

## TERMS AND CONDITIONS (version MMXXVI.01)

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  
Brandschenkestrasse 38  
80012 Zurich, Switzerland

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

- United Institute
- United International Business School (UIBS)

and “**STUDENT**”, with name and personal or legal identification as stated on his/her signed application form and as stated in any other form thereafter.

SCHOOL’s main operating entity that organizes education services online and globally is identified as follows:

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

SCHOOL’s other operating entities that organize education services on-campus in their respective countries are identified as follows:

- Global Education Services Switzerland AG  
CHE 115.342.042  
Brandschenkestrasse 38  
8002 Zurich, Switzerland
- Global Education Services Netherlands BV  
NL 855008775B01  
Weteringschans 28  
1017 SG Amsterdam, Netherlands
- Global Education Services Spain SA  
ES A64339526  
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
- Global Education Services Italy SRL  
IT 08287980968  
Copernico Blend Tower  
Piazza IV Novembre, 7  
20124 Milan, Italy

- Cross-Cultural Education Belgium VZW  
BE 0681.799.835  
Rue des Princes 8-10  
1000 Brussels, Belgium

### Initial considerations

STUDENT, a natural person or legal entity, agrees to complete one or more study programs organized by SCHOOL under the following general terms and conditions.

Study programs consist of multiple courses and/or other modules, organized online or on-campus.

On-campus education services are organized by, and at locations designated by, SCHOOL’s operating entities at their sole discretion, specifically Zurich and Geneva, Switzerland; Barcelona and Madrid, Spain; Antwerp and Brussels, Belgium; Tokyo, Japan; Amsterdam, Netherlands; and Milan, Italy, but not necessarily at the registered address of SCHOOL.

Education services organized 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 these terms and conditions, and available on the NRTO website at <https://www.nrto.nl>.

### Related documents

Prior to confirming his/her application by paying the first fees, **STUDENT intends to fully comply with all SCHOOL policies, procedures, regulations and guidelines as stated in the EDUCATION AND EXAMINATION REGULATION (EER) and/or STUDENT GUIDE and its annexes. Through payment of the first and any subsequent program fees due, STUDENT (re)confirms to have received, thoroughly read and understood the contents of the relevant EER, 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 education services offered by SCHOOL at the time of registration. Copies of the most recent EER are available digitally on the SCHOOL website at [www.uibs.org](http://www.uibs.org) or portal, and copies of the most recent Student Guide are available on paper at the SCHOOL campuses. 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 our public information 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 public information at any time and without prior notice.

### Education services

SCHOOL confirms to provide education and/or other 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 fees have been paid.

Program fees consist of matriculation services organized by the SCHOOL's main operating entity in Zurich, Switzerland, and tuition services organized by one or more of SCHOOL's operating entities.

SCHOOL will reasonably endeavor to deliver education and/or other services to STUDENT in accordance with the service descriptions provided. **SCHOOL however reserves the right to change at any time its program or courses incl. their structure, admission requirements, course planning, course content, teaching schedules, teaching methods, teaching locations, 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. Any fee reimbursement, reduction or any other STUDENT's claim is excluded, except in case and to the extent a change prevents STUDENT to attend the program or course despite reasonable efforts to adapt to such change (e.g., a course is relocated in another country where STUDENT is unable to reside and is not available for remote teaching). SCHOOL's rights in case of hardship or force majeure as defined below are reserved.**

In particular, SCHOOL reserves the right to permanently close or temporarily suspend any of its programs, campuses, or its institutional operations at any time and without prior notice. In such cases, STUDENT shall be automatically transferred to another program or campus designated by SCHOOL, unless STUDENT submits a written request for transfer to a different program or campus. No program or campus change fee shall apply in either case.

In the event of a permanent closure or temporary suspension of SCHOOL as an institution, SCHOOL may teach remotely and/or suggest transferring to another institution. STUDENT acknowledges that SCHOOL has no

obligation to ensure such a transfer, but will make reasonable efforts to facilitate it.

**All fees and other charges remain fully due and payable by STUDENT in all cases of closure or suspension of programs, campuses, or the institution itself. STUDENT expressly waives any right to reimbursement, reduction of fees, or compensation on such grounds.**

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 organizing non-regulated higher education based on the European guidelines for higher education. The study programs organized 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. Admission requirements are set at the sole discretion of each higher education institution individually. **STUDENT is encouraged to and solely responsible to investigate or determine 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.** SCHOOL may provide relevant information and assistance where possible and if so requested.

**STUDENT is solely responsible to ensure that all conditions as may be required for she/he to fully and validly attend the study program are met for the whole program duration (e.g. any administrative authorization for the stay at the location, STUDENT's housing and financial means, etc.).**

SCHOOL is operated independently from the relevant regional education authorities. The certificates, diplomas, degrees or other awards issued by SCHOOL are international private certificates, diplomas, degrees or awards issued by the SCHOOL's main operating 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 any interest charged by the SCHOOL's banker from due date until payment date on top of applicable interest provided by the law. **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 the oldest debt first, unpaid interest second, followed by the costs of recovery.

Fees are charged according to the Fee Schedule that is available publicly on the SCHOOL website. Fees are subject to a regular review, but those valid at the time of application remain in effect for STUDENT from start to finish save a maximum 10% increase from year to year to reflect any increase in SCHOOL's costs. Fees valid at the time of application do not remain if **(i) STUDENT temporarily discontinues his/her studies for more than 1 academic quarter or (ii) a change in study program or education service is agreed upon**, in which cases the program fees and conditions valid at the time of continuation or change are in effect.

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 immediately due as of study program registration** and may be payable on a regular basis at the latest before the start of the next period and for an amount determined on the student's personal payment plan received upon acceptance or thereafter. The exact due date (on which date the fees are to be credited in full) is stated on the personal payment plan, and is, in case of a personal payment plan on a regular basis, typically the last working day before the start of the last period in which the education services are expected to complete.

The exact dates of the academic terms and quarters are indicated on the academic calendar that is available on the SCHOOL website.

All fees should be paid directly to SCHOOL by bank transfer to bank accounts provided by SCHOOL on the payment reminder, account statement, formal invoice or other documentation STUDENT has received. **STUDENT notes that fees are determined based on STUDENT's attendance and completion to the whole services (e.g., a study**

**program) she/he registered for. Fees are non-refundable, any fee reimbursement, reduction or any other STUDENT's claim being excluded. Any additional damage caused to SCHOOL due to any failure to attend is reserved. STUDENT expressly waives any right to reimbursement, reduction of fees, or compensation on such grounds. Upon immediate request, SCHOOL may consider – at its sole discretion – a fee reduction in case STUDENT is unable to attend due to grave circumstances such as illness.**

**The full program fees for the study program(s) the student registered for at the time of application or thereafter are due and payable in full by the last payment date indicated on the personal payment plan, 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 12 months prior to the intended ending date, and needs to be formally approved by a representative from SCHOOL (**any fee reimbursement, reduction or any other STUDENT's claim being excluded**). No grade reports, certificates, or other documents will be provided unless negative payment balances 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 is financed independently and does not receive subsidies from the relevant regional education authorities 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 third parties. Scholarships or other financial support may not be available once STUDENT has confirmed registration in the study program. **STUDENT is solely responsible to obtain and maintain any grant or any other financial support as she/he may need.**

**In case STUDENT is financially supported by another person or company (e.g., employer or family member) both are joint and severally liable for all STUDENT's debts towards SCHOOL.**

## Honesty declaration

STUDENT hereby certifies that all the information contained in his/her application form and any other 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, any applicable EER and the STUDENT GUIDE and its annexes may result in the cancellation of the acceptance and/or the dismissal from SCHOOL. STUDENT authorizes SCHOOL 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 and confidentiality**

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.

**STUDENT agrees to keep strictly confidential all study materials provided by SCHOOL**, including but not limited to lecture notes, course content, presentations, assessments, proprietary methodologies, and any other educational resources or information whether designated as confidential or not. **STUDENT shall not disclose, reproduce, distribute, or use such materials for any purpose other than their own personal academic use** within the scope of their studies at the SCHOOL, without the prior written consent of the SCHOOL. This obligation shall survive the termination or completion of STUDENT's registration.

#### **Termination for breach**

The SCHOOL shall have the right to immediately terminate all services and its relationship with the STUDENT, **without any obligation to reduce fees, reimburse tuition, or provide compensation of any kind**, in the event of a

serious breach by the STUDENT of their obligations under this agreement or any applicable SCHOOL policies or regulations. A minor or non-material breach shall be deemed serious if the STUDENT fails to remedy it within a reasonable period specified in writing by the SCHOOL. Termination under this clause may be effected without prior notice, and the SCHOOL shall bear no liability whatsoever for any consequences resulting from such termination.

#### **Hardship and force majeure**

Under no circumstance will SCHOOL be liable for any failure or delay in the performance of its obligations, including the provision of educational services, due to any event beyond its reasonable control, including but not limited to acts of God, pandemics, epidemics, governmental restrictions or actions, war, civil unrest, strikes, labor disputes, natural disasters, technological failures, or any interruption or limitation affecting facilities, faculty, or access to online platforms ("Force Majeure Event").

**In the event of a Force Majeure Event, the SCHOOL may, at its sole discretion and without any obligation to refund, reduce fees, or provide compensation, modify the format, content, delivery, or schedule of its services, including replacing in-person teaching with remote learning. SCHOOL's general rights to modify study programs or courses defined above ("Education services") are reserved.**

**Furthermore, should any unforeseen event materially alter the economic or operational conditions under which the SCHOOL agreed to provide its services ("Hardship"), the SCHOOL shall be entitled to reasonably adapt its obligations or the scope of its services, without any liability towards the STUDENT. SCHOOL's general rights to modify study programs or courses defined above ("Education services") are reserved.**

**In all such cases, the STUDENT expressly waives any right to claim reimbursement, compensation, or damages of any kind.**

#### **Damage waiver**

STUDENT waives all claims against SCHOOL and its subsidiaries, parents, affiliates, officials, directors, officers, employees, partners, suppliers or representatives for any damages or losses suffered and arising out of but not limited to unemployment, non-employability, non-transferability of credits and qualifications, 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, directors, officers, employees, partners, suppliers or representatives. STUDENT or his/her estate indemnifies SCHOOL, its officials, directors, officers, 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 **Swiss substantive law**; any private international law and conflict laws being excluded. SCHOOL and STUDENT agree that any dispute arising out of or in connection with the services offered by SCHOOL to STUDENT will be **exclusively subject the jurisdiction of the competent courts in Zurich, Switzerland**. 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**

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Brandschenkestrasse 38  
8002 Zurich, Switzerland

### **Document validity**

This document is valid and effective from its publication date onwards and replaces all previous versions. For continuing students specifically, this document is effective 30 days following its publication date. STUDENT and SCHOOL confirm that by accepting these terms and conditions, previous versions are no longer valid.

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