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## UNIVERSITY COLLEGE LONDON

### ONLINE PROGRAMMES - TERMS AND CONDITIONS FOR POST GRADUATE STUDENTS

## Introduction

It is important that you read this document carefully before accepting an offer as it forms the basis of the relationship between you and UCL. It sets out the various rights and responsibilities that both you and UCL have in relation to your study at UCL. You should be aware that your acceptance of an offer to study at UCL signifies your agreement to enter into a contractual relationship with UCL on these Terms.

We refer to this document as the **Terms**, to reflect the fact that it sets out the “terms and conditions” that apply to the relationship between you and UCL. The words **UCL**, **we** or **our**, refer to University College London. The words **you** or **your**, refer to you in each case as an applicant for study at UCL and as a student of UCL if your place has been confirmed. The Terms apply to the provision of online programmes by UCL to you as further described below. These Terms are separated out into five core sections:

#### Part 1 – Accepting an offer from UCL

*Part 1 describes how offers are made and accepted and provides information on how you may cancel your contract with UCL.*

#### Part 2 – What you can expect from UCL

*Part 2 describes what UCL is committing to do. It includes details of UCL’s provision of your tuition and access to its facilities, creating a positive university environment, and making provision for you to raise questions or concerns about any aspect of your time at UCL.*

*We specifically draw to your attention to the information regarding the University’s right to make changes (including changes to the Programme) and your rights in respect of each type of change as more fully described in section 4 of this Part.*

#### Part 3 – Your rights and what UCL can expect from you

*Part 3 describes your rights and responsibilities. This includes details of how complaints can be raised. It also deals with issues regarding the conduct of students in an academic context and more generally.*

#### Part 4 – Important legal information

*This sets out various information in relation to your and UCL’s legal rights and responsibilities. This includes important terms relating to UCL’s liability and its use of your data.*

#### Part 5 - UCL’s Student Regulations and Policies

*You will need to be aware of and comply with the various UCL procedures and regulations that apply to your application to and/or your study at UCL. These are referred to collectively as UCL’s **Student Regulations and Policies**. You should be aware that the Student Regulations and Policies may be amended from time to time by UCL. The Terms also refer in places to specific Student Regulations and Policies (e.g. academic regulations, data protection policies), details of which can be found in this Part.*

#### UCL Third Party Partner

*Where UCL has entered into a partnership with a third party in order to provide you with access to the Programme (“**Third Party Partner**”), we will notify you and Appendix 4 of these Terms will describe UCL’s relationship with the Third Party Partner in more detail and will set out specific terms which you should be aware of in relation to your access to the Programme. For information about how UCL handles your personal data and*

*how this is shared, including with Third Party Partner, please read through the privacy notice referenced in section 8.*

Our aim is to make this document accessible and user friendly for everyone. If you have any questions about these Terms (either before you accept an offer of a place or whilst you are a student), please get in touch with us. A useful list of contacts is set out in the [Annex – Useful Contacts](#), to help you find the right person at UCL.

## PART 1 – ACCEPTING AN OFFER FROM UCL

### 1 Accepting an Offer from UCL

- 1.1 If UCL wishes to make you an offer of a place to study (an **Offer**) on an online degree programme or other online programme or online course of study at UCL (a **Programme**), the terms of that Offer will be communicated to you. This will usually be done through the applicant portal.
- 1.2 In order to accept an Offer, you must communicate that acceptance to UCL (**Acceptance**). The way that this is done will depend on how the Offer has been communicated to you. Typically Acceptance can be communicated through the applicant portal or by written confirmation of Acceptance. Once you Accept an Offer, a legally binding contract will come into existence between you and UCL on these Terms for the provision of education services (**Contract**). If you do not accept an offer within the time period specified, it will lapse and will not be available for acceptance.
- 1.3 If you Accept an Offer to study at UCL, **the requirements applicable to enrolment specified in Appendix 1 will apply and these requirements will apply for the duration of your Programme.**
- 1.4 Unless and until you have satisfied the conditions described in section 1.3 (or we have specifically waived one or all of the conditions in writing to you), UCL will not be obliged to perform its obligations under the Contract as set out in **Part 2 - What you can expect from UCL** and you will not be entitled to take up your place on the Programme.
- 1.5 Applicants to UCL should be aware that any Offer that we make can be withdrawn or amended, by giving you written notice, at any time prior to you accepting the Offer and communicating your acceptance to us.

### 2 Cancelling your Contract

- 2.1 As you have entered into the Contract “at a distance” (i.e. without you physically attending UCL to create the contract), you have a legal right to change your mind within a cancellation period of fourteen (14) days from Acceptance. These rights arise under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 2.2 If there are less than fourteen (14) days from the date on which the Contract comes into existence and the date on which we are due to start providing the services, your Acceptance amounts to a specific instruction for us to commence providing the services during the cancellation period. You will, though, still have a right to cancel the services during the cancellation period.
- 2.3 If you cancel the Contract under this section 2, you are entitled to a refund of any Fees that you have actually paid prior to giving us notice of cancellation. In the rare circumstances where we have commenced providing the services to you during the cancellation period, we reserve the right to charge you a reasonable amount (in proportion to what has been supplied, in comparison with the full coverage of the Contract) for services provided up until the time you tell us that you wish to cancel the Contract. UCL may retain some of the Fees paid by you in advance when we make a refund to you. Any retained Fees will be to cover any services provided by UCL before you exercised your cancellation right under this section 2.3.
- 2.4 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind during the cancellation period, your refund will be made within fourteen (14) days of your telling us you have changed your mind.
- 2.5 To cancel your Contract with us you will need to email: [postgraduate-admissions@ucl.ac.uk](mailto:postgraduate-admissions@ucl.ac.uk) .

## PART 2 – WHAT YOU CAN EXPECT FROM UCL

### 3 UCL’s provision of education and related services

- 3.1 UCL commits to:

- 3.1.1 **provide you with tuition and learning support connected with the Programme that you are studying, with reasonable care and skill.**

More detailed information about the different aspects of your Programme (including current expectations in relation to modules and assessment method(s)) is provided in UCL's Prospectus for Graduates applicable to your start date;

- 3.1.2 **make available reasonably appropriate infrastructure and services to support your learning.**

This includes your use of teaching and learning services UCL's libraries and IT facilities in accordance with the Student Regulations and Policies.

- 3.1.3 **seek to provide a learning, working and social environment in which the rights and dignity of all its students and staff are respected, which is free from discrimination, prejudice, intimidation and all forms of harassment including bullying.**

This commitment means that UCL will work to provide an environment where its students are able to study or work free from discrimination, prejudice, intimidation and all forms of harassment or bullying. Where this does not happen, UCL is committed to responding to student concerns and complaints.

- 3.1.4 **provide you with ready online access to the Student Regulations and Policies, and ensure that these are maintained and kept up-to-date.**

It is important that you are aware of and can access our Student Regulations and Policies. If you have any questions about them, let us know.

- 3.1.5 **provide eligible students with the relevant award for the Programme and an opportunity to attend a graduation ceremony**

If you have successfully fulfilled the requirements for your Programme and have complied with these Terms (including the Student Regulations and Policies), you will be eligible for the award of the relevant UCL qualification from UCL in accordance with UCL's Academic Manual (<https://www.ucl.ac.uk/srs/academic-manual/overview>), details of which are found in part 5. For UCL Programmes, UCL arranges graduation ceremonies which students can attend to receive their award.

- 3.2 UCL's commitments under this section 3 apply in respect of registered UCL students who have enrolled (and re-enrolled for each subsequent period of study where applicable), and the commitments are subject to the remainder of these Terms and the Student Regulations and Policies. For example, UCL may be entitled to suspend performance of these commitments if students have not paid outstanding tuition fees and/or are subject to disciplinary action or to the extent applicable to your Programme, your access to any platform or online system made available to you by a Third Party Partner pursuant to Appendix 4 of these Terms is suspended or terminated by the Third Party Provider.
- 3.3 UCL acknowledges that there are certain regulations that might be considered by some students to be surprising. While what is considered to be surprising will vary from person to person, Appendix 2 sets out some terms that UCL believes may be considered surprising.

## 4 UCL's Ability to make Changes

- 4.1 The organisation, timetabling and operation of Programmes is a significant and complex exercise. There are numerous internal and external factors which impact on how UCL is able to manage its teaching and learning services and resources.
- 4.2 To ensure that our Programmes can be run effectively for the benefit of our student body, we need to retain the ability to alter aspects of individual Programmes where we think this is reasonable and/or it is needed. This may include changes to the timetable, teaching staff allocation, number of classes, method of delivery, content, assessment, syllabus and/or module availability.
- 4.3 The changes that UCL may need to make are categorised as follows:
- 4.3.1 **Programme Cancellation**

This is where UCL cancels your Programme in its entirety for your intake. This may include: (i) where the Programme Director is no longer available or there are otherwise insufficient staff to deliver the Programme; (ii) where the intake is not enough to sustain the Programme for the cohort; and (iii) a regulatory issue has arisen whereby the Programme is no longer compliant with regulatory requirements.

### 4.3.2 Material Changes

These are changes that represent a major amendment to the Programme and could include changes to a substantial part (at least a third) of the Programme's intended learning outcomes, the level or award or title of the Programme, the credit value of the Programme, a change to the Third Party Provider described in Appendix 4 of these Terms and any Minor Changes that are intended to take effect midway through an academic year.

### 4.3.3 Minor Changes

These are any changes that are not considered to be Material Changes and could include changes to weighting of assessment, methods and criteria of assessment, balance of learning activities or changes to module titles.

### 4.3.4 Unplanned Changes.

Occasionally UCL may need to make changes to or cancel part of or an entire Programme due to circumstances that are beyond its reasonable control. This could include unavailability of any platform or online system provided by a Third Party Provider as more fully described in Appendix 4 of these Terms to the extent applicable to your Programme, industrial action, over or under demand for courses or modules, lack of funding, non-availability of suitable staff, severe weather, fire, civil disorder, political unrest and government restrictions.

- 4.4 We will communicate any such changes to you in a timely manner. In the case of Unplanned Changes, that may be on short notice or potentially after the event has occurred.
- 4.5 In the case of a Programme Cancellation, other than in the case of an Unplanned Change, UCL will use all reasonable endeavours to assist you in identifying and transferring to an alternative programme at UCL that is similar to the Programme (in which case this Contract will continue to apply to the replacement Programme unless specifically agreed otherwise). If you do not consider that the replacement Programme is appropriate or UCL is unable to provide a replacement Programme, you may end your Contract and relationship with UCL and withdraw from the Programme. In such circumstances, you will be entitled to a refund of Tuition Fees paid up to the date of termination and any fees paid in advance beyond the date of termination.
- 4.6 Where UCL intends to make any Material Change, we will consult with you before final decisions are taken and listen to your concerns. We will take into account the concerns of individual students and assess these against the needs of the wider student body. If you do not agree to the proposed Material Change, you may end your Contract and relationship with UCL by giving notice in writing to UCL. You will be entitled to a refund of Fees paid up to the date of termination and any fees paid in advance beyond the date of termination in these circumstances.
- 4.7 If UCL intends to make any Minor Changes, we will notify you of the Minor Change.
- 4.8 Unfortunately UCL may need to make Unplanned Changes. Those circumstances are considered rare but when UCL does make an Unplanned Change we will where practical and possible endeavour to provide appropriate and alternative options to you to minimise the disruption you experience.
- 4.9 **To the fullest extent possible under the general law, UCL excludes liability for any loss and/or damage suffered by you in connection with an Unplanned Change.** If the circumstances are ongoing for a continuous period of more than ninety (90) days, either you or UCL may end the Contract without liability immediately on giving written notice to the other. You will be entitled to a refund of Fees paid up to the date of termination and any fees paid in advance beyond the date of termination in these circumstances.

## Part 3 – YOUR RIGHTS AND WHAT UCL CAN EXPECT FROM YOU

### 5 Your responsibilities as a UCL student

- 5.1 By accepting an Offer to study at UCL, you commit to:
- 5.1.1 **Follow UCL’s instructions and process for pre-enrolment/registration and enrolment;**  
You will need to do this before you can participate on your Programme. UCL’s instructions and process for pre-enrolment/registration and enrolment will be set out in the offer.
  - 5.1.2 **Pay your Tuition Fees and any other Fees that are payable to UCL on time**  
Details of when fees become payable and how payments are made can be found in section 7 – Payment of Fees, below.
  - 5.1.3 **Comply with UCL’s Student Regulations and Policies.**  
There are a number of different Student Regulations and Policies that are relevant to your study. The most important of these are summarised in part 5 (together with details of how to access all other Student Regulations and Policies).
  - 5.1.4 **Comply with the Third Party Provider terms**  
Where applicable, you will need to comply with any Third Party Provider’s terms and conditions which are required in order for you to access any platform or online system which hosts the Programme as more fully described in Appendix 4 of these Terms. Where applicable, you are required to comply with the Third Party Provider’s terms and conditions for the duration of your Programme.
  - 5.1.5 **Provide UCL with information about you and your academic progress**  
You will need to provide information to UCL about you and your satisfaction of any conditions related to your commencing and/or continuing study, and ensure that such information is true and accurate in all respects. Once you are a student at UCL you will need to ensure you keep UCL up-to-date with your personal details and respond to other reasonable requests for information from UCL.
- 5.2 You have a legal responsibility to take reasonable care of yourself and all others who may be affected by your acts and omissions, and to co-operate in enabling UCL to discharge its legal duties with regard to health and safety, including implementation of the relevant UCL policies. It is a condition of registration for students that they also co-operate with UCL in this respect. If you undertake fieldwork, you are also required to familiarise yourself with the relevant UCL policies and guidance notes which are made available to UCL students and any additional guidance provided by the relevant department.
- 5.3 Where a Programme also leads to a professionally-accredited qualification, the relevant professional body may also have its own code of conduct and/or guidance which students on such Programmes should make themselves aware of. UCL also has an obligation to disclose to such bodies any information it considers to be relevant to a student’s future professional accreditation.
- 5.4 All students must select at least one module in the first 12 months of the programme. Any student who does not complete one module in the first 12 months will be withdrawn from the programme.

## 6 Complaints

- 6.1 UCL has an established Student Complaints Procedure <https://www.ucl.ac.uk/srs/academic-manual/c1/complaints>, which you should use for dealing with both academic and non-academic complaints that you wish to make. You should only submit a formal complaint using the Student Complaints Procedure if informal discussion (where that is appropriate) fails to resolve the matter satisfactorily and where there appear to be genuine grounds for making a complaint. You should be aware that there is a separate Policy on Harassment and Bullying (which can be found at <https://www.ucl.ac.uk/current-students/guidelines/harassment-bullying>).
- 6.2 The Office of the Independent Adjudicator (OIA) for Higher Education was designated as the student complaints scheme under the Higher Education Act 2004 and was established formally with effect from 1 January 2005. If you have a complaint and have exhausted all of UCL's internal procedures under the Student Complaints Procedure, you may take your complaint to the OIA (subject to meeting the OIA's criteria for accepting complaints). Further details are available from the OIA web site - <http://www.oiahe.org.uk/>.
- 6.3 The Rights and Advice Centre, which is based in the UCL Students' Union, is a central point of information that can be helpful on all aspects of concern to students, including financial, welfare and academic matters.

## 7 Tuition Fees

- 7.1 During and in connection with the Programme, you will be required to pay fees to UCL (**Fees**). These include:
  - 7.1.1 **fees that are directly related to us providing you with tuition and learning support connected to your Programme (Tuition Fees).**

Tuition Fees enable UCL to function effectively as a University and deliver the Programme to you.
  - 7.1.2 **other fees related to your Programme (Programme Fees).**

The amount of Programme Fees payable will be different depending on the nature of your Programme and the modules you choose to take. These fees relate to costs of Programme-related activities such as field trips or excursions or technology related costs.
- 7.2 Up to date details on Tuition Fees and Programme Fees can be found on the UCL Fees Schedule, which can be found at <https://www.ucl.ac.uk/students/fee-schedules-2019-2020-postgraduate-taught>
- 7.3 UCL reserves the right to require that you pay a deposit to secure your place on a Programme.
- 7.4 The Tuition Fees that you are required to pay are contained in the Offer and, if you Accept an Offer, on your UCL Portico account. The details contained on your UCL Portico account will be the definitive statement of Tuition Fees due from you. UCL determines whether the UK/EU or overseas rate of Tuition Fees should be charged in accordance with the Education (Fees and Awards) (England) Regulations 2007 and subsequent amendments but shall judge each case as it shall see fit at its absolute discretion.
- 7.5 If UCL notifies you that your fee status is undetermined, you must complete and return UCL's fee status questionnaire (which will have been sent to you with the Offer) as soon as possible and in any event so that UCL receives your fee status questionnaire by not later than three months after the date of the Offer.
- 7.6 **If your Tuition Fee status is undetermined at the time UCL has notified you that it will invoice for Tuition Fees, UCL will invoice you for Tuition Fees at the rate payable by overseas students for the Programme.**

- 7.7 If you wish to challenge UCL's assessment of the Tuition Fees that you are required to pay, you must write to UCL giving notice of the complaint in accordance with the process set out in the Tuition Fee outcome letter and such complaint must be received by UCL within three months after the date of the Offer or, if later, notification by UCL to you of the determination of your Tuition Fees.
- 7.8 ***You should be aware that there may be other costs associated with your study at UCL that are your responsibility, and which are not covered by the Fees or otherwise by these Terms. For example, you may purchase books and/or other materials in connection with your Programme (including internet access and specific hardware and software requirements) or incur printing and photocopying charges; you may be required to make payments connected with your graduation ceremony.***
- 7.9 You should be aware that you may also incur fines if you do not comply with certain aspects of the Student Regulations and Policies (including for example for late return of library materials or causing damage).
- 7.10 You are responsible for ensuring your Fees and any other fees, charges or fines incurred by you at UCL or in connection with your studies are paid in a prompt and timely fashion.
- 7.11 Where a third party is responsible for payments on your behalf, you will remain responsible for payment by that third party and so must ensure that they pay in a prompt and timely fashion.
- 7.12 If any Fees remain outstanding after the due date for payment, UCL reserves the right to do any or all of the following:
- 7.12.1 suspend or terminate your registration as a student at UCL;
  - 7.12.2 prevent you from re-enrolling on your Programme (where applicable);
  - 7.12.3 withhold any award you are entitled to; and/or
  - 7.12.4 take legal action against you to recover the outstanding Fees and any interest on those amounts (calculated at an annual rate of 3% above the Bank of England base rate). This means that if you are overdue in paying £15,000 in tuition fees and the base rate is 0.5%, interest will accrue at £525 per year or £1.44 per day;
- 7.13 Where any of sections 7.12.1-7.12.4 apply, UCL will not be required to perform its obligations set out in these Terms.

## Part 4 – Important legal information

### 8 Data protection

- 8.1 UCL is committed to protecting and respecting your privacy and personal data.
- 8.2 Please carefully read through UCL's Online Programmes Student Privacy Notice (available at: <https://www.mgmt.ucl.ac.uk/ucl-mba-student-privacy-policy>) which supplements UCL's Student and General Privacy Notices (available at: [www.ucl.ac.uk/legal-services/privacy](http://www.ucl.ac.uk/legal-services/privacy)). The privacy notice explains how and why UCL processes your personal data whilst you are a student.

### 9 Termination

- 9.1 UCL may end the Contract and expel you immediately by giving you notice if:
  - 9.1.1 you fail to pay any Fees and/or any deposits when due; or
  - 9.1.2 any of the conditions specified in Appendix 1 are not met at any time; or
  - 9.1.3 you breach an important term of this Contract or any Student Regulations and Policies or repeatedly breach them and either that breach is not capable of remedy or you do not remedy that breach within a reasonable period of time of being asked to in writing; or
  - 9.1.4 relevant to your Programme, a Third Party Provider terminates your access to any platform or online system made available to you as more fully described in Appendix 4 of these Terms.
- 9.2 If you are suspended from UCL in accordance with the Student Regulations and Policies or where applicable to your Programme, your access is suspended to any platform or online system made available by a Third Party Provider as more fully described in Appendix 4 of these Terms, UCL's obligations under the Contract shall be suspended for the duration of your suspension.
- 9.3 If you are excluded from UCL in accordance with the Student Regulations and Policies, the Contract shall automatically end with effect from the date of your expulsion.

### 10 Liability and Insurance

- 10.1 **Your attention is particularly drawn to this section because it imposes certain restrictions on UCL's potential liability to you.**
- 10.2 UCL does not in any circumstances seek to limit or exclude its liability for death or personal injury arising out of UCL's negligence, fraud or fraudulent misrepresentation or for any other liability which UCL cannot limit or exclude by law.
- 10.3 Subject to section 10.2, UCL does not accept any liability for loss that does not flow naturally from a breach of its obligations under these Terms. This is often referred to as indirect or consequential loss. In addition, particular types of loss that UCL does not accept liability for, whether direct or indirect and whether considered a possibility at the time the contractual relationship came into effect, are loss of earnings (including delay in receipt of potential earnings), loss of opportunity, loss of profit and loss of your data.
- 10.4 Subject to section 10.2, UCL does not accept responsibility for:
  - 10.4.1 any loss or damage to your property;
  - 10.4.2 any breach by a Third Party Provider of its obligations in any contract that it may have in place with you;
  - 10.4.3 loss or corruption of data; or
  - 10.4.4 any unavailability of a Third Party Provider's platform or online system used in the provision of the Programme.

10.5 Subject to the above provisions of this section 9, UCL's total aggregate liability to you arising out of or in connection with these Terms and/or your period of study at UCL (whether in contract, tort or otherwise) shall in no circumstances exceed an amount equivalent to twice the total Fees payable by you in connection with your Programme. Please note that Fees does not include the costs outlined in section 7.7 which include as examples the cost of books and/or other materials, printing and photocopying, and graduation ceremonies(where applicable).

## 11 Notices

- 11.1 Any notice or other information relating to the formal relationship between you and UCL that you need to give to UCL, or that UCL needs to give to you, must be in writing and may be given by hand or sent by e-mail or post. UCL will use e-mail as a primary means of communication for sending you this information, although any particularly important documents will also be sent by post to your last recorded address.
- 11.2 You should check your UCL e-mail account regularly as any email will be deemed to be properly given by UCL and received by you once it has been sent to your UCL email account. UCL cannot be held responsible for the consequences of any messages that you have not read or if a message is delayed, lost or deleted after it has been sent to your UCL email account.
- 11.3 You are responsible for maintaining up-to-date address and other contact details via your Portico account. Any notices or information sent to your last recorded address will be deemed to have been properly given.
- 11.4 Subject to section 2.5 of these Terms, a notice under section 11 will be validly served by you if sent to UCL: (i) at the following address for hand delivery or post: Graduate Admissions, 1-19 Torrington Place, London, WC1E 7HB; or (ii) by email to: [postgraduate-admissions@ucl.ac.uk](mailto:postgraduate-admissions@ucl.ac.uk).
- 11.5 UCL may also draw your attention to important information through announcements on UCL's website, Portico and through emails to the UCL student population generally.

## 12 General

- 12.1 These Terms and the relationship between UCL and you shall be governed by and interpreted in accordance with English law.
- 12.2 Both UCL and you agree to the non-exclusive jurisdiction of and to accept the authority of the courts of England and Wales.
- 12.3 If any condition of this relationship is found to be void or unenforceable (in whole or in part) by any court or other competent authority, the rest of the contractual relationship will continue to apply.
- 12.4 UCL may need to make changes to these Terms from time to time. While we will try not to make changes, if we do we will act reasonably and notify you of changes by posting the updated Terms on the UCL website and drawing the specific changes to your attention and, where reasonably practical, providing notification to you (whether to you specifically or generally to the UCL student population).
- 12.5 UCL's contractual relationship with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

## Part 5 - Student Regulations and Policies

### 13 UCL's Student Regulations and Policies

- 13.1 Details of all of UCL's Student Regulations and Policies can be found in the UCL Academic Manual (<http://www.ucl.ac.uk/srs/academic-manual/policy-az>) and as repeated or supplemented at <http://www.ucl.ac.uk/current-students/guidelines>. It is important that you read and understand the Student Regulations and Policies as it is a fundamental term of the Contract that you comply with them.
- 13.2 We are aware that the Student Regulations and Policies are detailed and that there are a number of documents. This reflects the many different ways in which you may interact with the UCL environment. To help you identify some of the more important Student Regulations and Policies, we have summarised these below, together with a direct link to the relevant page of UCL's website:

Student Regulation	Summary	Hyperlink
Academic Manual	Sets out requirements about academic progress, attendance, examinations and UCL's right to suspend or exclude you from your studies on academic grounds.	<a href="https://www.ucl.ac.uk/srs/academic-manual/overview">https://www.ucl.ac.uk/srs/academic-manual/overview</a>
Payment of Tuition Fees	Provides information about how and when you must pay your Tuition Fees.	Please refer to your programme specific website for details about your Tuition Fees.
Tuition Fee Deposits	Provides information on when Tuition Fee Deposits are required, how they are to be paid and the circumstances in which they are forfeited or refunded.	Please refer to your programme specific website for details about Tuition Fee Deposits.
Student Protection Policy	Sets out UCL's approach to the closure of any aspect of its facilities or academic provision or an inability to deliver a material component of the Programme which could have an adverse effect on the interest of current or prospective students.	<a href="https://www.ucl.ac.uk/srs/sites/srs/files/student_protection_policy.pdf">https://www.ucl.ac.uk/srs/sites/srs/files/student_protection_policy.pdf</a>
Information Security Policy	Sets out requirements for use of UCL's IT facilities in an acceptable manner. Includes circumstances that may lead to disciplinary action, up to and including dismissal from UCL without notice. Also sets out circumstances potentially resulting in court proceedings attracting both criminal and civil liability.	<a href="https://www.ucl.ac.uk/information-security/information-security-policy">https://www.ucl.ac.uk/information-security/information-security-policy</a>
Library Regulations	Sets out the requirement to use UCL's Library facilities in an acceptable manner and includes certain sanctions, penalties and/or other disciplinary action for non-compliance.	<a href="http://www.ucl.ac.uk/library/about/strategies-policies/regs">http://www.ucl.ac.uk/library/about/strategies-policies/regs</a>

Disability	<p>Outlines the ways in which UCL addresses the needs of disabled students. Sets out UCL’s firm commitment to offering an excellent education to all students and central to this policy is UCL’s intention to take account of individual needs and to work with disabled students to find appropriate and practical solutions to any problems that might arise.</p>	<p><a href="https://www.ucl.ac.uk/library/disabled-users">https://www.ucl.ac.uk/library/disabled-users</a></p>
Complaints Procedure	<p>Provides details on how students should express concern or dissatisfaction with aspects of UCL or the quality of services provided. It is central to UCL’s commitment to providing a high quality educational experience for all our students, reflected in excellent academic, administrative and pastoral support services with the aim for every student to be satisfied with their experience of UCL.</p>	<p><a href="https://www.ucl.ac.uk/srs/academic-manual/c1/complaints/Student_Complaints_Procedure.pdf">https://www.ucl.ac.uk/srs/academic-manual/c1/complaints/Student_Complaints_Procedure.pdf</a></p>
Harassment and Bullying	<p>Outlines UCL’s firm commitment to equality and diversity and how UCL will not tolerate the harassment or bullying of one member of its community by another or others. Sets out to promote the development a working environment in which harassment and bullying are known to be unacceptable and where individuals have the confidence to complain about harassment and bullying, should they arise, in the knowledge that their concerns will be dealt with appropriately and fairly.</p>	<p><a href="https://www.ucl.ac.uk/current-students/guidelines/harassment-bullying">https://www.ucl.ac.uk/current-students/guidelines/harassment-bullying</a></p>
Disciplinary Code and Procedure	<p>Sets out the standard of conduct and behaviour reasonably expected of you and also includes the right of UCL to suspend or exclude you on disciplinary grounds.</p>	<p><a href="https://www.ucl.ac.uk/srs/academic-manual/c1/disciplinary-code">https://www.ucl.ac.uk/srs/academic-manual/c1/disciplinary-code</a></p>
Data Protection Policy	<p>Reflect UCL’s commitment to ensure that every employee and registered student complies with the data protection law and to ensure the confidentiality of any personal data held by UCL, in whatever medium.</p>	<p><a href="https://www.ucl.ac.uk/legal-services/data-protection-overview">https://www.ucl.ac.uk/legal-services/data-protection-overview</a></p>
Intellectual Property Policy (Students)	<p>Sets out the rules, rights and obligations of UCL students in relation to intellectual property created in the course of study.</p>	<p><a href="https://www.ucl.ac.uk/current-students/guidelines/intel_prop_rights">https://www.ucl.ac.uk/current-students/guidelines/intel_prop_rights</a></p>
Religion and Belief Equality Policy and Equal Opportunity Policy	<p>Reflects how UCL seeks to address issues of discrimination and ensure equality in relation to the selection, recruitment and relationship with students.</p>	<p><a href="https://www.ucl.ac.uk/current-students/guidelines/religious-equality">https://www.ucl.ac.uk/current-students/guidelines/religious-equality</a></p>

Plagiarism Policy	Outlines what is considered to be plagiarism and how allegations and instances of plagiarism are addressed at UCL.	<a href="http://www.ucl.ac.uk/current-students/guidelines/plagiarism">http://www.ucl.ac.uk/current-students/guidelines/plagiarism</a>
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## Appendix 1 – Conditions of Enrolment

### 1. Conditions of Enrolment

Your Offer and/or right to enrol and/or participate on the Programme is conditional on the following conditions being met:

- (a) any conditions specified in the Offer communicated to you on the applicant portal being satisfied (unless stated otherwise in writing) on or before the earlier of; (i) the date specified in the Offer; or (ii) the date on which the Programme is due to commence;
- (b) there must be no change in your circumstances which would make it inappropriate for you to participate in the Programme or to be enrolled at UCL. Such a change in circumstances would include anything that would entitle UCL to: (i) withdraw you from your Programme in accordance with these terms and conditions; or (ii) discipline you, if you had been (at the time) a student at UCL;
- (c) you must comply with UCL's processes and procedures for providing original evidence (translated into English if applicable) of the qualifications that entitle you to be registered for the Programme to which you have been made an Offer. All items must be uploaded via the applicant portal. You will not be permitted to enrol unless and until such documentation has been received by UCL;
- (d) you must have a good command of English to the standard acceptable to UCL, as set out at <https://www.ucl.ac.uk/prospective-students/graduate/learning-and-living-ucl/international-students/english-language-requirements>. Please note, any extra expense incurred in doing so will be your responsibility;
- (e) you must not have a criminal conviction that UCL deems would make it unsuitable for you to be admitted to the Programme. For these purposes a criminal offence excludes motoring offences for which a fine and/or up to three penalty points on a driving licence were imposed. You must inform UCL of any criminal conviction(s) at any time;
- (f) you must register and enrol at UCL in accordance with UCL's instructions and by the date notified to you. If you do not register and/or enrol as required, UCL may refuse to register and/or enrol you or charge you a late registration or enrolment fee; and
- (g) you must comply with the Student Regulations and Policies.

## Appendix 2 – Surprising Terms

### 1. Student withdrawal

Without limiting any right of UCL under these terms and conditions or any policy, examples of some circumstances in which UCL may require that a student withdraw from a Programme include:

- (a) Proven assessment irregularity; Plagiarism (<https://www.ucl.ac.uk/academic-manual/chapters/chapter-6-student-casework-framework/section-9-student-academic-misconduct-procedure>)
- (b) Ill Health affecting your ability to engage with the Programme, or where this would put others at risk (<https://www.ucl.ac.uk/academic-manual/chapters/chapter-6-student-casework-framework/section-3-fitness-study-procedure> )
- (c) Proven Disciplinary Offences (<https://www.ucl.ac.uk/academic-manual/chapters/chapter-6-student-casework-framework/section-8-disciplinary-code-and-procedure-respect>)
- (d) Fraudulent Admissions Information (<https://www.ucl.ac.uk/academic-manual/chapters/chapter-1-student-recruitment-and-admissions/section-3-admissions-and-selection>)
- (e) Proven Fitness to Practise issues (<https://www.ucl.ac.uk/ioe/student-helpdesk/programme-services/initial-teacher-education-resources> and <https://www.ucl.ac.uk/school-life-medical-sciences/study/fitness-practise>)

### 2. Departmental requirements

Academic departments may have their own conventions and there may be elements of specific courses of study which must be passed at the first attempt. Students are advised to check with departments to determine if any such requirements pertain to their course of study.

### 3. Complaints that won't be considered by UCL

- (a) Admissions decisions

Unsuccessful applicants may complain about an admissions decision only if they believe that the service provided through the admissions process has not met the appropriate standard or if they believe that a procedural irregularity has affected the decision.

- (b) Academic judgement

UCL will not consider complaints that challenge academic judgement where due process has been observed.

### 4. Professional placements as part of programme

If a placement is withdrawn and it is not possible to secure a further placement, students may be subject to a Professional Practice Panel to consider whether this element of the Programme has been failed. (<https://www.ucl.ac.uk/ioe/student-helpdesk/programme-services/initial-teacher-education>)

### 5. Tuition fee deposits

For some postgraduate Programmes UCL requires that applicants pay a deposit to secure their place on the Programme. That deposit is only refundable in certain circumstances. Further information about Tuition Fee Deposits can be found on your programme specific website.

## Appendix 3 – Useful Contacts

We recommend you bookmark (or print) this section for future reference. Updates will be made to this information as required.

Contract	Postal Address	Address for Service	Email	Telephone
Admissions (Graduate)	Access and Admissions, Student and Registry Services, UCL, Floor 8, 1-19 Torrington Place, London, WC1E 7HB	Student Centre, Ground Floor, Chadwick Building, UCL, Gower Street, WC1E 6BT	admissions@ucl.ac.uk	020 7679 7742 / 020 7679 7381
Admissions (Teaching Training)	Access and Admissions, Student and Registry Services, UCL, Floor 8, 1-19 Torrington Place, London, WC1E 7HB	Student Centre, Ground Floor, Chadwick Building, UCL, Gower Street, WC1E 6BT	teaching-admissions@ucl.ac.uk	020 7679 7742 / 020 7679 7381
Data Protection Officer	UCL Legal Services, 6th floor, 1-19 Torrington Place, London, WC1E 7HB	UCL Legal Services, 6th floor, 1-19 Torrington Place, London, WC1E 7HB	data-protection@ucl.ac.uk	020 3108 8726 / 020 3108 8764
Freedom of Information	UCL Legal Services, 6th floor, 1-19 Torrington Place, London, WC1E 7HB	UCL Legal Services, 6th floor, 1-19 Torrington Place, London, WC1E 7HB	foi@ucl.ac.uk	020 3108 8726 / 020 3108 8764
Student Disability Services	SSW Area, Level 4, Core A, UCL Institute of Education, 20 Bedford Way, London WC1H 0AL	SSW Area, Level 4, Core A, UCL Institute of Education, 20 Bedford Way, London WC1H 0AL	disability@ucl.ac.uk	020 7679 0100
Examinations	Examinations, Student and Registry Services, UCL, Floor 9, 1-19 Torrington Place, London, WC1E 7HB	Student Centre, Ground Floor, Chadwick Building, UCL, Gower Street, WC1E 6BT	examinations@ucl.ac.uk	020 7679 4126
Doctoral School	Doctoral School, Office of the Vice-Provost (Research), UCL, 2 Tavition Street, London, WC1H 0BT	Doctoral School, Office of the Vice-Provost (Research), UCL, 2 Tavition Street, London, WC1H 0BT	docschool@ucl.ac.uk	020 7679 1422
Student Support and Events	SSW Area, Level 4, Core A, UCL Institute of Education, 20 Bedford Way, London WC1H 0AL	Student Centre, Ground Floor, Chadwick Building, UCL, Gower Street, WC1E 6BT	grad_ceremonies@ucl.ac.uk	0203 108 7358
Information Services Division	UCL Information Services Division, 1st Floor, The Podium, 1 Eversholt Street, London, NW1 2DN	Ground Floor, DMS Watson Building, UCL, Gower Street, London, WC1E 6BT	servicedesk@ucl.ac.uk	020 7679 5000
International Student Support	SSW Area, Level 4, Core A, UCL Institute of Education, 20 Bedford Way, London WC1H 0AL	Student Centre, Ground Floor, Chadwick Building, UCL, Gower Street, WC1E 6BT	internationalsupport@ucl.ac.uk	020 3108 4043
Library Services	UCL Library Services, UCL, Gower Street, London WC1E 6BT	UCL Library Services, UCL, Gower Street, London WC1E 6BT	library@ucl.ac.uk	020 7679 7792

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Student Records	Student Records, Student and Registry Services, UCL, Floor 9, 1-19 Torrington Place, London, WC1E 7HB	Student Centre, Ground Floor, Chadwick Building, UCL, Gower Street, WC1E 6BT	studentrecords@ucl.ac.uk	020 3108 8292
Research Degrees	Research Degrees, Student and Registry Services, UCL, Floor 9, 1-19 Torrington Place, London, WC1E 7HB	Student Centre, Ground Floor, Chadwick Building, UCL, Gower Street, WC1E 6BT	researchdegrees@ucl.ac.uk	020 3108 8293
Student Fees	Student Fees and Credit Control, UCL, Floor 7, 1-19 Torrington Place, London, WC1E 7HB	Student Centre 2, Ground Floor, Chadwick Building, UCL, Gower Street, WC1E 6BT	fees@ucl.ac.uk	020 3108 7284
Student Funding	Student Funding, UCL, Floor 7, 1-19 Torrington Place, London, WC1E 7HB	Student Centre, Ground Floor, Chadwick Building, Gower Street, WC1E 6BT	studentfunding@ucl.ac.uk	020 7679 0004
UCL Student Mediator	Room G14, Ground Floor, Andrew Huxley Building, UCL, Gower Street WC1E 6BT	Room G14, Ground Floor, Andrew Huxley Building, UCL, Gower Street WC1E 6BT	studentmediator@ucl.ac.uk	020 3108 5040
UCL Union Rights and Advice	UCLU Rights & Advice Centre, First Floor, UCL Bloomsbury Building, 15 Gordon Street, London, WC1H 0AY	UCLU Rights & Advice Centre, First Floor, UCL Bloomsbury Building, 15 Gordon Street, London, WC1H 0AY	uclu-rights.advice@ucl.ac.uk	020 7679 2998

## Appendix 4 – UCL Third Party Partner

### 1 Definitions

For the purposes of this Appendix 4, the following definitions shall apply:

- 1.1 “**2U Inc.**” means 2U, Inc., a company registered in Maryland, USA and having its registered office address at 7900 Harkins Road, Lanham, MD 20706;
- 1.2 “**2U Group**” means 2U Inc. and 2U UK;
- 1.3 “**2U UK**” 2U Group (UK) Limited, a company incorporated in England under number 11466674 whose registered address is C/O Skadden, Arps, Slate, Meagher & Flom (UK) LLP 40 Bank Street, Canary Wharf, London, United Kingdom, E14 5DS;
- 1.4 “**LMS Terms**” means the LMS Terms and Conditions set out in Annex 1 of this Appendix 4; and
- 1.5 “**LMS**” means the online learning management system operated by 2U Group which you are required to access in order to take part in the Programme.

### 2 General

- 2.1 UCL has entered into a partnership with 2U Group in order to make the Programme available to you. As the Programme is to be provided through the LMS, you are required to accept and comply with the LMS Terms. The LMS Terms have been made available to you in these Terms for information purposes only.
- 2.2 2U Group will provide you with access to the LMS on your acceptance of the LMS Terms. The LMS Terms govern your access to and your use of the LMS for the purposes of completing your Programme. The LMS Terms will be made available to you by 2U Group for acceptance on your first access to the LMS. The LMS Terms are a separate contract between you and 2U Inc. UCL is not a party to the LMS Terms.
- 2.3 As part of UCL’s partnership with 2U Group, certain services will be made available to you as a student of the Programme. These services include student support, counselling and career services as more fully described in the LMS.

### 3 Data Protection

- 3.1 The relevant 2U Group privacy policy referred to in the LMS Terms, which describes how 2U Group will use your personal data on the LMS, will be made available by 2U Group to you on your first access to the LMS.

### 4 Change to the LMS Terms

- 4.1 2U Group may make changes to the LMS Terms from time to time as more fully described in the opening section of the LMS Terms.

### 5 Use of the LMS in breach of the Platform Terms

- 5.1 **Your attention is specifically drawn to the terms of section 5.2.**
- 5.2 UCL shall have no liability to you in the event that you are unable to participate in the Programme as a result of your access to the LMS being suspended or terminated by 2U Group as a result of your breach of the LMS Terms. This includes the inability of UCL to provide the education and related services as more fully described in Part 2 of these Terms as a result of such suspension or termination.

### 6 Contacts

6.1 If you wish to contact 2U Group regarding the LMS or the services that 2U Group provide to you then please contact 2U Group at one of the following email addresses:

- 6.1.1 [admissions@onlinelearning.ucl.ac.uk](mailto:admissions@onlinelearning.ucl.ac.uk)
- 6.1.2 [studentsuccess@onlinelearning.ucl.ac.uk](mailto:studentsuccess@onlinelearning.ucl.ac.uk)
- 6.1.3 [techsupport@onlinelearning.ucl.ac.uk](mailto:techsupport@onlinelearning.ucl.ac.uk)
- 6.1.4 [careerservices@onlinelearning.ucl.ac.uk](mailto:careerservices@onlinelearning.ucl.ac.uk)

## Annex 1 – LMS Terms and Conditions

Thank you for your participation in University College London (the “University”) School of Management’s Masters in Business Administration online program (the “Program”). As a participant in the Program, you are required to use, access and interact with the Program’s learning management system (“LMS”), which includes all content, information, and functionality available through the LMS domain name (e.g. [online.ucl.ac.uk](http://online.ucl.ac.uk)), mobile applications, and any other media, telephony, software, devices or networks now in existence or developed later in connection with the Program or other functionality displayed or available to you through the LMS.

The LMS is operated by 2U, Inc. (“2U” or “we”). 2U is registered in Maryland, USA and has its registered office address at 7900 Harkins Road, Lanham, MD 20706. To contact us, please email [UCL@2u.com](mailto:UCL@2u.com).

By using, accessing and interacting with the LMS, you agree to be bound by the following LMS terms of use (“Terms of Use”) and the LMS [privacy policy](#) (“Privacy Policy”), which is incorporated into these Terms of Use by reference. If you do not agree to these Terms of Use, and the [Privacy Policy](#), do not use the LMS. Please print a copy of these terms for future reference.

These Terms of Use are different from your contract with the University (the “Student Contract”). The Student Contract is between you and the University only, and 2U is not a party to it. These Terms of Use only regulate your use of the LMS, not the provision of any teaching or academic instruction. Conversely, the University is not a party to these Terms of Use.

We reserve the right to modify or revise these Terms of Use in order to add additional services, remove services, change a service or as required for legal, regulatory or technological reasons. We will give you at least one month’s notice of any changes or additions to these Terms of Use. Your continued usage of the LMS following the end of the notice period will mean you accept those changes and will be required to comply with the Terms of Use as updated.

The materials provided on this LMS are protected by law, including, but not limited to, copyright laws and international treaties.

### **1. Learning Management System Services**

We provide the LMS as a service to the University and to you in order to facilitate the Program. You are required to use the LMS to participate in the Program, such as to attend class sessions or discussions, obtain faculty feedback, or submit assignments.

We may record, archive and make available recordings of live class sessions through the LMS (the “Recordings”) for your reference. The Recordings may be made available to other users who access the LMS who have a need to view the Recordings as part of their participation in the Program.

2U or the University may communicate with you and send you administrative messages and service announcements regarding your participation in the Program (the “Program Communications”). These are a necessary part of providing the Program to you, so you will not be able to opt out of receiving the Program Communications while enrolled in the Program.

### **2. Account Information Obligations**

You are responsible for submitting, maintaining and updating information you submit through your account (such as your user name and password) (“Account Information”) to ensure that all information is and remains accurate, current, and complete. You are solely responsible for all activity associated with your account, including online conduct and use of the LMS through your account, and the consequences of any such use. You must ensure that no one else uses your account and you should therefore maintain the confidentiality of your account user name and password.

If your Account Information is not accurate, current, or complete, please update it as soon as possible. If you do not, this may harm your ability to participate in the Program, or the outcome of your participation in the Program.

If we have reason to believe that someone other than you is accessing the LMS using your account, or that you have violated these Terms of Use in any other way, we have the right to suspend your account and prohibit you from using of the LMS until we are satisfied that the unauthorized access or other violation won't happen again. In serious cases, we may terminate your account and prevent you from using the LMS altogether. This would mean that you are not able to participate in the Program. In the event that we exercise our rights under this paragraph, we will provide you with notice and such notice shall detail the reasons for the suspension or termination (as applicable) of access to your account on the LMS.

Should you become aware of any unauthorized use of your Account Information, you should notify us immediately by sending an email to [Privacy@2U.com](mailto:Privacy@2U.com) with the words “Unauthorized Access” in the subject line of the email.

### **3. LMS Materials; Use Restrictions**

The LMS contains copyrighted material (including but not limited to text, graphics, videos, images, music, sounds, source code, user generated content, and compilations of individual data), trademarks, trade names, other registered or protected information, and other content such as text, graphics, images, photographs, illustrations, logos, information obtained from other parties, such as 2U’s licensors, (collectively, “LMS Materials”). 2U and/or the University retains all ownership, rights, title and interest to and in the LMS Materials.

You may view, access, download or print hard copies of the LMS Materials only for your personal, educational, and non-commercial use and where such option is made available to you in the LMS. You may not use the LMS Materials in any way for any public or commercial purpose.

We strictly prohibit any use of the LMS Materials for any purpose not specifically identified or authorized in these Terms of Use or expressly permitted by us. In particular, you must not, without our written permission:

- Use any LMS Materials as the basis for other works that you create;
- Copy, modify, publish, transmit, distribute, publicly perform, publicly display, reverse engineer, sell, or otherwise exploit any LMS Materials (including but not limited to any LMS Materials that you download or print), excluding information that is in the public domain or has been licensed to you;
- Try to discover, interfere with or copy any source code used in connection with the LMS;
- “Mirror” any LMS Materials contained in the LMS or any other server;

- Use the LMS for any purpose that is unlawful or otherwise prohibited by these Terms of Use;
- Use the LMS in any manner that could damage, disable, overburden, or impair the LMS, or interfere with any other party's use and enjoyment of the LMS; or
- Attempt to gain unauthorized access to the LMS or get around our security technology through hacking, password mining or any other means.

#### **4. Your Content**

You agree that you alone are responsible for any and all text, graphics, videos, images, music, sounds, and any other content that you post (eg publish, upload or display) or transmit on or through the LMS (collectively "Your Content"), including any information that you submit in connection with your participation in the Program. The term "Your Content" does not include any Recordings, as referred to in Section 1 of these Terms of Use.

Your Content must be true and accurate and must not contain any information that you did not create or that you do not have permission to post or transmit on or through the LMS.

You agree that we and/or University may review any of Your Content posted on the LMS and delete or remove any of Your Content for any reason, including where we or the University reasonably determines that Your Content violates these Terms of Use, is offensive or illegal, or may violate the rights of, harm, or threaten the safety of others.

The University and 2U may create such copies of Your Content as are necessary for the posting and storage of Your Content on the LMS. However, you are responsible for creating back-up copies of any of Your Content that you post or transmit on or through the LMS or otherwise provide to us or University.

By posting or transmitting Your Content on or through the LMS, you hereby grant to the University and 2U a limited, royalty-free, transferable, and worldwide licence (which includes the right to sublicense) to copy, modify, publish, transmit, distribute, publicly perform, or publicly display Your Content.

You may remove Your Content at any time, unless otherwise instructed by your professor or by the University. Removing Your Content will not impact on any previous uses of Your Content by the University and 2U and the University and 2U may preserve archived copies of Your Content.

In some circumstances, other users of your LMS community may access, view, store and reproduce any of Your Content posted or transmitted by you on or through the LMS.

#### **5. User Code of Conduct**

We provide the LMS to you for your personal, educational, and non-commercial use only. You agree that Your Content does not include any libelous, defamatory, or otherwise unlawful material, or violate or infringe upon the rights of any third party, including but not limited to any and all copyright, trademark, privacy, publicity, or other personal or proprietary rights.

You must not visit or use the LMS to:

- Post, transmit, or otherwise make available:

- any of Your Content that the University and/or 2U may reasonably deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, false, invasive of privacy or publicity rights, hateful, discriminatory, defamatory, or racially, ethnically, or otherwise (similarly) objectionable;
- any of Your Content that would constitute, encourage, or provide instructions for a criminal offence or violate the rights of any party, or that would otherwise create liability or violate any local, national, or international law;
- any advertising or promotional materials or any other materials with a commercial purpose, unrelated to your participation in the Program;
- any material that contains or links to content that is unsafe (e.g. software viruses, worms, spyware and Trojans) or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- any of Your Content that the University and 2U may reasonably deem to be objectionable, that restricts or inhibits any other person from using or enjoying the LMS, or that may expose University and 2U or LMS users to any harm or liability of any type, or which may disable, overburden, or impair the LMS;
- Obtain email addresses or other contact information of any individual from the LMS for the purposes of sending unsolicited emails or other unsolicited communications for commercial purposes or unrelated to your participation in the Program;
- Intimidate or harass any individual;
- Use automated scripts to collect information from or otherwise interact with the LMS;
- Impersonate any person or entity (including 2U), or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity; or
- Use or attempt to use another person's account, service, or system without authorization from University and 2U, or create a false identity on the LMS.

You are solely responsible for your interactions with any other individuals who visit or use the LMS and for resolving any disputes that might arise due to your interactions. However, the University and 2U reserve the right to monitor any such disputes and to take any action that we, in our sole discretion, deem necessary. In serious cases (e.g. where you are harassing or intimidating someone using the LMS), this may include terminating your access to and use of the LMS. In the event that we exercise our right under this paragraph, we will provide you with notice and such notice shall detail the reasons for the termination of your access to and your use of the LMS.

## **6. Hyperlinks from the Website**

The LMS may contain hyperlinks to other websites and webpages (“Third-Party Websites”) as well as to text, graphics, videos, images, music, sounds, and information belonging to or originating from other third-parties (collectively, “Third-Party Applications”). We do not investigate, monitor, or review any Third-Party Website or Third-Party Applications to ensure their accuracy, completeness, or appropriateness. We are not responsible for the Third-Party Pages or any Third-Party Applications accessed through the Website. The inclusion of any

hyperlinks to any Third-Party Pages or Third-Party Applications on the LMS does not indicate University's and/or 2U's approval or endorsement of those Third-Party Pages or Third-Party Applications. If you choose to leave the LMS to access any Third-Party Pages or Third-Party Applications, you do so at your own risk.

## **7. Intellectual Property Rights**

Trademarks, logos, and service marks displayed or otherwise used on the LMS, including, but not limited to "University College London" and "2U" (collectively the "Intellectual Property"), are registered trademarks of 2U and/or the University. The Intellectual Property is protected by law. All rights in the Intellectual Property are reserved to 2U, the University, or our licensors, affiliates, principals, or partners.

Nothing contained on the LMS should be construed as granting any licence or right to use any Intellectual Property displayed on the LMS without the written permission of 2U or the third party that may own the Intellectual Property displayed on the LMS. Your misuse of the Intellectual Property displayed on the LMS is strictly prohibited.

Any copyright owner or its agent that believes that any LMS Materials or other content on the LMS infringes upon its copyright(s) should give written notice to 2U's authorized agent, listed below. The notice to 2U shall contain the following information:

- A physical or electronic signature of the copyright owner or the individual authorized to act on behalf of the owner of a copyright that has allegedly been infringed upon;
- Identification of the copyrighted work claimed to have been infringed, or a representative list of such works;
- Identification of the copyrighted work that is claimed to be infringing or to be the subject of infringing activity that is reasonably sufficient to permit 2U to locate the material;
- The contact information of the copyright owner or the individual authorized to act on behalf of the copyright owner, such as an address, telephone number, and, if available, an email address;
- A statement that the copyright owner or the individual authorized to act on behalf of the copyright owner has a good faith reasonable belief that the particular use of the identified material is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and that the individual submitting the notice is authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

Any copyright owner or its agent may provide written submissions of alleged infringements of alleged infringements to 2U's designated Copyright Agent, [privacy@2u.com](mailto:privacy@2u.com), 7900 Harkins Road, Lanham, MD 20706. A notice may not be valid if it fails to comply with all of the above-listed requirements.

## **8. Personal data**

We will only use your personal information as set out in our [Privacy Policy](#).

## **9. Disclaimers and Warranties**

Your use of the LMS is at your own risk. No advice or information, whether oral or written, obtained by you from the University and 2U, our subsidiaries, agents, affiliates and/or licensors, or other users of the LMS, or through or from the LMS shall create any warranty not expressly stated in these Terms of Use.

We provide the LMS “as is” and “as available,” and the University and 2U, our subsidiaries, agents, affiliates and/or licensors do not represent or warrant to you that your use of the LMS will be uninterrupted, timely, secure, or free from error.

We may, in our sole discretion and at any time, modify or suspend the LMS or any LMS Materials, in full or in part, without notice to you for technical or operational reasons. We will try to give you reasonable notice of any major changes to or suspension of the LMS, and will try to make the LMS (or relevant LMS Materials) available again as soon as reasonably possible.

#### **10. Limitation of Liability**

The LMS is only available for your own personal, educational, and non-commercial use. You agree not to use the LMS for any commercial or business purpose. We have no liability to you for any loss of commercial business profit, loss of business, loss of goodwill, business interruption or loss of business opportunity.

We will not be liable to you for any lost earnings or any impact on your future earning potential.

We will also not be liable for any loss of data where this results from your failure to comply with these Terms of Use, including any failure to keep your Account Information secure, confidential and up-to-date.

The exclusions of our liability (other than loss of data) set out above apply if we have failed to make the LMS available in the way we should have done, or if we breach any of these Terms of Use. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

If defective digital content that we have supplied through the LMS, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, you may be entitled to repair or compensation under consumer protection law. We will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow instructions or to have in place the minimum system requirements advised by us.

We will not be liable for the acts or omissions of the University, which will be dealt with under the Student Contract.

#### **12. Governing Law and Jurisdiction**

You acknowledge and agree that any and all disputes, claims, and causes of action arising out of, or in connection with, in whole or in part, your use of the LMS shall be resolved by a court of competent jurisdiction located in your legal country of residence. These Terms of Use shall be governed by the laws of England.

#### **13. Severability**

The various provisions of these Terms of Use and the [Privacy Policy](#) are separate and independent and, should any term be declared invalid or unenforceable by a court or other appropriate tribunal, the remaining provisions and terms shall remain in full force and effect.

Last updated on 5 February 2019