

Terms and Conditions

Last updated: January 19, 2023

Please read these terms and conditions carefully before using online payment service.

## Interpretation and Definitions

---

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms and Conditions:

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Country** refers to: Malta

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Global College Malta, SCM 01, Smart City, Kalkara, Malta.

**Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

**Service** refers to the Website.

**Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions agreement has been created with the help of the TermsFeed Terms and Conditions Generator.

**Third-party Social Media Service** means any online payment service or content (including data, information, products or online payment service) provided by a third-party that may be displayed, included or made available by the Service.

**Website** refers to Global College Malta, accessible from <http://www.gcmalta.com>

**You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

# Acknowledgment

---

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## Links to Other Websites

---

Our Service may contain links to third-party web sites or online payment service that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third- party web sites or online payment service. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or online payment service available on or through any such web sites or online payment service.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or online payment service that You visit.

# Termination

---

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

# Limitation of Liability

---

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or Euro 100 if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

# Return, refund, cancellation policies

---

Application, Registration, Administration and Visa Assistance Fees are non-refundable under any circumstance. Tuition fees will only be refunded in full if the student's application is declined by GCM prior to course commencement. For international students, a refund of the tuition fees will only be given in cases where students do not receive their visa. For the refund to be issued a copy of the original refusal letter needs to be emailed to [finance@gcmalta.com](mailto:finance@gcmalta.com). No refunds will be issued once the student has commenced the

course. Refunds cannot be made to third parties. Bank transfers will only be made to accounts where the initial payments were made from. Refunds will only be issued at the discretion of the College against a Refund Processing Fee of €100. Any additional bank charges will be borne by the student. Below is the link for detailed refund policy:

<https://gcmalta.com/wp-content/uploads/2022/12/GCM-Refund-Policy-Jan-2023.pdf>

## Privacy Policy & Customer Data Use

---

For detailed information on privacy policy and use of customer data, please click the link below:

<https://gcmalta.com/wp-content/uploads/2022/07/CH-GCM-Student-Records-Policy-and-Procedures-2.pdf>

## Governing Law

---

The laws of the Country (Malta), excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## Disputes Resolution

---

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company. If You are a European Union consumer, you will benefit from any mandatory provisions under the Laws of Malta.

## Severability and Waiver

---

### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## Translation Interpretation

---

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

## Changes to These Terms and Conditions

---

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

---

If you have any questions about these Terms and Conditions, You can contact us:

- By email: [enquiries@GCMALTA.COM](mailto:enquiries@GCMALTA.COM)
- For Finance related matters: [Finance@GCMALTA.COM](mailto:Finance@GCMALTA.COM)