

Terms & Conditions

of use of mystudychoice.de

Mystudychoice.de is an online platform that helps students and parents finding the right school, school district, private school or other educational institution in Canada/New Zealand/Australia. This platform is available to schools and institutions of higher education to present their international program and to recruit students. Mystudychoice.de connects educational facilities and students in order to create a good match for each other.

These Terms and Conditions incorporate by reference any notices contained on our online platform and constitute the entire agreement with respect to access to and use of this online platform, including its services, by any educational institution in Canada/New Zealand/Australia registering and using our services.

1. Listings, Registration

If you choose to register a profile on our online platform or take advantage of such other services as may be offered only to users with a profile - you agree to: (a) provide true, accurate, current and complete information about yourself, your contact and office information, (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete, (c) accept these Terms & Conditions, and (d) to receive emails from Mystudychoice.de in connection to your account and our services.

We do not accept PO Boxes, partial addresses without room or floor number, virtual offices, or flex spaces.

If you provide any information that is untrue, inaccurate, not current or incomplete, if your company is not a registered educational institution or person in Canada/New Zealand/Australia or Mystudychoice.de has reasonable grounds to suspect that the information you provided is untrue or not following our Terms and Conditions, Mystudychoice.de has the right to suspend or terminate your account without any

refund and can refuse any and all current or future use of the Service (or any portion thereof). Mystudychoice.de is under no obligation to list an educational institution. You are not permitted to have more than one user account on our website, except where this has been explicitly agreed to by Mystudychoice.de.

By providing pictures to be published with your profile, you agree that Mystudychoice.de may at its own discretion, at any time use and publish your pictures for marketing purposes on any social media platform, such as Facebook, Instagram, Google+, Snapchat.

2. Terms of Membership and Cancellation

The contract of the service/membership will be made at the time you accept the conditions and is valid for an annual period or if contracted for a two or three years period.

The contract shall be automatically renewed for another year, unless the user decides to cancel the contract by giving written notice to Mystudychoice.de no later than three (3) months before reaching the contracts end date.

You are entitled to cancel your membership and close your account, without having to give any reasons, and with immediate effect, at any time by entering the "My School District / My School" section, although Mystudychoice.de will not refund any amount nor grant any credit for contracts that are cancelled before reaching their end date.

At the deadline of the termination notice, all personal data related to you will be fully and irreversibly deleted. The irreversible deletion of all data may take a certain amount of time - a maximum of 48 hours - to complete. This does not apply to the longer storage of data pertaining to cases of misuse and criminal investigation.

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3. Prices

The prices of the services offered through the platform Mystudychoice.de include VAT and any other taxes that may be applicable. VAT is the value added tax that must be applied to Mystudychoice.de services sold within the European Union (EU).

The prices shall be valid for the contracted period but will be reviewed by Mystudychoice.de on an annual basis. Any changes have to be communicated to the user by Mystudychoice.de in writing no later than three (3) months before reaching the contracts end date and before the contract will be renewed automatically.

4. Invoicing and payment

The service will be invoiced once the user has agreed to a booking at costs within the registration process. After payment of the booked service Mystudychoice.de will complete the user's profile and publish the profile on the website.

5. Payment Method

The user must make payment through a credit card or by wire transfer.

Mystudychoice.de states that it has no access to sensitive data related to the payment method used by the user, nor does it store said information. Only the entity corresponding to the payment process has access to this data for payment management.

The user is responsible for ensuring their credit card data is up to date, and may communicate any changes through the "My account" section.

If a payment cannot be processed, the user is informed that their contract may be cancelled by Mystudychoice.de.

6. User Conduct

By participating on our website, you agree not to do any of the following:

6.1 upload, post or otherwise transmit any content that:

- violates any local, state, federal, or international laws;
- infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethically or otherwise objectionable;
- links directly or indirectly to any materials to which you do not have a right to link;
- contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, government issued tax or identification numbers and credit card numbers;
- contains Website viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer Website or hardware or telecommunications equipment, or to extract information from our website;
- contains any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- you do not have a right to transmit under any law (i.e. intellectual property laws) or under contractual or fiduciary relationships (i.e. non-disclosure Agreements);

6.2 use our content to:

- develop a competing website or help anyone else to do the same;
- create compilations or derivative works as defined under copyright laws;

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- re-distribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism;
- decompile, disassemble or reverse engineer our Website and any related Website.

7. Copyright, Trademark, Reservation of Rights

Except as otherwise expressly provided, all contents of our sites and services are copyrighted. All rights reserved. In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through our sites and services are our trademarks (collectively, "our marks").

Mystudychoice.de will provide a simple, non-exclusive and non-transferable license for a one-time download of certain software, images, data and their content. All the rights, however, remain with Mystudychoice.de. Subject to the limited rights expressly granted hereunder, we reserve all rights, title and interest in and to our sites and services, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

8. Disclaimer

Mystudychoice.de as a service provider, according to Article 7, Section 1 of Telemediengesetz (TMG; German Telemedia Act), takes responsibility for its own content on the platform.

The content on our website provided by others though is "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Mystudychoice.de disclaims all warranties, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Mystudychoice.de does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be

corrected, or that this site is free of viruses or other harmful components. Mystudychoice.de does not warrant or make any representations regarding the use or the results of the use of the materials in this website in terms of their correctness, accuracy, reliability, or otherwise. You assume the entire cost of all necessary servicing, repair, or correction.

9. Limitations of Liability

We will under no circumstances be liable for any access to, use of or reliance on our website and services or content accessed through our website and services by you or anyone else, of for any transactions, communications, interactions, disputes or relations between you and any other person or organization arising out of or related to our website and services or content accessed through our website and services.

10. Privacy Policy

Mystudychoice.de is committed to the upholding of data protection as provided by law. For more on this, please study our [Privacy Policy](#).

11. Termination; No Assignment

You may terminate your account and/or stop using our sites and services at any time. We may, in our sole discretion, terminate or suspend your access to all or part of our sites and services for any reason, including, without limitation, violation of these Terms & Conditions and/or if we have a reasonable ground to suspect that you have violated these Terms & Conditions.

These Terms & Conditions and the rights granted and obligations undertaken, may not be transferred, assigned, sold or delegated by you.

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12. Miscellaneous

- 12.1 These Terms & Conditions periodically change. Your continued use of Mystudychoice.de following the posting of changes to these terms will mean you accept those changes.
- 12.2 Any and all claims, causes of action or disputes between you and us arising out of or related to these Terms & Conditions, our sites and services or content accessed through our sites and services will be governed by the laws of the Federal Republic of Germany, without regard to conflict or choice of law principles. The courts of Bonn, Germany, shall have exclusive jurisdiction over claims by either party.
- 12.3 If any provision of these Terms and Conditions is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

Dated 7/10/2018