

LEGAL DISCLOSURE

Address Educatis

Registered Office:

Educatis AG
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President: Prof Dr Konstantin Theile

Client Service

info@educatis.net

LEGAL INFORMATION

General Terms and Conditions of Trade

for Educatis AG (LTD), Staldenweg 3, CH 6313 Menzingen/Switzerland
as of March 1st, 2017

Art. 1 Area of Application

The business relations between Educatis AG and its clients 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 AG is called in the following "Educatis". Educatis does not accept any differing conditions introduced by the client 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.

Art. 2 Conclusion of the agreement and withdrawal

An agreement between the client and Educatis is concluded with the written application for a product (course or program) of Educatis. The agreement can be terminated in written form with a notice period of three weeks. With the cancellation of the agreement the client is deregistered.

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

Educatis is obligated to accept the orders placed by the client 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.

Art. 3 Delivery and access to the e-Campus

Unless other agreements have been reached, the delivery of the product (course or programme) and its e-learning content, is executed by download onto the computer or other device of the buyer (client).

The customer has access to the e-Campus (e-Shop/Learning Management System) during a period of 24 months after the *date of purchase* of the product. The access is thereafter automatically stopped and cannot be reactivated.

Art. 4 Dues, Date and Payment, Refunds

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

The tuition fees paid for the online course, programs or other services are not refundable if they have been downloaded by the client.

Prepayments for in-class colloquia (residential seminars at a physical place) will be refunded only if the withdrawal is received in written at least 30 days before the start of the colloquia. A service fee of 100 Swiss Francs will be retained.

Clients who have been excluded from the seminar/course/program due to insufficient performance, especially in the event they fail 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.

Art. 5 Compensation, Retention

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

Art. 6 Reservation of Title

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

Art. 7 Warranty for Defects and Liability

If the service/product sold by Educatis is defective within Educatis's 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 client has the right to choose to either cancel the contract or to demand an appropriate reduction in price. In the event that an e-colloquium, which is proposed by the lecturer on certain data (from-to) via online conferencing software, cannot be carried out as a result of the exclusive fault of Educatis AG, the customer can either take part in the replacement date or in a subsequent date or demand the reimbursement of the purchase price.

Any further claims on the part of the client -- 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 client. Educatis assumes neither responsibility nor liability in the event that the client 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.

Art. 8 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 Zug in Switzerland. For product and services provided by third parties the laws of the corresponding country are applicable.

Art. 9 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.

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Art. 10: Payment options

We accept international payments from **Visa** and **Master Card** or payments to the bank account of Educatis AG. Please always mention the number of the invoice to trace your payment.

Banking account:

Credit Suisse

IBAN: CH37 0483 5127 7313 5100 0

BIC: CRESCHZZ63A

Our address: Educatis AG, Staldenweg 3, CH 6313 Menzingen, Switzerland

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Trademark

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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 detailed information.

Website

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We would like to emphasize the fact that we have no influence whatsoever on the design and contents of the external sites our pages provide links to. We therefore expressly distance ourselves from all contents of pages linked to this website. This statement applies equally to all references to external links made on our pages.

Educatis Privacy Statement

Our privacy practices reflect current global principles and standards on handling personal information. These principles include notice of data use, choice of data use, data access, data integrity, security, onward transfer, and enforcement/oversight. We abide by the privacy laws in the countries where we do business.

Educatis has created this privacy statement to demonstrate our firm commitment to secure and trustworthy Internet commerce and the individual's right to privacy. All the data we collect from you will only and strictly be used to process your registration and to ensure an efficient learning process. They will not be sold or exchanged with people outside the Educatis network.

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 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.

Generally, Educatis will aggregate such data incl. those collected through automated tools, only in an anonymous way and will not tie it to a particular individual unless he or she has given consent. When you visit our site, we recognize only your domain name. We do not track or collect personal information from your visits to companies or entities outside the Educatis Group of companies and its affiliates.

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 group 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. Thereafter however we may not be able to deliver certain services or products.