

TRANSLATION
Student Agreement
for admission to
FH JOANNEUM Ltd.
as a non-degree student
on the
continuing higher education programme
PROGRAMM-NAME (Code)

This Agreement is entered into by and between

FH JOANNEUM Ltd.

FN 125888f, Commercial Register of the Regional Court for
Civil Matters in Graz

Alte Poststraße 149, 8020 Graz

hereinafter referred to as "FH JOANNEUM",

and

First Name Last Name

Date of Birth

Address

Postal Code City

Country

hereinafter referred to as "Student".

1. **Preamble**

FH JOANNEUM as the provider of the continuing higher education programme 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.

2. **Course fee, no refund**

2.1 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.

2.2 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.

3. **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/>.

4. **Start and end of contract, term of contract**

- 4.1 This Agreement is concluded upon the student's electronic acceptance of the terms via the FH JOANNEUM Campus Management and Applications Portal.
- 4.2 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.
- 4.3 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.
- 4.4 There are no oral agreements with respect to this Agreement.
- 4.5 FH JOANNEUM is entitled to terminate the contract without notice if the continuing higher education programme does not take place, for example due to an insufficient number of participants. The student must be notified of this in writing and any course fees already paid must be refunded.
- 4.6 The Agreement shall terminate automatically and without further notice upon successful conclusion of the continuing higher education programme.
- 4.7 An application to suspend studies may be submitted subject to the conditions specified in the applicable Study and Examination Regulations of FH JOANNEUM.
- 4.8 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 continuing higher education programme pursuant to § 9 FHG does not take place in the following year, it may be repeated at the next possible opportunity.

5. **Applicable law, jurisdiction**

- 5.1 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.
- 5.2 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.

6. **General Terms and Conditions**

- 6.1 The present Student Agreement shall be governed explicitly by the "General Terms and Conditions for continuing higher education programme at FH JOANNEUM Gesellschaft mbH", dated September 2022, comprising a total of 3 pages.
- 6.2 The Student may request to receive the General Terms and Conditions in paper form. They are also available for download at <https://www.fh-joanneum.at>.

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

The Student has the right, provided the conditions for withdrawal under the Consumer Protection Act (KSchG) or the Distance and Off-Premises Sales Act (FAGG) are met, to withdraw from this contract in writing within 14 days of the contract being concluded, without giving any reason.

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.

MUSTER