IV. Terms and Conditions for individual banking service

1. Preamble

EDUBAO digital escrow banking service are sold to individuals; hereafter referred to as "Users "or "you".

This Special Terms and Conditions for individual banking services (Section IV) are part of the General Terms under Section II.

The following Terms and Conditions for our Blocked Account shall serve as an agreement that sets forth the General Terms and Conditions ("GTC") of EDUBAO which can be viewed on https://www.edubao.org.

The block account is managed by EDUBAO and opened through our payment services provider Lemonway, an authorized payment institution located at 8, rue du Sentier 75002 Paris, France.

To do so, Lemonway jointly works with European regulated credit institutions to secure the funds of its Partner's customers according to the applicable regulation in force. In this regard, such funds will be secured in Lemonway's segregation account opened within the books of its banking partner.

The block account is administered by EDUBAO GmbH under these T&C.

Lemonway´s T&C shall be part of this agreement.

2. Block account

The block account as stipulated in this agreement is an escrow account under the German Residence Act (Aufenthaltsgesetz). All applicable fees are charged in Euro.

2.1 The Blocked account

The blocked account can be opened and administrated on http://www.edubao.org or in our App. The use of the App is free of charge.

2.2 Blocked account application

In order to open a blocked account, every User is required to apply through the EDUBAO WebApp/ ("http://www.edubao.org ") or the EDUBAO App.

2.3 Blocked account opening and transfer of funds

After completing the application, EDUBAO transfers all the required identification documents ("KYC documents") to open an account in Lemonway's book ("KYC documents").

As per the framework and guidelines governing Know Your Customer (KYC) processes, it is hereby stated that upon receipt of all requisite documentation and information, Lemonway shall conduct the KYC process within a reasonable timeframe of 48 hours, subject to verification and validation of the submitted documents in accordance with applicable laws and regulations. This timeframe is contingent upon the accuracy, completeness, and compliance of the submitted documents with the established requirements, policies, and procedures. It is further emphasized that any delays or discrepancies arising from incomplete or inaccurate documentation may extend the duration of the KYC process beyond the aforementioned timeframe, as per the sole discretion of Lemonway and the banking partner, in compliance with applicable legal requirements.

"We want to inform you that your nationality is on the list of countries with monitored jurisdiction. This well lengthen the verification process of the bank by up to 48 hours."

https://www.fatf-gafi.org/publications/high-risk-and-other-monitored-jurisdictions/documents/increased-monitoring-october-2022.html

Once the account is validated by Lemonway, EDUBAO informs the User to allow him to transfer its funds to the blocked account, including a potential buffer and blocked account fees (altogether hereafter "Total Blocked amount") such as specified by the German Foreign Affairs Authorities.

To do so, KYC documents are specified on EDUBAO's website, App and Lemonway's T&C.

The account can only be opened in the name of the User. If the funds should be transferred to a third party (e.g health insurance or any other person), EDUBAO and Lemonway will request additional KYC documents and a sworn statement stating the relationship between such a third party and the User. Fees will apply to their party incoming and outgoing transfer.

The blocked amount is credited to the escrow account in EURO only.

The amount transferred to the blocked account must not exceed the Total Blocked Amount. Otherwise, any User who transfers an amount greater than the Total Blocked Amount (the "Additional Balance") could be subject to additional identification documents including a proof of origin of funds according to the German Prevention of Money Laundering Act (GWG).

Any Additional Balance will be disbursed in full with the first disbursement to the User's current bank account. EDUBAO reserves the right to charge the User a handling fee of 0.25% of the Additional Balance or transfer any other balance back to the source bank account. Any applicable transaction cost will be charged

to the User, if applicable. On visa rejection, a fee of €10,00 will apply.

In accordance with EDUBAO´s framework governing block accounts, it is hereby stipulated that if no incoming funds are received within a period of **three** months from the date of the account opening, EDUBAO reserves the right to close the account in compliance with applicable laws and regulations.

The account holder shall be duly notified of the impending closure, and any outstanding balance or funds held in the account shall be subject to the designated EDUBAO´s standard procedures for account closure and fund disposition as per the established policies and procedures. It is emphasized that the closure of the account shall be carried out in accordance with applicable laws and regulations, and the account holder shall be responsible for any outstanding obligations or liabilities associated with the account closure, if applicable.

In the event that the account holder is a **minor**, it is hereby informed that a fee of €25,00 applies in compliance with applicable laws and regulations governing accounts held by minors.

EDUBAO reserves the right to impose reasonable fees or charges, as per its established policies and procedures, for maintaining and managing accounts held by minors, including but not limited to account opening, account maintenance, transactional activities, or any other services rendered by the designated entity. The specific fees or charges, if applicable, shall be communicated to the account holder or the account holder's legal guardian, and shall be subject to the applicable laws and regulations in force at the time of the account opening or during the account's operational period. It is the account holder's or the legal guardian's responsibility to ensure compliance with the designated entity's policies and procedures, including any fees or charges associated with the account held by a minor, as per the applicable legal requirements.

2.4 Blocked account fee

A "Set-up Fee" of **€ 99.00** will be charged for opening the blocked account upon receiving the funds.

Furthermore, it is duly specified that during the blocking period, a monthly service fee of **€6.00** shall be levied for the administration of the account, in accordance with the established policies and procedures of EDUBAO. In the event that the blocking period is less than 12 months, the service fee for each month shall be subject to reduction, as per the applicable regulations and guidelines. The account holder or the account holder's legal guardian shall be duly notified of the service fee and any subsequent adjustments, and it shall be the account holder's or the legal guardian's responsibility to ensure compliance with EDUBAO's policies and procedures, including the payment of the applicable service fee during the blocking period, as per the applicable legal requirements.

The monthly service fee is always applicable in full and for partial months of blocking and is due from opening the blocked account (i.e., the moment where the User received the blocked account details).

The Set-up Fee and the Service Fee combined constitute the "Blocked Account Fees."

EDUBAO is entitled to deduct total Blocked Account Fees from the Buffer and / or any disbursement. All other entitlements originating from the blocked account are subordinated to the Blocked Account Fees till they are paid in full.

In the event that a third party transferred funds to the Blocked Account, the opening of a **payer account** will be subject to a fee of €35.00. The payer account is required to undergo the same Know Your Customer (KYC) process as the beneficiary, and all necessary documents must be submitted accordingly. This fee covers the administrative costs associated with processing the payer account and completing the KYC process. Please note that any additional transaction costs, such as those charged by banks or financial institutions, are separate and may apply.

Late or missing payer information will be subject to an increase fee of €65,00.

2.5 Fair-use-guarantee

The monthly Service Fee will not be charged in case of visa rejection.

A visa rejection is defined as the refusal or rejection of the visa application by a German Mission Abroad (embassy, consulate) or the German Foreigner's Authorities (Ausländerbehörde).

In case of a canceled visa application - not rejected visa - procedure, EDUBAO reserves the right to charge the Block Account set-up fee of € 99,00.

In the event of a visa rejection, it is hereby specified that a fee of €10,00 shall be charged by EDUBAO for the return of the fees to the origin, in accordance with the established policies and procedures of EDUBAO. This fee is applicable to cover the costs associated with the refund process and shall be deducted from the original fees paid by the account holder or the relevant party. The account holder or the relevant party shall be duly notified of the fee for returning the fees to the origin by EDUBAO, and it shall be their responsibility to comply with EDUBAO's policies and procedures, including the

payment of the applicable fee for the refund process, as per the applicable legal requirements.

2.6 Blocked account activation

To activate the payout of the blocked amount, every User is required to provide an International Bank Account Number (IBAN) of a German or European current bank account ("Girokonto"), to which EDUBAO will transfer the monthly allowance. The German Foreign Affairs Authorities specify monthly allowance payout by visa status.

The bank account must be opened under the same beneficiary as the Block Account. Bank statements showing the name and address are part of a subordinated KYC done by Lemonway and administered by EDUBAO.

Transfers to third-party account will not be accepted.

To initiate the payout process, the user is required to provide evidence of their incoming **entrance stamps from the border control,** as well as a **current account statement,** as per EDUBAO's policies and procedures. The incoming entrance stamps from the border control serve as verification of the user's arrival in the designated location, while the current account statement serves as proof of the user's valid and active bank account. EDUBAO may request these documents as part of its due diligence and compliance requirements, in accordance with applicable laws and regulations. It is the user's responsibility to provide accurate and valid documentation in order to fulfill the requirements for payout activation, as per EDUBAO's policies and procedures.

2.7 Blocked account disbursements

Once the payout has been successfully activated, disbursements from the Blocked Account will be processed on a monthly basis, with the disbursement occurring within the first three days of the respective month, as per the designated entity's policies and procedures. It is the account holder's responsibility to ensure that their Blocked Account has sufficient funds to cover the disbursements and to comply with the designated entity's requirements for timely disbursement processing. Any changes or updates to the disbursement schedule will be communicated by the designated entity in accordance with applicable laws and regulations.

If the User requests to add an extra or different current account for disbursement during the payout time, an additional service fee of €10,00 will apply. This fee covers the administrative costs associated with adding and managing the extra account, and it will be charged to the User. Please note that this fee is separate from any transaction costs that may be associated with transferring funds to the extra account, which may be charged by the relevant banks or financial institutions.

2.8 Changes to the blocked account

If the User wishes to make changes to the Blocked Account, such as modifying the blocked amount or duration stated in the initial application documents, an amendment request must be submitted along with any necessary supporting documents from the German Foreign Affairs Authorities, if required. EDUBAO reserves the right to charge a fee of 3.00 Euro per document for issuing a new **Sperrbestätigung** (confirmation of blocked account) reflecting the changes. This fee covers the administrative costs associated with processing the amendment request and issuing a new document. Please note that any applicable transaction costs or fees charged by third-party entities, such as banks or financial institutions, are separate and may also apply.

2.9 Blocked account extension

If the User requires an extension of the duration of the Blocked Account ("Blocking Period"), it is mandatory to submit an extension request via the EDUBAO service center along with any additional supporting documents required by the German Foreign Affairs Authorities, if applicable. The renewal of the Blocked Account shall also entail the User undergoing additional and renewed verification, as per EDUBAO's policies and procedures. A reduced fee schedule of €59,00 for Blocked Account Fees will be applicable for the renewal process.

Furthermore, it is important to note that the User must submit the renewal request at least one month prior to the expiration of the Blocked Account, and must also provide proof of their current legal status. Failure to comply with these requirements may result in the closure of the account by EDUBAO, in accordance with applicable laws and regulations. It is the User's responsibility to ensure timely submission of the renewal request and provision of necessary documentation to maintain the validity of the Blocked Account.

2.10 Blocked account closing

In the event of termination of the Blocked Account, the User is required to contact the EDUBAO service center via the App, WebApp, or through email at service@edubao.org. The User must provide an official document from the local German Immigration Office responsible for issuing the residence permit, which requests the unblocking of the account, or the original notice of rejection for the visa application with the German Embassy/Consulate stamp and written instructions to close the Blocked Account ("Sperrfreigabe"), if applicable.

If the User did not apply for a visa but has paid into the Blocked Account, an official document of evidence with the German Embassy/Consulate stamp must be provided to release the funds. EDUBAO will verify the completeness of the supporting documents and, at its complete discretion, may also verify the account closing process with the German Authorities.

Once the supporting documents are deemed complete, and the verification process is completed with the German Authorities, EDUBAO will release any remainder of the Total Blocked Account, or the Remaining Balance, and transfer it back to the bank account of origin or any bank account held under the User's name. Any applicable transaction costs will be charged to the User.

Please note that EDUBAO may charge a fee of 10 Euro, in addition to third-party fees, for the closure of the account and transfer of the remaining funds. The User acknowledges that the verification and transfer of funds may take up to four weeks after receiving the complete documents, in accordance with EDUBAO's policies and procedures.

3. Termination and withdrawal

The User can withdraw from the contractual relationship with EDUBAO within two weeks after submitting the declaration in writing or by email without any reasoning to:

EDUBAO GmbH Bornitzstraße 73-75

10365 Berlin, Germany

or service@edubao.org

4. Changes to the policy

We keep our T&C under regular review, and hence EDUBAO reserves the right to change this Policy.

Changes will be published on the WebApp, App, and send by Email.

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