

STUDENT CONTRACT

Introduction

If you accept an offer of a place on a program of study with us at The Digital Uni (Herein referred as to TDU) you are required to enter a contract with us-

At the time you enter the Contract by agree with *Terms and Conditions* mentioning here along with the Registration Form online will be subject to TDU's Regulations, Policies and Procedures.

Contract

In this Contract, we use the term 'program of study' (shortened to 'program') to refer to the various types of courses that we offer.

1. Validity of the Contract

- 1.1 You are "Accepting" this contract by submitting the Registration Form online.
- 1.2 This Contract shall be applicable for the period of the program which you have enrolled for unless otherwise mentioned.

2. Payment of Fees

- 2.1 Once student have completed the registration payment, student will receive credentials to access the virtual learning platform.
- 2.2 Student can either pay per module or use the credits obtained from that payment to access courses/modules within the virtual learning platform.
- 2.3 In the event of student needs to attempt a module for the third time, they must pay an additional retake fee.
- 2.4 No refunds are applicable.

3. Academic Integrity and Conduct

- 3.1 The student is expected to maintain academic integrity throughout the program. Plagiarism, cheating, or submitting work that is not the student's own will result in disciplinary action, which may include suspension or expulsion from the program.
- 3.2 The student must conduct themselves in a professional and respectful manner in all interactions with peers, instructors, and staff. Offensive or inappropriate behavior in discussions, forums, or direct communication will not be tolerated and may result in disciplinary measures.
- 3.3 Violations of academic integrity or the code of conduct will result in a formal review by the TDU. Penalties may include a written warning, suspension, loss of access to the platform, or expulsion from the program.

4. Accuracy of Information

- 4.1 When student enroll with us, we will ask you to confirm that you have given full and accurate information about yourself. If this information changes after you enroll, you must email us at contact@tduedu.com. It shall be your responsibility to provide us with true information to us and we will not be responsible for any false or inaccurate information you have provided us with and/or any repercussions that may cause due to such false and inaccurate information.
- 4.2 All certificates provided to us shall be certified true copies of your original certificates which shall be attested by an Attorney or a Justice of Peace.
- 4.3 We expect you to act in good faith and with integrity with the information you share with us and be accountable for your actions and inactions with utmost respect to one another.
- 4.4 We have the right to authenticate your identity at any time and you must provide us with sufficient proof of identity at any requested time.
- 4.5 We reserve the right to terminate our contract with you if it emerges later that you have provided us with any false, incomplete, incorrect and/or misleading information.
- 4.6 We also reserve the sole discretion to not to issue the certificate to you, in the event you have failed to prove your identity as requested by us.

- 4.7 Communicating with TDU - Communications from us will be sent to your personal email account you provided in the registration form and through the TDU Virtual Learning Platform. You must check them regularly.
- 4.8 You agree to comply with all of TDU's Regulations, Policies, and Procedures. You are responsible for familiarizing yourself with the regulations, policies, and procedures that apply to you.
- 4.9 Our regulations about academic misconduct, including plagiarism and the processes we use to detect it, are described in our Academic Integrity Policy. If you do not follow these regulations, we may need to take disciplinary action and you could face academic penalties and/or expulsion. By enrolling with us, you are authorizing your work to be checked against the Plagiarism Detection Service database.
- 4.10 All regulations, policies, procedures mentioned in this section shall be considered as part and parcel of this Contract and we expect you to familiarize yourself with all the said regulations, policies and procedures and read and understand the same.
- 4.11 You are advised to inform us of any concerns or questions you may have at the outset to resolve the matter at our earliest.

5. Changes to Regulations, Policies and Procedures

- 5.1 We have the right to add to, delete or make changes to our Regulations, Policies and Procedures, and any associated codes or procedures from time to time due to one or more of the following reasons.
 - 5.1.1 Changes in the policies and procedures of the partner institutes
 - 5.1.2 New advancements in technology, programs, or procedures
- 5.2 Any changes may normally come into effect at the start of the next academic year. Some may be introduced during the academic year if we consider it to be in students' interests, or if required by law or in other exceptional circumstances. We will take all reasonable steps to minimize disruption to students.
- 5.3 The updated Regulations, Policies and Procedures will be made available in the TDU Virtual Learning Environment. You are required to refer to VLE and other modes of communication for updated information published by us.

- 5.4 We will do all that we reasonably can to provide the program, related educational and other services and facilities as described in the material information set out on our website or other documents, we have issued to you. However, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract due to reasons which are beyond our reasonable control.

6. Data Protection

- 6.1 By entering this Contract, you are giving consent for us to store and process your personal information in accordance with the Data Protection Regulations of Sri Lanka.
- 6.2 TDU collects and stores personal information such as the student's name, email address, payment details, and academic progress for the purpose of course administration.
- 6.3 You shall not allow any other person to listen to the recordings of the modules provided to you by TDU.
- 6.4 Unauthorized link sharing, sharing of modules, recording of videos/modules, sharing any information containing in the module with any third party is strictly prohibited.
- 6.5 All materials available online to you, is provided only to you by TDU and you shall strictly adhere to the rules and regulations stated in this clause regarding all the data, videos, materials provided to you by TDU.
- 6.6 If TDU is of the opinion that you have violated this Clause, TDU shall take disciplinary action against you in its sole discretion.

7. Cancellation of Registrations and/or Studentship

- 7.1 You can cancel your registration for any reason by emailing us at contact@tduedu.com
- 7.2 If student failed the third attempt of any module, which will be considered as failed of the particular module. However, you shall not fail more than two modules during the whole program.
- 7.3 If TDU observes that a student has not been attending the program satisfactorily on a continuous basis, TDU reserves the right to cancel the studentship after considering reasonable factors.

- 7.4 Your studentship will be automatically canceled after a maximum of 3 years. If you wish to reenroll, you will need to pay the registration fee again.

8. Intellectual Property Rights

All copyright, trademarks, course materials, soft copies or hard copies of the course information, course content, domain names, patents, industrial designs, write ups, moral rights and similar rights of any type, know-how, confidential information, and any other intellectual property rights shall vest with us. You are requested not to disclose or share such information with any other third party without our written consent.

9. Force Majeure events

We shall not be liable for any failure to perform any of our obligations under this Contract if the performance is prevented, hindered, delayed by a Force Majeure Event such as government restrictions, any education policy changes, industrial actions, civil or political unrest, severe weather conditions, lockdowns, closures, pandemic or epidemic situations or any other event which would be beyond our reasonable control. We may have to suspend, cancel, or postpone your Program depending on the said force majeure events.

10. Notices

- 10.1 Any or all notices to be given by us shall be in any of the following formats and/or channels.
- Calls to the relevant mobile number provided by you at the point of registration
 - Email address provided by you at the point of registration
 - TDU Virtual Learning Platform
- 10.2 Registered post or via courier service to the address you have provided at the point of registration.
- 10.3 In case you want to change any of the above, you must inform contact@tduedu.com.
- 10.4 It is your responsibility to ensure that we have your current contact details, thus we are not liable for any damages caused by outdated contact information.

11 General Provisions

- 11.1 You may not assign any rights under this Contract or transfer of its obligations under this Contract without the prior written consent of us.
- 11.2 This Agreement supersedes all oral and written representations and arrangements between us including, but not limited to any earlier agreement relating to the subject matter hereof.
- 11.3 Any changes in the terms and conditions contained herein shall be valid only if recorded in writing and signed by us.
- 11.4 If any provision of this Contract shall be found by any court or Government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or un-enforceability shall remain in full force and effect.