

Sunway-TES Augmented Learning Support (SALS) 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 ICAEW Student 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 with approved extension based on valid circumstances applicable to the whole group and not based on users’ deferment of their examinations.

1.3 LIABILITY

Sunway TES assumes NO liability whatsoever for misrepresentation of our Services other than those stated in 4.0. 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 agents or representatives acting for the Subscriber or Hosting Institutions.

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 in Malaysia;
- violate any agreement with any wireless service provider in connection with using the Services.

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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.

1.6 DEFERMENT

Withdrawal and Request for change of Subject:

Before Access ID is issued

Students must inform SunTES in writing (email: techteam_stescae@sunway.edu.my) to defer, withdraw or change subject before SunTES issue the on-boarding email with the Access ID. SunTES will process the full refunds for withdrawal at this stage and amend the student's account if the request is for deferment or change course.

After Access ID is issued

Students who have been issued an Access ID (account already created on the LMS and student enrolled into the course) will not be able to defer, withdraw or change the course. A new account will need to be created for deferment and change of course with additional payment of £25 licencing fee.

1.7 REFUND POLICY

The Terms and Conditions do NOT allow for registered users for any refund once the course has started or after the Access ID has been issued. Application for refunds must be made 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 Subscriber's bank account.

1.8 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 state 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.

1.9 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 FOR THE COMPONENTS AND SERVICES (Item 4.0) DURING THE LAST REGISTRATION PAYMENT PRECEDING THE APPLICABLE CLAIM.

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2.0 ACCEPTANCE

By accepting the general terms during your account registration, you confirm your acceptance of these general terms and other applicable terms used during the duration of the e-course. If you do not agree, you do not have the right to access the system as a user.

3.0 USER ACCOUNT

Subscription for any paid courses allows you to have a user account to access Sunway-TES LMS system. The username and password provided is available for single authorized user only. The password and account information to access the system shall remain private. You are responsible to maintain the confidentiality of your account information and you shall not share such information to any third party. All activities associated with your user account is under your sole responsibility. Any information registered or provided during your account registration shall be true and complete.

4.0 RIGHTS GRANTED

The components and services offered under the user terms includes:

- Access to e-content during the duration of the enrolled course on SunTES' LMS.
- Downloadable and printable Study Text with embedded AR codes.
- Course Outlines for each of the enrolled course.
- Study Plan with dates of scheduled adaptive release of content and tests.
- Access to Interactive Questions from the LMS.
- Access to Interactive Self-Tests Question within the LMS (with feedback).
- Access to Interactive Chapter Assessments within the LMS (with feedback).
- Scheduled single-attempt timed Progress Test (PT) and Mock Exam (ME).
- Technical advice and support on system.

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

5.0 VISA APPLICATION NOT APPLICABLE

As there is no requirement for the subscriber to apply to study in Malaysia, each subscriber does not require a student visa to enroll.

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6.0 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 o 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/2lVcZrA>

7.0 PERSONAL DATA PRIVACY AND PROTECTION

SunwayTES is committed to protect your privacy. Please refer to the Personal Data Protection Act 2010 (Malaysia) for treatment of any personal data collected from the User/Subscriber.

7.1 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) ICAEW student 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 ICAEW Student ID for authentication
- (iv) Notifications and announcements (require email address of the user)
- (v) Replies to users requesting support for content and technical issues

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- 7.2** 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, nonrelevant data will not be utilised.

You will be deemed to have acknowledged that you have read and understand the Personal Data Protection Act 2010 (Malaysia) with the submission of your registration details.

8.0 POLICY AND PROCEDURE FOR COMPLAINTS HANDLING

All complaints will be treated confidentially. If the complaint is regarding a technical issue, please read the FAQ on Technical matters first. 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 Administrator – 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 the Head-eLearning Strategic Partnerships – Ms. Wang Sooi Fong via sooifongw@sunway.edu.my.

Kindly provide the following information in all your correspondences:

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

End of Terms and Conditions