

Thrivarsity Genius and Blackboard Terms of Use

Thrivarsity Honor Code Standard of Academic Integrity and Responsible Conduct

Members of the Thrivarsity Campus community commit themselves to producing academic work of integrity – that is, work that adheres to the scholarly and intellectual standards of accurate attribution of sources, appropriate collection and use of data, and transparent acknowledgement of the contribution of others to their ideas, discoveries, interpretations, and conclusions. Cheating on exams or problem sets, plagiarizing or misrepresenting the ideas or language of someone else as one's own, falsifying data, or any other instance of academic dishonesty violates the standards of our community, as well as the standards of the wider world of learning and affairs. Each student agrees to the Thrivarsity Terms of Use that outlines student and course requirements, conduct, and completion standards.

Our Agreement with You

WE ENCOURAGE YOU TO READ THESE TERMS CAREFULLY, AND TO CONTACT US IF YOU HAVE ANY QUESTIONS. BY USING OUR SERVICES OR REGISTERING FOR A COURSE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OR ARE NOT ABLE TO ENTER INTO A BINDING AGREEMENT, THEN YOU MAY NOT REGISTER FOR A COURSE OR USE OUR SERVICES.

A. Welcome to Thrivarsity!

This Agreement ("Terms") sets out the terms and conditions that govern your use of Thrivarsity's products and services (including website services and course content), as well as your registration for any courses or other programs offered by Thrivarsity (as owned and operated by TalentPerch, Inc.).

1. By agreeing to these Terms, you also consent to the following policies applicable to, and accessible on, our websites (including the Thrivarsity website at www.thrivarsity.io, our Thrivarsity Registration portal, the Thrivarsity Campus ("Online Campus"), and such other URLs that we may indicate from time to time ("Website/s")), which are incorporated by reference into these Terms: our Privacy Policy, Cookie Policy, [Website Terms of Use](#), and any other policy that is made available on our Websites from time to time ("Policies").
2. If your participation in a Course (or "Module") is being paid for by a third party, such as a sponsor or your employer ("sponsor"), then you will be bound by all provisions in these Terms (including payment provisions), however we may enter into a separate agreement with your sponsor to govern payment for the Course on your behalf, as well as to govern the receipt of certain information in relation to your completion of the Course.
3. Tax rebates and employer compensation: The administration of all Thrivarsity Courses is managed by Thrivarsity, which may not be an "educational institution" for tax purposes in your jurisdiction. If your employer offers compensation for educational courses, it is your responsibility to check with them if this course meets their requirements for compensation. Similarly, it is your responsibility to establish if these Courses will qualify for a tax rebate. Thrivarsity will not issue or complete any tax forms in relation to employer compensation and/or tax rebate purposes.
4. Consent to Recording: Thrivarsity Online Campus and other affiliated sites reserves the right to record classes, exams, discussions, and any other student participation for future use and review at the discretion of the Thrivarsity faculty. By agreeing to the Terms of Use, you consent to the recording of any session within the Thrivarsity environment as well as the use of said recordings for Thrivarsity marketing, future instruction, and/or other related Thrivarsity agendas so long as it does not violate the user's safety or intellectual property rights.

B. Accessing Thriversity

1. **Acceptance:** Registering and enrolling in any course provided by Thriversity signifies your agreement to be bound by these "Terms", which include, by reference, the Policies.
2. **Accurate information:** All information (including personal information) provided to us on registration, on creating an account, or while accessing Thriversity services and Courses, must be true, accurate and complete. You are also responsible for updating us in the event of a change to your information. All personal information will be processed in accordance with our Privacy Policy.
3. **License:** Subject to these Terms, and to the payment of any applicable fees, we grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use our services and products, including all services associated with our Courses, and the Thriversity Campus through which Course content is accessed.
4. **Suitability of Course:** Before registering for any Course, you are responsible for establishing the relevance and suitability of the Course for your individual requirements, through consideration of the information supplied through our websites, and asking questions, if necessary.
5. **Commencement of Course:** You will only receive confirmation of your registration for a Course and be allowed access to the Thriversity Campus once you (or your sponsor) have created the required registration account and have made the required minimum payment for the Course (unless otherwise specifically stated in the information pack relevant to your Course). There may also be a delay of access to the Thriversity Campus until you are formally enrolled in our records, or until the Course commences as per your selected Course commencement date.
6. **Accessibility statement:** Thriversity is committed to providing a learning environment that are accessible to the widest possible audience. We are actively working to increase the accessibility and usability of our Website and Thriversity Campus for all our students, including those with disabilities, as more fully described below:

- **Standards:** We aim to conform to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.
- **Reviews:** Our Online Campus are periodically reviewed by an accessibility expert who uses a range of different assistive technologies and computer settings to evaluate the Online Campus for conformance with the above standards of accessibility.
- **Exceptions:** While we strive to ensure that our Online Campus conform to level AA of the WCAG 2.0, there may be exceptions where an Online Campus is not fully up to level AA standard. We are continually seeking out solutions that will bring all areas of the Website and our Online Campus up to the same level of overall accessibility, while ensuring that the overall student experience is not unduly compromised.
- **Accessibility requests:** If you experience any difficulty in accessing any aspect of the Website or an Online Campus and would like to know more about our accessibility accommodations, please don't hesitate to contact the Thriversity faculty. Thriversity reviews all requests for disability-related accessibility accommodations and resolves to take commercially reasonable steps to extend an Online Campus' functionality to accommodate our students.

C. Course requirements

1. **Basic requirements:** In order to register in, receive certain support, and complete a Course you must be proficient in English (as well as the language the applicable Course is primarily offered in), and you will need a current valid email account and access to a computer and the internet. You should be familiar with using a computer and accessing the internet, as you may need to be able to read documents in Adobe PDF Reader, view Microsoft PowerPoint presentations, and read and create documents in Microsoft Word. You can download Adobe Reader here: <https://get.adobe.com/reader/?promoid=BUIGO>

2. **Browser requirements:** We recommend that you use Google Chrome as your internet browser when accessing the Online Campus. Although this is not a requirement, we have found that this browser performs best for ease of access to Course material. This browser can be downloaded from the following website: <https://www.google.com/intl/en/chrome/browser/>.
3. **Additional requirements:** Certain Courses may require additional software and resources. These additional software and resource requirements will be communicated to students upon registration and/or at the beginning of the Course. **Please note that Google, Vimeo, Zoom, AWS, and YouTube may be used in our Course delivery, and if these services are blocked in your jurisdiction, you may have difficulty in accessing Course content – we strongly recommend that you check with us before registering for a Course if you have any concerns about this affecting your experience with the Online Campus.**
4. **Identification:** During the Course presentation, you may be required to verify your identity with an official identity document, which reflects the name provided upon registration, for authentication and record purposes. Acceptable forms of identification include an identity document (national ID card), passport, government- or state-issued driver's license (US and UK only), state or province ID card, or birth certificate. Thriversity makes use of a third-party identity verification service. If identification verification is required for your Course, non-submission of valid identification in accordance with standard verification processes will result in either restricted access to parts of the Course, your Certificate, or other Credentials being withheld upon your successful completion of a Course. If you undergo a name change during the presentation of a Course, you will be required to communicate this to the Thriversity faculty, who will advise you on the process to be followed. The name provided by you in the identity document that you have submitted will be the name that appears on any credentials that may be issued to you on your successful completion of a Course.
5. **Disclaimer: You are obliged to source and obtain access to the necessary software and resources required for Course completion at your own cost, and we won't be held liable for any consequences of the use of such software or resources. We do not sponsor or endorse, nor are we affiliated with, the entities responsible for software and resources unless expressly stated otherwise – these are simply programs chosen for their global use patterns and effectiveness for the Course outcomes. We may change the Course requirements for a particular Course at any time by advising you through the applicable Online Campus or by email to your chosen email address.**
6. **Education Records:** Thriversity shall have discretion to deny your registration for a Course, remove you from a Course, suspend your activity on a Course, or withhold your credentials upon successful Course completion, based on written reasons related to outstanding fees owed to the Thriversity Campus, misconduct or another lawful impediment.

D. Course delivery

1. **Relationship with Education Institution:** All Courses are administered by the Thriversity Campus.
2. **Language:** English is the primary language of instruction and administration for all Courses, and all coursework that is required for assessment purposes must be written in English, unless indicated otherwise. This includes posts made on the discussion forums. Further details on the language, and any applicable assessment submission requirements, will be set out in the Course prospectus.
3. **Thriversity Campus:** The Thriversity Campus can be accessed through the Thriversity Registration Portal dashboard which is available upon your registration through the portal. All Course-related documentation is provided in electronic format and can be accessed through your Online Campus.
4. **Communications:** You may receive communication by telephone, email, or text message from Thriversity representatives for Course administration and related purposes, including reminders of assignments and payments due by you, or other information related to your registration or these Terms. **You agree and consent to receipt of such communications** (although you may opt-out

of any generic marketing communications that are unrelated to Course administration, at any time, through the supplied opt-out mechanism).

5. **Access to the Thriversity Campus:** Upon your successful enrollment for a Course, a profile will be set up for you in the Thriversity Registration Portal and Thriversity Campus (or, if you already have a profile, you will use your existing profile for the new Course). If you are suspended from participation in a Course (for non-payment of fees or any other valid reason), we may suspend access to your profile on the Thriversity Registration Portal and/or Thriversity Campus. Please note that there may be some time delay between registration and enrollment.
6. **Permitted use:** Only students who are registered for a Course may participate in that Course. You may not divulge your username or password to any other person, permit any other person to participate in the Course on your behalf, and/ or impersonate any other person in dealing with Thriversity or when accessing your Online Campus by using another student's username and password. If you forget your username or password, we will only take such steps that we regard as being secure to ensure that you regain access to your profile.
7. **Your responsibility in the event of unauthorized use:** You agree that you will contact us immediately if you experience any unauthorized use of your profile details. You are responsible for the use of your profile in your Online Campus, and for maintaining it and all information on it. We take security seriously, but as the user, you accept all risks of any unauthorized access that could occur regarding your information.
8. **Access disputes:** If there is a dispute as to who has the right to operate a profile in an Online Campus, we may suspend the profile and deny access to the profile pending the outcome of the dispute to our satisfaction, and/or transfer the profile to the party claiming a right to it if we are satisfied that the profile was registered on behalf of that party.
9. **Prohibited use:** You are prohibited from doing the following:
 - a. Making available copies of the Course content on a network server or web server for use by others.
 - a. Using, displaying, or otherwise making available the Course content (or any portion thereof), or any other materials to third parties in an electronic or print format that enables it to be downloaded or distributed to any third party via a mobile device, or shared in any peer-to-peer or similar file sharing arrangement, or enabling the distribution of the Course content by any other means.
 - b. Sublicensing, reselling, renting, lending, assigning, ceding, donating or otherwise transferring or distributing the Course content or your rights granted to you under these Terms.
 - c. Reverse engineering, decompiling, or disassembling any software that is contained within Course content or on the Online Campus.
 - d. Removing any notice of copyright, trademark, or any other proprietary right from any place where it is displayed on or embedded in the Course content (an example of this would be to edit the IPTC data).
2. **Platform capability:** Online Campus may not be fully compatible with all mobile devices, including smartphones and tablets. In order to access and participate effectively in your Online Campus, you may require access to a desktop computer or a laptop computer. You will be responsible for the cost of internet access and of any upgrades required to your computer or mobile device yourself.
3. **External websites:** Certain Courses may require you to use external websites. Thriversity is not responsible for technical support for any external websites. If you have any queries relating to external websites, contact the support services of the relevant websites directly (although you may request assistance from your Thriversity faculty). Thriversity will not be liable for any costs, claims or damages that you may suffer as a result of your use/misuse of, or failure to access, any external website.
4. **Videos and live sessions:** Videos and/or live sessions (when applicable) are provided in the majority of Course modules. These videos and/or live sessions function as tutorials and lectures for the topics covered in the specific modules and are compulsory unless otherwise stipulated. If you are using a slower internet connection, attempts to view these videos or live sessions may be difficult.

5. **Consent to Recording:** Thriversity Online Campus and other affiliated sites reserves the right to record classes, exams, discussions, and any other student participation for future use and review at the discretion of the Thriversity faculty. **By agreeing to the Terms of Use, you consent to the recording of any session within the Thriversity environment as well as the use of said recordings for Thriversity marketing, future instruction, and/or other related Thriversity agendas so long as it does not violate the users safety or intellectual property rights.**

E. Course assessments for certain Courses

1. **General:** All course assignments and guidelines can be found in the course introduction. You are responsible for satisfying all course requirements, any prerequisites, and/or course completion conditions.
2. **Scheduled Courses:** Some Courses may contain time released assignments, scheduled instructor-led sessions, and/or discussion boards/modules. You are responsible for required attendance and assignment submission as stipulated by the course.
3. **Self-paced Courses:** Some Courses are provided on a self-paced delivery method. You are responsible to complete each module, assignment, and requirement for the Course at your own pace. Course completion and certificate receipt, if applicable, will be provided upon completion of all modules, assignments, and requirements for the self-paced Course.
4. **Modules:** Each Course consists of modules that are delivered over a specified period of time through the applicable Online Campus. Modules may include assignments that count towards the final Course result.
5. **Assignment submission:** Where applicable, assignments are due on the date and time as indicated in the Course calendar or as otherwise indicated by Thriversity faculty or Course guidance. Usually, you will be given a full week (including the weekend), unless otherwise specified, to complete and submit assignments. If you are not able to meet an assignment deadline, you are required to request an extension in line with the process outlined in the paragraph below. Any queries relating to your previous assignment that will affect the submission of your next assignment should be addressed with the Thriversity faculty.
6. **Late submission of assignments:** To apply for an assignment extension, you must submit a request through the Thriversity faculty prior to the submission deadline of such assignment. Any late assignments not previously coordinated through the Thriversity faculty will be considered not submitted.
7. **Holidays and work trips:** Allowances for late submission of assignments may not be made if you are away on holiday or on a work trip. The Course dates are clearly provided to you before a Course commences, and it is your responsibility to ensure that you can complete the Course by submitting assignments on time.
8. **Assignment rewrites:** Rewrites of assignments are not permitted. Courses are based on continuous assessment and because contextual feedback is provided after each assignment, rewrites provide an unfair advantage.
9. **Assignment re-marks:** For graded Courses you may request, in writing, a re-mark of an assignment at any stage of the Course. However, no re-marks will be considered after the final results have been released. Please note that re-marks may result in an increase, decrease or no change to your mark. A re-mark must be requested in writing to the Thriversity faculty before the final results have been released for the Course. No re-marks can be requested for self-paced Courses.
10. **Results:** Your provisional result or completion status may be subject to a moderation process. If you have outstanding fees or amounts owing, your result will be withheld until such time as your fees have been settled in full. If you are dissatisfied with your academic standing (provisional result for the Course) you are within your rights to submit an appeal through the Thriversity faculty.

F. Student conduct

1. **General rules:** All students are required to adhere to an Honor Code, which must be accepted in the Orientation Module for each Course. A breach of the Honor Code will constitute a breach of this Agreement.
2. **Handbooks and Honor Codes:** Handbooks, Honor Codes, rules, and other materials speaking to matters such as academic integrity and conduct will be made available through your Online Campus, and you will be obliged to abide by the terms of such additional materials.
3. **Offensive and prohibited content and communications:** All communications on our forums or through our websites, including any content published by you, must remain appropriate at all times. Thriversity retains the right to monitor and investigate any communication which is alleged to be offensive or specifically prohibited. Thriversity retains the right to take any action that we deem appropriate to ensure that each Online Learning Campus environment remains constructive. **You agree to abide by the provisions of our Terms of Use in relation to acceptable use policies, especially in relation to offensive and prohibited conduct. In addition, you undertake not to use Thriversity services to promote any business or enterprise, unless permitted to do so by a representative of Thriversity in writing, or unless this forms part of a Course requirement. To the extent that any person is harmed by your comments, Thriversity shall not be held responsible for your behavior and you hereby release Thriversity from and indemnify Thriversity against any such liability.**
4. **Plagiarism:** Plagiarism can be defined as the intentional or unintentional use of another's work without providing reasonable and appropriate credit to the author or source of the work. Thriversity provides information about plagiarism and how to avoid it in the Online Campus and in the Honor Code, however, you must take responsibility for your own academic work.
5. **Consequences of Plagiarism:** Plagiarism is an extremely serious offense. If you are found guilty of plagiarism on your submissions (including submissions made on a discussion forum or in your Course assignments), you may receive zero for the relevant submission (where applicable), and as a result may not have credentials issued to you. Repeat instances of plagiarism may result in the immediate termination of your participation in the Course for which you are registered, and you will not be entitled to a refund of any portion of the Course fee.

G. Pricing, payment, and delivery

1. **Course fees:** When you register for a Course, you agree to pay the applicable Course fee and such other amounts as may be due by you arising from your participation in the Course.
2. **Tax Invoices in electronic format:** You hereby consent to the receipt of an invoice from TalentPerch Thriversity (US), LLC (or its nominee), which shall be sent to you in electronic format to the email address that you provided upon registering for a Course. All invoices shall reflect the methods of payment that will be accepted in payment of such invoice.
3. **Bank charges:** If any bank charges, wire fees and/or other costs are levied on or added to a payment made by you to us from any country or jurisdiction, you will be liable for all such bank charges, fees and/or additional costs.
4. **Payment reference:** When making payment to us, you must ensure that your invoice number (to which the payment relates) is reflected on your payment. We will not be held liable if we are unable to locate your payment, and as a result you are suspended from participation in a Course.
5. **Promo codes:** If you have been provided with a promo code and you would like to make use of it when you register for a Course, you will have to indicate this on the Thriversity Website when registering for the relevant Course (where indicated) and agree to be bound by the terms and conditions of this promo code. Should you register without utilizing the promo code, the promo code will become redundant, and you will not be entitled to receive the benefit of the promo code, including a refund of any part of the Course fee, once payment has been received by us. Promo codes are non-transferable and non-refundable.

6. **Consequences of non-payment:** If you or your sponsor fail to make the minimum required payment for a Course by the due date for payment (as agreed during registration and recorded in the invoice), then we may, in our sole discretion, remove you from the Course or suspend your participation in the Course. If you are suspended from participation, you will not be permitted to access the applicable Online Campus until such time as we have received the outstanding payment that has fallen due. The party responsible for the payment of the invoice will be given a period of time within which to rectify non-payment and if payment is not made within the given additional period of time, then we may cancel your registration and remove you from the course and you will not be entitled to any refund.
7. **Outstanding fees:** If your Course fees are not settled in accordance with any agreed payment terms, you will not receive your final result for your Course, and we will also not issue any letters or Certificates confirming completion of the Course.
8. **Dispute:** If there is a dispute about payment of any Course fee (or any portion thereof), or the way in which you use your Online Campus or the Website, we may at our sole discretion suspend your participation in the Course for the period of the dispute.

H. Cancellations and Postponements

1. **Course postponement:** You may reschedule a self-driven or instructor-driven training course at no charge if requested more than 10 days before the class start date. Cancellations within 10 days of a class incur a rescheduling fee of \$100. You are allowed up to 2 reschedules of a class reservation and all must be within 6 months of the originally scheduled class date. If the third date does not work for you, the reservation will be canceled, and your deposit will be refunded in accordance with the Cancellation section below.
2. **Canceling Self-Driven Courses:** If you wish to cancel a reservation for one of our self-driven courses, we will provide a full refund, less a restocking fee as described below, up until the day your class is scheduled to start. The course is not refundable nor reschedulable once you have gained access to the material.
3. **Canceling Instructor-Driven Courses:** If you wish to cancel a reservation for one of our instructor-driven courses, we will provide a full refund, less a restocking fee as described below, up until the day your class is scheduled to start. The course is not refundable once the class begins. Rescheduling after an instructor-driven course begins is only allowed under extenuating circumstances and you must be in good academic standing when the request is made. Alternatively, you may reschedule before the start date using the Postponing/Rescheduling process described above; however, you will not be eligible for a refund or cancellation.
4. **Restocking Fee:** Unfortunately, we incur various costs for credit card processing fees, bank fees, commissions, clerical and accounting time, etc. when we initiate transactions that ultimately are canceled or not completed. We also incur costs and lost revenue for tying up resources that would otherwise be deployed for other uses or customers. These costs make it necessary for us to charge a 10% restocking fee on any refunds requested after the day of the original purchase or deposit. There is no restocking fee for same business day refunds.
5. **Refunds for Courses:** Refunds requested on the same business day as the original purchase will be refunded by voiding a credit card transaction or returning your original cash or check. These refunds are not subject to a restocking fee. Refunds after the same business day, or those originally paid by wire transfer, will be issued a company check or ACH net of the restocking fee within 5 business days of the approved request for refund. Refunds are based on money paid. Coupons and discounts are not refundable nor reusable.
6. **Insufficient demand: We reserve the right to cancel a course if there is insufficient demand, as determined by us in our sole and absolute discretion. In this case, you will receive a full refund of the exact amount you paid, excluding any voucher, discounts, or coupons given to the student.**
7. Contact refunds@thriversity.io if you have any questions or to request a refund.
8. This Refund Policy is subject to change at any time without notice at the sole discretion of Thriversity.

I. Credentials

1. **Digital Certificates:** A digital Certificate of Completion will be issued to you in your legal name that you provide to us during the registration process, or pursuant to section 16, following your successful completion of a Course in accordance with the stipulated requirements for the award of a Certificate. No Certificate will be issued to you if you have not met the minimum stipulated requirements for the award of a Certificate. If you are found guilty of plagiarism (even for the first offence) and a satisfactory explanation is not given, Thriversity may decide, in its sole discretion, not to issue a Certificate to you. No changes can be made to the standard form or wording of a Certificate for any reason whatsoever. Certificates will be issued in English only. Certificates are issued in electronic format and are available via the Thriversity Registration portal under your registered account.
2. **Certificate Errors:** If you receive your Certificate with an error, you are required to notify us as soon as possible. We cannot be held liable for errors resulting from incorrect personal student information provided to us by you or your sponsor.
3. **Withheld Certificates:** If you are eligible for the award of a Certificate, your Certificate may be withheld by Thriversity in the following circumstances:
 - a. If you are under investigation for academic dishonesty or misconduct and such matter has not been resolved at the time of certification, the award of a Certificate may be suspended until the matter has been disposed of by Thriversity.
 - a. If you owe outstanding fees to Thriversity, your Certificate may be withheld until such time as your fees have been settled in full.
 - b. If you fail to successfully verify your identity when identity verification is a requirement for the Course, your Certificate will be withheld until such time as you have successfully verified your identity.
 - c. If you fail to satisfy all requirements, assignments, and/or completion conditions of the Course.

J. Limitation of liability and indemnity

1. **No liability for Course outcomes:** We will not, under any circumstances, be liable for any costs, claims, damages, or loss that you may sustain or suffer as a result of registering for and/or participating in any Course (or other services offered by us) which is not relevant, suitable or does not meet your requirements, and/or the requirements of any relevant industry or commercial body. Under no circumstances do we guarantee your suitability for a particular Course based on the levels of difficulty. We cannot, under any circumstances, be held liable to you for any costs, claims, damages or loss, if after the completion of a Course you are not able to obtain employment or a promotion within your chosen field of study or attain any other outcome you may believe completing a Course will assist you to attaining.
2. **Limitation of liability:** With the exception of our willful misconduct, and to the maximum extent permitted by law, you agree that we will not be liable for any cost, claims, damages, including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss (such as loss of profits, business, goodwill, revenue or anticipated savings) or other damages of any kind, penalties, actions, judgments, suits, expenses, disbursements, fines or other amounts that you or any third party might suffer relating to or arising from these Terms, your participation in a Course, or the termination of a Course, for any reason, whether or not anyone anticipated or should have anticipated that damages would occur. In no event will Thriversity's aggregate liability to you for any and all claims exceed the total amount of fees received by Thriversity from you in the six months preceding any cause of action.
3. **Acknowledgment:** You acknowledge and agree that the disclaimers and limitations of liability set forth in these Terms reflect a reasonable and fair allocation of risk between you and Thriversity, and that these limitations are an essential basis to our ability to make services available to you on an economically feasible basis.

4. **Time constraint:** You agree that, to the extent permissible by applicable law, any cause of action related to these Terms or Thriversity's services or Courses must commence within one (1) year after the cause of action comes into being. If not, such cause of action shall be permanently barred.
5. **Indemnity:** Subject to any applicable laws, you agree to indemnify and hold us harmless in respect of any claim that a third party might bring against us that relates to or arises from these Terms arising from your registration for and/ or participation in a Course. This indemnity includes claims arising from your use of the Online Campus in a way that does not comply with these Terms or the unauthorized or prohibited access of your profile by a third party. This indemnity also includes all liability or loss that we might suffer as a result of a claim, including legal costs on the highest permissible scale and any additional legal and collection costs.

K. Interruption of Thriversity Website, Registration Portal, or Online Campus

1. **Interruption of service:** You acknowledge and agree that from time to time, the Thriversity Website, Thriversity Registration Portal, and/or Thriversity Campus may be inaccessible or inoperable, by reason of one or more of the following:
 - a. Equipment malfunctions or faults.
 - a. Periodic maintenance procedures, downtime, or repairs that we may undertake from time to time, or
 - b. Causes beyond our control, including, without limitation, interruption or failure of telecommunication or digital transmission links, attacks on the network and network congestion or other failures.
2. **No breach:** Such interruption to the accessibility of the Thriversity Website, Thriversity Registration Portal, and/or Thriversity Campus will not be deemed a breach of this Agreement under any circumstances whatsoever and we will not, under any circumstances, be liable to you for any costs, claims or damages that you may sustain or suffer as a result of any interruption, inoperability or inaccessibility of the Thriversity Website, Thriversity Registration Portal, and/or Thriversity Campus.
3. **Security:** We will use commercially reasonable measures to secure our system and your profile in the Thriversity Website, Thriversity Registration Portal, and/or Thriversity Campus, and related information, however, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. You undertake to notify us immediately of any compromise or unauthorized use of your account.

L. Intellectual property

1. **Reservation of rights:** Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and/or object code and all other works (including trading marks and names) contained on the Thriversity Website, Thriversity Registration Portal, and Thriversity Campus or otherwise provided to students by Thriversity, is owned by us or licensed to us, and we assert and reserve all of our rights in this regard. Access to or use of our services and Courses will not in any way result in an assignment or license of any intellectual property owned by us or any other party.
2. **Student content:** The services and Courses may enable you to share your own content, including assignments, with Thriversity faculty and fellow students. You retain all intellectual property rights in, and are responsible for, the content that you share, however you specifically agree and consent that we are entitled to use (in our discretion) all content shared by you on the applicable Thriversity Campus for internal research and development, Course improvement and non-commercial purposes. In relation to specific Courses, a policy statement on intellectual property sharing may be included in the applicable Thriversity Campus for further guidance to you in the sharing of your ideas and assignments. Ultimately, it is your responsibility to ensure the proper protection of your student intellectual property – if your student intellectual property will be

best protected by way of trade secret, or you have not filed for protection of your protectable intellectual property, then non-disclosure may be an essential protection. We cannot, and do not, guarantee that any intellectual property shared on the Thriversity Campus or otherwise through the Website will not be used by other students.

M. Warranties and disclaimers

1. **Disclaimers:** To the extent permissible under applicable laws, all services, Courses, and their content are provided "as is" without representations or warranties of any kind, whether express or implied, in respect thereof, and in particular, we make no representations or warranties regarding the quality of the Course content or the fitness of the Course content for the purpose for which you acquired it.

N. Termination of participation in a Course

1. **Modifying and terminating services:** We are constantly changing and improving our services and Courses. We may add or remove functions, features, or requirements, and we may suspend or stop our service altogether, giving enrolled students reasonable prior notice of any material changes. You may also discontinue your use of our services and Courses at any time.
2. **Breach:** If you breach these Terms and fail to remedy the breach within five (5) days after receiving a written notice, we may terminate your participation in the Course for which you are registered, and you will not be entitled to a refund of any portion of the Course fee. We shall furthermore be entitled to immediately suspend your access to the Thriversity Campus in the event of a material breach of these Terms, as determined in our sole discretion, pending an investigation into the relevant conduct.

O. Complaints and dispute resolution

1. **General complaints policy:** Whether it is positive or negative, Thriversity encourages feedback from students. Where this feedback is a complaint about our Course, product or service offering, or our conduct, we are committed to addressing the complaint in a timely and appropriate manner.
2. **Speak up: Should you wish to lodge a complaint; you are required to submit this through the Thriversity faculty or Course surveys.** We will strive to ensure that anyone giving feedback is treated with the utmost courtesy and respect, and in return, we expect that anyone giving feedback or making a complaint will do so in a fair and appropriate manner. Where we determine that a complaint is abusive, unreasonable, or a student is unreasonably pursuing a complaint that has previously been investigated, we reserve our rights in relation to our response, and in particular, may elect not to pursue the procedure set out below.
3. **Review and investigation:** Once a complaint has been lodged, we will investigate and attempt to address the matter in question. At this stage, you may be required to provide supporting documentation or other evidence that may be relevant. We will endeavor to address complaints within five (5) working days (although this may not always be possible depending on the nature and severity of the complaint). In all cases, we will maintain open channels of communication and provide feedback or updates on the progress of the investigation. If a complaint cannot be addressed at its first stage, either party may request that the matter be investigated further.
4. **Disputes:** If a mutually satisfactory outcome, course of action, or conclusion cannot be reached following from the complaint's procedure, or any other kind of dispute arises between us, then you agree that it will be resolved individually, without resort to any form of class action, and, to the extent compliant with applicable law.

5. Nothing in this section will restrict our right to apply to a competent court for relief should our intellectual property rights be violated or threatened, or where otherwise appropriate to obtain urgent, injunctive or equitable relief.

P. General

1. **Thriversity's details:** These terms are a contract between you and Thriversity and certain of its affiliates depending on which Course you have purchased. Thriversity is a Texas limited liability company with its address at 5700 Tennyson Parkway, Suite 300, Plano, TX 75024
2. **Entire agreement:** These Terms, together with the Honor Code and Policies, shall constitute the entire agreement between you and Thriversity concerning your registration for and participation in a Course.
3. **Revision of Terms:** We reserve the right to revise these Terms (including Policies) at our sole discretion from time to time. These revisions will become effective immediately on being posted to the Thriversity Website, Thriversity Registration Portal, and/or the Thriversity Campus; however, for all material changes to the Terms, we will take reasonable steps to notify you of such changes if you are registered for a Course at the time when such changes come into effect.
4. **Conflict:** If any aspect of these Terms conflicts with any information provided on our website or in information packs or other Course materials, these Terms will prevail unless expressly stated otherwise.
5. **Severability:** If any part of these Terms is found to be partially or fully unenforceable, this will not affect the application or enforceability of the remainder of these Terms.
6. **Assignment:** These Terms, and any rights and licenses granted hereunder, may not be transferred, or assigned by you, but may be assigned by Thriversity without restriction.
7. **No indulgence/waiver:** If Thriversity chooses not to enforce any part of these Terms, this does not mean that it cannot do so at a later time. No waiver of any term shall be deemed a further or continuing waiver of such term.