



Studyoda General Terms

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These are the terms ("Terms") for anyone using any Studyoda services (whether via our mobile Studyoda App or website (<https://www.Studyoda.com>) to browse for information as a Visitor or a registered user (Member), regardless of how the information is accessed (app or website).

Please read these Terms carefully before you start to use Studyoda. By using Studyoda, regardless of how you access it, you accept these Terms and agree to abide by them.

In these Terms, "Studyoda" means the digital and physical services offered by us.

We can be [contacted by e-mail](#)

These Terms and our Privacy Notice govern your use of Studyoda including, but not limited to, the content you read, view or download from our site ("Content"), the content you upload to our site including course reviews ("User-Generated Content" or "UGC") and the content you send through to universities directly through the site ("Enquiries").

These Terms are revised and updated regularly in our sole discretion. Please check back regularly for updates; you can easily determine whether changes have been made by confirming the version date at the top of these Terms. Your continued use of Studyoda means that you agree to these Terms as revised.

1. Account Creation

1.1 The Studyoda Site accounts are designed for use only by Consumer Users 13 years of age or older, their parents, and others 13 years of age or older interested in using the Services for non-commercial, personal use. Entity Users are also for designated representatives of institutions, work places, and other entities whose services relate to the Services and who want to claim and update their particular entity page on our Site.

Users are the sole creators of their accounts and Studyoda does not independently verify the information provided, except that Studyoda does reserve the right to verify Entity User account information and updates. You are responsible for maintaining the confidentiality of your Studyoda account and password. You shall be responsible for all uses of your account and password, whether or not authorized by you. You agree to immediately notify Studyoda of any unauthorized use of your account or password.

You also agree that we or third parties acting on our behalf may send you emails regarding important information regarding your use of the Site and other electronic communications such as newsletters, promotional materials and so on. You may opt out of receiving the newsletters and other promotional messages at any time by clicking the unsubscribe link on the email, but you may not opt-out of receiving important items regarding the use of the Site or your account and the like. All suggestions and comments you provide become the intellectual property of Studyoda.

1.2 Although portions of our website may be visited by anyone, you will need to register as a user for full access to Studyoda. Registered users can access all services including making enquiries, ordering prospectus information, submitting course reviews, accessing the Studyoda dashboard and mobile application. Registration on our website and app is free of charge.

1.3 You agree that any information you provide to us about yourself at any time (including on registration) will be true, accurate, up to date and complete. You will not create accounts for the purpose of abusing the functionality of the site, the app, or on behalf of any other person. You must not use a false e-mail address, impersonate any person or business or otherwise mislead us as to the origin of a piece of content you submit. We reserve the right to end your registered user status and access to any or all of the Studyoda services if we learn that you have provided false or misleading information. We also have the right to suspend or end your access if, in our reasonable opinion, you have failed to comply with any of these Terms.

1.4 When you register to use Studyoda, you will be asked to create a username and password. You must maintain the confidentiality of your password or other account identifiers which you choose. All activities that occur under your account are your responsibility, whether the use or misuse is with your knowledge or approval or not. If using a public computer to access Studyoda, you must not store your password and must log out from your registered account at the end of each session on Studyoda. If you suspect that someone else knows of, or is using your password, you must reset your password immediately (using the forgotten password link) and notify us by email. You agree that your account and password are personal to you and may not be used by anyone else to access Studyoda. You will not do anything which would assist anyone who is not a registered user to gain access to any services provided for registered users. We reserve the right to end your registered user status at any time if we suspect it is being used by an unauthorised person.



1.5 We may restrict your use of the Site without warning at our discretion.

2. Your use of Studyoda

2.1 For the purposes of these Terms, "Content" refers to all data, text, logos, artwork, software, documents, images, videos, photographs, user generated content, information about and from learning institutions and partners and other materials you may access from Studyoda or social media accounts associated with Studyoda.

2.2 Consumer Users of the Services may be prompted to express their interest in a institution, work place, or other provider of products or services on our Site, via a checkbox, button click, or the like, or by adding a institution or work place to your list for your account (by typing it in, clicking "Add to List", or clicking an icon that we may provide for this purpose). Depending on your contact preferences, we may attempt to inform these third party providers of your interest and express consent (where you provide such consent) to receive certain communications, including autodialed or pre-recorded calls and/or text messages, in accordance with our terms and the Studyoda Privacy Policy.

If we communicate with a provider, we may share your profile information with them so that they can contact you directly. If you select "No" for a provider, then we'll remove it from your list of recommendations. Regardless of your level of interest in a provider, Studyoda always recommends that you follow-up with the provider directly as we cannot guarantee that we can connect you with every provider. This feature is only available to those who have registered for an account.

Your use of the Studyoda Services does not take the place of any institution application or employment application and does not guarantee the admittance into a institution, job interview or placement, or any other desired result. Studyoda does not make any guarantees, representations, warranties, or promises that any Studyoda Services will assist you in getting admitted into a institution, hired by a work place, or in obtaining any other desired result.

2.3 You agree that you will not use our Content:

- (a) for commercial purposes, or for financial gain without our prior written consent;
- (b) to send chain letters, junk mail, 'spam', business or bulk communications of any kind;

- (c) to advertise a company, product or service of any educational establishment (except under the terms of a written advertiser agreement that we have entered into with you);
- (d) in a way that might reasonably be expected to cause another person's computer systems and/or their communications network to be interrupted, damaged, or rendered less efficient;
- (e) to obtain personal information from any users;
- (f) to obtain passwords or personal identifying information for commercial or unlawful purposes from other users;
- (g) to attempt to impersonate another user; or
- (h) to harass, threaten or intimidate any User.

2.4 If you are a visitor, you agree not to obtain unauthorised access to areas of our website reserved for registered users.

2.5 If you are aware of anything on our website which appears to infringe these Terms, you agree to contact us immediately.

2.6 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Studyoda will cease immediately.

3.Content

3.1 All Content and User-Generated Content (or "UGC") published on Studyoda is subject to editorial approval. We endeavour to stop any inappropriate content from being published through Studyoda, but this may not always be possible.

3.2 Any views expressed in the UGC, are the views of the person who posted, emailed, or otherwise provided the UGC to Studyoda.

3.3 By using Studyoda, you acknowledge that you may be exposed to Content and UGC that is offensive, indecent, or objectionable.

3.4 We operate a "take down and notice" procedure. If you believe that any Content and UGC is defamatory, profane, sexually or racially offensive, discriminating, harassing, threatening, obscene, pornographic, false, unreliable, misleading, or otherwise objectionable, or infringes intellectual property or other legal rights please notify us immediately. We will investigate each matter notified to us and will act at our sole discretion.

4. User-Generated Content

User-Generated Content (or UGC) is any content submitted by you on our website in the form of a review, comment, rating, image, video, or audio content, with the intention to help other Visitors and Members make informed choices about a course or a university.

4.1 By submitting such content for display on Studyoda, through the Studyoda app or through an online social media account (e.g., Facebook, Twitter, Instagram, Snapchat) linked to, or associated with Studyoda, you grant us a non-exclusive, royalty-free, irrevocable, perpetual, fully transferable, worldwide licence to use, translate, publish, transmit (and to authorise third-parties to do the same) your content in any format or media, and on any platform (whether now known or developed late) and to authorise third parties to do the same.

4.2 By submitting UGC, you agree to Studyoda making such content available on Studyoda and its affiliate partners and via promotional emails and on social media; modifying such content including the right to sublicense these rights to third parties, and the right to use the name that you submit in connection with such content.

4.3 You are not entitled to any payments (including royalties or other compensation) related to UGC.

4.4 You are liable for the UGC you publish on Studyoda and you do so at your own discretion and risk.

4.5 You warrant that the UGC submitted to us for Studyoda:

- (a) does not infringe any third party's rights (including Intellectual Property Rights);
- (b) does not breach any applicable law;

- (c) is not inappropriate (including not defamatory, profane, sexually or racially offensive, discriminating, harassing, threatening, false, misleading, invasive of privacy, or otherwise objectionable in our opinion;
- (d) is not deliberately intended to upset or harm other users

4.6 All UGC is posted publicly. You should not post any personal, or confidential information about yourself or others. You acknowledge that you are solely responsible for any personal data, or information you choose to disclose and make publicly accessible. You acknowledge that any personal data, or information (or any other UGC) posted to publicly accessible areas may remain publicly accessible indefinitely. In line with our Privacy Notice, you do have the right to request any personal data to be deleted at any point.

4.7 You promise that all UGC posted on Studyoda is relevant, correct and true (where you state facts), or genuinely held (where you state opinions). You further acknowledge and agree that the views expressed by you and other users in that content do not necessarily reflect our views.

4.8 You promise that the UGC is lawful in every context. If we receive notice, or otherwise become aware that UGC violates current laws, as well as deleting it we may inform the violated party and/or relevant authorities of the violation. Our right to delete is entirely at our discretion and we have no obligation to tell you or explain why we delete it.

4.9 If UGC is found to be in breach of these Terms, we reserve the right to suspend or end your account to prevent you from further accessing our website as a registered user.

5. Intellectual Property Rights

5.1 You agree that the Studyoda services, all Content and UGC, is protected by Intellectual Property Rights that either belong, or are licensed, to us.

5.2 You acquire no proprietary interest in our Services, or Content, provided by us or others and may not use them in any way except as expressly permitted by these Terms.

5.3 You may use the Site, including the content on it solely for the purposes stated on the Site itself and as described in this UA and in accordance with any Service Agreement that you have with us.

5.4 No text, logo, graphic, sound, image, photograph or software published on or underlying the Site may be copied, modified, published, sold or otherwise distributed,

transferred or used without our prior express written permission, which we are not required to grant, even if you ask.

5.5 Except as otherwise expressly allowed by this UA or for Entity Users, in any separate Service Agreement that you have with us, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish,

license, hyperlink to, promote, frame, download, cache, store for subsequent use, create derivative works from, transfer, or sell any information or content displayed on or obtained from the Site, in any manner.

5.6 We own all of the intellectual property connected with the Site. This includes, but is not limited to all copyrights, trademarks, patents, derivative works, moral rights, trade secrets, and proprietary information in all content that appears on the Site (other than the content of our third party business partners and advertisers who have permission to appear on the Site), and in all software that we develop in connection with the Site and our services. You agree not to copy, alter, frame, reverse engineer, distribute, publish, sell, prepare derivative works based on, or commercially exploit the software and/or any content, without express written permission from us.

5.7 All Site content and functionality, and all software underlying the Site, may be changed or updated by us from time to time, without notice. Although Studyoda cannot monitor the conduct of Users of the Site, it is a violation of this UA to use the Site or any information obtained from it in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any person featured on the Site, except for Entity Users as may be expressly permitted by your Service Agreement with us.

5.8 You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer such Content. You acknowledge that you will not acquire any Intellectual Property Rights by downloading or otherwise using any such Content. Our status (and that of any identified contributors) as the authors of content on Studyoda must always be acknowledged.

5.9 By submitting UGC to Studyoda you grant us a royalty-free, perpetual, irrevocable, non-exclusive right and licence to use the content as specified in section 5.

6. Our Rights

6.1 We have the right in our absolute discretion to alter, edit, remove, suspend or refuse any Content or UGC without notice, if we consider that it is objectionable or violates these Terms or for any other reason.

6.2 We may disclose Content, or UGC, that was not originally intended for public consumption to a third party, if such disclosure is necessary:

- (a) by law;
- (b) to respond to claims that our website infringes or restricts the right of any party; or
- (c) for the purpose of maintaining our website;

6.3 We may suspend or end your access to our website at any time if you breach any of these Terms.

7. Warranties

7.1 Our Studyoda Services are provided on an "as is" and "as available" basis. We expressly disclaim all warranties or representations of any kind, express or implied, to the fullest extent permitted by law.

7.2 We do not guarantee accuracy, relevancy or completeness of any information in, or provided on or from Studyoda. We are not responsible for any errors, or omissions, or for the results obtained from the use of such information. Our Services are provided for the general information of the general public.

7.3 The content on Studyoda is provided for general information only. It is not intended to amount to advice on which you should rely. Your use and participation in our website and services are solely at your own risk. We do not make any promise as to the results that may be obtained from the use of our Services. No advice or information obtained by you from our Studyoda shall create any warranty not expressly made in these Terms or imposed by law.

7.4 We make no warranty that our Services will meet your requirements, or that access to our Services will be uninterrupted, timely, secure, or error free; nor

7.5 Content made available on Studyoda may represent the opinions and judgments of learning institutions or Users, such as User Generated Content (UGC). Studyoda does not endorse, nor shall they be responsible or liable, for the accuracy or reliability of any statement made on Studyoda by anyone other than authorised Studyoda employees acting in such capacity.

7.6 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied) that the content on Studyoda is accurate, complete or up to date.

7.7 We are not responsible for websites we link to. Where we do link to other sites and resources, these are provided for your information only. Links and resources should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the content of those sites or resources.

8. Limitation of Liability

Whether you are a consumer or a business user:

8.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

8.2 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

8.3 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, our site; or
- (b) use of or reliance on any content displayed on our site.

8.4 In particular, we will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

If you are a consumer user:

8.5 Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to

you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.6 We shall not be liable for any loss caused as a result of you using our service or viewing, reading or listening to any content available on Studyoda.

8.7 Studyoda has links to websites that are not under our control and we are not responsible in any way for any content shown on these websites.

8.8 We give no warranties of any kind concerning Studyoda. In particular, we do not warrant that Studyoda or any of its content is will be secure or is bug or virus free. You must take your own precautions (including using your own virus protection software) as

we accept no responsibility for any infection by virus or by anything which has destructive properties. Studyoda accept no responsibility or liability for any interruption or delay in the services.

9. Data protection

We will only use your personal information as set out in our Privacy Notice. To find out what personal information we collect, how we use it and what rights you have, please see our Privacy Notice.

10. Territory Statement

Please do not access Studyoda, or use the Content, from a jurisdiction where such access or use would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation. If you breach this provision, you will be held entirely responsible.

11. Third Party Website Seeking to Hyperlink to the Site.

We welcome appropriate hyperlinks to our Site by responsible third parties. By publishing a hyperlink to our Site on your website or app, you warrant to us that the content of your website or app is appropriate and consistent with the stated purposes of our Site and of Studyoda. If this is not or will not be the case, then you do not have our



permission to link to our Site, and doing so will constitute a violation of this UA. In addition, we reserve the right in our sole discretion to rescind our permission granted in this UA to link to our Site.

Use of any Studyoda trademark, service mark or other intellectual property or content provided by us for a hyperlink to our Site is permitted and licensed by Studyoda solely for the purposes described on the Site and in this UA, and you shall not otherwise copy, modify, publish, use or distribute such trademarks, service marks or other intellectual property or content. Upon request by Studyoda, you shall immediately remove any hyperlink to the Site, and discontinue use of any trademarks, service marks or other intellectual property or content provided by Studyoda. As used in this section, “you” means any third party, even if you are not a User.

12. Special Notice

12.1 Copyright Infringement Claims – We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from our Site infringe your copyright, you may request removal of those materials (or access to them) from us by submitting written notification to us via email contact@studyoda.com. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following: (1) your physical or electronic signature; (2) identification of the copyrighted work you believe to have been infringed; (3) identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material; (4) your name, mailing address, telephone number, and email address; (5) a statement by you that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

12.2 Authorization to Contact You – By agreeing to this UA, you expressly agree to receive calls, including autodialed and/or pre-recorded message calls, from us at any of the telephone numbers (including mobile telephone numbers) that you have provided to us. If the telephone number that is a mobile telephone number, you consent to receive SMS or other text messages at that number. Standard telephone minute and text charges may apply if we contact you at a mobile number or device. You agree we may contact you in the manner described above at the telephone numbers we have in our records for these purposes:

- To contact you for reasons relating to your account or your use of our Site (such as to collect money, resolve a dispute, or to otherwise enforce this UA) or as authorized by applicable law.
- To contact you for marketing, promotional, or other reasons that you have either previously consented to or that you may be asked to consent to in the future. If you do not wish to receive such communications, you can opt-out in the Opt-Out section of privacy policy.
- We may share your telephone numbers with our service providers who we have contracted with to assist us in pursuing our rights or performing our obligations under this UA, our policies, or any other agreement we may have with you. These service providers may also contact you using autodialed or prerecorded messages calls and/or SMS or other text messages, only as authorized by us to carry out the purposes we have identified above, and not for their own purposes. We will not share your telephone number with non-affiliated third parties for their purposes without your explicit consent, but may share your telephone numbers with our affiliates, for their use, as authorized under our Privacy Policy.
- You further agree that we may send e-mails to you at any e-mail address you provide us or use other electronic means of communication to the extent permitted by law.
- Consent for the above authorizations may be revoked by you at any time and by any reasonable means, including by emailing us at contact@Studyoda.com and putting the words “remove my telephone number” in the subject line of your email.