

TERMS AND CONDITIONS

General Terms and Conditions of CanadaCIS.org U.S. Green Card Services - BGTECH EOOD

1. GENERAL

- 1.1. The general terms and conditions between <https://www.canadacis.org/green-card-program/> provided by BGTECH EOOD with registration and business address: 53-55 Totleben Blvd. Sofia, 1606 Bulgaria (hereafter “we” and/or “us” and/or “Company”) and the customer are immediately effective at the time that the respective contract for the participation in the Green Card Lottery is concluded.
- 1.2. Only individual orders concluded and agreed upon separately are valid for the consultation and processing of any US-Visa outside of the Green Card Lottery. We will gladly send you this separately before the contract is concluded.
- 1.3. This General Terms and Conditions applies only to the services related to the U.S. Diversity Immigrant Visa program, also known as the green card lottery, provided and marketed as Basic, Premium, and VIP Service Packages and/or any other service in this regard.
- 1.4. Terms and conditions of the customer which are contrary to or deviate from these general terms and conditions are not recognized unless we have explicitly agreed to their validity in writing. Our general terms and conditions also apply when we unconditionally carry out the service despite being aware of the customer’s terms that are contrary and deviating from our terms of business.

2. TERMS FOR PARTICIPATING IN THE U.S. DIVERSITY IMMIGRANT VISA PROGRAM (GREEN CARD LOTTERY)

2.1. Conclusion of the Contract

- 2.1.1. Our described service offer in newspapers, the internet, etc. does not constitute a legally binding offer. The customer enters into a legally binding contract with the submission of the application to participate in the Green Card Lottery digitally over the website <https://form.jotform.com/202532446947459>
- 2.1.2. Your order will be executed after you fill in your personal data and click on the “Submit Application” button. During the ordering process, the customer can correct their data at any time by clicking on the “back” button. As long as the customer has not clicked on the “Submit Application” button after filling in the application, the customer can quit the entire application process at any time or save the draft version by clicking the “Save” button.
- 2.1.3. When the customer submits their application, they will immediately receive an e-mail from us confirming the submission of their application. This receipt of order is sent to confirm that the order has been submitted to us and it is not a binding acceptance of the order.
- 2.1.4. A contract is only concluded when the order is confirmed by us in text form or when the application form is processed. The order confirmation can be comparable with the receipt of order. When applying online, the contractual text will be saved by us.

2.2. Cancellation Policy

- 2.2.1. No cancellation policy shall apply to customers that have agreed and accepted these Terms & Conditions.

2.3. Scope of Service

- 2.3.1. We provide the customer with guaranteed participation in the official United States Green Card Lottery. In case the customer wins, we provide consultation during the application process until the customer receives their Green Card. We are not liable for granting the customer an immigration visa or a Green Card. The United States immigration authorities are the sole authority responsible for granting visas and making this decision.
- 2.3.2. The data the customer shares with us will be submitted on-time in the appropriate form to the US-authorities responsible for the Diversity Visa as stipulated. If the customer does not send their data to us in a digital form, we will scan their application into the relevant digital form and if necessary, photos will also be uploaded into the correct format. Insofar as we receive receipt of submission or access to the application as well as the results of the Green Card Lottery from the responsible US-authorities, we will contact the customer with this information.
- 2.3.3. The scope of our services depends on the service package selected at the time: Basic, Premium or VIP. All service packages provide customers with guaranteed participation in the official United States Green Card Lottery as well as further advising in case the customer wins.
- 2.3.4. We explicitly point out that it is only possible to participate in the current Green Card Lottery if the customer sends us all the required documents and complete data before the deadline ends as requested. If the customer is not able to participate in the current lottery because of a failure to meet these deadlines, the customer's application will be submitted in the next year's lottery.
- 2.3.5. If it is not possible to submit your application to participate in the lottery to the responsible United States authorities due to unforeseeable circumstances or a force outside of our control – like war, embargo, breakdown of (electronic) communication lines, technological limitations, a change in the relevant laws or the way in which applications are submitted for the Green Card Lottery in the current year – both parties have the right to withdraw from the contract. In the case of contract rescission, the customer is obliged to pay a 99€ processing fee for any incurred expenses. Both parties in the contract have the right to provide evidence of lower or higher expenses.

2.4. Obligations of the Customer

- 2.4.1. The customer is required to provide us with all the necessary information and materials (e.g. photos) in the form and quality requested by us before the deadline in order to participate in the official Green Card Lottery. During the ordering process, customers will be informed of the current deadline for the submission of all data to us.

- 2.4.2. The customer is required to provide us with accurate data and promptly inform us of any changes. The customer is not authorized to apply multiple times with different names or addresses. We will not check the information given to us by the customer for content-related veracity.
- 2.4.3. The customer transfers us all rights of use for submitted photos and assures us that the rights do not infringe on the rights of third parties (e.g. copyright laws). Should a third-party assert a user infringement claim because of the unauthorized use of a photo, the customer is required to indemnify us from third-party claims in this respect. The obligations of the customer under the indemnity clause requires them to cover the full legal defense costs (e.g. court and lawyer expenses) for us.
- 2.4.4. We explicitly point out that customers who win and accept their win must submit additional forms to the United States authorities on time to apply for the Green Card. We explicitly point out that winners must have their interview with the United States authorities before September 30th of the year following the announcement of the win, otherwise the winner's entitlement to a Green Card expires. The customer is also obligated to support us by collecting and sending us all the necessary forms and paperwork orderly and on-time for the process of the application.
- 2.4.5. If the customer violates these obligations, we reserve the right to withdraw from the contract and/or claim compensation because of a breach of contract.

2.5. Prices

- 2.5.1. The prices are final and represent gross payments. The prices include the statutory value-added tax and all incidental costs that accrue within the scope of our service provisions. The prices include the costs of participating in the Green Card Lottery as well as the further consultation provided for winners.
- 2.5.2. Not included in the price are services that go beyond our general consultation services for winners: for example, our voluntary and non-compulsory Premium Consultation Service for winners. Furthermore, costs accrued from third-party services associated with the application process for customers who win: for example, translation fees for accompanying documents, fees required by the responsible United States authorities, fees for notarized documents, etc. are also not included.
- 2.5.3. Exclusive offers for each individual service package will be displayed as such on our website, in newspapers, etc.

2.6. Payment

- 2.6.1. The service fee is due in full without deduction as soon as the participation application is processed.
- 2.6.2. The customer can choose from a list of payment methods which are offered at the time of ordering.
- 2.6.3. We reserve the right to hold back services until the payment is made in full.
- 2.6.4. The customer is only entitled to compensation provided that their counterclaims, which are not in dispute and are legally enforceable, are recognized by us.

Additionally, the customer is allowed to exercise their right of retention provided that their counterclaim is based on the same contractual relationship.

- 2.6.5. If the customer requests that a payment be made with a credit card and the order is or becomes invalid, the customer is required to first wait two weeks after sending a request for reimbursement in textual form to us before arranging a chargeback. If the customer fails to meet these requirements, they will be required to pay the costs accrued for the chargeback by the credit institute concerned.

2.7. Limitations of Liability

- 2.7.1. We assume unlimited liability for the fraudulent concealment of defects, a breach in the quality guarantee, claims under the Product Liability Act, the injury of life, limb or health as well as damage caused by intentional or gross negligence.
- 2.7.2. For other damages, we are only liable for those which breach contractual obligations and from these only those which were typically foreseeable at the time the contract was concluded.
- 2.7.3. Further claims by the customer – regardless of the legal basis – are excluded. We are especially not liable for lost profits or other financial damages of the customer.\
- 2.7.4. We are only liable for proprietary content on our website www.canadacis.org and <https://form.jotform.com/202532446947459>. We are not responsible for and have no influence on the content hosted on websites to which we provide access via links on our own website. We do not adopt external content as our own. This claim applies to all links featured on our website and to all content on the websites to which the links lead. Should we become aware of any illegal content hosted on such an external site, we will immediately block access to this site.
- 2.7.5. In the case that our contractual liability is excluded or limited, this also applies equally to the liability of our legal representatives and agents.
- 2.7.6. The measures taken by the United States authorities lie beyond our sphere of influence, so we cannot be held liable for their actions and omissions. This especially includes the failure of the US-authorities to schedule an appointment with the immigration authorities responsible for granting Green Cards and leads to the customer losing their claim to have a Green Card issued to them.

2.8. Data Protection

- 2.8.1. We are committed to protecting the data and safeguarding the privacy of all persons that use our services. Your personal data will be handled in confidence. We adhere to the principles of data economy and data avoidance which means that we only collect and store data strictly essential for processing your order and keeping contact with you, provided you have given your consent.
- 2.8.2. The data received by the customer will be handled and used first and foremost for processing the application for the Green Card Lottery. We do not give your data to a third-party. An exception to this are the United States authorities responsible for the Green Card Lottery Program. Data is only shared with them inasmuch as this is necessary to participate in the lottery. We explicitly point out that the responsible

United States authorities are not subject to the strict data protection policy of the European Union.

- 2.8.3. To the extent that it is legally admissible, we are furthermore entitled to collect, process and give your data to a third party for our own marketing purposes. The customer has the right to object or withdraw their consent for the collection, use and transfer of their data at any time by notifying us. After receiving the objection or withdrawal of consent, we will not use, process or transfer the data concerned for marketing purposes.
- 2.8.4. The customer is entitled at any time to obtain information free of charge about their stored personal data as well as the right to correct, suspend or delete these data at any time. To that end, if you should have any questions regarding your personal data, you can contact us at any time at info@canadacis.org or reach us on our service hotline +1-647-490-6993
- 2.8.5. Further information about the type, scope, location and purpose of the collection, use and transfer of personal data can be found in our data protection policy.

2.9. Customer Service

- 2.9.1. We are gladly available for customer questions and complaints under the following email address and telephone number: Telephone: +1-647-490-6993, E-Mail: info@canadacis.com

2.10. Final Clauses

- 2.10.1. All disputes that may arise between the parties in respect to this contractual relationship and/or its implementation and/or in respect to the Company shall be deliberated before an accepted single on-line Bulgarian arbitrator. The Company shall have the right to bring legal procedures against the customer, in order to collect funds owed by the customer to the Company or to protect its reputation, good name, Intellectual property or confidentiality rights, in the applicable courts at the customer's jurisdiction and governing law there.
- 2.10.2. If individual terms of the contract become fully or partially voided, the remaining terms of the contract will remain effective. If the contract becomes fully or partially voided, both parties in the contract agree to substitute the voided term with one that is as legally effective and economically and textually similar. The same applies if there are omissions in the contract.