

# Terms and Conditions

*Updated as at 24<sup>th</sup> March 2024*

These Terms and Conditions govern your subscription with [www.spencercheah.com.my](http://www.spencercheah.com.my) & [www.spencercheah.com](http://www.spencercheah.com) (Service) website operated by SPENCER ONLINE.

Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Service is based on your acceptance of and compliance with these Terms. These Terms apply to all users who access or use the Service.

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

## **Purchases**

If you wish to purchase any product or service made available through the Service, you may be asked to supply certain information relevant to your Purchase including, your ACCA student number, birthdate, email address, your billing address, and your shipping information.

By submitting your ACCA student number and birth date, you grant us the right to submit your details to ACCA for results monitoring purpose within the ALP (Approved Learning Provider) performance matrix.

Your email address is required in order to enable us to create access to the TestReach Platform (ACCA CBE Practice Platform).

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order if an unauthorised or illegal transaction is suspected.

## **Purchase Conditions**

Before you purchase access to any of our courses, you need to clarify and agree to the following:

- You must have access to a PC, Laptop or smart device with a suitable commonly used browser and the capability to view PDF documents. Compatible browsers include supported versions of Chrome, Firefox, Safari and Edge.
- You must have a Broadband Internet connection providing bandwidth and connection speeds capable of streaming video. All the videos are only available on streaming basis and cannot/shall not be downloaded in any form.
- Although we have taken all possible care to ensure the videos can be streamed on different platform, however some security settings on certain devices or firewall may block such streaming.
- You cannot transfer a course to another student or anybody else. You are therefore not allowed to share any content provided nor can you provide access to our service to any third party through your account.
- You cannot transfer to a different course.

## **Accounts**

Your login access is tied to your email address. You must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

## **Privacy Policy**

You consented to allow SPENCER ONLINE to release your details to ACCA as part of ACCA result monitoring purpose within the Approved Learning Partner.

By submitting the registration for online course, you consent to the collection of your personal info and such information may be held, used and disclosed to individuals, service providers and organizations associated with SPENCER ONLINE or any other selected third parties (within or outside of Malaysia) for the purpose of storing and processing this registration and providing subsequent service(s) for this purpose.

Detail privacy policy on the website can be found on <https://spencercheah.com/privacy-policy-2/>

## **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

SPENCER ONLINE do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

## **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of SPENCER ONLINE.

## **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by SPENCER ONLINE.

SPENCER ONLINE has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that SPENCER ONLINE 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 use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

## Complaint Policy and Procedures

### 1.1 Preamble

SPENCER ONLINE (online platform) is committed to provide students with an education of the highest possible quality. However, from time to time, students may raise concerns, complaints or grievances about matters or issues relating to their experiences on our online platform. The document sets out the internal procedures that apply within the online platform for addressing student complaints and grievances. These procedures are designed to ensure that throughout the online platform there is transparent process for ensuring student complaints and grievances are dealt with fairly, consistently and promptly.

### 1.2 Principles

The student grievance resolution procedures of the online platform are based on the following principles:

- 1.2.1 That the procedures used to review and resolve complaints or grievances are fair and must be seen to be fair;
- 1.2.2 Confidentiality will be respected by all parties, unless the use of the information is authorized by law;
- 1.2.3 That staff involved in resolving complaints or grievances will act fairly at all times and ensure that conclusions will be based on a fair hearing of each point of view;
- 1.2.4 There will be no reprisals or any disadvantage arising as a result of a student making a complaint or grievance in good faith;
- 1.2.5 That complaints or grievances are handled in a timely manner with achievable deadlines specified for each stage in the resolution process;
- 1.2.6 Any student who makes a complaint or grievance and any staff member or student, on whom the complaint or grievance has a direct impact, is regularly informed of the progress of the matter;
- 1.2.7 Where the complainant is not satisfied with the outcome proposed by the decision-maker, the student is entitled to seek a review, either on procedural or substantive grounds, from ACCA.
- 1.2.8 If you have exhausted both your learning provider complaint's process and ACCA's, you can escalate to the appropriate regulator. Details of which can be found on the ACCA website at the following link:  
<https://www.accaglobal.com/gb/en/footer-toolbar/contact-us/unhappy.html>

### **1.3 Grounds for Complaint or Grievances**

Without limiting the circumstances which may give rise to a complaint or grievance, a student has valid grounds for making a complaint or grievance or lodging an appeal against a decision made in relation to a complaint or grievance, where the student considers he/she has been adversely affected by one or more of the following;

- (a) Improper, irregular or negligent conduct by a staff member of the online platform.
- (b) Failure by a staff member of online platform to act fairly.
- (c) A decision that has been made without sufficient consideration to facts, evidence or circumstances of specific relevance to the student.
- (d) Failure by the online platform to make a decision within a timely manner.
- (e) A penalty that, where applied, is or would be too harsh.

### **1.4 Withdrawal of Complaints or Grievances**

A student may withdraw a complaint or grievance at any time during the grievance resolution process and in this case the matter will be concluded and deemed to be resolved. If the original complaint or grievance was made in writing then the withdrawal must also be in writing to the relevant staff member who is handling the matter at the time the withdrawal is being affected or, in cases before the Management.

### **Refunds**

Refunds are only made if it is requested within 5 working days from the course activation. However, if any materials has been despatched to the said student(s) then a 25% deduction on course fee will be made.

### **Visa application**

The Service is based on online access thus there will be no services provided for any visa application.

### **Contact Us**

If you have any questions about these Terms, please [contact us](#).