

## **GENERAL TERMS AND CONDITIONS**

### **1. PURPOSE**

The purpose of these General Terms and Conditions is to regulate the relationship between EAE Institución Superior de Formación Universitaria, S.L., with Fiscal Identification Number B64273956 (hereinafter EAE), and you (hereinafter the Student), in relation to enrolling on the Tuition Programs offered by EAE (hereinafter, the "Tuition Program", or the "Program") on the website [www.eae.es](http://www.eae.es).

### **2. ACCEPTANCE**

Program registration should be completed via one of the following alternatives:

- a) Completing the Online Enrolment.
- b) Sending the Enrolment Form via email.

In either case, you have to express your full acceptance of all the General Terms and Conditions before committing to the Program, with any new conditions that may later appear in the clauses of the General Terms and Conditions not being applicable.

Once the terms and conditions are accepted, the Student acquires the status of a Student on the EAE Program in accordance with the contents of the General Terms and Conditions. Any service offered subsequently by EAE will be subject to a new contract.

### **3. PROGRAM CHARACTERISTICS**

#### **3.1 Nature of the Programs**

All information related to EAE's Programs, including the one on which you are enrolling, is available to the Student on the website [www.eae.es](http://www.eae.es).

EAE reserves the right to make changes to the running, faculty and content of the chosen Program, and may also cancel any program depending on the School's internal operations.

### **4. ADMISSION**

Admission does not imply that the Student's place on the Program is reserved. The place will be deemed fully reserved and all the terms and conditions accepted when payment has been made via the selected payment method as established below.

### **5. ENROLMENT PROCESS**

To enrol on the Program, you must complete the Enrolment Form with your personal and payment information and confirm that you meet the requirements for each course to enrol on the Program.

Once EAE receives the Enrolment Form, it will send confirmation of enrolment on the Program to the email address indicated on the form. Once sent, the enrolment authorizes us to charge the account or credit card with the agreed payments (in the case of payment in instalments). Moreover, it formally authorizes us to disclose personal information to the indicated bank in order to manage the direct debit of the enrolment fees.

### **6. PRICE, PAYMENT METHOD, RESERVING A PLACE AND DELIVERY**

#### **6.1 Price**

The price for each course is indicated on the website [www.eae.es](http://www.eae.es), exempt from VAT.

If applicable, any discounts or grants will be duly identified as such on the Enrolment Form, indicating the normal price and the price with the discount or grant applied.

The discounts and grants are subject to the policy stipulated by EAE at any given time and, in all cases, they are not cumutable nor liable to appeal.

As it is a closed program, the Purchaser agrees to make full payment for the Program from the time that this contract is signed, in accordance with the conditions established herein. In the event that payment of the program fees in deferred instalments has been agreed, the Student acknowledges that, from that moment, they owe EAE the full amount of the fees for the Program in question, and agrees to make this payment in successive monthly instalments until the outstanding amount is paid in full, regardless of whether the Student leaves, withdraws or is expelled from the Program.

EAE's Enrolment Service guarantees the Student that no changes will be made with respect to the amount of the regular instalments that have been agreed for the Programs contracted in each case.

Any modification of the enrolment data caused by changes to the program, study format, campus or intake that results in the need for a new Enrolment Form will incur academic processing fees of 500 euros to be paid at the time of completing the process. Moreover, in this case, any grants or discounts that may have been issued will no longer apply, as they were exclusively linked to the previous Enrolment Form.

#### **6.2 Payment Method**

Payment of the enrolment fees must be made by bank transfer to EAE, by credit card (Visa, Mastercard or American Express) or by a non-transferable banker's draft issued in Spain. EAE must receive the net amount of the registration

fees and, as such, in the event that the payment method used by the Student generates any type of bank commission, withholding or expenses, they must be paid by the Student, in addition to the Program fees.

Payment for the Program can also be made on a deferred basis. In such cases, the monthly instalments must be made by direct debit from a Spanish account, or by credit card. Any receipts that are returned for reasons attributable to the Student will be increased by the amount of the charges incurred for the returned payment.

If the Student wishes to modify the bank details or credit card number given on the Enrolment Form to pay future instalments, they should contact the Administration Department by email ([gestioncobros@eae.es](mailto:gestioncobros@eae.es)) or by telephone (+34 93 499 38 40).

### 6.3 Reservation of the Student's place

EAE will reserve the Student's place once the registration requirements are fulfilled.

## 7. WITHDRAWAL

Within fourteen calendar days after contracting the Tuition Program, the Student has the right to terminate the contract and withdraw from the contracted Program without needing any justification.

To exercise their right to withdraw, the Student must notify EAE INSTITUCIÓN DE FORMACIÓN UNIVERSITARIA, S.L., by post to Calle Aragón 55, Barcelona, 08015, Spain, by telephone on (+34) 932278090 or by email to [eae@eae.es](mailto:eae@eae.es), with a clear statement of their decision to terminate the contract (for instance, in a letter by post or e-mail).

If they wish, they can use the withdrawal form that can be downloaded at this [Link](#). However, completing this form is not compulsory.

In either case, without delay, EAE will send them an acknowledgement of receipt of their notice of withdrawal.

If you withdraw from the Program within this period, we will refund all the payments received from you, including delivery costs, without undue delay and, in all cases, within 14 calendar days from the date of your notification of your decision to terminate this contract. This refund will be made using the same payment method that you used for the initial transaction unless you expressly request otherwise. Under no circumstances will you incur any expenses as a consequence of the refund.

After the deadline, the Student is under obligation to make full payment of the amount specified on the Enrolment Form.

## 8. EAE'S OBLIGATIONS

In relation to online Programs, the availability of services directly depends on the status of the telecommunication systems used for their publication and, in particular, the Internet network. Therefore, EAE does not accept any liability for any interruptions, delays, errors or any other difficulties that are beyond its or its technology providers' control, including problems caused by connection software, technology system, modem, electrical current or telecommunications networks.

Should EAE for any reason not initiate the Program, the enrolled Students will have the right to a full refund of the amount charged by EAE or the possibility of enrolling on another Program of the same price in the same intake. In the event that the Student decides to enrol on a higher-level or more expensive Program, they must complete admission process beforehand and pay the difference in the fees.

If the Program cannot begin on the scheduled date, EAE will propose a new alternative date to the registered Students. To settle any problem arising from EAE's online Program Service, the Student can contact EAE's Student Support team on 932278090, or contact Customer Service via the School's website.

EAE reserves the right to set up a group profile based on internal academic criteria to better achieve the skills established in the program design.

Programs offered in collaboration with other institutions may have a maximum number of places available, which will be allocated by EAE.

## 9. THE STUDENT'S OBLIGATIONS

The Student agrees to use the services lawfully, without violating any applicable legislation or the rights and interests of third parties.

The Student agrees to send EAE any documentation legally required to process their enrolment on the contracted Program, with the personal, academic and professional details requested.

In addition, the Student must present the various certificates accrediting the qualifications and knowledge declared by the Student on their Admission application, legalized with the apostille in the case of qualifications awarded abroad. In the case of a Program for which a double qualification is granted, the candidate must meet the legal requirements to obtain both qualifications, otherwise they will only receive the qualification awarded by EAE on

completion the program. EAE reserves the right to refuse to issue the Program qualification if all the requested documentation is not provided correctly.

Once enrolled, the Student will be given a password for using the Services offered on the website. The passwords are personal and non-transferrable, and the Student is solely liable for any consequences that may arise as a result of the misuse, disclosure or loss of the password. The Student agrees to use the services lawfully, without violating any applicable legislation or the rights and interests of third parties.

The Student guarantees the veracity and accuracy of the information provided on the Enrolment Form, holding EAE harmless for any damage or liability that may arise as a result of this information being incorrect or inaccurate.

In the case of fully on-campus programs, the Student's attendance is obligatory for classroom courses and under no circumstances should the Student miss more than 25% of the in-person classes. In the event that the Student has to withdraw from the Program or does not attend the classes of the Program for any reason, they are not entitled to a refund of the fees paid to EAE nor may the amounts paid be used as a deposit to partially or totally cover the fees of programs for subsequent academic years to be taken by the Student. No other student may make use of the amounts paid.

EAE shall only reimburse the amount paid by the Student if the Spanish Consulate or Embassy in the Student's country of origin refuses to grant the Student a study visa for Spain after all necessary documentation has been submitted and the ADMINISTRATIVE APPEAL FOR RECONSIDERATION has been made to the Consulate, within the timeframe required by the Spanish Consulate or Embassy in their country. Under no other circumstances will the amount paid be reimbursed. To receive the reimbursement of the amount paid, the Student must, without exception, submit to EAE the official notification of the visa rejection issued by the Spanish diplomatic authorities, after any ADMINISTRATIVE APPEAL FOR RECONSIDERATION to which they may be entitled has been made.. In this case, the Student may choose between the following options:

1. Using the amount paid to pay the fees for an online program, in accordance with the fees specified for the same intake.
2. Receiving a reimbursement of the amount paid by bank transfer, once any applicable bank and administrative costs have been deducted.

In the event that the Student fails to make payment of two instalments, consecutive or otherwise, EAE may deem the total outstanding deferred fees payable and demand full payment of the pending amount, as well as any expenses incurred due to the non-payment of any returned payments.

Failure to pay any amount of the fees payable for the enrolled Tuition Program entitles EAE not to issue any type of certificate, accreditation or qualification, and may lead to the corresponding amount being claimed by EAE. Moreover, after notifying the Student, EAE may proceed with the automatic removal of the student from the Program and the withdrawal of access to services associated to their status as a current or former student.

Failure to comply with any of these General Terms and Conditions may lead to the withdrawal or cancellation of the service by EAE, without the need to notify the Student in advance, and without the Student being entitled to any compensation.

The early termination of the contract and the Student withdrawal from the Program does not exempt them from the obligation to make full payment for the Program.

## **10. EAE ALUMNI COMMUNITY**

Whenever a student enrolls on any training program at EAE Business School, they become a member of the EAE Alumni community free of charge. EAE Alumni is a community formed of current and former students, members of academic faculty and business community, as well as other professionals at EAE Business School, that focuses on organizing and running activities that enhance all aspects of our members' professional lives.

Being a member of EAE Alumni gives you access to a diverse range of services, including:

- Professional and personal development.
- Lifelong learning.
- Access to information and knowledge.
- Different networking activities.
- Benefits Club.

## **11. THE PURCHASER'S PERSONAL DATA**

In accordance with the General Data Protection Regulations and the applicable Spanish data protection legislation, the Student and the Purchaser, if they are not the Student, are hereby notified that the personal data that they provide will be processed by EAE, as the Data Controller, for the purposes of executing these contractual terms and conditions.

The data will be stored for the time required to fulfil the purpose for which it was collected and, subsequently, for the legal period in which any legal liability may arise.

The Purchaser may exercise their rights of access, erasure, rectification, objection, limitation and portability with respect to their personal data by writing to EAE, Section de Correos 221, Barcelona, or by email to [lopd@eae.es](mailto:lopd@eae.es). Furthermore, if they consider it appropriate, they can lodge a complaint to the Spanish Data Protection Agency. (<https://www.aepd.es/es/derechos-y-deberes/conoce-tus-derechos>).

They can contact the EAE Data Protection Officer by email to [dpo@planeta.es](mailto:dpo@planeta.es) or by post to the Grupo Planeta Data Protection Officer at Avda. Diagonal 662-664, 08034 Barcelona.

## **12. THE STUDENT'S PERSONAL DATA**

EAE will process your personal details in order to manage its relations with you and to send you, via any means, information and commercial communications regarding our products and services similar to those that you have contracted. Your details will only be transferred to companies within our group if you give us your consent and never to external third-party companies. The Student has the right to access, rectify and withdraw their personal data, as well as other rights, as explained in our Privacy Policy.

For more information, please refer to our Privacy Policy via the following link: <https://www.eaebarcelona.com/es/politica-de-privacidad>

## **13. STUDENT'S PARTICIPATION IN ACTIVITIES AND EVENTS**

Within the range of activities included on the Tuition Program on which the Student has enrolled, they will have the opportunity to take part in activities and events of institutional interest or which make a valuable contribution to their learning and training, which are organized by another institution unrelated to EAE. EAE notifies the Student that, if they are interested in participating in any activities or events organized by a third party, EAE may disclose the Student's personal data to the third-party institution organizing the activity or event will be held.

## **14. RECORDING OF VIRTUAL LEARNING ACTIVITIES**

For the benefit of the Student's learning process, the class sessions scheduled in our Tuition Program may be recorded in either the virtual or physical classroom. These recordings are intended to be a consultation resource and/or study material and will be available for the subsequent consultation and for students unable to connect to the class in real time. These recordings are made exclusively for this purpose during the tuition period and it is forbidden to transfer, disclose or distribute them to a third party. Any students who do not wish to appear in the recording must keep their microphone and camera deactivated or, in the case of on-campus classes, notify the lecturer at the start of the session.

Furthermore, the activities and events associated to the Program organized by EAE may also be recorded. Any students who do not wish to appear in the recording must keep their microphone and camera deactivated or, in the case of in-person events, notify the organizer at the start of the activity or event.

## **15. DURATION AND TERMINATION**

These General Terms and Conditions are valid throughout the duration of the Program. EAE may terminate the contract in the event that the Student fails to fulfil any of the obligations stipulated in these General Terms and Conditions.

## **16. INDUSTRIAL AND INTELLECTUAL PROPERTY**

All Intellectual and Industrial Property rights with respect to any works, trademarks, logos and any other sign subject to protection, contained on the website of EAE are the exclusive property of EAE, except those expressly indicated otherwise. The unauthorized reproduction, distribution, commercialization or transformation of these works, trademarks, logos, etc. constitutes a violation of the Intellectual and Industrial Property of EAE or the corresponding proprietor and may give rise to any judicial or extra-judicial proceedings that the proprietor considers appropriate in the course of exercising their rights.

Moreover, all information to which the Student may have access through the website may be protected by intellectual, industrial or any other kind of property rights. Under no circumstances shall EAE be liable for any violation of such rights that may be committed by the Student as a user.

## **17. JURISDICTION AND APPLICABLE LAW**

This contract is subject to Spanish Law.

In the event of any dispute or issue arising from the interpretation or application of these contractual conditions, as required, the case will be heard and ruled on by the Courts and Tribunals stipulated in the applicable legal regulations with respect to the competent jurisdiction, which specify, in relation to the end consumers, the location in which the obligation is fulfilled or the home address of the purchaser. In the event of a company operating within the context

of its business of commercial activity, both parties expressly that they are subject to the Courts and Tribunals of Barcelona (Spain), expressly waiving any other jurisdiction that may be applicable.

**EAE Business School Barcelona**

**Effective date of this document: OCTOBER 2024**