

Student Agreement

for admission to FH JOANNEUM Gesellschaft mbH as a non-degree student

(Title) FAMILY NAME FIRST NAME/S (Title)

born on DD/MM/YYYY

on the Certificate University of Applied Sciences programme for further education **NAME** (course code)

I. Preamble

FH JOANNEUM as the provider of the Certificate University of Applied Sciences programme for further education offers students the technical and organisational means for the completion of the individual lectures necessary to successfully complete the programme. In order for the students to be able to develop their individual skills, they are taught and supervised by distinguished lecturers to ensure the highest possible quality standards with regard to occupational requirements.

II. Course fee, no refund

1. The Student undertakes to pay the programme fee per semester on time, according to the invoice received. If an academic year is repeated, the programme fee must be paid in full. If the planned duration of studies is exceeded, a fee of € 500 per semester will be charged, i.e. from the second semester above the planned duration of studies, taking into account a tolerance semester. The programme fee is no longer payable as soon as the planned duration of studies has been exceeded.
2. If the participant does not complete a semester whenever and for whatever reason, the programme fee and/or previous programme fees will not be refunded.

III. Data processing and data protection

FH JOANNEUM is entitled to process and transfer personal data in compliance with the applicable laws. This shall include in particular the right to process personal data for the performance of the contractual obligations of FH JOANNEUM or the Student and the obligation of FH JOANNEUM to process and transfer personal data in accordance with the provisions of the Education Documentation Act 2020 (BidokG 2020), the University & Higher Education Statistics & Education Documentation Ordinance (UHSBV) and the Austrian Student Union Act (HSG 2014). Further information according to Arts. 13 and 14 of the General Data Protection Regulation (GDPR) can be found on the FH JOANNEUM web page at <https://www.fh-joanneum.at/en/university/organisation/service-departments/continuing-education-and-student-administration/>.

IV. Start and end of contract, term of contract

1. The Agreement shall be effective upon signature by the Student.
2. Any modification of, and/or amendment to, this Agreement shall be made in writing to be valid. The same applies to any waiver of this written form requirement.
3. In the case of oral agreements, the contracting parties expressly declare to be bound by them only once they have been set down in writing.
4. There are no oral agreements with respect to this Agreement.
5. The Agreement shall terminate automatically and without further notice upon successful conclusion of the Certificate University of Applied Sciences programme for further education.
6. An application to suspend studies may be submitted subject to the conditions specified in the applicable Study and Examination Regulations of FH JOANNEUM.
7. The repetition of an academic year is possible under the conditions provided for in the applicable Study and Examination Regulations of FH JOANNEUM. If the Certificate University of Applied Sciences programme for

further education pursuant to § 9 FHG does not take place in the following year, it may be repeated at the next possible opportunity.

V. Applicable law, jurisdiction

1. This Agreement shall be governed exclusively by Austrian law excluding the UN Sales Convention and the conflict of law rules (e.g. Private International Law, IPRG).

Consumers: If the Student's habitual residence is not in Austria, Art. 6 (4) of the Rome I Regulation shall apply, which means that the service specified in this Student Agreement must be exclusively provided in Austria, not in the country where the Student has his/her habitual residence.

2. The sole place of jurisdiction for any disputes arising from or in connection with this Agreement shall be the competent court in Graz.

Consumers: Regarding complaints against consumers within the meaning of the Consumer Protection Act (KSChG) who have their place of residence or habitual residence in Austria or are employed in Austria, the place of jurisdiction within the meaning of Sec. 14 KSChG is the court district where the consumer has her/his place of residence, habitual residence or place of employment. If the contract was entered into with a consumer who is resident in a member state of the European Union (except Austria), Iceland, Norway or Switzerland, then the sole place of jurisdiction for any lawsuits filed against the consumer is the relevant local competent court.

VI. General Terms and Conditions

1. The present Student Agreement shall be governed explicitly by the "General Terms and Conditions for Certificate University of Applied Sciences programmes for further education at FH JOANNEUM Gesellschaft mbH", dated September 2021, comprising a total of 3 pages.
2. The Student may request to receive the General Terms and Conditions in paper form. They are also available for download at www.fh-joanneum.at.

If the Student qualifies as a consumer according to the Consumer Protection Act (KSChG):

The Student confirms that she/he has signed the Student Agreement in the business premises of FH JOANNEUM and has not concluded the contract via distance selling, electronically or by phone. The Student declares that she/he has been provided with all information required, in particular according to Sec. 5a KSChG prior to concluding the contract.

The Student hereby expressly confirms that she/he has read, understood and fully accepted the entire present Agreement and the General Terms and Conditions.

Graz,

Place, Date

Signature of Student

FH JOANNEUM Gesellschaft mbH
This document was generated automatically and is not signed.