

General terms and conditions for participation in certificate programs, other programs, seminars and courses of the WU Executive Academy (As of: April 20, 2017)

All legal transactions concerning participation in certificate programs, other programs, seminars and courses between the Vienna University of Economics and Business (WU), WU Executive Academy, Welthandelsplatz 1, Building EA, 1020 Vienna (Austria), and its contract partners are based on these general terms and conditions as amended. With regard to the individual certificate programs, other programs, seminars and courses, the rights and duties of the contracting parties are defined more precisely by any information on programs or events or any other notification by WU, provided that such information or notification has been published in the WU Bulletin (*Mitteilungsblatt*) or on the website of WU or the website of the WU Executive Academy. Study regulations pursuant to the Austrian Universities Act (*Universitätsgesetz, UG*) as amended, relevant curricula or other published specifications, as amended, remain unaffected.

Certificate programs, other programs, seminars and courses referred to in these general terms and conditions mean all MBA programs, certificate programs, seminars, courses and other events offered by the WU Executive Academy.

I. Application and contract conclusion

The application for participation in the certificate programs or other programs is to be made online with the application form provided on the website of the WU Executive Academy. If no application form is provided, application for participation can also be made by e-mail sent to the WU Executive Academy. The application does not give rise to a right to participation.

It must be noted that participation in business organization-specific programs, seminars and events is based on the provisions of the offer of the WU Executive Academy or specified in a separate arrangement between the relevant business organization and the WU Executive Academy.

If required, the application is assessed in accordance with the admission requirements of the relevant certificate program, program or seminar (e.g. completed Austrian or equivalent degree program, minimum number of years of work experience, proof of good knowledge of the language of instruction, completion of an application interview). Following the positive assessment of the application and, if applicable, selection by the Academic Director of the program or the Academic Director of a specialization, the applicant will be offered a seat in a program or seminar ("admission letter"). The applicant will be admitted only after he or she has accepted the seat in a program or seminar by written confirmation within two weeks ("confirmation letter").

II. Tuition fee, services and place of fulfillment

II.1. Tuition fee

An administrative fee in the amount of € 200.00 (MBA and law programs) or € 100.00 (Professional MBA specializations in Health Care Management, Social Management and Public Auditing) is due for payment with the application. An administrative fee in the amount of

€ 20.00 is due for payment with the application for all other certificate programs. The administrative fee (“application fee”) does not count towards the tuition fee and will not be refunded.

Upon acceptance of an admission offer for a seat in the certificate programs, a confirmation fee in the amount of 10% of the tuition fee is due for payment (“seat confirmation fee”). The confirmation fee is to be paid within two weeks of receipt of the invoice and is fully counted towards the tuition fee. In the case of a subsequent withdrawal or termination, this amount will be forfeited and will not be refunded.

The tuition fee is to be paid in accordance with the agreement between the WU Executive Academy and the participant (“payment agreement”). If the participant’s employer assumes any costs, the employer must also be included in the payment agreement.

In the case that not all courses and exams required in the relevant curriculum have been passed by the end of the current program cycle, participants can take the missing exams or attend the missing courses in another certificate program or other program during the same program cycle or in one of the subsequent cycles. Attendance at courses, however, is only possible subject to the offer made, the seats available, and prior registration. For every course to be completed outside a participant’s regular program cycle, the participant is charged a fee of € 200.00 per day. If, after completion of the subsequent program cycle, not all courses or theses required in the relevant curriculum have been passed or positively assessed, the participant will additionally be charged € 400.00 for each further semester.

If the certificate program or other program is not successfully completed within five years from the start of the first program cycle, the right to attend courses and take exams expires. The right to attend and complete courses and take exams also expires if the certificate program is no longer offered. In both cases, tuition fees already paid will not be refunded.

II.2. Award of the academic degree/title/certificate

The academic degree or title or the certificate is awarded only after all courses have been successfully completed and (if required) the thesis has been positively assessed, and after the entire tuition fee or seminar fee and any other costs (e.g. further semesters, fees for modules completed outside the regular program cycle) have been paid. Furthermore, after having completed the required courses and the entire certificate program or other program or seminar, the participants are obligated to participate in the evaluation. In addition, participants must have attended all courses and other events in connection with the relevant program to the extent required in each case. Study regulations remain unaffected.

II.3. Study documents and other services of the WU Executive Academy

The tuition fee or seminar fee includes study documents to the customary extent. The study documents are provided electronically to the participants where possible. These study documents are intended solely for personal use and may not be published, distributed or passed on to third parties. Unless explicitly stated otherwise, textbooks are to be paid for separately by the participants, even if the textbooks are purchased from WU. Support programs and catering, if offered, are a voluntary additional service provided by the WU Executive Academy. The tuition fee or seminar fee does not include the participants’ travel, accommodation, food and insurance costs and other expenses.

Participants of certificate programs receive a password for their WU Account. The use of the WU IT systems is governed by the current IT and IT-security-related directives and policies of WU, which are available on the website of the Vienna University of Economics and Business at <http://www.wu.ac.at/en/it/security/policy>.

II.4. Place of fulfillment

Unless stated otherwise in the relevant program or event information, the place of fulfillment is Vienna (Austria).

III. Communication between the WU Executive Academy, participants and lecturers

The WU Executive Academy, participants and lecturers mostly communicate through e-mails and an online e-learning platform. Students at WU receive their own WU e-mail address. Any communication on the part of WU is sent to that e-mail address. Participants are obligated, for the duration of the certificate program, other program, seminar or course, to have a WU e-mail account so that study documents or other information can be sent and, for that purpose, to access the e-mails regularly or arrange for e-mails to be forwarded to another e-mail account. The WU Executive Academy is not liable for damages or expenses that participants incur because they do not receive information sent in that manner. If a participant is unable to have a valid e-mail account, it is solely the participant's responsibility to obtain information in another manner.

IV. Withdrawal, termination and cancellation

IV.1. General provisions

Withdrawals are only effective if made in writing and are recommended to be sent in the form of a registered letter; for compliance with the deadline, the date of receipt (with the exception of item IV.6.) by the WU Executive Academy is decisive.

The entire certificate program, program or seminar enrolled in represents an indivisible unit. Moreover, it is also necessary for the WU Executive Academy to maintain the total number of participants during the entire duration of the certificate program or program, in order to ensure the required interaction between the participants, group work etc. It is therefore not possible to terminate a contract with a duration of longer than two years. If, however, the participant is a consumer as defined by the Consumer Protection Act (*Konsumentenschutzgesetz, KSchG*), the consumer can terminate the contract for the first time at the end of the second year, subject to a six-month period, and subsequently at the end of each half-year, subject to the same period, pursuant to § 15 (2) of the Consumer Protection Act.

IV.2. Certificate programs and other programs

Participants may withdraw from a certificate program or other program no later than twelve weeks before its start without having to pay the tuition fee – but this does not apply to the administrative fee and the confirmation fee (item II.II.1). The administrative fee and the confirmation fee are forfeited in the case of withdrawal. If written withdrawal is later than twelve weeks before the start of the certificate program or other program, 40% of the tuition fee is to be paid as a cancellation fee.

The cancellation fee is not applicable if the person who has withdrawn names a replacement participant and if that replacement participant meets the corresponding admission requirements, subject to the ranking and selection authorization of the WU Executive Academy

(or the respective Academic Director of the program or the Academic Director of a specialization), is admitted by the WU Executive Academy, and has made complete payment. Until that time the person who has withdrawn is liable for the whole amount alongside the replacement participant.

If a participant withdraws after the start of the certificate program or other program, the whole tuition fee is to be paid. Admission of a replacement participant after the start of the certificate program or other program is not possible.

IV.3. Change of the Professional MBA specialization

In justified cases (e.g. career change to another industry), the Professional MBA specialization can be changed until the end of the first semester. This does not give rise to a right to such a change, but is at the discretion of the Academic Director of the relevant specialization or the Dean of the WU Executive Academy. Differences in tuition fees will be charged or refunded, as the case may be. Scholarships and other reductions of fees granted for a particular specialization cannot be automatically transferred to other specializations.

IV.4. Seminars

Participants and clients may withdraw from the seminar no later than three weeks before the start of the seminar without having to pay a cancellation fee. If written withdrawal is later than three weeks before the start of the seminar, 40% of the seminar fee is to be paid as a cancellation fee. If a participant withdraws in writing after the start of the seminar, the whole tuition fee is to be paid as a cancellation fee.

The cancellation fee is not applicable if the person who has withdrawn names a replacement participant and if that replacement participant meets the corresponding seminar requirements, is admitted by the WU Executive Academy, and has made complete payment. Until that time the person who has withdrawn is liable for the whole amount alongside the replacement participant.

IV.5. Cancellation by the WU Executive Academy

The WU Executive Academy reserves the right to cancel a certificate program, other program, a seminar or a course for important reasons, in particular due to the minimum number of participants not having been reached or if the achievement of the continuing education goals cannot be ensured. If such a cancellation is made no later than four weeks before the start of the certificate program or seven days before the start of the other program or seminar, participants have no right to damages or other compensation. In the case of a cancellation within four weeks or seven days before the start, the WU Executive Academy is liable for the travel and accommodation costs of the participants or the clients that have been spent by that time and cannot be cancelled. These rights to compensation do not apply to individual courses within a program or seminar that are cancelled on short notice. In the case of cancellation by the WU Executive Academy, the WU Executive Academy does not have to pay a cancellation fee; cancellation fees due to the written withdrawal of participants or clients remain unaffected. In the case of cancellation by the WU Executive Academy, tuition fees or seminar fees that have already been paid will be refunded without deductions.

IV.6. Distance selling

If the participant is a consumer as defined by the Consumer Protection Act and the contract was concluded exclusively by using one or more means of distance communication as defined in § 5a of the Consumer Protection Act, the participant has a right to withdraw from the

contract within a period of seven working days (Monday to Friday) from the day the contract was concluded. It is sufficient if the withdrawal is sent within the withdrawal period. It is recommended to send a registered letter.

V. Payment terms, default, interest

Payment of the tuition fee or seminar fee is due within fourteen days of receipt of the invoice (net cash without deductions). Non-attendance at individual courses does not entitle a participant to a reduction of the tuition fee.

The WU Executive Academy issues invoices in euros. The prices of the events that the WU Executive Academy itself offers, organizes and invoices do not include any value-added tax as the Vienna University of Economics and Business, as a university, is exempt from value-added tax pursuant to § 6 (1) item 12 of the Value-Added Tax Act 1994 (*Umsatzsteuergesetz 1994, UStG*). Events that are offered together with cooperation partners may include value-added tax. In the event of partial or complete default of payment, a processing fee in the amount of € 40.00 is to be paid in addition to statutory interest.

VI. Changes to services

The range of services of certificate programs, other programs, seminars and courses is subject to long-term planning and constant quality monitoring. Securing consistently high quality requires continuous adjustments, which is why the WU Executive Academy reserves the right to develop the curriculum or program of a seminar and make minor changes on short notice that do not change anything in the character of the certificate program, other program, seminar or course (e.g. adjustments to the contents, places, dates and times of events as well as to lecturers, partners, class sizes, and any additional services).

Such adjustments and any short-term changes do not entitle the participants to withdraw from the contract, to demand a reduction of the tuition fee or seminar fee, or to claim damages.

VII. Exclusion from participation

To ensure achievement of the continuing education goals, the WU Executive Academy is entitled to exclude participants from further participation in certificate programs, other programs, seminars and courses for important reasons (e.g. repeated, unexcused failure to attend, willful disruption of the course, default of payment). In that event, the right to attend and complete courses and the right to a refund of tuition fees already paid expires.

VIII. Liability

The WU Executive Academy does not assume any liability in the case of theft or loss of, or damage to, objects brought along to courses, in particular valuables and motor vehicles. Any misuse of software or hardware provided within the scope of a certificate program, other program, seminar or course can result in claims for damages and other compensation being made by the WU Executive Academy or third parties.

In addition, liability of the WU Executive Academy for damage in cases of slight negligence and force majeure is excluded. In the case of consumers, that exclusion of liability only relates to property damage caused by slight negligence pursuant to § 6 (1) item 9 of the Consumer Protection Act.

IX. Data protection

IX.1. General provisions

The participants acknowledge that the WU Executive Academy uses their personal data obtained at the pre-admission stage and during administration of the certificate program, other program, seminar or course in an automated manner to fulfill the contract.

Furthermore, participants, with their registration, agree that their names, telephone numbers, e-mail addresses and other personal data are forwarded to fellow participants, lecturers, persons of the WU Executive Academy entrusted with the organization of courses (Admissions, Examinations Office, Study Regulations Office), the cooperation partners of the WU Executive Academy that contribute to the certificate program, other program, seminar or course enrolled in by the participant, the relevant accreditation bodies (e.g. EQUIS, FIBAA, AMBA, AACSB), to administer the certificate program, other program, seminar or course, and to enable internal communication, and to the WU Alumni Club. Furthermore the WU Executive Academy takes the liberty to send participants information about offers from the WU Executive Academy by mail or by e-mail even after a certificate program, other program, seminar or course has been completed.

Pursuant to § 8 (1) item 2 of the Data Protection Act 2000 (*Datenschutzgesetz 2000, DSG*), participants can revoke their consent at any time. The WU Executive Academy treats all personal details of the participants as strictly confidential and uses those details only in the manner and for the purposes set out above. The Austrian Data Processing Register number of the WU Executive Academy is: 0012343.

IX.2. Disclaimers

In addition to Google Analytics, the website of the WU Executive Academy (<http://www.executiveacademy.at>) includes further social media applications that allow sharing content with others. When using these applications, your browser automatically connects to the relevant social networks. As part of this process, your browser transmits your IP address as well as other information such as cookies if you have already visited the relevant platform before. The Executive Academy prevents such type of data transmission as far as possible until you actually interact with one of the platforms. By clicking the relevant symbol, you indicate that you intend to communicate with the selected platform and acknowledge that information about you, such as your IP address, is transmitted to the relevant social network. For further information, please refer to the terms and conditions of the relevant network and the legal notice on the website of the WU Executive Academy at <https://executiveacademy.at/en/legal-notice/>.

IX.3. Film and photo rights

The photos provided by the participants with their applications are stored electronically and used for the purpose of organizing the certificate program, other program, seminar or course (e.g. for the Students' Guide, the Faculty Guide, Students' Yearbook and closed classes as part of the online e-learning platform). With the application for a certificate program, other program, seminar or course, participants agree that their photos are used for the above purpose.

Participants agree that, in the course of their participation in courses or events of the WU Executive Academy, photos as well as film and sound recordings will be produced and published on the Internet as well as on other image and sound carriers, which serve information and marketing purposes concerning certificate programs, other programs,

seminars or courses of the WU Executive Academy. Participants do not have a claim to remuneration for these publications.

Pursuant to § 8 (1) item 2 of the Data Protection Act, participants can revoke the consent they have given under data protection law to the use of their application photos, and photo, film and sound recordings produced at any time by notice to the WU Executive Academy. A revocation has the consequence that all photo, film and sound recordings will no longer be used in the future.

IX.4. Special provisions for scholarship holders

Scholarship holders agree to be available for any questions by interested parties and journalists. Furthermore, they agree to write a report on their experience in the context of a certificate program or other program every six months.

In addition, scholarship holders give their consent to the use of their statements and experience reports on the certificate program or other program and of their photo for marketing purposes.

X. Miscellaneous

Participants must immediately notify the WU Executive Academy in writing as well as via the WU Online Services for Students of any changes of their names, addresses and invoice addresses. If no notification of a change is made, correspondence is deemed to have been received by a participant if it was sent to the address or invoice address last made known.

XI. Place of jurisdiction and effectiveness

Austrian law applies, with the exclusion of its conflict-of-laws rules. The place of jurisdiction for all disputes arising from the legal transactions concluded between the WU Executive Academy and its contract partners is Vienna (Austria). Pursuant to § 14 of the Consumer Protection Act, the place of jurisdiction for an action brought against a consumer is based on the consumer's place of residence, habitual residence or place of employment in Austria.

If individual or several of the above provisions are ineffective, the remaining provisions remain binding. Ineffective provisions are to be replaced by provisions that best meet the purpose of the ineffective provision in a legally effective manner.

These general terms and conditions for participation in certificate programs, other programs, seminars and courses of the WU Executive Academy apply from April 20, 2017. The general terms and conditions in effect at the time the contract was entered into continue to apply to all legal transactions entered into before April 20, 2017.

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