

## **Online Business School Student Agreement**

This Student Agreement ("Agreement") is entered into between the undersigned student ("Student") and Online Business School Ltd ("OBS"), located at Unit 3, Westwood House, Westwood Way, Coventry, CV4 8HS, United Kingdom. By signing this Agreement, the Student agrees to the following terms and conditions:

### **1. Acceptance**

Online Business School provides this site (OnlineBusinessSchool.com) to you subject to the terms contained in this document (agreement). If you do not agree with any of the terms of this agreement, do not access or otherwise use this site. Your use of this site shall be deemed to be your agreement to abide by each of the terms set forth below. It is the responsibility of the customer to read such conditions before entering upon a transaction.

Online Business School grants you a personal, non-transferable and non-exclusive right to use its materials and software on any personal media device; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify any of the material in any manner or form. You agree not to access Online Business School products or Services by any means other than through the interface that is provided by Online Business School for use in accessing the Online Business School Services and products.

By registering with OnlineBusinessSchool.com, you represent that you are of legal age to form a binding contract. You agree to provide true, accurate, current and complete information about yourself in all required fields of the registration form. If any of your information changes, you agree to update your registration information as soon as possible. If Online Business School suspects that your registration information is not complete, current, or accurate, or that you have otherwise violated these Terms of Use, your account may be subject to suspension or termination, and you may be barred from using the OnlineBusinessSchool.com website.

The awarding bodies Online Business School is working with might sometimes change, however, students will not be disadvantaged.

### **2. Privacy policy**

Your privacy is very important to us at Online Business School. Users should refer to our privacy policy for information about how Online Business School collects and uses personal information. Details of how we use information you provide is set out in our privacy policy.

By agreeing and accepting this agreement you consent to Online Business School disclosure and use of your information as described in the privacy policy.

### **3. User account, password & security**

The creation of an account is compulsory to purchase from Online Business School. You will be required to create a password and user account. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities that occur under your account. You agree to (1) immediately notify Online Business School of any unauthorised use of your password or account or any other breach of security and (2) ensure that you log out from your account at the end of each session. Online Business School cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

### **4. Proprietary rights (trademarks & copyright notice)**

You acknowledge and agree that any content, including but not limited to text, data, photos, graphics, etc. or material contained or distributed through the site, by Online Business School, its advertisers or third parties, is protected by trademarks, service marks, patents, copyrights, or other proprietary rights and laws.

You therefore may not under any circumstances use or distribute any content received through the site without authorisation of the content owner. You agree not to publish, reproduce, copy, in whole or part, nor upload, download, post, email, sell or otherwise distribute content available through the site.

### **5. Rules of conduct**

The following rules of conduct apply to your use of the website and to any and all materials you post on OnlineBusinessSchool.com, including text, data, graphics, audio or video content, sound, chat, messages, files or any other material (collectively user submissions) whether the user submission is included in blogs, discussion groups, emails, profiles, comments, or any other portion or feature of OnlineBusinessSchool.com.

You may not, in connection with the website:

- Upload, post, email or otherwise transmit any user submission that is libellous or defamatory, pornographic, sexually explicit, unlawful or plagiarized;
- Infringes or violates any patent, copyright, trademark, trade secret or other property right;
- Breaches a duty of confidentiality by which you are bound due to a contractual or fiduciary relationship (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- A reasonable person would consider harassing, abusive, threatening, harmful, vulgar, profane, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way;
- Constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts, or hate speech;
- Violates or encourages others to violate any applicable law, statute, ordinance or regulation;
- Promotes software or services that deliver unsolicited e-mail; or
- Contains viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful programming routines

## **6. Internet connection**

The Online Business School material requires a correctly configured and functional internet data connection, both for the initial purchase, and for use.

Data charges may be charged to you by your network provider depending on your individual tariff. You are responsible for any such costs.

We are unable to provide any warranties as to the levels of connectivity you will receive via your personal media device. This may depend upon your tariff, your network provider or your corporate policy if you have a work-issued device. We will not accept any responsibility for any connectivity issues you may experience. Please contact your network provider or visit their website if you require assistance configuring a data connection for your phone.

If, however the Online Business School website is down and it is believed to be our fault we agree to compensate users how we see fit, this would usually comprise of a credit note being issued for unfinished assessments. Online Business School will deal with claims on a case by case basis.

## **7. Fees and refunds.**

All outstanding debts or Course fees due to us must be made in full before any Course can be considered as complete and therefore eligible for the issuing of certificates of qualification.

Defaulting or failing to repay your Course Fees

Defaulting on this agreement may have severe consequences and could lead to you incurring any reasonable costs which we incur (including both administration costs and debt recovery costs), because you failed to meet the terms and conditions of this agreement:

- A. If you are having trouble paying your bill or meeting your payments, you should contact us immediately on 0333 772 1158 (Option 3), to discuss ways we can help and the repayment options available to you.
- B. If you miss your scheduled payments we may use third - party agents, for example Debt Collection Agencies and High Court Enforcement companies, to recover any debt due to us, or to discuss the need to increase your regular instalment. We may also, apply for and register a default against your/your address. This could make obtaining credit in the future more difficult.
- C. We may use a Credit Reference agency to review information held, this will help us choose the correct way in which we collect any outstanding debt from you. This can include any financial statement or assessment which has been provided by you to us.

Students can cancel within 14 days of enrolling for a full refund, after the 14-day period refunds are not permitted, and students will be liable for the full course fees.

### **8. Instalment Credit (finance)**

If you have chosen to pay for the Course using instalment credit you have agreed to pay the instalments promptly on the dates specified in the agreement, irrespective of the speed at which you are studying. If you are issued with a new debit/credit card, please notify us as soon as possible so that we can update our records.

If you are paying by instalment credit and your card is declined or you miss a due payment for any reason, we will notify you by email and your Course account will be locked until your overdue payments have been made.

#### Finance through Premium Credit Limited

In choosing to pay for your Course using Premium Credit Limited finance you will have entered into a formal credit agreement with Premium Credit Limited, trading as SFP.

Under this arrangement SFP may have rights to recover from Online Business School, including but not limited to, any losses relating to the provision of financial services that they incur, as a result of learners not keeping up with payments on credit agreements with SFP, relating to course fees.

If you, the learner has entered into such an agreement and Online Business School has to make any payments or otherwise incurs any liability in respect of these, and/ or any finance plan is cancelled, terminated, or ended for any reason, you will remain fully liable for all fees to Online Business School.

You will reimburse Online Business School for any losses Online Business School incurs in compensating SFP.

## **9. Discounts, offers and promotions**

Account discount codes – Discount codes may from time to time be offered to account holders; such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered.

Promotional discount codes – We may from time to time offer promotional discount codes which may apply in respect of any, or certain specified, purchases made through this Website.

All prices and course fees are listed in British Pound Sterling (GBP), and therefore we are not responsible for any exchange rate changes, nor any bank charges that arise from this or any other payments made to OBS.

For a very limited time, we are offering a brand new laptop when you enrol in a course with us. The laptop is complimentary but we have some eligibility conditions:

- Course fees must be paid in one transaction without any discounts applied.
- Worldwide Shipping is free.
- Free laptop cannot be used in conjunction with any other discounts or offers.

(Please note: If applicable, students are responsible for any local customs and import charges due on delivery of all physical items)

## **10. Links**

OnlineBusinessSchool.com (the site), or third parties may provide, links to other websites or resources. As Online Business School have no control of such sites and resources, you acknowledge and agree that Online Business School is not responsible for the availability of such sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources or the policies or such sites and resources.

Online Business School is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource

## **11. Variations/correction of errors and inaccuracies**

Online Business School uses reasonable endeavours to ensure the information on the site is accurate, however the information and product listings on the site may contain typographical errors or inaccuracies and may not be complete or current. We make no representation or warranty that any information is accurate, complete, or up-to-date and, to the fullest extent permitted by law, we accept no liability for any loss or damage caused by any reliance placed on such information placed by you or anyone to whom you may communicate such information.

Online Business School shall have the right at any time without any liability or notice to amend, remove any content of the site including prices, sales literature or other documents as long as such alterations do not materially affect the quality of the goods.

## **12. Warranty disclaimer**

You agree that your use of the website shall be at your sole risk. To the fullest extent permitted by law, onlinebusinessschool.com, and any subsidiary, parent, affiliate, officer, director, licensor, employee, supplier, distributor, reseller agent, owner, or operator of onlinebusinessschool.com, disclaim all warranties, express or implied, in connection with the website and your use thereof. Onlinebusinessschool.com makes no warranties or representations about the accuracy or completeness of the websites content or the content of any sites linked to this site and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein, (iv) any interruption or cessation of transmission to or from the website, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our website by any third party, and/or (v) any omissions or errors in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the website. Onlinebusinessschool.com does not warrant, guarantee, endorse, or assume responsibility for any hyperlinked website or other promotion, and onlinebusinessschool.com will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. No information or advice, whether written or oral, obtained by you from onlinebusinessschool.com or through or from the service shall create any warranty not expressly stated in the terms of use. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate

## **13. Limitation of liability**

In no event shall onlinebusinessschool.com, or any subsidiary, parent, affiliate, officer, director, licensor, employee, supplier, distributor, reseller agent, owner, or operator of, be liable to you for any indirect, direct, special, punitive, incidental, or consequential damages whatsoever resulting from any (i) mistakes, errors, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our website, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein, (iv) any interruption or cessation of transmission to or from our website, (iv) any bugs, trojan horses, viruses, or the like, which may be transmitted to or through our website by any third party, and/or (v) any omissions or errors in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, transmitted, emailed, or otherwise made available via the website, whether based on warranty, tort, contract, or any other legal theory, and whether or not the

company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that onlinebusinessschool.com shall not be liable for user submissions or for any offensive, defamatory, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

The Website is controlled and offered by Online Business School from its facilities in the United Kingdom. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

#### **14. Plagiarism**

Academic dishonesty covers any attempt by a student to gain unfair advantage (e.g. extra marks) for her/himself, or for other students, by unauthorised means. Examples of such dishonesty include collusion, deceit, plagiarism and cheating in examinations.

**Collusion** includes, but not limited to, the conscious collaboration, without official approval, between two or more students, in the preparation and production of work which is then submitted as individual work. In cases where one (or more) student has copied from another, all students involved may be penalised.

**Deceit** includes misrepresentation or non-disclosure of relevant information, including the failure to disclose any cases of work being submitted for assessment which has been or will be used for other academic purposes.

**Plagiarism** is the act of using other people's words, images etc. as if they were your own. In order to make clear to readers the distinction between your words, images etc.

**Cheating** is defined as any attempt to gain an unfair advantage in an assessment (including examinations), or assisting another student to do so. It includes: copying from other candidates, collusion, impersonation, plagiarism, and unauthorised access to unseen examination papers.

It is in the best interests of all students for Online Business School to maintain the good reputation of its awards. Your co-operation is expected in actively protecting the integrity of the assessment process. It is the duty of all students to Online Business School to have high personal standards of academic honesty in their studies and to report any instances of malpractice of which they become aware.

#### **15. Governing law and jurisdiction**

These Terms and Conditions are governed by and constructed in accordance with English Laws, and in the event of any disputes or claims associated with the terms and conditions will be subject to the jurisdiction of the courts of England

## **16. Cyber security policy (payments)**

Our Payment Service Provider is Stripe– the largest independent payment service provider (PSP) in the UK and Ireland. Stripe provides a secure payment gateway (Level 1 PCI DSS), processing payments for thousands of online businesses, including ours. It is Stripe’s utmost priority to ensure that transaction data is handled in a safe and secure way.

Stripe uses a range of secure methods such as fraud screening, I.P. address blocking and 3D secure. Once on the Stripe systems, all sensitive data is secured using the same internationally recognised 256-bit encryption standards.

Stripe is PCI DSS (Payment Card Industry Data Security Standard) compliant to the highest level and maintains regular security audits. They are also regularly audited by the banks and banking authorities to ensure that their systems are impenetrable.

Stripe is an active member of the PCI Security Standards Council (PCI SSC) that defines card industry global regulation.

In addition, you know that your session is in a secure encrypted environment when you see https:// in the web address, and/or when you see the locked padlock symbol alongside the URL. So when buying through our site, you can be sure that you are completely protected.

Terms & Conditions of using recurring payments (WorldPay) , if you would like to cancel your reoccurring payments, you will need to email [admin@onlinebusinessschool.com](mailto:admin@onlinebusinessschool.com) and let us know you wish to cancel your future payments. Payments are usually taken every month, unless agreed otherwise. Payments duration’s will vary depending on the course you are enrolled on, e.g if you are enrolled onto a level 7 course (£1400) and your monthly payments are £200, you will be charged £200 for 7 months.

## **17. Data protection**

Online Business School uses personal data of the customer for appropriate purposes and according to statutory regulations. The personal data given (i.e. name, email address, delivery address, bank details) for ordering products is used by Online Business School for fulfilment and handling of the contract only. This data is treated confidentially by Online Business School and is not given to any third parties who are not part of the ordering, delivery and payment procedures. The customer shall be entitled to access information on their personal data which Online Business School has saved about them, free of charge. They are also entitled to the correction of incorrect data, and the deletion of their personal data if they choose, so long as there is no legal obligation to retain such data.

## **18. Violations of these terms of use**

If you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from

accessing the website, contacting your internet service provider to request that they block your access to the website and/or bring court proceedings against you.

## **19. Data protection**

OBS will handle personal information in accordance with the terms of its privacy policy. OBS privacy statement can be viewed at <https://www.onlinebusinessschool.com/privacy-policy/>

## **20. Course accreditation**

Courses are accredited by a governing body chosen by Online Business School, who assess and reviews all of our content. If there is a change in validating partnership, Online Business School will always aim to make sure the new governing body is of the same or higher standard. No refunds will therefore be issued to students in this scenario.

All students will be registered with the relevant awarding organisation prior to submission of assignments. (a minimum total payment of £1200 in students fees is also required to be fulfilled if paying in instalments)

## **21. Equality & diversity**

Online Business School are committed to ensuring the establishment of a culture and environment in which learners, staff and visitors understand and embrace the principles and practices of equality and diversity.

The college seek to ensure that all individuals are able to maximise their potential and do not face any unfair barriers and as such, the college will not tolerate any discriminatory behaviour with respect to any of the following protected characteristics of Equity Law.

- Age
- Race
- Gender reassignment
- Religion or belief
- Marital status
- Sex
- Sexual orientation
- Disability
- Pregnancy and maternity

## **22. General Data Protection Regulation (GDPR)**

Online Business School is committed to upholding the privacy of its learners and employees and conforming towards the General Data Protection Regulation (GDPR) (overseas colleges should enter an equivalent Act or regulation specific to their region if available). To achieve this commitment, information about our learners, employees and other clients, contacts and other stakeholders must be collected and used fairly, stored safely and not unlawfully disclosed to any other person or third party. It should be clear why the data has been collected and how it will be used.

It is a policy to make as much information public as possible and in particular the following information will be available to the public.

- Names of our directors
- Photographs of key staff
- List of staff
- Learner performance data

## **23. Health and safety**

Shows the commitment of Online Business School and employees to health and safety aims to remove or reduce the risks to the health, safety and welfare of all workers, contractors and visitors, and anyone else who may be affected by our business operations and aims to ensure all work activities are done safely.

## **24. University admission and Awarding body verification.**

Once a learner has completed their modules/assignments/multiple choice tests and all work has been marked and verified internally by Online Business School, certification by the awarding body can take between 1 – 3 months depending on the awarding body and/or if an existing verification is currently underway.

Online Business School in no way guarantees students direct unconditional progression onto a University Degree or Master's program; this will solely depend upon the student's circumstances, experience and application to the respective university.

## **25. General**

The place of fulfilment for all services in relation to [www.OnlineBusinessSchool.com](http://www.OnlineBusinessSchool.com) is the place of business of Online Business School Limited, a company registered in England and Wales.

Our Trading Office:

Online Business School  
Unit 3, Westwood House  
Westwood Way  
CV4 8HS  
United Kingdom

Registration number is 07750588.

Our VAT registration number is 140 196 044.

### **Signatures**

By completing the sections below (electronically or via handwriting), the Student acknowledges that they have read, understood, and agree to be bound by the terms and conditions outlined in this Agreement.

Student Name: \_\_\_\_\_

Date: \_\_\_\_\_

OBS Representative Name: *John Holden, MD*

Date: \_\_\_\_\_