

**General Terms and Conditions (GTC) of
UMIT - Private University of Health Sciences, Medical Informatics and Technology
GmbH (Limited Liability Company)
for the "UMIT Academy"
Eduard-Wallnöfer-Zentrum 1
6060 Hall in Tirol
Austria**

Company Registry Number FN 215 003 g
(Innsbruck Regional Court) of UMIT GmbH
(Version of 06.02.2012; approved by the Executive Board on 07.02.2012.)

Preliminary note on the use of language: All references to people and roles in the GTC apply equally to men and women.

1. **Validity:** All certificate courses, seminars and specialist events (hereafter referred to as: program) offered against payment within the framework of the „UMIT Academy“ at UMIT – Private University for Health Sciences, Medical Informatics and Technology GmbH (hereafter referred to as „UMIT“) are subject to the General Terms and Conditions of „UMIT Academy“, (hereafter referred to as „GTC - Academy“) as amended from time to time. Notwithstanding, also the respective provisions of the offered programs, the UMIT learning platform's terms of use, the general house rules and IT guidelines of the TTC - TILAK Competence Center GmbH, as amended from time to time, shall apply.

2. **Admission/ participation:** In general, there is a limitation to the number of participants admitted to the programs offered by "UMIT Academy". Interested persons shall apply for the respective program in writing (using the online application form). By submitting the application form, the applicant agrees to the validity of the GTC – Academy as amended from time to time. Consequently, the GTC form part of the contract. For the processing of the application, the applicant has to pay the indicated service fee, depending on the respective program.

3. **Confirmation of participation and admission:** Written applications will then be examined in accordance with the regulations as amended from time to time. The applicant will be informed in writing whether participation is possible, the applicant will be placed on a waiting list or will not be accepted at all (for whatever reasons). In the first two cases, upon receipt of the written letter of admission, a binding contract is established (contract conclusion).

A later start to a program is possible in agreement with the competent office (named in the application form). Also in this case, the applicant shall be informed whether participation is possible. Upon receipt of the written letter of admission the contract is established.

4. **Instruction on the withdrawal from the contract according to §5e of the Austrian Consumer Protection Act (KSchG):** Upon receipt of the written letter of possible admission (Pt. 3) and provided that the contract was concluded at a distance by electronic means, the applicant shall have the right to withdraw from the contract without stating reasons. The time limit for the withdrawal is 14 calendar days and starts with the receipt of the letter of admission (Pt. 3). It shall be sufficient if the applicant sends the letter of withdrawal within this period of time (by post, fax or e-mail). The letter of withdrawal shall be addressed to the competent office named in the application form.

Consequences of withdrawal/ loss of the right of withdrawal: In the case of a valid withdrawal from the contract, already paid participation fees will be reimbursed after deduction of the service fee incurred by processing the request. The right of withdrawal does not apply if the „UMIT Academy“ program already starts within seven (7) working days (Saturdays are not considered working days) from the date of the conclusion (receipt of the letter of admission as per Pt. 3) of the contract (§5f I.1 KSchG/ Austrian Consumer Protection Act) - e.g. attendance of a certificate course.

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5. Participation fee, payment mode, course participation: The participation fee becomes due at the latest 14 days after the date of the invoice. The fee will be invoiced to the participants separately for each program. For programs with a participation period of at least one (1) semester (30.09. to 31.03. or 01.04. to 30.09.), fees may also be paid monthly. In the case of payment by direct debit authorization, the fees will be debited from the bank account by the 5th of the month.

This invoice includes the outstanding participation fee as well as the bank details. For payments, the entire invoice number must be indicated. For late payments, UMIT is entitled to charge interest on arrears as from the due date of payment. Payments shall be made free of charges to UMIT's Payment Office. Normally, the participation fee will be prescribed directly by UMIT. In case of a modification to this procedure, participants will be informed separately in the letter of admission.

In order to safeguard the objective of the program, UMIT is entitled – notwithstanding Pt. 7 lit. c – to exclude from participation any participants who compromise the program due to their behavior. Nevertheless, full payment of the participation fee shall be due.

6. Cancellation terms: Participation applications may be cancelled on the part of the applicant – Pt. 2. – (hereafter referred to as „applications“) up to one (1) month prior to the start of the respective program (= the day when the first part of this program takes place), without payment of any fees or any other costs apart from the service fee. In case of cancellations made up to two (2) weeks prior to the start of the respective program, a charge must be paid equal to 50 percent of the participation fee including service fees, which charge is not subject to the courts' right to abate damages payable. In the case of cancellations made right before the beginning of the respective program (= within two (2) weeks prior to its start), a charge must be paid equal to 90 percent of the participation fee including service fees or 100 percent of the participation fee including service fees with the day when the respective program begins; however, in the latter case the participant is entitled to nominate a substitute participant at the time of cancellation - subject to the confirmation of participation by the competent organs of „UMIT Academy“.

Cancellations will only be effective if they are sent in writing (per post, fax or e-mail); the timely receipt of the cancellation request by the competent office (see application form) is decisive.

7. Offers which last for two or more semesters:

a) Early termination of the contract with good cause: An early termination of the contract with good cause is only possible in exceptional cases. In this case, a written request, citing detailed reasons, shall be submitted to the competent office named in the application form. Such requests will then be evaluated by the competent office. Within the framework of this evaluation, the submission of certificates and evidence may be required. Subsequently, approval will be given in writing and a retroactive exemption from participation fee will be granted from the date of receipt of the request on a monthly pro-rata basis (aliquot). For each month commenced, the fee has to be paid in full. If the competent office does not approve the request, the contract may be terminated following the provisions stated in Pt. b): Termination of the study contract.

b) Termination of the study contract: In principle, the termination of the contract can be effected by means of a written request addressed to the competent office named in the application form and without stating any reason at the end of each semester. Such a request, in order to be considered in time, shall be received by the competent office named in the application form at the latest one (1) month before the end of the semester at the end of which the contract is supposed to terminate. If a request arrives after this date, it is considered a request for the subsequent semester and full payment of the participation fee for the following semester shall be due. The admission ends, except for an „early termination of the contract with good cause“, with the end of the program or prior to the end of the program with end of the last semester for which the respective participation fee was due.

c) Early termination of the contract by UMIT: The study contract may be terminated by UMIT at any time for “good cause“. Important reasons include, in particular, a delay in the payment of the participation fee or other fees, the non-observance of the Study and Examination Regulations, the Plagiarism Guideline, the terms of use for UMIT's learning platform, the general house rules and IT guidelines of TTC – TILAK Competence Center GmbH - as well as any type of disturbance during courses, repeated absence from courses which require attendance and criminally liable acts. An early termination of the contract shall be provided in writing and sent by registered mail,

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stating the reason. As soon as UMIT has sent the respective notification, the study contract is terminated (date as postmark). If the contract is terminated prematurely with good cause during the semester, the participation fee for the current semester has to be paid monthly on a pro-rata basis (aliquot) until the contract terminates. For each month commenced, the fee has to be paid in full.

8. Modification of services: For organizational reasons, "UMIT Academy" reserves the right to cancel a program before its scheduled beginning or to postpone parts of it, especially if the minimum number of participants has not been reached. Furthermore, "UMIT Academy" reserves the right to adapt or modify the program within appropriate settings, particularly within the framework of and with regard to national and international developments in science, teaching, research and industry. Such adaptations or modifications do not entitle the participant to withdraw unilaterally from the contract.

If a program is cancelled up to three (3) days prior to its beginning, participants are not entitled to damages or any other claims. If the program is cancelled within three days prior to its beginning, UMIT will be liable - to the exclusion of any further claims of damage - to refund participants for travel and accommodation expenditures supported by receipts, whereby claims for compensation are excluded in cases of ordinary negligence. In such case, all fees paid – except service fees - will be refunded by UMIT without deductions.

9. Liability for items: UMIT shall assume no liability for theft, loss of or damage to participants' personal belongings, also and in particular valuables. The general house rules and IT guidelines, as amended from time to time, shall apply.

General provisions

10. Place of performance and jurisdiction: The exclusive place of jurisdiction for any disputes between "UMIT Academy", represented by UMIT GmbH, and its contractual partners shall be the local court responsible for the location of the headquarters of UMIT (Hall in Tirol), unless mandatory legal provisions provide otherwise.

11. Applicable law: Any acts of legal significance between "UMIT Academy" and its contractual partners shall be exclusively governed by Austrian law, excluding the conflict-of-law rules.

12. Severability Clause: If parts of the provisions of this GTC – Academy prove to be void or legally ineffective, the remainder of the provisions of this GTC shall still apply. The contractual partners commit themselves in good faith to replace the provision rendered ineffective by a legally valid provision with equal economic effect.

13. Data protection: With their application to the "UMIT Academy" program, participants give their consent to the electronic processing of personal data. Furthermore, upon admission, the participants explicitly agree that their personal data (name and address) will be passed on in the interest of effective internal communication to fellow participants, lecturers and other persons involved in the organization of the program, or will be mentioned and published – if necessary by means of photographs - in the framework of marketing and similar activities undertaken by UMIT.

14. Additional oral agreements: Any amendments to the contractual relationship shall be made in writing in order to be legally effective. This shall also apply to the renunciation of the written form requirement. Any additional oral agreements shall be ineffective.

15. „UMIT Academy“ is an organizational unit of the Private University for Health Sciences, Medical Informatics and Technology (UMIT GmbH). The university shall be liable for all damage caused by the organizational unit and represents „UMIT Academy“, represented by the authorized bodies, towards third parties.

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