

Sunway 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 Sunway TES.

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 ACCA 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) students enrolled into the FIA/ACCA programme and have not graduated.**

1.3 LIABILITY. Sunway TES 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 Sunway TES’s Learning Management System (LMS) and not as a tuition provider or for purposes of enrolling students for any academic/professional programmes. We also do not assume liability for the actions of unauthorized agents or representatives acting for the Subscriber or ACCA Learning Partners.

1.4 OBLIGATIONS. By using the Services, the subscriber agrees NOT to:

- falsify your identity in regards to your role as the Subscriber to the Services;
- “extract”, “frames”, distribute, resell, or permit access to the services to any third party without consent from Sunway TES;
- 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 Sunway TES;
- 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 SunTES’s network;
- use unauthorised streaming firewall bypass features on any video or interactive media content that are Intellectual Properties of Sunway TES;
- 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 Philippines and Malaysia;
- violate any agreement with any wireless service provider in connection with using the Services.

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

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2.0 PRE-ENROLMENT INFORMATION

2.1 PRICING:

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

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 registration must be true and complete.

2.3 SUBJECT ENROLMENT

After Users have submitted their Online Registration application, they will receive an email notification and instructions to proceed with subject-enrolment and payment. The enrolment and payment system also enable the Users to review the Study Plans (for on-going intake) and the options to select the courses

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** once the course has started unless under medical or extenuating circumstances. The request for deferments must be submitted in writing via email to techteam_stescae@sunway.edu.my with supporting documental evidences.

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:

Registered users will not be refunded once the course has started or after the Access ID has been issued. For refunds, application must be submitted before the Access ID is released and in writing via email to techteam_stescae@sunway.edu.my and the amount refunded will be in full (after deducting bank charges) via the user's bank account.

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 enroll.

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, published on the Website and 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.

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3.0 CONTENT AND SERVICES GRANTED

The content and services offered under the user terms includes:

PACKAGE TYPE	FLEXI (Self-Study)	LIVE CLASSES	LIVE REVISIONS	EXAM FOCUSED
Printable Study Guide	✓	✓	✓	✓
Embedded Videos	✓	✓	✓	✓
Understanding Checkers	✓	✓	✓	✓
Webinars (Tutorials)	Pre-recorded	Live Sessions	Pre-recorded	
Revisions	Pre-recorded	Live Sessions	Live Sessions	Pre-recorded
Revision Kit	✓	✓	✓	✓
Chapter Assessments	✓	✓	✓	
Progress Test		✓	✓	
Mock Exam		✓	✓	
Mock Exam Review		Live Session	Live Session	
Workbook (Case Studies)				✓

The user is solely responsible for any submissions/attempts for any tests or assessments.

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 7 and above or
 - Mac OS 10.8 and above
 - Minimum 256 MB RAM
 - 20 MB free disk space
 - Internet Access - 28.8 kbps speed or above (Broadband connection is highly recommended)
 - Soundcard with microphone and headphones (A headset with microphone/headphones is highly recommended). Webcam is optional.

- **Recommended Web Browser:**
 - Google Chrome/Microsoft Edge (Chromium) or Mozilla Firefox (except for Firefox 87), other versions of Firefox are supported.
 - Note: Microsoft Internet Explorer/IE is NOT supported.

For browser compatibility testing, please refer to this link:

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

- **Minimum system requirement to access Webinars:**
You will be participating in Face-to-face online discussions or webinars. The application used to host the webinars is called Blackboard Collaborate. For system requirement for Blackboard Collaborate Mobile Web Conferencing” you can find updated information here:
<https://sforce.co/2IVcZrA>

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5.0 PERSONAL DATA PRIVACY AND PROTECTION

SunwayTES is committed to protect your privacy. Please refer to the PDPA(English) (Privacy Policy) - https://sunway.edu.my/pdpa/notice_english.html which is in compliant with the Personal Data Protection Act (PDPA) 2010.

5.1 SunTES 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) ACCA ID

For the following procedures:

- (i) Registration in SunTES student registration and payment systems
- (ii) Course enrolment
- (iii) Generation of User ID that requires the ACCA 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) ACCA Result Service for the analysis of pass rates

5.2 SunTES's operational procedure are 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-relevant data will not be utilised.

You will 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 Tech team via techteam_stescae@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 Coordinator – Ms Noorul Izza Mohamad Isa via izzam@sunway.edu.my

If any issues remain unresolved after seven working days, you can escalate your issue to ACCA via <https://www.accaglobal.com/gb/en/footer/toolbar/contact-us/connect/unhappy.html>
Please note that the response from ACCA may take up to ten working days.

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Should you exhaust the SunTES complaints process and ACCA's, you can escalate to the appropriate regulator.

Kindly provide the following information in all your correspondences:

- Your full name
- ACCA ID
- Email address
- Contact No
- ACCA course
- Describe the nature of your issues (attaching any supporting evidence where available like screenshot)

Students have the right to appeal the outcome of their complaints. They will be required to provide additional information or evidence.

7.0 IMPORTANT CONTACT DETAILS

Sunway TES Centre for Accountancy Excellence

SUNWAY COLLEGE (KL)
No.2 Jalan Universiti
Bandar Sunway
47500 Selangor Darul Ehsan
Malaysia

Tel: + 603 56387176/ 7491 8622
Email: enquiries.spic@sunway.edu.my

ACCA Connect

110, Queen Street
Glasgow G1 3BX
United Kingdom

Tel: +44(0)141 582 2000
Email: info@accaglobal.com

Please refer to Student section of the ACCA website (www.accaglobal.com/gb/en/student.html) 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.