



Terms & Conditions for the Applicants

This document sets out the terms and conditions that applies to the Applicants registering for a course with GIE. GIE owns the right to change these Terms and Conditions at any time without notice to the Applicant. The Applicant undertakes and deems to have been accepted these Terms and Conditions or any change thereof. The Applicant undertakes to use GIE solely to support its individual learning and training needs (“End Users”) as set out in these Terms and Conditions.

The content of the courses we provide is owned by us or by our authorised Partner Institutions/Partners. The Applicant shall have no right(s) over the content of GIE except as provided explicitly and reduced in writing.

1. Terms of Use

GIE provides access to and use its courses on the following terms:

- (i) The Applicant agrees to use this platform only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else’s use and enjoyment of the courses. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content, or disrupting the normal flow of dialogue during the course. The Applicant shall not impersonate another person.
- (ii) The Applicant shall neither probe, scan, or test the vulnerability of the GIE Courses or any network connected to it, nor breach the security or authentication of measures of the GIE Courses or any network connected to it.
- (iii) The Applicant shall not interfere by any automatic or manual device, program, algorithm or methodology with the proper working of any of the GIE Courses, or any transaction being conducted during the course, or with any other person’s use of course.
- (iv) During the validity of a GIE Course, the Applicant shall not:
 - a. Upload, download, post, email, transmit, store, share, import or otherwise make available any content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libellous, abusive, violent, obscene, vulgar, invasive of another’s privacy, hateful, racially, or ethnically offensive, or otherwise objectionable.



- b. Stalk, harass, threaten, or harm other Users of GIE Courses or GIE personnel.
- c. Adapt, download, revise, broadcast, reverse engineer, duplicate, publish, modify, disseminate, display, transfer, or otherwise copy, disclose and/or distribute any GIE Course content and material available in any form or mode.
- d. Post, send, transmit or otherwise make available any unsolicited or unauthorised email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements.
- e. Mislead recipients as to the origin of any content transmitted through the GIE Courses.
- f. Upload, post, email, transmit, store, or otherwise make available any material that contains viruses, or any other computer code, files or programs designed to harm, interfere, or limit the normal operation of any of the platform (or any part thereof), or any other computer software or hardware either provided by GIE or of which GIE has given access to the Applicant (hereinafter referred to as “GIE System”).
- g. Interfere with or disrupt the GIE System (including accessing the platform through any automated means, like scripts or web crawlers), or any servers or networks connected to the GIE System, or any policies, requirements or regulations of networks connected to the GIE System (including any unauthorised access to, use or monitoring of data or traffic thereon).
- h. Plan or engage in any illegal activity and/or gather and store personal information on the GIE System to be used in connection with any of the foregoing prohibited activities.

2. Equality, Diversity & Inclusion

- (i) GIE is committed to working together to build a learning community founded on equality of opportunity - a learning community which celebrates the rich diversity of our student and staff populations and one in which discriminatory behaviour is challenged and not tolerated within our community.
- (ii) GIE will do all that is reasonable to ensure that its culture, policies, and procedures are made accessible to students who have disabilities and to



comply with its legal and moral responsibilities under equality legislation for online learning.

3. GIE obligations

- (i) GIE will, for the duration of the Applicant is enrolled with GIE, provide the online educational services with reasonable skill and to the standard required by applicable law. GIE will exercise reasonable care in providing educational services through its GIE System. However, GIE cannot guarantee that the student will achieve his / her desired results or that results will be sufficient to gain entry to other educational establishments.

4. Applicant's Obligations

The Applicant agrees that under these terms and conditions that the Applicant will:

- (i) Not pass on to third parties a password assigned to the Applicant during registration for its account.
- (ii) Keep its account information current and protected from access by third parties.
- (iii) The Applicant shall be solely responsible for maintaining the confidentiality and security of its account and password. GIE shall be entitled to block access of the Applicant's account if there is a reasonable suspicion that the account is being illegally used or being used for a purpose than for which it was allotted.
- (iv) The Applicant will not use GIE System for commercial purposes and will use them only for purpose it is allotted. The use of an account to read out, store or pass on personal data of other users or for purposes other than the intended use of the GIE System is prohibited.

5. Payments

- (i) The Applicants using the GIE System to make payments on various heads using credit or debit cards shall exercise due care and use additional security features as stipulated and prescribed by their respective card issuing companies or banks to avoid any fraudulent attempts by cyber criminals. This is in addition to the password or PIN one would use to complete payments. For further security features, please contact the respective banks or companies which issued the credit cards. GIE shall not be held responsible for any negligent or fraudulent use of any digital or electronic payments.



6. Changes to the GIE System and Accuracy of Content

- (i) From time to time, GIE may update the Platform to reflect changes our users' needs, our business priorities, to enhance functionality, or to address security issues. However, GIE does not guarantee that any of the GIE System will always be available or be uninterrupted. GIE may suspend or withdraw or restrict the availability of all or any part of the GIE System subject to reasonable notice, if required.
- (ii) The Applicant shall be responsible for ensuring that all persons who access GIE through the Applicant are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- (iii) GIE training material content has been carefully checked. However, all warranties, terms and conditions of satisfactory quality and fitness for purpose are excluded to the fullest permitted by law. In particular, GIE training material may be updated as required at any time to reflect knowledge update, educational improvement or correct any formal or theoretical error that could be detected.

7. Consequences of breaches

- (i) In the event of a breach of any obligation arising from these Terms of Use by an Applicant, GIE is entitled to block and deactivate the Applicant's account immediately and without prior notice. In addition, GIE may delete the content or, in the case of obvious misuse of the account and violations of third parties' rights or use, to delete it immediately, as well as to take other suitable measures to protect itself, its services and/or the GIE System against such breaches. The same applies in case that there is sufficient reasonable suspicion of such violations.

8. Intellectual Property Rights

- (i) All copyright, trademarks, design rights, patents, and other intellectual property rights (registered or unregistered) in the GIE System belong to GIE and/or GIE's licensors, as the case may be. , The Applicant shall have no intellectual property rights in, or to, the GIE System other than the right to use them in accordance with these terms.
- (ii) Unless otherwise specifically stated in writing, the Applicant shall not copy, reproduce, republish, disassemble, decompile, download, post, broadcast, transmit, or make available to the public any of GIE's training material portion, file, content or information.



9. Miscellaneous

- (i) Waiver: No failure or delay by GIE to enact any provision of these Terms and Conditions shall constitute a waiver of any provision and will not prevent GIE from enforcing that provision at a later date.
- (ii) Severability: Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- (iii) Third party rights: Nothing in these Terms and Conditions shall confer any rights upon any third party.
- (iv) Jurisdiction: Any dispute arising between the Applicant and GIE shall be governed as per the laws of Kingdom of Saudi Arabia.