

# USER AGREEMENT

Last Updated: June 30, 2023 (updates will be posted here)

"Nexloq UG ("Nexloq") requires all users ("you") of our website (nexloq.com) and our application ("App") to agree to this User Agreement ("UA") before using our services. These services include, but are not limited to, email newsletters, digital content, partner offers, and others detailed within this UA.

By accessing and using our services, you affirm your understanding of and agreement to this UA and our Nexloq [Privacy Policy](#), which is an integral part of this UA. Your agreement to the UA also implies your consent to the [Privacy Policy](#).

In this UA, 'we', 'our', and 'us' refer to Nexloq UG, while 'you' encompasses all individual and organizational users of Nexloq. Future updates or modifications to our services will fall under this UA, effective immediately upon posting on our platforms. We recommend regular review of this UA to stay updated.

Continued use of our services indicates your acceptance of this UA, including any future amendments. If you disagree with any part of this UA or the Privacy Policy, please cease using our services. Our brand name "Nexloq" is used throughout our application to refer to our services and products.

## 1. Who are we?

Nexloq UG, a limited liability company based in Berlin, Germany, operates digital platforms designed to streamline the study-abroad process. We are a legally registered entity under the German jurisdiction. Our registration details are: Amtsgericht Berlin, Charlottenburg, HRB 253757 B.

For inquiries or support, contact us at [info@nexloq.com](mailto:info@nexloq.com) or [nexloq.inquiries@gmail.com](mailto:nexloq.inquiries@gmail.com). Phone support will be available soon.

## 2. Acceptance of Agreement

By using our App and Website, you confirm your understanding and acceptance of this Agreement. Disagreeing with any part of this Agreement means you should not use our services.

## 3. Children's Online Privacy and Account creation

By accepting these terms and conditions, you affirm that you are at least 16 years of age at the moment of registration with Nexloq. To access certain Nexloq features, you may need to create an account.

If you are under 16 years of age, we require a written consent form from your parents or legal guardians. Please submit this written consent to [info@nexloq.com](mailto:info@nexloq.com) so we can proceed with your registration and welcome you to our community. Please note that

failing to provide this consent if you are under the required age will expose your account to potential termination.

You are responsible for all activity on your account and maintaining its confidentiality. Please notify Nexloq immediately of any unauthorized use. We or third parties acting on our behalf may send you important updates regarding your account or other electronic communications. While you can opt-out of promotional messages, you may not opt out of crucial app-related information. All suggestions and comments you provide become Nexloq's intellectual property.

Our services do not guarantee university admission, job interviews, or other desired outcomes. We make no promises that our services will secure these results for you.

#### **4.Nexloq Account and Content Security**

By creating an account on Nexloq, you are responsible for maintaining the security of the account and are fully responsible for all activities that occur under the account. You must immediately notify Nexloq of any unauthorized uses of the account or any other breaches of security.

#### **5.Responsibility of Registered Users**

As a registered user, you are entirely responsible for your actions within the Nexloq app. This includes your interactions with the chat feature, as well as any third-party websites accessed via the app.

By using Nexloq, you represent and warrant that:

- You will not engage in any activities that are threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- You will not infringe the proprietary rights, including but not limited to copyright, patent, trademark, or trade secret rights, of any third party.
- If your employer has rights to intellectual property you access via Nexloq, you have either received permission from your employer or secured from your employer a waiver as to all rights in or to the content.
- You will fully comply with any third-party licenses relating to the content accessed through Nexloq, and have done all things necessary to successfully pass through to end users any required terms.
- You will not use Nexloq for spam, phishing, or to further any unlawful acts.
- Your use of Nexloq will not violate the privacy or publicity rights of any third party.

Without limiting any of those representations or warranties, Nexloq has the right (though not the obligation) to, in Nexloq's sole discretion, refuse access to any user that, in Nexloq's reasonable opinion, violates any Nexloq policy or is in any way harmful or objectionable. Nexloq will not be liable for any acts or omissions by the user, including any damages of any kind incurred as a result of such acts or omissions.

## **6. Responsibility of App Users**

Nexloq has not reviewed, and cannot review, all of the content that users might encounter in the chat feature or third-party websites accessed through the Nexloq app. Therefore, Nexloq cannot be responsible for that material, its content, use, or effects. By providing access to third-party websites, Nexloq does not represent or imply that it endorses the material available on these websites, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your devices from viruses, worms, Trojan horses, and other harmful or destructive content.

Third-party websites may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. These websites may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying, or use of which is subject to additional terms and conditions, stated or unstated. Nexloq disclaims any responsibility for any harm resulting from your use of the chat feature or from any accessing of third-party websites through the Nexloq app.

## **7. Services and Payment**

Nexloq UG provides a range of online services and digital products, including but not limited to, templates for statements of purpose. These may be offered directly by us or through our partner platform, Superjoi.com.

We reserve the right, at our sole discretion, to alter, discontinue, or change the pricing of our products and services at any time without prior notice. Additionally, we retain the authority to refuse or cancel orders in certain circumstances, such as in the event of suspected fraudulent activity or other situations we deem appropriate.

For your convenience, we facilitate payments through various third-party services, such as PayPal and Superjoi. While we strive to maintain accurate and up-to-date product descriptions and prices, occasional errors may occur. In the event of an incorrect price or description due to an error, we reserve the right to correct the error and revise your order accordingly or to cancel the order and refund any amount charged.

Please note that your financial transactions with third-party payment services are governed by the terms and conditions and privacy policies of those services. Nexloq UG is not responsible for any issues arising out of such financial transactions. We recommend that you review the terms and privacy policies of those third-party payment services before completing your transaction.

In the event you are dissatisfied with any purchase, please contact our customer service team within 14 days of receiving your order. Subject to our review and discretion, we may offer a refund or credit toward future purchases. Please note that certain products or services may be excluded from this policy and will be clearly stated as non-refundable at the point of purchase.

## **8. Nexloq UG's Proprietary Content**

Usage Limitations: Users are authorized to use the Nexloq UG application, and any content it contains, strictly for the purposes explicitly communicated within the

application ("nexloq") itself, as detailed in this User Agreement, and in accordance with any established Service Agreement between the user and Nexloq UG.

**Reproduction Restrictions:** Any text, logos, graphics, audio, images, photos, or software featured within the Nexloq UG application are the proprietary content of Nexloq UG. Users may not copy, modify, publish, sell, distribute, transfer, or use such content without obtaining prior express written consent from Nexloq UG.

**Prohibition of Unauthorized Alteration or Dissemination:** Users are strictly prohibited from altering, modifying, copying, distributing (whether for compensation or otherwise), displaying, performing, reproducing, reusing, posting, publishing, licensing, hyperlinking to, promoting, framing, downloading, caching, storing for subsequent use, creating derivative works from, transferring, or selling any information or content obtained from the Nexloq UG application, unless expressly authorized by this User Agreement or any Service Agreement with Nexloq UG.

**User-Generated Content:** When users submit, post, or share content via our Services ("User Content"), they retain any rights they may hold in this User Content. However, by submitting User Content on or through the Services, users grant Nexloq UG a worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, create derivative works from, display, and perform the User Content in connection with the Services and Nexloq UG's business operations.

**Company Content:** All content other than User Content, including but not limited to, the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of the Services (collectively, the "Company Content"), are owned by Nexloq UG or its third-party licensors. Except as expressly authorized by Nexloq UG, users may not make use of the Company Content. Nexloq UG reserves all rights not expressly granted in these Terms to the Company Content and Services.

**Software and Infrastructure:** All software and infrastructure used to provide the Service are owned by Nexloq UG and/or its third-party vendors, and are protected by local and international intellectual property laws. Users may not copy, distribute, modify, reverse engineer, or create derivative works from such software or infrastructure.

**Updates and Amendments:** Nexloq UG reserves the right to modify or update the functionality and content of the application, as well as the underlying software, at any time, without any prior notice. Using the Nexloq UG application or any data extracted from it to harass, abuse, or harm another person, or to contact, advertise to, solicit or sell to any person featured on the application, is a breach of this User Agreement. However, there may be exceptions for Entity Users as expressly permitted by their Service Agreement with Nexloq UG.

## **9. Content Accessed through Third-Party Websites**

We have not reviewed, and cannot review, all of the material, including computer software, made available through third-party websites such as Superjoi.com that are accessible through the Nexloq app. Nexloq does not have any control over these third-party websites, and is not responsible for their contents or their use. By providing access to a third-party website, Nexloq does not represent or imply that it endorses such

website. You are responsible for taking precautions as necessary to protect yourself and your devices from viruses, worms, Trojan horses, and other harmful or destructive content. Nexloq disclaims any responsibility for any harm resulting from your use of third-party websites accessed through the Nexloq app.

## **10. Warranty and Legal Disclaimers**

While Nexloq UG is committed to maintaining a secure and accurate platform and providing beneficial services, we can't provide any warranties, express or implied. By using our Site, its Content, Services, and Software, you acknowledge and accept the risks involved.

Our services are provided "as is" and "as available". Except as may be set forth in a separate written service agreement between you and us, Nexloq UG expressly disclaims all warranties and conditions, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that our services, content, and software are accurate, timely, uninterrupted, virus-free, or error-free. We do not guarantee that any results that may be obtained from the use of our services will be reliable, or that any errors in the services or software will be corrected.

We reserve the right to limit access to the Site as we deem appropriate.

Nexloq UG is committed to upholding all applicable laws and regulations. We ensure that we, and any third-party providers affiliated with us, strictly adhere to these laws, including those regarding non-discrimination and equality. We neither participate in nor condone discriminatory practices based on race, color, religion, gender, disability, familial status, nationality, or any other legally protected class or group.

Please consult with your legal advisor or representative to fully understand the implications of our User Agreement.

## **11. Limitation of Liability.**

In no event shall Nexloq, its employees, agents, affiliates, directors, officers, representatives, subcontractors, advisors, or anyone else who has been involved in the creation, production, or delivery of the site (collectively "Nexloq and its Affiliates") be liable for any damages whatsoever, including without limitation direct, indirect, incidental, special, consequential or exemplary damages, damages or loss of products, loss of revenue, loss of data, business interruption, use of data or other intangible losses resulting from the use of any of the site or any linked site, or inability to use the site, services, or software.

You understand and agree that your use of the site and app is predicated upon your waiver of any right to sue Nexloq and its Affiliates directly or to participate in any class action suit for any losses or damages resulting from your use of the site or services. This applies unless and except as, but only in accordance with, any separate, written services agreement that you have with us.

You understand and agree that Nexloq and its Affiliates will not be liable for any damages caused by any failure of performance, error, omission, interruption, defect, delay in

operation of transmission, computer virus, or equipment or network failure whatsoever, and that you have been advised of the possibility of such damages.

Nexloq neither warrants nor represents that your use of the services, content, software or any other materials displayed on the site will not infringe rights of third parties. Nexloq disclaims any warranties, express or implied, to the maximum extent permitted by law.

This limitation of liability is governed by the laws of Germany and is a fundamental element of the basis of the agreement between Nexloq and you. Nexloq and its Affiliates would not provide the site and services without such limitations. Notwithstanding the foregoing, nothing in this section shall exclude or limit either party's liability for any matter for which it would be illegal for that party to exclude or limit, or attempt to exclude or limit, its liability.

You are encouraged to seek legal advice and make sure you understand all aspects of this agreement, especially your acknowledgments and waivers within this Limitation of Liability clause.

## **12. Resolution of Disputes**

This section lays out how we'll resolve disputes that might arise between us. Please read this section carefully as it provides important information about your legal rights and obligations.

**Governing Law:** This User Agreement (UA) and any disputes or claims arising from it will be governed by and construed in accordance with the laws of Germany, regardless of your location. This means that by using the Nexloq services, you agree that German law will apply to any disputes or claims against Nexloq.

**Informal Resolution:** Before filing a claim, we encourage you to contact our customer service center to seek a resolution. We'll attempt to resolve the issue informally by contacting you through email.

**Jurisdiction:** In the event that a dispute arises from or relates to this UA or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute via mediation administered by a German mediator under its rules, before resorting to formal litigation. You and Nexloq agree to submit to the personal jurisdiction of the state and federal courts located within Germany for the purpose of resolving all such claims or disputes.

**Class Action Waiver:** Both parties agree to resolve any disputes on an individual basis. This means that both you and Nexloq agree to bring any dispute in our individual capacities, and not as plaintiffs or class members in any purported class or representative proceeding.

**Changes to this Section:** Nexloq will provide 7 days' notice of any changes to this section by posting on the Nexloq site. Changes will become effective on the 7th day, and will apply to all claims that arise after that point. Your continued use of our services after the changes become effective means you agree to the new terms.

By agreeing to these terms, you're acknowledging that you've read and understood this Resolution of Disputes section and are agreeing to its terms voluntarily.

### **13. Termination**

A. User Termination: You may terminate this User Agreement at any time by deleting your account and ceasing all use of the Nexloq services. Upon your account deletion, all your user data and materials associated with your account will be earmarked for deletion. Please note that due to system constraints and data protection procedures, your data may continue to exist in our backup systems for up to twelve (12) months following the deletion of your account. After this period, your data will be permanently deleted, and can't be recovered.

B. Nexloq Termination: Nexloq reserves the right to terminate this User Agreement, your account, and your access to the Nexloq services at any time and for any reason, at our sole discretion, without prior notice. In such cases, your data will be treated as if you had deleted your account, as outlined above.

C. Survival: Notwithstanding the termination of this User Agreement, the terms that by their nature may survive termination shall remain in effect, including, but not limited to, the sections on Indemnification, Limitation of Liability, and Governing Law and Dispute Resolution.

D. Effect of Termination: Upon termination of this User Agreement, you must cease all use of the Nexloq services and destroy all copies of Nexloq materials and data that you have downloaded or otherwise obtained. Any rights and licenses granted to you under this User Agreement shall cease immediately upon termination.

### **14. Indemnification**

You agree to indemnify, defend, and hold harmless Nexloq UG, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from: (1) your violation or breach of any terms under this User Agreement; (2) your violation of any rights of any third party, including but not limited to any infringement of copyright or proprietary rights; (3) your use of the Nexloq UG services, software, or the Site; or (4) any content you provide to Nexloq UG. Nexloq UG reserves the right to control the defense of any matter for which we are entitled to indemnification. You agree to provide your full cooperation as Nexloq UG may reasonably request.

### **15. International Use**

Nexloq UG's app and website are controlled and managed from Germany, but accessible globally. If you're using our services outside Germany, you must comply with your local laws. This includes regulations about online conduct, content, and data export. Ensure you are not in, or a resident of, a country where software export is restricted by the European Union. You also certify that you are not on any of the European Union's lists of prohibited end users."

### **16. Assignment**

You may not assign, sublicense, or otherwise transfer any right or obligation set forth in this User Agreement without our prior written consent. Any purported assignment in violation of the preceding sentence is void and of no effect. We may assign our rights under this User Agreement to another party, but in the event that we assign our

obligations, we will notify you in advance. These terms and conditions in this User Agreement are binding upon the parties' respective successors and permitted assigns.

## **17. Contact Nexloq**

If you have any questions about the app or this User Agreement, you may contact us via e-mail at [info@nexloq.com](mailto:info@nexloq.com). We are always glad to hear your questions and comments.

## **18. Entire Agreement**

This User Agreement, along with any related technical specifications, security procedures, rules of access, and any other terms and conditions set forth by us from time to time as posted on the app or Site, or through other means that we publish to you, including any separate written Services Agreement between you and us, constitute the entire agreement between us and you in connection with your use of the app, hyperlinks to the Site and the content and software displayed on the app, and supersedes any prior agreements between us and you regarding such matters, including prior versions of this User Agreement. We may update this User Agreement from time to time by posting revised versions of it on the website, without notice to you except that the effective date at the top of this User Agreement will change and your subsequent use of the app is governed by that new User Agreement, and constitutes your acceptance of the changed terms. Nothing in these Terms may be construed to create or confer any rights on third party beneficiaries.

*Nexloq UG, 30.06.2023*