

# GENERAL TERMS & CONDITIONS

## GENERAL TERMS AND CONDITIONS APPLYING TO THE RELATIONSHIP BETWEEN IO Innovation Orbit e.U. AND PARTICIPANTS AND/OR COMMISSIONING PARTIES

### Article 1 Definitions

- a) 'IO': IO Innovation Orbit e.U.
- b) 'Education Program': a course, training Program, coaching Program and/or other form of education.
- d) 'Participant': any individual participating in a Education Program.
- e) 'Registration': Participant's registration for a Education Program whereby an agreement is entered into between IO and Participant.
- f) 'Course Material': all material provided by IO to Participant within the context of a Education Program.
- g) 'Written': (also) by fax, e-mail, internet or other digital means of communication.

### Article 2 Applicability

- a) These general terms and conditions apply to all agreements between IO and Participant and are an integral part thereof.
- b) Participant accepts these general terms and conditions on Registration. The general terms and conditions can be found on the website of IO.
- c) Exclusion of (parts of) these general terms and conditions, amendments and/or supplements thereto, may only be made after obtaining the written consent of IO.

### Article 3 Registration

- a) Registration for an Education Program takes place using the application form and the following registration procedure for that Education Program. The completed application form must be sent to IO by post, fax, e-mail or some other form of electronic communication.
- b) By signing the registration the Participant and/or a third party is obliged to pay the course fees for the Participant.
- c) Registration takes place for the respective modules. No money shall be refunded in the event of premature cancellation.
- d) Participant is registered for an Education Program after the Registration has been confirmed by IO in writing.

### Article 4 Participants

- a) IO can lay down entry requirements for Participants for Education Programs, for instance in relation to previous education and work experience. IO can also stipulate a registration term and/or limit or expand the number of Participants in an Education Program.
- b) If Participant in any way hinders the usual course of an Education Program, IO can exclude him or her from further participation. In that event the payment obligations with respect to Participant's participation shall remain in force.

### Article 5 Compliance

- a) When organising an Education Program IO is entitled to deviate from the Announcement if IO cannot be reasonably required to execute the Education Program in full as announced.
- b) Amendments to an Education Program may be followed by changes in, for example, price and course material. Participant shall be notified of this in writing.
- c) Announced names of lecturers and (university) partners can be changed by IO according to availability and necessity at any time.

### Article 6 Payment

- a) The course fees shall be paid in one installment. If the course fees payable are invoiced Participant, or the third party obliged to pay, shall pay the amount invoiced within two weeks of the invoice date provided it is paid before the start of the Program. In case payment has not been received before the start of the Education Program, IO retains the right to refuse the participant access to the Education Program.
- b) IO reserves the right at all times to require security for payment.
- c) In the event that IO incurs costs to collect payment of an invoice these costs shall be fully payable by Participant or the third party referred to in article 6a.
- d) The eligibility of discounts are decided by IO. There is no whatsoever right for discounts or the combination of different types of discounts e.g. corporate pricing agreements. Participants can apply for discounts, they have to be confirmed by IO in writing.
- e) IO issues invoices in European Euros, US dollars or Chinese Yuan. The prices of the events that the IO offers and organizes do not include any value added tax. The invoices will show the value added tax according to the applicable law.
- f) Pricing is due to current exchange rates. Therefore prices can be changed and adapted any time, the active price in the individual currencies will be displayed on the website.

### Article 7 Cancellation

- a) In the event circumstances so require or the number of applicants for an Education Program is insufficient, IO can cancel the Education Program. It shall inform participants about this as soon as possible but no later than two weeks before the Education Program is due to commence. In event of cancellation course fees already paid shall be refunded promptly and in full. No other expenses will be eligible for refund. IO does not have to pay a cancellation fee.
- b) Withdrawals are only effective if made in writing and are recommended to be sent in the form of a registered letter.
- b) Legal conditions regarding consumer protection are eligible as in force.
- c) Except in the case of cancellation (free of charge) as referred to in 7a, the following administration/cancellation fees are payable by Participant:
  - 16-8 weeks prior to the Program's start date: 50% of the Program fee will be charged
  - 8-4 weeks prior to the Program's start date: 75% of the Program fee will be charged
  - Less than 4 weeks prior to the Program's start date: 100% of the Program fee will be charged
 The number of calendar days is calculated from the date upon which IO received the cancellation.
- d) If Participant has already paid the sum owing to IO, IO shall repay the sum owing to Participant reduced by the respective bank transfer fees, to a bank or giro account indicated by Participant.
- e) In the absence of Participant a substitute can apply via notification in writing sent to IO. IO will notify the Participant within two weeks from reception of the application if it is accepted. If not accepted cancellation rules according to 7c shall apply.

#### **Article 8 Copyright, intellectual property rights, confidentiality**

- a) The copyrights and/or other intellectual property rights associated with an Education Program arranged by IO and/or the Course Material is/ remains the property of IO and/or teacher(s) of the relevant Education Program.
- b) Without prior written permission Participant may not use the Course Material except for personal use, or reproduce the Course Material in any way and/or sell and/or make it available to third parties.
- c) During an Education Program, Participants may be exposed to confidential information related to the personal and/or business situation of fellow participants or lecturers. Participants agree not to disclose such information to external parties or individuals, nor to use any such information other than for purposes directly related to the Education Program.
- d) With participation in the program the participant agrees that pictures and videos are produced that can be used for promotion purposes after the end of the program module.

#### **Article 9 Name and address details**

By completing the application form and via providing personal data in another form to IO, participant consents to IO storing and processing the personal data participant has provided. IO will use this information to keep the participant updated about the products and services requested for administration and sales analysis. Furthermore, participants, with their registration, agree that their names, telephone numbers, e-mail addresses and other personal data are forwarded to fellow participants, lecturers, persons of IO and its cooperation partners entrusted with the organization of courses (Admissions, Examinations Office, Study Regulations Office), the cooperation partners of IO that contribute to the certificate program, other program, seminar or course enrolled in by the participant, the relevant accreditation bodies (e.g. EQUIS, FIBAA, AMBA), to administer the certificate program, other program, seminar or course, and to enable internal communication, and to a potential Alumni Club (exclusively for graduates of the programs). Furthermore IO takes the liberty to send participants information about offers from IO by mail or by e-mail even after a certificate program, other program, seminar or course has been completed. We do not pass your details to third parties other than our cooperation partners to use. Participant can opt out his/her data out at any time by emailing [contact@innovationorbit.com](mailto:contact@innovationorbit.com).

#### **Article 10 Liability**

- a) IO exercises great care when composing the Course Material it provides. However, IO does not guarantee the completeness and the correctness of this Course Material. Liability for damage arising from any decision or action based on the Course Material and/or information otherwise provided within the context of the Education Program is excluded.
- b) Liability on the part of IO in respect of any damage incurred by Participant due to the cancellation of (parts of) an Education Program is also excluded.
- c) If Participant incurs damage in respect of which IO is liable, that liability shall at all times be limited to a maximum amount that is equal to the fee payable by Participant on the basis of the agreement with IO.
- d) IO does not assume any liability in the case of theft or loss of, or damage to, objects brought along to courses, in particular valuables and motor vehicles. Any misuse of software or hardware provided within the scope of a certificate program, other program, seminar or course can result in claims for damages and other compensation being made by IO or third parties. In addition, liability of IO for damage in cases of slight negligence and force majeure is excluded.

#### **Article 11 Termination**

IO can terminate the agreement with Participant in the event that Participant fails to fulfil an obligation arising from the agreement, or fails to do so on time.

#### **Article 12 Applicability**

If IO cannot invoke (part of) a provision in these general terms and conditions, they shall otherwise remain applicable.

#### **Article 13 Applicable law, disputes**

- a) All agreements with IO are governed exclusively by the law of Austria.
- b) All disputes in connection with the agreement concluded between Participant and IO shall fall within the jurisdiction of the competent court at Vienna.

#### **Article 14 Miscellaneous**

- a) Participant must immediately notify IO in writing of any changes of his/her names, addresses and invoice addresses. If no notification of a change is made, correspondence is deemed to have been received by a participant if it was sent to the address or invoice address last made known.
- b) Visa Letter Policy: IO will issue a visa invitation letter only after program acceptance and upon receipt of payment in full.
- c) The program fee does not include the participants travel, accommodation, food or insurance costs or other expenses.

#### **General Terms and Conditions of IO Innovation Orbit e.U., applying to registrations starting December 1, 2016.**

Copyright 2015  
All rights reserved  
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# LEGAL NOTICE

## Responsible for the content of this website:

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Austria  
[contact@innovationorbit.com](mailto:contact@innovationorbit.com)

## BANK DETAILS

Account holder: Innovation Orbit Education and Incubation e.U.

Bank: Erste Bank

IBAN: AT632011182757645200

BIC: GIBAATWWXXX

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- LinkedIn
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You are prohibited from posting or transmitting to or from the Site any material:

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- for which you have not obtained all necessary licences and/or approvals; or
- which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in Austria or any other country in the world; or
- which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse the Site (including, without limitation, by hacking).

IO has the right to remove any material or posting you make on the Site if, in IO opinion, such material does not comply with the provisions set out above or for any other reason whatsoever. In addition, IO shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of the provisions set out above.

## Changes

IO reserves the right to amend or replace the Terms at any time.

## Google Analytics disclaimer

This website may use Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

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- [InPrivate mode in Microsoft Internet Explorer](#)
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# PRIVACY POLICY

**Innovation Orbit Education and Incubation e.U.** („IO“) is committed to protecting your personal information and respecting your privacy. In general you can visit IO website without telling us who you are or revealing information about yourself.

Some websites covered by this policy may request personal information from you in order to complete a form or transaction. Your information may be shared with third parties, such as event registration systems, to complete your transaction. Your information also may be collected by IO for marketing and development. IO will not sell any personal information to third parties for purposes of marketing, advertising, or promotion.

IO uses various methods to collect other kinds of information, including cookies, referrers, IP addresses, and system information.

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IO sites use online data entry forms to collect personal information from web visitors who choose to identify themselves for the purpose of getting in contact with IO. IO requests no more information than is required to fulfill the purpose for which the information is being collected.

## Cookies and Web Beacons

IO uses cookies, small snippets of data sent to your computer, to track usage patterns, traffic trends, and visitor behavior. Most web browsers automatically accept cookies. Choosing to accept cookies enables some online services to work more efficiently or makes the use of those services more convenient. You may set your browser to refuse cookies from any website that you visit. If you set your browser to refuse cookies, you may be unable to fully use certain portions of the website.

IO may utilize web beacons, also known as clear GIFS, from third parties to help us compile aggregated statistics regarding the effectiveness of IO site. Web beacons are used in combination with cookies to help understand how visitors interact with IO site. IO may include web beacons in promotional email messages or IO newsletters in order to determine whether messages have been opened and acted upon. IO prohibits web beacons on IO website from being used by third parties to collect or access personal information.

## Referrers

A referrer is the information passed along by a web browser that references the web URL you linked from. IO web server automatically gathers this information.

## IP Addresses

Web servers use your IP address to identify your computer so that data, such as the web pages you request, can be sent to you. IO web server automatically gathers them.

## System Information

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## Security

While no system can provide guaranteed security, IO takes reasonable efforts to keep information you provide to us secure but IO can not take liability from third party partners.

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Effective date: October 23, 2015