#### **TERMS AND CONDITIONS**

## version MMXXIII.01, adopted March 3, 2023

These terms and conditions are considered a generally valid agreement and govern the basic relationship between "SCHOOL", with name and legal identification as follows:

 Global Education Services Switzerland AG CHE 115.342.042
 Cross-Cultural Education Center Brandschenkestrasse 38
 8002 Zurich, Switzerland

operating under the following non-exhaustive list of (registered) trademarks:

- United Institute
- United International Business Schools (UIBS)
- European College for Liberal Studies (ECLS)

and "STUDENT", with name and personal identification as filled out on his/her signed digital or paper application form and as filled out in any other digital or paper form thereafter.

SCHOOL's operating entity that partially organize SCHOOL's programs online is identified as follows:

Global Education Services Switzerland AG
 CHE 115.342.042
 Cross-Cultural Education Center
 Brandschenkestrasse 38
 8002 Zurich, Switzerland

SCHOOL's operating entities that partially organize SCHOOL's programs on-campus in their respective countries are identified as follows:

- Global Education Services Switzerland AG CHE 115.342.042
   Cross-Cultural Education Center Brandschenkestrasse 38
   8002 Zurich, Switzerland
- Global Education Services Netherlands BV NL 855008775B01 Metropolitan Campus Weteringschans 28 1017 SG Amsterdam, Netherlands
- Global Education Services Spain SA ES A64339526 Cross-Cultural Education Center Rambla de Catalunya 2-4 08007 Barcelona, Spain

- Global Education Services Japan KK JP 0111-01-059549 Spaces Business Center Otemachi Building 1-6-1 Otemachi 100-0004 Chiyoda-ku, Tokyo, Japan
- United International Business Schools of Italy SRL IT 08287980968
  Spaces Business Center
  Piazza Vetra 17
  20123 Milan, Italy
- Cross-Cultural Education Institute BVBA-SO BE 0681.799.835
   Cross-Cultural Education Center
   Rue Dejoncker 42, 1060 Brussels, Belgium

#### **Initial considerations**

STUDENT, a natural person or legal entity, agrees to complete a study program offered by and at a location designated at the sole discretion by SCHOOL's operating entities in Belgium, Italy, Japan, the Netherlands, Spain, and/or Switzerland, or any other future location in the countries mentioned before or other countries, under the following general terms and conditions. Study programs offered by and at a location designated by SCHOOL's operating entity in the Netherlands specifically, are subject also and primarily to the most recent terms and conditions outlined in the "NRTO algemene voorwaarden consumenten" or "NRTO algemene voorwaarden bedrijven", available in annex to the STUDENT GUIDE, and published on the NRTO website at https://www.nrto.nl.

#### Related documents

Prior to confirming his/her application by paying the first quarterly program fees, STUDENT intends to fully comply with all SCHOOL policies, procedures, regulations and guidelines as stated in the STUDENT GUIDE and its annexes. Through payment of the first or any subsequent program fees due, STUDENT (re)confirms to have received, thoroughly read and understood the contents of the relevant ADMISSIONS CATALOG, STUDENT GUIDE and their annexes, to agree with the content of said documents in full and without reservation, and to fully comply with all SCHOOL policies, procedures, regulations and guidelines as stated in the STUDENT GUIDE and its annexes, as well as any other relevant and generally available documents related to the educational services provided by SCHOOL at the time of enrollment. Copies of the most recent ADMISSIONS CATALOG and STUDENT GUIDE are available digitally on the SCHOOL website or portal, and are available on paper at the SCHOOL main and satellite campuses in Antwerp, Barcelona, Brussels, Madrid, Tokyo and Zurich.

Copies can be requested to be sent by SCHOOL to STUDENT by e-mail.

While every effort has been made to ensure that the information contained in the various available documents is reliable and accurate at the time of publishing, the information contained in the various available documents is for informational purposes only. SCHOOL assumes no responsibility or liability for any inaccurate, delayed or incomplete information, nor for any actions taken in reliance thereon. SCHOOL reserves the right to change the content of all available documents and other materials at any time and without prior notice.

### **Education services**

SCHOOL hereby confirms to provide education services to STUDENT according to the completed application form submitted by STUDENT and according to additional requests made by STUDENT to SCHOOL, limited to the services for which program fees have been paid. Total program fees consist of matriculation services organized by the SCHOOL's legal entity in Zurich, Switzerland, and/or tuition services organized by one or more of the SCHOOL's legal entities in Brussels, Belgium; Tokyo, Japan; Amsterdam, Netherlands; Barcelona, Spain; Zurich, Switzerland and Milan, Italy, but not necessarily at the registered legal address of SCHOOL.

SCHOOL will reasonably endeavor to deliver education and possible other services to STUDENT in accordance with the service descriptions provided. SCHOOL however reserves the right to change its program structure, admission requirements, course planning, course content, teaching schedules, teaching methods, professor assignments and campus locations and to discontinue, merge or otherwise cancel or combine individual programs and courses at any time and without prior notice, where and if such action is deemed necessary by SCHOOL.

Further academic information such as, but not limited to, learning hours, teaching hours, exam hours, self-study, group-study, class attendance, assignments and exams, thesis and project submissions and presentations, inbound and outbound tests, specific courses and requirements, and other academic matters that may or may not have an influence on the final certificate, diploma, degree or other award are detailed in the STUDENT GUIDE.

SCHOOL is considered an independent higher education institution offering non-regulated higher education based on the European guidelines for higher education. The study programs offered by SCHOOL are career-oriented in nature, may not provide access to government employment or regulated professions, may not satisfy

requirements to obtain certain certificates or permits for business or other purposes from governments or other organizations, and may not satisfy admission requirements of study programs at the same or a higher level in other public or private higher education institutions. STUDENT is encouraged to investigate which specific requirements are to be met for obtaining such certificate or permit, or for when admission in other study programs is his/her intention. Admission requirements are set at the sole discretion of each higher education institution individually. SCHOOL may provide relevant information and assistance where possible and if so requested. The local campuses of SCHOOL remain unaffiliated with and operate independently from the relevant local Ministry of Education. The certificates, diplomas, degrees or other awards issued by SCHOOL are international private certificates, diplomas, degrees or awards issued by the SCHOOL's legal entity in Zurich, Switzerland, based on the recommendation of the faculty of the local campus.

# **Program fees**

STUDENT hereby declares to be the sole responsible for the payment of all fees and charges to SCHOOL at the time they are due and as prescribed in the STUDENT GUIDE. STUDENT realizes that in case of late payment or non-payment, STUDENT is liable to pay a late payment fee as well as interest at the rate of interest charged by the SCHOOL's banker from due date until payment date. STUDENT realizes that he/she is liable for all costs of recovery, including fees charged by attorneys, counselors, collection agents and other representatives. STUDENT understands that all payments received will be allocated to clear unpaid interest first, costs of recovery second, followed by the oldest debt.

Program fees are subject to an annual review, but those valid at the time of application remain in effect for STUDENT from start to finish, unless STUDENT temporarily discontinues his/her studies for more than 1 academic quarter as indicated in the academic calendar that is available as an annex to the admissions catalog and published on the SCHOOL website, at which time the program fees valid at the time of continuation are in effect.

Program fees are charged per credit or course according to the relevant program fees overview that is available as an annex to the student guide and published on the SCHOOL website. Changes in the academic methods or in the total teaching hours scheduled to meet the minimum learning hours will have no impact on the program fees due.

Fees are due payable on a quarterly basis before the start of the quarter and for the number of credits and/or courses the student enrolls. The exact due date is always the last working day before the start of the quarter in which the education services take place. The exact dates are listed in the academic calendar that is available as an annex to the admissions catalog and published on the SCHOOL website.

All fees should be paid directly to SCHOOL by bank transfer to bank accounts provided by SCHOOL on the statement of account or formal invoice STUDENT has received. SCHOOL may provide alternative bank accounts upon request from STUDENT in case of payment difficulties.

The full program fees for the program the student enrolled for at the time of application or thereafter are due payable in full by the estimated end of the study program before any awards can be provided by SCHOOL to STUDENT. SCHOOL reserves the right to change the payment terms at any time and without prior notice. Early withdrawal has to be requested in writing minimum 3 months prior to the intended ending date, and needs to be formally approved by a representative from SCHOOL. No grade reports, certificates of enrollment, or other documents will be provided unless negative balances in program fees have been duly paid for the period to which the content of the requested documents refer to. The provision of other documents is at the sole discretion of SCHOOL.

SCHOOL does not receive subsidies from regional or national governments to finance its operations. Students from certain countries may not be eligible for governmental financial support while studying abroad with SCHOOL. Students who would otherwise be eligible for such financial support should contact the SCHOOL's admissions department at the time of application for further information about the availability of scholarships or other financial support offered by the SCHOOL's academic council and the availability of student loans offered by local banks. Scholarships or other financial support may not be available once STUDENT has confirmed enrollment in the study program.

# **Honesty declaration**

STUDENT hereby certifies that all the information contained in his/her application form and any other digital or paper form submitted thereafter is complete, true and accurate to the best of his/her knowledge. STUDENT realizes that incomplete, false or inaccurate information, or non-agreement with the contents of this document and the STUDENT GUIDE and its annexes may result in the cancellation of the acceptance and/or the dismissal from SCHOOL. STUDENT authorizes the SCHOOL's admissions department to verify all statements made. STUDENT understands that all submitted documents belong to

SCHOOL and that none of the submitted documents will be returned to STUDENT or sent to a third party.

STUDENT hereby declares that all written assignments, exams, projects, theses or other academic work is his/her own creation, unless otherwise clearly mentioned. STUDENT understands that any attempt to plagiarize the work of another author may lead to the dismissal from SCHOOL. STUDENT hereby confirms to take full responsibility for any and all consequences in relation to the use of published materials and/or the violation of international copyright law.

# Intellectual property

STUDENT hereby declares that the rights to any and all academic work prepared while enrolled at SCHOOL belongs to SCHOOL. Documents provided to STUDENT by SCHOOL are considered private documents and shall not be disclosed to third parties, including but not limited to professors and other students. STUDENT hereby authorizes SCHOOL and its subsidiaries, parents, affiliates and partners to record and use any kind of images, audio and video of STUDENT for promotional use. STUDENT understands that for the use of these materials no compensation will be provided.

## Damage waiver

STUDENT waives all claims against SCHOOL and its subsidiaries, parents, affiliates, officials, employees, partners, suppliers or representatives for any damages or losses suffered while an applicant, student or alumni of SCHOOL and arising out of but not limited to unemployment, non-employability, non-transferability of credits and degrees, death, bodily injury, loss of health or illness suffered by STUDENT or any other person, and loss or destruction of, or damage to any reputation or property belonging to STUDENT or any other person, howsoever such damage or loss is caused, including but not limited through the negligence of SCHOOL or any of its officials, employees, partners, suppliers or representatives. STUDENT or his/her estate indemnifies SCHOOL, its officials, employees, partners, suppliers or representatives against any claims by any person arising in any way as stated above or in respect of STUDENT's negligent or willful acts or omissions.

## Dispute resolution

These terms and conditions are construed in accordance with applicable laws and regulations. SCHOOL and STUDENT agree that any dispute arising out of or in connection with the services offered by SCHOOL to STUDENT will first be subject to applicable laws and courts in the jurisdiction where matriculation services are offered,

ie. Zurich, Switzerland, and second to applicable laws and courts in the jurisdiction where tuition services are offered. However, SCHOOL and STUDENT agree to use best efforts to resolve disputes in an informal manner and within an acceptable timeframe. For all disputes that cannot be resolved this way, SCHOOL will attempt to settle the dispute by mediation. Unless otherwise agreed, the mediator will be nominated by one of SCHOOL's legal advisors. In case of disputes, STUDENT confirms that none of the arguments, resolutions or any other communication, information and/or documentation related to the dispute will be made available to a third party.

## Copyright notice

European College for Liberal Studies (ECLS), United International Business Schools (UIBS), and its respective logos are trademarks or registered trademarks of Global Education Corporation AG or its subsidiaries or affiliates.

Global Education Corporation AG Cross-Cultural Education Center Brandschenkestrasse 38 8002 Zurich, Switzerland

## **Document validity**

This document is valid from April 3, 2023 onwards and replaces all previous versions. STUDENT and SCHOOL confirm that by accepting these terms and conditions, previous versions are no longer valid.