

# **REGISTRATION FORM**

STUDENT					
First and last name					
Birthday					
Email address					
Mobile phone					
First and last name of parent (or guardian of under 18 years student)					
Email address					
Mobile phone					
Street / Number					
ZIP / City					
PROGRAM (instrument, class, course etc.)					
KARA JOHNSTAD					
Private Sessions	☐ 45 min/2 x per month	☐ 45 min/4 x per month			
10 PACK Private Sessions	□ 10 x 45 min	□ Other			
Group Classes					
Membership	□ TRIAL	□ BASIC	□ FLEXI		
Group Classes					
Private Lessons	□ 30 min/Week	□ 45 min/Week	□ 60 min/Week		
10 PACK Group Classes (for adults)					
10 PACK Private Lessons (for adults)	□ 30 min	□ 45 min	□ 60 min		
The submitted application form must be end of Section A (Terms) and at the en		ent (or parent, if under 18 y	years of age) at the		
Office Use Only: Client ID	Monthly Tuition:	Instructor:			
First Lesson Date:	Regular Lesson Day:				
THIST LESSON Date.	negulai Lessoli Day.	Lesson Time:			
Acceptance to School Of Voice / Date:	Signature/School Of Voice:				



## A. General Terms and Conditions

## 1. Applicability

These General Terms and Conditions describe the contractual relationship between the Kara Johnstad School Of Voice, represented by the sole proprietor Kara Johnstad (hereinafter called "Music School") and the Participant (hereinafter called "Student") or his legal representative (parent).

## 2. Registration

Registration is ongoing throughout the year, subject to space being available. Students declare their intention to enter into a binding contractual relationship with the purchase of a single-visit pass, monthly plan or prepaid multi-visits pass through School Of Voice's online registration system, an e-mail or their signature on the registration form. The contract for enrollment in the program specified in the application shall be formed only if School Of Voice confirms the student's registration in writing by mail or email.

## 3. Teaching Location / Office

Our teaching locations are located at (1) Herbergerweg 14, 14167 Berlin-Zehlendorf and (2) Pasewaldtstr. 16, 14169 Berlin-Zehlendorf, where you also find our office. If necessary, another teaching location can be announced at short notice..

#### 4. Trial Lesson

Give us a try with a discounted first lesson. This is a good opportunity to find the best music school for yourself or your child, ask questions and see if the teacher and student are a good match. We offer a discounted trial lesson for most of our programs, but not for all: i.e. all services personally rendered by Kara Johnstad, open group classes and those offered by external third-party service providers are excluded from this.

### 5. Contractual Period and Termination

### a. MONTHLY PLANS

### i.BASIC

The teaching agreement based on the "BASIC" plan is entered into for an indefinite period of time. The teaching agreement can be canceled twice a year, with a 30-day cancellation notice at the end of February and August 31st.

### ii.FLEXI

The teaching agreement based on the "FLEXI" plan is entered into for a period of one month. The teaching agreement automatically renews at the end of a one-month term if not canceled with a 30-day cancellation period to the end of the month.

### iii.KARA JOHNSTAD

The teaching agreement based on the "KARA JOHNSTAD" plan, is entered into for a period of three months. The teaching agreement automatically renews at the end of a three-month term if not canceled with a 30-day cancellation period to the end of the term.

#### b. PREPAID MULTI-VISITS PASSES

Prepaid passes (i.e. 10 Pack: Private Lessons) are punch cards with a specified number of visits that students can use anytime. Unused visits expire 36 months after the date of purchase.

### c. PREPAID PLANS, COURSES OR SHORT-TERM EVENTS

The teaching agreement is entered into for a specified number of months or visits as individually defined for each prepaid plan, course or short-term event. The teaching agreement ends after the last scheduled event date.



All cancellation requests must be submitted in writing, such as via email to office@schoolofvoice.berlin. Verbal cancellations (deregistrations) and other verbal declarations of intent by and to teachers have no legal effect. The tuition fees will be charged until the set termination date even if the participant no longer attends the offered lessons.

#### 6. Teaching Time

The duration of a teaching unit is as long as it is defined in the teaching agreement.

For students subscribed to the BASIC group plan or FLEXI plan for group classes, there are no regular lessons and classes on Berlin school holidays (including bridge days) and public holidays. This fact is already included in the monthly contributions; the obligation to pay remains during the free period. This means that lessons are generally given in 36 weekly lessons per calendar year.

For students subscribed to the FLEXI plan for private lessons, teaching is ongoing throughout the year, except for public holidays.

Optionally, students can complement their current plan by buying additional single or multi-visits passes or by upgrading their monthly plan.

### 7. Makeup Policy for Individual Lessons

The School Of Voice does not require a teacher to make up any lesson canceled by students with the exception of a flexible single-visit lesson and flexible lessons deducted from a valid multi-visits lesson pass for adults (i.e. 10 Pack: Private Lessons), whereby in this case the latter shall be eligible for make-ups if canceled with more than 48 hours' notice prior to the scheduled lesson time at our sole discretion. No-shows and same-day cancellations are not eligible for make-ups. Payments MUST be made for all missed lessons. There is NO refund for classes missed due to student absence. Please note that you are paying for date and time specific appointments, NOT a guaranteed number of lessons/classes.

In the event that a lesson/class must be missed it is requested that we are notified as soon as possible, preferably by cancelling your lesson/class in your online account, or by email or phone, so the teacher can plan accordingly.

School Of Voice does not freeze any membership plans, except in extreme cases. If a student has missed 3 weeks of class due to serious illness, please inform our office immediately and present a medical certificate.

All missed lessons due to the teacher's absence, if a substitute teacher is not available, will be made up. In the case that a student declines two make-up lesson times suggested by the teacher, no prorated refund for the remaining lessons will be given.

### 8. Tuition

The current tuition table (price list) shall be valid and integral part of the teaching agreement. The tuition fee for the "BASIC" plan fixed-term contract is an annual fee paid in 12 monthly installments.

Changes in the tuition table shall be promptly communicated to the participant. Participant is then requested to agree to the new tuition table within one-month time. If the participant declines his consent, both parties shall reserve the right to cancel the contract without notice on substantial grounds.

Purchase is required to enroll in short term events like drop-in classes, workshops, seminars or concerts, and prepaid courses. Unless otherwise agreed, the agreed tuition or event fee is to be paid in advance and shall be due on the day of the event at the latest. Fees for commenced events, courses or course parts are to be paid in full. In case no written cancellation will be received at the latest 7 days before scheduled event, the full event fee will be charged.

#### 9. Terms of Payment

Tuition, and fees and other service charges are payable in full immediately upon enrollment via money transfer to the account of

Beneficiary: Kara Johnstad

Deutsche Bank: IBAN: DE82100701240012935300

BIC/SWIFT: **DEUTDEDB101** 

Stated purpose: Name of the student, and program description



Monthly tuition payments are due on the first day of each month in advance. Single payments can be made online within the music school's online registration system via PayPal.

School Of Voice is entitled to charge Euro 5.00 for any reminder in case of default in payment. In the case of a returned debit, School Of Voice will charge a processing fee in the amount of Euro 9.50.

#### **10. Privacy Policy**

The School Of Voice Privacy Statement must be separately approved by the Participant by means of their electronic signature during the creation of their Online Account or by signing it on the School of Voice Data Protection Agreement form. The full text of the privacy policy is published on our website: www.schoolofvoice.berlin/privacy-policy/ in both the online HTML format and as a PDF document.

### 11. Liability Limitations

The liability of Kara Johnstad, School Of Voice and legal representatives and assigns towards the students and users of the services made available by Kara Johnstad, School Of Voice, shall be limited to intent and gross negligence. School Of Voice is not responsible for personal property lost or damaged on our premises.

### 12. Legal Relations

The legal relations between the School Of Voice and the participant are under private law. Students (customers/purchaser/participants) are natural persons, who are not acting in the exercise of their commercial or independent professional occupation, as well as individuals or legal entities, or legally constituted private limited companies, with whom a business relationship has been formed, and who are acting in the exercise of their commercial or independent professional occupation. We will not acknowledge any standard terms and conditions of the student (customer/purchaser/participants), even in those cases where we have not expressly objected thereto.

## 13. Written Form Requirement, Place of Jurisdiction, Severability Clause

The teaching agreement must be in writing. Amendments, changes or any other agreements made verbally also require

written confirmation before becoming effective. Exclusive jurisdiction is in Berlin, Germany. Shall one of these general ter and conditions be or become invalid or should there be a gap in the general terms and conditions which has to be filled, t shall not affect the effectiveness of any other provision. In such a case the parties undertake to commence negotiations we the aim of replacing any invalid provision with a provision which comes as close as possible to achieve what the parties from the commercial point of view intended to achieve by means of the original provision						
With his signature, the participant confirms that he has received, read, understood and acknowledged the aforementioned General Terms and Conditions.						
Date:						
X						
Continue reading on the following page.						



## **B. Privacy Policy**

We take the protection of your data very seriously. The most important information in our privacy policy, which requires your express consent, is set out in part in the following sections. The full text of the privacy policy is available on our website at schoolofvoice.berlin/privacy-policy/ in both the online HTML format and as a PDF document.

### 1. Processing of data (customer and contract data)

We collect, process, and use personal data only insofar as it is necessary to establish, or modify legal relationships with us (master data). This is done based on Art. 6 (1) (b) DSGVO, which allows the processing of data to fulfill a contract or for measures preliminary to a contract. We collect, process and use your personal data when accessing our website (usage data) only to the extent required to enable you to access our service or to bill you for the same. Collected customer data shall be deleted after completion of the order or termination of the business relationship. Legal retention periods remain unaffected.

### 2. Registration on our website

You can register on our website in order to access additional functions offered here. The input data will only be used for the purpose of using the respective site or service for which you have registered. The mandatory information requested during registration must be provided in full. Otherwise, we will reject your registration.

To inform you about important changes such as those within the scope of our site or technical changes, we will use the email address specified during registration. We will process the data provided during registration only based on your consent per Art. 6 (1)(a) DSGVO. You may revoke your consent at any time with future effect. An informal email making this request is sufficient. The data processed before we receive your request may still be legally processed. We will continue to store the data collected during registration for as long as you remain registered on our website. Statutory retention periods remain unaffected.

### 3. Privacy Rights / Media Release

With his signature at the end of this section (B), the participant, or his legal guardian, expressly agrees that Kara Johnstad and the Kara Johnstad School of Voice may use photos or videos or other analogue or electronic media of his/her or his/her child on their website, on flyers or other publications that serve promotional purposes. For these purposes, I grant free of charge and for an indefinite period of time, the non-exclusive, non-transferable simple user right (license) for the respective media (photos / videos, and others) to Kara Johnstad and Kara Johnstad School Of Music. These media may be used in a current year or a future year in print, electronic or any other form, including but not limited to newsletters, brochures, flyers, press releases, advertisements, the annual information guide, the website the school and the Facebook page other promotional materials. The information provided will be kept confidential and the media (photos etc.) will never be sold. You have the option to revoke this consent in whole or in part at any time with future effect. An informal email making this request is sufficient.

# 4. Data transferred when signing up for services and digital content

We transmit personally identifiable data to third parties only to the extent required to fulfill the terms of your contract with us, for example, to banks entrusted to process your payments. Your data will not be transmitted for any other purpose unless you have given your express permission to do so. Your data will not be disclosed to third parties for advertising purposes without your express consent. The basis for data processing is Art. 6 (1) (b) DSGVO, which allows the processing of data to fulfill a contract or for measures preliminary to a contract. You may revoke your consent at any time with future effect. An informal email making this request is sufficient. The data processed before we receive your request may still be legally processed.



#### MailChimp

Kara Johnstad and those affiliated with the Kara Johnstad School Of Voice use the services of MailChimp to send newsletters. This service is provided by Rocket Science Group LLC, 675 Ponce De Leon Ave NE, Suite 5000, Atlanta, GA 30308, USA. If you provide data (e.g. your email address) to subscribe to our newsletter, it will be stored on MailChimp servers in the USA. If you are in the European Economic Area, or in any other jurisdiction that regulates the transfer of personal information outside that jurisdiction, then you hereby grant to Kara Johnstad School Of voice and MailChimp your explicit and unambiguous consent to transfer your personal information to the USA or to any other jurisdiction where MailChimp's hosting services operate, for the purposes described in this policy.

The participant or his legal guardian expressly agrees to receive from School Of Voice educational information and other information, also those containing advertisement or promotional content, via email, direct mail, text messages (SMS) or other electronic media.

#### monday.com

Kara Johnstad and those affiliated with the Kara Johnstad School Of Voice use the services of monday.com to plan, organize and track our work in one collaborative platform. This service is provided by monday.com Ltd., 52 Menachem Begin Road, Tel Aviv 6713701Israel, and its US entity, monday.com Inc., 26 West 17th Street, New York, NY, 10011 United States. monday.com Ltd. is an Israeli entity. Monday.com may store and process the information through third-party hosting services in the USA or in other jurisdictions, at its discretion. If you are in the European Economic Area, or in any other jurisdiction that regulates the transfer of personal information outside that jurisdiction, then you hereby grant to Kara Johnstad School Of Voice and monday.com your explicit and unambiguous consent to transfer your personal information to the USA or to any other jurisdiction where monday.com's hosting services operate, for the purposes described in this policy.

### **SmartWaiver**

Kara Johnstad and those affiliated with the Kara Johnstad School Of Voice use the services of SmartWaiver, a service which provides an eSignature solution as the core part of their broader platform for automating the agreement process. This service is provided by SmartWaiver, Inc., 606 NW Arizona Ave Ste #100, Bend, Oregon 97703 USA. SmartWaiver may store and process the information through third party hosting services in the USA or in other jurisdictions, at its discretion. If you are in the European Economic Area, or in any other jurisdiction that regulates the transfer of personal information outside that jurisdiction, then you hereby grant SmartWaiver your explicit and unambiguous consent to transfer your personal information to the USA or to any other jurisdiction where SmartWaiver's hosting services operate, for the purposes described in this policy.

#### vCita

Kara Johnstad and those affiliated with the Kara Johnstad School Of Voice use the services of vCita. The vCita Web-App enables its users to contact each other, schedule an appointment, form a contract, pay and receive fees, interact and manage their engagement by using the Web-App. The Web-App is installed on vCita's servers, and when you use the Web-App, the information routed via the Web-App is accessible to vCita. This service is provided by vCita, Inc., 10777 Main Street Suite 203. Bellevue, Washington, USA and 38 Habarzel st. Building B, Tel-Aviv, 6971054, Israel. vCita may store and process the information through third party hosting services in the USA or in other jurisdictions, at its discretion. If you are in the European Economic Area, or in any other jurisdiction that regulates the transfer of personal information outside that jurisdiction, then you hereby grant vCita your explicit and unambiguous consent to transfer your personal information to the USA or to any other jurisdiction where vCita's hosting services operate, for the purposes described in this policy.

## WhatsApp

Kara Johnstad and those affiliated with the Kara Johnstad School Of Voice use WhatsApp's services for internal and external messaging and calling with students, prospects and other contacts. Provider of these services is WhatsApp Ireland Limited, 4



Grand Canal Square, Grand Canal Harbor, Dublin 2, Ireland. WhatsApp may store and process the information in the USA or in other jurisdictions, at its discretion. If you are located in the European Economic Area, or in any other jurisdiction that regulates the transfer of personal information outside that jurisdiction, then you hereby grant to Music School and WhatsApp your explicit and unambiguous consent to transfer your personal information to the USA or to any other jurisdiction where WhatsApp's hosting services operate, for the purposes described in this policy.

#### **Facebook Messenger**

Kara Johnstad and those affiliated with the Kara Johnstad School Of Voice use Facebook Messenger's services for internal and external messaging and calling with students, prospects and other contacts. Provider of these services is Facebook Inc., 1, Hacker Way, Menlo Park, California 94025, USA. Facebook may store and process the information in the USA or in other jurisdictions, at its discretion. If you are located in the European Economic Area, or in any other jurisdiction that regulates the transfer of personal information outside that jurisdiction, then you hereby grant to Music School and Facebook your explicit and unambiguous consent to transfer your personal information to the USA or to any other jurisdiction where Facebook's hosting services operate, for the purposes described in this policy.

### Skype

Kara Johnstad and those affiliated with the Kara Johnstad School Of Voice use Skype's services for internal and external communication via text, voice and video with students, prospects and other contacts. Provider of these services is Skype Communications SARL, a division of Microsoft Corp. (NASDAQ: MSFT), in 23-29 Rives de Clausen, L-2165 Luxembourg. Microsoft (Skype) may store and process the information in the USA or in other jurisdictions, at its discretion. If you are located in the European Economic Area, or in any other jurisdiction that regulates the transfer of personal information outside that jurisdiction, then you hereby grant to Music School and Microsoft (Skype) your explicit and unambiguous consent to transfer your personal information to the USA or to any other jurisdiction where Microsoft's hosting services operate, for the purposes described in this policy.

### ZOOM

Kara Johnstad and those affiliated with the Kara Johnstad School Of Voice use ZOOM's services for internal and external communication via text, voice and video with students, prospects and other contacts. Provider of these services is Zoom Information Inc., 307 Waverley Oaks Rd Ste 405, Waltham, MA, 02452-8413, USA. ZOOM may store and process the information in the USA or in other jurisdictions, at its discretion. If you are located in the European Economic Area, or in any other jurisdiction that regulates the transfer of personal information outside that jurisdiction, then you hereby grant to Music School and ZOOM your explicit and unambiguous consent to transfer your personal information to the USA or to any other jurisdiction where ZOOM's hosting services operate, for the purposes described in this policy.

The above information is an excerpt from our Privacy Policy. The full text of the privacy policy is available on our website schoolofvoice.berlin/datenschutz

With his signature, aforementioned Pri		confirms that	he has receive	ed, read, und	erstood and a	cknowledged the
Date:						
x						
Signature (or parent	if under 18 year	s)				