

## Privacy Policy

By providing your personal data on this order/contact form, you are transmitting this data to us. In principle, you determine the scope and nature of the data thus transmitted by providing the data yourself. Before you hand over or send us the form, we would like to inform you about the collection, processing and use of the data.

The data transmitted by the contact form will initially be used by us to send you further information about our services. This may be a pre-contractual measure if you decide to commission our services. The data will then also be used by us to fulfill the contract.

If you provide your email address, we may use it to send you further information about our services by email in the future (newsletter). For this purpose, we store the email address until you unsubscribe from the newsletter or we discontinue this service.

A passing on of the data transmitted by the contact form takes place - as far as necessary - to the service providers commissioned by us, these are an IT service provider (who stores the data for us) and a service provider for making appointments.

In the case of an assignment via the form, we may pass the data on to other service providers (e.g. a translation agency, an online messenger service) and forward it to the selected universities and - if this is necessary for an application for a university - also to the relevant state authorities. After admission to a university, we forward the data to our local service providers so that support can be provided at the place of study. The data is passed on to these third parties solely for the purpose of fulfilling the contract.

The transfer of data is not required by law or contract, nor is there any other obligation to do so. However, the transfer is necessary for the fulfillment of the contract by us, so that we cannot offer our services without the transfer.

The legal basis for the collection, processing and use of the data required for fulfilling the contract or for the implementation of pre-contractual measures is Art. 6 para. 1 lit. b) GDPR. For the use of the data for the purpose of further information, the legal basis is Art. 6 para. 1 lit. f) GDPR.

The data processed by us to the aforementioned extent will be deleted after the purpose intended by the processing in each case has been achieved, but not before the expiry of a statutory retention period. Insofar as the data is required for the conclusion of a contract, the fulfillment of the contract and/or the termination of the contract, it will be stored for the time necessary for this in each case and deleted after termination of the contractual relationship, unless there are contractual and/or legal obligations to store the data.

According to the DSGVO or the BDSG, those affected by the data processing have a right to information (Art. 15 DSGVO) about the data collected from them, can request confirmation about the data processing and provision of a copy of the data, as well as a right of complaint to the competent supervisory authority (Art. 77 DSGVO). You have a right to rectification (Art. 16 DSGVO), which may also lie in the completion of the data. You have a right to erasure („being forgotten“) (Art. 17 DSGVO) and a right to restriction of processing (Art. 18 DSGVO) as well as a right to data portability (Art. 20 DSGVO). Data subjects have a right to object (Art. 21 DSGVO) to future processing of data and the restrictions on automated decisions in individual cases, including profiling (Art. 22 DSGVO), apply.

## Cancellation Policy

You are entitled to a right of withdrawal for contracts concluded outside business premises and for distance contracts. However, this right of revocation does not apply if you commission us after prior personal consultation, e.g. at an information day.

## Right of Withdrawal

You have the right to revoke this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day of the conclusion of the contract. To exercise your right of revocation, you must send us, CEGOM GmbH, Ostertorwall 12, 31785 Hameln, Germany, Fax: +49(0)5151-60969-1358, email: [apply@medical-studies-advisory.com](mailto:apply@medical-studies-advisory.com) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to revoke this contract. You can use the attached sample withdrawal form for this purpose, but it is not mandatory. In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

## Consequences of the Revocation

If you revoke this contract, we shall reimburse you all payments we have received from you without undue delay and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you have requested that the services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with respect to this contract, compared to the total scope of the services provided for in the contract.

### Sample Cancellation Form

(If you wish to revoke the contract, please complete and return this form).

cegom GmbH  
 Ostertorwall 12  
 31785 Hameln, Germany  
 Fax: +49(0)5151-60969-1358  
 E-mail: [apply@medical-studies-advisory.com](mailto:apply@medical-studies-advisory.com)

I / we (\*) hereby revoke the contract concluded by me / us (\*) for the purchase of the following goods (\*) / the provision of the following service (\*)

Ordered on (\*) / received on (\*)

Name of consumer(s)

Address of consumer(s)

Date

Signature of the consumer(s)  
 (only in case of paper communication)

(\*) Delete where not applicable.

Order form and terms and conditions on the following pages



# Order for MEDICAL STUDIES IN HAMBURG

## University Targu Mures Medical Campus Hamburg

between

**cegom GmbH, Medical-Studies-Advisory (MSA)**  
**International European Student Agency**  
Ostertorwall 12, D-31785 Hameln, Germany

— hereinafter „MSA“ —

and

Name/First name:  \_\_\_\_\_  
Address:  \_\_\_\_\_  
Field of study:  \_\_\_\_\_

— hereinafter „Applicant“ —







### 1. Subject of the Order

The applicant commissions MSA with application optimization, study placement and preparation for the English-language study of human medicine at the UMCH University Targu Mures Medical Campus Hamburg in Germany:

**Yes, in 2022 / 2023 I would like a study place at the UMCH University Targu Mures Medical Campus Hamburg / Germany.**

**Yes, I would like to additionally participate in the preparatory college semester in Hamburg.**

### 2. Placement in Germany

|                    |   |   |
|--------------------|---|---|
| from November 2022 |  <b>Hamburg, Germany,</b><br>College semester<br><br>College semester Course fee: approx. EUR 6.800,-              |    |
| Following:         |   |   |
| year 1 and 2       |  <b>Hamburg,</b><br>Germany<br><br>Tuition fees per semester: EUR 12.500,-   |    |
| year 3 to 6        |  <b>Hamburg, Germany, various</b><br>German teaching hospitals<br><br>Tuition fees per semester:<br>EUR 14.000,- |  <b>Neumarkt a. M.,</b><br>Romania University<br>Hospital<br><br>Tuition fees per semester:<br>EUR 3.000,- |

The subject of the consultation is the applicant's goal of obtaining a place on the above-mentioned course of study at UMCH in Hamburg. This is an English-language study program in Hamburg with practical study parts at German teaching hospitals without, which is divided into individual semesters or study years (consisting of two semesters).

### 3. Hamburg - College Semester

The applicant participates in the college semester at the selected date in Hamburg. The English-language college semester is offered by MSA in conjunction with UMCH. The aim is to work on subjects relevant to the study of Biology, Chemistry and Physics in the case of possible school deficits or a school-leaving certificate from some time ago, as well as targeted training for the admission procedure of the private medical campus. Instruction is provided in the form of the designated curriculum by lecturers and professors from the UMCH in Hamburg, among others.

### 4. Tuition Fees

The tuition fee for the college semester (one semester, including teaching material) is EUR 6,800.00. The tuition fee for the UMCH in Hamburg (12 semesters) is currently EUR 12,500.00 per semester (1st and 2nd year); later EUR 14,000.00 per semester (3rd to 6th year). Admission fee one-time EUR 3,500.00. The tuition fees are subject to adjustment.

\_\_\_\_\_ (Place) \_\_\_\_\_ (Date)

**As parent(s), I/we assume joint responsibility for the obligation to pay the remuneration by way of debt assumption and ensure timely payment:**

### 5. Contingency Fee for the Placement of Students

MSA generally charges a success fee. This means that the applicant must pay MSA the full fee for the study place placement if he/she can be admitted to university studies at UMCH in Hamburg in 2022 or 2023 (with or without attending the college semester). In case of termination at any time, a reduced fee is due. The success fee is EUR 9,880.00 incl. the statutory value added tax, currently 19%. The contract may be cancelled at any time, even without justification. In this case, the applicant pays only a reduced fee; more details are regulated in the General Terms and Conditions (GTC).

### 6. Special Information and Obligations of the Applicant

In addition to the application, the prerequisite for obtaining a study place is that the applicant meets the personal requirements, in particular the general university entrance qualification and successful participation in the admission procedure at UMCH in Hamburg. The applicant is also obliged to cooperate in this process. The application fee at UMCH, Hamburg is currently EUR 450.00 (incl. 19% VAT) (as of 22.02.2022). The applicant is obliged to provide MSA with all information and documents (if necessary notarized) required for the application. The applicant is responsible for his/her own travel, accommodation, meals and insurance coverage. This applies in particular to the locally required health, accident and liability insurance, which the applicant must prove to MSA or the UMCH in Hamburg upon request.

**The General Terms and Conditions overleaf apply.**

**We refer to the enclosed data protection declaration.**

Yes, we have taken note of the information on the right of withdrawal (previous page). We agree and explicitly request that MSA starts the execution of the ordered service before the end of the cancellation period. We are aware that we lose our right of revocation upon complete fulfillment of the contract by MSA. **(please mark with a cross).**

\_\_\_\_\_ (Date of birth of the applicant) \_\_\_\_\_ (Nationality of the applicant)

\_\_\_\_\_ (Signature of the applicant)

\_\_\_\_\_ (Additional: name and signature parents of the applicant)

# General Terms and Conditions

CEGOM - 02/ 2022 (Status: 22.02.2022)

## 1. Subject Matter of the Contract

- a) The applicant commissions CEGOM GmbH (Medical-Studies-Advisory - MSA) with the study and international consulting for a study place at the UMCH University Targu Mures Medical Campus Hamburg.
- b) The subject of the consultancy is also the applicant's goal of obtaining a place on the course of study in human medicine at the UMCH in Hamburg. This is an English-language study program in Hamburg with practical study parts at German teaching hospitals which is divided into individual semesters or study years (consisting of two semesters).
- c) In addition to the application, the prerequisite for obtaining a place on the course is the fulfillment of the personal requirements, in particular general university entrance qualification, health certificate, successful participation in a language test (English) and in the respective admission procedure. CEGOM will organize preparation itself or through third party providers if CEGOM considers this to be appropriate.
- d) The legal advice and representation in university admission law (e.g. university place action) itself is not subject of this contract. It will be provided by a cooperating law firm with which the applicant may conclude a separate mandate agreement.

## 2. Scope of the Services of CEGOM

CEGOM provides the following services to the applicant by way of the service agreement:

- **College semester:** preparation for the study of human medicine in Hamburg with at least 150 teaching hours in one semester (SS from February, WS from November), esp. in Biology, Chemistry, Physics, Terminology, Biochemistry as well as preparation for the admission procedure. The college semester in Hamburg is offered by CEGOM together with the UMCH.
- **College placement:** application support and placement efforts to obtain a place at the UMCH University Targu Mures Medical Campus Hamburg for the start of studies in 2022 or 2023.
- **After admission (voluntary):** support on site abroad; annual supervision to monitor the study abroad in order to avoid mistakes in the course of studies with regard to a possible desired career change.

## 3. Success Fee

- a) If CEGOM acts in an advisory or mediatory capacity in obtaining a study place in the subjects of Medicine, Dentistry or Veterinary Medicine (e.g. by processing the application documents and/or their partial or complete submission to one of the desired universities for the applicant), the applicant will pay a success fee in the amount of 9,880.00 (incl. VAT) as soon as the applicant receives a study place acceptance at one of the desired foreign universities or fulfills the requirements for this. The statutory value added tax is currently 19%.
- b) The success fee is also earned if the applicant does not accept the study place, cannot obtain it due to a lack of cooperation, or leaves it prematurely. The applicant is expressly permitted to prove that the fee in the sense of point 3a) of the General Terms and Conditions has not been incurred at all or that it is significantly lower than the amount claimed.

## 4. Reimbursement of Expenses; Set-Off; Due Date

- a) CEGOM will invoice the applicant for any expenses incurred which are necessary or expedient. These are, for example, costs for translators, certifications, courier services or postage.
- b) CEGOM may request advances with regard to the expected expenses and make further processing dependent on receipt of the advance. Timely payment is part of the applicant's duty to cooperate. In the event of non-payment despite a reminder, CEGOM may terminate the contract.
- c) If, contrary to expectations, the applicant does not obtain a study place despite fulfilling his obligation to cooperate under clause 7 and therefore terminates this contract in accordance with clause 9c), his obligation to reimburse expenses shall also lapse.

## 5. Transparency, Protection of the Applicant's Interests

- a) CEGOM safeguards the interests of the applicant. Third parties may not derive any claims from this contractual relationship.
- b) CEGOM shall inform the applicant of all relevant circumstances by telephone, mail or email. The applicant may inspect the documents relating to his matter at the registered office of CEGOM after making an appointment and paying the contingency fee.

## 6. Liability

CEGOM shall only be liable for intent and gross negligence, unless it concerns damages resulting from injury to life, body or health due to breach of duty by CEGOM, its vicarious agents or its legal representatives or a breach of an essential contractual obligation. Liability for indirect damages, in particular loss of profit, is excluded, unless such damages are due to intentional or grossly negligent breach of duty by CEGOM, its vicarious agents or its legal representatives or due to a breach of an essential contractual obligation. Material contractual obligations are those whose performance characterizes the contract, whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the applicant may regularly rely. In case of negligently caused damage to property and financial loss due to a breach of an essential contractual obligation, the liability of CEGOM is limited to the amount of the damage foreseeable at the time of the conclusion of the contract and typical for the contract. CEGOM is not liable for the success of the study program or the fulfillment of the contract of a mediated university.

## 7. Special Notes and Obligations of the Applicant

- a) In addition to the application, the prerequisite for obtaining a study place is that the applicant meets the personal requirements (in particular general university entrance qualification) and successfully participates in the admission procedure in Hamburg in the first half of 2022 and, if applicable, also in 2023. The applicant is obligated to provide CEGOM with all information and documents (if applicable, notarized, etc.) that are necessary for the application. In this regard, he/she is obliged to cooperate and to be present in person during the admission procedure.
- b) The application fee at UMCH University Targu Mures Medical Campus Hamburg is currently EUR 450.00.

- c) The applicant will inform CEGOM immediately in writing of any changes in his/her address and availability.
- d) **The applicant will inform CEGOM whether and, if so, where he/she has applied to universities abroad himself/herself. In the event of such a parallel application, CEGOM may terminate the contract in accordance with clause 9b) or demand security from the applicant in the form of advance payments, in each case to the amount stated in clause 9b). The applicant is expressly permitted to prove that a possible fee claim for which security is to be provided has not arisen at all or is less than the amount claimed.**

## 8. Duration of the Contract

- a) The contract comes into effect as soon as CEGOM receives the order form signed by the applicant or the applicant's parent(s) by mail, fax or e-mail and accepts the order.
- b) The contract ends when the applicant exercises the right to withdraw from the contract free of charge or terminates the contract. In addition, the contract may end by termination by CEGOM in accordance with clause 9. Cancellation and withdrawal must be in text form as defined by § 126b BGB (e.g. letter or e-mail).
- c) Curriculum and course contents are subject to change. The objective presented as the subject matter of the contract may not be affected by the changes. Dates, rooms and lecturers as well as examinations are subject to adjustment for organizational reasons (e.g. insufficient demand, university teaching obligations of professors) or for other important reasons (e.g. force majeure, illness of lecturers). Force majeure also includes, but is not limited to, labor disputes, accident, earthquake, fire, flood, acts of war, embargo, riots, and other circumstances beyond the reasonable control of CEGOM that prevent it from fulfilling its contractual obligations.
- d) If sufficient enrollment is not achieved, CEGOM may cancel the college semester with one month's notice prior to the first day of classes; if the applicant does not enroll in a binding manner until that time, the notice period will be reduced to five days.
- e) The annual supervision and on-site support according to point 2 can be adjusted in content and scope at any time as a voluntary service of CEGOM. In addition, it can be discontinued with a notice period of 14 days.

## 9. Fair Right of Withdrawal; Notice of Termination

- a) The CEGOM contract may be terminated at any time. If the applicant cancels the contract prior to the admission decision of the university or if CEGOM cancels the contract according to clause 7d), the fee owed by the applicant will be reduced to EUR 3,900.00 (plus 19% VAT) after the order has been placed and the documents have been requested by CEGOM, to EUR 4,900.00 (plus 19% VAT) after the applicant has sent the first documents to CEGOM, to EUR 7,900.00 (plus 19% VAT) and after CEGOM has submitted the first documents to the university or registered for the admission procedure. If all application documents have been submitted to the university by CEGOM or if the applicant has passed an admission test or interview, the fee owed is 75% of the success fee (plus 19% VAT) according to point 3a). If the applicant selects two universities in the CEGOM order and only declares termination with regard to one of the universities, the fee claim with regard to the other university remains valid if admission or the possibility of admission exists there. However, the total fee is limited to the success fee of the higher success fee. For own applications to the universities selected in the CEGOM order, point 9d) also applies in the event of termination. In any case, the applicant will reimburse CEGOM for any expenses incurred (e.g. for translations, certifications) and for any participation in the entrance test. The applicant is expressly permitted to prove that the fee as defined in sentences 2 to 5 has not been incurred at all or that it is significantly lower than the amount claimed.
- b) If the applicant has not obtained a study place at a foreign university with the assistance of CEGOM by 01 Oct. 2025 despite fulfilling his obligation to cooperate under clause 7a) and subsequently terminates the CEGOM contract for this reason, he shall not be required to pay any fee to CEGOM (not even on a pro rata basis). For own applications to the universities selected in the CEGOM order, clause 9d) shall also apply in the event of termination.
- c) If the applicant applies independently or/and by means of another service provider or intermediary to one or more universities selected in the CEGOM order, the following shall apply: If the applicant receives an acceptance at one of these universities, he/she is obligated to pay the contingency fee according to clause 3a) - regardless of any termination according to clause 9b) or 9c). This also applies if the applicant receives the commitment(s) from the university(ies) only after termination of the CEGOM contract. The applicant is obliged to notify CEGOM of the commitment(s) without delay. The applicant is expressly permitted to prove that the fee within the meaning of sentences 1 to 3 was not incurred at all or was substantially lower than the amount claimed.
- d) The right to extraordinary termination for good cause shall remain unaffected. An important reason does not exist, for example, if the applicant loses interest in taking up the course of study or is offered a place at a university not selected on behalf of CEGOM.

## 10. Reference to the Consumer Dispute Resolution Act (VSBG)

CEGOM declares in advance that it is not prepared to participate in dispute resolution proceedings before consumer arbitration boards within the meaning of Section 36 (1) of the German Consumer Dispute Resolution Act (VSBG). This does not affect the possibility of dispute resolution by a consumer arbitration board in the course of or during a specific dispute with the consent of both parties to the contract (§ 37 VSBG).

## 11. Applicable Law / Place of Jurisdiction

German law shall apply to the conclusion and execution of all contracts. However, this shall apply to the applicant only to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the applicant has his habitual residence. The place of jurisdiction for claims of CEGOM against applicants who do not have a general place of jurisdiction in Germany is Hanover.

## 12. Final Provisions

There are currently no ancillary agreements. Subsidiary agreements as well as amendments to this contract must be made in text form. Should one or more provisions of these General Terms and Conditions be invalid, this shall not result in the invalidity of the entire contract. The invalid provision shall be replaced by the applicable statutory provision.