

ONLINE PAYMENT TERMS AND CONDITIONS

Upon placing a payment online via the IUG website, you - as student, student's legal representative and/or student's financial sponsor – represent that you are fully aware of and accept these terms and conditions (the “**Terms**”) applying to the contractual relationship between the International University in Geneva (“**IUG**”) and yourself.

These Terms apply in addition to the conditions governing your/the student relationship with IUG further to your/the student's application and admission to IUG as set forth on the IUG website (www.iun.ch) and in the IUG Brochure available online and/or any other document directly provided to you/the student by IUG.

Online payment is only available to students already admitted and registered with IUG who wish to settle Advanced Tuition Payment and Tuition per Course payments for Undergraduate (Bachelor) and Graduate (Master) programs via credit card.

IUG reserves the right to amend these Terms as deemed necessary without prior notice.

These Terms shall remain in effect until superseded by a revised version.

1. Fees

- 1.1 The IUG Tuition Fees are listed in the IUG Brochure available online as amended from time to time. Online payment is available for Advanced Tuition Payment and Tuition per Course payments for Undergraduate (Bachelor) and Graduate (Master) programs only.
- 1.2 IUG Tuition Fees are not subject to VAT.
- 1.3 Students are required to settle Tuition Fees before the start of each Term. Entry in the following academic Term is subject to the condition that no financial obligations remain from the previous Term. Students may therefore not attend classes, sit for examination or take part to any graduation ceremony until the Tuition Fees for the relevant Term have been paid.
- 1.4 IUG reserves its rights to apply a Late Registration Fees of CHF 150 and a Late Tuition Payment interest of 3% per year on Tuition Fees paid later than the start of the relevant Term.

2. Payment

- 2.1 All Fees are payable in CHF only.
- 2.2 Online payment is available by using our online procedure secured by « Datatrans ». Datatrans is a comprehensive internet payment platform on which you will be required to enter personal data and payment details. Our internet commerce window and the « Datatrans » system are on different and separate servers so that our commercial window will not register your credit card details. To find out more on Datatrans : www.datatrans.ch.
- 2.3 Once online payment has been completed IUG will deal immediately with your application. IUG reserves its right to stop your application and payment if the selected program/course is not available to you or if your application is not in accordance with the Terms. IUG will send a final payment confirmation to you via e-mail.

2.4 Payment can also be made via bank transfer using the invoices provided to the students and attaching IUG bank details.

3. Refund

3.1 Advanced Tuition Payment is not refundable as it is an advanced payment made in order to ensure the participation of the student to a program.

3.2 Tuition per Course payments for Undergraduate (Bachelor) and Graduate (Master) are refunded in case of student's withdrawal as follows:

- Withdrawal during the first two weeks from the beginning of a Term : full refund (except for the Advanced Tuition Payment which is not refundable);
- Withdrawal from the third week of the beginning of a Term: no refund.

3.3 As IUG Tuition Fees are computed on the assumption that a student will remain throughout the academic year and since a place is reserved for that student, no Tuition Fees or part thereof can be refunded for any other reasons than those set forth under 3.2 above unless special approval is granted by the Financial Officer.

3.4 Once a refund is agreed upon with the Financial Officer, the relevant amount will upon your choosing either be credited to the student's account with IUG and applied to future Tuition Fees or refunded to you by re-crediting your credit card.

4. Data protection

4.1 When placing a payment online via the IUG website, you give your tacit consent to IUG to collect and keep (whether physically or electronically) your personal data for the purpose of the application and payment process related to your/the student enrolment with IUG.

4.2 The personal information that IUG may collect shall be understood as obtained, treated and transmitted with strict observation of and in total compliance with the requirements set forth by the Swiss Federal Act on Data Protection (FADP) of 19 June 1992 and the relevant European Directives applying in that matter and/or any legislation that develops, adds to and, when appropriate, replaces them.

4.3 All personal data will be treated with absolute confidentiality and stored by means of the legally required technical and organizational security measures that guarantee the data security, avoiding its unauthorized alteration, loss, processing or access, pursuant to the state of technology from time to time, the nature of the data and the possible risks that it is exposed to.

4.4 Your personal data will only be used and passed on to third party to the extent required for the purposes mentioned above, in particular to execute payments (e. g. information transmitted to Datatrans, to a debt collection agency in case of non-payment, etc.).

4.5 Provided data are stocked on our servers, if you wish to exercise rights of access, rectification, cancellation or opposition granted by the relevant data protection regulations, you may address an email to or send a signed letter to us using the details mentioned in the Notice section of these Terms indicating the operation requested regarding personal data.

5. Liability

- 5.1** IUG provides its services within the scope of its operating resources and the foreseeable requirements carefully and expertly, unless prevented in doing so by circumstances for which it is not to blame.
- 5.2** Unless otherwise provided and to the full extent permitted by law, IUG liability is limited to direct damages caused intentionally or through gross negligence. Liability for minor negligence and for indirect damages or consequential damages is expressly excluded. Consequential damages are in particular loss of profit, damage to reputation and data loss following temporary impairments or interruptions in the availability of IUG website.
- 5.3** IUG aggregate liability (financial and otherwise), whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any losses, damages, liabilities, and costs arising out of or in connection with these Terms will in any event not exceed an amount equal to the Tuition Fees you have paid for the Term during which the facts giving rise to IUG's liability have occurred.
- 5.4** IUG shall not be liable for any failure to fulfil its obligations caused by circumstances outside IUG's reasonable control.

6. Notice

- 6.1** IUG contact details are the following:

International University in Geneva (IUG)
20 route de Pré-Bois
1215 Genève 15
Switzerland
Tel: + 41 22 710 71 10
Fax: + 41 22 710 71 11
Email: accounting@iun.ch
www.iun.ch

- 6.2** Notices are considered delivered to IUG if sent by registered mail, email or fax using the contact details provided under 6.1 above.

7. Miscellaneous

- 7.1** These Terms cannot be amended unless such amendment is accepted in writing by an authorized representative of IUG.
- 7.2** Waiver of strict performance of any part of these Terms will not be a waiver of or prejudice the right to require strict performance of the same part in the future or of any other part of these Terms.
- 7.3** If any part of these Terms is held invalid for any reason, the remaining provisions shall not in any way be affected or impaired.

- 7.4 These Terms and the documents to which they refer form the entire understanding and constitute the entire agreement between IUG and yourself with respect to the subject matter herein. You may not rely on any other documents, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein.
- 7.5 Your relationship with IUG will be governed by and interpreted in accordance with the laws of Switzerland. Any dispute, controversy or claim arising out of, or in relation to, these Terms including the validity, invalidity, breach, or termination thereof, shall be submitted to the competent courts of Geneva, Switzerland, whose jurisdiction shall be exclusive save only for the jurisdiction of the Swiss Federal Court.