



## **Convera Payment Platform – Terms of Use**

This Convera Payments Platform (“**Online System**”) is operated by Convera UK Ltd. (hereinafter “**Convera**”) which is part of the Convera group of companies (each a “**Convera Affiliate**”) that offer payments and foreign exchange services to, among others, colleges, universities, education providers and other related parties (“**Education Providers**”). Convera and the Convera Affiliates (collectively, “**Us**”, “**Our**” or “**We**”) offer you, the user (“**You**” or “**Your**”), access to the Online System for the purpose of providing payments to certain Education Providers that are customers of a Convera Affiliate.

Your access and use of the Online System is strictly subject to these Terms of Use, the [Privacy Statement](#), notices, disclaimers and any other terms and conditions applicable from time to time. And, if You use any of the services contained within the Online System for which alternative or additional terms and/or conditions are referenced, such additional terms, all of which collectively represent the Online System (“**Terms of Use**”). By accessing, viewing or otherwise using the Online System, You agree to be subject to the Terms of Use.

We may, from time to time and without notice, vary or modify the Terms of Use. Any subsequent access, viewing or otherwise using the Online System constitutes acceptance of the variations or modifications. The Terms of Use and Your access to the Online System may be terminated by Us in Our absolute discretion without notice to You. All restrictions, licenses, disclaimers, and limitation of liability survive termination of the Terms of Use.

By selecting the checkbox indicating you agree to these Terms of Use on the Online System before performing a payment, You acknowledge and agree that you have read and understood the Terms of Use and any applicable fees and charges.

All of Our services are provided subject to the relevant local law and regulatory requirements applicable in the countries in which the Education Provider is located and on the terms of any agreement(s) between the Us, who is providing the payment service and the Education Provider.

**IN ACCEPTING PAYMENTS FOR THE EDUCATION PROVIDERS, WE ACT AS PAYMENT AGGREGATOR AND SERVICE PROVIDER TO THE EDUCATION PROVIDER – NOT AS A SERVICE PROVIDER TO YOU.**

In the event You decide to send a payment to an account owned and/or operated by Us for transmission to the Education Provider pursuant to the payment instructions generated via the Online System for Your selected payment method, You irrevocably agree that We may accept and act upon the sole instructions of the Education Provider with respect to such payment.

## **Payor Information and Execution**

You are solely responsible for and represent and warrant the accuracy and completeness of the information You input into the Online System, including all information regarding the person making the payment or the company/organization sponsoring you and making the payment. Any transaction executed by You using

personalized security credential specific to You shall be deemed by Us to be executed and authorized by You. You acknowledge and understand that Your failure to provide Us with and maintain accurate information may result in a delayed or non-delivered payment(s). You acknowledge and agree that You must follow payment instructions given via the Online System for Your selected payment method and any direct deposit into Our account by You or on Your behalf that is not in accordance with such payment instructions will be rejected. When We receive Your information, We will generally honor the offered exchange rate for the period of time denoted on the Online System, however, in certain circumstances We may be required to rescind such offers in Our sole discretion. If any such offer is rescinded, We will process the payment at the then-available exchange rate on behalf of your Education Provider.

You acknowledge and agree that You have the right, including all necessary permission and consents, to input all information required into the Online System, including but not limited to information of the student if that is not You and that You have the authority to submit a payment from an account owned or controlled by You.

If You are acting as an agent, You represent and warrant You are acting as an agent in compliance with all applicable law and regulation.

Once you have inputted the relevant information into the Online Platform regarding a payment and clicked "Submit", You will be deemed by us to have expressly requested and authorized such payment.

### **Credit or Debit Card Payments – General Provisions**

If the Education Provider allows for credit and/or debit card payments through the Online System, You may be able to make a payment using Your debit or credit card on the Online System. Terms relating to payments by way of credit or debit card using the Online System may vary depending upon the method of processing such card payments, whether processed using Us or a third party, and the jurisdiction of the Education Provider. You represent You have the right to use the credit or debit card presented for payment and that you have solely handled and imputed all relevant card information including card number into the Online System.

If You elect to pay an Education Provider using Your credit or debit card selected by the Education Provider and such credit or debit card payment is not processed by Us, We have no liability to You for such payment and the terms and conditions governing such payment will be as established between You and the Education Provider, the credit or debit card payment processor processing those payments, Your card issuer and the rules of the relevant card associations.

Alternatively, if You elect to pay an Education Provider using Your Visa® or MasterCard® credit or debit card on the Online System where We are processing your credit or debit card payment on behalf of the Education Provider, please see Annex 1 for the regional terms of use associated with Your Visa® or MasterCard® credit or debit card payments.

### **Refund Policy**

- **Transaction Amount:** We act as a transactional aggregator and sit between the Payer (You) and the Biller (the Education Provider – being the client of a Convera Affiliate. Subject to the above regarding certain credit or debit card payments, We do not have authority to reverse or

refund authorized transactions; You must contact the Education Provider directly for a refund or reversal.

- **Transaction Fees and other charges:** Transaction fees and other charges or costs that You incur on to Your credit card or debit card, to Your bank account, or otherwise paid by You for facilitating a transaction may be non-refundable.

### **Security Procedures; Notices and Indemnity**

You agree to:

- comply with all security procedures governing the Online System; to keep all passwords secure (if any are provided, or permitted);
- to inform Us immediately if any individual designated by You as authorized to represent You is no longer authorized to do so;
- promptly notify Us of all actual or suspected errors or inaccuracies in Your information after You become aware of or suspect the error or inaccuracy; and
- cover any loss, costs or damages suffered by Us and the Education Provider; and their respective subsidiaries, affiliates, officers, employees and agents from any claim or demand, including legal fees and expenses, in connection with or related to (a) any inaccurate information provided by You, or (b) arising out of Your (i) unlawful or negligent use of the Online System; (ii) intentional misuse of the Online System; or (iii) breach of the Terms of Use.

### **Intellectual Property**

You acknowledge and agree that all copyright and other intellectual property rights in and to the Online System are and remain Our' exclusive property. You agree not to permit use of the Online System by any third party you have not authorized to represent you. You agree to not directly or indirectly, decompile, disassemble, reverse engineer, or otherwise attempt to derive or discern the source code or internal workings of the Online System.

### **Disclaimer**

YOU UNDERSTAND AND AGREE THAT THE ONLINE SYSTEM IS PROVIDED ON AN "AS IS" AND

"AS AVAILABLE" BASIS. WE MAKE NO WARRANTY THAT THE ONLINE SYSTEM WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE ONLINE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ONLINE SYSTEM OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ONLINE SYSTEM. WE

DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING THE ONLINE SYSTEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND ACCURACY OF DATA.

NEITHER CONVERA NOR ANY CONVERA AFFILIATE WILL BE RESPONSIBLE FOR ANY ABILITY OF A MOBILE DEVICE TO ACCESS THE ONLINE SYSTEM OR ANY LOSS OR DAMAGE TO A MOBILE DEVICE RESULTING FROM YOUR ACCESS OR USE OR ATTEMPTED USE OF THE ONLINE SYSTEM. IF YOU HAVE INPUT A CELL PHONE NUMBER IN ORDER TO RECEIVE TEXT MESSAGES AS TO THE STATUS OF YOUR TRANSACTION, YOU AGREE TO RECEIVE SUCH TEXTS AND UNDERSTAND STANDARD DATA AND TEXT RATES OF YOUR CARRIER MAY APPLY AND ACKNOWLEDGE AND AGREE WE ARE NOT RESPONSIBLE FOR ANY FEES ASSESSED BY YOUR CARRIER RELATED TO THE TEXTS SENT BY US.

WE MAY, WITHOUT NOTICE, SUSPEND ANY PART OR ALL OF THE ONLINE SYSTEM IN ORDER TO REDUCE OR PREVENT FRAUD, IF REQUIRED BY LAW OR IN ORDER FOR EMERGENCY MAINTENANCE OR REPAIRS TO BE CARRIED OUT.

YOU UNDERSTAND THAT WE HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY FOR YOUR BREACH OF THIS AGREEMENT AND HAS ASSUMED YOUR COMPLIANCE WITH THIS AGREEMENT FOR THE PURPOSES OF PROVIDING SERVICES TO THE EDUCATION PROVIDERS AND/OR RECEIVING SERVICES FROM OTHER THIRD PARTIES IN CONNECTION THEREWITH.

### **Limitation of Liability**

YOU UNDERSTAND AND AGREE WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA OR LOST PROFITS ARISING FROM OR RELATING TO YOUR USE OF THE ONLINE SYSTEM OR ANY OTHER MATTER RELATING TO THE ONLINE SYSTEM.

OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW (INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY AND STATUTE) AND UNDER THE TERMS OF USE WILL NOT EXCEED \$5,000 USD. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY. THEREFORE, ONLY IF REQUIRED BY APPLICABLE LAW, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU (TO THE MINIMUM EXTENT NECESSARY NOT TO INFRINGE THE RELEVANT LAW).

### **Privacy and Data Confidentiality**

We will use the information You provide to conduct the payment transaction and to provide our service to Education Provider including the processing of credit or debit card payments on the Online System, and as otherwise set forth in our Privacy Statement available at <https://convera.com/docs/convera-privacy-statement-en.pdf>.

## **Miscellaneous**

- **Third Party Rights:** You agree that any loss, damage, cost or liability incurred by Us to the extent arising out of Your breach of the Terms of Use will be deemed to have been incurred by Us and will be recoverable by Us from You as if they were losses, damages, costs or liability suffered directly by Us. Unless otherwise expressly provided for in the Terms of Use, nothing in this Terms of Use purports to create legal rights for, or enforceable by, any party other than Convera.
- **Binding Effect:** You agree that the Terms of Use are binding upon You and govern Your access and use of the Online System. If any provision of the Agreement is unenforceable, it will not affect the enforceability of any other provision.
- **Amendments:** We may amend the Terms of Use by posting the amended terms on the Online System.
- **Governing Law:** The Terms of Use are governed by the laws of England and Wales, without regard to choice of law rules. You agree that any dispute You may have against a Convera , as the case may be, must be resolved exclusively by a court located in London, England. Application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- **Force Majeure:** We are not liable for any failure or delay of performance (or otherwise) arising out of a cause beyond Our reasonable control.
- **No Waiver:** A delay or omission by Us to exercise any right or power under the Terms of Use will not be construed to be a waiver thereof.
- **No Assignment:** You may not assign, transfer or otherwise deal with Your rights or obligations created under the Terms of Use without Our prior written consent.
- **Compliance with Laws:** You agree to comply with all applicable federal, state, provincial and local laws, regulations, ordinances, and codes.
- **Applicability of Online Systems' Rules:** You are bound by all applicable local and national rules governing the banking system. We may rely on information about your bank account(s) provided by banks under such rules.

YOU ACCEPT THE TERMS OF USE AND ACKNOWLEDGE THE CONVERA PRIVACY STATEMENT BY USE OF THE ONLINE SYSTEM AND, IF ENTERING INTO A PAYMENT TRANSACTION TO PAY OUR CUSTOMER, BY CLICKING ON THE CHECKBOX INDICATING YOUR AGREEMENT.

YOU ARE NOT PERMITTED TO USE OR ACCESS THE ONLINE SYSTEM IN ANY MANNER IF YOU DO NOT ACCEPT THE TERMS OF USE AND ACKNOWLEDGE OUR PRIVACY STATEMENT.

## **ANNEX I**

### **CREDIT OR DEBIT CARD PAYMENTS – EDUCATION PROVIDERS LOCATED IN THE UNITED KINGDOM (UK) ONLY**

For Education Providers located in the UK only, if You elect to pay an Education Provider using Your credit or debit card on the Online System where We will be executing your credit or debit card payment, Convera Australia Pty Ltd. (“Convera Australia”) has agreed with the relevant UK Education Provider to accept and process such payment on behalf of the UK Education Provider. For the avoidance of doubt, Convera Australia will not be Your service provider for the purposes of that credit card payment notwithstanding any function Convera Australia may provide in connection with accepting and processing Your credit or debit card payment. You represent You have the right to use the credit or debit card presented for payment.

Where You pay a UK Education Provider using Your credit or debit card on the Online System where Convera Australia is executing Your credit or debit card payment, the following will apply:

- Should You have any enquiries or want to dispute a credit or debit card charge taken by Convera Australia on the Online System, please direct your query or dispute to Convera Australia at the contact details below;
- Where approved by the UK Education Provider, Convera Australia will process refunds where they are requested by You;
- the terms and conditions governing such payment will be as established by the rules of the relevant card associations;
- We will not be responsible to You for any outages or unavailability on the Online System or any block or delay in the processing of Your debit or credit card payments processed by Convera Australia;
- if Your payment is canceled or rejected after Your credit or debit card has been charged, Convera Australia will issue a credit to Your credit or debit card in the amount of the charge; and
- We may request a pre-authorization for Your payment instruction with a credit or debit card to ensure that the card details are valid and that You have sufficient funds to complete the transaction. This pre-authorization will not be billed to You; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held.

Should You want to speak to Us about a credit or debit card transaction processed by Convera Australia, please email us at [studentsupport@convera.com](mailto:studentsupport@convera.com).

### **CREDIT OR DEBIT CARD PAYMENTS – EDUCATION PROVIDERS LOCATED IN US AND CANADA ONLY**

For Education Providers located in the United States or Canada, if You elect to pay an Education Provider using Your Visa® or MasterCard® credit or debit card on the Online System where We will be processing your credit or debit card payment, We will accept and work to process such payment on behalf of the merchant of record and the terms and conditions governing such payment will be as established by the rules of the relevant card associations. If Your payment is canceled after Your credit or debit card has been

charged, Convera will issue a credit to Your credit or debit card in the amount of the charge. For the avoidance of doubt, We are not Your service provider for the purposes of that credit card payment notwithstanding any function We may provide in connection with accepting and processing Your credit or debit card payment.

Where You pay an Education Provider using Your credit or debit card on the Online System where We are assisting in processing Your credit or debit card payment, the following will apply:

- Should You have any enquires or want to dispute a credit or debit card charge taken by Us on the Online System, please direct your query or dispute to your Education Provider or Us at the details below;
- Where approved and instructed by the Education Provider, We will process refunds where they are requested by You;
- The terms and conditions governing such payment will be as established by the rules of the relevant card associations;
- We are not responsible to You for any outages or unavailability on the Online System or any block or delay in the processing of Your debit or credit card payments processed by Us;
- if Your payment is canceled or rejected after Your credit or debit card has been charged, We will issue a credit to Your credit or debit card in the amount of the charge; and
- We may request a pre-authorization for Your payment instruction with a credit or debit card placed through Us. This pre-authorization will not be billed to You; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are valid and that You have sufficient funds to complete the transaction.

Should You want to speak to Us about a credit or debit card transaction processed by Convera on the Online System, please contact Us at the following address [studentsupport@convera.com](mailto:studentsupport@convera.com) .