

01 Special Terms and Conditions (“STC”) for the X-patrio Blocked Account in partnership with ECO-Escrow.

This English Special Terms and Conditions are binding in all respects.

1 PREAMBLE

X-patrio is a brand of Expatrio Global Services GmbH, Gabriel-Max-Straße 14, 10245 Berlin, Germany. X-patrio is a digital relocation platform for internationals that provides necessary products such as health insurance, blocked account and other related products to individuals (hereafter referred to as “User“ or “you”) when moving to Germany. The Blocked Account serves to prove the User’s adequate financial means in order to receive a German visa.

ECO-Escrow is the service brand of Neuendorff Law Office, Frankenweg 25, 6138 Friedrichsdorf, Germany, providing the infrastructure and legal capacity to operate Blocked Accounts. All Blocked Accounts opened through ECO-Escrow will be processed on default at Deutsche Kreditbank AG, Taubenstraße 7-9, 10117 Berlin or alternatively at the German HypoVereinsbank, member of UniCredit, UniCredit Bank AG, Arabellastraße 12, 81925 Munich.

2 SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions (“STC”) shall serve as an agreement that sets forth the General Terms and Conditions (“GTC”) of X-patrio which can be viewed on <https://www.x-patrio.com>. These terms will govern the use and participation in the transaction management and escrow services provided by X-patrio in partnership with ECO-Escrow. By electing to utilize the services and agreeing to the escrow instructions, you shall have downloaded and accepted these STCs and given your consent to be bound by them. If you are unwilling to agree to these STCs, you shall discontinue the further use of the services. If you agree to these STCs, you will be bound by the following:

2.1 USERS AND AUTHORIZATION

1. The Blocked Account can only be used by absolutely contractually capable natural persons of at least eighteen years of age.
2. Prior to using the Blocked Account, all Users have to be authorized by X-patrio and ECO-Escrow. In order to be authorized, every User must register at the X-patrio website and truthfully complete the application process.
3. No User can claim authorization to be accepted for the Blocked Account. X-patrio and ECO-Escrow 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. X-patrio and ECO-Escrow will inform the rejected User with no obligation to state a reason.

2.2 RESPONSIBILITIES AND OBLIGATIONS OF USERS

1. In order to open a Blocked Account, every User is required to apply through the X-patrio website ([“www.x-patrio.com/blocked-account”](https://www.x-patrio.com/blocked-account)). Upon completed application and successful identification and verification by X-patrio and ECO-Escrow, 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 X-patrio via email.
2. The amount transferred to your Blocked Account shall not exceed the Total Blocked Amount by more than 999.99€. Due to the German Prevention of Money Laundering Act (GWG), any amount exceeding the Total Blocked Amount by more than 999.99€ will be transferred back to the bank account of origin. X-patrio and ECO-Escrow will inform the User. Any applicable transaction cost will be charged to the User.

3. For every transaction, the User is obliged to indicate his/her unique User ID in the reference text field. Any transaction to the Blocked Account that cannot be clearly assigned to a User due to a missing User ID will be sent back to the bank account of origin. Any applicable transaction cost will be charged to the User.
4. In order to activate the Blocked Account, every User is required to have a German or 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 provide the document **“07 Activation Order”** along with a copy of the visa document, passport entry stamp, registration certificate ("Meldebescheinigung") and a bank statement from the German/European bank stating the User's German address to activate the Blocked Account. If required by X-patrio, the User might further be required to hand in other additional identification and verification documents (e.g. a Certificate of Enrolment from the User's University or University of Applied Sciences - "Immatrikulationsbescheinigung").
5. 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 the document **“08 Amendment Order”** together with further supporting documents of the German Foreign Affairs Authorities.
6. 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.
7. After X-patrio has reviewed the document **“09 Closing Order”** and verifies the completeness of the supporting documents, X-patrio will release any remainder of the Total Blocked Account, respectively the Remaining Balance, and transfer it 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.

2.3 ESCROW MANDATE

1. Every User mandates X-patrio and ECO-Escrow to open and maintain the Blocked Account for the sole reason of proving adequate financial means in order to receive a German visa.
2. In exception to the Legal Association's Professional Code of Conduct, every User agrees that amounts exceeding 15,000.00 EUR, which are managed in a collective escrow account, may be administered by X-patrio and ECO-Escrow for longer than one month.
3. Any amount transferred to the Blocked Account is non interest-bearing.

2.4 RESPONSIBILITIES AND OBLIGATIONS OF X-PATRIO AND ECO-ESCROW

X-patrio and ECO-Escrow will:

1. inform the User upon successful application and issue the document **“05 Account Opening Confirmation”** as start of the Blocking Period;
2. inform the User upon receipt of any amount paid to the Blocked Account;
3. 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, X-patrio and ECO-Escrow may inform the German Foreign Affairs Authority as well;
4. upon arrival in Germany and successful identification and verification, transfer the monthly disbursement to the User's bank account and inform the User about the Remaining Balance by sending a bank statement of her/his Blocked Account;
5. disburse any Additional Balance exceeding the Total Blocked Amount with the first monthly disbursement;
6. 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 to the bank account of origin. Any applicable transaction cost will be charged to the User.

2.5 ESCROW FEES

1. A Set-up Fee of 49,00€ will be charged by X-patrio for the opening of the Blocked Account. Furthermore, a monthly Service Fee of 5,00€ multiplied with the Blocking Period will be charged for the account administration. The monthly Service Fee is always applicable in full also for partial months of blocking and is due from the moment of issuing the document **“05 Account Opening Confirmation”**;
2. The Set-up Fee and the Service Fee combined constitute the Escrow Fees;
3. The Escrow Fees will be due from the moment of issuing the document **“05 Account Opening Confirmation”**;
4. In case of the Escrow Fees not being transferred in full to the Blocked Account, X-patrio 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;
5. The monthly Service Fee can only be refunded in case of refusal, visa expiry or aborted 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.

2.6 BUFFER

A buffer of 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 Total Blocked Amount being reached. The Buffer will be disbursed automatically with the last disbursement to your bank account as stated in the document **“07 Activation Order”** subject to the provisions in 2.5.3.

2.7 DATA PROTECTION

1. X-patrio and ECO-Escrow are authorized to collect, save and process all personal data - especially all User data collected during registration - in accordance with German law, particularly §28 of the German Data Protection Act (“Bundesdatenschutzgesetz”) and the German Prevention of Money Laundering Act (“Geldwäschegesetz”). Furthermore, X-patrio and ECO-Escrow are authorized to forward all personal data necessary to:
 - i. any German authority relevant to User’s visa,
 - ii. third parties for whom this data is relevant, e.g. University authorities.
2. Additionally, X-patrio and ECO-Escrow grant the German Foreign Affairs Authorities responsible for the User’s visa application access to the X-patrio Authority Portal for viewing the status of the Blocked Account. The data accessible to the Authority will consist of the User’s ID, name, surname, birth date and Blocked Amount details.
3. Other than described above, X-patrio and ECO-Escrow are authorized to use or forward personal data only in cases public interest or if X-patrio and ECO-Escrow are obliged by law or administration authorities. X-patrio and ECO-Escrow are therefore released from its obligation to maintain banking and client secrecy within the limits mentioned above.

2.8 LIABILITY

X-patrio and ECO-Escrow are only liable for the completion of all obligations deriving from this document. In cases of online connection breakdowns and improper data transfer X-patrio and ECO-Escrow are only liable for intent or gross negligence. If a transaction requires currency conversion, X-patrio and ECO-Escrow will use the daily market exchange rate as a basis, which may be subject to exchange rate fluctuations. X-patrio and ECO-Escrow will not be liable for these exchange rate fluctuations. Furthermore, X-patrio and ECO-Escrow 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 X-Patrio and ECO-Escrow in the document **“05 Account Opening Confirmation”**.

3 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 X-patrio and ECO-Escrow within two weeks after submitting the declaration in writing to:

Expatrio Global Services GmbH
Gabriel-Max-Strasse 14
10245 Berlin
Germany

The right of cancellation expires as soon as any amount has been transferred to the Blocked Account.

4 COURT OF JURISDICTION AND APPLICABLE LAW

This contract shall be governed by the laws of the Federal Republic of Germany excluding the conflict rules of the German International Private Law ("Introductory Act to the German Civil Code") ("Einführungsgesetz zum Bürgerlichen Gesetzbuche, EGBGB"). Jurisdiction for all mutual obligations from this contract is Frankfurt am Main.

If any provision of this agreement is held to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and the other provisions shall remain in full force and effect. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by X-patrio and ECO-Escrow in writing.

5 CHANGES TO THE POLICY

We keep our STC under regular review and hence X-patrio reserves the right to change this Policy. If X-patrio changes this Policy, you will find the changes and the current version of the STC on our Website. This STC are the 2.0 version and was last updated on the August 22nd, 2018:

Version	Updated	Updates
1.0	04.10.2017	n/a
2.0	22.08.2018	Default processing bank changed.
3.0	24.09.2018	Required activation documents and exceeding amount updated.