



Sunway TES Personalised I-Classroom (SPiC) Terms and Conditions

1.0 GENERAL TERMS OF USE

By using the services, the subscriber (End User) agrees to the following terms and the following terms, “we”, “us” or “our” refer to SPiC.

1.1 MODIFICATIONS

We reserve the right to modify these Terms of Use by providing the Subscriber with advanced notice of any changes.

1.2 END USER

Each end-user is determined as a single student and will be identified by their unique programme ID. The validity of each user’s rights to access the LMS/course and usage of the embedded elements is for the duration of the programme/course’s cycle. **SPiC is not offered to existing/active Sunway TES (KL, JB and Kuching) students enrolled into the Professional Accountancy Programmes and have not graduated.** Subscribers registered for SPiC packages will not be registered as Sunway TES’s students and not entitled to use of Sunway TES or any of its campus’ facilities and are not entitled to receive any completion certification from Sunway TES upon completing their studies.

1.3 LIABILITY

SPiC assumes NO liability whatsoever for misrepresentation of our Services other than those stated in Item 3.0. The proposition is for provision of the Platform and Services in the form of Integrated Learning Services via SPiC’s Learning Management System (LMS) and **NOT as a tuition provider** or for purposes of enrolling students for any academic/Professional Accountancy Programmes. We also do not assume liability for the actions of unauthorized agents or representatives acting for the Subscriber or Other Learning Partners.

1.4 OBLIGATIONS

By using the Services, the subscriber agrees NOT to:

- falsify your identity in regard to your role as the Subscriber to the Online Courses or Services;
- “extract”, “frames”, distribute, resell, or permit access to the services to any third party without consent from SPiC;
- use any robot, data gathering, scrapping or extraction tool to obtain data from our Services through any parties;
- attempt to include in any ways/materials/communications with any parties that infringes or misrepresent the collaboration with SPiC;
- interfere or attempt to interfere with the Services or any parties’ legitimate access to the LMS;
- attempt to gain unauthorised access to, or attempt to discover the underlying source code or structure of the Services that are made through SPiC’s network;
- use unauthorised streaming firewall bypass features on any video or interactive media content that are Intellectual Properties of SPiC;
- use resources through the Services from users who have not consented to share such resources;
- use the Services in violation of any applicable law both in country of use or Malaysia;
- violate any agreement with any wireless service provider in connection with using the Services.

1.5 MODIFICATIONS

All descriptive and conceptual content, graphics, logos, icons, and other components on the Services is property of SPiC including the technology, software or executables that we made available to you to facilitate transactions is exclusive property.

2.0 PRE-ENROLMENT INFORMATION

2.1 PRICING

The Price List will be displayed on the SPiC Website (<https://stesglobal.com>).

2.2 ONLINE REGISTRATION

During registration via <https://stesglobal.com>, Users are required to acknowledge that they have been provided with the Terms and Conditions (this document), read, understood and accept the Terms and Conditions. Any information registered or provided during PURCHASE must be true and complete.

2.3 SUBJECT/PACKAGE ENROLMENT

After Users have submitted their Online Package Purchase(s) payment, they will receive an acknowledge message on the system.

2.4 PAYMENT

The rates and the currency for payments are also presented in the payment system. Subscribers will be advised on the Total Amount to be paid. The mode of Payment will be via Debit or Credit Cards (in Malaysian Ringgit).

2.5 DEFERMENT, DROP AND RETAKE POLICY

Users are not entitled for **deferment** after payment unless under medical or extenuating circumstances. The request for deferments must be submitted in writing via email to stes.dci@sunway.edu.my with supporting documental evidence.

Users who wish to **drop** the subject regardless of completion will not be refunded for balance of uncompleted course and will not be able to join a new course to continue the uncompleted areas.

Subsequent enrolment for the same paper will be considered as a **chargeable retake** based on the rates applicable at the time of the retake registration. There is no limitation to the number of retakes.

2.6 REFUND POLICY

Refunds from withdrawing before the course has started will be allowed under medical or extenuating circumstances. The request for refund must be submitted in writing via email to stes.dci@sunway.edu.my with supporting documental evidence. **The amount refunded will include deductions of RM300 for administrative charges, account set-up and cost of materials for Full Courses and RM100 for Exam-Focused Workshops.**

2.7 VISA APPLICATION

As there is no requirement for the non-Malaysian subscribers to study physically in Malaysia, each subscriber does not require a student visa to enrol.

2.8 UNIQUE USER ACCOUNT

On receipt of payment, Subscribers will be issued a username and password for single authorized user access only. The password and account information to access the system shall remain private. Subscribers are responsible to maintain the confidentiality of their account information and forbidden to share such information. All activities associated with each user account is under the Account User's sole responsibility.

2.9 START, END DATES AND EXPIRY OF ACCESS TO E-COURSE SITE

The Start and End dates may differ from course to course. Subscribers are advised to refer to individual Session plans, available in the course "Getting Started" Area. Each Session Plan will also specify the last day that Subscribers can access the content in the e-Course site.

3.0 CONTENT AND SERVICES GRANTED

The content and services offered under the user terms includes components listed on the PACKAGES page on the Website. SPiC reserves the right to remove or add in Special Packages during promotions.

3.1 LIMITATION OF SUPPORT FOR INACTIVE SUBSCRIBERS

Support services provided by SPiC are intended for active subscribers with ongoing access to the current session or course cycle. While we appreciate the continued interest from past users, support availability for inactive subscribers is limited and may be prioritised lower than for active users. Enquiries related to past sessions, expired content, or non-current materials may not be addressed in full.

4.0 TECHNICAL/SYSTEMS REQUIREMENTS

To ensure a smooth system access, the following are highly recommended:

- **Minimum system requirement to access e-Course Content:**
 - Any mobile phones/tablet/PC/laptop that runs Windows 10 and Mac OS 10.8 and above
 - Minimum 8 GB RAM
 - Internet Access – 5 MBPS speed or above (Broadband connection is highly recommended)
 - A headset with microphone/headphones is highly recommended.
- **Recommended Web Browser:**
 - Latest version of Microsoft Edge, Google Chrome, or Mozilla Firefox
 - Note: Microsoft Internet Explorer/IE is NOT supported.

For browser compatibility testing, please refer to this link:

https://help.blackboard.com/Learn/Student/Ultra/Getting_Started/Browser_Support

5.0 PERSONAL DATA PRIVACY AND PROTECTION

SPiC is committed to protect your privacy. Please refer to the PDPA (English) (Privacy Policy) Malaysia which is in compliant with the Personal Data Protection Act (PDPA) 2010.

5.1 PERSONAL DATA

SPiC requires the input of the following personal data inclusive of:

- (i) Name (Official)
- (ii) Gender
- (iii) Date of Birth (DOB)
- (iv) Email address
- (v) Name of hosting institute/centre
- (vi) Programme ID

For the following procedures:

- (i) Student registration and payment systems
- (ii) Course enrolment
- (iii) Generation of User ID that requires the Programme ID for authentication
- (iv) Notifications and announcements (require email address of the user)
- (v) Replies to users requesting support for content and technical issues
- (vi) Analysis of pass rates

5.2 OPERATIONAL PROCEDURES

SPiC's operational procedure is mostly conducted using computer systems to filter and identify correct users' data for input and processing. All users' data will be received in digital format, processed digitally, recorded and stored in digital format. Unless required for the particular procedure, non-



Sunway TES Personalised I-Classroom (SPiC) Terms and Conditions

relevant data will not be utilised. You will be deemed to have acknowledged that you have read and understand the PDPA(English) (Privacy Policy) with the submission of your registration details.

6.0 POLICY AND PROCEDURE FOR COMPLAINTS HANDLING

The guidelines provide resolution and treatment of complaint lodged during the course.

All complaints will be treated confidentially. If the complaint is regarding a technical issue, please read the FAQ on Technical matters first. The FAQ section is located within the course site with possible solutions to common issues. If the solution to your technical issue is not available on the FAQ section, kindly proceed to lodge a complaint.

We highly encourage you to address any issues to the Sunway TES via stes.dci@sunway.edu.my. Please allow the procedure for at least one working day for a response.

Should you still be unsatisfied or had not received a response after three working days, you can file a formal complaint to the Sunway TES eLearning Administrator – Ms Noorul Izza Mohamad Isa via izzam@sunway.edu.my

7.0 PROGRAMME ACADEMIC INFORMATION

Please refer to the respective programme website for relevant topics such as examination progression rules, study materials, Practical Experience Requirements (PER), minimum entry, exemptions, study guides, past examination papers and the ethical module.

8.0 DISCLAIMER OF WARRANTIES

WE PROVIDE THE SERVICES (AND ANY CONTENT FROM THE COURSE SITES, COURSE FACILITATION FUNCTIONS OFFERED OR MADE AVAILABLE THROUGH THE SERVICES) "AS IS." WE DO NOT MAKE ANY WARRANTIES OF ANY KIND WITH RESPECT TO THIS SERVICE, NOR DO WE CLAIM GUARANTEE THAT THE SERVICE WILL BE CONTINUOUSLY AVAILABLE OR SECURE. WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. IF CERTAIN COUNTRY LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES; SOME OR ALL OF THE DISCLAIMERS ABOVE MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

9.0 LIMITATION OF LIABILITY

WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE CAUSE OF THE ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY TO YOU FOR ANY CLAIM UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEES YOU HAVE PAID TO US DURING THE LAST REGISTRATION PAYMENT PRECEDING THE APPLICABLE CLAIM.