



YOUR RIGHT TO WITHDRAW

ELPT3 online is a web-based service. In accordance with the EU Directive 2011/83/EU on consumer rights and in accordance with the Austrian FAGG (Fern- und Auswärtsgeschäfte-Gesetz / distance and off-premises contracts act) you have the right to withdraw from the service contract.

14-day right to withdraw

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day you started the test. To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached withdrawal form, but it is not obligatory.

Effect of Withdrawal

If you withdraw from this contract, we will reimburse to you all payments received from you. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you withdraw from the contract, we will also not provide you with a result of your language test. The test will be one 'without result'. Please note that in accordance with the data protection requirements, we are not authorized to hand over any data to you and we are furthermore neither required nor allowed to delete your data in such cases.

Performance of service during the withdrawal period

ELPT3 online is an online service which starts right after you pay and hereby enter into a contract with us. We therefore only provide the service if you requested to begin the performance during the withdrawal period.

If you requested to begin the performance of during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

The amount depending on the proportion is determined as follows:

- 40% of the total fee after starting the online testing service
- 70% of the total fee after the test has been rated by operational and linguistic (expert) raters
- 100% of the total fee after the result has been transmitted to you.

Please note that after we transmitted the result to you, our service was completely provided. The right to withdraw no longer exists from that point on.



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Withdrawal form

To:
LAB-106
DRW Aviation Engineering GmbH
Archenwald 8, 6116 Weer, AUSTRIA
hol@lab-106.eu

From:
(your name):
(your address):

I hereby give notice that I withdraw from my contract for the provision of the following service: **ELPT3 online language test**

Ordered on (date of test / payment / contract):

Date of withdrawal:

Signature (may be electronic, scan...):

Valid from:
2020 – FEB – 01