



Terms of Use

Dear Visitor,

in this document you can find all the general terms and conditions that govern the use of our Site.

We are committed to making all our legal documents easy to understand and to consult.

For this reason we have chosen to structure this document, entitled “General Terms and Conditions”, with a summary, divided into Sections with numbered lists: this can help you quickly find the reference you are interested in.

Each of the Sections deals with a specific “topic”.

We have also created (to be able to abbreviate the text in the most important contents) two other Sections:

- “Common Rules”, which contains clauses that apply without distinction to everything we make available to you;
- “Glossary”, which explains the meaning of words written with the initial capital letter.

As regards the part relating to the processing of your personal data, we refer you to [the site’s Privacy Policy](#) and the [Cookie Policy](#).

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A) USE OF THE SITE

1. This Section, also referred to as Terms of Use, governs the provision of pages on the Site to the Visitor.
2. By using the Site, the Visitor declares to have read and accepted these Terms of Usage.
3. The Company therefore invites the Visitor to carefully read the Terms of Use, as they represent a binding contract between the Visitor and the Company with reference to the use of the Site.
4. If the Visitor does not agree with one of these provisions , is invited to cease using the Site.
5. The Site is owned by Shield Higher Education Ltd, hereinafter referred toas the “Company”, as per the Glossary which specifies its identification data.
6. The Site was created to guarantee a web presence for the Company and, possibly, also to provide the Services provided from time to time.
7. The Company reserves the right not to make the Site itself available, in whole and/or in part, and/or to modify, eliminate and replace the available Services.
8. The Visitor acknowledges and accepts:
 - that the Contents of the Site are for informational purposes only;
 - that the Company will process the Visitor’s Data in compliance with the provisions of the Privacy Policy and theCookiePolicy;
 - that the Company will provide the Site compatible with the needs connected to any scheduled or extraordinary maintenance interventions which cannot be postponed;



- that the costs of connecting to the internet, and those possibly relating to the Connection Methods, are at your own expense.

9. The Company has the right to:

- modify, update, suspend, limit or interrupt the functioning of the Site at any time, or modify and/or replace the domain name;
- analyze traffic on the Site (e.g. detect the most visited pages, the number of visitors by hour or day, geographical origin, average connection time, browsers used, visitor origin – from search engines or other sites –, phrases and words searched for, etc.) to understand how it is used and manage, optimize and improve it, or even just for statistical purposes;
- solve operational problems (e.g. page loading anomalies);
- perform monitoring activities to reject and/or prevent cyber-attacks and fraud.

10. **DISCLAIMER OF WARRANTIES AND NO SUPPORT**

- The Site is provided “AS IS” and “AS AVAILABLE”, therefore the Company makes no warranties, express or implied (including the implied warranties of non-infringement, merchantability and fitness for a particular purpose), and could be temporarily inaccessible or in any case contain defects or present delays.
- In particular, the Company does not issue any guarantee regarding:
 1. the suitability of the Site with respect to the needs of the Visitor and/or User;
 2. the availability and quality of the Site;
 3. the absence of errors (of any kind, including technical ones) on the Site, and their correction.
- the Company will make every reasonable effort to guarantee the Visitor and/or the User continuous and uninterrupted access Site and the Services but cannot, under any circumstances, be held responsible in case one or more of the Services or Content made available to the Visitor and/or of User charge are temporarily or permanently inaccessible.
- the Company is not responsible for any errors, inaccuracies, omissions and, more generally, for damages caused, directly or indirectly, by decisions taken or initiatives undertaken by the Visitor and/or by the User and/or by Third Parties on the basis (and/ or as a consequence) of the Site Contents.
- The Company does not guarantee the supply of technical assistance relating to the Site.

B) COMMON RULES

1. VISITOR/USER OBLIGATIONS

- The Visitor/User undertakes to:
2. not use the Site improperly. By way of example, it is forbidden to use the Site in ways or for purposes that are not permitted by law or contrary to morality, to spread computer viruses, carry out activities that could compromise the security of the Site or damage it, access the Site using automated tools (such as collection bots, robots, spiders or scrapers);
 3. to provide their true data;
 4. to not violate:
 - the General Terms and Conditions
 - any other provision of the General Terms and Conditions applicable to the deed performed by the Visitor/User;

- the Applicable Law and the Maltese Privacy Law and/or of the country in which it is located and/or of the country in which it resides, or in any case applicable to the activities it carries out;
- the rights of the Company and/or Third Parties.

2. **POWERS OF THE COMPANY**

- The Company may, at its sole discretion and without this implying compensation obligations:
 1. cancel the User's subscription to the Site and/or to one or more Services (eg the Newsletter);
 2. deny the User subsequent registrations on the Site for the Services and/or access to the Site;
 3. take any action for their own protection against the Visitor and/or User, including those aimed at obtaining compensation for damages.

3. **LIMITATION OF LIABILITY**

- In the event that the Company modifies, updates, suspends, limits or interrupts the functioning of the Site and/or Services, no liability will arise towards the Visitor and/or User.

4. **INDEMNITY**

- The Visitor/User responds, indemnifying the Company, for any action, including reasonable legal fees, brought by third parties and aimed at obtaining compensation for damages relating to the violations of the obligations referred to in the previous article 1 of this Section.

5. **INTELLECTUAL PROPERTY**

- Otherwise indicated on the Site with specific reference to certain Contents present on the Site, the Company is the exclusive owner of all Intellectual Property Rights on the Site and on the Contents present on the Site.
- The provision of the Site by the Company must not be considered as an assignment or concession by the Company in favor of the Visitor/User of any Intellectual Property Rights on the Site or on the Contents present on the Site, or as the object of any other different right of use by the Visitor/User and / or of third parties.
- All trademarks and logos reproduced on the Site belong to their legitimate owners; the Company does not have any right to these trademarks and logos, except its own.

6. **MISCELLANEOUS**

- The Company reserves the right to change at any time any legal document present on the Site (including, by way of example, the General Terms and Conditions, the Privacy Policy, the Cookie Policy, etc.), as well as the Site itself and related Services and/or Contents, in order to (by way of example but not limited to) offer new Services or for compliance needs with new legal or regulatory provisions. Therefore, the Company invites Visitors and Users to periodically consult the aforementioned legal documents and the Site, also in order to check for any updates or changes.
- The General Terms and Conditions govern the relationship between the Company and the Visitor/User and do not give rise to rights in favor of, or

- obligations against, Third Parties.
- Any tolerance by the Company to the behaviors put in place by the Visitor/User in violation of the provisions contained in the General Terms and Conditions does not constitute a waiver of the rights deriving from the violated provisions, nor of the right to demand the exact fulfillment of all the terms and of all the conditions set forth therein.
- The Company does not deliver Content and/or Services, nor does it sell Services, to natural persons who do not possess the legal capacity to act to accept these General Terms and Conditions as established by their national legislation of origin. If the User is below the age at which the legal capacity to act is fixed, he can access the Services only with the involvement of a parent or guardian.
- The rights and remedies included herein are not exclusive to, but are in addition to, other rights and remedies available under applicable law.
- If one of the provisions of the General Terms and Conditions is deemed null or unenforceable by a court or other competent authority, such provision shall be deemed to be deleted from General Terms and Conditions and the remaining provisions of the General Terms and Conditions will remain and will continue to remain fully valid and effective.
- Any limitation or exclusion of liability provided in favor of the Company by General Terms and Conditions, applies to the maximum extent permitted by law.
- In the event of a conflict between the provisions contained in these Common Rules and those indicated in the other Sections, the latter shall prevail unless otherwise expressly specified.
- The provisions contained in the Common Rules apply to all legal documents available on the Site, unless a specific Legal Document expressly excludes the application of the Common Rules.

7. APPLICABLE LAW AND COMPETENT COURT

- The General Terms and Conditions are governed by Italian law with express exclusion of the relative provisions on international private law.
- For any controversy that may arise regarding the validity, interpretation or execution of the General Terms and Conditions and the related matters, the Court of La Valletta (Malta) has exclusive jurisdiction.
- If the provisions of this Clause are inapplicable based on the mandatory rules of the country of the Visitor/., then the applicable law and the competent court will be identified according to the laws of that country
- If you are a consumer and have your habitual residence in the European Union you may benefit from the additional protections provided by the mandatory rules of your country of residence.

C) GLOSSARY

Capitalized terms and expressions in this text have the meaning indicated below, it being understood that terms defined in the plural are also defined in the singular and vice versa.

Content: purely by way of example, any finite stream of data or information (file or software package), containing textual, photographic, video, audio, script, graphics, programming code, written information (including how they are presented and formats), and functions present on the Site.

Consumer: the natural person who acts for purposes unrelated to any entrepreneurial, commercial, craft or professional activity carried out.

Cookie Policy: information on the use of cookies within the Site.

Data: the information relating to the Visitor/User necessary to use the Services, as well as all the information transmitted by the device with which the Visitor navigates on this Site and the operations performed (stored even temporarily on the Site).

Intellectual Property Rights: patents, utility models, designs and models, copyrights, commercial or service marks, rights on the topography of semiconductor products, rights on databases, rights contained in confidential information, including know-how and trade and industrial secrets, moral rights or other similar rights in any country and, whether or not registered, any applications for registration of any of the foregoing rights and all rights

relating to the filing of applications for registration for one of the above rights that are owned by, licensed to the Company or otherwise legitimately used;

Privacy Documents: cumulatively (i) the Privacy Policy; (ii) the Cookie Policy.

Marketing: individually or collectively, the purposes of sending advertising material, commercial communication, direct sales, carrying out market research, and administering satisfaction questionnaires.

Connection methods: the interfaces (web, software or other types) operating on certain configurations of some operating systems through which the Visitor can use the Site by connecting remotely via the internet.

Applicable Law: any provision, of any rank, pertaining to Italian law or to that of the European Union, in any way or measure applicable to the Site and the Services;

Privacy legislation: EU Regulation 2016/679 (“GDPR”) and subsequent amendments and/or additions (“Privacy Code”), as well as the provisions adopted by the Supervisory Authority in carrying out the tasks established by the GDPR and the Privacy Code and the additional applicable legislation, of any rank, including the opinions and guidelines drawn up by the Committee.

Party: depending on the case, the Visitor/User, the Company, one of the two or both.

Privacy Policy: the information on the processing of personal data for the management of the Site.

Common Rules: Section C of the TCG.

Service: any service, free or paid, among those available on the Site on the date of access to the Site by the Visitor/User.

Section: one of the following sections into which these GTC are divided: “A) Use of the Site”; B) Common Rules”; “C) Glossary”.

Website: the web pages displayed through the www.opit.com, subdomains included.

Company: Shield Higher Education Ltd, Company Registration Number C-102836, VAT MT29530419, with registered offices in Level 5, Carolina Court, Giuseppe Cali Street, Ta’Xbiex, XBX 1425, Malta

Terms and Conditions (also abbreviated to “**TCG**”): this document, forming part of the legal documents, which governs the use of the Site.

Terms of Use: Section A of the GTC.

Third: any subject other than the Manager, the Visitor and/or the User.

User: Visitor who makes the reservation or who writes to the Owner through the “Contact” area.

Seller: the Company.

Visitor: the person who uses a device and navigates the public pages of the Site via the Internet.

Have questions?

Visit our FAQ page or get in touch with us!

**WhatsApp**
Write us at +39 335 576 0263

**Email**
Get in touch at hello@opit.com

**Book a meeting**
Talk to one of our Study Advisors

**We are international**
We can speak in:


Request info →

Check our Modern Computer Science courses

Bachelor Degree →

Master of Science Degree →

- Eu accredited
- Fully remote
- Fully remote

Programs

- BSc in Digital Business
- BSc in Modern Computer Science
- MSc in Digital Business & Innovation
- MSc in Responsible Artificial Intelligence
- MSc in Enterprise Cybersecurity
- MSc in Applied Data Science & AI

Company

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Accreditation, Recognition, Memberships



