



SWISS TCM UNI
瑞士中医药大学

General Terms and Conditions (GTC)

These general terms and conditions are based on the statutes.

(For simplicity, the masculine form is used throughout the text; the feminine form is included in each case).

Glossary

I. General	3
II. Registration and confirmation of registration	3
III. Financial provisions	3
§3.1 Terms of payment.....	3
§3.2 Pricing	3
§3.3 Payment in instalments	4
§3.4 Discount.....	4
§3.5 Default of payment and reminder	4
IV. Implementation and organization	4
§4.1 Postponements and cancellations by STU	4
§4.2 Changes in content and personnel by STU	5
V. Cancellation and rebooking	5
§5.1 Deregistration before the start of the education and training program	5
§5.2 Rebooking before the start of the education and training program	5
§5.3 Rebooking during training and continuing education	5
§5.4 Withdrawal during education and training	5
§5.5 Interruption of education and training	6
VI. Visa Regulations	6
VII. De-registration by STU.....	6
VIII. Insurance and liability	6
IX. Graphical material	7
X. Rights of use and exploitation	7
XI. Disclaimer	7
XII. References and Links.....	7
XIII. Copyright and Trademark Law.....	8
XIV. Data Protection	8
XV. Legal validity of this disclaimer	8
XVI. Applicable law and place of jurisdiction	8
XVII. Become effective	8

I. General

- ¹ The General Terms and Conditions (GTC) apply to all trainings, advanced trainings and advanced trainings conducted by STU.
- ² The registration, by whatever means, is completed and legally binding with the signing of the registration form.
- ³ By signing the registration form, the student or participant enters into an education, training and continuing education contract with STU and accepts the General Terms and Conditions of STU, which are an integral part of the contract.
- ⁴ In the case of training, further training and continuing education provided by cooperation partners, the general terms and conditions of the cooperation partner may supplement or replace these GTC. The details are regulated in the registration confirmation.

II. Registration and confirmation of registration

- ¹ The exact registration dates for trainings, advanced trainings and advanced trainings can be found on the website of STU and are to be observed by the student.
- ² Registration can be made in person or in writing by e-mail, letter post, fax or via the STU website.
- ³ If the registration is made via the website, the signature is replaced by a corresponding click during the registration process.
- ⁴ Each registration requires a signature of the student.
- ⁵ In the case of training and further education courses, the study committee shall make a final decision on the basis of the documents submitted as to whether the admission requirements have been met and as to admission.
- ⁶ The education and training contract between the student and STU comes into effect with the written confirmation by STU. It should be noted that the registration for a training and further education course is binding in any case.
- ⁷ In the case of further education and training courses without participation requirements, registration is binding in accordance with paragraphs 2 and 4.

III. Financial provisions

§3.1 Terms of payment

- ¹ The training fee is generally due and payable 30 days before the start of the training event. All prices are quoted in CHF.
- ² The exact starting dates of the educational event can be found on the STU website.
- ³ For training and further education courses lasting longer than 3 semesters, a discount of 2% will be granted if the total amount is paid in advance 10 days before the start date.
- ⁴ The training fees include teaching materials according to the announcement, documentation of the lecturers as well as on-site supervision and all regular examinations. Not included are costs for meals, travel and accommodation, retaking or repeating learning achievements (e.g. examinations, written work), repeating lessons, modules or courses of study, supplementary literature, personal acquisition of teaching materials as well as the return of unneeded teaching materials, etc.
- ⁵ STU does not grant any deductions from the tuition fees due to absence, military service, illness, maternity, accident, vacations or professional stress.

§3.2 Pricing

- ¹ The education fee is guaranteed for the standard period of study and remains unchanged.

- ² After a cancellation and re-registration by the student or participant, the currently valid education fees apply for the new registration.
- ³ STU reserves the right to adjust the prices according to any program changes.
- ⁴ All price changes will be communicated to the students or participants at least 3 months in advance.

§3.3 Payment in instalments

- ¹ It is possible to pay the education fee by instalments. Instalment payments are possible from a minimum amount of CHF 3,000.
- ² Instalment payments are only accepted by STU under the following conditions:
 - ^{2.1} The instalment payment has already been discussed with and approved by the administration of STU prior to registration for a training or continuing education course.
 - ^{2.2} The request for payment by instalments must be sent in writing (e-mail) to the administration of STU within 14 days after receipt of the invoice.
 - ^{2.3} The first payment must be received by STU before the start of the training or continuing education.
- ³ Modalities of payment by instalments:
 - ^{3.1} In case of a quarterly instalment payment, a surcharge of 3% on the total education fee will be applied.
 - ^{3.2} In case of a monthly instalment payment, a surcharge of 5% on the total education fee will be applied.

§3.4 Discount

- ¹ Discount for students or participants for repeating the entire course (CAS, semester, module without new teaching material): 20% on the educational fees.
- ² discounts for employees of companies or members of organizations: according to contracts between STU and the company or organization.

§3.5 Default of payment and reminder

- ¹ STU reserves the right to suspend or exclude students or participants who do not meet their payment obligations in due time. In any case, the full amount of the course fee must be paid before completion of the course.
- ² In case of late payment, a default interest of 5% per year and a reminder fee of CHF 65.- will be charged from the due date of the invoice.

IV. Implementation and organization

§4.1 Postponements and cancellations by STU

- ¹ STU reserves the right to cancel or reschedule its education, training and continuing education programs if the number of students or participants is too low.
- ² This also applies if a course has to be cancelled or interrupted for important reasons or as a result of force majeure.
- ³ Important reasons may include, for example, accident or illness of lecturers who are significantly involved in the course and for whom no adequate replacement can be found in the necessary time.
- ⁴ In all of the above cases, the fees already paid by the student or participant for said education, training and continuing education programs will be refunded in full.
- ⁵ The reasons for the cancellation or termination must be disclosed and communicated to the student or participant.
- ⁶ All further liability claims are excluded.

§4.2 Changes in content and personnel by STU

STU reserves the right to change the content of educational programs and courses, or to have them conducted by other lecturers or external specialists, or to postpone them to another time. This applies to individual courses as well as to the entire program.

V. Cancellation and rebooking

§5.1 Deregistration before the start of the education and training program

- ¹ The student or participant must give written notice of withdrawal from the program.
- ² If the cancellation is received by STU after receipt of the confirmation of registration, but still 45 days before the start of the education and training program, no costs will be incurred by the student or participant.
- ³ If the cancellation is received by STU after receipt of the confirmation of registration, but 30 days before the start of the training, an administration fee of CHF 200.00 will be charged.
- ⁴ If the cancellation is received by STU after receipt of the confirmation of registration, but up to 15 days before the start of the education and training, the entire fee for one semester will be charged.
- ⁵ Education fees will not be refunded. If students or participants are prevented from attending due to accident or illness, they can make up the course at a later date in consultation with the university management.

§5.2 Rebooking before the start of the education and training program

- ¹ Prior to the start of the entire training and continuing education program, participants may rebook for other training and continuing education programs or postpone the start of the training and continuing education program.
- ² A rebooking or postponement after the confirmation of registration up to 30 days before the start of the training and further education shall be free of charge. Thereafter, an administration fee of CHF 250 is payable.
- ³ In the event of a rebooking to another training or further education course, the fee for the new training or further education course will be applied and any difference will be credited or subsequently invoiced.

§5.3 Rebooking during training and continuing education

- ¹ Rebooking or postponement of modules or semesters during education and training is possible before the start of the module or semester.
- ² The postponement leads to an interruption of the education and training and requires a new registration, for which the current education and training fees apply.
- ³ If only the change of the sequence or the exchange of modules or semesters according to the program of the education and training is planned, no additional fees arise

§5.4 Withdrawal during education and training

- ¹ Early withdrawal from continuing education (CAS, DAS, MAS) is possible at the end of each semester or from education (BSc, MSc, PhD) at the end of the module.
- ² Cancellation must be made by registered letter to the Administration no later than 30 days before the start of the next semester or module.
- ³ If this deadline is not met or if the student withdraws during the semester, the full semester fee is due for payment.

⁴ In the event of withdrawal from a Master's degree program (MAS), the difference between the tuition fee for the individual courses (CAS, DAS) and the paid portion of the tuition fee for the Master's degree program must be paid in arrears.

§5.5 Interruption of education and training

¹ Training or continuing education may be interrupted and continued and completed at a later date.

² The interruption must be applied for in writing.

³ The interruption shall not give rise to any additional fees.

⁴ If the maximum duration of the education or training is exceeded due to the interruption, this will be treated as a termination or re-registration.

VI. Visa Regulations

¹ Obtaining a valid entry and residence visa for Switzerland is the sole responsibility of the student/participant. STU will provide the necessary study documents (e.g. admission letter, payment confirmation) for the visa application but does not guarantee the granting of the visa.

² If the required visa is not granted by the competent migration authority despite the student's proper and timely cooperation and, as a result, the commencement of studies is impossible, STU will refund the tuition fees already paid, less an administrative fee of CHF 250.—. A refund is conditional upon submission of an official, written rejection notice issued by the competent authority.

³ If the competent migration authority fails to issue a decision or the procedure is delayed, this shall not be deemed a rejection. In such cases, there is no entitlement to a refund of tuition fees.

⁴ If a visa is refused or the visa procedure is terminated due to omissions or failures on the part of the student (e.g. failure to respond to correspondence from the migration authority, failure to provide requested documents, missed deadlines), there shall be no entitlement to a refund of tuition fees.

⁵ With the refund of tuition fees in accordance with paragraph 2, all claims of the student against STU shall be deemed settled. Further refund or compensation claims are excluded.

VII. De-registration by STU

¹ STU reserves the right to expel students or participants from the training and further education at STU due to unlawful, objectionable and disciplinary misconduct.

² With the de-registration of the student or participant, the education and training contract between STU and the student becomes invalid.

³ The student or participant shall be liable for the entire training fee in accordance with the training and further education contract as well as any compensation costs.

⁴ STU will issue a confirmation to the student or participant for the courses already completed by the student or participant.

VIII. Insurance and liability

¹ STU and its employees do not assume any liability for education, further education, internships and study trips.

² STU assumes no liability for any damage incurred, be it personal injury or damage to property.

³ Neither STU nor its employees are liable for personal belongings of students or participants.

⁴ The student or participant is responsible for sufficient insurance coverage and its payment.

⁵ Entering and using the premises of STU and all objects in the possession of STU is at the student's own risk.

IX. Graphical material

¹ The logo of STU including all teaching materials of STU and its partners are protected by copyright.

² Reproduction in printed or electronic form is expressly prohibited without the permission of the author or STU or its partners.

³ STU takes pictures and video recordings inside and outside the building during the training and further education. The material is used for advertising purposes and may clearly show persons in pictures and sound.

⁴ Students who do not wish to appear in picture or video recordings on online and print products may notify STU in writing. The request for this must be submitted to the administration no later than 2 weeks after the start of the education, training and continuing education.

X. Rights of use and exploitation

¹ All rights of use and exploitation of all material and intellectual goods (such as copyrights, design rights, patent rights and trademark rights), which come into being during and in connection with the training, further training and advanced training at STU, are automatically transferred to STU, if no other regulation exists.

This also applies to any profits made as a result. However, an individual arrangement can be made between STU and the student(s) or participant(s) concerned.

² The student or participant has and retains all rights to theses. All other theses may be made public, in part or in full, in printed or electronic form by STU for teaching, research or publication purposes without the permission of the student or participant and without remuneration.

XI. Disclaimer

¹ All information, its topicality, correctness and completeness are without guarantee.

² The author and STU do not assume any liability for material or intellectual damage caused by the use or non-use of the information contained herein.

³ All offers and price quotations are non-binding.

⁴ The author or STU have the right to change, delete or temporarily or completely cancel the offer, be it completely or single parts of it, without explicit announcement.

XII. References and Links

¹ The author and/or STU shall not be liable for direct or indirect references to third party websites ("hyperlinks"), their content, use and linked pages.

² The author or STU is not responsible for any contents linked or referred to from his pages - unless he has full knowledge of illegal contents and would be able to prevent the visitors of his site from viewing those pages.

³ The author and/or STU shall not be liable for any damages arising from the use or nonuse of the information or material mentioned above.

⁴ For all contents of websites of third parties, the author of the site referred to is exclusively liable and not STU, which merely refers to the link of these sites.

XIII. Copyright and Trademark Law

- ¹ The author and/or STU use in their publications exclusively texts, pictures, graphics, sound and video sequences for which they own the copyrights, for which a license has been acquired, or which are license-free.
- ² All trademarks mentioned and published by the author or STU, including those protected by third parties, are subject without limitation to the provisions of the applicable trademark law and the ownership rights of the respective registered owners.
- ³ All texts, images, graphics, sound and video sequences created by the author or STU itself are subject to copyright.
- ⁴ Reproduction in printed or electronic form is expressly prohibited without the permission of the author or STU.

XIV. Data Protection

- ¹ All personal or business data entered by a third party for the purpose of registering for an education, training or continuing education course, for a newsletter, for the contact form or for any other purpose is disclosed voluntarily by that person.
- ² If unsolicited data or information is sent to STU by a third party, which has nothing to do with the student or participant or which has not been explicitly requested by STU, STU will consider this information as spam mail and may take legal action against the sender.

XV. Legal validity of this disclaimer

- ¹ This disclaimer is to be regarded as part of the internet publication which you were referred from. If sections or individual terms of this statement are not legal or correct, the content or validity of the other parts remain uninfluenced by this fact.

XVI. Applicable law and place of jurisdiction

Swiss law is applicable to all legal relationships. The place of jurisdiction is Bad Zurzach.

XVII. Become effective

- ¹ These General Terms and Conditions shall become effective on 1.04.2025.

Management of the SWISS TCM UNI