

**General Terms and Conditions (GTC) of
UMIT - Private University of Health Sciences, Medical Informatics and Technology
GmbH (limited liability company)**

**Eduard-Wallnöfer-Zentrum 1
6060 Hall in Tirol
Austria**

Company Registry Number FN 215 003 g (Innsbruck Regional Court)

(as amended on 8 March 2013; shall enter into force on 15 April 2013)

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

1. Scope: All study contracts signed by UMIT - Private University of Health Sciences, Medical Informatics and Technology GmbH (limited liability company) and hereinafter referred to as "UMIT" - are subject to these General Terms and Conditions (in short "GTC") as amended from time to time. Notwithstanding, the individual study programmes (i.a. bachelor programmes, Magister/master programmes, doctoral programmes, non-degree programmes and university training courses; in short "study programmes") are also subject to the respective Study and Examination Regulations, Doctoral Regulations, other conditions and declarations, such as the Plagiarism Guideline, the terms of use for the learning platform and "EWZ guidelines" (general house rules and guidelines), as amended from time to time. (see www.umat.at → GTC/ Regulations).

2. Application for admission: In general, there is a limitation to the number of students admitted to the study programmes offered at UMIT. Interested persons shall apply for the respective study programme in writing (using the online application form). The application shall be submitted within the stipulated period of time by means of the respective online "application form for admission" and by presenting the application documents listed in the respective application form. By submitting the application form, the applicant agrees to the validity of the GTC as amended from time to time. Consequently, the GTC form part of the contract. For the processing of the application, the applicant shall transfer a service fee of EUR 35,- to the bank account indicated in the application confirmation e-mail.

3. Admission to the study programme, tuition fee:

Written applications will then be examined by the competent academic committees in accordance with the regulations as amended from time to time (e.g. the respective Study and Examination Regulations and the Doctoral Regulations in force). If the applicant is admitted to the study programme, the study contract will be concluded and the applicant will become member of the student's union. The applicant will be informed in writing about the admission to the respective study programme ("letter of admission"). The tuition fee will be invoiced each semester (see point 5). Every semester, following payment, the student will receive a "confirmation of registration".

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 admission (point 3) and provided that the study 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 (point 3). It shall be sufficient if the letter of withdrawal is sent to UMIT within this period of time (by post, fax or e-mail). The letter of withdrawal shall be sent to: UMIT (for a prompt reply preferably for the attention of the Study Management), Eduard-Wallnöfer-Zentrum 1, 6060 Hall in Tirol, Austria, or via E-Mail: lehre@umat.at (for bachelor, Magister and master study programmes, as well as university training courses and non-degree programmes) or doktorat@umat.at (for doctoral programmes), Fax: +43 508648 3850.

Consequences of withdrawal/loss of the right of withdrawal: In the case of a valid withdrawal from the contract, an already paid tuition fee will be reimbursed. The right of withdrawal does not apply if the study programme starts within only 7 working days (Saturdays are not considered working days) from the date of the conclusion of the contract (receipt of the letter of admission as per point 3) - (§5f I.1 KSchG/ Austrian Consumer Protection Act) - e.g. if a course has already been attended.

5. Payment modes – tuition fee/ student's union fee:

Tuition fees for the offered study programmes which apply for "new students" as from the following winter semester are determined by the Executive Board every year no later than by the end of February and are made public accordingly hereafter. Each student's tuition fee depends on the rates valid at the beginning of his/ her studies and will not change

for the entire duration of the studies. Tuition fees for the respective study programmes will be invoiced to the students in advance for each semester (for the winter semester by 15 September and for the summer semester by 15 February). The fees may also be paid monthly by direct debit authorisation. Payment becomes due net in Euros after the date of the invoice, with a time limit of 14 days. In the case of payment by direct debit authorisation, the fees will be debited from the bank account by the 5th of the month. For payments, the entire invoice number must be indicated. If the payment deadline is missed, UMIT is entitled to charge interest on arrears at the statutory amount as from the due date. Concurrently, students will be charged the student's union fee, which amounts to EUR 10, - per semester. Payment for both fees (tuition fee/ student's union fee) shall be made free of charges to UMIT's Payment Office. Normally, tuition fees and student's union fees will be prescribed directly by UMIT. In case of a modification to this procedure, UMIT students will be informed separately in the letter of admission. Certificates and diploma will only be issued upon full payment of all outstanding invoices.

Tuition fees are due for each semester, until a student has completed all examinations (any negative results included) required by the respective curriculum. Already paid tuition fees will not be refunded, unless otherwise stated elsewhere. In particular, tuition fees are also due for semesters used for writing the thesis (e.g. bachelor thesis, Magister/master thesis or doctoral thesis), completing an internship, studying abroad or similar purposes (e.g. attending non-degree programmes). In the case of stays abroad at partner universities or other foreign universities within the framework of a UMIT study programme, a maximum discount of 50% of the tuition fees due for the respective semester abroad may be granted, provided that the student submits a written request to Study Management in due time. For such a request, the same time limits shall apply as for the leave of absence (point 6). The recognition of credits will have no impact on the prescribed tuition fee.

Once the regular period of studies (4 or 6 semesters) is finished, students shall pay tuition fees until they have successfully completed the last examination, whereby the fee will be charged on a monthly pro-rata basis (aliquot). For each month commenced, the fee has to be paid in full. If the last examination is the oral final examination/defence of the thesis, UMIT only charges the tuition fees for the period until the submission of the final thesis plus one month, in case of doctoral study programmes for the period until the submission of the doctoral thesis plus **three months**¹, irrespective of the date of the final oral examination/defence of the thesis. In the case of a revision/withdrawal - if provided for in the Study and Examination Regulations/ Doctoral Regulations and if approved by the competent academic committees – tuition fees for this period of time will be charged on a monthly pro-rata basis (aliquot).

6. Leave of absence: Students are basically permitted to take a leave of absence for a maximum period of 2 semesters in the course of their studies. However, a detailed statement of reasons by the student and the approval by the competent academic committee are required. For the leave of absence, a written request (leave of absence form) shall be submitted to UMIT's Study Management prior to the beginning of the respective semester (see point 4). For a leave of absence during the winter semester the form shall be submitted to Study Management until 31 August; for a leave of absence during the summer semester the form shall be submitted until 31 January (date as postmark). A leave of absence results in a partial exemption from the tuition fee for the respective semester. In the case of leave of absence, 20% of the tuition fee will be charged as administrative and service fee. If a student continues his/ her studies, even if only partly, despite leave of absence - in particular by attending courses, taking examinations and/or submitting scientific papers – full payment of the tuition fee for the respective semester shall be due immediately and also any other study-related provisions (submission within the standard period of study or the maximum duration of study) shall take effect for this semester. Students who are already on leave of absence shall submit a written request for extension of the leave of absence (which is possible only once) by 31 August for the winter semester and by 31 January for the summer semester (date as postmark). Otherwise, full payment of the tuition fee for the following semester shall be due.

6.1. Status of "student on leave of absence":

(a) Students on an approved leave of absence are not registered (enrolled) UMIT students. In the student statistics, the student will be recorded in a separate column ("students on leave of absence") and is not assigned to a study programme ("enrolment"). During the entire period of leave of absence, the student ID card shall be deposited in UMIT's Study Management.

(b) Periods of leave of absence are not included in the regular period of study. They cannot be included.

(c) In particular, students on leave of absence are not entitled to submit or seek (intermediate) evaluation of their final thesis (e.g. bachelor thesis, Magister/master thesis and doctoral thesis).

6.2. Resumption or termination of studies:

(a) The resumption of studies shall be immediately approved by the competent academic committee if an appropriate study place is available at that point of time.

(b) If no study place is available, the student on leave of absence shall be informed about the potential waiting time as soon as possible. In case the student has to wait (for a maximum of one semester) no tuition fee will be charged and the status of "student on leave of absence" will continue.

(c) When resuming their studies, students who have been on leave of absence shall be given priority over new applicants throughout the admission process.

(d) Students on leave of absence who will not resume their studies may terminate their study contract at the end of the respective semester and will thus leave UMIT (see point 7 lit. c) "Termination of the study contract".

e) Students who have been on leave of absence are entitled to finish their studies - and the required examinations - if the number of semesters in which the student has been enrolled equates at least to the number of semesters of the regular duration of study (4 or 6 semesters). In duly substantiated exceptional cases, students who have been on leave of absence shall be entitled to an early completion of the study programme (completion ahead of schedule) with the approval of the competent academic committee.

7. Termination of the study contract:

The contractual relationship is terminated:

a) Upon positive evaluation of the last prescribed examination or upon **negative evaluation**² of the last permitted repetition of a prescribed examination of the study programme the student is admitted to or by exceeding the maximum duration of study or upon non-fulfilment of additional admission requirements at the beginning of the studies in good time.

b) Upon request for "early termination of the contract with good cause". This is only possible in exceptional cases. In this case, a written request (deregistration form), citing detailed reasons, shall be submitted to UMIT's Study Management (see point 4). Such requests will then be evaluated by the competent academic committees. 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 study fees 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 academic committee does not approve the request, the study contract may be terminated following the provisions of lit. c) "Termination of the study contract".

c) Upon a written request for the "termination of the study contract" submitted to UMIT's Study Management (see point 4.) without stating any reason (deregistration form). Such a request, in order to be considered in time (date as attested by UMIT's receipt stamp), shall be received by 31 August for the winter semester (exmatriculation by 30 September) or by 31 January for the summer semester (exmatriculation by 31 March). If a request arrives after these dates it is considered a request for the subsequent semester and full payment of the tuition fee for the following semester shall be due.

Request for the "termination of the study contract" concerning the 1st semester of studies: If such a request is received after 31 August but before 30 September or after 31 January but before 28/29 February, and if the submitter has not yet attended any courses, only 50% of the tuition fee will be charged as cancellation and early termination fee.

d) The study contract may be terminated by the competent academic committees at any time for "good cause". Important reasons include, in particular, a delay in the payment of tuition fees or other fees, the non-observance of the Study and Examination Regulations, **Doctoral Regulations**³, other terms and declarations, such as the Plagiarism Guideline, the terms of use for the learning platform and the "EWZ guidelines" (general house rules and guidelines) as amended from time to time, 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 study contract shall be provided in writing and sent by registered mail, 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 tuition fee for the current semester has to be paid monthly on a pro-rata basis (aliquot) until the study contract terminates. For each month commenced, the fee has to be paid in full.

After termination of the education contract, students shall return their student ID cards to UMIT's Study Management (see point 4).

8. Modification of services: For organisational reasons, UMIT reserves the right to cancel a study programme before its scheduled beginning or to postpone parts of it, especially if the minimum number of participants has not been reached. In case of cancellation, tuition fees or any other fees that have already been paid will be reimbursed, apart from the service fee (see point 2). Any further claims of any kind shall be excluded. Further, UMIT reserves the right to adapt or modify a study programme to such an extent that neither the training objective nor the accreditation of the study programme will be endangered, particularly within the framework of and with regard to international developments in science, teaching, research and industry. Such adaptations or modifications do not entitle the student to withdraw unilaterally from the contract.

Not yet accredited study programmes: UMIT continuously offers new study programmes, following the latest developments in industry and science. As a private university, UMIT is subject to the Austrian Act of Quality Assurance in Higher Education HS-QSG and the Austrian Private University Law PUG (both covered by the Austrian Quality Assurance Framework Act QSRG, Austrian Federal Gazette No. I 74/2011). Therefore, new study programmes must be approved by the competent authority. By adding the information "subject to approval by the competent authority", UMIT has repeatedly promoted and has accepted pre-registrations for new study programmes prior to their final approval by the competent authority. Applicants who have had themselves registered for not yet accredited study programmes shall be entitled to reimbursement of already paid tuition fees in case of a final negative decision by the competent authority. Any further claims of any kind shall be excluded.

9. Exchange of information and course material: Upon registration students will be allocated an UMIT email address. As of the time of allocation and at any time during the on-going contractual relationship, this email address shall be exclusively used for the entire communication, in particular information on re-scheduling of appointments, sending of course material etc. Students commit themselves to manage this e-mail account and to retrieve information regularly. Furthermore, students commit themselves to use UMIT's learning platform in accordance with the offered curriculum. Any changes of personal data shall be immediately communicated to UMIT's Study Management (see point 4).

10. Liability for items: UMIT shall assume no liability for theft, loss of or damage to students' personal belongings, also including valuables. The "EWZ guidelines" (general house rules and guidelines), as amended from time to time, shall apply.

General provisions

11. Place of performance and jurisdiction: The exclusive place of jurisdiction for any disputes between UMIT 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.

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

13. Severability Clause: If parts of the provisions of this GTC 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.

14. Data protection: With their application, applicants give their consent to the electronic processing of personal data. Furthermore, upon admission to the study programme, the applicant explicitly agrees that his/ her personal data (name and address) will be passed on in the interest of effective internal communication to fellow students, lecturers and other persons involved in the organisation of the study programmes or will be mentioned and illustrated in the framework of marketing and similar activities undertaken by UMIT.

15. 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 renouncement of the written form requirement. Any additional oral agreements shall be ineffective.

16. Changes to the GTC: UMIT's GTC can be changed at any time and are also valid for existing contractual relationships. The current version is available at our Website www.umat.at (or will be sent to the student upon request). Changes to the GTC are only valid if the modification is reasonable for the student to accept, in particular as these are minor and justified. Students have the right to object to a modification of the GTC within 4 weeks from the notification about the modification, else the modified GTC shall be deemed to have been accepted.

¹Average duration of the proceedings as from the date of submission of the thesis four to five months

²Naturally, on behalf of UMIT, no guarantee can be given regarding the positive completion of an examination or a study programme, and consequently the awarding of an academic title or degree.

³The doctoral thesis agreement can be terminated unilaterally at any time, but shall be considered a precondition for admission as a doctoral candidate and will lead to exmatriculation if not existing.