

# General Terms and Conditions

## TERMS AND CONDITIONS SD WORX ACADEMY

### Article 1 APPLICATION

1.1 SD Worx Luxembourg, a public limited company (Société Anonyme), with its registered office at 89f, Pafebruch, L-8308 Capellen, Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B 90737 ("SD Worx Academy"), offers various types of services and/or products ("SD Worx Academy Offer") to the client (the "User" or the "Client" or the "Consumer") through the Academy website <https://www.sdworx.lu/fr-lu/formations> ("SD Worx Academy Learning Platform"). SD Worx Academy and the User are hereinafter referred to jointly as the "Parties" and individually as a "Party".

1.2 The SD Worx Academy Offer includes, in particular: the organization of group training sessions, training programs, coaching (both online and in-person/on-site), the provision of live webinars, on-demand webinars, online learning, blended learning programs, and course materials, both online and on-site.

### Article 2 FREE OFFER FREEMIUM

The free information shared by SD Worx, including webinars, memos, presentations, etc. is provided "as is" based on the legislation in force at that time. The content of this information has been compiled with the utmost care. We cannot guarantee the accuracy and completeness of this information.

This information is intended solely for informational purposes and not as legal or professional advice.

You are advised to consult qualified advisors before taking any action based on this information.

SD Worx, its affiliated companies, partners, agents or employees, cannot be held liable for any damage or loss resulting from the use of the shared information.

The presence of this shared information creates no relationship between SD Worx and the user.

The shared information is exclusively intended for personal use; any other use is expressly prohibited.

### Article 3 SCOPE

3.1 These terms and conditions ("T&Cs") apply to (i) any access to or use of the SD Worx Academy Offering, whether through the SD Worx Academy Learning Platform or not, for any reason; (ii) the purchase, obtaining access rights or use of the SD Worx Academy Offer, whether or not via the SD Worx Academy Learning Platform.

3.2 By subscribing to an SD Worx Academy Offer, the User agrees to the application of these GTC. Any User who does not agree to be bound by these T&Cs may not use, obtain access rights or purchase the SD Worx Academy Offer.

3.3 SD Worx Academy has the right at any time to adjust the terms and conditions of its provision of services and/or to unilaterally terminate its provision of services under the conditions set out in Article 5 below. These general terms and conditions apply from 1

September 2023 and will remain in full force unless an updated version has been sent to the User in writing. If the User objects to the new terms and conditions governing the SD Worx Academy Offer, he or she will no longer be able to use the provision of services.

## **Article 4 ORDERING AND USE**

4.1 The User accepts that the SD Worx Academy Offer consists of standard products and services that have not been created specifically for the User's needs, unless otherwise agreed. The User agrees that SD Worx Academy does not give any guarantee and assumes no liability regarding the ability of the SD Worx Academy Offer to meet the specific needs of the User. SD Worx Academy takes all reasonable steps to provide the User with information that is as accurate and complete as possible, but without any guarantee in this regard.

4.2 The User must register and create an account on the SD Worx Academy Learning Platform. The User can choose a training course from the SD Worx Academy Offer and confirm their purchase by clicking on the "Register" button. If the User registers for a form of synchronous training, he/she will have access to the platform using his/her username and password and the course material will be made available to him/her before the start of the session(s). If the User registers for a training course that has already been pre-registered, he/she will also have access to the platform by means of his/her username and password and will have immediate access to the training purchased. Depending on the type of training, this material will be made available for a period of 6 (six) or 12 (twelve) months after purchase. The User receives a confirmation of his purchase by email within 24 hours. After purchase, he always receives an invoice from SD Worx Academy, which is sent electronically to the email address provided by him and is payable within 30 days of the date of the invoice.

4.3 For on-site training, training (in any form) and the provision of legal information, a proposal is made to the User on the basis of the information available to SD Worx Academy at the time. The User confirms that this information is complete and accurate. The Parties mutually agree on the program.

4.4 Any invoiced amount that has not been paid by the due date without being disputed in good faith will, as of the day following the due date, be automatically increased, without notice, by default interest at a rate of one percent (1%) per month. The Client shall reimburse SD Worx Academy for all reasonable administrative costs and collection costs incurred by SD Worx Academy, i.e. a minimum of EUR 40 to recover all unpaid debts, without prejudice to any other damage suffered that may be claimed by SD Worx Academy as a result of such non-payment. SD Worx Academy reserves the right to block access to the SD Worx Academy Offer for which the invoice has not been paid on time, without prejudice to the payment of the unpaid invoice. Reactivation after a block is only made after full payment of all amounts due.

## **Article 5 CANCELLATION / EXCHANGE POSSIBILITIES**

### **5.1 Training courses (open offer):**

#### **5.1.1. Cancellation of the training by SD Worx Academy**

SD Worx Academy reserves the right to cancel the training.

If SD Worx Academy cancels the training, the User will receive a voucher for the amount spent. In the event that the training no longer takes place in the future, the User may obtain a refund of the training.

#### **5.1.2 Changing the date of the training by SD Worx Academy**

SD Worx Academy reserves the right to postpone the scheduled training to a later date, for technical reasons or for any other reason.

If the change in the date of the training by SD Worx Academy is not satisfactory to the User, the User must notify the User in writing (by email or (registered) post) to [formationslux@sdworx.com](mailto:formationslux@sdworx.com) or SD Worx Academy at the above-mentioned address.

SD Worx may then decide to make a voucher available to the User up to the amount ordered for the training.

The User can then use this voucher to register for another SD Worx Academy training course at a later date. The amount of the aforementioned voucher is equal to the amount of the training initially ordered by the User. This voucher is valid for a period of 12 months from the date of issuance by SD Worx.

#### 5.1.3 Cancellation of the training by the User

The cancellation of the training planned by the User can only be made in writing (by email or by (registered) post) addressed to [formationslux@sdworx.com](mailto:formationslux@sdworx.com) or SD Worx Academy, at the above-mentioned address. The postmark is valid for the date of application of the cancellation policy.

The training can be cancelled free of charge by the User up to 2 months before the start date. In case of cancellation from 2 months to 14 days before the start of the training, a fixed administrative fee of 100 euros will be charged.

In case of cancellation from 14 days before the start of the training, 50% of the registration fee due will be charged.

In case of cancellation from 7 days before the start of the training, 100% of the registration fee due will be charged, regardless of the reason for the cancellation.

The User can replace the training free of charge with another scheduled session (date or location) of the SD Worx Academy open offer up to 2 weeks before the actual start of the training. After that, an administrative fee of 100 euros will be charged.

For SD Worx Academy On-Site Offerings, a free replacement by a colleague is always possible.

With regard to e-learning and on-demand webinars, as access is granted and invoiced immediately after registration, the User cannot cancel his/her participation.

If, for technical reasons beyond the control of SD Worx Academy (e.g. but not limited to: internet or network problems), the User cannot access the e-learning or the webinar, SD Worx Academy cannot be held liable in any way. In this case, the User must contact his supplier.

### 5.2 Legal News Sessions:

5.2.1 Where applicable, where it appears in the SD Worx Academy Offer, the registration for the COMPACT, PROXY, FLEX or PLUS Legal News concerns a subscription formula for successive sessions for 10 sessions and is automatically renewed each year at the end of the term.

5.2.2 It is possible to cancel the subscription free of charge up to 2 months before the start of the last session. After that, an administrative fee of 100 euros will be charged.

5.2.3 Cancellation of the training course planned by the User may only be made in writing (by email or by (registered) post) addressed to [formationslux@sdworx.com](mailto:formationslux@sdworx.com) or SD Worx Academy, at the above-mentioned address. The postmark is valid for the date of application of the cancellation policy.

5.2.4 The subscription cannot be cancelled once it has started. Once the subscription has started, the User may only object to its automatic renewal under the conditions set out in Article 5.2.2.

### **5.3 Tailormade training course:**

5.3.1 Conditions for cancellation and postponement within six months of the date being set:

- a) Up to 30 days before the date of the training: free cancellation
- b) From 30 to 14 days before the date of the training: 30% of the total amount is charged as a cancellation fee.
- c) From 14 to 7 days before the date of the training: 50% of the total amount is charged as a cancellation fee.
- d) From 7 days before the date of the training: 100% of the total amount is charged as a cancellation fee.

5.3.2 The cancellation of the training planned by the participant can only be made in writing (by email or by (registered) post) addressed to [formationslux@sdworx.com](mailto:formationslux@sdworx.com) or SD Worx Academy, at the address mentioned above. The postmark is valid for the date of application of the cancellation policy.

5.4 Where applicable when included in the SD Worx Academy Offer, the above-mentioned cancellation conditions do not apply to events organised by SD Worx Academy, such as the "Payroll Professional Day".

### **Article 6 LIABILITY**

6.1 SD Worx Academy cannot guarantee that the SD Worx Academy Offer will be accessible at all times. SD Worx Academy will make reasonable efforts and take reasonable precautions to prevent the software or other services that provide it from containing malicious code or computer software code, routines or devices that render the software, other services or other systems or data unusable, damaging, erasing, disabling or taking control of the software, other services or other systems or data. SD Worx Academy does not warrant that the Software or the services provided that use computer software will be completely error-free or will operate uninterrupted.

6.2 SD Worx Academy is not liable for consequential damages. The concept of "indirect damage" means damage or loss that does not arise directly and immediately from an unlawful act, whether contractual or tortious, but which a contrario results from it indirectly and/or after the passage of a certain period of time, such as loss of profit, interruption or stagnation of activity, increase in personnel costs and/or costs due to the dismissal of staff, damages consisting of or arising out of claims by third parties, failure to realize anticipated savings or benefits and loss of data, profits, time or revenue, loss of orders, loss of customers, increased overheads, and the consequences of a strike, regardless of the cause. If SD Worx Academy is liable, SD Worx Academy is only obliged to replace the SD Worx Academy Offer and, if this is not possible, to refund the price. The maximum liability of SD Worx Academy is therefore limited to the value of the services purchased by the User.

6.3 The User accepts that the information provided in the SD Worx Academy Offer does not constitute legal advice and is of purely informative value. In view of the rapidly changing and complex subject matter, SD Worx Academy does not give any guarantee for the accuracy and completeness of the information provided via this course material. Since some documents can be consulted for a certain period of time, it is possible that some information may be obsolete due to legislation, recent case law or amended administrative instructions. SD Worx Academy therefore accepts no liability for direct or indirect damage resulting from the consultation or use of the information.

## **Article 7 RIGHT OF WITHDRAWAL AND WARRANTY**

7.1 This Article 7 applies only to the Consumer, as defined in the Introductory Article of the Luxembourg Consumer Code ("CDC"), as "any natural person who acts for purposes that do not fall within the scope of his or her commercial, industrial, artisanal, liberal or agricultural activity".

7.2 In accordance with Articles L.222-9 et seq. of the CDC, the Consumer has a right of withdrawal. The Consumer must notify, in accordance with Article L.222-9 (1) of the CDC, SD Worx Academy of his/her intention to withdraw within 14 calendar days of the conclusion of the contract using the withdrawal form available [here](#) or by expressing his/her unambiguous intention to withdraw in accordance with Article 7.4. Any access codes that may have been communicated in the meantime will be deactivated.

7.3 It is expressly agreed between the Parties that the Consumer acknowledges and accepts that, by way of exception to the above, (i) for any SD Worx Academy Online Offer, once the access codes have been communicated and used, the Consumer may not withdraw and the price of the SD Worx Academy Offer is due in full to SD Worx Academy, and (ii) for any face-to-face SD Worx Academy Offer, once it has begun, the Consumer may not withdraw and the price of the SD Worx Academy Offer is due in full to SD Worx Academy in accordance with Article 7.5 below.

7.4 You can exercise your right of withdrawal by informing SD Worx Academy in writing by email: SD Worx Academy, [formationslux@sdworx.com](mailto:formationslux@sdworx.com) or by post: SD Worx Academy, 89f, Pafebruch L-8308 Capellen, Luxembourg.

7.5 The Consumer has no right of withdrawal for service contracts after the full performance of the service if the performance has begun with his prior and express consent before the end of the withdrawal period, and provided that the Consumer has also acknowledged that he will lose his right of withdrawal as soon as the company has fully performed the agreement (L. 222-9 (7) a) of the CDC).

7.6 Any complaints must be reported to SD Worx Academy's customer service at the following address: [formationslux@sdworx.com](mailto:formationslux@sdworx.com).

7.7 The Consumer is informed that he or she may also lodge a complaint with the European online dispute resolution platform, available via the following URL: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=FR>.

7.8 If no agreement can be reached after the attempt to resolve the dispute amicably, the Consumer may contact the Consumer Mediation Service of their choice free of charge on the aforementioned European online dispute resolution platform.

## **Article 8 INTELLECTUAL PROPERTY RIGHTS**

8.1 All information, content, technical materials, methods, illustrations, texts, scripts, course materials and templates, in any form and of any kind, used by SD Worx Academy are and shall remain at all times the property of SD Worx Academy in connection with the provision of the SD Worx Academy Offer, whether through the SD Worx Academy Learning Platform or not.

8.2 SD Worx Academy grants a personal, non-exclusive and non-transferable right to use and reproduce, for internal use only, excluding any transfer of ownership rights of any kind, for the whole world and for the entire duration of copyright protection, of the original creations and/or works provided by SD Worx Academy to the Client during the Training sessions. In particular, with regard to the online training modules of the SD Worx Academy Offer, these are

accompanied by a personal, non-exclusive and non-transferable right of use and reproduction, for internal use only, excluding any transfer of ownership rights of any kind, for the whole world only for the duration of use related to the SD Worx Academy Offer subscribed to by the Customer. This right runs from the date on which the individual and personal identifiers transmitted by SD Worx Academy to the Client are sent.

8.3 Consequently, all elements (training materials, deliverables, documents without this list being exhaustive) provided by SD Worx Academy may not, in any way whatsoever, be reproduced, even partially, reproduced, represented, loaned, exchanged, transferred, extracted in whole or in part of data and/or transferred to another medium, modification, adaptation, arrangement or conversion, without the prior, written and express consent of SD Worx Academy.

8.4 The Client shall refrain from exploiting, distributing and/or using, in particular for commercial purposes, directly and/or indirectly, all the elements provided by SD Worx Academy.

8.5 The Client undertakes to inform its staff and any subcontractors of the confidentiality of the elements provided by SD Worx Academy.

8.6 Without prejudice to the respect of the Client's intellectual property rights, SD Worx Academy reserves the right to use the knowledge, experience and know-how acquired during the provision of the services for its own needs and/or for the needs and benefit of third parties.

## **Article 9 FORCE MAJEURE**

9.1 SD Worx Academy will make all reasonable efforts to ensure that the selected training courses take place. However, a training course may be cancelled or its content, date and place of performance may change due to force majeure. The concept of "force majeure" means an event or circumstance beyond the control of a Party and making it impossible for the affected Party to comply (punctually) with its obligations. Subject to compliance with the criteria that constitute a Force Majeure Event, a Force Majeure Event may be, for example, war, an act of terrorism, rebellion, riots, explosions, strike or industrial disputes, a defect in the other Party's equipment, the failure of telecommunications systems and/or third-party IT equipment or the breach by a third-party provider of a contract with SD Worx Academy with effect for reasons other than a material breach on the part of SD Worx Academy.

9.2 Therefore, SD Worx Academy cannot be held liable for any delay, poor performance or non-performance of its obligations under these terms and conditions if these are due to force majeure.

9.3 If a case of force majeure prevents a Party from performing its obligations under the Agreement for an uninterrupted period of more than three (3) months, the other Party may terminate the contract by sending a written notice to the other Party, without the Parties being liable for any compensation (except for the reimbursement of the SD Worx Academy Offer which has been paid for by the User and which has not been delivered).

## **Article 10 DATA PROCESSING**

The personal data communicated by the User are intended for SD Worx Academy to deliver training to Users. SD Worx Academy undertakes to respect the confidentiality of personal data and to process them in compliance with applicable privacy legislation including the General Data Protection Regulation.

In accordance with the Telecommunications Act, SD Worx Academy will be allowed to approach Users who purchased training to offer similar services. Users may oppose this at any time by unsubscribing via the link at the bottom of the communication.

The User has the right to access, modify, correct and delete personal data concerning him that are kept by SD Worx Academy. The User can exercise this right by means of a simple written request addressed to SD Worx People Solutions NV (attn.: Data Protection Officer), Brouwersvliet 2, 2000 Antwerpen, België or via e-mail: [dataprotectionofficer@sdworx.com](mailto:dataprotectionofficer@sdworx.com). The User also retains the right to lodge a complaint with the competent supervisory authority. Contact details of the competent supervisory authority can be found [here](#).

For more information regarding the processing of personal data by SD Worx, please refer to the applicable privacy statement available at [www.sdworx.lux](http://www.sdworx.lux).

## **Article 11 DISPUTE RESOLUTION AND APPLICABLE LAW**

11.1 All disputes relating to the performance of these general terms and conditions shall be settled amicably by the Parties. If they do not reach an agreement within two (2) months, the courts of Luxembourg will have jurisdiction. Only with respect to a Consumer as defined in Article 7 above, the court of the Consumer's place of residence will have jurisdiction.

11.2 All rights, obligations and offers subject to these General Terms and Conditions, as well as the General Terms and Conditions, are exclusively governed by French law.

## **Article 12 MISCELLANEOUS**

If individual provisions hereof are found to be invalid in whole or in part, this shall not affect the legal validity of the remainder of the Agreement.