

GENERAL TERMS AND CONDITIONS OF BUSINESS (GTCB
OF GESELLSCHAFT FÜR AKADEMISCHE STUDIENVORBEREITUNG UND
TESTENTWICKLUNG E.V. (g.a.s.t.) (ASSOCIATION FOR ACADEMIC STUDY
PREPARATION AND TEST DEVELOPMENT)

1. General information

- 1.1. g.a.s.t. is an association for the promotion of academic studies of qualified foreign study applicants and scientists. g.a.s.t. develops and implements scholastic aptitude and performance assessment tests in the field of higher education, conducts subject-specific aptitude and selection tests, prepares prospective students for these tests and university studies in Germany in terms of language, subjects and propaedeutics, using training programs including Internet-based learning; it provides consulting and information services, further education and advanced training options as well as quality assurance and quality development in the field of examinations and tests relating to the tasks described above. g.a.s.t. provides these services itself or through institutions maintained or supported by it.
- 1.2. The content and the additional terms and conditions applicable to the respective services are governed by the SPECIAL TERMS AND CONDITIONS which are attached to the GENERAL TERMS AND CONDITIONS of BUSINESS in printable and downloadable form.
- 1.3. The test taker hereby accepts the General Terms and Conditions of Business and the Special Terms and Conditions applicable at the time the order was placed. Any deviating terms and conditions of business shall not be accepted on principle.

2. Registration

- 2.1. The candidate's registration shall be binding. Registrations can be made online or with a DUO course provider. The Agreement shall enter into force upon a written order confirmation being issued by g.a.s.t. and payment being made by the test taker. As a rule, the order shall be confirmed by e-mail and/or may be printed out by the test takers themselves. Subsequent amendments to the registration shall be excluded unless mutually agreed by the parties.
- 2.2. Participation shall be subject to a fee due and payable upon registration unless otherwise stipulated in the Special Terms and Conditions.
- 2.3. In the event of g.a.s.t. providing the service through distance learning, the fee shall be paid in instalments for a period of no more than three months in each case.

3. NOTICE OF REVOCATION

3.1 RIGHT OF REVOCATION

CANDIDATES MAY REVOKE THEIR ACCEPTANCE OF THE AGREEMENT WITHIN TWO WEEKS IN TEXT FORM (E.G. LETTER, FAX, E-MAIL) WITHOUT HAVING TO STATE ANY REASONS. THE PERIOD SHALL COMMENCE UPON RECEIPT OF THIS INSTRUCTION IN TEXT FORM, BUT NOT BEFORE THE CANDIDATE HAS BEEN PROVIDED WITH A CONTRACTUAL DOCUMENT, HIS OR HER WRITTEN APPLICATION OR COPIES OF THE RESPECTIVE RECORDS. TIMELY DISPATCH OF THE NOTICE OF REVOCATION SHALL BE SUFFICIENT TO CONSTITUTE OBSERVANCE OF THE PERIOD OF REVOCATION. THE NOTICE OF REVOCATION SHALL BE ADDRESSED TO:

GESELLSCHAFT FÜR AKADEMISCHE STUDIENVORBEREITUNG
UND TESTENTWICKLUNG E. V.
C/O TESTDAF INSTITUTE
MASSENBERGSTR. 13 B
44787 BOCHUM
TELEFAX 0234 32 14988
KONTAKT@TESTDAF.DE

3.2 CONSEQUENCES OF REVOCATION

IN THE EVENT OF AN EFFECTIVE REVOCATION, THE SERVICES RECEIVED BY BOTH PARTIES SHALL BE RETURNED AND ANY BENEFITS DERIVED THEREFROM (E. G. INTEREST) SHALL BE REFUNDED. IF THE SERVICE RECEIVED CANNOT BE RETURNED WHOLLY OR IN PART OR ONLY IN AN IMPAIRED CONDITION, THE CANDIDATE MAY BE LIABLE TO PAY COMPENSATION FOR ANY LOSS IN VALUE THEREOF. THIS SHALL NOT APPLY IF THE IMPAIRMENT OF THE GOODS PROVIDED IS SOLELY ATTRIBUTABLE TO THE EXAMINATION THEREOF, SUCH AS THE CANDIDATE WOULD HAVE BEEN ABLE TO CONDUCT IN A STORE, FOR INSTANCE. FURTHERMORE, THE CANDIDATE CAN AVOID SUCH LIABILITY FOR COMPENSATION FOR ANY IMPAIRMENT CAUSED BY THE INTENDED USE OF THE PRODUCT BY NOT USING THE PRODUCT AS IF IT WAS HIS OR HER PROPERTY NOR TAKE ANY ACTION THAT COULD IMPAIR THE VALUE THEREOF. GOODS CAPABLE OF BEING SENT BY PARCEL SHALL BE RETURNED AT THE EXPENSE OF G.A.S.T. GOODS THAT CANNOT BE DISPATCHED BY PARCEL SHALL BE COLLECTED FROM THE CANDIDATE. OBLIGATIONS TO REFUND PAYMENTS MUST BE MET WITHIN 30 DAYS. THE PERIOD FOR REFUNDING PAYMENTS SHALL COMMENCE WITH THE DISPATCH OF THE NOTICE OF REVOCATION FOR THE CANDIDATE AND WITH RECEIPT THEREOF BY G.A.S.T., RESPECTIVELY.

4. Execution of services

- 4.1 g.a.s.t. undertakes to execute the contractually agreed services in accordance with the generally recognised rules and regulations of science.
- 4.2. The test taker hereby agrees that the services shall be executed by institutions either commissioned or supported by g.a.s.t.
- 4.3 The test taker is responsible for ensuring that g.a.s.t. receives all documentation and information required for the execution of the services in due time.

5. Payment

- 5.1 Fee payments shall be effected either by credit card or direct debit. A precondition for direct debit payments is an account with a German bank or savings bank. Notwithstanding the above, g.a.s.t. may enable payments to be made directly at the test centres.
- 5.2 All bookings shall be processed without delay. All queries relating to bookings, payments, transactions shall be processed within two working days. The financial transactions shall be conducted via Heidelberger Payment GmbH, Vangerowstraße 17, 69115 Heidelberg, Germany. Transactions are encrypted according to the latest SSL-128-bit encryption standards. The candidate's credit card will be debited immediately after the booking. Test takers are advised to print out and retain all booking-related transaction data along with the General Terms and Conditions of Business.

6. Cancellation

g.a.s.t. reserves the right to cancel any examinations/seminars/courses in the event of the absence of examiners, lecturers or if there is an insufficient number of test takers. In such cases, g.a.s.t. shall make every effort to notify the test taker of any such cancellations or necessary changes in the program or test centre location as early as possible. In the event that a test or seminar needs to be cancelled, the fee paid by the test taker shall be refunded as soon as possible.

7. Warranty and liability

- 7.1 g.a.s.t. shall not be liable for any failure in performance due to force majeure or for any other reasons beyond its control.
- 7.2 The warranty of g.a.s.t. shall initially be limited to remedying any deficiencies within an appropriate period of time. If remedying the deficiencies fails, i.e. becomes impossible or unacceptable to the test taker or is unjustifiably refused or unduly delayed by g.a.s.t., the test taker shall have the option to demand a reduction in fees or cancellation of the agreement.
- 7.3 With the exception of claims based on intent, gross negligence, bodily harm or liability pursuant to product liability legislation and breach of material contractual obligations, any compensation claims asserted by the test taker for indirect or direct loss or damage for whatever legal reason shall be excluded. This shall also apply to the personal liability of the employees of g.a.s.t. and the vicarious agents commissioned by the latter.

8. Duration and termination of the Agreement

- 8.1 The contractual relationship shall commence once g.a.s.t. has confirmed the registration.
- 8.2 The contractual relationship shall end once the respective service has been performed by g.a.s.t. without notice of termination by the parties hereto being required. Early termination is possible only prior to the respective closing date for registration and is otherwise excluded. If the candidate is unable to utilise any service, either wholly or in part, for personal reasons (e.g. illness, official or personal obligations), he or she shall not be entitled to any refund of the participation fee or performance of services at some other time.
- 8.3 The right to terminate the Agreement for good cause shall remain unaffected by the above.

9. Confidentiality, copyright, data protection

- 9.1 All working documents handed out to test takers or information provided to them are protected by copyright. Such documents and information may not be reproduced in any form, not even for teaching purposes, in particular processed by means of electronic systems, duplicated, distributed, used for publication, disclosed to third parties or the public by any test taker without the written consent of g.a.s.t. Disclosing, making public or accessible to third parties any test item or test material handed out during the exam as well as publishing them in social networks, on internet forums, websites or similar media is forbidden.
- 9.2 g.a.s.t. and/or the institutions commissioned shall process and utilise the candidate's personal data solely for their own purposes, including statistical purposes. To this end, g.a.s.t. deploys automatic data processing systems (ADP). In compliance with the data protection requirements of the Federal Data Protection Act, g.a.s.t. implemented technical and organisational measures to ensure the security of data inventories and data processing procedures. The staff members involved in the processing of data are bound and instructed to strictly observe the provisions of the Data Protection Act.

10. Storage

- 10.1 Documents include, in particular, certificates, papers, pictures, maps, plans, designs, in paper and electronic form, films and records as well as data stored on computer-based data storage media, including the relevant documentation.
- 10.2 The storage period is defined as the period (in years), in which the documents shall be retained for future reprocessing. The storage period shall commence at the end of the calendar year in which processing was completed and end at the end of a calendar year.
- 10.3 To the extent that legal and administrative provisions prescribe specific storage periods, these shall be decisive. In the absence of any provisions to the contrary, a storage period of two years shall apply.

11. Right of inspection

- 11.1 With regard to examinations and tests, the test taker shall be granted the right to inspect his or her test papers within one year after termination of the Agreement upon request. The request shall be submitted to g.a.s.t. no later than four weeks after the results have been made accessible in the Candidate Portal or after the notification of the test results.
- 11.2 The inspection shall be carried out exclusively at the premises of g.a.s.t. or the TestDaF Institute. The inspection shall be supervised by g.a.s.t. As a rule, the inspection time shall not exceed 30 minutes. No information may be recorded or removed from the premises. The use of any electronic devices during the inspection is not permitted. For the inspection a fee will be charged according to section 7 of the Special Terms and Conditions ("After the examination").

12. Applicable law

The Agreement and all legal relationships are subject exclusively to the laws of the Federal Republic of Germany.

13. Final provisions

In the event that any specific provision of these General Terms and Conditions of Business or the Special Terms and Conditions should be invalid, this shall not affect the validity of the remaining provisions and/or parts thereof. The Parties shall replace the invalid provision by such valid provision that comes as close as possible to the purpose of the invalid provision.

SPECIAL TERMS AND CONDITIONS RELATING TO THE TEST FÜR AUSLÄNDISCHE STUDIERENDE / TEST FOR ACADEMIC STUDIES – TESTAS

Please read these Terms and Conditions carefully. They contain the conditions of participation and important instructions and rules for TestAS.

1. Scope of application

The following terms and conditions shall apply to the Test für Ausländische Studierende / Test for Academic Studies – TestAS.

2. Inclusion of documents

The following documents apply to the administration of TestAS. They can be printed out along with this document:

- Rules for TestAS Candidates

3. Registration

TestAS participation shall be subject to a fee. Test fees shall, as a rule, be paid online (cf. point 5 of the General Terms and Conditions of Business); in special cases, the fee may be paid at the test centre. If fees are to be paid at the test centre, please enquire about the mode of payment prior to registration.

In 2012, the TestAS is offered free of charge for candidates, according to the decision of the Executive Board of g.a.s.t..

When registering online, your data is saved to determine the test results and to create the TestAS certificate. By registering for the test you agree that TestDaF Institute may use your data and test results in anonymous form for research purposes.

Each test date is subject to a registration deadline. All test dates and registration deadlines are announced on the www.testas.de website. Except as otherwise indicated on the www.testas.de website, the final closing date for registration shall be approximately 5 weeks prior to the test date. You may change your details at the TestAS Candidate Portal at any time until expiry of the registration deadline. No changes shall be permitted after the closing date of registration.

If you need to specify your name in a transcription, please use the official transcription rules applicable to your country. Please use the same spelling of your name as shown on your passport to avoid any confusion when the certificate is presented later on.

If you have an officially recognised disability, you should contact the test centre as early as possible before the test (2 months), but in any event prior to expiry of the registration deadline. Please inform the test administrators so that special arrangements can be made to facilitate your participation in TestAS.

4. Cancellation

A cancellation is possible only until the expiry of the registration deadline. Cancellation can only be made by written notice sent to the TestDaF Institute in Bochum (kontakt@testdaf.de). The TestDaF Institute shall then notify the test centre selected by you of your cancellation.

If you paid your examination fee online (either by credit card or direct debiting), the amount less an administration fee of up to 15% shall be credited to your account.

If you paid the examination fee at the test centre, the latter shall refund the amount paid. Please note that the TestDaF Institute first needs to notify the test centre of your cancellation. Only then can the examination fee be refunded to you. The test centre shall be free to charge a corresponding administration fee of up to 15%.

If you submit your cancellation request after the expiry of the registration deadline, fail to attend the examination or abandon the examination, the examination fee shall not be refunded. You will not receive a TestAS certificate.

5. Admission to examination

After the closing date of registration, you will be notified by e-mail that you can download and print out the document "Admission to Examination" in your personal TestAS Candidate Portal.

You must then check whether the personal information contained in the admission document is correct. Name and date of birth will later be shown on your TestAS certificate. In case of incorrect data you can inform us about your changes via the Candidate Portal.

The admission document contains important rules for the examination day. By signing this document you accept these rules. You are required to submit the rules, duly signed, along with the document "Admission to Examination" to the test centre on the examination day.

6. Rules for the day of examination

Before and during the examination identity checks will be conducted. On the day of exam, you have to present the admission letter as well as a valid identity card or passport. The ID presented has to accord with the document used when registering online. Without a valid identity card or passport you cannot be admitted to the test.

During the exam, the invigilators can collect your ID or passport once again in order to carry out a further identity check. If doubts about your identity persist, you have to prove your identity within one week after the test. You will receive a TestAS certificate only if your identity has been proven free of doubt.

In case you arrive at the test venue after the test material has been handed out you can no longer be admitted to the test.

You are not allowed to leave the test location during the exam, nor is it allowed to visit a cafeteria or refectory in the breaks. You have to bring along all food and beverages you need during the test. If you want to smoke, an invigilator needs to accompany you outside.

After you have been seated you are no longer allowed to leave the room. The toilets can only be visited during the breaks. Otherwise, leaving the room can only be permitted exceptionally and in company of an invigilator. The final decision is up to the supervisor. Time lost in this way cannot be made up for.

You are not allowed to carry mobile phones, pagers, CD players, MP3 players or other electronic devices with you. In case a separate room is available for storing personal belongings, you have to leave your bags there. If there is no separate room, all personal belongings have to be stored in a corner of the room where the test is taking place.

Mobile phones, pagers and all other electronic equipment stored have to be switched off during the test. In case your mobile phone is ringing during the test, you shall be debarred from the exam. Should you try to use a mobile phone during the test or the breaks you shall also be debarred from the exam.

During the breaks, you are only allowed to take food, beverages or toiletries out of your bags. It is not allowed to use a mobile phone or to consult notations and reference books.

During the test, only the passports/IDs, the admission letter and ballpoint pens, highlighters or the like as well as food and beverages in an appropriate amount may lie on your table.

You are not allowed to take notes of the test content that you take with you after the test. All test documents and note paper have to be returned after the end of each subtest. You are only allowed to leave the room after all test material has been collected.

You have to mark the answers on the answer sheet within the time destined. Only the markings on the answer sheet will be evaluated. Notes made on the concept paper will not be regarded. In case you hand back an empty answer sheet for one subtest, the whole test is considered as abandoned. The test will not be evaluated; you will not receive a TestAS certificate.

As soon as the supervisor announces the end of a part of the test, you have to stop writing. In case you continue to write, you can be debarred from the exam. The decision is up to the supervisor.

If you disturb the exam, use forbidden resources, or cheat by copying from someone, you will be given a verbal warning first. In case you do not follow the supervisor's instructions or if there is evidence that you have used forbidden resources for working on the subtests, you will be debarred from the exam. You will not receive a TestAS certificate.

After the breaks you have to arrive in due time (the test centre will set the exact time) for the next subtest. After the breaks or after the room has been changed, identity checks will be conducted again. If you have done the Core Test but, for the subject specific module, arrive after the test material has been handed out, you will not be admitted to this part of the test and so will not receive a TestAS certificate.

7. After the examination

If you feel that you have been treated unfairly during the examination or are not satisfied with the test centre, you may lodge a written complaint with the examination board of the TestDaF Institute within five working days after the examination.

As a rule, your TestAS Certificate can be downloaded and printed out online in the TestAS Candidate Portal four weeks after the examination. The TestAS certificate is valid without limitation. If you failed to attend part of the examination, the latter is deemed to have been aborted. In this case, no TestAS certificate shall be issued. The TestDaF Institute and the test centre shall not disclose your test results prior to making the certificate available. As soon as the results are available, you will be notified thereof in your Candidate Portal.

If you disagree with the examination results, you may lodge an appeal within four weeks of announcement of the examination results (entry of data in the Candidate Portal). Such appeal shall be submitted in writing to the examination board of the TestDaF Institute. The date of receipt by the TestDaF Institute shall apply. A review of the results is subject to a charge. The fee for handling the request including the review of one part of the test (either the Core Test or the Subject-Specific Module) is 30.00 €. Reviewing the entire test (Core Test and Subject-Specific Module) costs 60.00 €. In all cases in which the appeal to the examination board results in the correction of the certificate, the fee paid for the review of the results will be reimbursed. The examination board's decision will be sent by e-mail.

The fee for inspecting the test papers will be charged in the same manner (cf. article 11 of the GTCB).

If irregularities in obtaining the results are discovered after the examination, the examination board of the TestDaF Institute may revoke your TestAS certificate. In such cases, the German universities shall be notified of the invalidity of the certificate and the attempt of deception.

8. Violations of the SPECIAL TERMS AND CONDITIONS

Violations of the SPECIAL TERMS AND CONDITIONS (e.g. forged identity documents, use of handheld scanners or attempted removal of examination documents from the premises) shall entitle the TestDaF Institute to debar you from the examination. In such a case, the TestDaF Institute has the right to deny you admission and any further participation in TestAS. The decision in this regard shall be made by the examination board of the TestDaF Institute in Bochum. The examination fee shall not be refunded.

9. Disclaimer

The TestDaF Institute shall not assume responsibility for any disruptions of the test procedure caused by circumstances beyond its control. In the event of such events causing any disruption, delay or cancellation of the examination or evaluation of the examination, every attempt will be made to resume normal test operations as soon as possible. The responsibility of the TestDaF Institute is limited to refunding the examination fee or – in justifiable cases – offering to repeat the test at a later date.