

General Terms and Conditions of Contract for Micro-Credential Programs (MCPs) at the University for Continuing Education Krems (UWK)

1. Registration

Registration for Micro-Credential Programs (MCPs) of the University for Continuing Education Krems (UWK) is done via the relevant MCP website. By submitting the registration, it will become legally binding on the participant.

If the number of participants is limited for a relevant MCP, the registrations will be considered in the order in which they are received.

After checking the registration, UWK will send written confirmation of registration to the participant; the contract will be concluded in this way.

2. Course fee and payment modalities

The most recent course fees published from time to time shall be paid for participation.

The course fee shall be paid by bank transfer to the UWK bank account (IBAN AT08 1100 0039 7404 1000, BIC BKAUATWW) within the deadline specified by the relevant MCP upon receipt of the invoice by stating the invoice number and the title of the MCP. Bank charges that may be incurred in connection with the transfer must be borne by the participant.

Participation shall only be possible if the course fee has been received in full in advance.

UWK reserves the right to send invoices, payment reminders and dunning letters in electronic form by email. In the case of late payment the participant will be charged late payment interest of 4% p.a. plus dunning charges.

3. Additional costs and cancellation fees

Where examinations are scheduled as part of MCPs, the agreed course fee shall cover a maximum of one attempt. From the second attempt, UWK shall be entitled to charge a reasonable additional examination fee for that retake and any other retakes. Participants will be informed by email about the additional costs resulting as part of their registration for retakes.

Registration may be cancelled up to the registration deadline advised for the relevant MCP and must be done in writing by email to the UWK contact person advised for the MCP. In that case participants will be required to pay a cancellation fee amounting to 30% of the course fee.

If registration is cancelled after the deadline for registration advised, the full course fee shall be payable.

4. Organisational changes; Cancellation of MCPs

UWK reserves the right to make necessary modifications at short notice, such as to change the program venues or to postpone the program, and other necessary organisational changes. This concerns, but is not limited to holding the program (in whole or in part) via electronic means of communication and necessary modifications due to current measures to prevent the spread of pandemics, etc.

Such changes shall entitle the participants neither to cancel the registration nor to a reduction in the course fee, or to claims for damages, etc.

The teaching content and all documents, presentations, etc. made available in connection with participation in MCPs are and shall remain the sole intellectual property of UWK or the relevant rights holders, and are made available exclusively for the personal use of those who have taken part in the MCP. Any use of the works beyond their statutory free use (e.g. making single copies of documents made available for one's own use, citing specific passages of a publication, etc.) and thus any misuse of documents of UWK in violation of the provisions of the Austrian Copyright Act [*Urheberrechtsgesetz/UrhG*] without the express written consent of UWK or of the authors or rights holders shall be prohibited and may lead to claims for damages on the part of UWK or third parties.

Participants may not take photos or make video or sound recordings during MCPs without the express written consent of UWK or of the relevant authors or rights holders.

7. Privacy Policy and correction of personal data

By registering, the participant agrees to processing of the personal data provided by them for preparing, carrying out and handling the MCPs by UWK. For further information on data processing please refer to the Privacy Policy www.donau-uni.ac.at/en/university/privacy-policy of UWK.

UWK complies with the duty to provide information under the GDPR, in particular regarding the sending of information and promotional material, by publishing the relevant notices (*inter alia*) on our website at www.donau-uni.ac.at/en/university/privacy-policy. Consent to receiving information and promotional material may be withdrawn at any time by sending an informal email to the contact person responsible for the MCP.

By submitting their registration, the participant acknowledges that they have read the Privacy Policy.

Changes of the personal data or service address of the participant must be notified in writing to the UWK contact person advised for the MCP immediately, including all corresponding documents. If no change is notified, the address most recently advised will be deemed the valid (email) service address.

8. Venue

Unless otherwise stated in the relevant program information, on-campus courses will be held on the UWK premises at Dr.-Karl-Dorrek-Strasse 30, 3500 Krems.

The house rules of UWK as amended from time to time shall apply (www.donau-uni.ac.at/en/university/service/infopoint).

9. Miscellaneous; Place of jurisdiction; Effectiveness

The exclusive place of jurisdiction shall be 3500 Krems. Austrian law shall exclusively apply; the conflict of laws rules of private international law shall be excluded.

Moreover, UWK reserves the right to cancel MCPs and will endeavour to inform participants thereof in writing as soon as possible. In that case any course fee already paid will be refunded. The participant shall have no additional claims in this regard.

5. Liability

UWK shall be exclusively liable for damage caused by wilful or grossly negligent conduct of its staff or agents, or of cooperation partners. Liability for slight negligence, consequential damages, pecuniary damages, compensation for lost profit, frustrated expenses or damage arising from third-party claims shall be excluded. Such limitation of liability shall also apply to personal liability of UWK's staff or agents, or cooperation partners.

6. Rights of use

All works created individually by participants themselves in connection with the MPC shall remain the intellectual property of the participants.

The participant shall grant UWK a free-of-charge right to use the work for all types of exploitation, including the right to edit and to use the work in online networks, in particular on the internet, which right shall be unlimited in terms of time and territory. Any use of the work by the participant himself shall not be restricted thereby.

By registering, the participant agrees that UWK may check by means of suitable electronic control measures whether written works of the participants are in conformity with the rules and principles of good scientific practice and are free from unauthorised exploitation of third-party intellectual property.

10. Distance selling

If the participant is a consumer as defined in the Austrian Consumer Protection Act [*Konsumentenschutzgesetz/KSchG*] and if the contract was concluded via distance selling, the Austrian Act on Distance and Off-Premises Transactions [*Fern- und Auswärtsgeschäfte-Gesetz/FAGG*] provides for a statutory right of withdrawal entitling the participant to cancel the present contract with UWK with no obligation to state reasons within fourteen (14) days of conclusion of the contract. In order to exercise the right of withdrawal the participant must notify the relevant UWK contact person by means of an unambiguous statement and by referring to the *FAGG* either by post to the University for Continuing Education Krems, Dr.-Karl-Dorrek-Strasse 30, 3500 Krems, or by email to the relevant UWK contact person (firstname.surname@donau-uni.ac.at) of their decision to withdraw from the present contract with UWK.

A [withdrawal form](#) is available on our website. Sending the notice of exercise of the right of withdrawal prior to expiry of the period for withdrawal shall be sufficient for observance of the withdrawal period.