

## General terms and conditions (AGB) of the eLearning Academy for Communication GmbH (eLAC) for cooperative courses according to § 9 Fachhochschul Study Act (FHStG)

### 1 Scope of application

The general terms and conditions apply to all service contracts concluded with eLAC for courses and courses in cooperation with a university or its subsidiaries. By registering for a course, the consumer (hereinafter referred to as participant) agrees to the general terms and conditions and is bound by them. For the courses, the respective study regulations as well as the Austrian university of applied sciences studies act are authoritative.

### 2 Registration and cancellation

Registration for a course must be in writing. To register, please use the ready-made form and fill it in completely. Submitted applications will be processed in the order in which they are received by the office. The binding decision (conclusion of contract) on admission to a course is made after reviewing and checking the submitted application documents, taking into account the existence of the admission requirements. The participant will be informed of this in writing by eLAC. eLAC reserves the right to request further information from a participant to determine his/her suitability for study. The participant must provide the additionally requested information within seven (7) days of receipt by eLAC.

If courses or parts thereof require or demand foreign language skills from the participants, these must be at least at level B2 of the Common European Framework of Reference for Languages, although C1 is recommended. The assessment, as well as any proof of necessary language skills (see paragraph 5) in case the required language level is not reached, is the sole responsibility of the interested party and is not subject to an examination within the selection and admission procedure. If one or more module supervisors, when assessing a (partial) performance, find that the language level required for successful completion has not been met, promotion to the next level is not possible. In the case of paragraph 4, either the acquisition of the corresponding foreign language skills at level B2 must be proven by means of relevant international certificates (TOEFL, Cambridge), whereby the certificate presented must not be older than a maximum of three years, calculated from the beginning of the semester in which the participants were enrolled; or the participants must make up for the acquisition accordingly. If the proof is not provided, eLAC reserves the right to terminate the contract. In this case, the participation fee will be refunded to the participant(s) on a pro rata basis depending on the modules started (these modules are not refunded on principle) including a processing fee in the amount of the extension fee.

### 3 Terms of payment, right of revocation and cancellation

Once a place has been granted and the invoice issued, the entire course fee (which is EUR 8,900.00) must be transferred. Partial payments are only possible after prior consultation with eLAC (an informal written application is sufficient). The following discount and payment models are available to the participant:

Payment model	Amount of the instalment(s)	Total costs	Note on fees and discounts granted	Due date
Single payment	x	EUR 8,722.00	incl. 2% discount	after conclusion of the contract
2 Payments	EUR 4,495.00	EUR 8,990.00	incl. 2% handling fee on the second instalment	after conclusion of the contract and after the 6th month
12 Payments	EUR 783.00	EUR 9,396.00	incl. 6% handling fee on the corresponding partial payments	after conclusion of the contract and thereafter on the first of each month
24 Payments	EUR 399.00	EUR 9,576.00	incl. 8% handling fee on the corresponding partial payments	after conclusion of the contract and thereafter on the first of each month

Any transfer charges or costs must be covered by the participants.

**Right of revocation:** The participant has the right to revoke this contract concluded via distance selling within fourteen (14) days without giving reasons. The revocation period is fourteen days from conclusion of the contract. After that, 100% of the course fee is due, regardless of early withdrawal or shortened duration of study. In order to exercise the right of withdrawal, the participant must inform eLAC of the decision to withdraw from the contract by means of a clear statement (e.g. a letter or e-mail sent by post). The participant can use the cancellation form which follows the general terms and conditions, but this is not mandatory. In order to comply with the cancellation period, it is sufficient for the participant to send the notification of the exercise of the right of cancellation before the end of the cancellation period. If the participant revokes the contract, eLAC must refund all payments received without delay and at the latest within fourteen (14) days of the day on which the notification of revocation of this contract is received. For this refund, eLAC will use the same means of payment or the same route that the participant used for the original transaction, unless expressly agreed otherwise. Under no circumstances will fees be charged for this refund. Any additional costs, e.g. for transactions in non-EU countries, will not be borne by eLAC. These are to be borne by the withdrawing party.

All prices stated on the homepage and the registration form are in Euro. The courses and seminars are tax-free in accordance with § 6 para. 2 Z 11 lit a UStG. Payment of the participation fee can be made by means of the options indicated on the registration form within two (2) weeks after registration. Payment by credit card is not possible. The costs arising from an unsuccessful direct debit based on a direct debit authorisation issued by the participant must be reimbursed by the participant. Activation of the learning management system (LMS, here: teaching/learning platform Moodle) for the participant takes place after registration.

Compliance with the agreed payment terms and the payment date(s) is an essential condition for participation and graduation. If the first reminder (delay in payment of more than four (4) weeks from registration) has expired without result, additional interest of four (4) percent (§ 1000 ABGB) will be charged on the amount in arrears.

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Furthermore, LMS access is blocked until payment has been made. If a second reminder (delay in payment of more than six (6) weeks) has expired unsuccessfully, a flat-rate reminder fee of EUR 40.00 will be charged additionally upon sending the third reminder. After fruitless expiration of the third reminder (delay in payment of more than eight (8) weeks), the claim is enforced in court. In this case, eLAC will demand payment of the entire outstanding amount, not just the instalment(s) in arrears, and will take legal action. Note on the special arrangement for discounts/rebates: If the participant is seven (7) days in arrears with the payment of the invoice, any discounts and rebates granted shall become null and void and shall be charged back.

The course comprises sixty (60) ECTS. This results in an average duration of eighteen (18) months of study with a normal annual performance of forty-five (45) ECTS in the context of a part-time course of study. In the case of full-time studies, graduation is possible after twelve (12) months. Such an application must be made to the course management. The total duration of the study is limited to twice the average duration of the study, i.e. thirty-six (36) months. In addition, the course may be interrupted twice for a maximum of twelve (12) months. The interruption must be requested from the course director, who will provide a form for this purpose. The reasons for the interruption and the intended continuation of the studies must be proven or made credible. The decision on the application shall take into account overriding personal, health or professional reasons. An application due to illness, pregnancy or completion of military or alternative civilian service that is of a longer duration and makes it impossible to study in the corresponding form, will be granted in any case. During the interruption, no examinations can be taken. Furthermore, the LMS access is blocked for this period. Likewise, an assessment or approval of bachelor's or master's theses is not possible for the duration of the interruption. During the interruption, no renewal fees are due. The course management decides individually on the concrete modalities of resuming studies. In the event of an interruption, it cannot be guaranteed, that studies can be continued in the same curriculum: After the circumstances that justified an interruption have ceased to exist, the participant must immediately apply for the resumption of studies without culpable delay. A resumption of studies is only possible, if the relevant course is in a form that allows for resumption at the time of the desired resumption and if an appropriate place is available.

Neither after an interruption nor in the event of a repetition is eLAC obliged - to the exclusion of any claims for damages by the participant - to offer the course again and/or continue to offer the course in the following years (after the start of the participant's studies) in the same or comparable form and thus to create the conditions for a repetition or resumption of the studies. eLAC therefore expressly reserves the right not to continue offering courses for whatever reason or to limit the number of participants. If a course is discontinued, eLAC will ensure that the participant has the opportunity to complete his or her studies within the regular study period.

The attendance fee includes the study for four (4) semesters or twenty-four (24) months (minimum duration two (2) semesters, plus two (2) tolerance semesters. One semester corresponds to six (6) months). The course of study begins upon receipt of the LMS access data. If the participant extends his/her studies beyond four (4) semesters or twenty-four (24) months, an extension fee of EUR 290.00 per semester will be charged. The course of study may be extended at most up to the maximum permissible duration of thirty-six (36) months (two (2) extension semesters or twelve (12) months). These are to be paid at the latest one month after invoicing to be able to continue the studies. Failure to pay the renewal fee within the time limit set will result in exclusion from participation.

In the event of termination or interruption of studies, there will be no repayment, not even a proportional one, of any study fees paid.

The contractual relationship between eLAC and the participant ends automatically upon the successful completion of the course by the participant, after a negative evaluation of the last possible repeat examination (commission examination), without a repeat of the academic year having been applied for and approved, and in the event of death.

If, after an approved interruption of the course of study, the course no longer takes place in a form that permits resumption or if the participant has not completed the course of study by the end of the double standard period of study at the latest, the contract will be terminated for good cause, whereby in this case, no grace period is required.

#### **4 Right of withdrawal eLAC**

eLAC reserves the right to postpone or cancel courses up to fourteen (14) days before the start for important reasons (e.g. insufficient number of participants). In cases of force majeure which not only make it more difficult but also render the execution of courses unfeasible, in particular in the case of unforeseeable overload of the telecommunications networks or failure to reach the minimum number of participants, eLAC is also entitled to cancel courses at shorter notice. In such cases, eLAC will endeavor to inform the participant immediately and, if requested, to rebook the course to another starting date. If the participant does not wish this, course fees already paid will be refunded. In the event of termination of the cooperation between eLAC and the Austrian Institute of Management of the FH Burgenland (AIM), the academic further education at the FH Burgenland cannot be continued on the basis of this agreement. Any claims of the participant beyond the legal claims arising from the legal obligation to return goods are excluded. Reimbursement of uselessly spent travel costs and other expenses will only be made if intent or gross negligence on the part of eLAC or third parties, which eLAC uses for the fulfilment of the contract, has led to the cancellation of the training. Under no circumstances will there be a refund of cancellation costs for hotel rooms.

#### **5 Termination for good cause by eLAC**

eLAC reserves the right to postpone or cancel courses up to fourteen (14) days before the start for important reasons (e.g. insufficient number of participants). In cases of force majeure which not only makes it more difficult but also render the holding of courses unfeasible, in particular in the event of unforeseeable overload of the telecommunications networks or failure to reach the minimum number of participants, eLAC is also entitled to cancel courses at shorter notice. In such cases, eLAC will endeavor to inform the participant immediately and, if requested, to request another start date. If the participant does not wish this, course fees already paid will be refunded. In the event of termination of the cooperation between eLAC and the Austrian Institute of Management of the FH Burgenland (AIM), the academic further education at the FH Burgenland cannot be continued on the basis of this agreement. Any claims of the participant beyond the legal claims arising from the legal obligation to return goods are excluded. A reimbursement of uselessly spent travel expenses and other expenses will only be made, if intent or gross negligence

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on the part of eLAC or third parties which eLAC uses within the framework of the fulfilment of the contract, have led to the loss of further training. Under no circumstances will there be a refund of cancellation costs for hotel rooms.

### 6 Retention of title

Until all claims against the participant have been settled in full, the service owed (both material and immaterial) remains the property of eLAC.

### 7 Austrian student union / ÖH contribution

In eLAC courses, which are completed by the FH Burgenland with an academic expert or master's degree of further education after all requirements have been met by the participant, the participant has the status of „extraordinary student“ of the FH Burgenland. In these courses, an ÖH fee is payable during the course of study. Insofar that the ÖH fee is due for payment on a semesterly basis, for organisational reasons it will first be paid by eLAC on behalf of the participant and will be invoiced to the participant at the end of the standard period of study (four (4) semesters or twenty-four (24) months), or in the event of premature termination of the course of study at the respective time of withdrawal, in total by eLAC. The issuing and sending of the final degree documents are linked to the participant's payment of the ÖH fees paid by eLAC in accordance with the preceding paragraph and can only be made after this.

### 8 Scope of services

The price includes the learning materials/training documents, examinations and examination fees provided by eLAC, including any retake fees (a failed final examination of a course can be repeated twice, the second repetition being a commission examination, which can be conducted orally, by telephone or in writing), advice for a participant during the course or training, supervision of certificates of achievement and master's theses, use of the LMS and the administrative course certificate. The participant is responsible for providing all other necessary technical or other resources (e.g. computer/laptop, internet connection, place to study). Any subsistence and travel expenses incurred for participation in examinations and courses are to be borne by the participant. The decision on repeating examinations that have already been passed is the responsibility of the course management. There is the possibility of a one-time repetition upon request to the course director. With the repeated start, the result of the first examination becomes void and only the result of the repeat start counts, even if it is worse than the result of the first start.

The speakers' scripts and other documents will be made available exclusively in electronic form. These are usually to be printed out by the participants themselves. Should a participant wish to have a printout made by eLAC, the cost price of the copies (this can be requested from eLAC) will be charged. Textbooks and legal texts or copies of textbooks and legal texts are also charged. In principle, the final documents are included in the price. However, if a participant loses the original, he or she can request a duplicate free of charge.

New additional services can be provided by eLAC and used by the participant in accordance with the provisions of his/her existing contract. eLAC reserves the right, however, to make the use of new services dependent on additional agreements or fees.

Duplicates of graduation documents may only be issued by the university after submission of a notice of loss and are marked as such. The application can only be made by the participant or the graduate him/herself.

eLAC reserves the right to make reasonable, minor changes to content, dates and participants within the scope of services, with which the participant expressly agrees. The participant will be informed of this in an appropriate manner, at the latest three (3) days before the start of the service. In the event of changes to deadlines, there is no claim to reimbursement of expenses of any kind (such as travel expenses, hotel costs, etc.), loss of earnings or any other damages and costs. The participant acknowledges that changes in the legal framework, further developments of the course or necessary adjustments to (inter)national developments may also result in changes (curriculum, title etc.) to the course. This does not affect the validity of the training contract or its other provisions.

The participant acknowledges and agrees that the type, scope and implementation of the courses as well as the content and methodological design are subject to the freedom of teaching.

In a continuing education course, examinations that have already been passed, can be submitted for the purpose of crediting pre-acquired knowledge in accordance with section 12 FHStG. The equivalence of acquired knowledge with the requirement profile of the course in question will be determined by the course management with regard to the content and scope of the knowledge to be credited. The crediting maximum is that the participant must complete at least 60 ECTS within the framework of the course (the crediting maximum of an expert course to the extent of sixty (60) ECTS is fixed at eighteen (18) ECTS); credits are therefore only awarded (with the exception of the above-mentioned expert course) if a course has more than sixty (60) ECTS. In any case, the crediting of a scientific work from a preliminary course of studies is excluded.

### 9 Obligations of the participant

The participant will take part in the courses defined in the curriculum, will take the scheduled exams and will comply with the personal attendance obligation and the active participation in the course of study. He/she will observe the examination and submission deadlines and the study and examination regulations brought to his/her attention by electronic publication on the internal internet platform; report illnesses and other circumstances which are of essential importance for teaching and study in writing (by post or e-mail) to the course management without delay; use the infrastructure provided by eLAC only for the purposes of study and under no circumstances for commercial purposes and indemnify and hold eLAC harmless in the event of misuse (any transmission of messages which endangers security or violates morality, harasses other participants or is harmful to others). Furthermore, the participant must not violate applicable law, and must not misuse the IT infrastructure; maintain absolute secrecy with regard to all information from and about other participants, research results discussed in the course and make it available or use course materials, research and development activities and results made available to him/her for personal use only and not pass them on to unauthorised third

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parties. Besides this, the participant should notify any changes to his/her name and/or address immediately in electronic form to give full details of the sources used in the writing of papers and to indicate those parts of a course work which are taken from other works in wording or meaning as borrowed, stating the source. All participants must comply with the general terms and conditions of eLAC, the study and examination regulations as well as the applicable house rules and in general not to interfere with the proper operation of the training company through his/her conduct.

### 10 Copyright protection

The participant acknowledges that the content in the LMS and other data carriers and learning content provided are protected by copyright. All text, video, sound and image rights are held by eLAC. The participant is expressly forbidden to pass on/distribute, or otherwise use these contents for any purpose other than his/her own private or research use (whether in return for payment or free of charge). Violations of this can be prosecuted under civil and criminal law. This also applies to the passing on of access data to LMS.

### 11 Data and data protection

The employees of eLAC are subject to the confidentiality obligations of the Data Protection Act (DSG). By registering, the participant agrees to the use and processing of his or her personal data in compliance with the provisions of the DSG for the purposes of course and examination management and to the sending of information in connection with vocational training until revoked. All data will be treated confidentially and will not be passed on to third parties under any circumstances.

The participant agrees that the data stated in the contract, namely name, address, e-mail address, telephone number, may be used by eLAC for accounting purposes, customer records and for sending information/advertising (e.g. newsletter). This consent can be revoked by the participant at any time. Furthermore, the use of the data for marketing purposes is exclusively anonymous and in the form of bundled data.

The participant transfers to eLAC, AIM and the University of Applied Sciences Burgenland the right to publish and distribute recordings (photo and video) or their reproductions for advertising purposes. Prior to each admission, appropriate information will be provided (e.g. group photo of the academic year) and the participant free at right not to participate. This right is unrestricted in terms of space, time and content, and it extends in particular to the use for all advertising areas relevant to training in modified or unmodified form as well as to the authority to grant third parties corresponding rights. The participant waives the right to be named and agrees, that his/her name may be mentioned in connection with the recordings or their reproductions. The right remains unaffected by the termination of the training contract.

Image and/or video material including audio recordings, which is produced by and/or the participant in the course of the training activity (in the context of lectures, internships, bachelor and master theses, etc.) is also processed by eLAC, AIM and the Burgenland University of Applied Sciences for use in teaching and for training and further education. In addition, the processing of image and/or video material including audio recordings concerning the participant (e.g. in the context of public events such as the graduation ceremony) may be used for marketing purposes without any claim to financial compensation. This processing is always carried out in compliance with the legitimate interests of the persons depicted. The processing serves exclusively for marketing purposes by using the most modern media with the use of picture and/or video material including audio recordings and ensures competitiveness in an essential way. The data will only be used to the extent necessary for the purpose of the company, in a comprehensible manner and in compliance with appropriate technical and organisational security measures for data protection.

Should the participant use, store or otherwise process data from third parties (videography's, images and other personal data) in the course of his or her studies, project or scientific work, the participant shall be deemed to have data and processing exclusively within the framework and for the purposes of the work which formed the basis for providing the information. This should under no circumstances be transmitted to third parties without written consent. Besides this, sufficient security measures are taken to prevent data from being used improperly or becoming accessible to third parties without authorization. After completion of the work for which the data are intended, all processing results and documents containing the relevant data are returned or destroyed.

Data required for the issue of certificates and duplicates will be stored by the University of Applied Sciences Burgenland, and on a voluntary basis also by eLAC, for thirty (30) years. Any additional data (for example: module grades, feedback, Moodle data, account data) will be kept for a maximum of seven (7) years after completion (graduation, termination) and deleted thereafter. After completion of the course, contact data will be stored for the purpose of alumni contact on the basis of personal consent.

### 12 Liability

eLAC is only liable for damage to property in cases of intent and gross negligence. Compensation for consequential damages and financial losses and for damages resulting from third-party claims against the participant is excluded. The participation fee already paid will only be (proportionately) refunded if the service (training and further training event) is thwarted (cancelled) due to circumstances for which the participant is not responsible. Further claims for compensation are excluded. No liability claims can be made against eLAC from the application of the knowledge acquired at eLAC. eLAC accepts no liability for personal items belonging to the participants. eLAC cannot accept any liability for printing or typing errors in its publications and homepage pages.

### 13 Rights of use and exploitation

All services created by a participant in the course of participation remain his/her intellectual property. However, the participant grants eLAC the exclusive, gratuitous and transferable rights of use, unlimited in time, content and space, in so far as the participant is entitled to these services (e.g. seminar papers, communication concepts, etc.), which he/she produces. If necessary, this also happens in cooperation with other participants and teachers within the framework of qualifications, while constantly respecting personal rights and taking into account the standards of good scientific practice, insofar as the participant is entitled to these rights on the basis of copyright or other intellectual property rights. The granting of rights extends to all known types of use which, according to the purpose of the qualification,

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are of significance for eLAC or the partner company for which the product is manufactured. This applies in particular, but not conclusively, to the production of press releases, websites, flyers, poster presentations, but also to electronic plagiarism checks by third party partner companies.

eLAC is also entitled (but not obliged) to publish a participant's final paper by mentioning his/her name. The right of the participant to independently publish the work remains unaffected. The right to publish is not associated with any claim to remuneration for the participant, is unlimited in time and space and also includes the following rights: the right to reproduce and distribute the work; the right to incorporate the work into databases, storage systems and the like and to make it accessible (also in electronic form) to third parties; the right to edit the work (in particular translation, shortening and/or splitting).

The participant must not undertake anything to violate any third-party industrial property rights in the production/provision of services and shall indemnify and hold eLAC completely harmless in respect of third-party claims. The participant further undertakes to conclude a separate license agreement with eLAC in each individual case with regard to the service concerned.

### **14 Change of personal data**

Any changes to data provided on the registration form must be notified to eLAC in writing within one month. If there is no notification of change in due time, the data last notified shall apply (this is particularly relevant in the case of changes of address with regard to the delivery of documents).

### **15 Validity of the General Terms and Conditions**

These terms and conditions apply to participants who have registered as of March 12th, 2020.

### **16 Change of personal data**

Any agreement deviating from or supplementing these General Terms and Conditions must be made in writing. This also applies to any waiver of the written form requirement.

Should any provisions of this contract be or become void or ineffective, the validity of the remaining provisions shall not be affected thereby. The void or ineffective provision shall be interpreted or supplemented in such a way that the economic purpose intended by the void or ineffective provision is achieved in the best possible way. This also applies to possible loopholes in the regulations.

Any declaration in the course of terminating a contract must be made in writing to the last known delivery point or by e-mail to the last given electronic delivery address. This shall also apply in the event of termination of the contract by mutual agreement. In the event of unilateral termination by eLAC, reasons for termination must always be given.

### **17 Validity of the General Terms and Conditions**

Austrian law applies exclusively (Art 3 Rome I). Insofar as the consumer or consumer protection regulations do not exclude an optional court of jurisdiction, the local jurisdiction of the court with subject-matter jurisdiction for the registered office of eLAC (Eisenstadt) shall be agreed.

## Withdrawal form

If you want to cancel the contract, please fill out this form and send it back.

**To:**

**eLAC - eLearning Academy for Communication GmbH**

Thomas-A.-Edison Straße 2  
7000 Eisenstadt

E-Mail: [anria.brandstaetter@elac.academy](mailto:anria.brandstaetter@elac.academy)

I/We (\*) hereby revoke the contract concluded by me/us (\*) for the provision of the following service:

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.....  
.....

Registered on:

.....

Name of the consumer(s):

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Address of the consumer(s):

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Signature of the consumer(s) (only for paper notification):

.....

Date:

.....

*(\*) Please cross off what is not applicable.*