

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

Company Registry Number FN 215 003 g (Innsbruck Regional Court) UMIT TIROL GmbH
(Dated: 17.02.2020; Entry into force: 01.03.2020)

Attention: This is an English translation. The English version is for information purposes only. The original German version of these General Terms & Conditions is binding.

1. Validity:

Contracts for education and further training programs (university courses, certificate courses, seminars and specialist events (in short: programs)) concluded between UMIT TIROL - private university of health sciences and health technology GmbH (hereinafter referred to as “UMIT TIROL”) and the participants are based on the “General Terms and Conditions of the UMIT TIROL Academy“ (in short “GTC - Academy”). Notwithstanding, the GTC of the individual programs shall apply, as well as other regulations and provisions such as 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). Generally, these programs are extra-occupational specialist courses which last up to one year and participants will receive a confirmation for the successful completion of the program (e.g. a certificate) by UMIT TIROL.

2. Application for admission:

In general, there is a limitation to the number of participants admitted to the „UMIT TIROL Academy“ programs. Interested persons shall send a written request to UMIT TIROL (online; please note: pre-registration of the e-mail address is required). The application shall be submitted within the set time period and shall include the application documents required for the particular program. By submitting the application form, the participant accepts the “GTC – Academy” currently in force. Thus, the “GTC – Academy” become part of the contract. For the processing of the application, the applicant shall pay the indicated service fee, depending on the respective program.

3. Admission to programs (conclusion of contract), obligation to pay a participation fee:

Written applications will then be examined in accordance with the regulations currently in force. The applicant will be informed in writing whether participation is possible, or if he/she 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 (time of the conclusion of the contract). A later start to a program is possible in agreement with the competent office (see 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 concluded (conclusion of contract) and the participant is obliged to pay the indicated participation fee, depending on the respective programs.

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 contract was concluded at a distance, participants 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 via post to UMIT TIROL GmbH, Eduard-Wallnöfer-Zentrum 1, 6060 Hall in Tirol, Austria, or shall be sent via e-mail (to the competent office mentioned in the offer/ on the application form).

4.2 Consequences of withdrawal:

In the case of a valid withdrawal from the contract, an already paid participation 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 participant has used for the original payment, unless explicitly agreed otherwise with the participant. In neither case the participant will be charged a reimbursement fee. If the participant, at his/her explicit wish, has already consumed services provided by UMIT TIROL before the expiry of the withdrawal period, he/she has to pay a reasonable amount (in general an aliquot part of the participation fee) in the event of a rescission.



5. Participation fee, payment mode, course participation:

The participation fee becomes due at the latest 14 days after the date of the invoice. The participation fee will be invoiced to the participant 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, provided that the participation fee exceeds the amount of € 500,- per semester. In the case of payment by direct debit authorization, the fees will be debited from the bank account by the 5th of the month.

The 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 TIROL is entitled to charge interest on arrears as from the due date of payment. Payments shall be made free of charges to UMIT TIROL's Payment Office. Normally, the participation fee will be prescribed directly by UMIT TIROL. In case of a modification to this procedure, participants will be informed separately in the letter of admission.

In order to ensure the achievement of the training objective, UMIT TIROL is entitled – notwithstanding Pt. 7 lit. c – to exclude from participation any participant who compromises the program due to his/her behavior. Nevertheless, payment of the full participation fee shall be due.

6. Cancellation terms:

From the date of receipt of the written letter of admission, 25% of the participation fee will be charged as cancellation fee. In case of a cancellation up to two weeks prior to the start of the program, a cancellation fee equal to 50% of the participation fee shall be due. Upon commencement of the program, the participation fee shall be paid in full. A possible right of withdrawal as provided for in Pt. 4. shall not be affected thereby. In the case of non-attendance at the beginning of the respective program, the full participation fee is still due. A substitute participant, who must be nominated to UMIT TIROL by the original participant, can be accepted without additional costs provided that he/she fulfills the registration requirements to be examined by UMIT TIROL in accordance with Pt. 3.

Cancellations of applications shall only be effective if they are sent in writing (per post or e-mail – (to the competent office mentioned in the offer/ application form)); timely receipt of the cancellation request by the competent office is decisive.

7. Programs which last more than one semester:

7.1 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 the 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 shall be terminated following the provisions stated in Pt. 7.2: Termination of the contract.

7.2 Termination of the 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 a 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. In this case - if the request arrives after the before mentioned date - full payment of the participation fee for the following semester shall be due. Admission ends, except for an „early termination of the contract with good cause“ (Pt. 7.3), upon completion of the program or, prior to completion of the program, at the end of the last semester for which the prescribed participation fee has been paid.

7.3 Early termination of the contract by UMIT TIROL: The contract may be terminated by UMIT TIROL 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 respective course regulations, the Plagiarism Guideline, the Terms & Conditions of Use for UMIT TIROL's learning platform Moodle, the general house rules and IT guidelines of the TILAK Competence Center GmbH (TTC) - 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 made in writing, by registered mail, stating the reason. With the announcement of the termination the contract ends (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 TIROL 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 TIROL 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 before its beginning, participants are not entitled to damages or any other claims. If the program is cancelled within three days of its beginning, UMIT TIROL 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 TIROL without deductions.

9. Liability for items:

UMIT TIROL shall assume no liability for theft, loss or damage to participants' personal belongings, also, and in particular, valuables. The general house rules and IT guidelines, as amended, shall apply.

General provisions

10. Place of performance and jurisdiction:

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

11. Applicable law:

Any acts of legal significance between "UMIT TIROL 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 the "GTC – Academy" prove to be void or legally ineffective, the remainder of the provisions 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:

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

- a) Processing for the purpose of education and further training programs (programs) under Art. 6 (1) b) GDPR (initiation/performance of the contract): With the request to participate in education and further training programs at UMIT TIROL - private university of health sciences and health technology GmbH (Eduard-Wallnöfer-Zentrum 1, 6060 Hall in Tirol, Austria), the applicants' personal data (e.g.: name, address, date of birth, phone number, e-mail address, study-relevant data, bank account, certificates, CVs etc.) will be forwarded to UMIT TIROL in its capacity as controller pursuant to Art. 4 (7) GDPR and processed **via computer** (= computer-assisted). This processing is required **for the fulfilment of pre-contractual measures and the performance of the contract** and includes, in any case, UMIT TIROL-internal as well as UMIT TIROL-external forwarding of personal data for **training and billing purposes** via the IT systems used by UMIT TIROL. This includes, in particular, the forwarding of data, to the required extent, to internal and external teachers (name, e-mail address, student number (only for programs with ECTS credits), program-related data), other participants (name, e-mail address, program-related data), persons who are involved in the organization of the programs, as well as joint controllers and processors; for programs that take place in cooperation with other universities or institutions, data will be forwarded to the respective university or institution 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 program. This allows the UMIT TIROL participants life-long access to training-related data (examination titles and topics of scientific or artistic works, earned ECTS credits, results and names of examiners or reviewers, examination or evaluation dates as well as names and registration numbers of participants). Further personal data, in particular data of applicants who have not started training 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 specified e-mail address data) are automatically processed for UMIT TIROL marketing purposes (information about current developments, newsletter, brochures, information letters etc.) up to six times per year, UMIT TIROL internally as well as externally. 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 a program **until an objection is filed** (Art. 21 (1) GDPR) to datenschutz@umit-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 specified e-mail address data) 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 contract, it is conducted in the public interest for research purposes. Therefore, name and address data will be processed after completion of the respective program **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/>

14. **Additional oral agreements:**
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.
15. **„UMIT TIROL Academy“** is an organizational unit of UMIT TIROL - private university of health sciences and health technology GmbH (UMIT TIROL GmbH). The university shall be liable for all damage caused by the organizational unit and represents „UMIT TIROL Academy“, through the representative bodies, to the public.
16. **Changes to the “GTC - Academy”:**
UMIT TIROL's “GTC – Academy” can be changed at any time and are also valid for existing contractual relationships, provided that the modifications are reasonable, especially if they are minor and justified. Participants will be informed about any changes to the “GTC – Academy” and have the right to object to the modifications to the GTC within 4 weeks following receipt of that information, otherwise the modified “GTC – Academy” shall be deemed accepted. The current version is available on our Website www.umit-tirol.at → GTC/Regulations (or will be sent to the participant upon request).