

General Terms and Conditions (GTC).

These English General Terms and Conditions are binding in all respects.

PREAMBLE

Expatrio Global Services GmbH (hereinafter referred to as “Expatrio” or “we”) is the operator of the Services accessible via www.expatrio.com and other contact channels. Expatrio’s address is: Friedrichstraße 194, 10117 Berlin.

Expatrio:

- provides information related to the stay in Germany and helps expatriates digitally with the organization and performance of relocating to Germany,
- is registered with the trade register of the local court of Charlottenburg, Germany under HRB 189471 B (trade registry number),
- is an insurance broker company pursuant to section 34d para. 1 German Trade and Industry Code (*Gewerbeordnung*), in the insurance industry, registered at the Chamber of Commerce and Industry of Berlin) under the broker registration number D-IOJC-EBSW8-35,
- provides its services free of charge if not mentioned differently.

These English General Terms and Conditions constitute Terms and Conditions (*“Allgemeine Geschäftsbedingungen”*) within the meaning of German civil law and are binding in all respects. The terms and conditions included herein consist of a general part (section I.) and of a special part with rules for individual services (section II.). Unless expressly provided otherwise, the provisions of the general section apply in addition to the provisions of the special part for regulated individual products and services.

I. GENERAL PART

1. SCOPE

These General Terms and Conditions (“GTC” or the “Policy”) shall govern the relationship between you, the contractual partner (“You” or “you” or the “User”), and Expatrio for using the Expatrio online presence (“Website”) and other services as well as any form of communication (telephone, e-mail, WhatsApp, WeChat, Skype, Facebook messenger, Chat, Fax, etc.). Upon using the Expatrio services, these GTC shall apply.

These GTC shall also apply for all future service and business relations between you and Expatrio, unless other General Terms and Conditions have been explicitly agreed upon. When using Expatrio, you are deemed to have read, understood and given your consent to the terms of this Policy. Furthermore, when using Expatrio, you may be using trusted third party service providers simultaneously (such as network, mobile communication providers, etc.). The use of these third party service providers is subject to their respective General Terms and Conditions as well as Data Privacy Policies. Even if those contracts or legal relationships have come into existence because of or through Expatrio, these GTC shall not apply to contractual or other legal relationships between you and third parties.

In addition to the rules set forth in this general part, Expatrio governs special terms and conditions for individual services. If you use such services, mind the provisions established in the special part (section II.), which then shall apply in addition to the rules of this general part.

2. SERVICES

2.1. COMPANY INFORMATION

The Expatrio services are operated by Expatrio Global Services GmbH, registered with the trade register of the local court of Charlottenburg, Germany, under HRB 189471 B. The address and contact information are available above in 1 Preamble of these GTC, the [LEGAL NOTICE](#) and the [BROKER INFORMATION](#). Expatrio is registered with the local chamber of industry and commerce (*Industrie- und Handelskammer*) as an insurance brokerage company under registration number D-IOJC-EBSW8-35, published at www.vermittlerregister.info. For the purposes of informing the User about the legal status of Expatrio concerning insurance brokerage, the User is deemed to have read, understood and given consent to the Broker Information as outlined in 4.2.

2.2. SERVICE DESCRIPTION

Expatrio is operating an internet platform to perform global information - and consulting services for foreigners concerning the entry and relocation to Germany including mediation for bank- and blocked accounts, mobile phone- and internet contracts. Furthermore Expatrio will perform insurance brokerage services according to section 34d para. 1 German Trade and Industry Code (*Gewerbeordnung*), especially health- and property insurances. Expatrio does not perform services that require a permission according to section 32 German Banking Act (*Kreditwesengesetz*).

3. AMENDMENT OF THE GTC

These GTC shall be valid in its current versions upon using Expatrio's services. You agree to these GTC for the duration you are using Expatrio. You may access a current version of these GTC at any time on the Expatrio Website www.expatrio.com/terms-of-service. Expatrio is entitled to amend these GTC at any time. In the event the GTC are amended, you will be notified in writing, via e-mail or in another suitable manner. If you do not agree to the amendments, you may terminate the underlying user and business agreement with Expatrio anytime. If you continue to use Expatrio upon effectiveness of the GTC amendment, the GTC shall be considered agreed upon and binding. Deviation and/or supplementary provisions require the explicit written consent by an Expatrio managing director. If you violate the provisions outlined in these GTC, your right to use Expatrio shall expire automatically.

4. TERMS OF USE

4.1. REGISTRATION; USE AND DATA

In order to use Expatrio, you access www.expatrio.com and follow the instructions. A registration is not mandatory in the first instance but may be required throughout the use of Expatrio. By using Expatrio you are entering into a user and business agreement with Expatrio, for which the details are governed by this GTC. Expatrio shall grant you the right to use Expatrio for the duration of the user and business agreement. You may request that Expatrio deletes your user data and account at any time. Please contact service@expatrio.com in order to perform this. The regulations for data processing beyond the user and business agreement, as well as information regarding the deletion of your data are available in the Expatrio [General Data Privacy Policy](#) ("GDPP").

4.2. BROKER INFORMATION

In accordance with section 11 para. 1 German Insurance Mediation Regulation (*Versicherungsvermittlungsverordnung*), Expatrio must provide Broker Information upon first contact ("*Erstinformation*"). In addition, all contact data of ombudspersons shall be disclosed. The aforementioned are also responsible for representing your interests in the event of disputes. This broker information is accessible and can be downloaded at www.expatrio.com/broker-information.

4.3. YOUR OBLIGATIONS

Only natural persons may use Expatrio. The aforementioned may also represent private companies or legal entities. You are obligated to state the information requested accurately and in a truthful manner, as well as update this information in the event that changes occur (e.g. visa status, address, telephone number, e-mail address, etc.). If Expatrio should suspect incorrect or incomplete information, it may block the use or terminate your access at any time. An entitlement to a user account or the use of Expatrio does not exist.

You agree to use Expatrio, the services offered herein, as well as the software used by Expatrio only for the appropriate purpose. Expatrio enables you to use the services provided by Expatrio. You may not change, process, license, link with other software, integrate in your own services or otherwise utilize Expatrio without seeking prior written consent of Expatrio's Managing Director(s), or use for illegal or immoral purposes, the services offered herein and the software used by Expatrio (or parts thereof).

You are responsible for the safekeeping of your data (login, password, etc.) and you must keep this data confidential. Expatrio considers each act executed requiring the disclosure of your access data as an act performed by you. If you suspect misappropriation you must notify Expatrio at service@expatrio.com immediately.

4.4. RIGHTS RESERVED BY EXPATRIO

Expatrio may perform updates without prior notification at any time. Expatrio is entitled to discontinue and/or change Expatrio as well as other corresponding services. All contents featured on Expatrio, such as texts graphics, logos, images etc. are protected by the intangible property copyrights of Expatrio or third parties whose use is licensed by Expatrio. The user agreement with Expatrio and/or the use of Expatrio does not represent an entitlement to its rights. Expatrio is entitled to revoke your right to use Expatrio at any time and without stating a reason.

4.5. BROKERAGE ACTIVITIES

Expatrio only enters into contracts with insurance companies for you, or on your behalf upon your consent. As a result, you are entering the contract directly with the insurance company selected. If you want to request new insurance coverage through Expatrio, Expatrio shall obtain offers from one or more insurance carriers based on the data and information provided, and forward these offers to you. Expatrio provides the technical means for entering the contract. The contract is always executed between the insurance company and the insurance holder.

4.6. SIGNATURES

Expatrio may offer you to sign contracts with product partners e.g. insurance companies, as well as other documents by digital e-signature on the Website. You sign on the touchscreen of your device with your finger or an appropriate pen (stylus), or on the Website with the appropriate mouse function (or a stylus). This signature will then be placed at the appropriate place on the document to be signed. If any product partner requires a physical signature, we will send you a printed document via e-mail or to the address in your account. In this case you are obliged to print out the document and send it back to Expatrio as a scanned copy.

4.7. COMMUNICATION METHODS AND RECORDING CONSENT

Generally, all communication through Expatrio takes place electronically (e.g. via messaging, e-mail, etc.).

You hereby grant Expatrio permission to record and store your activities as well as telephone conversations in Expatrio to the extent required for Expatrio's services. If you do not agree, please notify Expatrio. The address and contact information is available in the [Legal Notice](#) and [Broker Information](#). However, in this event, Expatrio will not be able to provide the (full) services offered by the company.

4.8. PRIVACY ACT AND DATA SECURITY

The regulations regarding the privacy act and data security are available in the [GDPP](#). In an effort to transfer the data as securely as possible, Expatrio encrypts the data using TLS 1.2 or a later version (Transport Layer Security). This type of encrypted data transfer applies especially to all personal data.

5. COST AND COMPENSATION

Your use of Expatrio is free of charge, if not mentioned explicitly different. Depending on how you access Expatrio, you may incur third party connectivity costs (i.e. costs imposed by an internet provider or telecom provider for internet use, roaming, etc.). You are responsible for covering these costs. Expatrio is financed by the fees imposed on product partners for the administration, management and brokering of contracts, e.g. insurance policies (customary brokerage fees and commissions).

6. LIMITATION OF LIABILITY

In the event of negligent violation of contractual obligations resulting from these GTC, the liability of Expatrio is limited to the amount mandated by the lawmakers within the framework of mandatory insurance for insurance brokers based on section 34d para. 2 German Trade and Industry Code (*Gewerbeordnung*) in cohesion with section 9 German Insurance Mediation Regulation (*Versicherungsvermittlungsverordnung*). Expatrio agrees to maintain mandatory liability insurance for insurance brokers for the duration of its activities. You may want to view further information in the Broker Information.

Please be advised that the coverage amount and annual total included in the mandatory insurance is subject to adjustment every 5 years pursuant to the European consumer price index (EVP), and acknowledge the amount respectively valid mandatory insurance sum as the liability limit. If, in exceptional cases, a higher risk of damages exists in your opinion, please notify Expatrio. Expatrio will then attempt to achieve the desired increase. You must take responsibility for covering the expenses resulting from obtaining the increased amount.

Entitlements to damage claims resulting from these GTC, due to negligent obligation violations, are subject to a statute of limitation of three years. The statute of limitation becomes effective at the time you have become aware of the damages and the claimant, or if you should have been aware of the circumstance in absence of gross negligence.

Damage claims resulting from intent or gross negligence, or from injury to life, body or health are not subject to limitations of liability or shorter statutes of limitation, in these cases the statutory regulations shall apply exclusively.

Expatrio is only liable for deficiencies or errors on the Expatrio internet-platform if these deficiencies or errors have been maliciously concealed. Expatrio is not liable for interruptions beyond its scope of control. This includes for example:

- overly exhausted lines or
- failure of telecommunication connections.

Expatrio strives to make Expatrio accessible to you in the best possible manner. However, Expatrio cannot guarantee that you are able to access Expatrio at all times. Expatrio is not liable for any failures or disruptions due to technical reasons (such as faulty hardware, software, maintenance, etc.), or for circumstances beyond the control of Expatrio (such as higher powers, third party intervention, etc.).

Expatrio attempts to provide updated and accurate information but does not provide an explicit or implicated guarantee or promise with regard to accurate, correct, reliable or complete information.

Expatrio does not guarantee or accept liability for contents offered by third parties, which are accessible

on Expatrio (e.g. links to other websites). With regard to the relationship between Expatrio and you, insurance carriers are considered third parties as well. Therefore Expatrio shall not be liable for, or guarantee the information provided by insurance carriers and made available/accessible through Expatrio.

Our limited liability outlined here also applies to:

- our employees and sub-contractors and
- other third parties assisting us in fulfilling our obligations.

Please be advised that all information made available by Expatrio does not constitute (legal or tax) advice but is only aiming to facilitate independent user decisions.

7. CONSENT TO CONTRACT TRANSFER

All rights and obligations outlined in this contract shall be assumed by potential legal successors or entities purchasing Expatrio. This applies especially to the broker authorization and the customer's consent with regard to his data. If support services for the brokered or supported customer contracts are sold or transferred to another company, the customer will be notified in advance and in writing. If the customer does not declare his intent to terminate this contract within 3 weeks upon receipt of the memorandum it is considered consent to the transfer. The customer is to be advised of his right to terminate in the message.

8. WITHDRAWAL FROM THE CONTRACT

8.1. RIGHT OF WITHDRAWAL

You have the right to withdraw from contracts you conclude with Expatrio or one of our partners if not stated differently within fourteen days without giving a reason. The withdrawal period is fourteen days from the date of contract.

To exercise your right, you have to let us, Expatrio Global Services GmbH, Friedrichstraße 194, 10117 Berlin, e-mail: service@expatrio.com, by way of an unambiguous statement (e.g. a letter sent by mail or e-mail) know about your decision to withdraw from this contract. You can use the withdrawal template in Annex I, however it is not mandatory to use this exact template.

The withdrawal deadline shall be met, if you send your statement, exercising the withdrawal right, before the end of the withdrawal period.

8.2. EFFECTS OF THE WITHDRAWAL

In the case of an effective cancellation the mutually received benefits are to be returned immediately.

9. APPLICABLE LAW, JURISDICTION

The contractual relationship between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the rules of private international law.

Berlin shall be agreed upon as the exclusive legal venue for all legal disputes resulting from this contract and your use of Expatrio's services to the extent legally possible.

10. FINAL PROVISIONS

if certain provisions in these GTC should be (or become) invalid in part or entirely, for any reason, the

validity of the remaining provisions in these GTC shall not be affected. This also applies for the absence of provisions in these GTC. Existing contracts shall also remain unaffected.

If Expatrio enters supplemental agreements deviating from these GTC, these agreements must be documented in writing for validity. Otherwise the new provisions shall not be valid. This also applies to the written form clause as well.

We reserve the right to impose biased changes under the following circumstances:

- if the laws change
- if the conditions on the base market change

We will send you the amended paragraphs or GTC in text form before the validity status becomes effective. We will advise you of the new paragraphs, as well as the planned date of effectiveness.

II. SPECIAL PART

1. SPECIAL TERMS AND CONDITIONS CONCERNING THE EXPATRIO BLOCKED ACCOUNT PROVIDED IN PARTNERSHIP WITH MANGOPAY

The following special terms and conditions shall serve as an agreement that supplements the general part of the GTC set forth under section I. These terms will govern the use and participation in the transaction management and escrow services provided by Expatrio in cooperation with MANGOPAY S.A. ("MANGOPAY").

MANGOPAY is a limited liability company incorporated in Luxembourg with registered offices at 10 Boulevard Royal, L-2449 Luxembourg, listed under Number B173459 on the Luxembourg Trade and Company Register, approved as an electronic money institution by the Financial Sector Regulator (CSSF) and authorised to carry out its business in Europe. MANGOPAY provides the infrastructure to operate blocked accounts. All blocked accounts opened through MANGOPAY will be processed on default at ING Luxembourg or any bank authorized in a member state of the European Economic Area.

Expatrio will not offer any services that require a license other than insurance brokerage. Only MANGOPAY will have access to account information and trigger payments.

By electing to utilize the services and agreeing to the escrow instructions, you accept these terms and give your consent to be bound by them. If you are unwilling to agree to these special terms and conditions, you shall discontinue the further use of the services. If you agree, you will be bound by the following:

1.1. USERS AND VERIFICATION

1.1.1. The blocked account can only be used by absolutely contractually capable natural persons of at least eighteen years of age.

1.1.2. Prior to using the blocked account, all Users have to be verified MANGOPAY. In order to be verified, every User must register at the Expatrio website and truthfully complete the application process.

1.1.3. No User can claim verification to be accepted for the blocked account. Expatrio and MANGOPAY reserve the right to reject any registration at any time at its sole discretion without stating any reasons, especially in cases of untruthful application or violation of any law, rules or regulation. Expatrio and MANGOPAY will inform the rejected User with no obligation to state a reason.

1.2. RESPONSIBILITIES AND OBLIGATIONS OF USERS

- 1.2.1. In order to open a blocked account, every User is required to apply through the Expatrio website (“www.Expatrio.com/blocked-account”). Upon completed application and successful identification and verification by Expatrio and MANGOPAY, the User is obliged to transfer the sum of the Blocked Amount plus any Additional Basic Sum, both as specified by the German Foreign Affairs Authorities, plus the Buffer and plus the Escrow Fees (altogether hereafter “Total Blocked Amount”) to the blocked account which account details the User will receive from Expatrio via e-mail.
- 1.2.2. As part of the online application every user is required to consent to MANGOPAY’s PAYMENT SERVICES FRAMEWORK CONTRACT which shall be legally binding.
- 1.2.3. The amount transferred to your Blocked Account shall not exceed the Total Blocked Amount. Any amount exceeding the Total Blocked Amount (the “Additional Balance”), Expatrio and MANGOPAY reserve the right to apply additional fees (the “Transaction Fees”). Due to the German Prevention of Money Laundering Act (“*Geldwäschegesetz*”), any User transferring an amount exceeding the Total Blocked Amount (the “Additional Balance”) might be subject to additional identification and verification procedures. This Additional Balance will be disbursed in full with the first disbursement to the User’s current bank account subject to the provisions in 1.5.3. In case of unsuccessful additional identification and verification procedures for the Additional Balance, Expatrio and MANGOPAY reserve the right to reject the Additional Balance, In this case, the Additional Balance will be transferred back to the bank account of origin. Expatrio and MANGOPAY will inform the User. Any applicable transaction cost will be charged to the User.
- 1.2.4. For every transaction, the User is obliged to transfer the Total Blocked Amount to the blocked account with the details as stated in his unique “05 Opening Confirmation” document (the “Blocked Account Details”). For any transaction not being transferred to the User’s Blocked Account Details, Expatrio and MANGOPAY reserve the right to apply additional fees (the “Reconciliation Fees”).
- 1.2.5. In order to activate the blocked account, every User is required to have a European current bank account which will be utilized to receive the monthly disbursements specified by the German Foreign Affairs Authorities. The User is then obliged to inform Expatrio on his arrival and to provide additional documents if asked for by Expatrio (e.g. a Certificate of Enrolment from the User’s University or University of Applied Sciences (“*Immatrikulationsbescheinigung*”), a Visa acceptance certificate, a bank account opening statement, etc.),
- 1.2.6. In case of any changes to the Blocked Amount stated in the initial application documents and/or an extension of the duration of your blocked account (“Blocking Period”), the User will be required to submit documents as required by Expatrio.
- 1.2.7. In case of termination of the blocked account by refusal, visa expiry or aborted application procedure and/or regular termination after the Blocking Period, you will be required to submit the document “09 Closing Order” together with an official document from the local German Immigration Office responsible for issuing the residence permit, which contents the deblocking of your account or the original notice of rejection for the visa application with the stamp of the German Embassy/Consulate and written instructions to close the account. Also, in case the User did not at all apply for a visa but paid in on the Blocked Amount, an official document of evidence with the stamp of the German Embassy/Consulate needs to be provided.
- 1.2.8. After Expatrio has reviewed the document “09 Closing Order” and verified the completeness of the supporting documents, Expatrio will release any remainder of the Total Blocked Amount (the “Remaining Balance”) and will transfer it back to the User’s European current bank account. Alternatively, the Remaining Balance can be transferred back to the bank account of origin or any bank account held under the User’s name. Any applicable transaction cost will be charged to the User.

1.3. ESCROW MANDATE

- 1.3.1. Every User mandates Expatrio and MANGOPAY to open and maintain the blocked account.

1.3.2. Any amount transferred to the blocked account is non interest-bearing.

1.4. RESPONSIBILITIES AND OBLIGATIONS OF EXPATRIO AND MANGOPAY

Expatrio and MANGOPAY will:

- 1.4.1. inform the User upon successful application;
- 1.4.2. issue the document “05 Account Opening Confirmation”;
- 1.4.3. inform the user upon the first credit to his blocked account as start of the Blocking Period;
- 1.4.4. inform the User upon complete receipt of the Total Blocked Amount and issue the document “06 Blocked Amount Confirmation”. If the German Foreign Affairs Authority in charge is known, Expatrio and MANGOPAY may inform the German Foreign Affairs Authority as well;
- 1.4.5. upon arrival in Germany and successful identification and verification, transfer the monthly disbursement to the User’s European current bank account;
- 1.4.6. disburse any Additional Balance exceeding the Total Blocked Amount with the first monthly disbursement;
- 1.4.7. in case of termination of the blocked account by refusal, visa expiry or aborted application procedure or in case of regular termination after the Blocking Period, send back the remainder of the Total Blocked Amount or the Remaining Balance back to the User’s European current bank account. Alternatively, the Remaining Balance can be transferred back to the bank account of origin or any bank account held under the User’s name. Any applicable transaction cost will be charged to the User. Any applicable transaction cost will be charged to the User.

1.5. ESCROW FEES

- 1.5.1. A Set-up Fee will be charged by Expatrio for the opening of the blocked account. Furthermore, a monthly Service Fee multiplied by the Blocking Period (in months) will be charged for the account administration. The monthly Service Fee is always applicable in full also for partial months of blocking;
- 1.5.2. The Set-up Fee and the Service Fee combined constitute the Escrow Fees;
- 1.5.3. The Escrow Fees will be due from the moment of issuing the document “05 Account Opening Confirmation”;
- 1.5.4. In case of the Escrow Fees not being transferred in full to the blocked account, Expatrio is entitled to deduct remaining parts or the full Escrow Fee from the Buffer and/or first monthly disbursement. All other entitlements originating from the blocked account are subordinated to the Escrow Fee till it is paid in full;
- 1.5.5. The monthly Service Fee can only be refunded in case of refusal, visa expiry or cancelled application procedure for the months that the blocked account will be closed deviating from the initially planned Blocking Period. Any applicable transaction cost will be charged to the User.

1.6. BUFFER

A buffer of EUR 100,00 has to be transferred as part of the Total Blocked Amount. This is to avoid that potential currency exchange rate fluctuations and/or applicable banking fees affect the Blocked Amount being reached. The Buffer will be disbursed automatically with the last disbursement to the bank account as stated in the document “07 Activation Order” subject to the provisions in 1.4.6.

1.7. DATA PROTECTION

- 1.7.1. For any provision concerning the data protection, please refer to the [General Data Privacy Policy \(“GDPP”\)](#).

1.8. LIABILITY

Expatrio and MANGOPAY are only liable for the completion of all obligations deriving from these GTC. In cases of online connection breakdowns and improper data transfer Expatrio and MANGOPAY are only liable for intent or gross negligence. If a transaction requires currency conversion, Expatrio and MANGOPAY will use MANGOPAY's exchange rate as a basis, which may be subject to exchange rate fluctuations. Expatrio and MANGOPAY will not be liable for these exchange rate fluctuations. Furthermore, Expatrio and MANGOPAY are not liable for additional charges if a User transfers the (Total) Blocked Amount to a different account other than the one that is specified by Expatrio and MANGOPAY in the document "**05 Account Opening Confirmation**".

1.9. TERMINATION AND WITHDRAWAL

The Escrow Mandate ends with the document "**09 Closing Order**" and the subsequent transfer of the Remaining Balance or the Blocked Amount to the User's bank account. The User can withdraw from the contractual relation with Expatrio and MANGOPAY within two weeks after submitting the declaration in writing to:

Expatrio Global Services GmbH
Friedrichstraße 194
10117 Berlin
GERMANY

The right of cancellation expires as soon as any amount has been transferred to the blocked account.

2. CHANGES TO THE POLICY CONCERNING THE SPECIAL PART

As set forth under 1.9. we keep our GTC under regular review and hence Expatrio reserves the right to change this Policy. If Expatrio changes this Policy, you will find the changes and the current version of the GTC on our Website. The special part of this GTC is the 3rd version and was last updated on February 26th, 2019:

Version	Updated	Updates
1.0	04.10.2017	n/a
2.0	22.08.2018	Default processing bank changed.
3.0	26.02.2019	Default processing bank DKB and Escrow Blocked Account provider ECO Escrow changed to MANGOPAY Payment Service Provider.

Annex I

Withdrawal template

(If you want to cancel the contract, please fill out this form and send it back.)

To: Expatrio Global Services GmbH, Friedrichstraße 194, 10117 Berlin:

Hereby do I/we withdraw from the contract entered into for the purchase of the following products (*) / provision of the following services (*)

- Ordered on (*)/ received on (*)
- Name of the consumer
- Address of the consumer
- Signature of the consumer (only if submitted in paper form)
- Date

(*) Delete as applicable.