GENERAL TERMS AND CONDITIONS OF THE SOCIETY FOR ACADEMIC STUDY PREPARATION AND TEST DEVELOPMENT e.V. (g.a.s.t.)

1. General information

1.1. As a charitable non-for-profit organisation, g.a.s.t. promotes higher education for qualified international students and researchers. g.a.s.t. develops tests for aptitude and performance assessment in higher education. Through a network of more than 1,000 licensed test centres, g.a.s.t. conducts subject-specific aptitude and admission tests world-wide. Moreover, g.a.s.t. helps prospective students prepare for these tests and for studying in Germany through specially designed training material including online learning resources. g.a.s.t. offers advice, information, and training courses. All products and services of g.a.s.t. undergo processes of rigorous quality assurance. g.a.s.t. provides these services itself or through institutions maintained or supported by g.a.s.t.

1.2. The content and the additional conditions applicable to the respective services are governed by SPECIAL TERMS AND CONDITIONS which can be downloaded as an annex to the GENERAL TERMS AND CONDITIONS.

1.3. The participant acknowledges the Terms and Conditions and the Special Terms and Conditions valid at the time of placing the order. Deviating Terms and Conditions are not recognised.

2. Registration

2.1. Any registration is binding. Registrations may be made online at g.a.s.t. or at a provider commissioned by g.a.s.t. In case of a registration by a third party, the third party must present proof of power of attorney at the time of registration. Registrations of persons under 18 years of age may only be made with the explicit consent of a parent or legal guardian. The contract is concluded by a confirmation from g.a.s.t. and by payment by the participant or a representative. The confirmation will be sent by e-mail. Subsequent changes to the registration may only be made by agreement between the parties.

2.2. A fee will be charged for participation. Unless otherwise stipulated in the Special Terms and Conditions the fee is payable and due upon registration.

2.3. If the service is provided by g.a.s.t. by way of distance learning, the payment is to be made in partial payment for a period of no more than three months each.

3. CANCELLATION POLICY

3.1. Revocation right

THE PARTICIPANT HAS THE RIGHT TO CANCEL THIS CONTRACT WITHIN 14 DAYS WITHOUT GIVING REASONS. THE REVOCATION PERIOD IS 14 DAYS FROM THE DAY OF THE CONCLUSION OF THE CONTRACT. TO EXERCISE THIS REVOCATION RIGHT, THE PARTICIPANT MUST CONTACT THE SOCIETY FOR ACADEMIC STUDY PREPARATION AND TEST DEVELOPMENT e.V., c/o TESTDAF-INSTITUTE; UNIVERSITÄTSSTRASSE 134, 44799 BOCHUM, TELEFAX 0234 36715 900, KONTAKT@GAST.DE EXPLICITLY STATING (E.G., LETTER SENT BY MAIL, FAX OR E-MAIL) THEIR DECISION TO CANCEL THIS CONTRACT. THE PARTICIPANT MAY USE

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THE ATTACHED SAMPLE CANCELLATION FORM FOR THIS PURPOSE. FOR THE REVOCATION PERIOD TO BE OBSERVED, IT IS SUFFICIENT THAT THE NOTICE OF EXERCISE OF THE REVOCATION BE SENT BEFORE THE EXPIRATION OF THE REVOCATION PERIOD.

3.2. CONSEQUENCES OF REVOCATION

IN CASE OF A REVOCATION, ALL PAYMENTS RECEIVED BY G.A.S.T. FROM THE PARTICIPANT WILL BE REFUNDED WITHIN 14 DAYS FROM THE DAY ON WHICH THE NOTIFICATION OF REVOCATION WAS RECEIVED AT THE LATEST. THE SAME MEANS OF PAYMENT THAT WAS USED IN THE ORIGINAL TRANSACTION WILL BE USED FOR THE REPAYMENT, UNLESS EXPRESSLY AGREED OTHERWISE; IN NO CASE WILL ANY FEES BE CHARGED BECAUSE OF THIS REPAYMENT.

IF THE PARTICIPANT HAS REQUESTED THAT THE SERVICES BEGIN DURING THE CANCELLATION PERIOD, G.A.S.T. HAS THE RIGHT TO LEVY A FEE IN PROPORTION TO THE SERVICES ALREADY PROVIDED UNTIL THE NOTICE OF REVOCATION.

4. Provision of the service

4.1. g.a.s.t. provides its service according to recognised scientific rules.

4.2. The participant agrees to a provision of the service by institutions commissioned or maintained by g.a.s.t.

4.3. The participant is responsible for supplying g.a.s.t. with all documents and information required for the timely provision of the service. The participant portal is used exclusively for this purpose.

5. Payment

5.1. Payment of the fee is to be made through electronic payment procedures.

5.2. All bookings are processed immediately. All inquiries relating to bookings, payments, transactions are processed within two business days. The financial transactions are processed through Unzer E-com GmbH, Vangerowstraße 17, 69115 Heidelberg, Germany. The transactions are encrypted according to SSL-128-bit standards. The participant's credit card will be charged immediately after booking. The participant is recommended to print and keep all transaction data related to the booking together with the Terms and Conditions.

6. Cancellation

g.a.s.t. reserves the right to cancel events in case of absence of examiners, lecturers or insufficient number of participants. In this case, g.a.s.t. will endeavour to notify participants of cancellations or necessary changes to the programme or a change of test centre as early as possible. If a test or seminar is cancelled, the participant will be refunded the paid fee without delay.

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7. Warranty and liability

7.1. g.a.s.t. is not liable for the cancellation of the service due to *force majeure* or other reasons without its sphere of influence.

7.2. The warranty of g.a.s.t. is limited to subsequent provision of service within a reasonable period. If the subsequent delivery fails, i.e. if it becomes impossible or unreasonable for the participant, or if g.a.s.t. unjustifiably refuses or unduly delays it, the participant has the right to demand a reduction in payment or cancellation of the contract.

7.3. Except in cases of intent, gross negligence, bodily injury or liability under the Product Liability Act as well as the breach of essential contractual obligations, all claims of the participant for compensation for direct or indirect damages are excluded without exception. This also applies with regard to the personal liability of the employees of g.a.s.t. as well as the vicarious agents engaged by it.

8. Contract period and termination

8.1. The contract is concluded with the confirmation of the registration by g.a.s.t.

8.2. The contract is terminated with the respective service to be provided by g.a.s.t. without the need for notification. Premature termination is only possible until the respective registration deadline. If the participant is unable to take advantage of the whole, or part, of a service for personal reasons (e.g. illness, business or personal obligations), the participant is not entitled to a refund of the participant's fee or service at another time.

8.3. The right to terminate for important reasons remains unaffected.

9. Confidentiality, copyright, data protection

9.1. All working documents issued or information provided to the participant are protected by copyright. Without written permission from g.a.s.t., no participant or third party may reproduce these documents or information in any form, including for the purposes of teaching, and in particular process, duplicate, distribute, use for public reproduction, pass on to third parties or make them available to the public using electronic systems. The disclosure, publication and making available to third parties of any test items and test materials issued in the examination, as well as their posting on social networks, internet forums, websites and similar media is prohibited.

9.2. g.a.s.t. and/or the commissioned institutions process and use the participants' personal data exclusively for their own purposes, including statistical purposes. For this purpose, g.a.s.t. uses automatic data processing equipment. To fulfil the data security requirements of the Federal Data Protection Act, g.a.s.t. has taken technical and organisational measures to ensure the security of the data files and the data processing procedures. Employees involved in data processing are bound by the Federal Data Protection Act and required to strictly comply with all data protection regulations.

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10. Storage

10.1. Documents are certificates, written documents, pictures, maps, plans, outlines, in paper and electronic form, films and sound carriers as well as the data stored on computer-aided data carriers including the associated documentation.

10.2. The retention period is the period in years during which documents must still be kept available for processing recourse. The retention period begins at the end of the calendar year in which the processing was completed and ends at the end of a calendar year.

10.3. Insofar as legal or administrative regulations provide for specific retention periods, these are authoritative. If no regulations have been issued, a retention period of two years applies.

11. Right of inspection

11.1. In the case of examinations and tests, participants are allowed to access their exam papers upon request. The application must be sent to g.a.s.t. after the results have been released in the participant portal or after the results have been announced.

11.2. A maximum period of 15 minutes is assigned for inspection. No information may be recorded or taken. No electronic devices are allowed during inspection.

12. Applicable law

All legal relations are governed exclusively by the laws of the Federal Republic of Germany.

13. Final clauses

Should individual clauses of these GENERAL TERMS AND CONDITIONS or the SPECIAL TERMS AND CONDITIONS be invalid in whole or in part, this does not affect the validity of the remaining clauses or the remaining parts of such clauses. The parties shall replace an invalid provision with a provision that comes as close as possible to the purpose of the invalid provision and is effective.

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Withdrawal form (sample)

If you wish to withdraw from the contract, please enter this form and send it back:

To: Gesellschaft für Akademische
Studienvorbereitung und Testentwicklung e.V.
c/o TestDaF-Institut
Universitätsstraße 134
44799 Bochum
Telefax: 0234 36715 900
E-Mail: kontakt@gast.de

I/we (*) hereby revoke the contract concluded by me/us (*) for the performance of a study aptitude test.

Ordered on:

Name of the consumer(s):

Address of the consumer(s):

……

(Signature of the consumer(s))

Date:

(*) Delete where inapplicable

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SPECIAL TERMS AND CONDITIONS FOR THE DIGITAL MASTER ASSESSMENT TEST – dMAT

Please read these terms and conditions carefully. They contain the conditions of participation as well as important information and rules for the dMAT examination.

1. Scope

The following conditions apply to the Digital Master Assessment Test – dMAT.

2. Inclusion of documents

The following documents apply to the implementation of the dMAT:

- Rules for dMAT Exam Participants

3. Registration

Registration is contingent upon prior payment of the exam fee. The exam fee is usually paid online (see GTC 5.).

Each exam date has a registration deadline. All exam dates and registration deadlines will be posted at www.d-mat.de. By the end of the registration period, you must upload your passport photo to the participant portal, as this is required for identity verification. Without this photo, you will not be admitted to the exam.

You can change your contact data in the dMAT participant portal at any time until the end of the registration period. You will not be able to make any changes after the registration deadline. A change of your personal data (last or first name) is only possible in agreement with g.a.s.t.

If you need to transliterate your name, use the official transcription rules for your country. Use the same spelling as in your passport so that there is no doubt later when you present the certificate.

If you have recognised special needs, you must register for the exam at least ten weeks before the exam date and apply for disability accommodations as part of the registration process so that special arrangements can be made to allow you to take the dMAT.

4. Deregistration

Deregistration is only possible until the end of the registration period. Deregistration is only possible via the dMAT participant portal. The test centre of your choice will be notified of your deregistration by g.a.s.t..

If you have paid your exam fee online (credit card or direct debit), the amount will be credited to your account – minus an administrative fee of up to 15%.

If you deregister after the registration deadline, do not attend the examination or discontinue the examination, the exam fee will not be refunded. You will not receive a dMAT certificate.

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5. Admission to the examination

About two days after the registration deadline, you will receive all relevant information about the exam procedure in the participant portal. You are responsible for observing all information regarding the day of the examination and your registration or participation and for being able to provide the required data at any time. This information includes the registration data and an introductory video explaining the technical aspects of the exam tasks. In addition, preparation materials are available that include model tasks and detailed task instructions. Before and during the digital dMAT exam, you will receive information on how to work through the tasks. You cannot suspend the test to obtain information about individual operating elements.

6. Rules for the exam day

6.1. Identity checks will be carried out before and during the exam. If there is suspicion that unauthorized aids are hidden under headgear, g.a.s.t. reserves the right to examine the headgear, if necessary in a secure room.
On the day of the exam, you must present a valid original ID card or passport. Participants sitting the dMAT as part of the APS procedure must present the original of a valid passport. No other forms of identification will be accepted from these participants. The ID document must be identical to the document used during online registration. If you have received a new ID card or passport since registering, you must update your ID details in the participant portal. You will not be admitted to the test without a valid ID document.

6.2. During the examination, the test administrators may inspect the ID cards or passports in order to check them again. If there is any doubt about your identity, you are required to prove your identity to the test centre within one week of the examination. A dMAT certificate will only be issued if your identity is proven beyond doubt.

6.3. It is prohibited to falsify your identity or allow someone else to do so, for example by taking an exam on behalf of another person or arranging for someone else to take an exam on your behalf.

6.4. You must arrive at the test center on time on the day of the exam. Information about the exam location, time, and meeting point will be available in the participant portal approximately two days after the registration deadline. If you arrive at the exam room during or after the general instructions for the exam have been announced, you will not be allowed to take the exam.

6.5. You are not allowed to leave the exam building during the duration of the examination. It is also prohibited to visit a cafeteria or canteen during breaks. Food for the day of the exam must be obtained before the examination begins. Allowing for smoking breaks is at the discretion of the test centres. Test centres are permitted to prohibit smoking breaks. If you wish to smoke and the test centre of your choice allows for smoking breaks, you must be escorted outside the door by a supervisor during the break.

6.6. If part of the dMAT examination is held in another building or part of the building, or if you need to change rooms, you will be accompanied by the examination supervisor. During this time, the same conditions apply as those specified in these special terms and conditions for the rest of the examinations.

6.7. Once you have been assigned your seat, you may not leave the exam room until the end of the test module. You may use the lavatory only during the break specified by the test centre. If it is on another floor, you may only change floors under supervision.

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Leaving the exam room for other reasons is only permitted in exceptional cases and only in the company of a supervisor. The final decision lies at the discretion of test administrators. Missed exam time cannot be made up.

6.8. Anyone who cheats or attempts to cheat, carries unauthorized aids, uses them or makes them available to others, disturbs others, impairs the proper conduct of the examination, or fails to follow the instructions of the examination supervisor will be excluded from the examination. Deception occurs when participants do not perform independently, but instead fake their performance through prohibited actions or aids, or even attempt to do so. This applies not only to one's own exam performance, but also to cases in which the performance of others is supported, improved, or enabled. Even attempting to cheat is considered cheating and will result in exclusion from the exam. Consulting unauthorized aids during breaks and using texts not written by the participant themselves will also result in exclusion. In all of the above cases, no dMAT certificate will be issued.

6.9. You may not bring phones, tablets, MP3 players, watches (including smartwatches), fitness wristbands, calculators, in-ear headphones, smart glasses (glasses with recording, playback, and/or transmission functions), or electronic devices that can be used to store, display, or transmit information and/or that have an internet connection. If a separate room is available for storing personal items, you must leave your jackets, bags, and headgear (e.g., hats, caps) there. If no such room is available, all personal items must be placed in a corner of the exam room.

6.10. Mobile phones as well as all other electronic devices given for storage must be switched off during the entire test. If your mobile phone rings during the examination, you will be excluded from the examination.

6.11. During the exam, only your ID document may be on your desk. No notes are allowed during the dMAT. You must remove toiletries from your bags before the exam begins, and food may only be consumed during breaks. Beverages are only allowed in transparent bottles without labels.

6.12. After breaks, you must arrive in time for the start of the next part of the exam; the start time will be determined by the test centre. After breaks or room changes, identity checks may be performed again before seats are assigned in the exam room.

6.13. If you fail to attend any part of the exam, the examination will be considered as aborted. You will not receive a dMAT certificate.

6.14. You may only leave your examination seat once you have been given permission to do so by the examination supervisors.

6.15. You are not allowed to record any information about the content of the dMAT and take it with you after the examination.

6.16. You are not allowed to discuss content of the exam with other test takers, to pass it on to third parties or to make it available to the public. The contents of the test items and test documents may not be posted on social networks, internet forums and similar media. Any breach of this clause will be brought to legal prosecution.

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7. After the examination

7.1. If you feel that you were subject to unfair treatment during the examination or if you are dissatisfied with service provided by the test centre, you may submit a written complaint to the g.a.s.t. Examination Board within five working days of the examination.

7.2. Results can only be accessed in the participant portal; you will not receive any notification of your results from either g.a.s.t. or the test centre by telephone or e-mail. You may download and print your dMAT certificate in the participant portal or forward it as a PDF to a university or uni-assist together with your other application documents. The dMAT certificate is valid indefinitely.

7.3. If a part of the exam cannot be evaluated in the digital dMAT due to technical defects caused by g.a.s.t., you will be notified by g.a.s.t.. You have the right to retake the digital dMAT at one of the next exam dates.

7.4. If you wish to dispute the result of the examination, you may raise an objection within four weeks after the test result has been announced (after the results have been posted in the participant portal). You can submit a request to review your results in the participant portal. There is a charge for reviewing the results. The fee for processing the application including the review of one part of the exam (core test or subject module) is €30.00. The fee for review of both parts of the exam (core test and subject module) is €60.00. In any case in which the appeal to the Examination Board results in adjustment of the grade, the fee paid for the review of the results will be refunded. The notification by the board will be sent by e-mail.

7.5. If it is determined after the examination that the result was not obtained in a regular manner, g.a.s.t Examination Board can revoke your dMAT certificate. In such cases, the universities in Germany are informed of the invalidity of the certificate and of the confirmed cheating.

8. Violations of the SPECIAL TERMS AND CONDITIONS

Any violation of the SPECIAL TERMS AND CONDITIONS (e.g. falsified identity documents, use of hand scanners or attempting to take away exam documents) will result in g.a.s.t. excluding the candidate from the examination. In such a case, g.a.s.t. is entitled to deny admission to the dMAT in the future. In serious cases, criminal charges will be filed. The decision on this lies with the Examination Board of g.a.s.t. in Bochum. The exam fee will not be refunded.

9. Disclaimer

g.a.s.t. cannot be held responsible for disruptions to the test process caused by circumstances beyond the control of g.a.s.t.. If the examination or scoring of the exam is disrupted, delayed, or terminated due to such circumstances, every attempt will be made to resume normal exam operations as soon as possible. g.a.s.t. responsibility is limited to refunding the exam fee or – in justified cases – offering to repeat the test at a later date.

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