

## General Conditions for all Degree Programmes, Certificate Courses of Studies, Seminars

### I. Application

1.1 These general conditions apply to the entire business relationship between the student or attendee of a seminar (hereinafter referred to as the "**Student**") and the Frankfurt School of Finance & Management gemeinnuetzige GmbH (hereinafter referred to as the "**Frankfurt School**") on the conclusion of a contract in relation to a degree programme, a seminar or a certificate course of studies (hereinafter referred to as the "**Course of Studies**"). References to the masculine gender apply equally to the feminine gender.

1.2 In addition, the special conditions which deviate from or supplement these general conditions are applicable to individual business transactions; they will be stipulated on the conclusion of the contract with the Student. To the extent that the special conditions provide or to the extent otherwise agreed, they shall have priority.

### 2. The Student's duty to co-operate

2.1 The Student shall punctually provide the Frankfurt School with all information and documentation necessary for the provision of the Course of Studies. In particular, it is necessary for the orderly conduct of business that the Student immediately informs the Frankfurt School of any change of their name or contact details.

2.2 The Student must without delay satisfy himself as to the accuracy and completeness of all certificates and other communications from the Frankfurt School and notify any discrepancies without delay.

### 3. e-mail address

3.1 Unless otherwise agreed, it is necessary for the orderly and timely completion of all formalities associated with the course of studies for the student to provide the Frankfurt School with an e-mail address and check his e-mail regularly. Students will usually be notified of, e.g. timetables, changes, study instructions and important information (for example, exam results.) by e-mail.

3.2 e-mail communication may be unencrypted.

3.3 It is the responsibility of the student to ensure that his e-mail address is protected from unauthorized access by third parties.

#### **4. Study material**

4.1 The study material provided by the Frankfurt School is by way of assistance to the student. It does not to any extent relieve the student of the obligation to conduct his own research, to participate in attendance modules and to keep abreast of current developments in the subject area. In particular, the study material cannot completely cover all possible exam topics.

4.2 The student must acquire additional study material, e.g. legislation, more detailed literature and study aids at his own expense.

4.3 The Frankfurt School reserves the right to amend or replace and, in particular, to regularly revise the study material provided.

#### **5. Data protection**

The Frankfurt School complies with the statutory provisions relating to data protection. It stores data relating to the student in connection with the execution of this contract in accordance with the *Federal Data Protection Law (BDSG)*, s. 28.

#### **6. Rights in the study material**

6.1 The study material, in electronic or in printed form, is provided to the student solely for the purposes of the course of studies and for personal use.

6.2 Unless otherwise agreed or indicated, all rights are retained by the Frankfurt School.

6.3 The student shall not make the study material of the Frankfurt School and likewise the teaching material provided over the extranet or other media available to third parties, disseminate it by any other means or infringe the copyright therein. Reproduction is permitted for the purpose of personal study only.

#### **7. Liability**

7.1 The Frankfurt School is liable in the event of gross negligence or intent, for personal injury, death or injury to health, and, in the event of compulsory statutory liability, in accordance with the statutory provisions concerned.

7.2 The liability of the Frankfurt School for negligence shall exclude property damage and economic loss, except in the case of the breach of a term of the contract which is necessary for the orderly execution of the contract to be at all possible, the breach of which endangers the fulfilment of the purpose of the contract, and on the performance of which regular reliance is placed by the student (hereinafter referred to as a "cardinal obligation"). The liability for the breach of such a cardinal obligation is in turn limited to the foreseeable damage typical to this type of contract.

7.3 Any deviation in special conditions applicable to an individual business transactions or otherwise agreed, shall have priority.

## 8. Business disruption

The Frankfurt School is not responsible for damage which is caused by force majeure, civil commotion, war or natural catastrophe, or other reasons beyond its control (for example, strike, lock-out, interruption of operations, domestic or foreign State intervention).

## 9. Liability of the student

In the event of loss due to the fault of the student (for example, a breach of the duty to co-operate provided for in clause 2. of these business conditions), the extent to which the loss shall be borne by the Frankfurt School and the student shall be governed by the principles of contributory negligence.

## 10. Termination

10.1 Unless otherwise provided in the special conditions for the particular course of studies, the contract for a course of studies can be terminated by the student by notice given not later than four weeks before the commencement of the course of studies.

10.2 Notice of termination must be given in writing. At the request of the student, the Frankfurt School will acknowledge receipt of the notice of termination.

10.3 The Frankfurt School and the student are also entitled to terminate the contract for cause. The Frankfurt School may terminate the contract without notice, in particular, if a) the student is in arrears of payment of the invoiced costs of the course of studies and notwithstanding a written deadline and a threat of a possible termination by the Frankfurt School fails to pay within the period of four weeks, or b) notwithstanding a written warning and deadline the conduct of the student significantly disrupts the orderly teaching or the running of the course of studies or the trustful co-operation between student colleagues, teachers or the Frankfurt School or its staff. The *German Civil Code (BGB), s. 323(2)* shall apply mutatis mutandis.

## 11. Lecturers, dates and place of study

11.1 The Frankfurt School determines the lecturers and the course programme and/or exam programme at its own discretion.

11.2 The Frankfurt School determines the academic calendar and the examination dates.

11.3 Courses normally take place at the indicated place of study. The Frankfurt School is entitled to transfer individual courses or the courses for individual subject areas to another location within reasonable distance for academic reasons and accommodation requirements.

11.4 The participant is not entitled to the reimbursement of additional expense incurred.

## **12. Time limit for claims; payment and late payment**

12.1 The invoice is deemed to have been approved six weeks from delivery to the student unless it is queried with the Frankfurt School within this period. Attention is specifically drawn by the Frankfurt School on the invoice to the right to make a challenge within this six-week period.

12.2 The student shall pay the Frankfurt School the charges indicated in the special conditions.

12.3 Failure to commence or continue the course of studies shall not excuse payment unless Frankfurt School has caused the failure by conduct that constitutes a breach of contract.

12.4 Prompt payment of the invoiced charges is necessary for the admission of the student to the course of studies. The Frankfurt School is not obliged to admit the student to the course of studies if the student has failed to pay at least 50% of the invoiced charges.

## **13. Amendments**

13.1 Amendments to these conditions and the special conditions will be notified to the student in writing.

13.2 If the student agreed with the Frankfurt School to electronic communication in their business relationship (e.g. internet, extranet/myCampus), the amendments can be communicated by these means, if the means of communication permits the student to store or print the amendments in a legible form.

13.3 Amendments to these conditions are deemed to be agreed if the student does not object in writing or by the agreed electronic means of communication. Reference to this consequence will be made by the Frankfurt School in the notification. The student must forward their objection to the Frankfurt School within six weeks of notification of the amendments.

## **14. Written form**

14.1 There are no side agreements. Side agreements must be in writing.

14.2 Amendments, supplements and the cancellation of this contract must be in writing to be effective. This also applies to the amendment of this clause.

## **15. Application of German Law**

German law is applicable to the business relationship between the student and the Frankfurt School.

## **16. Place of performance**

The place of performance of the Frankfurt School's educational obligation is the location chosen by the Frankfurt School.

## **17. Jurisdiction**

If the student is a business, a public law body corporate or entity, the courts of the seat of the Frankfurt School shall have exclusive jurisdiction in all disputes arising from the contractual relationship between the student and the Frankfurt School.