

Terms and Conditions - uLearn

1. General

1.1. Mesut As, with its business address at Hardtmuthgasse 66, 1100 Vienna ("**uLearn**", "**we**" or "**us**") operates the internet learning platform www.ulearn.at ("**platform**"). After registering and concluding the associated free usage contract, various online courses and other digital services ("**Services**") are offered on the platform, which are paid by customers ("**Customers**" or "**You**") with the associated related fees Service contracts can be used. The platform is designed for registered students of Austrian universities (= (private) university, university of applied sciences, university of teacher education).

1.2. These general terms and conditions ("**GTC**") apply to any use of the platform and our services. In the event of conflicting or other deviating conditions of the customers, we object to them and apply our general terms and conditions only, unless we have expressly agreed in writing to the validity of the conflicting or deviating conditions.

2. Services and usage requirements

2.1. The services we offer, in particular their scope and content, as well as the associated fees, can be found on our platform, where the services and other conditions are described in detail. For the services, we can, at our own discretion, impose restrictions on the participants, which you can see on the platform or the individual services.

2.2. Our services are **digital content** that can only be accessed online via the platform. As part of the services, we especially prepare different areas of knowledge for learning purposes or for self-study (e.g. tax law, accounting, etc.)

2.3. In order to be able to use the services, you have to create or fulfill certain **technical requirements** for use in your sphere. This includes the presence of a receivable end device (e.g. cell phone, computer, tablet), a current operating system, uninterrupted Internet access and the installation of a current Internet browser. You must maintain these technical requirements throughout the service life, otherwise the use of the services is not possible or restricted.

2.4. The platform and our services are subject to technical protective measures to prevent unlawful use, in particular copyright violations (see also point 9). In the event of violations of these technical protective measures or other circumvention attempts, we can exclude you from using the platform or services.

2.5. We reserve the right to make changes to the service (e.g. content adjustments) for factual or factual reasons, to terminate existing services and to add new services or to discontinue the entire platform. Regardless of this, we can also adapt the services or the platform if there are changes to the legal basis on the basis of which we offer services. We will inform you of such

changes immediately in all of these cases. In such cases, you have the extraordinary right of termination in accordance with point 8.3. to.

3. Registration on the platform

3.1. To be able to use the services, you must first register for free using the online registration form provided on the platform. Only after completing the registration can you book services or courses in a second step (see point 4).

3.2. When registering you have to enter your first and last name, date of birth, your matriculation number, your telephone number and e-mail address as well as a self-created password. In addition, you have to upload your student ID and enrollment confirmation for the current semester to the platform in the intended manner as part of the registration. If you are an entrepreneur within the meaning of the KSchG, you have to provide us with your UID (all the above data together, "**registration data**"). By registering, you also confirm that you are **at least 18 years old** and have **unlimited legal capacity** when you register. In order to complete the registration, you have to accept these **terms and conditions** and the separate **data protection** declaration, which is also available separately on the platform.

3.3. The completion of the registration by you can legally only be qualified as an offer, to which you are bound for 14 days. Your registration data will then be sent to us, which we may check at random (via call, email or video telephony / chat), but we are not obliged to do so. In the event of an examination by us, you are obliged to provide proof of your registration data by means of an official photo ID or other official confirmation, should we ask you to do so. If you do not comply with our requests within 7 (seven) days at the latest, your offer will be considered rejected and no usage contract will be concluded with us.

3.4. We will only send you a confirmation of the completed registration by e-mail to the e-mail address you have given once you have successfully completed our examination. Upon receipt of this confirmation email (including terms and conditions and data protection declaration) from us, the **unlimited user contract** between you and us is concluded. However, you are not entitled to conclude such a usage contract and we can also refuse to conclude such a contract for no reason.

3.5. After concluding the usage contract, you can log in to your account on the platform repeatedly, stating your email address and your own password, and, if necessary, adjust and supplement registration data, provided this is provided on the platform. You must immediately notify us of any changes to the registration data by email or, if possible, carry out the corresponding changes yourself on the platform. We reserve the right to adjust the data required for registration or services from time to time on the platform at our own discretion, which we will inform you about.

3.6. If your registration data is outdated or incorrect, or there is reason for us to assume that the registration data is outdated and incorrect, or if you refuse to provide evidence in accordance

with point 3.3. we are entitled to request that you update or correct the information within a reasonable period of time by email or via the platform, and / or delete your account temporarily or permanently and / or exclude you from any use of individual services or all services and to terminate the concluded contracts (see also point 8.3.). A person blocked in this way is prohibited from registering again.

4. Registration for services & contract conclusion

4.1. After concluding the license agreement, you can select the fee-based services specified on the platform and in particular book one or more courses. The courses / services shown on the platform represent a legal offer, which you can accept immediately with your order, which also concludes the respective **service contract** for the agreed duration. Please note that we reserve the right to contest errors on our platform in the event of obvious price or display errors.

4.2. The specific booking and payment process is specified on the platform and described in more detail. Payment is possible by bank transfer and / or credit card payment. Further details on the terms of payment are regulated in point 5.

4.3. After we have received an order from you, we will confirm the conclusion of the contract for the specific service contract by means of a separate email. **The services on the platform can only be used once we have received full payment; until then, use is not possible.** If we do not receive the payment or we do not receive it in full, we are entitled - in addition to the provisions in point 5 - not to admit you to the respective service or to subsequently exclude it if necessary and to terminate the respective service contract for an important reason.

4.4. The service contract is limited in time. Services can only be booked for different periods specified on the platform. **Use of the services is only possible for the duration booked in each case;** after the booked period, the corresponding services / courses can no longer be used and a new booking or the conclusion of a new service contract is required.

5. Fees, invoice & payment terms

5.1. Unless otherwise stated, all prices on the platform are cash prices (including all taxes). The prices of the respective order day apply.

5.2. If you do not use the services for the entire period, no refunds (not even in aliquots) are possible. Only in the event of a legally effective extraordinary termination for an important reason in accordance with point 8.3. there is an aliquot refund of the fee (proportionate to the time already used compared to the total contract duration). Your statutory right of withdrawal (right of withdrawal) remains unaffected.

5.3. For individual services, we can also offer quantity-limited discounts (e.g. for early bookers or bookers several services), which we can unilaterally revoke at any time before the contract is concluded.

5.4. Together with the confirmation according to point 4.3. you will also receive the corresponding invoice for the fee that you have to pay or have already paid. Unless another payment term is stated on the invoice, the invoice amount is due immediately (free of charge and without deductions) for payment to the account specified on the invoice.

5.5. If you do not pay on time, we can charge a default interest of 4% p.a. In addition, we offset all costs incurred and necessary for appropriate legal prosecution, namely reminder fees, collection expenses and legal prosecution costs. A flat fee of € 5.00 is charged for each reminder.

5.6. You can only offset your claims against our claims if your claims (i) are legally related to our claim, (ii) have been legally established, (iii) have been expressly recognized by us in writing, or (iv) if we are insolvent.

6. Right of withdrawal

6.1. If you are a consumer within the meaning of KSchG, you have the legal right of withdrawal (right of withdrawal) for long-distance and out-of-town business. You have the right to cancel the concluded contract within fourteen calendar days from the day the contract was concluded without stating a reason.

6.2. In order to exercise the right of withdrawal (right of withdrawal), you (= uLearn, Mr. Mesut As, Hardtmuthgasse 66/6 / 25A, 1100 Vienna, telephone number: +43 699 104 46 245, email: office@ulearn.at) by means of a clear statement (e.g. a letter sent by post, fax or email) about your decision to cancel this contract. You can use the sample withdrawal form under point 6.5. use these terms and conditions, which can also be called up on our homepage (www.ulearn.at), but this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send your communication regarding your exercise of the right of cancellation before the cancellation period expires.

6.3. Consequences of the cancellation: If you cancel the respective contract, we have to reimburse all payments we have received from you immediately and at the latest within fourteen days from the day on which we received the notification of your cancellation of the contract. For this repayment, we use the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment.

6.4. To clarify, it is stated that customers who are entrepreneurs within the meaning of KSchG have no right of withdrawal in accordance with point 6.

6.5. Sample withdrawal form (If you want to cancel the contract, you can fill out this form and send it to us)

To uLearn

Att. Mr. Mesut As

Hardtmuthgasse 66/6 / 25A

1100 Vienna

Email: office@ulearn.at

I / we (*) hereby revoke the contract concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*)

- Ordered on (*) / received on (*)
- Name of the consumer (s)
- Address of the consumer (s)
- Signature of the consumer (s) (only for notification on paper)
- date (*)

Delete where inapplicable.

7.Exceptions to the right of withdrawal

7.1. The consumer (= you) has **no right of withdrawal** for the order of **digital content** not stored on a physical data medium if the entrepreneur (= we) with the express consent of the consumer (= you) with the order has confirmed, provided that you have taken note of the loss of the right of withdrawal (right of withdrawal) when the contract was fulfilled early and received a copy or confirmation in accordance with Section 7 (3) FAGG.

7.2. According to § 7 Paragraph 3 FAGG, the consumer (= you) will receive a confirmation of the concluded contract on a permanent data medium (e.g. email) within a reasonable period after the contract has been concluded, but at the latest before the start of the service, with the 1 FAGG provided information provided that this information was not previously provided on a durable medium. In any case, the contract confirmation contains a confirmation of the consent to the immediate provision of the service and the knowledge of the consumer (= you) of the cancellation of the right of withdrawal.

8. Termination

8.1. The license agreement is concluded for an unlimited period. A proper termination of the usage contract is generally possible with a notice period of two weeks at the end of the month, as long as there are no valid service contracts. However, as long as service contracts have

already been concluded within the framework of the usage contract and are upright, a proper termination of the usage contract is not possible. The right to immediate extraordinary termination for an important reason remains unaffected.

8.2. The respective service contracts are concluded for a limited period. The ordinary termination of the respective service contract is excluded. The right to immediate extraordinary termination for an important reason remains unaffected.

8.3. An important reason for us to terminate the contract immediately is if you do not meet your payment obligations, violate the copyright provisions in point 9 or violate your obligations in accordance with point 12. An important reason for you to terminate immediately is if we discontinue any or all of the booked services or the operation of the platform, or if our services within the meaning of point 2.5. to change.

8.4. In the event of a legally effective extraordinary termination for an important reason, we will transfer the fees paid by you - in the part amount corresponding to the time of termination (e.g. 50% replacement upon termination after fifteen days of use with a total of possible thirty days of use) - to that account or in the manner and refund the way the deposit was made.

9. Copyrights

9.1. The platform, the content of the services (e.g. tests, graphics, text blocks, etc.), the content of the documents made available to the services as well as other materials provided are protected by copyright and only for your personal use in accordance with the provisions in these terms and conditions certainly. In this regard, you will receive a non-exclusive, personal, non-transferable license that is limited in time according to the respective service contract for the mere use and viewing of the services on the platform. Any other use or exploitation, in particular duplication, distribution, translation, editing or passing on to third parties - also in parts or revised form - is prohibited without our prior written consent. Without our prior written consent, you are particularly prohibited from making recordings of the content of the services, in particular audio, photo or video recordings or screenshots.

9.2. We reserve the right to violate point 9.1. expressly assert the statutory and contractual claims and rights, in particular claims for damages and injunctive relief.

9.3. We make sure that our services do not violate third party property rights. Should you nevertheless become aware of an infringement of property rights, you must immediately inform us of this infringement of property rights, allow and authorize us to carry out all necessary countermeasures or settlement negotiations and provide every reasonable assistance in the defense or fulfillment of the claim. You may not acknowledge the claims of third parties without our express written consent.

10. Data protection

We collect, process and use personal data in accordance with the regulations in the separate data protection declaration. [Click here to view data protection.](#)

11. Warranty & liability

11.1. Basically, the legal warranty regulations according to §§ 922ff ABGB apply to our platform and the provision of our services.

11.2. The platform and the services offered are offered subject to availability. We do not guarantee that the services meet your personal requirements and are available at all times without interruption, safely and without errors.

11.3. We also accept no liability or guarantee for a specific individual learning success or the achievement of a personal (learning) goal.

11.4. We are only liable for damage that we caused intentionally or through gross negligence. **In the event of slight negligence, our liability is excluded - with the exception of personal injury.** In particular, this exclusion of liability applies to damage to property or financial loss incurred, regardless of whether it is indirect or direct damage, consequential damage caused by a defect, damage due to delay or impossibility. In the event of slight negligence, the injuring party must prove that it is not grossly at fault (gross negligence and / or intent).

11.5. In all cases, our liability is limited to the amount of the service fee charged for the service concerned. In the case of several affected services, the sum of the service fees of the respective affected services is the limit of liability.

11.6. We assume no liability for the accuracy, timeliness and accuracy of the information on our platform, which may vary in individual cases despite careful preparation. Furthermore, we also accept no liability for any links to external websites on our platform that are operated by third parties.

11.7. Insofar as our liability is limited or excluded, this also applies to our employees, workers, contractors, representatives or vicarious agents.

12. Your duties

12.1. You are obliged to keep the login data (e-mail address and password) required to use the platform secret, to keep them protected and to take appropriate precautions to prevent unauthorized access by third parties. You are only obliged to **use your login data personally and not to pass them on to third parties** or to disclose them. **The use of login data for several users is not permitted.**

12.2. You are responsible for all actions taken using your account / password. You are obliged to inform us immediately of any improper use of the password or the services as well as of any other violations of legal regulations or provisions of the General Terms and Conditions or the

data protection declaration that you have become aware of. For your own security, you must ensure that you log out each time you use the platform. We exclude any liability for damage or loss resulting from non-observance of this regulation.

12.3. You are prohibited from advertising on the platform for your own or third-party offers or other services.

12.4. You undertake not to transmit any offensive, racist, glorifying violence, discriminatory, suggestive, offensive, pornographic, immoral or criminally relevant content (texts, photos, links, etc.) to the platform. If we are claimed for such violations, release us from these claims including the necessary legal costs

12.5. In the event of violations of one or more provisions of the terms and conditions, in particular violations of payment obligations, we are entitled to temporarily or permanently exclude you from the use of any or all of the services, without prejudice to the assertion of further rights or claims.

13. Final provisions

13.1. Only substantive Austrian law is applicable to the contractual relationship, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and national and supranational reference standards. If you are a consumer who is habitually resident in the EU, you also enjoy the protection of the mandatory provisions of the law of your country of residence.

13.2. The place of jurisdiction for legal disputes arising from or in connection with the concluded contract, including the question of whether it comes into existence and its pre- and after-effects, is exclusively the court with jurisdiction for the 1st district in Vienna. For lawsuits against consumers within the meaning of KSchG who are resident or habitually resident in Austria or who are employed in Austria, the place of jurisdiction applies, in the district of which the consumer has his domicile, habitual residence or place of employment.

13.3. In the absence of a different written agreement with us, claims and rights from you and in connection with the concluded usage contract or service contract are not transferable to other persons or third parties.

13.4. Due to a legal obligation, we inform you that an online dispute resolution platform has been set up at the European Commission to resolve disputes arising from online service contracts at the following link <https://ec.europa.eu/odr>. Please note that we do not participate in this European online dispute resolution platform or in the national alternative dispute resolution (internet ombudsman, etc.).

13.5. We reserve the right to make changes to our platform and these terms and conditions at any time. The general terms and conditions that apply at the time you submit the offer apply to your contract, unless a change to the general terms and conditions is required by law or due to

an official order (in this case, they also apply to contracts that you previously signed have made).

13.6. If a provision of the contract or the general terms and conditions should be or become ineffective and / or incomplete, a legally valid provision that comes closest to the economic effects will take the place of the ineffective or incomplete provision. The ineffectiveness or incompleteness of one provision does not affect the validity of the other provisions.

As of March 12, 2020