

Terms and Conditions of Sale (T&C) – Dani Italian

Welcome to Dani Italian. By using our services, you accept these Terms and Conditions of Sale (T&C). These conditions aim to define the terms of sale for online Italian courses offered by Daniela Rosa Casillo on the website www.danitalian.com.

Definitions

The following terms have, in these T&C, the meaning given to them below:

Client/Participant: Any individual who has subscribed to the monthly subscription of the Italian Cinema Club.

Instructor: Daniela Rosa Casillo, provider of the Italian Cinema Club workshops.

Workshop: Online training session of the Italian Cinema Club, whether it be the main film discussion meeting or the additional cultural meeting.

Monthly pack: Set of Italian Cinema Club services including two workshops, two exercises/challenges, complementary resources, and access to the Signal group for a given month.

Signal Group: Private discussion group created on the Signal application, dedicated to exchanges between participants around the film of the month.

Individual bonus course: One-hour private lesson reserved exclusively for club members, in addition to the monthly pack.

Site: The website www.danitalian.com.

Services: All services offered within the Italian Cinema Club.

T&C: These Terms and Conditions of Sale.

Article 1: Essential characteristics of services

Dani Italian offers online Italian courses taught by Daniela Rosa Casillo. The services offered are:

1.1. Italian Cinema Club

These workshops focus on the analysis and discussion of Italian films. The service is divided into two distinct groups, each composed of a maximum of 6 participants, to guarantee a personalized, dynamic, and friendly experience. Group 1 meets on the first and third Wednesday of the month at 11:00 AM CET, while Group 2 meets on the first and third Sunday of the month at 6:00 PM CET. Participants can choose their group based on remaining availability.

Each month, participants benefit from:

- Two meetings:

- A main 1.5-hour meeting dedicated to in-depth discussion of the film
- An additional meeting to explore a cultural subject related to the film of the month
- Two monthly exercises/challenges to practice vocabulary and ideas addressed
- A set of complementary resources to deepen the language, film themes, and explore Italian culture
- Access to a private Signal group dedicated to the film of the month, allowing exchanges, sharing, and support between participants throughout the month

This service is sold as an all-inclusive monthly pack, non-divisible.

As a bonus, the client can also book a one-hour individual course in addition to the club subscription, to work in a personalized way on themes or linguistic difficulties encountered in the context of the film of the month. This course is reserved for club members.

1.2. Individual bonus course

The individual bonus course is an optional complementary service reserved exclusively for active members of the Italian Cinema Club. This personalized one-hour session allows deepening of themes addressed in the film of the month or working on specific linguistic difficulties identified during collective workshops.

Terms of the individual bonus course:

- **Programming:** After payment of the individual bonus course, the participant will receive an email to express their date and time preferences. Final scheduling is done by mutual agreement between the participant and the instructor, based on everyone's availability

- **Booking deadline:** The request must be made at least 48 hours before the desired date

Duration: The course lasts exactly 60 minutes

- **Content:** Personalized according to the participant's needs in relation to the film and themes of the month

- **Technical support:** Same requirements as for workshops (webcam and stable Internet connection)

- **Pricing:** The rate is communicated separately and is added to the monthly pack price

Article 2: Service prices

The rates for the Italian Cinema Club monthly pack and individual bonus course are indicated in euros (€) and displayed on the website www.danitalian.com. The price is firm and final at the time of order and includes all applicable taxes, except for clients residing in the United States, where local taxes may be added depending on the jurisdiction concerned.

Article 3: Payment and execution terms

3.1. Payment

Payments are made via the secure Stripe platform. The link to the payment platform is communicated by email or directly accessible on the website www.danitalian.com. Full payment is required before the beginning of the month concerned.

3.2. Contract execution

Courses are scheduled according to the established schedule for the Italian Cinema Club after confirmation of order and payment.

3.3. Claims

For any claim, you can contact us at the following address: daniela@danitalian.com. We undertake to respond within 48 hours.

Article 4: Service delivery time

Courses will be provided according to the established schedule for the Italian Cinema Club (first and third Wednesday at 11:00 AM CET for Group 1, first and third Sunday at 6:00 PM CET for Group 2). In case of unforeseen circumstances, a postponement may be agreed upon by mutual agreement according to Article 12 of this document.

Article 5: Contact information

- **Name:** Daniela Rosa Casillo
- **Email:** daniela@danitalian.com
- **Phone:** +33745154696

Article 6: Consumer mediation recourse

In case of dispute, the client has the possibility to resort to a consumer mediator free of charge, in accordance with articles L611-1 and following of the Consumer Code.

Article 7: Status and legal form

- **Status:** Self-employed entrepreneur
- **SIRET:** 979 121 027 00028

Article 8: Intra-community VAT

Not applicable.

Article 9: Applicable law and competent court

These T&C are governed by French law. In case of dispute, the competent courts will be those of Toulouse jurisdiction.

Article 10: Warranties and after-sales service

10.1. Legal conformity guarantee

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

10.2. After-sales service

Support is available for any question or problem encountered, via email at daniela@danitalian.com.

Article 11: Right of withdrawal

- The client has 14 days to withdraw after conclusion of the contract
- To exercise this right, a withdrawal form can be sent by email to daniela@danitalian.com
- If the client wishes to start courses before the end of this period, they must expressly waive their right of withdrawal. In this case, any course taken and completed will be due and must be paid, even in case of withdrawal
- In case of withdrawal, we undertake to refund the total amount paid within 14 days

Withdrawal Form

To the attention of Daniela Rosa Casillo - Dani Italian

I hereby notify you of my withdrawal from the contract relating to the following service provision:

Client name: _____ Client email address: _____ Order date:

_____ Client signature (only in case of notification of this form on paper):

_____ Date: _____

Article 12: Workshop cancellation and date change

- Only the instructor has the right to change the date of an already established workshop if this is done more than 24 hours before the start of the workshop
- No cancellation or date change is possible on the part of participants. If a participant cannot attend a scheduled workshop, no refund or reduction will be granted on the initial price
- In case of instructor's leave, workshops may be suspended or postponed to a later date. Postponements due to leave must be announced at least one week before the scheduled workshop date

Article 13: Force majeure

The instructor's responsibility cannot be engaged in case of non-execution or delay in execution of their obligations due to force majeure. Force majeure means any external, unforeseeable event within the meaning of article 1148 of the Civil Code, such as floods, fires, interruptions in energy or Internet supply, as well as total or partial strikes of any nature hindering the proper functioning of the company. In case of force majeure, the obligations of both parties are suspended for a period of thirty days.

Article 14: Exclusion from right of withdrawal

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

Article 15: Late policy

For the Italian Cinema Club, if a participant arrives late, they may join the ongoing workshop without extension of the session duration. If a participant arrives more than 15 minutes after the start of the workshop, they will be admitted only if the nature of the activity allows it, but no extension or compensation will be granted. No refund will be made for parts of the workshop missed due to lateness.

Article 16: Intellectual property

All content provided during workshops, including but not limited to materials, videos, and texts, are the intellectual property of Daniela Rosa Casillo, except for Italian films used, which are the property of their respective authors and distributors. Unauthorized use, distribution, or reproduction of Dani Italian content is strictly prohibited. Participants are authorized to use this content only for personal educational purposes and cannot share or distribute it without prior written consent.

Article 17: Modification of terms and conditions

Daniela Rosa Casillo reserves the right to modify these Terms and Conditions of Sale (T&C) at any time. Any modification will be communicated to clients by email 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 cannot be held responsible for any direct, indirect, incidental, special, or consequential damages arising from or related to your use of our services, including but not limited to loss of data, profits, or business interruption. Our liability for any claim relating to services provided is limited to the amount you paid 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 only for the purpose of providing and improving our services. This data includes, but is not limited to, your name, contact details, and payment information. We do not share your personal data with third parties without your explicit consent, unless required by law or necessary to fulfill our services (for example, payment processing via secure platforms). You have the right to access, correct, or delete your personal data at any time. For any request or question related to your data, please contact us at: daniela@danitalian.com. We use security measures compliant with industry standards to protect your data against unauthorized access, alteration, or disclosure.

Article 20: No warranty

We provide the necessary resources for our users to excel in learning the Italian language, but we cannot guarantee individual success. Results obtained by previous clients 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 situation, as well as other circumstances beyond our control or knowledge.

Article 21: User conduct

21.1. Respect for others

When using our services and participating in our workshops, we expect conduct from you that ensures a positive learning environment for all our users. You commit to treating instructors, guests, and other participants with courtesy and respect. You will refrain from downloading, posting, transmitting, or making available any illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, or otherwise objectionable content.

21.2. Communications

You commit to participating in class discussions in a constructive and meaningful way, and to avoid spamming, sharing irrelevant content, or engaging in excessive self-promotion. If you wish to provide feedback, you must do so respectfully and constructively, avoiding any profane, offensive, or harmful language.

21.3. Compliance with laws and regulations

You commit to not transmitting illegal, harmful, or fraudulent content. You will not impersonate another person or entity and will not falsify your affiliation with a person or entity.

21.4. Intellectual property and plagiarism

You commit to not downloading or sharing copyrighted material without prior authorization and to not submitting others' work as your own.

21.5. Confidentiality and privacy respect

You commit to respecting the privacy and confidentiality of other users. You must not record, take screenshots, or share workshop content without permission.

21.6. Technical and network use

You commit to not interfering with our services or networks connected to our services, including 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

Participants are required to have their webcam on during all sessions and must ensure a stable Internet connection. If a participant encounters recurring problems with their webcam or Internet connection, defined as more than two interruptions during a calendar month, Daniela Rosa Casillo reserves the right to cancel participation in the remaining workshops of the month. In this case, the participant will be refunded pro rata for unused workshops. Sessions missed due to these technical problems will neither be rescheduled nor refunded, unless the workshop is cancelled by Daniela Rosa Casillo.