

CONTINUING EDUCATION CONTRACT

Contractual object

This agreement governs the legal relationship between the

POBS Private Online Business School private limited company (hereinafter referred to briefly as "POBS")

Dominikanerbastei 4/5a

A-1010 Vienna

Phone: +43 / 1 361 98 84 – 50

E-Mail: office@pobs.at

and the named student:

Academic degree(s):

First name:

Surname:

Residential address:

Postcode and city:

Date and place of birth:

as part of the postgraduate continuing education programme "Master of Business Administration (MBA) General Management".

1 Place of further education

Since this is a postgraduate continuing education programme without presence units, no place of study can be defined. The only attendance date of the course is the Defense of the final thesis, which takes place at the University in the Palace of Culture and Science, Plac Defilad 1, 00-901 Warsaw. Subject to change without notice.

2 Contractual bases

The continuing education contract also includes the study regulations, the examination regulations, the house regulations, the library regulations, the IT usage regulations and the fire protection regulations of the Collegium Civitas.

The General Terms and Conditions of POBS are an integral part of the contract. The students also acknowledge that the nature, scope and implementation of the courses and their content and methodological design are subject to the freedom of teaching.

The postgraduate continuing education programme is concluded with the award of the postgraduate diploma Master of Business Administration (short form MBA), see also point 3.3.

3 Rights and duties of students

3.1 Students' rights

3.1.1 General information

Students have the right to a proper programme operation, in particular to the teaching of the areas of instruction provided therein to a defined extent. Any changes are to be communicated to the students as early as possible.

3.1.2 Length or duration of the postgraduate continuing education programme

The minimum duration of the postgraduate programme is 12 months. The maximum duration of the MBA is 36 months. Point 8 of the General Terms and Conditions applies in detail.

3.2 Students' duties

3.2.1 General information

- a) The students commit themselves to the active and positive participation in the MBA as well as to the observance of possible examination and delivery deadlines.
- b) Students undertake to use and use the premises, facilities, equipment and learning materials made available by POBS or Collegium Civitas in a gentle and intended manner. In the event of non-compliance, students are liable in the event of damage and must indemnify and hold POBS or Collegium harmless.
- c) Students must adhere to the study regulations, examination regulations, house regulations, library regulations, IT usage regulations and any other guidelines and guidelines in their current version.
- d) The students are obliged to call up the e-mail account mentioned to the POBS at regular intervals so that they are kept up to date via the inboxes.
- e) Students are obliged to inform POBS of any changes to their data, in particular their delivery and e-mail addresses. Until this notification has been received, any transmission by sending to the last address known to POBS shall be deemed to have been received by the students.

- f) Unless otherwise specified in writing in individual cases, declarations by students to POBS must be made in writing with the original signature or by e-mail.

3.2.2 Tuition fee

The entire tuition fee is due when the postgraduate programme starts (before the learning platform is activated). If the entire tuition fee cannot be paid once, further financing options are available (see registration form). These financing possibilities are a concession on the part of the POBS, whereby it should be noted that the complete tuition fee must be paid, regardless of which financing option is chosen.

The tuition fee includes the scripts, exams, presence units if necessary, the supervision of the final thesis, as well as technical and content support.

If active students (who have already made use of a financing option) do not pay the tuition fee within 14 days of being asked to pay it, access to the entire learning platform (which has already been activated) will be blocked until the actual payment.

As a general rule, initial access to the learning platform will only be granted once the tuition fee has been paid.

If the tuition fee has not been paid in full, it is not possible to complete the MBA.

3.2.3 Publications or notices from POBS

- a) Publications of the POBS in the corresponding areas of the learning platform are irrefutably considered to have been received and made known to the students.
- b) All written communications of the POBS are sent exclusively to the students' e-mail address and are thus deemed to have been delivered. The transmission of such declarations of intent by e-mail is accepted as usual by both parties to the contract, in full knowledge of the associated risks.

3.2.4 Assignment of rights and remuneration

- a) The rights of use and exploitation of developed ideas, concepts and written works, which are provided within the framework of the postgraduate continuing education programme, are transferred to POBS without spatial or temporal limitation.
- b) Students are not entitled to remuneration for services and (intellectual) creations provided within the framework of the postgraduate continuing education programme.
- c) The students agree that for the duration of their postgraduate programme they may be represented and named in information media (e.g. photos at project celebrations, graduations, information events, etc.) within the framework of events, projects or POBS marketing measures. This declaration of consent can only be revoked in writing.

- d) Students agree to the publication and upload of their electronic thesis in the POBS online catalogue. This declaration of consent can only be revoked in writing.

3.2.5 Copyright

- a) The teaching, study, learning and examination documents provided within the framework of the programme and examination operation remain the intellectual property of Collegium Civitas and are exclusively at the personal disposal of the persons who received them in the programme and examination operation. Insofar as no other regulations can be derived from the respective contents of these documents, any use beyond the free use of the work (e.g. copying or other reproductions for one's own use, quoting individual passages of a published language work, etc.) and thus any use of documents contrary to the provisions of copyright law is prohibited.
- b) The Students acknowledge that filming, photographing, making tape recordings or other recordings of teaching activities are prohibited without prior consent. In particular, this also applies to the making available of such recordings on the Internet or in social networks on which other persons are recognizable. In this case, the prior consent of all persons recognizable acoustically and/or visually must be obtained.

3.2.6 Consequences of proving plagiarism

The students acknowledge that the use of unauthorised aids in the preparation of any scientific work (term papers or final papers), in particular the adoption or plagiarisation of existing papers without stating their origin, may lead to the immediate termination of the continuing education contract and furthermore to the revocation of the postgraduate diploma unlawfully acquired as a result as well as to further (copyright) legal consequences. The same also applies to examination performances.

3.3 Completion of the postgraduate continuing education programme

After positive completion of all the certificates required for the postgraduate continuing education programme, the students are awarded the postgraduate diploma MBA Master of Business Administration by the Collegium Civitas.

Please note that the award of the postgraduate diploma can only take place once the entire tuition fee has been paid.

4 Rights and obligations of POBS

4.1 Rights of the POBS

4.1.1 Use of personal data

- a) POBS is entitled to use (transmit, process) the personal data (in particular name, title, date and place of birth, address, telephone number, e-mail address, social security number, application documents, study-specific data) of the students, insofar as the purpose and content of the data use is covered by law (e.g. forwarding in accordance with the Education Documentation Act), ordinance, decision or other rights and obligations arising from or in connection with this contract, or insofar as it is otherwise necessary for the operation of the programme.
- b) POBS is entitled to send e-mails and telephone calls to students, whereby these communication steps may include advertising material as well as mere information material (§ 107 TKG in the valid version). Students can revoke their consent to this at any time in writing by letter or e-mail to the course-providing body.
- c) The Students agree that Collegium Civitas and its affiliated companies may send them information related to the postgraduate continuing education programme or its affiliated companies, e.g. newsletters and the like, in postal or electronic form.
- d) POBS is entitled to process students' personal data automatically.

4.1.2 Use of photos and videos

POBS is entitled to use photos and videos taken by the students during the postgraduate continuing education programme for marketing purposes.

4.1.3 Exclusion from the postgraduate continuing education programme

The Collegium Civitas and POBS reserve the right to exclude students due to serious disciplinary offences (e.g. attempted fraud in examinations) or gross misconduct (e.g. plagiarism, late payment). In this case, the claim to participation and completion of the postgraduate continuing education programme and the claim to reimbursement of the course fee or parts thereof expire. In any case, the contract ends with the award of the postgraduate diploma.

4.2 Obligations of POBS

POBS undertakes to offer the necessary conditions so that the postgraduate continuing education programme can be successfully completed within the further education period mentioned. The POBS also undertakes to guarantee proper operation of the course (learning platform).

5 Resolution of the contract

5.1 Resolution by POBS

See point 4.1.3.

5.2 Withdrawal or dissolution by the students

Under article 11 section 1 of the FAGG, the withdrawal period for distance contracts is 14 calendar days. Within this period, students can therefore withdraw from the contract without giving reasons and at no cost. It is agreed that the withdrawal period begins on the day of activation (delivery of the login data for the learning platform). After expiry of the 14-day cancellation period, the entire tuition fee is due.

In addition, it should be noted that if the postgraduate continuing education course is discontinued by the students after the 14-day cancellation period has expired, the entire tuition fee is due. Point 6 of the General Terms and Conditions applies in detail.

The withdrawal (see withdrawal form) or cancellation of the contract must be made in writing.

6 Other

- a) The continuing education contract shall be free of charge.
- b) Should individual provisions of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of the contract. The ineffective provision shall be replaced by a provision which corresponds to the originally intended purpose or, if this is not possible, comes as close as possible to it.
- c) All agreements, amendments or supplements to the continuing education contract between POBS and the students must be made in writing. Verbal agreements will not be made.
- d) Austrian law applies. The place of jurisdiction for any disputes arising from or in connection with this contract shall be the competent court in Vienna.

Date:

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Student

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POBS