



AAC

Accreditation Agency Curacao

Higher Education

TERMS AND CONDITIONS

FOR THE ACCREDITATION PROCEDURES OF THE AAC

CONTENTS

1. Scope and transmission of information.....1

2. Application and Contract.....1

3. Payment1

4. Cancellation1

5. Termination Contract2

6. Client Dismissal.....2

7. Range2

8. Accreditation certificates2

9. Accreditation Process2

10. Accreditation and Duration2

12. Copyright protection3

13. Privacy.....3

14. Changes to terms and conditions3

15. Consent4

16. Additional Agreements4

17. Applicable Jurisdiction and law.....4

1. SCOPE AND TRANSMISSION OF INFORMATION

These terms and conditions apply to all contracts signed with the Accreditation Agency Curacao (AAC). By registering for an accreditation, the consumer (hereinafter referred to as the client) accepts these terms and conditions and is obliged to abide by them. By signing the application form, the client agrees explicitly to all information relating to compliance and status with the Accreditation Agency Curacao and its accreditations. The client also agrees to email exchanges with Accreditation Agency Curacao.

2. APPLICATION AND CONTRACT

The client must go through an application process before being able to start with an accreditation procedure with the AAC officially. The submitted application form and the self-report form the application for accreditation. By signing the application form the client agrees to have the financial funds to go through an accreditation process. The official opening/start of the accreditation procedure can only be confirmed after an analysis of the documents submitted. If all requirements are met, the Accreditation Commission (AC) of the AAC will approve the opening/start using an official confirmation. The draft contract between the client and AAC is discussed and then signed. If an application is denied the university can reapply after six months and up to two years after the decision. It should be noted that cancelation or withdrawal after, is only possible according to the signed contract.

If the application form is submitted but the application fee remains unpaid, it will expire automatically after one year, requiring reapplication.

3. PAYMENT

All prices indicated are expressed in dollars and the accreditation fee payments can be completed via bank transfer. All documentation and material will only be sent to the client when receipt of payment is confirmed. Compliance with payment terms and payment dates is an essential condition for participation in the accreditations. The AAC reserves the right to block clients who fail to comply with their payment obligations. Access to documents will be withheld and there will be no further support and it will no longer be possible to apply for accreditation if a payment is outstanding. Failure to comply after the first failed reminder may result in an additional annual interest of 4% on the referenced amount and in legal/judicial action.

4. CANCELLATION

The client can cancel or withdraw a signed application form within seven days from the date of the client's submitted application, without giving specific reasons. To exercise this right, the client must email office@aac.cw along with a statement explaining the decision to withdraw from the relevant accreditation. After these seven days the client cannot cancel the submitted application form and the client is obliged to pay the non-refundable application fee. Cancellation at a later stage of the

accreditation process is only possible according to the signed contract and payments are due according to the agreed cost proposal.

5. TERMINATION CONTRACT

After the expiration of the right to withdrawal in accordance with point 5 of these terms and conditions, termination of the contract can only happen as it is stated in the agreement signed by the client and the AAC. All payments done by the university before the termination of the contract are final and cannot be reimbursed.

6. CLIENT DISMISSAL

The AAC reserves the right to dismiss a client (discontinue accreditation procedure/deny future accreditation, take back full accreditation status) if the AAC finds evidence of misconduct from the university and or institution (repeated failure to comply with regulations, agreements, use of incorrect information of the AAC on the website, publishing of information without consent, incorrect use of Logo and information to mislead students, etc.).

7. RANGE

The range of services for the accreditations are provided by the AAC and currently includes the provision of all documents; online support; sending, receiving, and evaluation of reviews; advice for clients during the accreditation; acquiring experts; preparation of site visit; preparing and sending certificates but excludes costs for site visits for accommodation, flights, etc.

New and additional services may be provided by the AAC and used by clients. The AAC reserves the right to apply additional costs to make use of the new services offered.

8. ACCREDITATION CERTIFICATES

In principle, the certificates are included in the price. If the originals are lost additional copies are USD 300, 00.

9. ACCREDITATION PROCESS

The disclosure of information (documentation, files, etc.) to third parties, is expressly prohibited. This constitutes serious misconduct and will be punishable by a fine corresponding to the seriousness of the offence that could go up to USD 10.000, - and/or cancellation of application.

10. ACCREDITATION AND DURATION

The Accreditation Agency Curacao reserves the right to replace and / or postpone the transfer of accreditation materials within a reasonable time frame. In this case, the client

does not have the right to extraordinary termination of the accreditation (Accreditation Cancellation), nor to the reduction of Accreditation fees.

The AAC may also terminate the accreditation procedure if the experts agree that the required documents, evidence, declarations, etc. are insufficient or not fulfilled. The university will be informed of this decision. The university can lodge an appeal by e-mail (with evidence) and the case will be forwarded to the AAC Accreditation Commission. If the AAC Accreditation Commission also agrees with the experts, this is an autonomous decision that the university must recognize and accept. Amounts previously paid will not be refunded to the university.

The maximum duration for accreditations is an approximate, non-binding indication and depends on the type of accreditation and is stated on the website starting with the date of application. There is no Accreditation fee refund by a withdraw of the accreditation. For accreditations and the payment (three instalments) the client will find additional information on the AAC website. The Accreditation Agency Curacao has the right to change the duration and payment conditions of accreditations.

11. ACCREDITATION FEE

Accreditation Fees are decided by the AAC B.V. and the AAC reserves the right to change and or adapt the accreditation fees accordingly.

12. COPYRIGHT PROTECTION

Copy right remains - up until the full settlement of all payments for the products delivered (e.g. listed as a member, documents, scripts, etc.) - of the AAC. The transfer to third parties in copy or original is forbidden. Any duplication, dissemination, or any other use of this content beyond the client's private use is expressly prohibited and can be a motive for legal action.

13. PRIVACY

By applying, the client accepts the processing of personal data following the provisions of the Data Protection Act for accreditation purposes, as well as the sending of information. Data will be treated confidentially and under no circumstances will data be transmitted to third parties except the persons regarding the accreditation procedure.

14. CHANGES TO TERMS AND CONDITIONS

Changes to the AAC terms and conditions, along with the corresponding entry in force of these, will be enacted by the publication appropriately on www.aac.cw. It is expressly stated that the decisions of the AAC are autonomous and that, regardless of

whether accreditation procedures are affected, clients do not have the right of termination and/or claim for damages in this case.

15. CONSENT

I have read the terms and conditions of the AAC, including the right of annulment, and I certify that my signature on the application and the first payment and submission of the self-report form are the basis of my application. I certify that by signing the accreditation contract I am agreeing with all the conditions and requirements of accreditation by the AAC. With my signature, I also affirm that the information contained in my data is truthful and legal.

16. ADDITIONAL AGREEMENTS

Supplementary or altered agreements must be in accordance with the covenant of both parties and in written form.

17. APPLICABLE JURISDICTION AND LAW

The laws and the local jurisdiction of the courts in Willemstad, Curacao apply to all matters concerning the Accreditation Agency Curacao.