Payment

Payments are made via the secure Stripe platform. The link to the payment platform is communicated by e-mail or can be accessed directly on the www.danitalian.com website .

Payment for all courses must be made in full at least 48 hours before the scheduled course time.

3.2 Lesson purchase options

3.2.1. Single lesson purchase

Lessons can be purchased individually, with a maximum of 6 lessons per purchase. Lessons purchased individually must be completed within 3 months of the purchase date. Lesson reservations must be made according to availability and are subject to a schedule agreed in advance with the teacher.

3.2.2. Recurring payment

The customer may opt for recurring weekly payment, with a maximum of 2 lessons per week. This payment method implies a weekly subscription, and lessons are scheduled in agreement

with the teacher according to availability. The recurring payment will be deducted automatically each week until the customer cancels the subscription.

3.3 Contract execution

Lessons are scheduled once the order and payment have been confirmed. Lessons take place according to the timetable agreed between the student and the teacher.

3.4. Complaints

If you have any complaints, please contact us at daniela@danitalian.com. We undertake to respond within 48 hours.

Article 4 : Delivery of services

Lessons will be provided on the date and at the time agreed at the time of booking, subject to availability. In the event of unforeseen circumstances, a postponement may be mutually agreed in accordance with article 12 of this document.

Article 5 : Contact details

- **Name:** Daniela Rosa Casillo
- **E-mail:** daniela@danitalian.com
- **Telephone:** +33745154696

Article 6: Recourse to a consumer ombudsman

In the event of a dispute, the customer may have recourse to a consumer mediator free of charge, in accordance with articles L611-1 et seq. of the French Consumer Code.

Article 7 : Status and legal form

- **Status:** Self-employed
- **SIRET:** 979 121 027 00010

Article 8 : Intracommunity VAT

Not applicable.

Article 9: Applicable law and competent court

These terms and conditions are governed by French law. In the event of a dispute, the competent courts will be those of Toulouse.

Article 10: Warranties and after-sales service

10.1. Legal warranty of conformity

In accordance with the law, the services offered conform to the contract and to the description given on the site.

10.2. After-sales service

Support is available for any questions or problems encountered, via the e-mail address daniela@danitalian.com.

Article 11 : Right of withdrawal

- The customer has 14 days to withdraw from the contract.
- To exercise this right, a withdrawal form can be sent by e-mail to daniela@danitalian.com.
- If the customer wishes to begin lessons before the end of this period, he/she must expressly waive his/her right of withdrawal. In this case, any lessons taken and completed will be due and must be paid for, even in the event of withdrawal.
- In the event of withdrawal, we undertake to reimburse all sums paid within 14 days.

Cancellation form

For the attention of Daniela Rosa Casillo - Dani Italian

I hereby notify you of my withdrawal from the contract for the following services:

Customer name :

Customer's e-mail address :

Date of order :

Customer's signature (only in the case of notification of this form on paper) :

Date:

Article 12: Cancellation and rescheduling of courses

- The trainer and the student have the right to change the date of a course already scheduled if this is done more than 24 hours before the start of the course.
- No cancellations or date changes are possible less than 24 hours before the start of the course. If the student is unable to attend a scheduled lesson, no refund or reduction will be granted on the initial price.
- In the event of the instructor's or student's vacation, the course may be suspended or postponed to a later date, provided that a mutually convenient date can be found. Postponements due to vacations must be announced at least one week before the scheduled course date.

Article 13 : Force majeure

The trainer may not be held liable for non-performance or delay in performance of her obligations due to force majeure. Force majeure is defined as any external, unforeseeable event within the meaning of article 1148 of the French Civil Code, such as floods, fires, interruptions to the supply of energy or the Internet, as well as total or partial strikes of any kind hindering the smooth running of the company. In the event of force majeure, the obligations of both parties are suspended for a period of thirty days.

Article 14 : Exclusion of the right of withdrawal

Courses fully executed before the end of the withdrawal period, with the express agreement of the customer, cannot be reimbursed.

Article 15 : Late payment policy

15.1 Individual courses

Individual lessons are subject to a 15-minute lateness policy. If the user has not joined a scheduled lesson within the first 10 minutes after the scheduled start time, we will send an e-mail to check whether he/she is experiencing connection difficulties. If we receive no response and the user has not joined the course within 15 minutes, the course will be cancelled and will not be refundable.

15.2. Duo courses

For duo courses, if one of the two students arrives late, the course will continue as scheduled, with no time extension or postponement. If neither student has joined the course within 10 minutes of the scheduled start time, a reminder will be sent by e-mail. If, after this reminder,

neither student has joined the course within 15 minutes, the course will be cancelled and is non-refundable.

15.3. Group courses

The same policy applies to group courses. If one or more students are late, the course will continue as scheduled without extension. If no participant has joined the course within 10 minutes of the scheduled time, a reminder will be sent. If, after this reminder, no participant has joined the course within 15 minutes, the course will be cancelled without refund.

15.4. Clubs (Italian Cinema Club, Italian Book Club, Creative Expression Club)

For cinema, reading and creative expression workshops, if a participant arrives late, he/she may join the workshop in progress without extending the duration of the session. If a participant arrives more than 15 minutes after the start of the workshop, he/she will be admitted only if the nature of the activity permits, but no extension or compensation will be granted. No reimbursement will be made for parts of the workshop missed due to lateness.

Article 16: Intellectual property

All content provided during the courses, including but not limited to materials, videos and texts, is the intellectual property of Daniela Rosa Casillo, with the exception of the Italian-language books used, which are the property of their respective authors and publishers. Unauthorized use, distribution or reproduction of Dani Italian content is strictly prohibited. Students are authorized to use these contents for personal educational purposes only and may not share or distribute them without prior written consent.

Article 17: Modification of terms and conditions

Daniela Rosa Casillo reserves the right to modify these General Terms and Conditions (GTC) at any time. Any modification will be communicated to customers by e-mail or via our website. Continued use of our services after such modifications constitutes acceptance of the new conditions.

Article 18: Limitation of liability

To the fullest extent permitted by applicable law, Daniela Rosa Casillo shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of or in connection with your use of our services, including but not limited to lost data, lost profits or business interruption. Our liability for any claim relating to the services provided is limited to the amount paid by you for the services. We do not guarantee uninterrupted access to our services and are not responsible

for delays, failures or other problems resulting from circumstances beyond our control, such as Internet interruptions, force majeure events or technical malfunctions.

Article 19: Data protection and privacy

We are committed to protecting your personal data in accordance with the General Data Protection Regulation (GDPR) and other applicable data protection laws. Personal information collected during registration and use of our services will be used solely for the purpose of providing and improving our services. This data includes, but is not limited to, your name, contact details and payment details. We do not share your personal data with third parties without your explicit consent, except as required by law or as necessary to fulfill our services (for example, processing payments via secure platforms). You have the right to access, correct or delete your personal data at any time. For any requests or questions relating to your data, please contact us at the following address: daniela@danitalian.com. We use industry-standard security measures to protect your data from unauthorized access, alteration or disclosure.

Article 20: No warranty

We provide the resources necessary for our users to excel in learning the Italian language, but we cannot guarantee individual success. The results obtained by previous customers do not guarantee that you will obtain similar results. Learning a language is a difficult process, and your success or failure will depend on your own efforts, your particular circumstances, and other circumstances beyond our control or knowledge.

Article 21: User conduct

21.1 Respect for others

When using our services and participating in our courses, we expect you to conduct yourself in a way that ensures a positive learning environment for all our users. You agree to treat instructors, guests and other participants with courtesy and respect. You will not upload, post, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar or otherwise objectionable.

21.2 Communications

You agree to participate in class discussions in a constructive and meaningful manner, and to avoid spamming, sharing irrelevant content or engaging in excessive self-promotion. If you wish to provide feedback, you must do so in a respectful and constructive manner, avoiding profane, offensive or harmful language.

21.3 Compliance with laws and regulations

You agree not to transmit any illegal, harmful or fraudulent content. You will not impersonate any person or entity or falsify your affiliation with a person or entity.

21.4. Intellectual property and plagiarism

You agree not to upload or share copyrighted material without prior permission and not to submit the work of others as your own.

21.5. Confidentiality and privacy

You agree to respect the privacy and confidentiality of other users. You must not record, screenshot or share course content without permission.

21.6. Technical and network use

You agree not to interfere with our services or the networks connected to our services, in particular by introducing malicious software, viruses or other harmful code. You will not attempt to gain unauthorized access to our data or systems.

Article 22: Webcam and Internet connection

Students are required to have their webcams switched on during all sessions and must ensure a stable Internet connection. If a student experiences recurring problems with his/her webcam or Internet connection, defined as more than two interruptions in a calendar month, Daniela Rosa Casillo reserves the right to cancel the remaining courses. In this case, the student will be reimbursed for unused lessons. Sessions missed due to these technical problems will not be rescheduled or refunded, unless the course is canceled by Daniela Rosa Casillo.