

GENERAL STUDY TERMS AND CONDITIONS of Gisma University of Applied Sciences GmbH

In addition to the higher education regulations of the federal county of Brandenburg, as well as to the study and examination regulations and guidelines of Gisma University of Applied Sciences in their respective versions, the following **General Study Terms and Conditions apply to the contractual relationship between Gisma University of Applied Sciences GmbH and the student (hereinafter referred to as applicant or student) as follows**, whereby different regulations may apply to students from the EU (hereinafter: EU students) and students who do not come from the EU (hereinafter: non-EU students):

Section 1 CONCLUSION OF THE CONTRACT

- (1) By completing the application form on the Gisma University of Applied Sciences website and ticking the box "I accept the Terms and Conditions as set out in this application and the General Study Terms and Conditions of Gisma University of Applied Sciences GmbH", the applicant applies to register for the chosen programme or course. The study contract with Gisma University of Applied Sciences is concluded upon receipt of an email from Gisma University of Applied Sciences confirming the registration and enrolment provided that all admission requirements are met.
- (2) **Right to revoke:** As the study contract is concluded using means of distance communication, the student has the **right to revoke the** study contract without giving reasons. The revocation period is 14 days from the day of the conclusion of the contract, i.e. from receipt of an email from Gisma University of Applied Sciences confirming the registration.

In order **to exercise the right of withdrawal**, student must notify the university at the address: Gisma University of Applied Sciences GmbH, Konrad-Zuse-Ring 11, 14469, Potsdam, email: admissions@gisma.com by means of a clear written declaration (e.g. by letter or e-mail) of the decision to revoke this contract. For this purpose, the student can use the model revocation form in the application portal (which is, however, not mandatory), or send another clear declaration stating student's full address. To comply with the withdrawal period, it is sufficient to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation: If the student revokes from the study contract, Gisma University of Applied Sciences will refund the payment amount Gisma University of Applied Sciences has received from the student at the latest within fourteen days of the day on which Gisma University of Applied Sciences received the notification of the withdrawal from the contract. For refund, the Student has to inform Gisma University of Applied Sciences via email at refunds@gisma.com and to submit the Gisma University of Applied Sciences Refund Form. For this repayment Gisma University of Applied Sciences will use the same means of payment that the student used for the original transaction, unless otherwise agreed with the student. No fees will be charged for this repayment.

If the student has made use of Gisma University of Applied Sciences' services at student's request during the withdrawal period, Gisma University of Applied Sciences is entitled to demand an appropriate amount from the student in return, which corresponds to the proportion of the services already provided up to this point in time, at which the student informs Gisma University of Applied Sciences of the exercise of the right of withdrawal with regard to the study contract, compared to the total scope of the services provided for in the contract.

- (3) The student has been notified **that the commencement of the course is dependent on the course reaching minimum number of participants** provided for that course.
If, contrary to expectations, the offered academic programme does not start due to non-achievement of the minimum number of participants, Gisma University of Applied Sciences expressly reserves the right to withdraw from the study contract. Gisma University of Applied Sciences will provide a possible declaration of cancellation to the student at least 4 weeks before the start of the programme of the respective semester. In this case, the enrolment will be withdrawn. Any tuition fees that have already been paid will be refunded in full to the student(s).

Section 2 STUDY SEQUENCE

- (1) **Enrolment:** If the admission requirements are met and the student has submitted the required onboarding paperwork and completed the ID check, the student will be enrolled for the relevant programme. Enrolment cannot take place in the event of a lack of university entrance qualification or, in the case of incorrect enrolment already made through incorrect information provided by the student, in such a case the enrolment will be withdrawn by Gisma University of Applied Sciences.

- (2) Study start and period of regular study: Depending on the date of enrolment, the programme start dates fall within the beginning / the middle of the winter/summer semester (1st, 2nd, 3rd or 4th intake). The beginning of a summer semester is on the 1st April or a winter semester on the 1st October of each year; a middle of a summer semester is on 1st July or a middle of a winter semester is on 1st January of each year. The programme starts with the beginning of the teaching period and ends with the passing of all necessary examinations for the university degree or with the final non-existence of an examination achievement or the expiry of the examination claim within the standard study period. The programme start date as well as the start date of a preceding orientation period are confirmed in the enrolment confirmation letter. The standard period of study is the period of study during which a programme can be completed. It includes integrated semesters abroad, practical semesters and other practical study phases as well as examination achievements (Section 18 para. 2 BbgHG). The standard period of study for the individual courses is determined by the respective examination regulations for the programme.
- (3) Required elective modules and elective modules: In case the study programme provides elective modules, the Student is informed that the actual realisation of the required elective module and all other elective modules depends on the required minimum number of 20 participants being reached for the respective module. If the minimum number of participants is not reached for a specific module, the University expressly reserves the right not to offer this module. In that case, the Student will need to choose a different module.
- (4) Final Degree Certificate/Certificates: If necessary (e.g. for the purpose of applying for financial support in accordance with the BAFöG or for submission to the health insurance fund, etc.), the student can be issued with an enrolment certificate or proof of study during the programme before the start of the studies. An examination certificate will only be issued after payment of all tuition fees due. In addition, the return of all items borrowed from Gisma University of Applied Sciences is required for the handover of the diploma.

Section 3 SERVICES OF GISMA UNIVERSITY OF APPLIED SCIENCES

- (1) Subject to the completion of the programme, Gisma University of Applied Sciences undertakes, in accordance with the applicable study and examination regulations, on the basis of the higher education law of the federal county of Brandenburg, to enable the contractually agreed studies and the completion of the examination. Changes to the regulations by the competent bodies and the corresponding implementing of regulations become part of the study contract after notification to Gisma University of Applied Sciences.
- (2) Gisma University of Applied Sciences offers its study courses via synchronous learning (face-to-face in classroom or on digital platforms), asynchronous learning (digital canvas) and self-paced learning (physical or digital learning groups).
- (3) The beginning of a summer semester is on the 1st April or a winter semester on the 1st October of each year; a middle of a summer semester is on 1st July or a middle of a winter semester is on 1st January of each year. Gisma University of Applied Sciences will announce the exact date of the start of the lectures in good time.
- (4) In the event a module cannot be delivered due to unforeseen circumstances, Gisma University of Applied Sciences endeavours to inform the student in good time and to offer a replacement.
- (5) In programmes not offered in English, individual modules can also be taught in English. Gisma University of Applied Sciences will provide timely information and additional language support to students if necessary.
- (6) Gisma University of Applied Sciences reserves the right to ensure that, in individual cases, during the programme to permit individual modules being held with students of another campus attending or with shared course work on a different campus. The latter, however, only insofar as this is previously agreed upon.
- (7) In the event of force majeure which leads to the situation that scheduled physical classroom lectures cannot be held, Gisma University of Applied Sciences shall be entitled to realize online tutorials, live webinars, interactive exercises, online seminars and similar digital offerings instead of face-to-face classroom lectures, which in such case shall be deemed as equivalent fulfilment of services according to the study contract. In the event of illness of a lecturer, Gisma University of Applied Sciences shall be entitled to deploy another lecturer as substitute to take over the required teaching and learning formats which in this case may be conducted in a digital format.
- (8) As a private university, it must be noted that like all private universities, Gisma University of Applied Sciences is subject to the rules of the market and that the case of a partial or complete cessation of the programme cannot be completely ruled out. If this very unlikely case occurs, students may continue their studies at another higher education institution within GUS own global higher education group or private university. Gisma University of Applied Sciences will also provide evidence of the academic and examination services provided.

- (9) Gisma University of Applied Sciences reserves the right to withdraw from the study contract by 6 weeks prior written notice before the respective teaching start date (written form is fulfilled by letter or email) in the event of an insufficient demand for the study programme. In this case, Gisma University of Applied Sciences shall also be entitled to offer the student to enroll in a programme with a partner institution. If Gisma University of Applied Sciences exercises its right of withdrawal, it shall reimburse the student the paid study fees.

Section 4 RIGHTS AND OBLIGATIONS OF THE STUDENT

- (1) Observance of Gisma University of Applied Sciences regulations and guidelines: Students undertake to recognise Gisma University of Applied Sciences applicable higher education regulations and guidelines and not to interfere with the programme through their behaviour. The respective applicable higher education regulations and guidelines are available in the student handbook or learning management system of Gisma University of Applied Sciences, which is accessible to each student and are made available to the student upon request by the Gisma University of Applied Sciences administration team.
- (2) Availability of technical equipment and requisites: It is within the Student's responsibility to have the technical equipment (e.g. laptop, computer, etc.) available, including the necessary software, as respectively required for the academic programme so as to be able to participate without restrictions in the teaching and exam formats. For this purpose, the Student shall enquire for information with the University on time before the start of studies. The prerequisite for studying is unhindered access to a computer equipped with a current operating system and suitable Internet access (at least DSL standard or equivalent, secured by the student. The access may only be used for study purposes. The transfer of rights of use or content via the access and the connected subsystems to third parties is not permitted.
- (3) Performing the study and examination services: The student duly conducts his/her studies in accordance with the study and examination regulations as well as the implementing guidelines of Gisma University of Applied Sciences as adopted in Section 4(1) and is responsible for the studying and undertaking the examination. This obligation requires, in particular, the participation of the student in the programme delivery and examinations with a regularity and continuity, which allows the achievement of the necessary credit points for the study within the above-mentioned standard study period.
- (4) Timely payment of tuition fees: Upon conclusion of this study contract, the student undertakes to pay the tuition fees due in full and on time. The timely payment of the due tuition fees is a prerequisite for the issuance of the enrolment certificate at the beginning of the course, for participation in courses and examinations during the programme, as well as for the handing over of proof of performance or the final degree certificate at the end of the programme. In the event of arrears despite a written request for payment and the granting of a period of 30 days, Gisma University of Applied Sciences may take further measures in accordance with Section 6 (8).
- (5) Use of Gisma University of Applied Sciences e-mail address: The student is obliged to check Gisma University of Applied Sciences e-mail address provided to them by Gisma University of Applied Sciences on a regular basis (at least two days a week) as all Gisma University of Applied Sciences communication will be sent to this email address.
- (6) Observance of the copyrights and property rights of third parties: The student is expressly informed and assures this by signing his study contract that he/she has to observe the rights of third parties, in particular copyrights and property rights, with regard to the teaching material that is made available to him/her for study purposes. This applies in particular to the use of computer programs of any kind (including a copy ban).
- (7) Notification of personal information change: Any change in the data of the student that may be used in accordance with Section 11 of this study contract must be notified to Gisma University of Applied Sciences in writing without delay.
- (8) Mandatory attendance: The obligation of attending is regulated by the examination regulations of the respective programmes. In addition to online teaching, mandatory attendance events may be specified within the framework of Gisma University of Applied Sciences regulations, which serve to maintain the quality of the training and ensure the proper transmission of the learning content by Gisma University of Applied Sciences.
In the event of illness, the student must submit a certificate of sickness to Gisma University of Applied Sciences no later than 3 working days after the onset of the illness. There is no entitlement to repetition of the modules that have not been attended. Non-attendance in class does not release the student from the obligation to pay tuition fees. The same applies in relation to classes being cancelled on an individual basis, provided Gisma University of Applied Sciences complies with its duties under Section 4.

- (9) The Student agrees to comply with any applicable directives by public authorities.
- (10) Consumption of illegal drugs at the Gisma University of Applied Sciences premises leads to immediate expulsion from the programme without any reimbursement of tuition fees.
- (11) The student is solely responsible for applying for a student visa, extension of the residence permit and applying for a work permit.
- (12) International students, who need a visa to study in Germany, are required to provide admissions relevant documents or evidence at the latest eight weeks prior to their programme start. Germans or international students who do not need a visa to study in Germany, are required to provide admissions relevant documents or evidence at the latest two weeks prior to their programme start.

Section 5 TUITION FEES

- (1) The tuition fees include:
 - a) the delivery of the modules for the respective programme;
 - b) the examinations;
 - c) the professional and pedagogical support provided by staff of Gisma University of Applied Sciences and lecturers;
 - d) the use of Gisma University of Applied Sciences IT services (software licenses, online databases provided by Gisma University of Applied Sciences);
 - e) **initial** issuance of exam reports, certificates, diplomas and official documents;
 - f) participation in the defined mandatory examinations and in the courses belonging to the curriculum;
 - g) all fees for examinations and for the supervision of final dissertation/projects as well as recognition of prior learning.
- (2) **In addition to the listed tuition fee, students at the study locations in Berlin and Potsdam must purchase a public transport ticket at a preferential student rate ("Semester Ticket") from the Berlin Brandenburg Transport Association (VBB) at the start of every semester.** The University organises the invoicing and issuing of the ticket. The prices for the ticket are listed on the Gisma University of Applied Sciences website. The prices are set by the transport authorities and are subject to change. Students will be invoiced by the University before the beginning of each semester in the respective valid amount. Details of the use of public transport can be found in the conditions of carriage of the respective transport network.
- (3) Not included in tuition fees are:
 - a) the costs of additional work equipment, e.g., a laptop, calculator, printing costs, etc. or recommended books.
 - b) any costs incurred by the student for telephone, postage, and remote data transmission
 - c) Travel, accommodation, and catering costs when participating in compulsory or voluntary courses or traineeships,
 - d) all costs incurred in the course of semesters abroad or traineeships, including tuition fees of other higher education institutions, provided that they are not covered by cooperation agreements, as well as related expenses for travel, accommodation, meals, etc.
 - e) Costs arising from visiting external events or using services provided by third parties (e.g., admissions for museum visits, exhibitions, library passes),
 - f) the possible occupancy of additional events beyond the curriculum of the course specified in the contract data
 - g) Costs for the production of duplicate copies of the documents referred to in Section 5(1)(e).
- (4) Fees Due:
 - a) Upon conclusion of the study contract, the tuition fee for the entire duration of the study is due. If the study is completed before the end of the regular study period, the amount of the tuition fee remains unaffected. The tuition fee must also be paid during a semester abroad or internship semester.



b) Tuition fees are to be paid as per the following payment plan:

- i. After concluding the contract, a deposit of 3000 € has to be paid by the student.
- ii. The outstanding balance is to be paid as follows:
- iii. The remainder of the entire tuition fee will usually be divided into six (6) instalments per year. The instalments are to be paid as follows:
- iv. 1st Instalment: Up to 7 calendar days after the start of the programme
- v. 2nd Instalment: One month after the start date of the programme
- vi. 3rd Instalment: Two months after the start date of the programme
- vii. 4th Instalment: Three months after the start date of the programme
- viii. 5th Instalment: Four months after the start date of the programme
- ix. 6th Instalment: Five months after the start date of the programme

Gisma University of Applied Sciences shall be entitled to charge default interest in the amount of 2% above the applicable base interest rate as of the 2nd day of the corresponding month on overdue payments if a payment deadline is missed. Any diversion from the aforementioned terms of payment must be expressly agreed upon in a written agreement. Gisma University of Applied Sciences reserves the right to take the following steps if payment is not received on time:

- i. restrict access to online tuition and/or classes;
- ii. impose penalties for late or non-payment, including suspension or expulsion from the course or rendering the payment plan void, in which event any outstanding course fees will become immediately due and payable in full;
- iii. take legal action including the use of debt collection agencies, to recover the outstanding debt, plus our reasonable costs in recovering the debt;
- iv. withhold any awards or certificates until the student has settled the debt and/or
- v. terminate the study agreement.

- c) All payments must be made to the account of
Gisma University of Applied Sciences GmbH
Bank Name: Berliner Volksbank eG
Account Number: 2954271008
IBAN: DE12 1009 0000 29542710 08
BIC: BEVODEBB
Payment Reference: Student ID GHXXXXXX / Payment reason

The timeliness of the payment does not depend on the time of transfer but on the receipt of the payment on the recipient's account.

- d) As mentioned in section 5(4)(b), a 2% surcharge on overdue payment is due if a payment deadline is missed.

(5) Exam repetition and/or exceeding the standard study period:

- a) In the event that during the regular course period a student failed one (or more) assignments, an additional resit fee of €200 for each resit module will be charged.
- b) The payment of these additional fees is due immediately with the beginning of each additional module.
- c) Students can only be allowed to resist an exam if the above-mentioned fee due has been paid in full.
- d) If the Board of Examiners has granted an additional attempt on the basis of illness or other valid cause, no fee is payable.
- e) If the course is not completed within the regular number of semesters, the student shall be obligated to pay an additional tuition fee for each extension semester for missing credit points:

Missing credit points:	Proportionate payable semester fee
1-2	1/6
3-4	1/3
5-6	1/2
7-8	2/3
9-10	5/6
11 or more	1/1

If the Student has already earned all necessary credit points and only needs to complete the final paper (Bachelor's or Master's thesis including related colloquia or defences), the payable additional tuition fee will amount to 1/6 of one semester instalment, as specified under Contract data of this Student Contract, for each semester.

- (6) **Price Reductions:** Gisma University of Applied Sciences may grant different types of price reductions (e.g. "limited offer", "special offer", "early bird offer") that cannot be combined with each other. A price reduction may be granted at the time of application before the conclusion of the contract, provided that the respective conditions are met. In the event that the conditions for multiple price reductions are met, only one price reduction is granted. The fee for the semester ticket of public transport in accordance with Section 5(2) is excluded from the price reduction.
- (7) **Holiday semester:** Leave or Intermision is allowed on request. The application must be submitted to Gisma University of Applied Sciences with a period of one month before the beginning of the semester for which the holiday semester is requested. In special cases of hardship, an application can also be submitted at a later date. The request must be substantiated in writing; evidence must be provided. In the case of a holiday semester, Gisma University of Applied Sciences charges a fee of € 500 for the administrative costs incurred.
- (8) **Delay:** The student will be in default of the fees that are not paid according to Section 5 (4) b) In this case, Gisma University of Applied Sciences is entitled to apply a surcharge on the date of the corresponding month of 2% above the applicable base rate.

Section 6 TERMINATION OF GISMA UNIVERSITY OF APPLIED SCIENCES STUDY CONTRACT; POSTPONEMENT OF THE STUDIES

- (1) **Termination before the start of studies:** Before starting their studies, students can terminate the study contract with a period of 2 weeks before the orientation start date of the programme. In this event, the deposit is refundable with a deduction of a 150 € administrative fee. If the student terminates the study contract with a period of less than 2 weeks before the start date of the programme until the last day before the start date of the programme, the deposit is non refundable.
- (2) **Termination after the start date of the programme:** Students who terminate this contract after the start date of the programme are liable for full semester payment based on the conditions of clause 6 (3).
- (3) **Ordinary termination:** After the start of the study, the study contract can be terminated with a period of 1 month at the end of the respective semester. In this event, the full semester fee for the current semester will be charged. If the study contract is terminated with less than a period of 1 month at the end of the respective semester, the full semester fee for the following semester will also be charged.
- (4) **Form of termination:** The cancellation before the start of the studies must be received by Gisma University of Applied Sciences in text form to admissions@gisma.com on the above dates. The cancellation after the start of the studies must be received by Gisma University of Applied Sciences in text form to gismaprogrammes@gisma.com on the above dates. If the cancellation is not made on time for the next semester, the full semester fee must be paid. The right to extraordinary termination remains (see: Section 6 (7)).
- (5) **Termination due to visa refusal in case of presence study courses:**
 - a) If the visa is not issued by the relevant German consulate in the case of non-EU students in good time before the start of the studies, the student may start with online classes at Gisma University of Applied Sciences or defer the start of studies to the next semester. Should the course of study, for which the Student has enrolled, not be offered in the following semester, the student may terminate the contract with a notice period of 1 month to the end of the first semester.
 - b) If the visa is refused by the German consulate due to reasons not based on student's fault before the start of the programme, the Study Contract can be terminated immediately, when the rejection letter from the German

consulate has been presented to the University. For refund, the Student has to inform Gisma University of Applied Sciences via email at refunds@gisma.com and to submit the Gisma University of Applied Sciences Refund Form. In this case, the reservation fee as well as any tuition fees already paid shall be refunded less a processing fee of €150.

- c) If the visa is refused by the German consulate due to reasons not based on student's fault when the student is already studying online, the Study Contract can be terminated immediately within a period of six months after programme start and as long as no module has been successfully passed with an assessment, when the rejection letter from the German consulate has been presented to the University. For refund, the Student has to inform Gisma University of Applied Sciences via email at refunds@gisma.com and to submit the Gisma University of Applied Sciences Refund Form. In this case, the deposit as well as any tuition fees already paid shall be refunded less a processing fee of €150. The deposit will be refunded as well as any tuition fees already paid less a processing fee of €150 only as long as no module has been successfully passed with an assessment and if the student has been keeping up with tuition payments as per Section 4 (b). If the visa is refused after a period of six months after programme start of if one or more modules have been passed with an assessment, no refund is possible.
- (6) Termination in the holiday semester: If the study contract is terminated during a holiday semester, which was requested after the time limit provided for (see Section 5 (7)), a full semester fee must also be paid retroactively instead of the fee for a holiday semester.
- (7) Extraordinary termination: The right of both parties to extraordinary termination for good cause pursuant to Section 314 of the German Civil Code (BGB) remains unaffected. An important reason exists in particular if the termination part cannot be expected to continue the contractual relationship until the agreed termination or until the expiry of a notice period, taking into account all the circumstances of the individual case and taking into account the mutual interests. Proof of the existence of an important reason must be provided on request.

A loss of performance which is unforeseeable for Gisma University of Applied Sciences and which it is not responsible for (e.g., due to sudden illness of the teacher, due to force majeure, etc.) does not entitle the students to extraordinary termination or to withhold due fees.

In particular, in the following cases, Gisma University of Applied Sciences reserves the right to terminate the study contract without notice after prior written warning:

- (a) in the event of persistent or material breach of the student's applicable study and examination regulations, as well as of higher education regulations and guidelines,
- (b) in the case of grossly contrary to the contract and in the event of continued disruption or neglect of the courses, which is in particular then:
 - i. if the student has not provided the services in accordance with the applicable study and examination regulations which justify remaining at Gisma University of Applied Sciences.
 - ii. which the student has not attended or taken exams for at least the duration of a semester.

In the event of the extraordinary termination of the study contract by Gisma University of Applied Sciences, which is based on the student's behaviour, the tuition fees for the entire semester are due for payment.

- (8) Termination due to delay: The study contract can be terminated by Gisma University of Applied Sciences extraordinarily if the student is in arrears for more than 60 days in spite of the reminder of payment and no other written arrangements have been made with Gisma University of Applied Sciences in this respect. With the termination of the study contract, no further participation in the study activities and related offers of Gisma University of Applied Sciences is possible with immediate effect.
- (9) Ex-matriculation: Gisma University of Applied Sciences has the right and the obligation to ex-matriculate the students in accordance with the provisions of the Higher Education Act of the Land of Brandenburg or the relevant study and examination regulations of Gisma University of Applied Sciences as well as these contractual conditions. In this case, the study contract does not end until the end of the semester of ex-matriculation. In the case of ex-matriculation due to a definitive failure to complete the examination, this study contract ends at the end of the month in which the ex-matriculation takes place. In the event of termination of this study contract by Gisma University of Applied Sciences or by the student, the ex-matriculation will also be carried out at that time.
- (10) Postponement of the intake of studies: In individual cases, a postponement of the admission to the following semester or the semester in which the programme is offered can be requested at least thirty (30) days before the start date of

the programme. The application must be submitted to Gisma University of Applied Sciences with written reasons and, if necessary, with the addition of the relevant evidence, no later than 4 weeks after the beginning of the corresponding semester. A further (second) postponement can only be granted in justified exceptional cases, taking due account of the interests of the student and Gisma University of Applied Sciences. If the postponement of the admission to the study is granted, the tuition fee is not due until the actual start of the study. Gisma University of Applied Sciences reserves the right to charge a deferral fee, which will be no more than 5% of the total programme fees paid.

Section 7 Right of use

The Student transfers all potential copyrights, ancillary copyrights and rights of use being created in the course of the studies to the University for non-exclusive and unlimited use. The University shall be entitled in particular to use the transferred rights for the University's commercial purposes. The transfer also includes the right of the University to make optionally many reproductions and disseminate the protected results. The University is not obligated to actually exploit the rights of use. A right of revocation in the Student's entitlement pursuant to Sec. 41 UrhG [German Copyright Act] for non-exercise of the right of use is precluded for a period of five years. Transfer of the rights of use also relates to such types of use, which were still unknown on the date of the signing of this contract. The Parties agree that no claim is established for remuneration for the transfer. Any rights of the Student pursuant to Sec. 32, Sec. 32a and/or Sec. 32c UrhG shall remain unaffected thereof.

Section 8 RIGHT TO UNDISTURBED POSSESSION/DISCIPLINARY SANCTIONS

The University and its vicarious agents will exercise their right to undisturbed possession when a justified interest is given. In case of serious violations, the University reserves the rights to apply appropriate disciplinary sanctions such as an order to stay away from the premises and/or to take the measure of termination without notice accordance with section 6.

Section 9 LIABILITY AND INSURANCE

Within the scope of its obligations under this study contract, Gisma University of Applied Sciences generally assumes no liability for loss and/or damage or other loss for valuables or other objects owned by the student.

Gisma University of Applied Sciences endeavours and will create all conditions to ensure that the digital lessons are technically trouble-free and can be accessed by the students. However, to the extent permitted by law, Gisma University of Applied Sciences does not assume any liability towards students for any technical failures, loss of data, etc. There is no right to repeat online lessons, even if Gisma University of Applied Sciences will try to eliminate technical faults at short term if this is within Gisma University of Applied Sciences control. In the event of severe disruptions, Gisma University of Applied Sciences will offer substitute events.

The contractual liability and liability in wrongdoing of Gisma University of Applied Sciences for fault on its own part and for fault on the part of its subsidiary agents and persons used by it to perform its obligations in relation to damage to property and pecuniary loss is limited to loss or damage caused intentionally or through gross negligence. The statutory liability of Gisma University of Applied Sciences for loss or damage resulting from injury to life, body or health and liability for the breach of fundamental obligations is, however, unaffected. In the event of the breach of fundamental obligations, the liability of Gisma University of Applied Sciences is, however, limited to the compensation of damage that is foreseeable and typically occurring.

It is not the responsibility of Gisma University of Applied Sciences to insure the student while they are abroad. It is recommended that the student notifies their health insurance provider of an impending period of residence abroad or to take out an appropriate insurance in Germany. Additionally, the student is advised to enquire about appropriate foreign insurance coverage, e.g. third party liability insurance.

Section 10 RIGHTS IN TEACHING MATERIALS

The student is aware that the teaching materials to be issued to him/her by Gisma University of Applied Sciences or its employees are copyright protected. The student is further aware that use of the teaching materials is permitted exclusively for his/ her own personal purposes. Any use beyond this (e.g., publication on the internet, transmission to acquaintances, other electronic or mechanical reproduction) requires a prior written consent of Gisma University of Applied Sciences and the copyright holder in each case. If the student infringes the rights specified in paragraph 11, Gisma University of Applied Sciences reserves the right to assert all and any claims against the student, including, in particular, the right to declare extraordinary termination and to enforce all claims for injunctive relief, remediation claims and damages claims.

Section 12 DATA PROTECTION

Our data privacy policy in accordance with the GDPR is an integral part of this contract and is laid out in the application portal.

Business Address

Gisma University of
Applied Sciences
Konrad-Zuse-Ring 11
14469 Potsdam
Germany

Managing Director

Julian Davies
Stephan Groß

Registry Court

Amtsgericht Potsdam
HRB 35061 P

Operating Company

Gisma University of
Applied Sciences GmbH
Konrad-Zuse-Ring 11
14469 Potsdam
Germany

Bank account

Berliner Volksbank eG
IBAN: DE12 1009 0000 2954 2710 08 BIC:
BEVODE33
VAT number: DE 318498577
TAX number: 046/109/08816

Section 13 FINAL DETERMINATIONS

- (1) Amendments and additions to this study agreement must be in writing in order to be effective and must have been signed by all parties. This also applies to the amendment of this provision.
- (2) Should individual provisions of this Agreement be or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. If one of the above clauses is ineffective, the said clause shall be replaced by one closest to the one desired by Gisma University of Applied Sciences and the student. The remaining clauses remain unaffected.
- (3) This study contract is governed exclusively by German law.

DATA PRIVACY STATEMENT

STUDENT'S CONSENT TO THE USE OF PERSONAL DATA ACCORDING TO SEC. 6 GDPR AND SEC. 14 BbG HG

- (1) By completing the application form on the Gisma University of Applied Sciences website and ticking the box "I have and understood the Data Privacy Statement and grant my consent to the use and storing of my personal data to the extent described", the student confirms his/her consent to the use of personal data according to Sec. 6 GDPR and Sec. 14 BbG HG. The student further confirms that they have read and understood the Data Privacy Statement and consent thereto and grant consent to the use and storing of his/her personal data to the extent as described in (3) to (6).
- (2) The student has the right under the law to revoke the consent granted at any time in writing or by email. The revocation must be sent either in writing to the data protection officer(s) at: Gisma University of Applied Sciences GmbH, Konrad-Zuse-Ring 11, 14469, Potsdam, Germany, or by email to: dataprotection@gisma.com.
- (3) In order to perform the services agreed under this Student Contract correctly and efficiently; in particular so as to be able to offer, realise and evaluate courses, accounting, and invoicing, University online services, international academic offers with partner universities in the GUS network, dual or extra-occupational courses of study, the use and automated processing of personal data using data processing systems is necessary. This pertains to various processes such as the input of personal data in the application process and their electronic storage in the Customer Relationship Management database; the automatic transmission and processing of the stored data via the internal LMS database after the signing of the contract; use of the LMS portal for messaging services of the exam office and the administration of the University until the end of the studies. Furthermore, the coordination and implementation of the dual courses of study jointly with vocational schools and other institutions, and the semester abroad as part of the student exchange with partner universities require the use and electronic processing of personal data. The University is authorised to automatically process or contract a service provider for the processing of my personal data for the purposes of implementing the studies and exams, for the management of student affairs, and for administrative purposes. The University shall inform the recipient of the student's personal data that the transmitted data may be processed or used only for the purpose for fulfilment of which they have been transmitted. The aforementioned data must not be sent to other third parties for the purposes of advertising.
- (4) The processing of the personal data specified in paragraph (1) above can be operated, if applicable, partly within the scope of the commissioned data processing according to Sec. 11 BDSG [German Federal Data Protection Act]. For example, the University uses the services of the GUS Shared Services abroad in other European countries within the scope of administration and accounting. Processing outside of the EU is excluded. This can also apply to processing in the United States of America or other countries, which do not have a protection standard that is equivalent of the data protection standard applicable in the EU. In these cases, if applicable, the processing currently takes place on the basis of the so-called standard contract clauses of the EU, which have been drafted by the EU Commission and which are to ensure a data protection standard being observed by the recipient, which is comparable to the data protection standard of the EU. If the EU Commission should decree other requirements for data protection in the future, whereby a comparable data protection standard is created at the recipient's location, which is comparable to the data protection standard of the EU, these regulations can also apply. The regulations of the Federal Data Protection Act and the relevant laws for the protection of personal data shall remain unaffected for the rest.
- (5) In accordance with Sec. 14 (9) BbG HG ("*Brandenburgisches Hochschulgesetz*") [Law of the State of Brandenburg regarding Universities], the University is authorised to use the personal data of its former members and students (alumni), insofar as this is required for the purpose of survey in the context of quality assurance and for evaluations pursuant to § 7 (2) or



for maintaining contacts with these persons. The storage of data, in particular as relates to exam results and degrees, is regulated pursuant to the BbgHG.

- (6) The student informed that a refusal or revocation of the consent can entail the immediate and irreversible deletion of his/her personal data. The student's data may continue to be used in that case only within the limits of the applicable legal regulations based on statutory conditions for permission. This can entail that services pursuant to this contract can no longer be performed or only to a limited extent or only belatedly, as the performance of these services depends on the electronic processing of data and the transfer and processing of these data to and by third parties.