

General Terms & Conditions: Online Programs

1. Ubiqum Code Academy

Ubiqum, a brand of Geneva Business School*, is a code academy that specializes in teaching Intensive Programs in web & mobile development and data analytics, designed for Students to acquire practical knowledge that allows them to access a new profession in the tech industry, or to progress in their current career.

It is also Ubiqum's commitment to advise and accompany Students as they search for a job related to the Modules of their Program. To support the academics, Ubiqum offers a series of employment-focused workshops, tools, and services, as well as tasks set by the Career Advisors at Ubiqum.

2. The program

By signing the Registration Form and accepting these General Conditions (together, the **Contract**) the Student confirms their registration to the Program. Ubiqum accepts the Student's participation, in accordance with the Terms and Conditions established in the Contract.

A. Program plan, modules, and access to content

The Program will be carried out by the Student in person and/or remotely at one of Ubiqum's physical campuses in Barcelona, Madrid, and Geneva, or at Ubiqum's online campus, within the hours established in the Program Plan.

The Program Plan and all the Program content will be available to the Student online through the Ubiqum Portal. Students are consequently required to attend the Program with their own personal computer.

As detailed in the Program Plan, the teaching part of the Program is composed of different **Modules**. All the necessary learning content corresponding to each of the Modules is available through the Ubiqum Portal.

The Student undertakes to complete the Modules in the time established in the Program Plan or by their Mentor, committing to complete the business cases and projects corresponding to each Module.

Ubiqum reserves the right to make changes to the Program Plan or to the Program Modules, either in a general way, or in a particular way for an individual Student. These changes will always be made so that the Student can develop their technical skills in the most appropriate way so as to gain access to employment.

The Student will have a personal and non-transferable password which will allow them access to, and use of, the content of the Modules. THE STUDENT IS HEREBY OBLIGED TO NOT FACILITATE OR DISCLOSE THE PASSWORD TO ANY OTHER INDIVIDUAL OR LEGAL ENTITY. THE USE OF THE PASSWORD FOR ANY PURPOSE OTHER THAN THE EXCLUSIVE SATISFACTION OF THE STUDENT'S OWN NEEDS THROUGHOUT THE PROGRAM IS TOTALLY PROHIBITED. The Student may not use this password for reasons including, but not limited to, the lease, lending, selling, or in any other way obtain an economic return for the password or to perform any acts that may imply a violation of their duty to protect a product on which Ubiqum has exclusive exploitation rights. This obligation of the Student is essential.

B. Program mentor

Each Program is assigned a Mentor who will guide the Students through the learning process, following up on the Program Plan and the execution of each of the Modules. The Program Mentor will establish the Program Meeting Plan, which, in part-time programs, will be flexible and will contain:

- (i) A weekly meeting with the student to monitor the progress of the projects and business cases
- (ii) A flexible schedule of one-to-one meetings with the Student.

The total amount of time allocated between the Student and the Mentor in one-to-one sessions is two (2) hours per week. The meetings will take place between 09:00 and 18:00 CET. Timely attendance at meetings is mandatory. Additionally, the Mentor can organize call group sessions, according to their best judgement, in which all students can participate.

Throughout the hours of study, the Student will be connected to a messenger system like Slack, Discord, or similar to have asynchronous support from the Mentor and other students on the Program.

Additionally, the Student may arrange periodic meetings of between 10 and 20 minutes with the Mentor, according to their particular needs. Periodic meetings may be arranged online through the Mentor's calendar.

An important part of Ubiqum's career-focused methodology is to become an independent thinker who can use multiple resources to solve problems and deliver tasks. If the Mentor feels that the Student is misusing the Mentor's time in ways such as, but not limited to, requesting private lessons or not using other available resources, the Mentor will be entitled to reduce the number of booked sessions with the Student. The motivation behind this reduction is to redirect the Student's learning strategy in order to achieve the final goal of professional independent thinking.

C. Sharing experiences as part of the learning process

Ubiqum Programs are based on practical work and teamwork. In this environment, and following the learning-by-doing philosophy, Ubiqum encourages Students who are at an advanced stage of the Programs to be in contact, share their experiences, and mentor students who are new to Ubiqum.

As a result, (i) the Student will have access to the experiences of students who are finishing their programs, sharing questions and concerns with them; and likewise (ii) when the Student reaches an advanced stage of the Program, they will be invited by Ubiqum, as part of their learning process, to voluntarily participate as a Mentor to students of programs starting subsequently to their own.

D. Job placement

Ubiqum Programs are focused not only on training students in the contents of the Program Plan, but also in the tasks and skills necessary to look for work. The Career Advisors is focused on giving advice and support to students up until they obtain a job in the tech industry related to their studies. More information about Ubiqum's commitment to job placement can be found in Article 5: Ubiqum's Commitment to Employment.

E. Program certification

Once the Program ends, for whatever reason, the Student may request a certificate of completion from Ubiquum. This certificate will feature the Program studied and the degree of progress achieved.

3. Student commitment

The Student commits to apply their best effort and a high level of motivation throughout the Program. They must punctually and diligently comply with the tasks in the Program, both in the format of projects or business case work, or otherwise within the Program Plan designed by the Mentor.

A. Student responsibilities

Accordingly, the Student herein undertakes to:

- (i) Participate on a daily basis in all the work sessions of the Program, complying with the time schedule established in the Registration Form. Daily attendance will be recorded at the beginning of each Stand-up Meeting.
- (ii) Punctually attend all meetings established by the Mentor within the Program Plan.
- (iii) Complete periodic Program evaluation forms and proactively receive progress feedback from their Mentor.
- (iv) Actively participate in tasks related to Ubiquum's job placement program, which will include:
 - a. Registering to the Ubiquum Software application, which features management tools for the job placement process.
 - b. Attending, participating, and completing the tasks included in the job placement program. These tasks are an integral part of the Program, and include, but are not limited to, the following:
 - Preparation of a CV in English and any other local language, depending on the city where the Student is taking their Program, following the indications and recommendations of the Career Advisors.

- Updating the Student's LinkedIn profile following the indications and recommendations of the Career Advisors.
- Attendance at programmed training and group sessions.
- Actively searching for jobs on job portals and sending their CV to a minimum of five companies per week for positions related to their Program and experience.
- Attending job interviews on time and in a professional manner.

For the purposes of transparency and good practice, Ubiquum keeps a record of all job placement processes of its students. In so doing, and in order to comply with transparency requirements, Ubiquum needs close collaboration of its students so data Ubiquum provides to the market is reliable and verifiable. Therefore, the Student agrees to keep Ubiquum duly and promptly informed throughout their selection processes and to communicate the moment in which an employment agreement is closed, providing Ubiquum with sufficient information (and formal support) on the contracting company and the basic contracting conditions.

B. Minimum requirements

Ubiquum will evaluate the Student's fulfillment of the commitments established herein on a monthly basis, with the following minimums required:

- (i) 80% attendance, to be verified at the beginning of each Stand-up Meeting and in each meeting scheduled by the Mentor within the Program Plan.
- (ii) 90% compliance in time and form with tasks and deliverables of each Module and the milestones marked by the Mentor in the Program Plan. The minimum acceptable quality will be evaluated by a technical team.
- (iii) Full attendance and compliance with the job placement program.

In the event that in a given month the Student does not meet one, two, or all of the minimum requirements, the Student will be duly informed by Ubiquum via a **Warning Notice**.

If, after receiving a Warning Notice, the Student fails to comply for a second monthly period (without being required such non-fulfillments to be done in consecutive months), Ubiquum will be entitled to terminate this Contract. In this case, the Student will not be permitted to continue with

the Program, however all outstanding payments, as per the terms set out on the Price and Payment Conditions section of the Registration Form, must still be paid.

The same consequences of contract termination will apply for those students that do not fulfill the attendance, compliance, and deliverables in the job placement program.

Lack of attendance duly justified by a medical note, or for reasons of serious family matters, will be excused.

4. Fulfillment of payment terms

The Student's fulfillment of the payment terms and conditions established in the Price and Payment Conditions section of the Registration Form, is essential.

In the event that the Student fails to comply with any of these terms, Ubiquum will duly notify such a circumstance to the Student, and the Student will have five (5) business days to remedy the breach. In the event that, after said period, the Student has not remedied the breach:

- A. Ubiquum will be entitled to terminate this Contract, in which case the Student will not be able to continue with the Program, however, all outstanding payments, as per the terms set out on the Price and Payment Conditions section of the Registration Form, must still be paid.
- B. From the day payments are due until the day they are effectively paid to Ubiquum, outstanding amounts will accrue a monthly interest equivalent to the legal interest of the money in force at the time. This interest must be paid by the Student for the damages caused.

5. Ubiquum's commitment to employment

Ubiquum is committed to helping the Student's search for a job within the tech industry in any country of the EU and in accordance with the skills and knowledge obtained through the Program. Therefore, Ubiquum undertakes to advise the Student and guide them through the whole process.

This process will be implemented through the job placement tools that Ubiqum provides to the Student, as well as through personalized advice from the Ubiqum Career Advisors.

Ubiqum's commitment is conditional on the Student's undertaking of their duties under this Contract, and in particular:

- A. The minimum requirements, as established in Article 3, Section B.
- B. The tasks established in Article 3, Section A, Clause (iv) regarding the Student's active participation in the job placement process.
- C. For non-EU students, a work permit issued by any country in the EU that entitles the students to get a job in the EU.

Failure to comply with these obligations will lead to the Student losing eligibility for the Ubiqum job placement program.

Ubiqum is continually building a network of collaborating companies with which it periodically organizes activities, events, and presentations. Ubiqum also works closely with some of the main job portals, talent management startups, and companies in the tech sector. The Student will have access to the open positions and job offers of these companies and portals through the job placement process. Said access is conditional on the Student's successful completion of the Modules, as well as due compliance with the other obligations established in this Contract. However, the Student accepts that it is their direct hard work and initiative in the job placement process that will render the best results in the search for a job.

Ubiqum's commitment established in this Article will be maintained until six (6) months from the End Date of the Program, as indicated in the Registration Form. Similarly, during this period or until the Student finds employment, whichever comes first, the Student agrees to fulfill the tasks indicated in Article 3, Section A, Clause (iv), regarding the Student's active participation in the job placement process.

6. Termination of contract: resignation and resolution

This Contract will be automatically terminated in any of the following cases:

- A. Natural termination of the Program and of Ubiquum's employment commitments as indicated in Article 5.
- B. Mutual agreement between the Student and Ubiquum.
- C. Voluntarily by the Student, communicated prior to any breach of their undertakings indicated in this Contract.

In the event that the Student, due to personal reasons, wishes to withdraw from the Program, they will duly notify Ubiquum at least fifteen (15) days in advance (for this purpose, Ubiquum has at the Student's disposal the required forms to be filled and submitted by the Student). Withdrawal from the Program will not entail a refund by Ubiquum of the amounts paid, nor the suspension or termination of the outstanding payments.

Notwithstanding the foregoing, during the two (2) years following the date on which the Student withdraws from the Program, the Student will have the right to be reinstated, joining the Module that they were studying at the time of their withdrawal, in the group that Ubiquum indicates to this effect. The Student shall notify Ubiquum of their wish to continue with the Program in sufficient advance for Ubiquum to be able to reserve a space in one of the Modules available and not complete at the time the request is made by the Student. In any case, if the Student decides to leave the Program on their own initiative, Ubiquum's commitment to the Student's employment will be cancelled.

Students who obtain a job prior to the End Date of the Program will be entitled to decide to:

(i) Voluntarily withdraw from the Program, in accordance with the provisions of the previous paragraph.

Or

(ii) Continue the Program online without being present on any of Ubiquum's physical campuses. In this case, the attendance established in Article 3 will not be applicable, but compliance in time and form with deliverables of the Modules and the milestones set out by the Mentor in the Program Plan will be required. As a result of these events, Ubiquum's employment commitment will be cancelled unless the Student indicates their willingness to participate in the job placement process and complies with all commitments derived from this Contract.

- A. Student breach of the responsibilities established in Article 3, Section B (Minimum requirements) and Article 4 (Terms of Payment).

Ubiquum also reserves the right to expel the Student if their personal behavior in class deviates significantly from the behavior expected in an adult person and/or Ubiquum receives repeated complaints from other students about the behavior of the Student on the Program.

- B. In the event that the Contract is signed remotely, the Student has a period of fourteen (14) calendar days to withdraw from it, with the right to reimbursement of all amounts paid. The Student may withdraw from the Contract without completing any formality except written communication to Ubiquum (through the same channel and in the same address used for the formalization of the Contract remotely), and without this implying any penalty.

7. Intellectual and industrial property rights

Ubiquum holds all rights regarding the exploitation of intellectual property of all content, works, data, information, and/or methodological and technological documentation that is part of the Program (the **Confidential Information**), to which the Student will have access through the personal and non-transferable password indicated in Article 2.

The access and use of Confidential Information by the Student does not imply on the part of Ubiquum any renunciation, license or assignment, total or partial, of the Intellectual and Industrial Property rights over it.

The Student may only use the materials for personal purposes and in no case may disclose or exploit them. Likewise, they undertake to maintain confidentiality over them both during the Program and thereafter.

In particular, but without limitation, the following actions are expressly prohibited:

- A. To copy, reproduce, "rip" (extract or copy the complete materials or fragments thereof), download, print, forward, record, make available to the public, or use, totally or partially, the Confidential Information in any way that is not expressly permitted in this Contract.

- B. To delete, modify, remove, or in any other way prevent the effective functioning of any adopted measure to avoid copying, distribution, making available to the public, download, modification, transformation, or any other type of access or undue or unauthorized treatment, total or partial, of the Confidential Information.
- C. To circumvent any technology used to protect the Confidential Information accessible through the Ubiquum website, as well as to eliminate any mention or reference to the notice of the rights on said Confidential Information.

Ubiquum reserves the right to temporarily or permanently suspend the Student's access to the website and therefore the Program at any time in the event of unauthorized or allegedly unauthorized use of the Confidential Information. In such a case, and in accordance with Article 6, Ubiquum may terminate the Contract.

8. Data protection and confidentiality of information

In compliance with the provisions of the established Organic Law 15/1999, 13 December, Protection of Personal Data (LOPD), Ubiquum informs you that the data you provide will be incorporated and processed in the files of UBIQUM Students, registered with the Spanish Agency for Data Protection and owned by Geneva Business School, in order to be able to provide contracted services, as well as to keep you informed about issues related to the activity of Ubiquum and its services.

Ubiquum undertakes to process the personal data provided confidentially and not to communicate or transfer this information to third parties. Likewise, the data files will have the security measures required by the Development Regulation of the LOPD, approved by RD 1720/2007, which guarantees the security of information.

We inform you that you may exercise your rights of access, rectification, cancellation, and opposition of your personal data through the email address info@ubiquum.com. All data requests must be accompanied by a copy of your national identity card or passport.

- I do not wish to receive commercial information from UBIQUM CODE ACADEMY.

9. Complaints form

In its facilities, Ubiquum makes available complaint forms, as approved by the relevant official national models, available to the Student to process claims or complaints.

10. Applicable law and jurisdiction

This Contract will be governed by its own conditions and, in what is not foreseen herein, by the applicable Spanish laws.

This Contract is private in nature. Ubiquum and the Student agree to amicably resolve any difference that may arise over its interpretation and application. In the event that an amicable solution is not possible, and a claim or formal process is required, Ubiquum and the Student agree to subject themselves exclusively to the jurisdiction of the courts of the city of Barcelona, expressly waiving any other jurisdiction that may correspond to them.

11. Consent for photography/filming: authorization for use of image, voice, performance, or likeness

By agreeing to the contract, the Student permits and authorizes Ubiquum Code Academy to use photographs and/or video recordings including images of them (hereinafter referred to as "Their Likeness") both internally and externally to promote the Academy.

These images could be used in print and digital media formats including print publications, websites, e-marketing, posters, banners, advertising, film, social media, teaching, and research purposes.

Images on websites can be viewed throughout the world and not just in Spain and some overseas countries may not provide the same level of protection to the rights of individuals as EU/Spanish legislation provides.

Images or recordings may be kept permanently once they are published and be kept as an archive of Ubiqum Code Academy (a brand and business unit owned by Geneva Business School Spain SL).

Your rights

This Authorization is binding for the duration of the employment contract or agreement held between the Academy and the Student. When the mutual association with the Academy ceases, this Authorization for use of image, voice, performance, or likeness may be withdrawn. When the mutual association with the Academy ceases, the Student has the right to request that Their Likeness not be used.

The Student can withdraw consent for the use of Their Likeness at any time by emailing sebastian.barajas@ubiqum.com. Note: this will not apply to material already published. Ubiqum Code Academy cannot control nor recall already published material. In this case, the Academy has a period of 6 months in which to remove Their Likeness from all digital and printed marketing collaterals and assets.

The Student has the right to request to see a copy of the information Ubiqum holds about the Student and to request corrections or deletions of the information that is no longer required. The Student can ask Ubiqum Code Academy to stop using Their Likeness at any time, in which case it will not be used in future publications but may continue to appear in publications already in circulation.

Contact details

If you have any questions relating to this consent form or the way we plan to use your information please contact sebastian.barajas@ubiqum.com

For any questions relating to data protection, please contact the Academy's Data Protection Officer by emailing info@ubiqum.com.



Sebastián Barajas,
Founder of Ubiquum Code Academy

The Student

*Ubiquum Code Academy is owned by **Geneva Business School SA.**

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