

General Terms and Conditions (GTC) of UMIT - Private University of Health Sciences, Medical Informatics and Technology GmbH (LLC)

Eduard-Wallnöfer-Zentrum 1, 6060 Hall in Tirol/ Austria
Company Registry Number FN 215003 g (Innsbruck Regional Court)

(as amended on 25 August 2014; shall enter into force on 01 September 2014)

1. Application:
Study contracts concluded between UMIT - Private University of Health Sciences, Medical Informatics and Technology GmbH (hereinafter referred to as "UMIT") and students are based on these General Terms and Conditions of UMIT (in short "GTC"). 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 the "EWZ guidelines" (general guidelines and house rules) currently in force. (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 (online). The application shall be submitted within the set time period by means of the respective (online) "application form for admission to a study programme" 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 will acknowledge the receipt of the application for admission to a study programme via E-Mail. 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 (conclusion of the contract), obligation to pay tuition fees:
Applications for admission to a study programme will then be examined by the respective academic committees in accordance with the regulations currently in force (e.g. the respective Study and Examination Regulations, Doctoral Regulations). If the applicant is admitted to the study programme, the study contract will be concluded by means of a "letter of admission". With the conclusion of the contract arises the obligation to pay tuition fees, which hereafter will be invoiced each semester (amount and conditions of payment 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 14days 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'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 (for a prompt reply preferably for the attention of Study Management), Eduard-Wallnöfer-Zentrum 1, 6060 Hall in Tirol, Austria, or via E-Mail: lehre@umat.at (for Bachelor, Magister/ Master study programmes, as well as University training courses and Non-degree programmes) or doktorat@umat.at (for Doctoral programmes). The receipt of the declaration of withdrawal will be confirmed by UMIT 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 received the declaration of withdrawal. For



reimbursement, UMIT 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 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 arrangements – 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 programmes 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 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). 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 authorisation, except for the Bachelor- and Master-study programme Mechatronics and the Bachelor study programme Economics, Health and Sports Tourism. In case of payment by direct debit authorisation, the fees will be debited from the bank account by the 5th of the month. For each payment the complete 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.
- 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 May 1 at the latest. The student fee for the academic year 2014/15 including the special contribution comprises EUR 18.50 (student fee EUR 18.- and special contribution EUR 0.50). If tuition fees are paid on a monthly pro-rata basis (aliquot) by means of direct debit authorisation (pt. 5.2) the student's union fee shall be paid with the first rate.
- 5.4 Payment for both fees (tuition fee/ student's union fee) shall be made to UMIT's Payment Office without charges. Usually, 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.
- 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 programmes). In the case of stays abroad at UMIT 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. The fact that a student who is not on leave of absence does not use the services offered by UMIT 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/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 valid Study and Examination Regulations/ Doctoral

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



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)

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's Study Management (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 Study Management until 31 August; for a leave of absence during the summer semester the form shall be submitted until 31 January (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 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 August for the winter semester and by 31 January 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 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 programme ("enrolment"). During the entire period of leave of absence, the student ID card shall be deposited at UMIT's Study Management.

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 (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 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.



- 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's Study Management (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's Study Management (see pt. 4.). Such a request 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) in order to be considered in time (date as attested by UMIT'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 August but before 30 September or after 31 January but before 28/29 February, 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 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 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 education contract, for whatever reason, students shall return their student ID cards to UMIT's Study Management (see Pt. 4.).
8. Modification of services:
- 8.1 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, except from the service fee (see pt. 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 economy. Such adaptations or modifications do not entitle students to withdraw unilaterally from the contract.
- 8.2 Not yet accredited study programmes:
UMIT continuously offers new study programmes, following the latest developments in economy 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 respective authority. By adding the information "subject to approval by the respective 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 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 email address. From 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 pt. 4).
10. Liability for items:
UMIT 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.at -> GTC/Regulations).
11. Place of performance and jurisdiction:
The exclusive place of jurisdiction for any disputes between UMIT and its students shall be the local court responsible for UMIT's headquarters (Hall in Tirol), unless mandatory legal provisions provide otherwise.
12. Applicable law:
Any acts of legal significance between UMIT 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:
With their application, applicants give their consent to the electronic processing of personal data. Furthermore, upon admission to a study programme, the applicant or student 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, 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.umat.at -> GTC/Regulations (or will be sent to the student upon request).

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

² **Naturally, 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.**

³ **The 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.**

