

**Acknowledgement
General Terms and Conditions of eStudy Bachelor programs**

I hereby confirm that I have read and taken note of the General Terms and Conditions of eStudy Bachelor programs of the MCI Internationale Bildung & Wissenschaft GmbH overleaf and accept them as the basis of our contractual relationship.

Date, Place and Signature (Official stamp*)

*Where payment is to be made by your employer, you are kindly requested to have your application duly signed and stamped on behalf of the company.

General Terms and Conditions of eStudy Bachelor programs

All legal transactions concluded between MCI Internationale Bildung & Wissenschaft GmbH (hereinafter called MCI for short) and its contractual partners are based on MCI's "General Terms and Conditions of Business" as amended. With regard to individual study programs and events, the rights and duties of the contracting parties are further defined in additional information on the programs and events and other communications issued by MCI.

I. APPLICATION, REGISTRATION

The number of places available for eStudy Bachelor programs is normally limited. Applications must be made in writing and will be processed in the order in which they are received, although MCI reserves the right to rank applications regardless of the order in which they are received in order to achieve a didactically meaningful balance of students for the program or course involved. In making an application, the applicant gives explicit consent for his/her data to be subjected to computerized processing and for his/her name and address to be communicated in the interest of effective internal communications to fellow students, instructors and other persons involved in the organization of the study program or course, and also for his/her name to be divulged and photographs published in the framework of marketing and similar activities undertaken by MCI.

II. STUDENT FEES AND SCOPE OF SERVICES

Payment of student fees must be made within 14 days of the billing date or as SEPA direct debit payment. The participation fee includes any applicable value-added tax. For certain on-campus courses, they may also cover drinks in the breaks at the discretion of MCI. The fees do not include travel to and from the place of study, board and lodging, nor any other expenditures incurred by students. The scope of study and course days can be seen in the respective course and study plan and can include both, in class phases and online phases. Except where other provision is made in the information documents, Innsbruck is the place of fulfillment.

III. MAXIMAL DURATION OF ESTUDY BACHELOR PROGRAMS

The maximum duration for completing eStudy Bachelor programs is 48 months, starting from the day the participant receives access to the digital learning materials.

IV. RIGHT OF WITHDRAWAL

The applicant has the right to withdraw from this study contract within 14 days without giving any reason (see § 3 para. KSchG & § 11 FAGG para. 2 Z.1). The withdrawal period will expire 14 days from the day on which the applicant has received an official notice of admission. To exercise the right of withdrawal, the applicant must inform MCI of the decision to withdraw from this study contract and may use the withdrawal form for this purpose. If the applicant withdraws from this contract, MCI must return all payments received from the applicant no later than within 14 days from the date on which the notification regarding the applicant's withdrawal from this contract has been received by MCI.

V. CANCELLATIONS

On receipt of confirmation of acceptance of the application, a handling fee must be paid equal to five percent of the total course or study program fee. The handling fee will subsequently be deducted from the course or study program fee. Applications may be cancelled up to four weeks prior to the individually chosen and communicated start of the course or study program without payment of any fees or any other costs apart from the handling fee. In the case of cancellations made after that date, a charge must be paid equal to 50 percent of the course or program fee, which charge is not subject to the courts' right to abate damages payable. In the case of cancellations made within the last week prior to the start of the course or study program, this charge increases to 100 percent of total fees, but in that case the applicant is entitled to nominate a replacement student at the time of cancellation, subject to MCI's right to rank applications pursuant to section I above. Cancellations are only effective if made in writing and sent by registered letter. For the deadlines, the date of receipt by MCI is decisive. MCI reserves the right to cancel an eStudy Bachelor program at any time. In the case of cancellation up to three days prior to the indivi-

General Terms and Conditions of eStudy Bachelor programs

dual start of the course or study program, students have no claim to damages or any other claims against MCI. If cancellation is made within three days of the start of the course or study program, MCI will be liable – to the exclusion of all other claims – to make a refund to students for travel and accommodation expenditures supported by receipts except where the cancellation is caused by ordinary negligence, in which case no claims for damages can be entertained. In the case of a cancellation, all fees paid will be refunded by MCI without deductions.

VI. CHANGES TO PROGRAMS AND COURSES

MCI's range of courses and study programs is the subject of long-term planning and ongoing quality controls. Maintaining a high standard of quality presupposes a continuous process of adaptation. For this reason, MCI reserves the right to make changes to the contents, dates, times and venues of individual events and classes and also to faculty. No claims for damages can be entertained deriving from such modifications or any changes made at short notice.

VII. INTERRUPTING THE STUDY PROGRAM

The study program has been organized by the academic institution to enable students to complete their studies within the scheduled period in the normal case. In view of the objective of encouraging expeditious completion of the course, the course may only be interrupted for valid personal, professional or health-related reasons, those of which indicate an interruption of studies. Such reasons include pregnancy, military service or community service in lieu of military service, or a long period of serious illness. The study program may be interrupted for a maximum period of 12 months. A student wishing to interrupt his/her studies must make written application stating the reasons for the request. The decision on the request shall be taken by the Head of Studies on the basis of the relevant legal provisions. The student hereby affirms that he/she is aware of the fact that, as a result of interruption of the studies, significant changes may occur relating to the course of study (e.g. contents of the curriculum, time framework, designation of the study program and suspension of a form of a study program such as part-time/full-time, so forth).

VIII. COMMUNICATION

The student has to ensure effective communication in and outside of the place of study, i.e. to make available, to service and make regular use of the necessary means or channels of communication as instructed by the academic institution and to regularly call up the information thus communicated; in particular the student shall

- maintain and regularly service an e-mail account or similar communication facility as defined by the academic institution for the receipt and processing of digital information;
- make use of a personal computer or similar devices for data processing and electronic communication, in keeping with the standards defined by the academic institution;
- make use of the tools and software solutions employed by the academic institution for purposes of online teaching and examinations, etc. and participate actively in respective online classes and activities;
- regularly collect information from the notice board, the website, the Intranet, the student's own e-mail account, the student's individual pigeon hole at the academic institution or similar facility; information provided in such a way shall be considered to have been duly served pursuant to Austrian postal legislation and the Law on the Service of Documents;
- provide information and other materials that are the product of classes and are required for class work and/or quality assurance (e.g. presentations, video recordings, etc.);
- provide and continuously update personal data insofar as such data are required by the academic institution for the management of the studies; the student hereby gives explicit consent for her data to be processed by the academic institution and/or transmitted to third parties where necessary for the management of the studies, for the students' union at MCI or pursuant to legal requirements;

General Terms and Conditions of eStudy Bachelor programs

- provide the academic institution with a current postal and electronic address where service can be effected. Regardless of any other means and channels of communication available to the academic institution, communication from the latter shall be considered to have been duly served if sent to the last postal and e-mail address provided by the student. In particular, the academic institution is entitled to send payment invoices via electronic channels.

IX. LEARNING PLATFORM

The student must ensure that he/she has a computer/notebook with an up-to-date operating system and suitable, stable Internet access. The learning platform may only be used for study purposes. The transfer of rights of use or content to third parties is not permitted. When using the learning platform, the relevant laws, regulations and rights of third parties must be observed and complied with. All materials, content and media, including those in digital form, are subject to copyright protection. The participant is prohibited from copying and/or passing on in any form. The student shall bear personal liability for any possible infringement of copyright deriving from illegal and/or improper use of such documents and/or files and shall indemnify and hold harmless the academic institution as well as other parties concerned for any damages or loss resulting therefrom.

X. EXAMS

Examinations also take place online. The student will be monitored during the examinations by examination software recording video, audio, and/or screen activity. A valid identification document (ID card, passport, driver's license) is required for authentication. In addition to the equipment required for the examination (computer/notebook, stable Internet connection, webcam, microphone, etc.), the participant must also ensure that any software required for monitoring the examination is installed. Furthermore, the participant must ensure that examinations are taken in a quiet environment, that no headphones are used during the examination and that only the examination window is open on the computer/notebook. Written assignments are subjected to a plagiarism check using appropriate software solutions (e.g. Turnitin). The student agrees to the plagiarism check and must ensure that an „End User License Agreement“ of the software solution used, which may be required for the plagiarism check, is accepted when submitting a written paper.

XI. ELECTRONIC DATA PROCESSING

Our students' personal data is processed for the purpose of fulfilling study or further training contracts as well as the relevant legal regulations such as set out in the University of Applied Sciences Studies Act, Federal Act on Documentation in the Educational System or Federal Fiscal Code. Your studies-related data, including name, matriculation number, examination data, etc., is stored for at least 80 years in compliance with the University of Applied Sciences Studies Act, § 13, 8. All other personal data of the respective student file is stored for 30 years after graduation or withdrawal from studies. On its website, the academic institution regularly publishes data and information on graduates, including information on the study programs they have completed, the subject of their theses, and the partner universities at which they have spent a semester abroad as well as pictures in digital or printed form for communication purposes to the benefit of students, graduates and related stakeholders of the academic institution such as graduation ceremony, graduate brochure, website etc. The personal data may be processed based on the authorizations of the Austrian Research Organisation Act (Forschungsorganisationsgesetz) as well as the legitimate interests pursued by the academic institution. The student understands that his/her details such as name and address may be forwarded to other students, lecturers, students' representatives and to persons involved in the operations of the academic institution to facilitate communication within the academic institution. Student data may further be passed on to the following recipients outside of MCI for the purpose of fulfilling contracts and legal obligations: Federal Ministry of Education, Science and Research, Austrian Agency for Quality Assurance and Accreditation, Federal Ministry of Finance, Austrian Students' Union, MCI Student Council, tax offices, social security institutions, Austrian Study Grant Authority, and MCI partner institutions involved in studies abroad and double or multiple degree programs.

General Terms and Conditions of eStudy Bachelor programs

XII. LIABILITY

Students have no legal claim for a class to be held in the case of cancellation due to illness, force majeure or any other unforeseeable event. In such cases MCI cannot be held liable to make a refund for travel and/or accommodation expenses or loss of earnings. MCI can only be held liable for cancellation of a class in cases of intent or gross negligence. Nor can MCI be held responsible for (additional) costs incurred by students as the result of the rescheduling of canceled classes except in cases of intent or gross negligence. MCI can accept no responsibility for theft or loss of or damage to students' personal belongings including valuables that students bring to courses and study programs. The provisions of MCI's current House Rules apply.

XIII. LEGAL DOMICILE AND COMING INTO EFFECT

These General Terms and Conditions are effective as of 1 March 2022 and supersede all earlier versions. The competent court in Innsbruck has sole jurisdiction in the case of any dispute arising out of all agreements made between MCI and its contractual partners. Austrian law applies excluding any and all principles on conflicts of law pursuant to Austrian private international law.

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