

General Terms and Conditions of Trade

for Educatis Foundation, Herrengasse 12, CH 6460 Altdorf/Switzerland, January 2nd, 2012

§ 1 Area of Application

The business relations between Educatis Foundation, its University and its customers are governed exclusively by the general terms and conditions of trade specified in the following in the version valid at the time the service is ordered. Educatis Foundation and Educatis University are called in the following "Educatis". Educatis does not accept any differing conditions introduced by the customer unless Educatis has expressly given prior written consent to the application of differing conditions. The General Terms and Conditions of Trade of any partner institution are not included in these terms.

§ 2 Conclusion of the agreement and withdrawal

Educatis is obligated to accept the orders placed by the customers according to the conditions set forth on the website. Educatis has the right to withdraw from the contract in cases of errors in writing, printing, or calculation.

The customer has no power of revocation for services transmitted (e.g. courses for download) or accessed (e.g. online lectures) online.

§ 3 Delivery

Unless other agreements have been reached, the delivery of, for example of the e-learning content, is executed by download onto the computer of the buyer (customer).

§ 4 Dues, Date and Payment, Refunds

The full purchase price is due immediately upon placing the order. Customers may pay using credit cards, money transfer, direct debit system or any other options offered online at Educatis's homepage.

If the annual fix fee is not paid three months after its date of expiry the students will automatically be exmatriculated.

The fees of the online seminars, exams and other online services downloaded are not refundable. Prepayments of the tuition fees for the thesis are refundable only if the topic and the supervisor have not been determined. Prepayments for online or in-class residential seminars (colloquia) will be refunded only if the withdrawal is received in written at least 10 days before the start of the colloquia.

Students who have been excluded from the seminars/courses due to insufficient performance, especially in the event they fail written examinations, submit inadequate seminar work or whose thesis does not meet minimum requirements, are not entitled to receive any refund on the tuition fees paid (online study material and examination or thesis fees). It is in any case forbidden to re-sell any products (course material) and service provided by Educatis to third parties. Educatis reserves the right to take any appropriate legal action against this infringement.

§ 5 Compensation, Retention

The customer has the right of compensation only when his/her counterclaims have been legally determined or recognized by Educatis. The customer is furthermore authorized to exercise his/her right of retention only if his/her counterclaim is based on the same contract.

§ 6 Reservation of Title

Products supplied to the customer shall remain the property of Educatis until customer has settled in full all claims.

§ 7 Warranty for Defects and Liability

If the service/product sold by Educatis is defective within Educatis liability, Educatis has the right to choose to either correct this defect or to issue a replacement. If Educatis is not willing or able to correct a recognized defect or to issue a replacement for a recognized defect, or if Educatis is responsible for undue delay in correcting or replacing a defective service or product, or if correction or replacement fails for any other reason, the customer has the right to choose to either cancel the contract or to demand an appropriate reduction in price.

Any further claims on the part of the customer -- for whichever legal reasons -- are precluded insofar as they are not the result of the stipulations set forth herein. Educatis therefore assumes no liability for defects that occur on products or services other than those sold. Specifically, Educatis assumes no liability for any profit lost or for any other property loss on the part of the customer. Educatis assumes neither responsibility nor liability in the event that the customer makes any decisions or engages in any action based on any part of the website or on the acquisition of products purchased from Educatis. As far as Educatis liability is precluded or limited, this applies equally to the personal liability of employees, representatives and agents.

In the event of a negligent breach of contract on the part of Educatis, its obligation to render compensation for property damages or personal injury is limited to the typical extent of the damage.

§ 8 Data Protection

The customer is herewith informed by Educatis in detail on the type, scope, place of and reason for the collection, processing, and use of personal data necessary to process orders, register for the e-mail service, and execute online grading of submitted study work. Educatis uses the personal data of the customer/student for the following purposes:

- To ensure the communication with the customer by eMail and through the eCampus, incl. mails to all registered students (mass mails).
- To establish a customer profile when products and services are bought.
- To continuously improve the quality of the products and services, we require certain minimal data (customer profile);
- Educatis will never use the customer profile to send unsolicited printed materials or e-mails;
- Educatis will never sell or make available any customer profile to third parties for any reason;
- Educatis will always answer individual questions concerning the protection of personal data. Please send any questions or comments to: contact@educatis.com.

The customer expressly agrees to the collection, processing and use of personal data as described above.

§ 9 Copyright

International copyright laws protect everything displayed, read, or purchased on our website. It is prohibited to reproduce this website or parts thereof and to copy products or services sold at this website using any electronic or photo technical means whatsoever or to distribute and/or sell these to third parties without the prior written consent of Educatis. All products have furthermore the copyright of the authors. Educatis may, in appropriate circumstances and at its discretion, terminate the access of users who infringe the intellectual property rights. Educatis reserves the right to take any appropriate legal action against this infringement.

Educatis respects the intellectual property of others, and we ask our users to do the same. Educatis may also, in appropriate circumstances and at its discretion, terminate the access/accounts of users who infringe the intellectual property rights of others. If somebody believes that her/his work has been copied in a way that constitutes copyright infringement or any other violation of the rights, please provide Educatis the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed or material which otherwise violates your rights;
3. a description of where the material that you claim is infringing/violating is located on the site;
4. your address, telephone number, and e-mail address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

§ 10 Trademark

Educatis® is a registered trademark of Educatis Foundation.

Some software products marketed by Educatis and its distributors/partners contain proprietary software components of other software vendors. All other product and service names mentioned are the trademarks of their respective companies. Data contained in this document serves informational purposes only. National product specifications may vary.

These materials are subject to change without notice. These materials are provided by Educatis and its affiliates ("Educatis Group") for informational purposes only, without representation or warranty of any kind, and Educatis Group shall not be liable for errors or omissions with respect to the materials. The only warranties for Educatis products and services are those that are set forth in the express warranty statements accompanying such products and services, if any. Nothing herein should be construed as constituting an additional warranty

§ 11 Applicable Law and Place of Jurisdiction

Swiss law is applicable for all product and services provided by Educatis with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction is Altdorf in Switzerland. For product and services provided by third parties the laws of the corresponding country is applicable.

§ 12 Educatis - Important Disclaimers and Legal Information

General Disclaimer

Educatis does not represent or endorse the accuracy or reliability of any of the information, content, or advertisements (collectively, the "Materials") contained on, distributed through, or linked, downloaded, or accessed from any of the services contained on this Web site (the "Service"), nor the quality of any products, information, or other materials displayed, purchased, or obtained by you as a result of an advertisement or any other information or offer in or in connection with the Service (the "Products"). You hereby acknowledge that any reliance upon any Materials shall be at your sole risk. Educatis reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in any portion of the Service or the Materials.

THE SERVICE AND THE MATERIALS ARE PROVIDED BY EDUCATIS ON AN "AS IS" BASIS, AND EDUCATIS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE OR ANY MATERIALS AND PRODUCTS. IN NO EVENT SHALL EDUCATIS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER WITH RESPECT TO THE SERVICE, THE MATERIALS, AND THE PRODUCTS.

Educatis encourages customers to exercise discretion while browsing the Internet using this site.

Educatis makes no representations concerning any endeavor to review the content of sites linked to this site or any of the Materials, and so Educatis is not responsible for the accuracy, copyright compliance, legality, or decency of material contained in sites listed in the directory or in the Materials.

Educatis respects the rights (including the intellectual property rights) of others, and we ask our users to do the same. Educatis may, in appropriate circumstances and in its sole discretion, terminate the accounts of users that infringe or otherwise violate such rights of others.

© 2012 Educatis Foundation. All rights reserved/Alle Rechte vorbehalten.

Educatis Privacy Statement

Protecting the individual's privacy on the Internet is crucial to the future of Internet-based business and the move toward a true Internet economy. Educatis has created this privacy statement to demonstrate our firm commitment to secure and trustworthy Internet commerce and the individual's right to privacy.

Consent

By using this Web site, you consent to the collection and use of the information as described here. If we decide to make changes to this privacy policy, we will post the changes on this page so that you will always know what information we collect, and how we use it.

Use and Purpose of Collected Personal Data

On our Web sites, we only store personal information relating to you with your permission. You may choose to reveal information to us if, for example, you register or complete a survey. Companies in the Educatis group or partner institutions may use the information internationally in connection with processing your inquiries and orders or to help improve our products and services.

We would only share such information with third parties outside the Educatis group with your express permission or as required by the applicable law. Information is used solely for the purposes described below.

Privacy Across the Entire Educatis Network

As a global company with an extensive network of partner, Educatis operates a number of Web sites around the world. Any information that you submit to one of our sites in any one country may be sent electronically to a server for one of these sites in another country. We safeguard your privacy interests around the world by ensuring that this Educatis site adheres to our international data-protection principles described in this statement.

We bind our employees to observe your privacy and confidentiality rights.

Online Security

Educatis supports secure online shopping using secure server technology because we want your shopping experience to be simple and safe. There are state-of-the-art security arrangements and facilities on Educatis sites to prevent security abuse.

Details

1. What Information Do We Collect and Why?

IP Addresses

We use IP addresses to help diagnose problems, to administer our Web site, and to gather demographic information. When you visit our site, we recognize only your domain name and not your e-mail address. We will see your e-mail address only if you give it to us by filling out a form or by sending us an e-mail message.

Cookies

We use cookies to deliver personalized content, to save you having to re-enter your password repeatedly, to keep track of your shopping cart, and to tailor our information offerings to how you and others use the site.

User Registration

If you choose to register, we can send you requested information or products, other product information, news, or promotions.

E-mail Addresses

If you choose to give us your e-mail address, we will communicate with you via e-mail. We do not share your e-mail address with others outside the Educatis or outside the partner network. You can choose not to receive any more e-mail at any time.

Depending on how your e-mail application is set up, information about you may be transmitted automatically when you send e-mail to Educatis.

If you choose to register for third-party services, we may need to send some information from your Educatis registration to the service provider, possibly including your e-mail address -- but only if your requested service cannot be provided otherwise.

Shopping or Event Registration

Our site includes order forms that you fill out to request information, products, and services. These forms collect your financial information, such as your banking details or credit card numbers. Educatis promises to use any financial information that you submit solely for billing and payment purposes for that special transaction.

Online Surveys

Our surveys may ask you for demographic information, such as postal codes or your industry sector. If the online survey collects contact data, we may use that data to send you further information only if we specifically asked for your permission in the survey. You are free to retract any permission you gave.

2. Links to Other Sites

This site contains links to other sites. Educatis is not responsible for the privacy practices or the content of other Web sites.

3. Choice/Opt-Out

You can opt out of receiving e-mail communications from us whenever you like. You only need to e-mail us to have your name and details removed from Educatis e-mail list or registration database.

4. Inquiries

If you have any questions about this privacy statement -- if, for example, you wish to inspect or update the information we hold about you -- feel free to contact:

Educatis Foundation
Educatis University
Herrengasse 12
CH 6460 Altdorf / Switzerland
Info@educatis.com

January 2nd, 2012