

Terms & Conditions

This page tells you the terms of use on which you may make use of our website <https://universityapplicationportal.com/> and associated and linked sites which are under our control, whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. **By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.**

1 Information About Us

1.1 <https://universityapplicationportal.com/> is a site operated by University Application Portal. ("We"). We are registered in United Kingdom under company number 12006647 and have our registered office and our main trading address at Second Floor, Moorfoot House, Meridian Gate, Marsh Wall, London, England, E14 9FJ We operate the site for ourselves and as sister companies for other companies that are under Planet Education Network.

2 Acceptance of terms

2.1 The "Acceptance of Terms" clause in the University Application Portal (UAP) website's Terms and Conditions is a legally binding agreement that users must adhere to while accessing and using the site. By engaging with the UAP website, users explicitly acknowledge and consent to comply with these Terms and Conditions, as well as the Privacy Policy and any additional terms referenced within these documents.

2.2 This acceptance confirms that the user understands, agrees to, and is legally bound by the stipulations set forth, including any eligibility criteria, such as age requirements. Users are also obliged to review these terms regularly, as continued use of the site following any updates signifies acceptance of the revised terms. Failure to agree with these terms prohibits the user from using the website and could lead to restrictions or termination of access if the user proceeds with use despite disagreement.

2.3 This clause underscores the importance of informed, voluntary consent and understanding of the user's rights and responsibilities in the context of the website's usage, establishing a formal legal relationship between the user and UAP.

2.4 When using our site, you must comply with the provisions of our acceptable use policy below.

2.5 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all people who access our site through your internet connection are aware of these terms, and that they comply with them.

3 Intellectual Property Rights

3.1 We are the owner or the licensee of all intellectual property rights on our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organization to material posted on our site.

3.2 You must not modify the paper or digital copies of any materials you have printed or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

3.3 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

3.4 You must not use any part of the materials on our site for commercial purposes without obtaining a license to do so from us or our licensors.

3.5 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4 Account Registration

4.1 The "Account Registration" is a crucial section that governs how users create and manage their accounts on the UAP website. This section details the procedure and responsibilities associated with account registration and maintenance, which are essential for accessing certain features and services offered by UAP.

4.2 When a user decides to register for an account, they are required to fill out a registration form. This form typically asks for personal information such as the user's name, email address, contact details, and possibly educational background and preferences. The exact nature of the information required can vary, but it generally pertains to identity and contact details. The user is expected to provide information that is accurate, current, and complete. This is crucial because UAP relies on this information to provide personalized services, communicate with

users, and maintain the security and integrity of the website.

4.3 Once an account is created, the user is responsible for safeguarding their account credentials, particularly their password. This responsibility extends to all activities that occur under the user's account. Maintaining the confidentiality of account information is vital to prevent unauthorized access and potential misuse of the account.

4.4 If a user notices any unauthorized use of their account or any related security breaches, they are obligated to inform UAP immediately. This prompt reporting helps in mitigating any potential damage and allows UAP to take necessary security measures.

4.5 UAP, on its part, reserves the right to modify, suspend, or terminate a user's account at its discretion. This action can be taken in cases where UAP believes that the information provided during registration is inaccurate, misleading, not current, or incomplete. Additionally, UAP may take such actions if it determines that the user has violated any terms of the agreement, including misuse of the account or engaging in prohibited activities using the website.

5 Our Website Changes Regularly

5.1 We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

6 Privacy Policies

6.1 When users access and utilize the UAP website, they are automatically subject to the stipulations of the Privacy Policy. This means that by using the site, users give their consent to UAP to process their personal data in ways outlined in the Privacy Policy. The scope of this data processing can include various activities such as collection, storage, use, and sharing of personal information.

6.2 The Privacy Policy typically data collection and the types of data collected are listed below.

6.2.1 Personal Identifiable Information (PII): This includes data that can be used to directly identify an individual, such as name, email address, phone number, and possibly physical address.

6.2.2 Educational and Professional Information: Specific to a portal like UAP, this could encompass academic records, test scores, intended study programs, and career aspirations.

6.2.3 Technical Data: When users interact with the website, UAP may collect technical information like IP addresses, browser types, operating system details, and information about

the user's interactions with the website.

6.2.4 Usage Data: This refers to how users navigate and use the website, including pages visited, time spent on pages, and patterns of use.

6.3 Methods of Data Collection

6.3.1 Direct User Input: When users register, fill out forms, or interact with certain features on the UAP website, they directly provide personal and educational information.

6.3.2 Automated Technologies: Cookies and similar tracking technologies may be used to collect data about users' website interactions and preferences.

6.3.3 Third-party Sources: UAP may also gather information from external sources, such as educational institutions or partners, especially for data verification or enrichment purposes.

6.4 The Data sharing and Disclosure section of UAP is listed below.

6.4.1 Service Providers: UAP may share data with third-party service providers who perform services on its behalf, such as hosting, data analysis, payment processing, order fulfillment, information technology and related infrastructure provision, customer service, email delivery, and auditing services.

6.4.2 Educational Institutions: For a platform like UAP, sharing information with universities and educational institutions is often necessary for facilitating the application process.

6.4.3 Legal Requirements: UAP may disclose user data if required by law, such as in response to a subpoena or similar legal process. This could be in situations where there is a good faith belief that disclosure is necessary to protect UAP's rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.

6.4.4 Business Transfers: In case of a merger, acquisition, reorganization, bankruptcy, or sale of some or all UAP's assets, user data may be transferred as part of the transaction.

6.5 The Data Security measures implemented by UAP is listed below,

6.5.1 Security Measures: UAP is expected to implement robust technical and organizational security measures. These can include encryption of data during transmission and storage, secure data storage facilities, and regular security audits. The use of firewalls, anti-virus software, and intrusion detection systems is common to protect against external threats.

6.5.2 Access Control: Access to personal data is usually restricted to authorized personnel only. This means that employees or contractors of UAP who need access to user data for legitimate business purposes are granted access, and this access is often controlled and monitored.

6.5.3 Data Breach Response: A critical aspect of data security is the response to potential data breaches. UAP should have a clear plan in place for responding to data breaches, which includes notifying affected users and relevant authorities in a timely manner, as required by law, and taking immediate steps to mitigate the impact of the breach.

6.5.4 Employee Training and Awareness: Ensuring that employees are aware of the importance of data security and are trained in best practices is vital. This includes training on handling personal information securely and recognizing potential security threats.

6.5.5 Regular Updates and Evaluations: The security landscape is constantly evolving, so UAP's security measures will be regularly reviewed and updated to counter new threats. This includes updating software and systems, conducting regular security assessments, and revising policies and procedures as needed.

6.5.6 User Responsibilities: The users also are liable for the security of their accounts, such as choosing strong passwords and keeping login credentials confidential.

6.6 The user rights that users have in UAP are listed below,

6.6.1 Right to Access: Users have the right to request access to their personal data that UAP holds. This means users can ask for a copy of the personal information UAP has about them.

6.6.2 Right to Rectification: Users have the right to request that UAP corrects any inaccuracies in their personal data. This will ensure that all information held by UAP is accurate and up to date.

6.6.3 Right to Erasure (Right to be Forgotten): Users can request the deletion of their personal data in certain circumstances, such as when the data is no longer necessary for the purpose for which it was collected, or if the user withdraws consent (if the processing is based on consent).

6.6.4 Right to Data Portability: This right allows users to obtain and reuse their personal data for their own purposes across different services. It means users can receive the data that they have provided to UAP in a structured, commonly used, and machine-readable format, and they can transmit this data to another organization without hindrance from UAP.

6.6.5 Right to Object: Users have the right to object to the processing of their personal data in certain circumstances, such as for direct marketing purposes or when processing is based on legitimate interests of the data controller.

6.6.6 Right to Withdraw Consent: In cases where the processing of personal data is based on consent, users have the right to withdraw their consent at any time. However, this does not affect the lawfulness of processing based on consent before its withdrawal.

7 Our Liability – Legal Notice

7.2 While UAP endeavors to ensure that the information on our websites is correct, we do not warrant the accuracy and completeness of the material on the sites or in any brochures / prospectuses. The material displayed on our site is provided 'as is' without any guarantees, conditions or warranties or other terms of any kind, as to its accuracy. To the maximum extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude all representations, conditions, warranties and other terms which

might otherwise be implied by statute, common law or the law of equity (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to our websites.

7.3 – University Application Portal and any of our group and associated companies, and their officers, directors, employees, shareholders or agents of any kind, exclude all liability and responsibility for any amount or kind of loss or damage users of the website or third parties may incur or be liable for (including, without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, loss or corruption of data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with our sites in any way or in connection with the use, inability to use or the results of use of the sites, any web sites linked to our sites, or the material on such web sites, including, but not limited to, loss or damage due to viruses that may infect computer equipment, software, data, or other property on account of access to, use of, or browsing our sites or downloading of any material whatsoever from our sites or any web sites linked to our sites. If your use of the material on our sites results in the need for servicing, repair or correction of equipment, software, or data, you assume all costs thereof.

7.4 Nothing in this legal notice shall exclude or limit our liability for: (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or (b) fraud; or (c) any liability that cannot be excluded or limited under applicable law.

7.5 For any other liability not excluded above, or if any exclusion is held invalid by a competent court, our liability shall be limited to £10.

8 Information About You and Your Visits to Our Site

8.2 We process information about you in accordance with our privacy policy. **By using our site, you consent to such processing, and you warrant that all data provided by you is accurate.**

9 Uploading Material to Our Site

9.2 Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our acceptable use policy (see below). You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

9.3 Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site and you shall indemnify us against any loss, costs or expenses we may suffer as a result of or in connection with your uploaded content.

9.4 We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy (see below).

10 Linking to Our Site

10.2 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval partnership, or endorsement on our part where none exists.

10.3 You must not establish a link from any website that is not owned by you.

10.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy (see below)

11 Termination

- 11.1 **Conditions for Termination by UAP:** UAP reserves the right to terminate or suspend a user's access to the website and its services without prior notice or liability, for any reason whatsoever, including but not limited to a breach of the Terms and Conditions. Common reasons for termination by the service provider include violations of user conduct guidelines (like misuse of the service, illegal activities, or other prohibited actions as outlined in the Terms and Conditions).
- 11.2 **User-Initiated Termination:** Users typically have the right to terminate their own account or cease using the service at any time. This could be done through account settings or by contacting UAP directly. The user-initiated termination might be desired in situations like the user no longer needing the service, dissatisfaction, or a decision to opt for alternative services.
- 11.3 **Effects of Termination:** Upon termination, the user's right to use the service will immediately cease. Depending on the Terms and Conditions, UAP may delete or deactivate the user's account, as well as erase any data associated with it. It's important for users to understand that certain information or content they have shared may continue to exist in backups or be shared by other users.
- 11.4 **Post-Termination Obligations:** The termination of a user's account does not free them from any obligations they incurred prior to termination, such as payment obligations or liabilities arising from their use of the service.
- 11.5 **Survival of Certain Provisions:** Even after termination, certain provisions of the Terms and Conditions may survive and remain in effect. These typically include sections related to intellectual property rights, warranty disclaimers, indemnity, and limitations of liability.

12 Jurisdiction and Applicable Law

- 12.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

13 Variations

- 13.1 We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you.

Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

14 Your Concerns

14.1 If you have any concerns about material which appears on our site, please contact us.

15 Acceptable Use Policy

15.1 This acceptable use policy sets out the terms between you and us under which you may access our website <https://universityapplicationportal.com/> (our site) and linked and associated sites operated by us. This acceptable use policy applies to all users of, and visitors to, our site.

15.2. Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use.

16 Prohibited Uses.

16.1 You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below).
- To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- To create a competing business or offerings to those offered by PEN.

16.2 You also agree:

- a) Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use (see above).
- b) Not to access without authority, interfere with, damage or disrupt any.

- part of our site.
- equipment or network on which our site is stored.
- software used in the provision of our site; or
- equipment or network or software owned or used by any third party.

17 Content Standards

17.1 These content standards apply to any and all material which you contribute to our site (contributions). You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

18 Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions); and
- Comply with applicable law in the UK and in any country from which they are posted.

18.1 Contributions must not contain:

- any material which is defamatory of any person.
- any material which is obscene, offensive, hateful or inflammatory; Contributions must not promote:
 - sexually explicit material
 - violence.
 - discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - Any illegal activity

18.2 Finally, contributions must not

- infringes any copyright, database right or trademark of any other person.
- attempt or be likely to deceive any person.
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- be likely to harass, upset, embarrass, alarm or annoy any other person.
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- give the impression that they emanate from us, if this is not the case.
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

19 Changes to our Acceptable Use Policy

19.1 We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

Thank you for visiting our site.