

EXECUTIVE EDUCATION APPLICATION



Acknowledgement - General Terms and Conditions of Business of Customized Trainings Programs

I hereby confirm that I have read and taken note of the General Terms and Conditions of Business of Customized Training 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 Business of Customized Trainings 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 Executive Master programs and Certificate Courses 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. The participation fee includes any applicable value-added tax. Student fees cover a normal quantity of course materials. For certain programs and 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. 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 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 fourteen days from the date on which the notification regarding the applicant's withdrawal from this contract has been received by MCI.

IV. CANCELLATIONS

With the expiry of the withdrawal period mentioned under point III., 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 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 Executive Master program or Certificate Course at any time. In the case of cancellation up to three days prior to the 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.



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V. 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. For the duration of their courses and study programs, students undertake to maintain an e-mail account for the receipt of information, documents, etc. and to call up information from an Internet address supplied by MCI.

VI. 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.

VII. LEGAL DOMICILE AND COMING INTO EFFECT

These General Terms and Conditions are effective as of February 1, 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.

This English text is a translation of the German original. The German original is legally binding, and in case of doubt the original German text shall prevail.

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