These are the terms and conditions (the 'Terms') on which you may make use of the website www.EmperorCollegeLondon.com (a 'Website'), whether as a guest or a registered user. Please read these Terms carefully before you start to use the Website. By using the Website, regardless of how you access it, you confirm that you accept these Terms and that you agree to abide by them.

If you do not agree to these Terms, please refrain from using the Website.

- 1. About Emperor College London
- 1.1 Emperor College London operates as subsidiary of Schoolector Ltd, a company incorporated in England and Wales with company number 12435684 whose registered office is at First Floor 2 Woodberry Grove, North Finchley, London, United Kingdom, N12 0DR ('Emperor College London', 'we', 'us').
- 1.2 You can contact us by email to hello@EmperorCollegeLondon.com or in writing to the above address.
- 1.3 Our role is to support admissions services across a range of subject areas and study modes for education providers.

2. Changes to the Terms

- 2.1 We reserve the right at all times to vary, change, alter, amend, add to or remove any of these Terms. Please ensure that you review these Terms each time you use the Website as you will be deemed to have accepted a variation if you continue to use the Website after the variation has been posted.
- 2.2 The current draft of these Terms was adopted and published on 16 February 2021.

3. Information about you and visits to the Website

3.1 We process information about you in accordance with our GDPR and privacy policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

3.2 You will be asked to register, using certain details, before being given access to certain areas of our Website. We may use the details you provide in future to contact you in accordance with our privacy policy. You agree to disclose true and complete information during the account registration process, and to update your information if and when it changes.

4. Access to and use of our Website

- 4.1 You may only use the Website for lawful purposes. When using the Website, you must not:
- 4.1.1 decrypt, extract, disassemble, reverse-engineer or decompile the Website
- 4.1.2 use the Website in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- 4.1.3 include any portion of the Website in any other software program
- 4.1.4 develop methods to enable unauthorised parties to use the Website
- 4.1.5 create any modifications or derivative works directly or indirectly using the Website, or components thereof
- 4.1.6 knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware of the Website
- 4.1.7 damage, interfere with or disrupt the Website in any way
- 4.1.8 use the Website or information obtained from the Website to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)
- 4.1.9 use the Website for any purpose that is unlawful, improper or illegal, or in breach of any, or for the purpose of breaching any, law
- 4.1.10 use the Website in a way which infringes the rights of or harasses anyone else, is harmful to, or otherwise restricts or inhibits anyone else's use and enjoyment of the Website

- 4.1.11 use the Website to impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity
- 4.1.12 post comments about yourself or others which are not in good faith and in accordance with your honestly held beliefs
- 4.1.13 use the Website for the purpose of harming or attempting to harm minors in any way
- 4.1.14 use contact details obtained using the Website to harass any person
- 4.2 We reserve the right to amend the service we provide on our Website without notice. We will not be liable if for any reason the Website is unavailable at any time or for any period.
- 4.3 We will use our reasonable endeavours to make the Website available and accurate but cannot guarantee that the Website will operate continuously or without interruption or be error-free. You must not attempt to interfere with the proper working of the Website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device. You are also advised to use the appropriate antivirus software before and during access to the Website.
- 4.4 We reserve the right, at any time and for any reason or none, to suspend or terminate your access to, or use of, the Website, or any part thereof. We may also restrict access to some parts of our Website to users who have registered with us.
- 4.5 You must treat login information as confidential, and you must not disclose it to any third party outside of your organisation. Please ensure that you log off when not using the Website and ensure that devices which you use to access the Website are securely locked when not in your possession. You must notify us if you suspect there has been any unauthorised use of your login credentials or any other breach of security.
- 4.6 We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms. We will not be liable for any loss or damage whatsoever resulting from the disclosure of your username or password contrary to these Terms.

5. Intellectual property rights

5.1 We are the owner or licensee of all copyright and other intellectual property rights in any material contained on the Website.

- 5.2 You may access parts of the Website and download or copy material (by printing off individual pages onto paper) or download material for the purposes of supporting a student's application. The intellectual property rights in such material shall be retained by EmperorCollegeLondon or, where the material has been licensed to EmperorCollegeLondon, by the owners of the rights in the material. Copying, distributing or any use of the material contained on the Website for any commercial purpose is prohibited.
- 5.3 The Website contains trademarks which belong to EmperorCollegeLondon or which have been licensed to EmperorCollegeLondon by the trademark owners. Any use of these trademarks by you is forbidden unless prior written permission has been obtained from the trademark owner. EmperorCollegeLondon will take legal action against any individual or organisation which seeks to use EmperorCollegeLondon' name, material, logos or trademarks for unlawful purposes.
- 5.4 You may not remove any copyright, trademark or intellectual property notices contained in the original material from any material downloaded or copied from the Website.
- 5.5 You may not create a database by systematically downloading substantial parts of the Website.
- 5.6 Any rights not expressly granted in these Terms, or any document referenced in them, are reserved to EmperorCollegeLondon.

6. Disclaimer and limitation of liability

- 8.1 Emperor College London has taken care to ensure that the information on the Website is correct. However, no warranty, express or implied, is given as to: (i) its accuracy; or (ii) its availability, and Emperor College London does not accept any liability for error or omission. Emperor College London is not responsible for how the information is used, how it is interpreted or what reliance is placed on it. You should also be aware that the availability of courses, commission payments and fees is subject to conditions applied by individual institutions at their sole discretion.
- 8.2 The content of the Website is for general information only and does not constitute any form of advice or recommendation upon which a specific decision should be made. EmperorCollegeLondon has taken steps to ensure the materials contained on its Website are current and accurate, but to the fullest extent permitted by law Emperor

College London hereby excludes any warranty, whether express or implied, by statute at common law or otherwise, relating to the Website and the material contained on the Website. In particular (but without limitation of the above), Emperor College London gives no warranties as to quality, accuracy, timeliness, completeness or fitness for a particular purpose of the Website or of the material contained in it.

- 8.3 To the fullest extent permitted by law, Emperor College London shall not be liable for any claims, costs, penalties, loss (whether direct, indirect or consequential and whether economic or special loss of any nature), damages or expenses arising from the use or from the inability to use the Website. Emperor College London does not accept liability from reliance on information or advice contained on the Website or from any unauthorised access or alteration to the Website by a third party.
- 8.4 We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control, including, without limitation, industrial actions, lockdowns,, breakdown of systems or network access, or flood, fire, explosion or accident.
- 8.5 Nothing in these Terms shall exclude liability for death or personal injury directly caused by our negligence, nor any other liability which cannot be excluded or limited under applicable law.

9. General

- 9.1 These Terms are not intended to confer any benefit on a third party under the provision of the Contracts (Rights of Third Parties) Act 1999.
- 9.2 These Terms shall be construed and interpreted in accordance with the laws of England and Wales. The courts of England shall have exclusive jurisdiction in relation to any claim, dispute or other matters arising therefrom, without prejudice to Emperor College London' right to bring proceedings in the courts of the country of residence of any user of the Website.
- 9.3 If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms which shall continue to have full force and effect.
- 9.4 The failure by us to exercise any right or remedy under these terms and conditions shall not constitute a waiver of that right or remedy.