



# Conditions of Use

## **TERMS AND CONDITIONS – EHL ONLINE COURSES**

Welcome to EHL Online Courses. The present document governs your contractual relationship with EHL Academia SA (CHE-242.859.242, Route de Cojonnex 18, 1000 Lausanne 25, Switzerland) and EHL Haute Ecole SA (CHE-280.364.349, Route de Cojonnex 18, 1000 Lausanne 25, Switzerland)<sup>1</sup> regarding the EHL online courses for which you have chosen to study (hereinafter: “services” or “online course”).

<sup>1</sup> Hereinafter collectively referred to as: “EHL”

## **DESCRIPTION OF COURSES.EHL.EDU**

EHL, through the EHL Online Courses website (the "Site," which consists of all content and pages located within the [courses.ehl.edu](https://courses.ehl.edu) web domain), offers online courses that include opportunities for professor-to-student and student-to-student interactivity, individual assessment of a student's work and, for students who demonstrate their mastery of subjects, a certificate of completion or other acknowledgment.

## **1. TERMS OF SERVICES – EHL ONLINE COURSES**

Please read these Terms of Service ("TOS"), the EHL Privacy Policy (<https://www.ehlgroup.com/en/privacy>) and Online Honor Code prior to registering for [courses.ehl.edu](https://courses.ehl.edu) or using any portion of the, including accessing any course material, chat rooms, or other electronic services. The fees indicated, these TOS, the Privacy Policy and the Online Honor Code are the agreement (the "Agreement") between you and EHL.

By using the Site and registering for an online course, you accept and agree to be legally bound by the Agreement. If you do not understand or do not wish to be bound by the terms of the Agreement, you must not use the Site, and you must not register for an online course.

EHL reserves the right to modify these TOS at any time without advance notice. Unless otherwise explicitly provided by the present document, any changes to these TOS will be effective immediately upon posting on this page, with an updated effective date. By accessing the Site after any changes have been made, you signify your agreement on a prospective basis to the modified TOS and all of the changes. Be sure to return to this page periodically to ensure familiarity with the most current version of these TOS.

## **A. FINANCIAL CONDITIONS AND WITHDRAWALS**

All fees rates are stated in CHF and shall be exclusive of sales taxes (VAT).

All fees specified in Invoice forms shall be paid in advance.

Fees shall be paid by credit card or PayPal. By providing credit card information to EHL, you authorize EHL to charge such credit card for all purchased services listed in the invoice form.

After validation of payment the access shall be delivered directly by EHL.



Any purchase of an online or advanced online course is final. No refunds will be granted, and Fees are not refundable except in case of cancellation of courses decided by EHL. You can change a start date for a course you have purchased, as long as the change happens at the latest 16 days before the start date.

Any enrollment for a given course is considered final 15 days before the start of course. EHL has no obligation to reschedule a course after this date.

EHL reserves the right to change fees rates at any time.

An advanced online course must be completed in the 12 months period following the scheduling of the first course.

## **B. RULES FOR ONLINE CONDUCT**

You agree that you are responsible for your own use of the Site and for your User Postings. "User Postings" include all content submitted, posted, published or distributed on the Site by you, including but not limited to all forum posts, edits, notes, questions, comments, videos and file uploads. You agree that you will use the Site in compliance with these TOS, the Honor Code and all applicable local, cantonal, national and international laws, rules and regulations, including copyright laws, any laws regarding the transmission of technical data exported from your country of residence.

As a condition of your use of the services, you will not use the Site in any manner intended to damage, disable, overburden or impair any EHL server or the network(s) connected to any EHL server or to interfere with any other party's use and enjoyment of the Site. You must not attempt to gain unauthorized access to the Site, other accounts, computer systems or networks connected to any EHL server through hacking, password mining or any other means. You must not obtain or attempt to obtain any materials or information stored on the Site, its servers or associated computers through any means not intentionally made available through the Site.

## **C. THE FOLLOWING LIST OF ITEMS IS STRICTLY PROHIBITED ON THE SITE:**

- Content that defames, harasses or threatens others;
- Unlawful content, or content related to unlawful activities;
- Content that infringes another's intellectual property, including, but not limited to, copyrights or trademarks;
- Pornographic, obscene, or unethical content;
- Advertising or any form of commercial solicitation (including on behalf of third parties);
- Content related to political activities;
- Viruses, Trojan horses, worms, time bombs, corrupted files, malware, spyware or any other similar software that may damage any computer, tool, feature or property; and
- Content that contains intentionally inaccurate information or that is posted with the intent of misleading others.



Furthermore, you agree not to download any Site content, including but not limited to a list or directory of users on the system, on-line textbooks, academic content, User Postings, user information or any other EHL content. You agree not to misrepresent or attempt to misrepresent your identity while using the Site.

#### **D. USER ACCOUNTS AND AUTHORITY**

In order to participate fully in Site activities, you must provide your name, date of birth, an email address and a user password in order to create a user account ("User Account"). You agree that you will never disclose or share access or access information for your User Account with any third party for any reason. In setting up your User Account, you may be asked to enter additional optional information (e.g., your address). You represent that all information provided by you is accurate.

You agree to maintain and update your information to keep it accurate.

We care about the confidentiality and security of your personal information. Please see our Privacy Policy for more information about what information about you EHL collects and how EHL uses that information. You expressly agree to the processing of the personal data you have provided for the purpose of providing you with the services, in addition to the other purposes mentioned in the privacy policy.

#### **E. YOUR RIGHT TO USE CONTENT ON THE SITE**

Unless indicated as being in the public domain, the content on the Site is protected by Swiss and foreign copyright laws. Unless otherwise expressly stated on the Site, the texts, content, exams, video, images and other instructional materials provided with the courses offered on this Site are for your personal use in connection with those courses only.

Certain reference documents, digital textbooks, articles and other information on the Site are used with the permission of third parties, and use of that information is subject to certain rules and conditions, which will be posted along with the information. By using this Site you agree to abide by all such rules and conditions.

You agree to respect all copyright and other notices on any content you obtain from the Site. All rights in the Site and its content, if not expressly granted, are reserved.

#### **F. USER POSTINGS**

**User Postings Representations and Warranties.** By submitting or distributing your User Postings, you affirm, represent and warrant (1) that you have the necessary rights, licenses, consents and/or permissions to reproduce and publish the User Postings and to authorize EHL and its users to reproduce, modify, publish and otherwise use and distribute your User Postings in a manner consistent with the licenses granted by you below, and (2) that neither your submission of your User Postings nor the exercise of the licenses granted below will infringe or



violate the rights of any third party. You, and not EHL, are solely responsible for your User Postings and the consequences of posting or publishing them.

**License Grant to EHL.** By submitting or distributing your User Postings, you hereby grant to EHL a worldwide, non-exclusive, transferable, assignable, sub licensable, fully paid-up, royalty-free, unlimited in time, irrevocable right and license to host, transfer, display, perform, reproduce, modify, distribute, re-distribute, relicense and otherwise use, make available and exploit your User Postings, in whole or in part, in any form and in any media formats and through any media channels (now known or hereafter developed).

**License Grant to EHL Users.** By submitting or distributing your User Postings, you hereby grant to each user of the Site a non-exclusive license to access and use your User Postings in connection with their use of the Site for their own personal purposes.

## **G. CERTIFICATES**

EHL may offer a certificate of attendance or other acknowledgment (a "Certificate") for students who, in its judgment, have satisfactorily demonstrated mastery of the course material.

Certificates will be issued by EHL. The decision whether a Certificate will be awarded to a given student will be solely within the discretion of EHL, according to the applicable terms and regulations. EHL may choose not to offer a Certificate for some courses.

**No Other Enrollment.** When you take a course through EHL or use the services, you will not be automatically an applicant for admission to, or enrolled in, any degree program at EHL as a result of registering for or completing a course or certificate provided by EHL. You will not be entitled to use any of the resources of EHL beyond the online courses provided on the Site, nor will you be eligible to receive student privileges or benefits provided to students enrolled in degree programs at EHL.

## **H. TRADEMARKS AND STATEMENTS**

**Use of EHL, Trademarks and Service Marks.** The EHL name, logo and seal are trademarks ("Trademarks") of EHL. Likewise, the names, logos, and seals of the other institutions referred by at EHL are Trademarks owned by those respective institutions. You must not use, copy, reproduce, display any of these Trademarks, or any variations thereof, without the owner's prior written consent.

You must not make any misleading statements in any way. Please note that completing an online course does not make you an EHL alumni.

All Trademarks not owned by EHL or its partner institutions that appear on the Site or on or through the services made available on or through the Site, if any, are the property of their respective owners.

Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of the owner of the applicable Trademark.



## **I. COPYRIGHT INFRINGEMENTS**

Copyright owners who believe their material has been infringed on the Site should contact EHL.

Notifications must include:

- Identification of the copyrighted work, or, in the case of multiple works at the same location, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity. You must include sufficient information for us to locate the material (e.g., URL, IP address, computer name).
- Information for us to be able to contact the complaining party (e.g., email address, phone number).
- A statement that the complaining party believes that the use of the material has not been authorized by the copyright owner or an authorized agent.
- A statement that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the copyright owner.

## **J. DISCLAIMERS OF WARRANTY / LIMITATIONS OF LIABILITIES**

**THE SITE, AND ANY INFORMATION, CONTENT OR SERVICES MADE AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

**EHL DOES NOT WARRANT THAT THE SITE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE COURSES OR CONTENT PROVIDED WILL MEET YOUR NEEDS OR EXPECTATIONS.**

**EHL OR ITS PARTNER INSTITUTIONS AND MEMBERS ALSO MAKE NO WARRANTY ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS, OR QUALITY OF THE SITE OR CONTENT, OR THAT ANY PARTICULAR COURSES OR CONTENT WILL CONTINUE TO BE MADE AVAILABLE. "PARTNER INSTITUTIONS AND MEMBERS" MEANS THE ENTITIES PROVIDING INFORMATION, CONTENT OR SERVICES FOR THE SITE, THE COURSE INSTRUCTORS AND THEIR STAFFS.**

**USE OF THE SITE, AND THE CONTENT AND SERVICES OBTAINED FROM OR THROUGH THE SITE, IS AT YOUR OWN RISK. YOUR ACCESS TO OR DOWNLOAD OF INFORMATION, MATERIALS OR DATA THROUGH THE SITE OR ANY REFERENCE SITES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA, UNLESS OTHERWISE EXPRESSLY PROVIDED FOR IN THE EHL PRIVACY POLICY.**



**User Postings Disclaimer.** You understand that when using the Site you will be exposed to User Postings from a variety of sources and that neither EHL nor the partner institutions and members are responsible for the accuracy, usefulness, lawfulness, reliability or intellectual property rights of or relating to such User Postings. You further understand and acknowledge that you may be exposed to User Postings that are inaccurate, offensive, defamatory, indecent or otherwise problematic, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against EHL or any of the EHL partner institutions and members with respect thereto. Neither EHL nor any of the partner institutions and members endorse any User Postings or any opinion, recommendation or advice expressed therein. Neither EHL nor any of the partner institutions and members have any obligation to monitor any User Postings or any other user communications through the Site.

However, EHL reserves the right to review User Postings and to exercise its sole discretion to edit or remove, in whole or in part, any User Posting at any time and for any reason, or to allow its partner institutions and members to do so. Without limiting the foregoing, upon receiving notice from a user or a content owner that a User Posting allegedly does not conform to these TOS, EHL may investigate the allegation and determine in its sole discretion whether to remove the User Posting, which it reserves the right to do at any time and without notice.

**Links to Other Sites.** The Site may include hyperlinks to sites maintained or controlled by others. EHL, its partner institutions and members are not responsible for these sites. If you decide to access linked third-party websites, you do so at your own risk.

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NEITHER EHL, ITS PARTNER INSTITUTIONS AND MEMBERS WILL BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE, OR YOUR (OR ANY THIRD PARTY'S) USE OF OR INABILITY TO USE THE SITE, OR YOUR PLACEMENT OF CONTENT ON THE SITE, OR YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE SITE, WHETHER YOUR CLAIM IS BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW.**

**IN PARTICULAR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER EHL, ITS PARTNER INSTITUTIONS OR MEMBERS WILL HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE AND WHETHER OR NOT EHL OR ANY OF THE PARTNER INSTITUTIONS AND MEMBERS HAS BEEN NEGLIGENT OR OTHERWISE AT FAULT (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF PROFITS, LOSS OF DATA OR INTERRUPTION IN AVAILABILITY OF DATA).**



## L. INDEMNIFICATION

You agree to defend, hold harmless and indemnify EHL and its partner institutions, including their respective subsidiaries, affiliates, staff, faculty, students, governing board members, agents and employees from and against any third-party claims, actions or demands arising out of, resulting from or in any way related to your use of the Site or the Services, including any liability or expense arising from any and all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

## M. MISCELLANEOUS

**Termination Rights; Discontinuation of Courses and Content.** You agree that EHL in its sole discretion, may terminate your use of the Site or the Services, or your participation in it, for any legitimate reason, upon notice to you. Please note that it is EHL's policy to terminate in appropriate circumstances the accounts of users of the Site who have violated the present Agreement.

EHL reserves the right at any time in their sole discretion to cancel, delay, reschedule or alter the format of any course offered through the Site, or to cease providing any part or all of the Site content or related services, and you agree that EHL will have no liability to you for such an action.

If you no longer desire to participate in the Site or Services, you may terminate your participation at any time. The rights granted to you hereunder will terminate upon any termination of your right to use the Site, but the other provisions of these TOS will survive any such termination.

**Entire Agreement.** The fees indicated, the TOS, the Honor Code, and the Privacy Policy together constitute the entire agreement between you and EHL with respect to your use of the Site and the Services, superseding any prior agreements between you and EHL regarding your use of the Site or the Services.

**Waiver and Severability of TOS.** The failure of EHL to exercise or enforce any right or provision of the Agreement, shall not constitute a waiver of such right or provision. If any provision of these TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of these TOS shall remain in full force and effect.

**Choice of Law/Jurisdiction.** You agree that the Agreement and any claim or dispute arising out of or relating to the Agreement, or any content or service obtained from or through the Site, will be governed by the laws of Switzerland, without giving any effect to its conflict of law rules.

Any dispute arising out of, or in connection with the present TOS will be exclusively settled by the competent Courts of Canton de Vaud, Switzerland.

You consent to the personal jurisdiction of those courts over you for this purpose, and you waive and agree not to assert any objection to such proceedings in those courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).

**Effective Date of the new agreement conditions:** 06.09.2022



## **2. EHL Online Honor Code**

### **A. COLLABORATION POLICY**

EHL depends upon your motivation to learn the material and to do so with honesty and academic integrity. In order to participate, you must agree to the EHL Online Honor Code below and any additional terms specific to a class. This Honor Code, and any additional terms, will be posted on each class website.

### **EHL ONLINE HONOR CODE PLEDGE**

By enrolling in an EHL Online Course, I agree that I will:

- Uphold and defend academic integrity, academic rigor and academic liberty as core values of higher learning.
- Complete all tests and assignments on my own, unless collaboration on an assignment is explicitly permitted.
- Quote and reference any ideas or materials used in support of my work when applicable.
- Maintain only one user account and not let anyone else use my username and/or password.
- Not engage in any activity that would dishonestly improve my results, or improve or hurt the results of others.
- Not post answers to problems that are being used to assess student performance.

### **VIOLATIONS**

If you are found in violation of the Terms of Service or Honor Code, you may be subject to one or more of the following actions:

- Receiving a zero or no credit for an assignment;
- Having any certificate earned in the course withheld or revoked;
- Being disenrolled from a course; or
- Termination of your use of the Site.
- Additional actions may be taken at the sole discretion of EHL.

No refunds will be issued in the case of any corrective action for such violations, as well as for any breach of the agreement in general.

Honor code violations will be determined at the sole discretion of EHL. You will be notified if a determination has been made that you have violated this honor code and you will be informed of the corresponding action to be taken as a result of the violation.





## **CHANGING THE EHL ONLINE HONOR CODE**

Please note that we review and may make changes to this Honor Code from time to time. Any changes to this Honor Code will be effective immediately upon posting on this page, with an updated effective date. By accessing the Site after any changes have been made, you signify your agreement on a prospective basis to the modified Honor Code and any changes contained therein. Be sure to return to this page periodically to ensure familiarity with the most current version of this Honor Code.

Effective Date: 06.09.2022