

1. Course information:

Course Name: Robotics Developer Masterclass Fifth Batch - September 2024

Start Date: 02/09/2024

Course modality and exams: Online

Course duration: indefinite

Dedication required: up to the student. We recommend 40 hours per week to

finish in 6 months.

Internship: Optional (3 months)

Prerequisites: The student declares to have previous knowledge in **Linux**,

Python 3, and Primary School Maths.

2. Economic information:

The course is paid in monthly instalments. Instalment payment can only be paid by card through the website of THE CONSTRUCT S.L. The Instalment payments amount depends on the time you enrol. Different prices or promotions may be in place at any given time.

[1] In compliance with current data protection regulations, we inform you that the Controller of the data you provide is THE CONSTRUCT SIM S.L. You can contact their Data Protection Officer at the following email address: info@theconstructsim.com.

The purpose of the processing of the data is to manage the enrolment in the degree program you wish to take. The legal basis for the processing of the data you provide is the consent of the data subject for the specific purposes detailed below. The recipients of the information you provide to us due to the contractual relationship you have with us will not be transferred to third parties, unless there is a legitimate basis for doing so and for the provision of the requested service or for compliance with a legal obligation or if it is necessary for the provision of the contracted services.

We inform you that, as the data subject, you may exercise your rights of access, rectification, deletion, and other data protection rights before THE CONSTRUCT SIM S.L., as specified in our privacy policy, which you can access through the following link: https://www.theconstructsim.com/privacy_policy/. Your data will be stored by THE CONSTRUCT SIM S.L. for

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the legally established period. If you consider that THE CONSTRUCT S.L. violates this regulation, you may file a complaint with the Spanish Data Protection Agency.

[2] Instalment payment involves the obligation to pay the instalments within the established deadlines. Late payment or non- payment will result in automatic stop of the enrolment. The Master Class can be reactivated at any time by performing a new payment.

CONDITIONS OF COURSE REGISTRATION:

- 1. About enrolment and other general aspects.
- **a.** The student must submit, at the time of enrolling or when required by THE CONSTRUCT SIM S.L., the documentation and personal and financial information required in any of the procedures and within the deadlines indicated. If such documentation is not provided or if it is not authentic and/or sufficient, the enrolment will not be formalised (or, if it were, it will have no effects), nor will any degree or certificate be issued, even if the student completes the studies for which they enrolled. Therefore, each student assumes the legal consequences that may arise from the inauthenticity of the documentation or the lack of the required requirements.
- **b.** To pass the course, students must:
- Pass each phase of the course with a grade higher than 80 out of 100 (8 out of 10).
- Present and pass a FINAL EXAM consisting of a final project integrating the course content. The project that receives a grade higher than 80 out of 100 (8 out of 10) will be considered passed. The completion of internships is not a necessary requirement to pass the course.
- **c.** Upon successful completion of the course, students will be entitled to receive a **ROBOTICS DEVELOPER** Certificate.
- **d.** Students, upon formalising the enrolment in a course, have the right to two calls for the presentation of a final project, one ordinary and one extraordinary. These calls will take place with a period of 6 months between them.

- **e.** In case of not passing the final integrative project (either by failing it or not showing up for the exam) the student can repeat it on the next call. There is a call every 6 months.
- **f.** THE CONSTRUCT SIM S.L. will provide the student with agreed access codes (username and password) at the beginning of the contractual relationship. In those processes where it is established by THE CONSTRUCT SIM S.L., this pair of codes may be used as a valid Electronic Signature as a means of identification of the signer in accordance with the provisions of article 3.1 of the Electronic Signature Law 59/2003, and the student must maintain proper custody of the provided private key.
- **g.** The student will have access to the virtual classrooms of the course for each month that the monthly fee is paid.
- 2. Payments, discounts, and registration fees.
- **a.** The student must make the payment within the agreed deadlines. If any of the deadlines expire without payment being made, temporary closure of access to the virtual campus and any resource provided by THE CONSTRUCT SIM S.L. will result. If payment is not made within the established period, the student's enrolment will be considered paused. Grades that may have existed in the student's academic record for that cycle will be kept.
- **b.** Students under the deferred payment method will pay the corresponding amount at the time agreed upon by THE CONSTRUCT SIM S.L., which is usually in the first week of each month. Payments will be made, every 30 days.
- **c.** The discount and applicable economic conditions will be conditioned, in any case, to the fulfilment of the agreed payment plan. Failure to comply with the payment plan due to delayed payments or changes made by the student will result in the loss of any discounts granted on the enrolment fee.
- **d.** When possible, the student may reserve a spot prior to formalising their enrolment by paying the amount specified for this purpose on the website.

- **e.** If the student has opted for a deferred payment method financed by THE CONSTRUCT SIM S.L., they are hereby informed that THE CONSTRUCT SIM S.L. may, at any time prior to the resolution of the contract, agree to have a collaborating company conduct an analysis of the student's economic and financial situation. This analysis will be carried out based on the data provided by the student (which will be transferred along with the debt to the service provider company) and the data that the service provider may obtain from other sources (**scoring**). If the risk analysis reveals that the student has provided false information and there are any outstanding payments, THE CONSTRUCT SIM S.L. may proceed with the immediate cancellation of the enrolment and the collection of the outstanding debt.
- **f.** The student who has opted for the instalment payment option may, at any time, prepay any remaining sum of the total course fee by giving written notice via email to THE CONSTRUCT SIM S.L.
- 3. Right of withdrawal and student withdrawals.
- a. The students enrolled in THE CONSTRUCT SIM S.L. will have a legal period of 30 DAYS to withdraw from their enrolment from THE START OF THE BATCH according to the date indicated in the form, provided that the course in which they have enrolled has not begun (art. 103.a) of the Legislative Royal Decree 1/2007, of November 16, which approves the Consolidated Text of the General Law for the Defense of Consumers and Users and Other Complementary Laws).
- **b.** Students who wish to communicate their withdrawal before the official start date of the course must do so in writing, unequivocally stating their desire to withdraw, to the Academic Secretary at the following address: Carrer Pallars, No. 101, 4th-3rd, Barcelona (08018), Spain, or by email attaching the electronically signed withdrawal to info@theconstructsim.com.
- **c.** Regardless of the above, if the student is not within the withdrawal period but wishes to withdraw and requests it within the first thirty (30) days from the start date of the batch indicated in the enrolment form, 100 percent of the total enrolment fee will be refunded, provided that this fee has already been paid. To do so, the student must follow the procedure indicated in the previous section.

d. A student who requests withdrawal after those thirty days, even if they have enrolled on a later date due to exceptional circumstances, will not be entitled to any refund or reimbursement once they have accessed the virtual campus, as it is understood that the service is provided in full when the student has access to the course materials, documents, and other content. For this reason, the student will also not have the right to withdraw in this case and must continue with the instalment payments if they chose this option.

4. Virtual Campus.

In order to successfully follow the online teaching activities at THE CONSTRUCT SIM S.L Students must have an email address and basic user-level computer skills (file and folder management, storage, and installation of basic software), knowledge of internet navigation, and proficiency with the Office software suite. Additionally, they should have a basic understanding of Linux, Python 3, and Primary School mathematics.

- a. Students must have an ADSL internet connection of at least 3Mb to have a fluid learning of the materials.
- b. Although THE CONSTRUCT SIM S.L. is constantly working to adapt its services to new technologies and platforms, at the time of the approval of these conditions, it only guarantees its teaching activity through applications intended to be used on personal computers with Google Chrome browsers (v70.0 or later), Mozilla Firefox (v65.0 or later), and Apple Safari (v12.0 and later). The operating systems that support the virtual campus of THE CONSTRUCT SIM S.L. are Windows 10 or later, Mac OS X 10.13 or later, and Linux Ubuntu 20.04 or later. Although it works practically in its entirety, perfect operation of the campus with other operating systems, devices, or browsers is not guaranteed.
- c. In cases where future students present some degree of disability and require some type of adaptation, they must provide proof of it when enrolling in the corresponding course, as well as have personal computers with software adapted to their disability to be able to complete the course.

5. Languages.

a. The language of instruction and evaluation will be ENGLISH. The student hereby declares to have written and reading comprehension of the language to carry out the present course.

6. Practices.

- a. THE CONSTRUCT SIM S.L. undertakes to manage internships in areas related to the course for a period not exceeding 3 months, if required by the student.
- b. Internships can be carried out remotely or in-person at the company's own facilities. Each company has a different policy, so we will try to accommodate students who prefer a particular type of internship with companies that support it in the best way possible. We cannot guarantee your preferred type will be available for you at your location.
- c. THE CONSTRUCT SIM S.L. will only manage changes of practice centres in the event that it is verified that the practice centre is not fulfilling its obligations.
- d. Foreign students who do not have a residence permit in the COUNTRY OF THE PRACTICE COMPANY and wish to carry out academic internships in person in the COUNTRY OF THE PRACTICE COMPANY must have their corresponding visa and prove it. THE CONSTRUCT will NOT MANAGE VISAS AND/OR PERMITS TO ACCESS THE PRACTICE COUNTRY.
- e. The completion of the internships is not a main condition of this agreement and, although it is recommended, they are not mandatory for the completion of the course.

7. Communications.

- a. All communications from THE CONSTRUCT SIM S.L. regarding this course, contract, and its execution will be made in writing to the email address or postal address provided by the student in this agreement.
- b. The student agrees to maintain a valid phone number, email address, and

mailing address, as well as to communicate any changes for communications related to this agreement. When the Applicant has not notified THE CONSTRUCT SIM S.L. of changes to their contact information, communications will be considered received by the student at the phone number, email address, or mailing address previously provided, even if they are returned to the sender.

8. Data protection.

- a. THE CONSTRUCT SIM S.L., as the data controller, informs you that the processing of your data will consist of the purposes described below. In any case, if you want to consult additional information or contact the Data Protection Officer, please go to info@theconstructsim.com. Processing derived from the execution of the contract:
- i. Management of admission processes, enrolment, administration, training services, financial aid and scholarships, custody of the student's academic record, and processing of academic degrees.
- ii. Management and supervision of external internships (curricular and extracurricular).
- iii. Attention to students in relation to the coverage of special academic needs arising from disabilities, accessibility, and provision of material resources.

9. Claims and disputes

- a. All claims related to the execution of this agreement must be sent by email to THE CONSTRUCT SIM S.L. customer service at the following email address: info@theconstructsim.com.
- b. THE CONSTRUCT SIM S.L. agrees to respond to the student within 30 (thirty) days of receiving the claim, specifying, alternatively:
- i. Acceptance of the claim and the consequent actions that THE CONSTRUCT SIM S.L. will implement.
- li. The dismissal of the claim with the relevant reasons, understanding that in this case the student may file the legal resources and actions that he/ she considers appropriate.

lii. The need to receive additional information and/or documents from the student to evaluate the validity of the complaint. In this latter case, THE CONSTRUCT SIM S.L. will provide a definitive response within a period of 10 (ten) calendar days from the date of receipt of all requested documentation and/or information.

c. If THE CONSTRUCT SIM S.L. does not provide an answer, the answer has not been fully or partially satisfactory or has not been applied to the acceptance of the complaint, the student may file a claim or request mediation through the Consumer Arbitration System of Barcelona.

10. Applicable law, jurisdiction

a. Any dispute between the student and THE CONSTRUCT SIM S.L. will be governed by Spanish law. The rules of the Spanish legal system on consumer protection and any other laws applicable will be applicable to this contract and subject to the exclusive jurisdiction of the court located in the student's place of residence or domicile. Conversely, the courts in Barcelona, Spain, will be used if necessary.

I declare that I have understood the terms and conditions that I am accepting when contracting with THE CONSTRUCT SIM S.L.