

EXECUTIVE EDUCATION APPLICATION



Acknowledgement General Terms and Conditions of eStudy Courses

I hereby confirm that I have read and taken note of the General Terms and Conditions of eStudy Courses 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 Courses

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. REGISTRATION

The number of places available for eStudy compact courses is normally not limited. However, MCI reserves the right to exclude participants on the basis of legitimate interests of MCI (tax reasons, etc.). In making the registration participant 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 participants, 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. PARTICIPATION FEES AND SCOPE OF SERVICES

Payment of participation fee must be made upon registration via eps-Überweisung, Sofort-Zahlung or Credit Card. The participation fee includes any applicable value-added tax.

III. MAXIMUM DURATION FOR ESTUDY COURSES AND TERMINATION OF THE CONTRACT

The maximum duration for completing eStudy Micro-Credentials is 12 months, for eStudy Certificate Courses 24 months, starting from the day the participant receives access to the digital learning materials. The contractual relationship in question therefore ends automatically upon successful completion of the eStudy Micro-Credentials or eStudy Certificate Courses within the aforementioned maximum duration of study or upon expiry of the maximum duration of 12 months for completing eStudy Micro-Credentials or 24 months for completing eStudy Certificate Courses.

IV. RIGHT OF WITHDRAWAL

The participant agrees to get immediate access to all digital learning materials and acknowledges that, pursuant to § 18 para1 subpara 11 Fern- und Auswärtsgeschäfte-Gesetz (FAGG), his or her right of withdrawal according to § 11 Fern- und Auswärtsgeschäfte-Gesetz (FAGG) and § 3 Konsumentenschutzgesetz (KSchG) thereby expires.

V. CHANGES TO 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.

VI. 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;

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- 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;
- 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.

VII. LEARNING PLATFORM

The participant 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.

VIII. EXAMS

Examinations also take place online. The participant 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.

IX. ELECTRONIC DATA PROCESSING

Our participants' 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 completion of or withdrawal from the course.

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X. LIABILITY

Participants have no legal claim for a course to be provided 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 course in cases of intent or gross negligence. Nor can MCI be held responsible for (additional) costs incurred by participants as the result of the rescheduling of canceled courses except in cases of intent or gross negligence. MCI can accept no responsibility for theft or loss of or damage to participants' personal belongings including valuables that students bring to courses and study programs. The provisions of MCI's current House Rules apply.

XI. LEGAL DOMICILE AND COMING INTO EFFECT

These General Terms and Conditions are effective as of 1 July 2023 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.