



Terms and Conditions

Department of Quality Assurance and Institutional Development





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Terms and Conditions for Use of the Vertex University Website

First: Welcome

Vertex University welcomes you and thanks you for visiting its website. These Terms and Conditions of Use govern your access to and use of the University's official website located at www.vertexuniversity.edu.eu, as well as any other websites operated by the University, regardless of domain name or IP address (collectively referred to as the "Site" or "Sites").

The term "Site" or "Sites" includes all functionalities, applications, and features accessible through or associated with the Site, in addition to any mobile applications provided by the university that allow access to the Site or to services (referred to as the "Application" or "Applications"). All of the foregoing is collectively referred to as the "Services."

Some of these Services may be subject to additional terms and conditions not explicitly stated in this document ("Additional Terms"). Your use of any such Services constitutes your express agreement to all applicable Additional Terms, which are incorporated into and made an integral part of these Terms.

In addition, these Terms do not cancel or replace any other agreement between you and the University regarding products, services, or other matters, including – but not limited to – terms and policies related to academic programs and courses offered by the University.

Please read these Terms of Use carefully, as they contain important legal information concerning your rights, available protections, and legal obligations. By accessing or using any of the Services, you are entering into a legally binding agreement with the University, governed by these Terms and Conditions. Accordingly, your access to or use of the Site constitutes full acceptance of these Terms, including all incorporated Additional Terms. If you do not fully agree to these Terms, please do not use the Site or any of its Services.

Second: Modifications to the Terms of Use

Vertex University reserves the full right to amend or modify any of the provisions set forth in this Terms of Use document, or any additional terms related to the Services, at any time and at its sole discretion.



If the University makes any changes to the Terms of Use, the updated version will be published on the University's website or through other digital services, with the date of the latest update indicated at the top of this page. Any changes or modifications will become effective immediately upon being posted on the Site, and your continued use of the Services will constitute your implicit agreement to such changes. By this, you waive any right to receive individual notice of modifications or amendments to these Terms.

In the event that changes are material, the University will notify you via the email address registered with us, or will announce the change through the website or other official platforms.

Your continued use of any of the University's Services following the posting of changes, or – in the case of material changes – following receipt of such notice, shall be deemed as an express and binding acceptance of those modifications.

It is your responsibility as a user to review the Terms of Use and site updates regularly. If you do not agree to the revised Terms, you must immediately discontinue use of the Services.

Third: Privacy Policy

Please refer to the University's Privacy Policy to understand how Vertex University collects, uses, and shares your personal information.

If you become a student at Vertex University, your educational information and academic records will be subject to the provisions of the U.S. Family Educational Rights and Privacy Act (FERPA), in addition to applicable local laws and the University's adopted policies (collectively referred to as the "Educational Records Privacy Requirements").

In the event of any conflict between these Terms of Use and the Educational Records Privacy Requirements, the latter shall prevail and take precedence.

Fourth: Employees and Contractors

If you are an employee or contractor of Vertex University, your conduct while using the Services is subject to a set of obligations and responsibilities outlined in the University's policies. Your use of the Services must fully comply with:

- a) The University's approved policies.



- b) Any additional terms related to the Services.
- c) Any employment agreements, written acknowledgments, or contracts specific to you.

Any breach of the University's policies, agreements, or additional terms constitutes a violation that may result in appropriate action at the sole discretion of the University, including but not limited to termination of employment or engagement, or other legal consequences.

In the event of a conflict between these Terms of Use (including the additional terms) and the University's policies or employment agreements, the order of precedence shall be as follows:

1. The terms outlined in any employment agreement or written acknowledgment specific to you.
2. The official University policies.
3. These Terms and Conditions of Use.

Nonetheless, the University reserves the exclusive right to interpret or resolve such conflicts in the manner it deems appropriate.

Fifth: Account Creation and Use

To access certain features of the Website and its related Services, you may be required to create or log into a student account. By registering, you represent and warrant that:

- You are at least 18 years of age.
- All information provided in the registration form is accurate, current, and complete ("Registration Data").
- You are solely responsible for maintaining the confidentiality of your login credentials, including your username and password.
- You will not allow any other person to use your account, and you will not use another person's account.
- You will regularly update your information to ensure its accuracy and completeness.
- You assume full responsibility for any unauthorized access to your Registration Data or any information you provide to the University.



Sixth: Communications

The Website's Services offer several means of communication with the University, including text messages, email, and live or automated chat. All such communications are subject to the University's Privacy Policy.

6.1 Text Messages (SMS)

If you choose to receive text messages from the University, including marketing messages, whether through the Website or by sending a message indicating your consent, you hereby give your prior written and express consent to receive recurring text messages ("Text Messages") sent via an automated communication system.

- This service is optional and is not a condition for enrollment or purchase.
- You may opt out at any time by replying "STOP" to any received message or through the unsubscribe page.
- For assistance, send "HELP" via text message.

6.2 Liability

The University, its partners, or any third party assumes no responsibility for any fees associated with SMS services or for any delayed or failed message delivery due to issues with your wireless service provider. SMS services are provided "as is."

6.3 User Obligations

By enabling SMS services, you acknowledge that:

- You are the owner or exclusive authorized user of the phone number you provided.
- If your number is changed or deactivated, you must promptly update your account information to avoid miscommunication.
- Any new number you provide may receive marketing messages unless you opt out.



Seventh: Third-Party Content and Applications

7.1 Third-Party Content

The Website Services may include content provided by third parties, including links to external websites or embedded materials ("Third-Party Content"), offered as a service to users interested in such information. This content may include opinions or materials published by faculty members, students, alumni, or the general public.

The opinions expressed in Third-Party Content do not necessarily reflect the views of Vertex University, and the University bears no responsibility for the accuracy or completeness of such content. This content is provided "as is," without any express or implied warranties.

7.2 Third-Party Applications and Services

The University's online services may include applications, services, or technical features operated or provided by third parties ("Third-Party Applications"). The University does not monitor or manage these applications and does not guarantee their effectiveness, reliability, or suitability for users' needs.

Users assume full responsibility when using Third-Party Applications, and the University disclaims any liability for damages or losses resulting from such use. Third-Party Applications may be subject to additional terms of use and privacy policies between the user and the external provider, and users are fully responsible for adhering to those terms.

7.3 Disclaimer

Vertex University makes no representations or warranties regarding any Third-Party Content or Applications accessed through its Services. The use of such content or applications is entirely at the user's own risk.

Eighth: Third-Party Products, Services, Advertisements, and Promotions

8.1 Information and Links Related to Third Parties

Vertex University may, through its digital services, provide information or links to websites, products, and services offered by external entities that are not affiliated with the University.



Additionally, advertisements or promotional offers from such third parties may appear as part of the website interface.

8.2 No Responsibility for Dealings with External Parties

Any transactions, communications, or engagements you undertake with any third party—whether through promotional offers, links, or listed services—are solely your own responsibility. This includes the terms of use, warranties, or any other obligations arising from such engagements.

Vertex University assumes no liability for any loss or damage resulting from these dealings, nor for the content, accuracy, or legality of information presented by such parties on the University's platforms.

8.3 Full Independence

The inclusion of links or references to third-party services and products on the University's website does not in any way imply endorsement or recommendation by Vertex University. Users are expected to conduct their own due diligence and independent evaluation before interacting with such entities or their offerings.

Ninth: Microsoft Services and Google Geolocation Applications

9.1 Microsoft Services through the University Platform

Vertex University may offer access through its digital platform to applications and services provided by Microsoft, such as Microsoft 365 or other collaboration tools ("Microsoft Services"). By using these services, you agree to fully comply with Microsoft's applicable usage policies, including the Microsoft Services Acceptable Use Policy and any additional terms imposed by the company.

9.2 Google Geolocation Services

Some components of our Services include functionalities and applications provided by Google, such as maps, geolocation features, and location search ("Geolocation Services"). By using these services, you agree to be bound by the Google Maps and Google Earth Terms of Service, including any future updates or amendments.



9.3 University Disclaimer

Vertex University assumes no responsibility for the accuracy, reliability, or suitability of third-party services such as those provided by Microsoft or Google. Furthermore, the University does not guarantee the continuous availability or ongoing compatibility of these services with its platform. All such services are provided "as is" and "as available," and it is the user's responsibility to understand the associated terms and to use them lawfully and in compliance with those terms.

Tenth: User Content and Conduct on the Platform

10.1 Interactive Areas and User-Generated Content

Vertex University Services may include public or restricted interactive areas, such as forums, chat rooms, bulletin boards, file storage spaces, mobile applications, and other areas where users can post or share content ("User Content").

All interactive areas are provided "as is," and users are solely responsible for any content they share and assume full risk associated with its use.

10.2 Terms for Content Submission

By submitting any content, you acknowledge and agree to the following:

- Your content will be visible to and shared with others.
- The content will not contain anything illegal, defamatory, obscene, indecent, provocative, threatening, fraudulent, offensive, invasive of privacy, or in violation of any legal rights of a third party.
- The content will not encourage criminal activity or violate any local or international laws, including copyright and intellectual property laws.
- The content will not impersonate any person or entity or misrepresent your affiliation with any party.
- The content will not include unauthorized commercial promotions, political campaigns, advertisements, or solicitations without prior permission.
- The content will not include private information of third parties such as addresses, phone numbers, or financial data.
- The content will not contain malware, corrupted files, or any harmful code.



- The content will not, in the University's sole discretion, restrict or inhibit others from using the platform or cause legal or technical harm to the University.

10.3 Ownership and Responsibility

- You retain rights to the user content you post but grant Vertex University a worldwide, perpetual, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute it in any media.
- You grant the University and its partners the right to use your name in connection with the content.
- The University is not obligated to provide monetary compensation for such content.
- You represent and warrant that you own all rights to your submitted content and that it does not infringe upon the rights of any third party.

10.4 Student Responsibilities

If you are a student at Vertex University, your conduct on the platform is subject to the University's "Student Handbook," including the "Code of Conduct" and "Technology Use Policy." Any violation of these policies is subject to formal disciplinary action in addition to any applicable legal consequences.

10.5 University Oversight

The University is not obligated to monitor or review user content but reserves the full right to remove, edit, or restrict access to any content at its sole discretion and without prior notice. It also reserves the right to disclose any information deemed necessary to comply with governmental or judicial requests or to protect the interests of the University or its users.

Eleventh: Submissions and Suggestions Related to the Website and Services

11.1 Ownership of Submissions and Suggestions

Except for content posted in interactive areas as described in the previous section, you acknowledge and agree that any materials or ideas you submit to the University—whether by email, surveys, website forms, or any other method—including but not limited to questions, comments, suggestions, plans, drawings, designs, images, or any other creative content, shall be deemed non-confidential and become the sole property of Vertex University.



11.2 Rights Granted to the University

By submitting such content or suggestions, you automatically and irrevocably waive any and all rights, ownership, or interests you may have in them, and grant Vertex University the full and exclusive rights to use them, including but not limited to:

- Use, reproduction, modification, publication, distribution, translation, and incorporation into derivative works;
- Use for commercial, academic, marketing, or statistical purposes;
- Without any obligation to credit you or provide financial compensation.

11.3 No Obligation to Respond or Implement

The University reserves the right to disregard any such submissions or suggestions and assumes no obligation to implement or respond to them. Furthermore, the University is under no obligation to refrain from offering services similar or identical to any ideas or suggestions you have submitted.

Twelfth: Export Restrictions and Controls

12.1 Compliance with International Laws

Certain software or technical data made available through Vertex University services ("Software or Technical Data") may be subject to applicable export control laws and regulations of the United States, including the Export Administration Act and its associated regulations, as well as export or import laws in other jurisdictions.

12.2 User Responsibility

You are solely responsible for ensuring compliance with all applicable trade regulations, whether local or international, when accessing or using any materials or software provided through the University's website or applications.



Thirteenth: Governing Law and Jurisdiction

13.1 Governing Law

These Terms of Use, and any dispute arising out of or related to your use of Vertex University's services, shall be governed by and construed in accordance with the laws of the State of California, United States of America, without giving effect to any principles of conflicts of law.

13.2 Exclusive Jurisdiction

You expressly agree that any legal action or claim related to these Terms or your use of the University's services shall be brought exclusively in the state or federal courts located in the State of California, specifically in Los Angeles County, and you consent to the personal jurisdiction of those courts.

13.3 Controlling Language

In the event of any conflict between the Arabic and English versions of these Terms of Use, the English version shall prevail and be the authoritative version for legal interpretation.

Fourteenth: Termination Policy

14.1 Termination by the University

Vertex University reserves the right, at its sole discretion, to suspend or terminate your access to any or all of its services at any time and for any reason, including but not limited to:

- Your violation of these Terms of Use.
- Providing false or misleading information during registration or while using the services.
- Engaging in activities that may harm the University or its users, infringe on intellectual property rights, or constitute any unlawful behavior.



14.2 Termination by You

You may discontinue your use of the University's services at any time. If you have an active account with the University, you may submit a written request to close the account.

14.3 Effect of Termination

Upon termination, your right to access the services will cease immediately. The University reserves the right to delete or deactivate your account and its content. However, termination does not affect any rights or obligations that arose prior to the termination date, including any outstanding financial commitments.

14.4 Provisions that Survive Termination

Certain provisions shall survive termination, including but not limited to: Intellectual Property, Limitation of Liability, Indemnification, Governing Law, and Dispute Resolution.

Fifteenth: General Provisions

15.1 Entire Agreement

These Terms of Use, together with the Privacy Policy and any other policies or notices published by the University on the website, constitute the entire agreement between you and Vertex University regarding your use of the services and supersede all prior written or oral agreements.

15.2 Waiver and Non-Enforcement

The University's failure to exercise any right or enforce any provision of these terms shall not constitute a waiver of such right or provision. A delay or failure in enforcing rights shall not be deemed a waiver of those rights in the future.

15.3 Severability

If any provision of these terms is found to be unlawful or unenforceable under applicable law, the remaining provisions shall remain in full force and effect. The affected provision shall be interpreted in a manner that best fulfills the original intent of the parties to the extent permitted by law.



15.4 Force Majeure

The University shall not be held liable for any delay or failure in performance due to circumstances beyond its reasonable control, including but not limited to natural disasters, wars, acts of government, internet or power outages, or cyberattacks.

15.5 Assignment

The University may transfer or assign its rights or obligations under these terms without prior notice. You may not assign your rights or obligations without prior written consent from the University.

15.6 Governing Law and Dispute Resolution

These terms are governed by the laws of the State of California, United States of America, without regard to conflict of law principles. You and the University agree that any dispute arising from or relating to these terms shall be resolved through arbitration or in a court of competent jurisdiction in California.

15.7 Severability

If any provision of these Terms of Use is deemed unlawful or unenforceable by a competent court, that provision shall be modified to the minimum extent necessary to make it enforceable, and if such modification is not possible, it shall be severed without affecting the validity of the remaining provisions.

15.8 Contact

For inquiries regarding these Terms of Use, please contact us at:

Vertex University

Email: info@vertexuniversity.edu.eu

Address: Vertex University, California, USA