

## General Terms and Conditions

(hereinafter referred to as "GTC") for the participation in postgraduate training and in further training programs (hereinafter referred to as "further education") of

**Karl Landsteiner Privatuniversität für Gesundheitswissenschaften GmbH**

(hereinafter referred to as "KL"),  
in framework and under the brand **KL Academy**

(Version of 26.01.2023 comes into force on the day of publication)

### 1. Application

1.1 For all registrations for further training programs of Karl Landsteiner Privatuniversität für Gesundheitswissenschaften GmbH in the framework of KL Academy (in the following KL) by consumers and entrepreneurs, the following General Terms and Conditions (GTC) are applied. These GTC are also applied to companies in the currently valid version for future business relationships, without having to point this out again. KL does not recognize deviating conditions of the participant or the company, unless KL has agreed to their validity in writing. Alterations by the participant or the company of the documents (e.g. Further Education Contract) are not valid.

1.2 The GTC regulate the mutual rights and obligations of the contracting parties.

### 2. Contract language

The Language available for the conclusion of the contract is English or German.

### 3. Place of further education

The postgraduate and further training courses are offered as face-to-face and/or online courses. If participation in presence is prohibited by the authorities for legal reasons, a possible rebooking to the online lessons is considered as agreed.

Place of further education is Karl Landsteiner Privatuniversität für Gesundheitswissenschaften GmbH (KL), Dr. -Karl-Dorrek-Straße 30, 3500 Krems, or other locations to be specified by KL.

#### **4. Registration**

The binding registration takes place online via Open Campus or by e-mail to the program management and will be in the order of arrival. Minimum and maximum numbers of participants apply to the further education program (see item 9).

#### **5. Contracting party, registration, conclusion of contract**

5.1 Contracting party is KL. The presentation of the planned further education program on the homepage of KL does not constitute a legally binding offer, but a non-binding online catalog. In the case of seminars and short further education programs:

By accepting the GTC of KL and clicking the booking button, the participant ~~you~~ submits a binding registration for the selected further education program. KL will send the confirmation of receipt of this order by e-mail to the participant.

5.2 If attending a further education program is subject to certain admission conditions, these are listed separately and must be proven by the participant on uploading the relevant documents when registering.

5.3 If all requirements are met (in the case of postgraduate programs) KL will send the participant a further education contract. The further education contract must be signed by the participant and returned within 14 days. The contract is deemed to be binding upon receipt of the signed offer by KL.

#### **6. Participation fee**

6.1 At the same time as the contract, KL will send the participant(s) an invoice. Payment is made to the KL account (incoming) within 14 days of signing the training contract, stating the data given on the invoice and the name of the program. With the receipt of the participation fee, the study place is reserved.

6.2 If a further education consists of several parts, the registration for this is only possible in its entirety. The participation fee for the first part of the training must be transferred to the KL account (incoming) within 14 days of signing the further education contract. The participation fee for the following training parts must be transferred ~~is~~ to the account (incoming) one month before the beginning of the respective part.

6.3 For further education according to University Courses § 10a PrivHG the participants take part in the as non-degree students. Tuition fees are determined and invoiced in advance of each semester. Information on payment deadlines is included with the payment request. The tuition fees are payable in euro without deductions by the due date. Students shall bear the cost of any bank transfer fees. In addition to the tuition fee, each semester students attending a KL degree program will be charged the students' union dues and any extraordinary contributions due to the Österreichische

Hochschüler\_innenschaft (ÖH) [Austrian National Union of Students]. These contributions are set by ÖH and collected by KL, which passes them on to ÖH.

## **7. Cancellations/Rebookings**

7.1 Cancellation can only be made in writing.

7.2 In case of cancellation within one month before the start of the training, 30% of the participation fee will be charged as a cancellation fee. A replacement person can be named with the consent of the program management. In this case, only a processing fee of euro 50 will be charged.

7.3 In the case of cancellation on the (first) day of the further education or in case of no-show, the entire fee will be charged.

7.4 Notwithstanding the provisions of points 7.1. to 7.3., in the case of education contracts concluded solely by means of distance selling or outside business premises, customers are entitled to withdraw from the further education contract without giving reasons within 14 (fourteen) working days of conclusion of the contract, pursuant to -section 11 Fern- und Auswärtsgeschäfte-Gesetz (FAGG) [Distance Selling Act]. In the case of education contracts, the withdrawal period begins on the day following ~~of the~~ conclusion of the contract. Delivery of the notice of withdrawal by post, fax or e-mail within this period is sufficient for compliance with the deadline, whereby the postmark or the date of transmission of the notice of withdrawal by e-mail or fax is decisive. In this case any tuition fee paid will be refunded promptly, at the latest 14 (fourteen) days after receipt of the notice of withdrawal.

## **8. Confirmation of participation**

Without prejudice to the ordinance on Medical Continuing Education (due to the §§ 49 Abs.1 and § 117b Abs.1 Z 21 i.V.m. § 117b Abs.2 Z 9 lit.a Medical Act (Ärztegesetz 1998, BGBl. I Nr. 169/1998 i.d.g.F.) or other stipulations, letters of confirmation will be issued free of charge for participation in the further training if the participant has attended at least 75% of the further training.

## **9. Changes of services provided**

9.1 KL reserves the right to cancel or postpone further education. This does not result in any claims for the participants, This regulation can also be applied in the case of failure to attract the minimum number of students or if the speaker falls ill . In the event of a cancellation, all participation fees paid will be refunded. Any possible Processing fees will not be refunded.

9.2 KL likewise reserves the right to amend the organisation and content of its further education programs. KL is entitled to modify the content of further education programs in view of developments in

science, teaching and research in Austria and abroad. KL will carry out such modifications provided that they do not jeopardise the educational objectives.

9.3 In the event that KL makes changes in accordance with point 9.1 and/or 9.2 above, any claims against KL by students on any legal grounds whatsoever are excluded, unless changes made are not expressly provided for in point 9.1 or 9.2 above. In particular, students are not entitled to terminate the Education Contract, pay a reduced tuition fee or claim compensation for damages as a result of changes made by KL.

9.4 KL can declare the termination of the contract at any time if the further training has to be interrupted or terminated due to natural hazards (fire, flooding, etc.) or an official order.

## **10 Premature termination of the further education contract**

10.1 13.2 KL may terminate the Education Contract at any time on significant grounds. Significant grounds include:

10.1.1 Late or incomplete payment of the due participation fees.

10.1.2 The participant's non-compliance with regulations and policies set out by KL in addition to these GTC in order to ensure the smooth implementation of further education programs (e.g. house rules or the regulations of the university hospitals)

10.2 With the conclusion of the further education contract, the right to payment of the entire participation fee arises to KL. If the contract is canceled due to a significant ground, the entire participation fee still outstanding becomes due immediately. In the event of premature termination of the further education contract due to a significant ground, the proportionate participation fee will not be repaid.

10.3 In the case of early withdrawal or delayed entry to the further education program reductions in price do not apply.

## **11. General provisions for practical further education program**

11.1 Participants are responsible for complying with the regulations and policies set out by KL, any house rules and hygiene guidelines or hygiene requirements at the respective places of further education training and must follow the instructions of the KL and hospital staff.

11.2 Participants comply with the interests of KL, the university hospitals or other places of further education training, their employees, their patients and their other stakeholders and not interfere with ongoing processes.

11.3 In the case of non-compliance with regulations and policies of KL or university hospitals participants can be excluded from participation in practical training lessons. In this case, KL is entitled to refuse the confirmation of participation or terminate the further education contract, see item 10 above. The participant acknowledges that the unauthorized copying of exam questions, exam contents, consultation protocols and transcripts, personal patient data (e.g. medical history) as well as unauthorized video recording or photography by participants is strictly prohibited.

11.4 Before the practical training starts, participants will inform themselves about the possibility and necessity of liability insurance and, in the event that liability risks exist, they will take out liability insurance that they consider sufficient.

## 12. Duty of confidentiality

12.1 The participants agree to keep strictly confidential all information, data, and messages received during the course of the further education program ("confidential information"), as well as information obtained during their further education training at KL, at a KL cooperation partner (especially the St. Pölten, Krems and Tulln university hospitals), or at another teaching institution attended during the course of the further education program, regarding the institution, its employees, its patients and their relatives and in particular to comply with all relevant legal provisions relating to hospitals and professional rules in respect of duty of confidentiality (in particular medical confidentiality) and obligation to secrecy.

The participant's duty of confidentiality also applies in respect of each respective educational institution (e.g. university hospital, teaching hospital, teaching medical practice, and any location where a clinical traineeship and practical training are completed). In this regard, the student declares that he/she/n has obtained information about and is aware of the duty of confidentiality to be observed. In case of doubt, information is to be treated confidentially. Any information that becomes known to the student, and which the student deems not to be confidential, must not be passed on to third parties without first consulting the further education program manager with regard to the nature and content of the information concerned and the duty to treat the information confidentially. The participants acknowledge that unauthorized copying of consultation protocols, transcripts, personal patient data (e.g. medical history and examination documents) as well as unauthorized video recording or photography is strictly prohibited.

12.2 Participants comply to use all confidential information exclusively within the framework of the further education. Any kind of disclosure of confidential information to third parties is not permitted. The obligation of confidentiality does not exist with regard to information that was already public knowledge at the time it was obtained, or that participants were already lawfully aware of, or that is made public by law or by court or official order.

12.3 This confidentiality obligation still applies after completion of the further education training.

### **13. Duties of the participants**

13.1 Changes to personal data must be communicated immediately in writing to the program manager. If a participant fails to notify KL of such changes, any documents will be deemed to have been delivered to the participant if they are sent to the most recent postal address provided to KL, or in the case of electronic transmission to the e-mail address allocated by KL

The participant(s) must create the technical prerequisites in order to be able to use the platforms, if any, to call up information and to be able to communicate with them. The platforms are web-based and available via the common browser versions. The participant(s) undertake(s) to use the online platforms that may be made available for the further education.

13.2 It is expressly noted that redistribution of literature reproduced in the course of further education and made available on the intranet to persons other than course participants, regardless of the manner and technical means (physical or digital, online and offline), is prohibited by copyright. Furthermore it is prohibited to distribute examination questions to other persons, including other participants in the course of further education. KL reserves the right to claim damages caused by any violation of this provision.

### **14. Liability/compensation**

14.1 KL is liable only for damages caused by willful intent or gross negligence of KL. Any liability for minor negligence, compensation for consequential and financial losses, lost profits and damages from claims of third parties are excluded.

14.2 KL accepts no liability for theft or loss of items brought along, in particular valuables.

14.3 Participants act on their own responsibility within the framework of the further education. KL is not liable for any third-party damages caused by participants, in particular for third-party damages caused during clinical internships, and the participant is required to indemnify and hold KL harmless in such cases.

14.4 Furthermore, KL is not liable for damages incurred by participants due to the delayed implementation of further education measures and/or the non-implementation and/or continuation of further education programs, whether for economic, organisational or other reasons KL's liability for changes according to item 9 of these GTC is also excluded.

14.5 Misuse of software and/or hardware provided as part of a further education requiring specific equipment may result in compensation claims on the part of KL and/or third parties. The participant undertakes to indemnify and hold KL harmless from such claims of third parties. Hardware and/or software provided in the course of a further training programme are to be used exclusively for participants-related purposes.

## 15. General Provisions

### 15.1 Jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with the contract concluded with KL is the competent court in the principal place of business of in Krems an der Donau, unless this agreement on the place of jurisdiction conflicts with mandatory statutory provisions.

### 15.2 Applicable law

. The contractual relationship between KL and the participants is governed exclusively by Austrian law, excluding the conflict of law rules of private international law.

### 15.3 Severability clause

Should one or more provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The contractual partners are obliged to replace ineffective provisions with new effective agreements that come as close as possible to the original purpose of the contract. The same applies to a regulatory gap.

### 15.4 Written form requirement/oral collateral agreements:

Changes to the contracts concluded with the participants on the basis of these GTC require a document (written form) made by all contracting parties, whereby this also applies to the agreement to waive the written form requirement; there are generally no oral collateral agreements.

### 15.5 Regulations/Policies

In order to achieve a smooth process, KL is entitled to issue and amend guidelines and regulations for the organizational processing of the further education in particular house rules, fire protection regulations, safety regulations and usage regulations, which the participants undertake to comply with by accepting these General Terms and Conditions. The same applies to guidelines issued by university hospitals and other institutions. Non-compliance constitutes grounds for termination within the meaning of item 10.1.2 of these General Terms and Conditions.

## 16. Copyright

16.1 All documents provided by KL in electronic and/or physical form remain the sole intellectual property of KL or the respective authors. Participants have only limited rights to use the documents for their own personal use and for their own research purposes. Without exception, reproduction and other forms of exploitation of any kind require the written consent of KL or the authors. Participants are obliged to fully indemnify and hold KL harmless against any such claims asserted by third parties.

16.2 All examination questions of any kind provided by KL in electronic and/or physical form remain the sole intellectual property of KL. Without exception, reproduction of examination questions and other forms of exploitation of any kind require the written consent of KL. In all cases of breach of the

regulations on reproduction and/or exploitation, participants are obliged to fully indemnify and hold KL harmless, and, without prejudice to further claims of KL, in particular claims for damages, to reimburse KL in full for the costs of any necessary revision and/or rewriting of multiple-choice tests.

16.3 All work created by participants in the course of further education remains the intellectual property of the participants. Participants transfer, free of charge, to KL the unrestricted right of use for all forms of exploitation, including editing and the right to use in online networks, in particular on the Internet. The right of the participants to use the work remains unaffected by this.

### **17. Photographs/film recordings/data protection:**

Image and sound recordings:

Recordings of further education sessions in image and/or sound (by whatever tools) are not permitted without prior approval from KL.

The participants agree that they may be filmed in the course of further education for documentation purposes and any image and sound recordings made internally by KL may be used without limitation in terms of time, space or content (e.g. for teaching and research), in particular as audiovisual products on the Internet via password-protected systems. There is no claim to remuneration.

Data protection:

With the online registration for further training education KL gives its consent to the automated processing of the data of the respective participants. Furthermore, upon conclusion of the contract, participants agree that their address data may be passed on to lecturers and persons who are entrusted with the organization of the further education by KL in order to facilitate internal communication.

If photos and/or film recordings exceeding the documentary interest of KL are to be used - for example in the course of marketing and similar activities (photos, film and sound recordings, if necessary with) - KL will ask for the participants' consent in advance.

See also the "Privacy Policy Further Education of the KL Academy" on the KL homepage

(<https://www.kl.ac.at/en/dsgvo-basic-data-protection-regulation>).

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Date, Name Signature