

General Terms and Conditions of SRH Fernhochschule

A. COURSE OF STUDY

1. Graduation:

The student completes a distance learning programme with a standard period of study of 2, 3 or 4 semesters, the aim of which is the degree Master of Business Administration (MBA), Master of Arts (M.A.) or Master of Science (M.Sc.). An advanced semester lasts 6 months. All examinations for this are conducted and certified by SRH Fernhochschule.

2. Course of studies:

The degree programme is internet-based via the e-campus of SRH Fernhochschule. The participant himself/herself must ensure that he/she has the technically necessary components (hardware and software) that meet the requirements for participation in the e-campus of SRH Fernhochschule.

3. Implementation of the degree programme:

The implementation of the study programme is governed by the currently valid study and examination regulations and the associated currently valid implementation regulations, which are part of the study contract.

4. Tuition fees:

The fees can be found in this distance learning contract. If a third party pays the fees, the parties are jointly and severally liable. The payment of the fees shall be made in € (euros). Any fees incurred for payments/transfers are not covered by SRH Fernhochschule, but are to be borne by the payer.

The tuition fees include:

- Personal contact person for student support
- Supervision by a personal mentor from the professors' circle (mentor programme)
- All study materials provided for the respective degree programme in digital form (with the exception of legal texts for law examinations and modules in which reference books are used in print version).
- E-campus with access to study materials, audiovisual media, interactive forms of exercise, online lectures and learning groups, etc.
- Digital tools and online libraries such as Office 365, Citavi, EBSCO, Vahlen eLibrary (only included in certain degree programmes), Statista, SpringerLink, SPSS
- All examinations as well as the assessment of the Master's thesis Worldwide WLAN access via Eduroam at participating institutions
- Issuing of certificates of academic achievement, certificates, testimonials
- SRH Social Guarantee (see A. COURSE OF STUDY 13.)

The following are not included in the tuition fees:

- The costs for telephone, internet, postage and remote data transmission and any additional working materials such as legal texts
- The costs for travel, accommodation and meals when participating in the accompanying events/examinations

5. Flex model:

The student chooses the payment period and thus the amount of the monthly tuition fees individually (Flex 1 or Flex 2). If Flex 2 (only bookable with residency in the EU or in Switzerland, Norway, Liechtenstein and the United Kingdom) is chosen, the monthly tuition fees are reduced with a longer payment period and a higher total fee. Regardless of the model chosen, the university provides full benefits; these benefits are the equivalent of the Flex 1 monthly tuition fees. After enrolment, a change (only bookable with residency in the EU or in Switzerland, Norway, Liechtenstein and the United Kingdom) from Flex 1 to Flex 2 is possible only once. The change to a Flex model with higher monthly tuition fees (e.g. from Flex 2 to Flex 1) is subject to a change fee of €650. The fee is due within 30 days of the changing of the model. The difference between the previous payment model and the new payment model that has arisen since enrolment must be settled by a one-off payment within 30 days. It is possible to change to a Flex model with a lower monthly tuition fee without having to pay a change fee. The total fee stated in the contract for the Flex model valid after the change is due. The option to change again is excluded.

6. Extension or shortening of the duration of studies:

The tuition fees include support for twice the standard period of study (for the standard period of study, see the respective degree programme). If the degree programme is continued after twice the standard period of study, monthly tuition charges equal to 50 percent of the regular Flex 1 tuition rate will apply. Should the degree programme be successfully completed before the end of the standard period of study, the chosen total tuition fee remains unaffected thereby. All costs must be paid before the diploma can be issued.

7. Recognition or crediting of test achievements:

Test results obtained at another educational institution can be credited or recognised in accordance with the Study and Examination Regulations. For each credit point (ECTS) credited within the standard period of study, the tuition fees are reduced by €40 at the end of the degree programme. When resuming a discontinued course of study at SRH Fernhochschule, the amount of the reduction in total costs cannot exceed the amount of the payments made to date.

8. Minimum number of participants:

If there are less than five registered applicants, SRH Fernhochschule reserves the right to cancel or postpone the start of the respective degree programme. In this case, an immediate notification will be sent out. Classroom events with small numbers of participants can also be held in the form of online presentations. If there are less than five registered applicants up to 14 days before the start of the event, SRH Fernhochschule reserves the right to cancel the in-class event.

Change of locations:

SRH Fernhochschule operates study and examination centres in Germany, Austria and Switzerland. The university is entitled to change locations after giving reasonable notice.

9. Social guarantee SRH Fernhochschule:

If unforeseeable, important reasons (e.g. long-term illness, unemployment) arise after commencement of studies, a temporary deferment of the monthly fees for 6 months can be applied for at the university upon presentation of proof. If payments have always been duly made by this date, the request will be granted. The degree programme can then be continued in full.

10. Additional benefits:

Any additional services are not part of this contract. Enrolled students can take additional modules and participate in study days and study trips, taking exams along the way. These additional occupancies may be subject to a fee.

11. Change of study model:

If it becomes impossible or unreasonable for the higher education institution to carry out the degree programme in accordance with the study regulations, in particular the courses, for unforeseeable reasons for which the higher education institution is not responsible, the higher education institution is entitled to carry out the degree programme, and in particular the courses, in an appropriate alternative manner, provided this is reasonable for the student and, in particular, does not lead to an extension of the duration of the degree programme or an adverse change in the degree sought. In this case, the student shall not be entitled to terminate the study contract for good cause or to reduce the tuition fees or to claim damages.

B. MEDIA USED AT THE UNIVERSITY

1. Internet access:

Access to a PC with an Internet connection and a current operating system is mandatory.

2. Study identification card:

The student ID card (only with residence in the EU or Switzerland, Norway, Liechtenstein and the United Kingdom) is provided digitally via an app. This is downloadable for Android and IOS via the Appstore. The student ID card can be printed for a processing fee of 50€. If the student ID card is lost, a new processing fee of 50€ will be charged.

3. E-campus and communication:

The e-campus, an Internet-based communication and learning platform, is an integral part of the university's study concept. Information from the university is made available to the student via the learning platform and via the university's internal e-mail address. Therefore, active participation in the e-campus and also accessing the e-mail mailbox, which is part of e-campus, is absolutely necessary for studying at SRH Fernhochschule. If additional software is required in addition to the usual internet browsers in order to use the offers, this will be provided by SRH Fernhochschule for download. Access to Adobe Collection, Adobe XD, or equivalent editing software is required for some modules in the Design programmes. This is not provided by the university.

Terms of Use:

The student may only use the e-campus for study and learning purposes. The transfer of rights of use as well as any content of the e-campus as well as the connected subsystems (online libraries etc.) to third parties is not permitted. When using the e-campus, the student shall not violate German laws and regulations, morality and the rights of third parties (copyright, data protection, etc.).

Placement Agency:

I hereby agree that the SRH Distance Learning University will inform the placement agency about the enrolment and may also inform the agency whether the payments during the first 6 months have been received.

Data protection notice:

Only via the university's internal address can a legally secure transmission be guaranteed. The payment method is handled via the private e-mail address. This must be kept up to date by the student on the e-campus platform. The student is hereby also informed that access to data provided within the system as well as the access of individual participants to the system itself is automatically logged and can be viewed by members of the university and further processed for university purposes. SRH Fernhochschule GmbH, together with Microsoft as the provider of Microsoft 365, undertakes the necessary technical and organisational measures to ensure the security and availability of the data and tools provided free of charge with Microsoft 365 as a supplement to the e-campus. No additional backup copies of the data stored in Microsoft 365 are created by SRH Fernhochschule GmbH.

Declaration of consent:

By signing the contract, the student gives his/her consent to the Terms of Use and also to the use and storage of his/her data to the extent stipulated. By law, the student has the right to revoke, in text form at any time, the consent that was given. A revocation leads to the immediate and irretrievable deletion of all personal data and automatically entails the termination of the study contract in compliance with the contractually stipulated deadlines.

E-Campus:

The e-campus is available to you for the duration of your studies. Regular security and function updates can lead to the system being "unavailable". These will be announced in advance, if possible. A failure of the system does not lead to any claims for damages against SRH Fernhochschule.

4. Study material:

The participant is obliged to respect the existing copyrights on the materials, contents and media – also in digital form – and accordingly neither to reproduce these nor to provide or sell them to third parties free of charge.

C. LEGAL PROVISIONS

1. Right of revocation:

Students have a statutory right of revocation of 14 days. In addition, SRH Fernhochschule voluntarily grants a further 14 days in which the service and learning material can be tested without obligation. During this 4-week trial period (28 days) from the start of the programme, the student can make use of all services and cancel the contract if he or she does not like the programme. Materials sent are to be returned no later than 14 days after the revocation. During the 4-week test phase no tuition fees are charged. If the distance learning programme is continued beyond the 4-week test phase, this time counts towards the regular study duration and is calculated accordingly.

2. Term/Termination:

The minimum contract period is 6 months. After conclusion of the contract the student may terminate, in text form, this contract for the first time at the end of the first semester by giving 6 weeks' notice and thereafter at any time by giving 3 months' notice to the end of the month. The right to extraordinary termination for good cause remains unaffected. SRH Fernhochschule is entitled to terminate the contract if the participant does not meet his or her payment obligation on time despite repeated reminders or in the event of any violations of these examination regulations. There is no claim to repayment in the event of termination. Full benefits will be provided until the end of the notice period. In the Flex 2 financing model, any payments made do not correspond to the value of the services provided. This difference must be made up with a final payment in the event of termination or exmatriculation ex officio (e.g. due to loss of examination entitlement, lack of proof of health insurance, non-payment of fees and charges) (within 30 days of the termination/exmatriculation taking effect).

3. Liability for damages:

SRH Fernhochschule is liable for damages resulting from a deliberate or grossly negligent breach of duty by one of its legal representatives or vicarious agents. This does not apply to damages resulting from injury to life, physical integrity or health.

4. Change of personal data:

SRH Fernhochschule must be informed immediately in writing of any changes of address, name or account.

5. Contract amendments:

Amendments and supplements to this contract must be made in text form and require the consent of both contracting parties; unilateral contract amendments are not permitted. No ancillary agreements were made.

6. Place of jurisdiction:

The law of the Federal Republic of Germany applies to all claims arising from and in connection with this contract. The place of jurisdiction for disputes arising from the distance learning contract is the court responsible for the participant's place of residence. In the event that the participant moves his/her place of residence or usual abode outside the Federal Republic of Germany after conclusion of the contract or his/her place of residence or usual abode is not known at the time the action is brought, the place of jurisdiction for all disputes arising from or in connection with this contract is the German court responsible for the registered office of SRH Fernhochschule GmbH.

7. Final provisions:

SRH Holding guarantees that all enrolled students in Germany and Austria will be able to complete their studies in the event that SRH Fernhochschule ceases to operate.

8. Validity:

This offer is valid at least until November 30, 2024.