EDUBAO™

EDUBAO General Terms and Conditions

for the portal as hosted by EDUBAO GmbH, for information and the use thereof about living abroad and other services related to study and / or stay abroad.

I. Preamble

EDUBAO GmbH (hereinafter referred to as "EDUBAO") is the operator of www.edubao.org and provides services related to study and/ or stay abroad. The address of EDUBAO is: Bornitzstraße 73-75 10365 Berlin, Germany.

EDUBAO

- provides information about studying abroad, especially in Germany (hereinafter referred to as “hosting country”) and offers services for visa applications and others,
- is registered in the Commercial Register of the Local Court Charlottenburg under HRB 208988 B (commercial register number),
- is an insurance broker company pursuant to section 34d § 1 German Trade and Industry Code (Gewerbeordnung), in the insurance industry, registered at the Chamber of Commerce and Industry of Berlin under broker registration number D-OTU6-JA37G-19,
- provides its services free of charge, unless otherwise specified.

These EDUBAO General Terms and Conditions are meant as Terms and Conditions in the sense of German civil law and are binding in all respects. The Terms and Conditions contained herein consist of a General Section Terms and Conditions (Section II.), the specific section with Terms and Conditions for Individual Insurance Services (Section III.) and the specific section with Terms and Conditions for Individual Financing Services (Section IV.).

Unless otherwise stated, the provisions of the General Section apply in addition to the provisions of Special Section III and Special Section IV for regulated individual products and services.

II. General Section Terms and Conditions (Section II)

1. Scope

These terms and conditions are the contractual agreement between EDUBAO and each individual User of its services (“User”). It shall not apply to contractual or other legal relationships between Users and third parties, even if these contracts or legal relationships have been concluded by or via EDUBAO or its services, unless explicitly stated otherwise.

By using the offers of EDUBAO, through the EDUBAO online presence ("EDUBAO website"), EDUBAO App (Smartphone and/or other device Application) and other services as well as any form of communication (telephone, email, WhatsApp, WeChat, EDUBAO chat, Skype, Facebook messenger, telegram, chat or E-mail), User is approving and accepting these Terms and Conditions, unless otherwise expressly provided in writing or by law. In any case, the currently valid and published Terms and Conditions can be found on the website. Other declarations from User which contradict or deviate from the General Terms and Conditions shall not apply.

EDUBAO offers its services exclusively to natural persons, at minimum age 18 years. Applications of other parties may be submitted but may be rejected by EDUBAO without further notice or explanation. In case of rejection, the rejected party shall not be entitled to claim for compensation, damages, whatsoever kind or argument.

2. Obligations of the User

The input and transmission of personal data by the User takes place via the medium of input masks created by EDUBAO or other means of transmission expressly designated or requested by EDUBAO on individual basis. The User expressively agrees to communicate with EDUBAO and transmit and receive all required information on a non-paper based way using technology as far as legally possible.

For the correctness, completeness and accuracy of all data entered by the User, whether entered via the interface or otherwise transmitted only the User is responsible. If EDUBAO suspects that incorrect or incomplete information is entered, EDUBAO may at any time prevent the use or discontinue access to its services and demand for adequate compensation. The User is fully liable, including compensation towards EDUBAO, for data that is provided in an untrue, incomplete, misleading, or any other kind of incorrect manner.

The User is obligated to check all contracts and any accompanying documents immediately for their correctness and report back to EDUBAO without undue delay if incorrect information was processed. User accepts full and exclusive liability for delayed reporting on incorrect information.

The User agrees to use EDUBAO, the services offered, as well as the software used by EDUBAO only for the appropriate purposes as defined exclusively by EDUBAO.

The User is obliged to inform EDUBAO about his/her departure from the respective hosting country for a period of time that is not being considered intermediate absence only, as this may affect the status of any mediated agreements.

3. Rights reserved by EDUBAO

EDUBAO may update its services, digital infrastructure or information at any time without prior notice. EDUBAO is entitled to discontinue and / or change EDUBAO as other corresponding services and information. All content on such as texts, graphics, logos, images, etc. are protected by the copyrights of EDUBAO or third parties whose use is licensed by EDUBAO. The User agreement with EDUBAO and / or the use of EDUBAO does not constitute a claim to its rights.

EDUBAO is entitled to revoke the User right to use EDUBAO at any time and without stating a reason.

All copyrights, rights of use or property rights remain with EDUBAO.

4. Limitation of liability

The information provided by EDUBAO, e.g. in visa questions, does not constitute advice for the User, but should facilitate an independent decision and implementation of the requirements, on which EDUBAO has no influence. None of the information provided is a guarantee, warranty or assurance. In particular, services offered by EDUBAO include neither legal nor tax consultation nor advice nor shall EDUBAO services be regarded or perceived as such. User is demanded to seek for adequate consultation apart and independent from EDUBAO's services.

EDUBAO spends large resources for due research of provided material and information. Despite all efforts, mistakes or outdated information might occur from time to time. For defects or errors, EDUBAO shall be liable only if these defects or mistakes were concealed by fraud, willful action or gross negligence. If and up to the direct damage of the User, EDUBAO might accept liability if the User provides sufficient documentation of EDUBAO's defects or errors and of the Users direct damages. EDUBAO shall not be liable for indirect damages whatsoever kind and does not accept liquidated damages, indemnifications or any other kind of second order liability.

EDUBAO provides its services exclusively by means of non-paper based technology, e.g. via mobile App, Websites, E-Mail and telephone support. EDUBAO considers this way of communication and data transfer the most secure and reliable form possible. However, as interruptions, e.g. shortfall of (regional) energy supply, non-accessibility of data or any other kind of technical interruptions might occur beyond the control of EDUBAO, EDUBAO shall not be liable for interruptions whatsoever kind.

At all times and in all circumstances, EDUBAO offers its services voluntarily without obligation to contract, i.e. to accept Users to its services, to grant access to its platform or to continue to provide its services or access to Users.

User acknowledges that there shall be no compensation for damage whatsoever kind owed if EDUBAO decides to prevent or discontinues access to its services.

5. Cost

The use of EDUBAO is free unless otherwise stated. Depending on how the User accesses EDUBAO, the User may incur costs for connectivity with third parties (that is, costs incurred by an internet service provider or telecommunications provider for internet use, roaming, etc.). The User is responsible for covering these costs.

In case, corresponding services being booked by the User, EDUBAO provides monthly account statements, listing the corresponding costs on a transparent basis. Detailed price overviews being made available based on the choice of product package before contracting.

6. Privacy Policy and Data Protection

Reference is made to the attachment hereto, that is expressively acknowledged with signing these Terms and Conditions. Further, the Privacy and Data Protection Policy of EDUBAO is published in its most current version on the EDUBAO website (Link to this page).

7. Termination

The Users can terminate the contractual relationship with EDUBAO at any time, irrespective of a notice period, provided that neither a limitation on the duration of the contract nor any other notice of termination for individual services has been agreed.

In case such notice period being agreed or is required by laws and or regulations of the hosting country, the contractual relationship with EDUBAO will be terminated at the next possible point of time provided that further information, declarations and/or circumstances were provided and/or met as the case may be.

EDUBAO reserves the right to change the contractual relationship with the User in exceptional circumstances, without prior notice, especially if the User breaches its obligations under Sub-Section II.2 of these Terms and Conditions.

The change of relationship may lead to its termination eventually.

8. Miscellaneous

Should individual provisions of these Terms and Conditions be or become invalid or unenforceable in whole or in part for any reason, the validity of the remaining provisions of these Terms and Conditions remains unaffected. The invalid or unenforceable provision or its part, as the case may be, shall be deemed replaced by an agreement the Parties would have agreed if they would have known the invalidity or unenforceability at the time of agreeing to these Terms and Conditions. The same applies to the absence of required provisions in these Terms and Conditions.

These Terms and Conditions, including its Sections and Subsections conclude the whole and only agreement between the Parties. Verbal agreement whatsoever kind do not exist. Additional agreements or amendments 3/3 require the written form signed by both parties to become valid. The same is true for amending this clause.

For the contractual relationship between the Parties, the law of the Federal Republic of Germany applies to the exclusion of the rules of private international law. Place of jurisdiction is Berlin, Germany for all legal disputes that may arise to the extent legally possible.

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