

# **General Terms and Conditions of Unified Education Worldwide (Unifiededucation)**

*Last updated: February 7, 2023*

## **DEFINITIONS**

In these General Terms and conditions, the following definitions will be used, unless explicitly agreed otherwise in writing:

*Unifiededucation* - Unified Education Worldwide - the owners of Unified Education Worldwide.

*Advertisers* - university departments, schools or faculties, or research institutes registered with Unified Education Worldwide

*Services* - the public area of Unified Education Worldwide that students (and any other visitors) see, and all other marketing services provided.

*Agreement* - the contract between Unifiededucation and Advertisers.

*Deliverable* - a tangible or intangible good or service (such as a report, website, result data, training manuals, self-study guides and documentation) provided by Unifiededucation to Institution pursuant to an agreement and identified in the applicable SOW Deliverable. Deliverables shall not include any software and related documentation owned or developed by or for Unifiededucation.

*Effective Date* - the date the Agreement shall be legally active, which date is first written above.

## **GENERAL**

The articles and conditions of these General Terms are applicable for every offer, quotation or Agreement between Unifiededucation and Advertisers, unless the parties have explicitly agreed otherwise in writing.

These Agreements are also applicable for all Agreements with Unifiededucation for which third parties need to be involved.

General Terms and conditions of Advertisers, or any other terms, purchase orders, or Agreements, are not applicable, unless explicitly agreed in writing that the General Terms of Advertisers are applicable, excluding these General Terms.

If any provision of these General Terms and conditions is void or annulled, the other provisions of these General Terms and conditions shall remain in full force.

## **LIABILITY**

Regardless of the form of action, whether the alleged liability or damages are based on contract (including without limitation, breach of warranty), tort (including without limitation, negligence), statute, or any other legal or equitable theory, Unifiededucation's maximum liability for damages is explicitly limited to the amount of fees actually paid by Advertisers for the services that caused the damages in the preceding twelve (12)-month period prior to the incident that caused the rise to the claim.

Unifiededucation is sharing information about universities and their programs which the information has been provided and reviewed by the advertisers. Unifiededucation updates the information as soon as it is provided by the advertiser and is not liable for incorrect or outdated information.

Unifiededucation is not liable for indirect damages, including incidental, consequential or punitive damages, lost profits, lost savings, lost cost reduction, loss of goodwill, mutilated or damaged data or materials, damages due to business interruptions and any claims from third parties.

Unifiededucation is not liable for damage, of any kind, due to the fact that Unifiededucation used data provided by Advertisers, which is incorrect or incomplete, unless the incorrectness or incompleteness of the data should have been known to Unifiededucation.

Unifiededucation is not liable for damages, due to (criminal) intent, recklessness, (major) negligence of third parties hired by Unifiededucation.

Using and/or publishing any software, website, or other (digital) material is done at the full risk and expense of Advertisers.

Advertisers shall report any damages to Unifiededucation in writing as soon as possible after the damage occurred. Any claim for damages against Unifiededucation must be filed with the applicable judicial authority within twelve (12) months after the applicable cause of action has arisen.

The Parties shall not exclude liability for death or personal injury or for any damage arising out of gross negligence or intentional misconduct.

### **FORCE MAJEURE**

Unifiededucation is not liable for damages from events that were beyond its control and that cannot be contributed to Unifiededucation according to the law, legal act or public legal perception.

Force majeure includes all anticipated or non-anticipated external causes, of which Unifiededucation has no control and results in the fact that Unifiededucation cannot fulfill its obligations. Events concerning hosting- or network providers, or other third parties Unifiededucation has no control over, strikes and other actions by employees of Unifiededucation and/or its suppliers are included.

Unifiededucation is not liable for damage, which originated from (technical) trouble, interference or jams, or dysfunctional (electronic and/or data) connections or the quality of these connections, regardless of the fact if they are implemented by Unifiededucation or third parties.

Unifiededucation retains the right to claim force majeure if the circumstance, which prevents the fulfillment of the obligation, materializes after Unifiededucation should have fulfilled its obligation.

Both parties suspend their contractual obligations during the period of force majeure, until the time when performance is reasonably possible again.

Both parties are extrajudicially immediately permitted to terminate the Agreement, without a notice of default and without the possibility to claim damages, if the situation of force majeure exceeds a period of one month.

### **SAMPLES, MODELS AND PROTOTYPES**

If Unifiededucation has showed and/or provided Advertisers a computer program, code, a (sample) website, a sample, a model, a prototype a document, brochure or any other concept or example, than it is just presuming to be showed and/or provided as an indication, unless the parties have explicitly agreed that the final product shall fully resemble the example.

### **WARRANTY**

Unifiededucation warrants that:

- a) all its services shall be performed in a good and workmanlike manner;
- b) each deliverable shall materially conform to its specifications as described in the Agreement.

Unifiededucation does not provide any warranty regarding i) the number of students that will enroll through the partnership or ii) the functionality of its websites and/or portals.

This warranty is in lieu of and excludes all other warranties, representations or conditions for services, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

If deliverables are part of the agreement, Advertisers shall inspect the deliverables at the moment of delivery, or at least as soon as possible after delivery. Advertisers inspect if the quality and quantity of the deliverables are conforming to the contract and at least inspects if it meets the requirements for the particular business environment.

Any claims because of defects regarding provided services or claims concerning sent invoices from Unifiededucation to Advertisers can only be made in writing, within eight (8) days after the defects were identified by Advertisers. Advertisers shall still be obliged to receive and to pay the (still to be) provided services. Claims by Advertisers never give a right to suspend its payment obligation.

## **OFFERS AND AGREEMENTS**

An Agreement is a signed quote or confirmation/reply to an offer which is made through email by one of the Unifiededucation representatives.

All offers, quotations and other statements by Unifiededucation are valid for a period of fourteen days and free of obligation, unless the parties have explicitly agreed otherwise in writing.

Acceptance of offers needs to be confirmed in writing by Advertisers to Unifiededucation within fourteen days.

An Agreement is concluded after confirmation in writing by Unifiededucation, or if Unifiededucation has started to carry out the assignment.

Offers do not automatically imply continuous assignments or additional orders.

If the Agreement is preceded by a preliminary study, Unifiededucation will inform Advertisers clearly and in good time of the conditions in this regard.

## **IMPLEMENTATION**

Unifiededucation retains the right to have third parties perform (certain parts of) the implementation.

Advertisers provide the materials such as logos, pictures, videos and banners or any other information and data, measurements, requirements or performance specifications (together the 'Materials'), which Unifiededucation needs to be able to implement the Agreement, in due time and before commencement of the work. Advertisers shall be allowed a 30-day period following the Effective Date to postpone the promotion start.

If the information or confirmations as described in this article 4 is not provided to Unifiededucation in due time, Unifiededucation retains the right to postpone the implementation of the work and/or charge Advertisers with the extra costs resulting from the delay according to the standard fees or rates until the Materials or confirmations have been received.

If the implementation is on the premises of Advertisers, or a location pointed out by Advertisers, Advertisers shall make sure that Unifiededucation, employees of Unifiededucation, or third parties hired by Unifiededucation, shall have the required (reasonable) resources available free of charge.

If the implementation starts earlier than agreed, any additional costs as a result of the early start, shall be charged to Advertisers. Unifiededucation shall present a specification of these costs to Advertisers.

## **AMENDMENT**

If a decent implementation of the Agreement requires amendment or addition of the Services, the Agreement can be changed with mutual consent.

If amendment of the Agreement has financial or other consequences, and/or consequences for agreed times and/or deadlines, Unifiededucation will inform Advertisers immediately about it.

Regarding amendment of the Agreement, Unifiededucation can charge Advertisers for the extra costs, unless the amendment or addition is the result of circumstances, which can be attributed to Unifiededucation.

## **TERM AND TERMINATION**

The Agreement shall be active from the Effective Date and shall remain active for the Term specified in the Agreement, or until terminated as specified below.

Both Parties may terminate any applicable Agreement or part thereof, if the other is in breach of any of its obligations under the Agreement and has failed to remedy such breach within sixty (60) days of receipt of written notice.

Each of the parties may partly or completely terminate the Agreement with immediate effect and without a notice of default, if the other party is granted a provisional or non-provisional suspension of payments, if a petition for bankruptcy is filed with regard to the other Party or if the other Party's business is discontinued or terminated for other reasons besides a business reconstruction or merger. Unifiededucation shall never be obliged, on account of this termination, to refund any fees or funds already received or to pay any damages.

In the event of Advertisers's bankruptcy, the right to use any deliverables provided to Advertisers shall be terminated automatically.

Upon the Effective Date of termination of all or part of the Agreement, Advertisers shall not be entitled anymore to use such terminated Services or deliverables provided under the Agreement and shall immediately destroy or return all copies of any terminated deliverables.

Advertisers shall pay Unifiededucation for all Services performed until the Effective Date of termination, and for all costs incurred by Unifiededucation concerning the terminated Services, unless the Agreement specifies different or additional payment conditions (e.g. payment during the Tail Phase).

Any part(s) of the Agreement that are/is not terminated shall continue to be active.

## **SUSPENSION**

Unifiededucation retains the right, without legal proceedings, to suspend to fulfill its obligations under the Agreement if Advertisers:

- does not fulfill one or more of its obligations in the Agreement;
- applies for an official moratorium;
- is officially in bankruptcy;
- dishonestly uses goods, services or software of Unifiededucation;
- disseminates information which is violating (inter)national laws and regulations.

### Prices and Costs

Where applicable, all prices used by Unifiededucation are exclusive VAT and other taxes, levies, duties, and costs (e.g. delivery, administration or other costs made to properly carry out the Agreement), unless explicitly agreed otherwise in writing.

Unifiededucation is entitled to annually adjust its prices on the basis of the Consumer Price Index.

Unifiededucation is entitled to adjust any price if the content of the Agreement or assignment changes, if the Agreement or assignment is prolonged, if third parties change their prices, or if the applicable laws and regulations change. In case of a term-based agreement, such price changes shall be implemented at the start of the new term.

Price changes can be implemented without further notice to Advertisers.

## **PAYMENT**

Excluding the right of netting, withholding or a discount Advertisers pays no later than thirty (30) days after the invoice date, unless the invoice mentions a different payment term. Payments will be done in a manner specified by Unifiededucation, in the currency mentioned on the invoice.

Unifiededucation retains the right to invoice a part of the price at the time before the implementation starts and to invoice the remaining part at the time of delivery (of the work), or to invoice in another way, depending on the agreed upon payment term.

Advertisers are, without the necessity of a written notice to pay, legally in default, if Advertisers did not pay within the term of thirty (30) days. Payment has taken place if Advertisers have credited the bank account of Unifiededucation.

In case of liquidation, bankruptcy, seizure or moratorium of Advertisers, any claims of Unifiededucation towards Advertisers are directly and fully recoverable without judicial intervention.

Unifiededucation retains the right to deduct the payments made by Advertisers firstly from the costs, subsequently from the indebted interest and finally deduct the payments from the main sum and the current interest. All costs, concerning payment, including bank costs or costs concerning bills of exchange or other payment methods are for the account of Advertisers.

Unifeducation can reject a payment offer, without being legally in default, if Advertisers persist in another order of payment ranking.

Unifeducation can reject a payment offer of the entire main sum, if Advertisers did not pay the indebted and current interest as well as the costs. Advertisers remain obliged to pay the full price.

In case of assignments based on no-cure-no-pay, the payment term in the Agreement shall be applicable.

If Advertisers is unable to fulfil its obligations under the Agreement and is legally in default, all:

- a) reasonable legal, court, execution and collection costs,
  - b) costs in order to extrajudicially collect the indebted amount
- are without further notification for the account of Advertisers.

In case of a claim regarding a debt receivable, Advertisers owe a minimum of 15% in debt collection costs to Unifeducation, of the total amount due, with a minimum of 150 USD.

Advertisers shall pay interest at the minimum statutory rate for late payments in commercial transactions under Canadian law on all sums unpaid at the due date, plus reasonable attorneys' fees and costs incurred in collecting unpaid amounts.

### **TIMES AND DEADLINES**

Agreed times and/or deadlines in offers and/or Agreements of Unifeducation are indicative and are never fixed, unless the parties have explicitly agreed otherwise in writing.

In case Unifeducation exceeds any agreed time or deadline, Unifeducation shall only be in default after Advertisers have sent a default notice with a reasonable performance period and such period has been exceeded without proper performance.

In case Unifeducation exceeds any agreed time or deadline in offers and/or Agreements of Unifeducation, Advertisers are not entitled to termination or compensation, unless the parties have explicitly agreed otherwise in writing.

Agreed times and deadlines shall only be applicable if all the necessary information has been provided to Unifeducation and if any applicable payments have been received.

# **Privacy Policy of Unified Education Worldwide (Unifiededucation)**

Last updated: February 7, 2023

## **ABOUT US**

We are Unified Education Worldwide (Business Registration Number 3337655), in the rest of this document referred to as Unifiededucation.

We maintain our headquarters at:  
3195 Hwy 221  
Aylesford, NS B0P1C0  
Canada

For more information visit: [www.unifiededucation.com/about](http://www.unifiededucation.com/about)

## **GENERAL**

We may change this policy from time to time, so please check this page occasionally to ensure that you're happy with any changes. By using our website, you're agreeing to be bound by this policy.

Any questions regarding this policy and our privacy practices should be sent by email to [info@unfiededucation.com](mailto:info@unfiededucation.com) or in writing to Unifiededucation, 3195 Hwy 221, Aylesford, NS B0P1C0, Canada.

We are a company that helps prospective students, current students, study counselors, university staff for international programs, and other interested individuals/organizations find the right education for their needs through online services, conferences, open days, exhibitions, directories and marketing. When you use our services, you share certain information with us. Such information may constitute personal data, i.e. information that concerns you and that can be used to identify you personally. This Privacy Policy explains what personal information we collect, how it is used, who we share the information with and what rights you have regarding your information.

If you do not want to provide personal information with us, an alternative is to provide fictitious information, for example by using a fictitious name when you register. In that case, keep in mind that you must at least provide enough information for us to be able to contact you to send you login details, information about education, learning offers, etc. In order to provide some of our services, it is necessary for us to access your correct personal information.

## **WHICH PERSONAL DATA DO WE COLLECT?**

We collect two types of information:

- Information that you provide to us
- Information we receive when you use our services

Our sites and our services are not intended for people under the age of 13, and we will not knowingly collect information about people under the age of 13.

### ***Information that you provide to us:***

In order for you to be able to use our services, we collect information that you provide to us. For example, most of our services require that you, as a prospective student or other interested individual/organization, create an account with us. To create an account with us, you need to fill in your name, telephone number and e-mail address. While you use our services, we also receive additional information from you, for example about what you want to study and where, and any personal information that is written in the chats you participate in. If you contact us, for example via customer services, we also collect information about you that you provide to us and that is needed in order to handle your request..

### ***Information we receive when you use our services:***

When you use our services, we collect information about which service you have used, how you have used it and when you have been logged in. We can, for example, see which of our pages you have visited. This is in

order to be able to provide you with information about education programs within your areas of interest but also to be able to give you a better user experience.

We can also see what kind of device (computer, mobile, tablet, etc.) that you have used and information from the device itself such as IP address, language settings, browser settings, time zone, operating system, platform, screen resolution and geographical location. We only use the information from your device to create analytics. The information is not used at the individual level or together with other data that allows the information to be linked to a unique person.

Like most online services and mobile apps, we use cookies that are stored locally on your device when you visit our websites. For example, we use cookies so that you do not have to log in again every time you visit us. For more information on this, see below under the section on cookies.

### **WHY DO WE PROCESS YOUR PERSONAL DATA?**

In order for us to be able to handle your personal data, we always need to have a purpose and a so-called legal basis for the processing, which we explain below. We process your personal data in order to:

- Provide our services to you (fulfillment of agreements).
- Analyze, improve and further develop the services (legitimate interest).
- Communicate with you and provide support (fulfillment of agreements).
- Let education providers and exhibitors know that you are interested in e.g. a certain education (fulfillment of agreements).
- Fulfill our legal obligations, such as tax and accounting (legal obligations).
- Send newsletters and other information to you (fulfillment of agreement).
- Prevent, limit and investigate misuse of our services and illegal activities (legitimate interest).

**Fulfillment of Agreements:** One reason why we process your personal data is to be able to fulfill the contractual obligations that we have undertaken to perform. This regards, for example, personal information required for you to be able to take full advantage of our services.

**Legitimate Interest:** Another reason why we process personal data about you is that we have judged that our legitimate interest in processing your personal data outweighs your right not to be covered by the processing. This is called a balance of interests and applies, for example, when we further develop our services. You are welcome to contact us if you want to know more about the balance of interests.

**Legal Obligation:** We may also need to process personal data in order to comply with laws and fulfill our legal obligations.

Do we make automated decisions about you?

No, we do not make automated decisions (i.e. decisions relating to using algorithms that have any legal consequences for you).

### **WHO DO WE SHARE YOUR PERSONAL INFORMATION WITH?**

When you use our services, we may share your personal information with others:

- We only share data with education providers when an individual has given consent during registration to our website and/or at a later time.
- With authorities that require access to certain information, for example the Canadian Revenue Agency.
- With interested buyers if it should become relevant to sell Unified Education Worldwide, and then under strict confidentiality requirements.

We only share your personal data with parties that process personal data or with parties who are obliged to maintain the same level of protection offered in accordance with the rules in the GDPR (so-called standard

contract clauses). Contact us if you want to know more.

## **HOW LONG DO WE SAVE YOUR PERSONAL DATA?**

Your personal data will not be stored for longer than is necessary with regards to the purposes of the processing. We have internal routines that ensure this and we make sure to delete personal data no later than two years after you have used our services. Some information may need to be stored longer if required by law, for example, the Accounting Act that requires that you save data for seven to eight years.

## **YOUR RIGHTS**

You have certain rights regarding our processing of your personal data. Contact us if you want to exercise any of your rights. You will find our contact information at the bottom.

You have the right to know if we process personal data about you. If we do so, you also have the right to receive information free of charge about what data we process and certain information about the processing. You also have the right to receive a copy of the information we process about you. Under certain conditions, you also have the right to obtain your personal data electronically in order to be able to use them elsewhere. This is called data portability.

If any of the information we process about you is incorrect or incomplete, you have the right to have that information corrected or supplemented.

Under certain conditions, you have the right to have your personal data deleted, for example if we no longer need the data for the purpose for which we collected it. You may also, under certain conditions, request that we limit the processing of your data to passive storage. For example, if you have requested correction, you can request that the processing be limited while we investigate whether the information is incorrect.

In cases where your personal data is processed on the basis of a balance of interests or consent, you have the right to object to the processing. If you object, we will, under certain conditions, cease our processing of your personal data.

## **COOKIES**

When you use our websites, information is collected via various forms of tracking techniques, such as so-called cookies. A cookie is a small file that is downloaded to a device (such as a computer or mobile phone) that stores the information so that our websites can recognize you as a returning visitor and adapt your experience of our services. The information collected using cookies may sometimes contain personal information. We use cookies for other purposes, for example to be able to provide our services and measure and analyze the traffic on our websites.

Some cookies are necessary for you to be able to use our websites. This applies, for example, to information about your settings that shows us how the services and content of a website should be displayed in your browser.

We also use cookies in order for us to be able to adapt our services as well as possible based on your use, what information you have provided, what choices you make when you visit different pages on our websites and to ensure that you receive information that is relevant to you. We also use cookies to gather statistics and analyze usage.

We also use third-party cookies to, for example, conduct market research and measure data traffic on our websites, provide advertisements to you and to improve the functionality of our websites.

You can choose to disable or block cookies through settings in your browser. Doing so may result in some services not being provided.

## **CONTACT US**

Unifiededucation (Unified Education Worldwide, business registration number 3337655, and address 3195 Hwy 221 Aylesford, NS B0P1C0, Canada) is responsible for personal data and thus responsible for the processing of your personal data. Contact us at [info@unifiededucation.com](mailto:info@unifiededucation.com) if you have any questions about this information or other questions about our personal data processing.

You can also visit [www.unifiededucation.com/about](http://www.unifiededucation.com/about) to find more information about us.