

**General Terms and Conditions (GTC) of
UMIT TIROL – private university for health sciences and
health technology GmbH (LLC)
Eduard-Wallnöfer-Zentrum 1, 6060 Hall in Tirol/ Austria**

Company Registry Number FN 215003 g (Innsbruck Regional Court)
(as amended on 11.07.2019; shall enter into force on 01.08.2019)

1. Application:
Study contracts concluded between UMIT TIROL - private university for health sciences and health technology GmbH (hereinafter referred to as "UMIT TIROL") and students are based on these General Terms and Conditions of UMIT TIROL (in short "GTC"). Notwithstanding, the individual study programs (i.a. Bachelor programs, Magister/Master programs, Doctoral programs, non-degree programs and university training courses; in short "study programs") are also subject to the respective Study and Examination Regulations, Doctoral Degree Regulations or other conditions and declarations, such as e.g. the Plagiarism Guideline, the Moodle Terms & Conditions of Use and the "EWZ Guidelines" (general guidelines and house rules) currently in force (see www.umat-tirol.at → GTC/ Regulations).
2. Application for admission to study:
In general, there is a limitation to the number of students admitted to the study programs offered at UMIT TIROL. Interested persons shall apply for the respective study program in writing (online, pre-registration of the E-Mail address required). The application shall be submitted within the set time period by means of the respective (online) "application form for admission to a study program" and by presenting the application documents listed in the particular application form. By submitting the application form, the applicant accepts the GTC currently in force. Thus, the GTC become part of the contract. UMIT TIROL will acknowledge the receipt of the application for admission (or the pre-registration for a study program) via E-Mail. For the processing of the application, the applicant shall transfer a service fee of EUR 35.- to UMIT TIROL's bank account (see: www.umat-tirol.at -> Imprint/Contact) stating the purpose of payment as follows: "service fee + full name".
3. Admission or conditional admission to a study program (conclusion of contract), obligation to pay tuition fees:
 - 3.1 Examination of the application for admission to study: Applications for admission to study (Pt. 2) will subsequently be examined by the respective academic committees in accordance with the regulations currently in force (i.a. the respective Study and Examination Regulations, Doctoral Degree Regulations), if necessary candidates have to pass an interview, have to submit further documents (certificates etc.) or have to pass further examinations (supplementary examinations, study admission exam etc.).
 - 3.2 Conditional admission to study: If further documents have to be forwarded or further exams have to be passed by the applicant, conditional admission will be granted subject to the occurrence of a condition subsequent (viz. „Conditional admission to study“). A conditional admission implies the conclusion of a legally-binding study contract (3.3) as well as a payment obligation (see Pt. 3.3 and 5.7). If the documents required for admission cannot be presented within the set time frame (for the winter semester at the latest until 30.11. and for the summer semester at the latest until 31.05.), or the student does not pass the required exams successfully, the study contract will be terminated and the student will be exmatriculated.
 - 3.3 Conclusion of contract and payment obligation: If the applicant is admitted to the study program, the study contract will be concluded by sending him/her a "letter of admission" (conclusion of contract). Once the contract has been concluded (admission and conditional admission to study), the obligation to pay tuition fees arises, which subsequently will be invoiced each semester (amount and payment terms as stated in Pt. 5). Every semester, following payment, the student will receive a "confirmation of registration".
4. Instruction on the withdrawal from the contract according to § 4 in conjunction with § 11 Distance Sales Act - FAGG:
 - 4.1 Upon receipt of the written letter of admission (Pt. 3) and provided that the study contract was concluded at a distance, students shall have the right to withdraw from the contract within 14 days without stating reasons. To exercise the right of withdrawal, the decision to withdraw from the contract shall be expressed in a clear statement (e.g. a letter sent by post or E-Mail). Hereto the withdrawal form provided on UMIT TIROL's homepage can be used, but its use is not mandatory. For exercising the right of withdrawal it is sufficient to submit the declaration of withdrawal before the withdrawal period expires. The letter of withdrawal shall be sent to: UMIT TIROL (for a prompt reply preferably for the attention of Student Service), Eduard-Wallnöfer-Zentrum 1, 6060 Hall in Tirol, Austria, or via E-Mail: studentservice@umat-tirol.at (for Bachelor, Magister/

Master study programs, as well as university training courses and non-degree programs) or doktorat@umit-tirol.at (for Doctoral programs). The receipt of the declaration of withdrawal will be confirmed by UMIT TIROL immediately via E-Mail.

4.2 Consequences of withdrawal:

In the case of a valid withdrawal from the contract, an already paid tuition fee will be reimbursed immediately, or at the latest within fourteen days from the day when UMIT TIROL received the declaration of withdrawal, except for the service fee (see Pt. 2.). For reimbursement, UMIT TIROL will use the same modality of payment the applicant has used for the original payment, unless explicitly agreed otherwise with the student. In neither case the student will be charged a reimbursement fee. If the student, at his/her explicit wish, has already consumed services provided by UMIT TIROL before the expiry of the withdrawal period, in case of withdrawal the student has to pay a reasonable amount (in general the aliquot semester fee for one month).

5. Payment obligation – payment terms – tuition fee/ student fee and special contribution to the Austrian Students' Union (ÖH):

- 5.1 Tuition fees per semester, which apply for the offered study programs 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 shall pay the tuition fees valid at the beginning of his/her studies, this rate will not change for the entire duration of the studies.
- 5.2. Tuition fees for the respective study programs will be invoiced to the students in advance for each semester (for the winter semester by 01.10. and for the summer semester by 15.02.) via E-Mail to the assigned UMIT TIROL E-Mail address – see also Pt. 9.). Payment shall be made within 14 days from the date of the invoice without deductions. The fees may also be paid monthly by direct debit authorization, except for study programs where the fees do not exceed a maximum amount of EUR 500. - per semester. In case of payment by direct debit authorization, the fees will be debited from the bank account by the 5th of each month. For each payment the complete invoice number must be indicated. If the payment deadline is missed, UMIT TIROL is entitled to charge interest on arrears at the statutory amount as from the due date.
- 5.3 Additionally, each semester students will be charged the student fee and a special contribution to the Austrian Students' Union (ÖH) „student's union fee“. Pursuant to § 38 Sect. 3 of the Austrian law regulating the representation of students in Austria on national and institutional level - HSG 2014, each year the federal representative of the Austrian Student Union shall announce the student fee for the next academic year until 01 May at the latest. The student fee for the academic year 2019/20 including the special contribution comprises EUR 20.20 (student fee EUR 19.50 and special contribution EUR 0.70). If tuition fees are paid on a monthly pro-rata basis (aliquot) by means of direct debit authorization (Pt. 5.2) the student's union fee shall be included in the rates.
- 5.4 Payment for both fees (tuition fee/ student's union fee) shall be made to UMIT TIROL's Payment Office without charges. Usually, tuition fees and student's union fees will be prescribed directly by UMIT TIROL. In case of a modification to this procedure, UMIT TIROL students will be informed separately in the letter of admission. Certificates and diploma will only be issued upon full payment of all outstanding invoices.
- 5.5 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 theses (e.g. Bachelor thesis, Magister/Master thesis or Doctoral thesis), completing an internship, studying abroad or similar purposes (e.g. attending Non-degree programs). In the case of stays abroad at UMIT TIROL partner universities or other foreign universities within the framework of a UMIT TIROL study program, 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 Student Service in due time. For such a request, the same time limits shall apply as for the leave of absence (Pt. 6). The recognition of credits will have no impact on the prescribed tuition fee. The fact that a student who is not on leave of absence does not use the services offered by UMIT TIROL at all or only partially, does not release him/her from the obligation to pay any fees and already paid fees will not be refunded in part or in whole.
- 5.6 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/defense of the thesis, UMIT TIROL only charges the tuition fees for the period until the submission of the final thesis plus one month, in case of doctoral study programs for the period until the submission of the doctoral thesis plus **three months**¹ – irrespective of the date of the final oral examination/defense of the thesis. In the case of a revision/withdrawal (if provided for in the valid Study and

Examination Regulations/ Doctoral Degree Regulations and if approved by the responsible academic committees) tuition fees for this period of time will be charged on a monthly pro-rata basis (aliquot).

- 5.7 Students who are accepted to the study program subject to the occurrence of a condition subsequent („Conditional admission to study“ see Pt. 3.2) and who cannot present the required missing documents within the set time frame (for the winter semester at the latest until 30.11. and for the summer semester at the latest until 31.05.) or do not pass the required exams successfully, will be exmatriculated automatically in accordance with the respective Study and Examination Regulations currently in force and the study contract will be terminated (see 7.1). In this case, the student will be charged the tuition fees for one semester.
6. Leave of absence:
- 6.1 Students are basically permitted to take a leave of absence for a maximum period of 2 (two) also consecutive semesters in the course of their studies. However, a detailed statement of reasons by the student and the approval by the responsible academic committee are required. For a leave of absence, a written request (leave of absence form) shall be submitted to UMIT TIROL's Student Service (see Pt. 4) prior to the beginning of the (first) respective semester. For a leave of absence during the winter semester the form shall be submitted to Student Service until 31.08.; for a leave of absence during the summer semester the form shall be submitted until 31.01. (date as per 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 as well as the student's union fee as laid down in Pt. 5.3 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, claiming assistance for his/her thesis 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 regular period of study or the maximum duration of study) shall take effect for this semester.
- 6.2 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 31.08. for the winter semester and by 31.01. for the summer semester (date as per postmark). Otherwise, full payment of the tuition fee for the following semester shall be due.
- 6.3 Status of student on leave of absence:
- 6.3.1 Students on an approved leave of absence are not registered (enrolled) UMIT TIROL students. In the student statistics, the student will be recorded in a separate column (“students on leave of absence”) and is not assigned to any study program (“enrolment”). During the entire period of leave of absence, the student ID card shall be deposited at UMIT TIROL's Student Service.
- 6.3.2 Periods of leave of absence are not part of the regular period of study. They cannot be included.
- 6.3.3 In particular, students on leave of absence are not entitled to submit theses or seek (intermediate) evaluation of theses (e.g. Bachelor thesis, Magister/Master thesis and Doctoral thesis) unless they pay the tuition fee due for the respective semester in full.
- 6.4 Resumption or termination of studies:
- 6.4.1 The resumption of studies shall be immediately approved by the responsible academic committee if an appropriate study place is available at that point of time
- 6.4.2 If no study place is available, the student shall be informed about the potential waiting time as soon as possible. In case of a waiting period - one semester max. - no tuition fee will be charged and the status of “student on leave of absence” will continue.
- 6.4.3 When resuming their studies, students who have been on leave of absence shall be given priority over new applicants in the admission process.
- 6.4.4 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 TIROL (see Pt. 7.3 “Termination of the study contract”).
- 6.4.5 Students who have been on leave of absence are entitled to finish their studies - and the required examinations - if the number of enrolled semesters equates at least to the number of semesters of the regular period of study (4 or 6 semesters). In exceptional and duly justified cases, also students who have been on leave of absence shall be entitled to a complete their studies ahead of schedule with the approval of the responsible academic committee.
7. Termination of the study contract:
- 7.1 The contractual relationship is terminated automatically upon the positive evaluation of the last examination required for graduation, or upon the **negative evaluation**² of the last permitted repetition of an examination required for graduation, or by exceeding the maximum duration of study. In case of a conditional admission, the contract also terminates upon non-fulfilment of additional admission requirements within the set time frame (see Pt. 3.2 “Conditional admission to study”).

- 7.2 The study contract may be terminated prematurely by the student at any time for good cause without compliance of dates and deadlines. This is only possible in exceptional cases. In this case, a written request (deregistration form), citing detailed reasons, shall be submitted to UMIT TIROL's Student Service (see Pt. 4). Such requests will then be evaluated by the responsible 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 responsible academic committee does not approve of the reason for a premature termination of the contract, the request for premature termination shall be regarded as termination as referred to in Pt. 7.3 and the study contract will terminate in compliance with the dates and deadlines specified therein.
- 7.3 Students may terminate the study contract without stating any reason (deregistration form) upon a written request ("termination of the study contract") submitted to UMIT TIROL's Student Service (see Pt. 4.). Such a request shall be received by 31.08. for the winter semester (exmatriculation by 30.09.) or by 31.01. for the summer semester (exmatriculation by 31.03.) in order to be considered in time (date as attested by UMIT TIROL's receipt stamp). 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. If such a request is received after 31.08. but before 30.09. or after 31.01. but before 28/29.02., and if the submitter has not yet attended any courses, the student shall pay 50% of the tuition fee for the **first semester** (until the termination of the contract) as cancellation and early termination fee.
- 7.4 The study contract may be terminated by the responsible 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 Degree Regulations**³, other terms and declarations, such as the Plagiarism Guideline, the terms of use for the learning platform and the "EWZ guidelines" (general guidelines and house rules) currently in force, 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 issued in writing and sent by registered mail, stating the reason. As soon as UMIT TIROL has posted the respective notification (date as per postmark), the study contract is terminated. 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.
- 7.5 After termination of the study contract, for whatever reason, students shall return their "student identity cards" to UMIT TIROL's Student Service (see Pt. 4.).
8. Modification of services:
- 8.1 For organizational reasons, UMIT TIROL reserves the right to cancel a study program 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, except from the service fee (see Pt. 2). Any further claims of any kind shall be excluded. Further, UMIT TIROL reserves the right to adapt or modify a study program to such an extent that neither the training objective nor an accreditation of the study program will be endangered, particularly within the framework of and with regard to international developments in science, teaching, research and economy. Such adaptations or modifications do not entitle students to withdraw unilaterally from the contract.
- 8.2 Not yet accredited study programs:
UMIT TIROL continuously offers new study programs, following the latest developments in economy and science. As a private university, UMIT TIROL 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, as amended). Therefore, new study programs must be approved by the respective authority. By adding the information "subject to approval by the respective authority", UMIT TIROL has repeatedly promoted and has accepted pre-registrations for new study programs prior to their final approval by the competent authority. Applicants who have had themselves registered for not yet accredited study programs shall be entitled to reimbursement of already paid tuition fees, except for the service fee (see Pt. 2.), in case of a final negative decision by the responsible 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 TIROL E-Mail address. From the time of allocation and at any time during the on-going contractual relationship, this E-Mail address shall be exclusively used for the entire communication, in particular for information on postponed appointments, mailing of course material, tuition fee invoicing (Pt. 5.2.), etc. Students commit themselves to manage this e-mail account and to retrieve information regularly. Furthermore, students commit themselves to use UMIT TIROL's learning

platform in accordance with the offered curriculum. Any changes of personal data shall be immediately communicated to UMIT TIROL's Student Service (see Pt. 4).

10. Liability for items:
UMIT TIROL shall assume no liability for theft, loss of or damage to students' personal belongings including valuables. The "EWZ guidelines" (general guidelines and house rules) in the current version shall apply (see www.umat-tirol.at → GTC/Regulations).
11. Place of performance and jurisdiction:
The exclusive place of jurisdiction for any disputes between UMIT TIROL and its students shall be the local court responsible for UMIT TIROL's headquarters (Hall in Tirol), unless mandatory legal provisions provide otherwise.
12. Applicable law:
Any acts of legal significance between UMIT TIROL and its students 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:

Information on data protection and on the processing of personal data:

- a) **Processing for study reasons under Art. 6 (1) b) GDPR (initiation/performance of the study contract):** With the application to UMIT TIROL - private university for health sciences and health technology GmbH (Eduard-Wallnöfer-Zentrum 1, 6060 Hall in Tirol, Austria), personal data (e.g.: name, address, date of birth, phone number, E-Mail address, study-relevant data, bank account, certificates, CVs etc.) which are being forwarded by the applicant **via computer** (= computer-assisted) to UMIT TIROL in its capacity as controller pursuant to Art. 4 (7) GDPR will be processed. This processing is required **for the fulfilment of contractual obligations and the performance of the study contract** and it includes the UMIT TIROL-internal, as well as UMIT TIROL-external forwarding of personal data required for **study and billing purposes** via the IT systems used by UMIT TIROL. This includes, in particular, the forwarding of data, to the necessary extent, to internal and external teachers (name, E-Mail address, student number, study-related data), other students (name, E-Mail address, study-related data), persons who are involved in the organization of the studies, as well as joint controllers and processors; as for studies that take place in cooperation with other higher education institutions, data will be forwarded, pursuant to § 8 Sect. 9 Private Universities Act (PUG) (Federal Law Gazette I Nr. 31/2018), to the respective institution (currently to the University of Innsbruck (www.uibk.ac.at/impresum/)) in its capacity as joint controller. Data exchange with joint controllers and processors is based on contracts pursuant to Art. 26, 27 and 28 GDPR. As private university, UMIT TIROL is legally obliged to store and not delete examination data pursuant to § 3 Sect. 11 Private Universities Act (PUG) (Federal Law Gazette I Nr. 31/2018) for at least 80 years after completion of the studies. Thus, UMIT TIROL graduates have life-long access to their study-related data (titles of examinations and topics of scientific or artistic works (theses), the earned ECTS credits, results and names of the examiners or reviewers, the date of the examination or the result, as well as the student's registration number). Further personal data, in particular data of applicants who did not begin studies at UMIT TIROL, will be stored in accordance with the respective legal regulations and based on the resolution of the Austrian Private Universities Conference (ÖPUK) [see www.umat-tirol.at → Data Protection].
- b) **Processing for UMIT TIROL marketing purposes under Art. 6 (1) f) GDPR (legitimate interests pursued by the controller):** name and address data (UMIT TIROL-internal and other E-Mail addresses) will be electronically processed for UMIT TIROL marketing purposes (information about current developments, newsletter, brochures, information letters etc.) up to six times per year internally as well as externally of UMIT TIROL.
Data exchange with joint controllers and processors is based on contracts pursuant to Art. 26, 27 and 28 GDPR. This processing takes place after completion of the studies **until an objection is filed** (Art. 21 (1) GDPR) to datenschutz@umat-tirol.at.
- c) **Processing for research purposes** under Art. 6 (1) e) GDPR (**performance of a task carried out in the public interest**) in conjunction with the Research Organization Act (FOG, Federal Law Gazette I Nr. 31/2018): UMIT TIROL is a scientific institution pursuant to § 2b (12) FOG and is, as such, pursuant to Art. 89 GDPR and § 2f FOG, authorized to process data (in particular health-related data and health data) for research purposes. For research purposes, name and address data (UMIT TIROL-internal and other E-

Mail addresses) will be forwarded to UMIT TIROL-internal, but also to UMIT TIROL-external persons at scientific institutions (§ 2b (12) FOG), provided that fields of research of UMIT TIROL and its cooperation partners are concerned. Although, this processing is not required for the performance of the study contract, it is conducted in the public interest for research purposes. Therefore, name and address data will be processed after completion of the respective studies **until an objection is filed** (Art. 21 (1) GDPR) to datenschutz@umit-tirol.at.

As for **the duty of information in accordance with Article 13 of the GDPR**, please refer to UMIT TIROL's Privacy Statement which is published on UMIT TIROL's Homepage [see www.umit-tirol.at -> Data Protection].

Data subject rights (right of information, rectification, erasure, restriction of processing, revocation of consent, data transfer): You have the option to make use of the above-mentioned data subject rights under GDPR using the following UMIT TIROL e-mail address: datenschutz@umit-tirol.at. You can contact the data protection officer using the following contact details: datenschutz@umit-tirol.at.

Right to appeal: If the processing of personal data violates the data protection law, a complaint can be filed with the Austrian Data Protection Authority. For further information, please refer to the Austrian Data Protection Authority's Website - <https://www.dsb.gv.at/>

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 TIROL's GTC can be changed at any time and are also valid for existing contractual relationships, provided that the modifications are reasonable, especially if they are negligible 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. The current version is available on our Website www.umit-tirol.at → GTC/Regulations (or will be sent to the student upon request).

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

² UMIT TIROL cannot guarantee the successful completion (positive assessment) of examinations or a study program and thus also cannot guarantee that an academic title or degree will be awarded.

³ The doctoral thesis agreement can be terminated unilaterally, it is, however, a prerequisite for the acceptance as doctoral candidate. The absence of a doctoral thesis agreement entails deregistration from university.