



## "STUDIESIN" TERMS AND CONDITIONS OF USE



*JANUARY 2024*

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### 1 PRIOR INFORMATION

These Terms and Conditions of Use (hereinafter, the "Terms and Conditions") regulate the use of the services offered by Studiesin Technologies, S.L. (hereinafter, "STUDIESIN") through its website. [www.studiesin.com](http://www.studiesin.com) (hereinafter, the "Website").

STUDIESIN data are as follows:

- **Company name:** Studiesin Technologies, S.L.
- **Address:** Carrer de Ramón Turró, 169, A, 08005 Barcelona, Spain.
- **Tax Identification Number N.I.F.:** B-67491233
- **Contact email:** [hola@studiesin.com](mailto:hola@studiesin.com)

These Terms and Conditions define the rights and obligations of STUDIESIN and its users in relation to the educational counselling and admissions management services provided. Acceptance of these Terms is a prerequisite for use of the services and resources provided by STUDIESIN.

### 2 ACCEPTANCE OF THE TERMS AND CONDITIONS AND ACCESS TO THE WEBSITE

By using the services of the Website, the user accepts these Terms and Conditions, which define the rights and obligations of the STUDIESIN Website. These are the only Terms and Conditions applicable to the use of the Website (without prejudice to the fact that for certain services there may be specific conditions) and to the placing of orders through the Website and replace any other conditions.

We call "**Users**" of the Website any person who registers with or uses the Website. Any person may register with or use the Website provided that they agree to the Terms and Conditions together with all other policies and principles governing the Platform as set out below.

The Services provided on this Website are governed by: **(i)** these Terms and Conditions; **(ii)** Special Conditions that may be published on the Website; **(iii)** applicable laws, industry regulations and general standards and practices.

### 3 ACCEPTANCE OF THE SPECIAL CONDITIONS

Access to certain content and the use of the services may be subject to certain special conditions, which, as the case may be, will replace, complete and/or modify these Terms and Conditions and, in the event of contradiction, the terms of the special conditions will prevail over the General Conditions.

Before using and/or requesting these specific services offered through the STUDIESIN Web Site, Users should carefully read the specific conditions created, where appropriate, for this purpose by STUDIESIN. The use, reservation and/or request for these specific services implies acceptance of the specific conditions that regulate them in the version published by STUDIESIN at the time of such use, reservation and/or contracting through the Web Site.

#### **4 OBJECT**

This website, created and maintained by STUDIESIN, has as its main objective the provision of educational counselling and admissions support services for international students interested in higher education programmes and language courses in Spain.

STUDIESIN is committed to offering a range of services that facilitate the adaptation and access of students to educational institutions in Spain. This includes, but is not limited to, assistance in applying to educational programmes, advice on obtaining visas, registration at the town hall, processing residence permits and other related services that are characterised by their efficiency and personalised guidance.

Users of the Website may select and request the services that STUDIESIN offers, which are detailed on the platform. The purpose of these Terms and Conditions is to regulate the provision of such services to users, ensuring a clear and transparent process.

#### **5 CUSTOMER SERVICE**

The STUDIESIN Web Site offers the User the possibility of contacting the Customer Service Department for any query, doubt or question related to the services offered or these Terms and Conditions.

In order to facilitate direct and efficient communication, STUDIESIN provides users with the following contact method:

- **Email Address:** [hola@studiesin.com](mailto:hola@studiesin.com)

Through this channel, users can ask questions, solve problems, or discuss any aspect related to the educational counselling and admissions management services provided by STUDIESIN. STUDIESIN Customer Service is committed to offering personalised attention, ensuring an appropriate and timely response to queries raised.

This communication system guarantees compliance with current legal regulations, protecting users' personal information and observing applicable privacy and e-commerce laws.

## **6 USER ACCOUNT**

The Website offers Users the possibility of creating an account through an online form that must be completed with the required data.

In this regard, the User shall be responsible for the use of his/her User account.

Users must provide accurate, truthful, up-to-date, and complete information, as requested in the registration area of the Website. Among other things, Users must indicate their contact details (name, surname, product delivery address, telephone number, e-mail address, method of payment, etc.) on the registration application form.

In this regard, in relation to the account that the User creates on the Website, the User shall be fully responsible for its management and use.

Consequently, the User is responsible for the proper custody and confidentiality of the username and/or passwords that allow him/her to access his/her account and undertakes not to cede their use to third parties, whether temporary or permanent, nor to allow access to them to third parties.

By virtue of the above, the user must immediately notify STUDIESIN via email [hola@studiesin.com](mailto:hola@studiesin.com) of any misuse of their contact details (username and/or password, etc.), due to circumstances such as theft, loss or unauthorised access to them, so that STUDIESIN can proceed to their cancellation or blocking and/or disabling as soon as it becomes aware of the misuse of their user account.

Until such events are reported, STUDIESIN shall be exempt from any liability that may arise from the misuse of usernames or passwords by unauthorised third parties.

## **7 WEBSITE USAGE**

Users agree to make lawful, diligent, honest, and correct use of any information or content accessed through the Website and all under the principles of good faith and respecting at all times the law and these Terms and Conditions.

STUDIESIN reserves the right to terminate the membership of those users who are misusing their account, carrying out fraudulent acts or acts that harm or could harm STUDIESIN.

If STUDIESIN detects any anomaly or there are reasonable grounds that a User is carrying out any fraudulent acts that contravene good faith and these Terms and Conditions, STUDIESIN reserves the right to terminate the User, including all those Users who have

benefited directly or indirectly from such actions, and may also exercise all legal actions that may apply. In this regard, STUDIESIN declares that it has enabled the appropriate mechanisms to detect any possible fraudulent, anomalous, or fraudulent action that seeks to alter the general conditions of use of the account by users.

STUDIESIN reserves the right not to grant an account when it has reasonable grounds to believe that a user has violated these Terms and Conditions.

## 8 GENERAL TERMS OF PAYMENT AND REFUND POLICY

### 8.1 General Terms of Payment

- **Services fee:** The fee for each service offered by STUDIESIN will be clearly outlined in an individual purchase order. This fee includes all charges related to the service and may be subject to taxes as applicable under law. The detailed breakdown on the purchase order itself will provide transparency regarding any additional fees or charges.
- **Payment Term:** Payment for services must be completed through Stripe, a secure online payment platform, prior to the commencement of the service. The purchase order will specify the timeline and conditions for payment, ensuring clarity and agreement on the payment schedule.
- **Payment Method:** In accordance with the contract terms, full payment is required in advance. This policy is consistent across all services offered by STUDIESIN, ensuring a streamlined and straightforward financial transaction.
- **Additional Payment Scenario for Language and Foundation Programs:** In instances where students pay tuition fees for language and foundation programs directly to STUDIESIN, the payment process will differ. In these cases, students are required to transfer the fees via bank transfer. STUDIESIN will then forward the payments to the respective educational institution.

### 8.2 Refund Policy

STUDIESIN does not offer refunds for its services. This is in line with our commitment to providing high-quality, reliable services from the outset.

The only exception to our no-refund policy is for visa-related services. In cases of visa application rejection, STUDIESIN will offer a 50% refund. This refund is contingent upon the client adhering strictly to all guidelines and instructions provided by STUDIESIN and any involved third-party providers. The client must provide a formal visa rejection letter as proof of the unsuccessful application. The decision to grant a refund remains at the

sole discretion of STUDIESIN. If a refund is approved, it will be processed and issued within four weeks from the date of the refund request confirmation.

Separate Purchase Order: Each service contracted with STUDIESIN is to be clearly detailed in a separate purchase order. This document will include comprehensive information about the service fee, specific terms of payment, and any other pertinent financial details. The purpose of this individualized documentation is to guarantee complete transparency and understanding of the financial commitments between STUDIESIN and the client.

## 9 PRODUCTS AND THEIR CONDITIONS

STUDIESIN provides a diverse range of counselling and management services for international students seeking access to educational programmes in Spain. Each service is detailed below along with its specific conditions.

### 1. Counselling for Educational Applications

- **Description:** Personalised assistance in the application process to universities and educational programmes in Spain. This includes assessment of student eligibility, programme recommendations and assistance in the preparation of the required documentation.
- **Conditions:** The user must provide accurate information about their academic history and preferences. STUDIESIN does not guarantee admission to a specific programme but undertakes to provide expert advice and viable options based on the student's profile.

### 2. Visa management

- **Description:** Guidance and support in the process of applying for a visa to study in Spain, including the preparation of documents and monitoring of the application.
- **Conditions:** The service does not guarantee visa approval, as this is dependent on the consular authorities. In the event of visa refusal, the specific refund policy outlined in the service details will apply. This visa application process will be conducted through a subcontracting arrangement with the lawyers of STUDIESIN, who possess the necessary expertise and knowledge to handle these cases. However, the final decision lies with the consular authorities, and STUDIESIN along with its subcontracted lawyers cannot influence the outcome of the application.

### 3. Municipal Registration and Residence Permits

- **Description:** Assistance with the procedures for census registration (registration at the town hall) and obtaining NIE/TIE (Foreign Identity Number/Foreigner's Identity Card).

- **Conditions:** STUDIESIN will facilitate the process of municipal registration and obtaining the NIE/TIE. However, the success of these applications will depend on the user's compliance with all legal requirements and the provision of necessary documentation. It's important to note that while STUDIESIN will provide assistance, it is ultimately the responsibility of the user to ensure that all criteria and documentation requirements are met.

This service is delivered through a third-party collaboration with our law firm. The law firm specializes in these procedures and will work in conjunction with STUDIESIN to provide the most effective support. Despite this professional assistance, the outcome of the process is subject to the decisions of the relevant municipal and immigration authorities.

#### 4. Advice on Accommodation and Health Insurance

- **Description** This service offers guidance in finding suitable accommodation and assistance in arranging health insurance that meets visa requirements. It is designed to provide users with the necessary information and resources to make informed decisions about their accommodation and health insurance needs while studying abroad.
- **Condition:** STUDIESIN will provide access to a network of partners and discount codes to assist in the search for accommodation and health insurance. However, it is important to note that STUDIESIN does not actively participate in this process by sending handpicked options to the students. The responsibility for researching, selecting, and entering into contractual agreements for accommodation and health insurance lies solely with the user. STUDIESIN's role is to provide options and recommendations, but the final decision and agreement are the user's responsibility.

Users are encouraged to utilize the resources provided by STUDIESIN, including access to our partner network and any available discount codes, to facilitate their search. However, the ultimate responsibility for researching and selecting accommodation and health insurance options rests with the user. This approach ensures that users have the freedom and flexibility to choose options that best suit their individual needs and preferences

#### 5. Customised Service Packages

- **Description:** Combination of various STUDIESIN services, tailor-made according to the student's needs, such as combinations of educational counselling, visa management and accommodation assistance.
- **Condition:** Specific conditions and costs will depend on the services selected in the customised package.

STUDIESIN's commitments:

- **Quality and Transparency:** Commitment to provide high quality services, with transparency in conditions and expectations.
- **Privacy and Data Security:** Guarantee of confidentiality and security in the handling of users' personal information.

Refund and Cancellation Policy:

- A specific refund policy is established for each service, which is detailed at the time of contracting.
- Cancellations may be subject to charges depending on the nature of the service and the notice period provided.

## 10 LIABILITY DISCLAIMER

### 10.1 User Responsibility for the Information Accuracy

STUDIESIN emphasizes the importance of the accuracy and truthfulness of the information provided by users in the registration process and during the use of the services. Users are responsible for ensuring that all data provided to STUDIESIN, whether in the registration process, request for services or in any other interaction, is accurate, complete, and up to date. This includes, but is not limited to, personal information, academic background, and documents necessary for the management of services such as educational applications and visa procedures.

### 10.2 Misinformation consequences

If a user provides false, inaccurate or incomplete data, STUDIESIN will not assume responsibility for the consequences that this may entail. This may include, without limitation, the non-provision or inadequate provision of the services requested. STUDIESIN reserves the right to suspend or terminate the user's account and any ongoing services if it detects or suspects the provision of false or misleading data.

### 10.3 Improper use of the services

STUDIESIN services are designed to be used in a legitimate and ethical manner. Improper use of the services, including but not limited to fraudulent manipulations, abuse of the resources provided, or actions that contravene applicable laws, will not be tolerated. STUDIESIN shall not be liable for any damage, loss or harm resulting from the improper use of its services by users. In such cases, STUDIESIN reserves the right to take appropriate legal action and/or suspend or cancel the services provided to the user involved.

### 10.4 Exclusion of Liability for Actions of Third Parties

STUDIESIN also declares its exemption from liability for any misuse or manipulation of user information by unauthorised third parties. While STUDIESIN is committed to



protecting the privacy and security of user data, it cannot guarantee complete immunity from unauthorised access or use by third parties. In such events, STUDIESIN will work with users to mitigate the effects and take appropriate measures to prevent future occurrences.

#### **10.5 Product and services information on STUDIESIN**

The information included on the Website in the Product descriptions is for information purposes only.

STUDIESIN undertakes to take all measures within its power to correct any errors or omissions as soon as possible after having been informed of them.

### **11 INTELLECTUAL PROPERTY**

All rights to the content, design and source code of this Web Site and, in particular, including but not limited to, all rights to photographs, images, text, logos, designs, trademarks, trade names, data included on the Web Site and any other intellectual and industrial property rights are owned by STUDIESIN, or third parties who have expressly authorized STUDIESIN for the use thereof on its Web Site.

Therefore, and by virtue of the provisions of the Real Decreto Legislativo 1/1996 of 12 April, which approves the revised text of the Intellectual Property Law, regularizing, clarifying and harmonizing the existing laws on the subject, as well as Law 17/2001 of 7 December on Trademarks and complementary legislation on intellectual and industrial property, it is expressly forbidden to reproduce, transmit, adapt, translate, distribute, publicly communicate, including making available, all or part of the contents of the Website, in any medium and by any technical means, unless expressly authorised in writing by STUDIESIN.

STUDIESIN does not grant any license or authorization of use of any kind on its intellectual and industrial property rights or any other property or right related to the Website, and in no case shall it be understood that access and browsing by Users implies a waiver, transfer, license or total or partial transfer of such rights by STUDIESIN.

Any use of such content not previously authorised by STUDIESIN will be considered a serious breach of intellectual or industrial property rights and will give rise to the legally established responsibilities.

### **12 DATA PROTECTION**

STUDIESIN undertakes to process the personal data of its Users in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of

27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (**GDPR**) and Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights (**LOPDGDD**).

In this regard, Users are informed that, in terms of privacy and protection of their personal data, they may exercise the following rights:

- (i) **Access** their personal data;
- (ii) request the **rectification** of any inaccurate data;
- (iii) request the **suppression** of their data;
- (iv) request that the processing of their data be **restricted**;
- (v) **oppose** to the processing of their data;
- (vi) exercise their **right to be forgotten**; and
- (vii) request the **portability** of their data.

Likewise, Users shall have the right not to be subject to decisions based solely on automated data processing.

The user may exercise all these rights by sending an e-mail to [dpo@studiesin.com](mailto:dpo@studiesin.com) stating the reason for their request and providing a copy of their National Identity Card.

If you would like more information about STUDIESIN's privacy policy, please visit the following link: <https://studiesin.com/privacy-policy>.

### **13 MODIFICATIONS**

The information appearing on this Website is current as of the date of its last update. STUDIESIN reserves the right to update, modify or delete information on this Website, as well as these Terms and Conditions, the privacy policy, or any other information.

The entry into force of the modifications to the terms and conditions will take place from the moment of their publication on this Web Site.

### **14 NULLITY AND EFFECTIVENESS OF CLAUSES**

All clauses or terms of these Terms and Conditions must be interpreted independently and autonomously, and the rest of the stipulations shall not be affected in the event that one of them has been declared null and void by a court ruling or final arbitration decision. The affected clause or clauses shall be replaced by another or others that preserve the effects pursued by the Terms and Conditions.

### **15 LANGUAGE**

STUDIESIN may translate these Terms and Conditions or any other policy that may be published on the Platform. The English version shall prevail in case of conflict with other translations.

## **16 RIGHT OF EXCLUSION**

STUDIESIN reserves the right to deny or withdraw access to the portal and/or the services offered without prior notice, at its own request or at the request of a third party, to those users who do not comply with these Terms and Conditions.

## **17 EXTRAJUDICIAL DISPUTE RESOLUTION**

For the resolution of any discrepancy, question or claim arising directly or indirectly from the interpretation or execution of these Terms and Conditions, the parties waive any jurisdiction that may correspond to them and submit to the jurisdiction of the Courts and Tribunals of the city of the User's domicile.

Pursuant to the provisions of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on the resolution of online consumer disputes, STUDIESIN informs you that, in the event of a dispute, Users residing in the European Union may use the "Online Dispute Resolution Platform" developed by the European Commission, in order to attempt to resolve out of court any dispute arising from the provision of services by STUDIESIN.

The Customer User can access the "Online Platform for Dispute Resolution" via the following link: <http://ec.europa.eu/consumers/odr/>