

# Terms and Conditions

## SD WORX ACADEMY TERMS AND CONDITIONS

### Article 1 OBJECT

**1.1** SD Worx People Solutions NV., with registered office at Brouwersvliet 2, 2000 Antwerpen, België, with company number 0450,864,215, Antwerp Register of Companies (Antwerp division) ("SD Worx") offers various services/products ("SD Worx Academy Offer") to the customer ("User") on the Academy website <http://www.sdworx.be/nl-be/opleidingen> ("sdworx.academy Learning Consultation Platform"). SD Worx Academy and the User are jointly referred to as the "Parties" and individually as a "Party". The SD Worx Academy Offer includes: the organisation of classroom training courses, training programmes and coaching sessions (both online and face-to-face), the provision of live webinars, on-demand webinars, e-learning sessions, blended programmes and course materials, both externally and in-house.

### Article 2 FREE OFFER FREEMIUM

The free information shared by SD Worx, including webinars, memos, presentations, ... 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 OF APPLICATION

**3.1** These Terms and Conditions apply to (i) any access to or use of the SD Worx Academy Offer, whether or not via the [sdworx.academy](http://www.sdworx.academy) Learning Consultation Platform and for whatever reason and (ii) the purchase, acquisition, receipt or use of the SD Worx Academy Offer, whether or not via the [sdworx.academy](http://www.sdworx.academy) Learning Consultation Platform.

**3.2** By registering for an SD Worx Academy Offer, the User accepts that these Terms and Conditions apply. Any User that does not accept being bound by these Terms and Conditions shall not be able to use, acquire or purchase the SD Worx Academy Offer.

**3.3** These Terms and Conditions apply from 24 June 2025 and shall remain in full force and effect unless an updated written version has been sent to the User. To avoid any misunderstanding, SD Worx Academy is entitled to change the terms and conditions that apply to its services. If the User notifies SD Worx in writing that it does not accept the new version of the Terms and Conditions within seven calendar days of receiving the notification of the updated Terms and Conditions from SD Worx, the latest version of the Terms and Conditions accepted by both parties shall apply, but only to the existing services at the time the notification was sent and that until their effective termination date. As set out in paragraph 2.2 above, if the User does not accept the updated Terms and Conditions, it may not use, acquire or purchase any further services from the SD Worx Academy Offer for any services that have not been contracted from the SD Worx Academy Offer.

## **Article 4 ORDER AND USE**

**4.1** The User accepts that the SD Worx Academy Offer contains standard products and services that have not been created specifically for the User's needs, unless expressly agreed otherwise in writing between the Parties (as set out in Article 3.3. of these Terms and Conditions). The User accepts that SD Worx Academy does not provide any guarantees and assumes no responsibility in terms of the SD Worx Academy Offer's ability to meet the User's specific needs. SD Worx Academy shall take all reasonable measures to ensure that the information it provides to the User is as accurate and complete as possible, but does not provide any guarantees in that regard.

**4.2** The User should register and create an account on the [sdworx.academy](https://sdworx.academy) Learning Consultation Platform. The User may choose a training course from the SD Worx Academy Offer and confirm its purchase by clicking on the "Register" button. If the User registers for a synchronous type of training course, the User shall gain access to the platform with the appropriate login and password and the course materials shall be made available before the start of the session(s). If the User registers for an asynchronous type of training course, the User shall also gain immediate access to the platform and the purchased training course with the appropriate login and password. Depending on the type of training course, this material shall be available for a term of 6 (six) or 12 (twelve) months after purchase. The User shall receive e-mail confirmation of its purchase within 24 hours of registering the purchase. After the purchase, the User shall receive an electronic invoice from SD Worx Academy at the e-mail address it provided. This invoice is payable within 30 days of the invoice date. However, the purchase of Eblox training courses (or software training courses) shall be invoiced when the relevant training course has taken place.

**4.3** For in-house training courses, training courses of any type and consulting, a proposal is made to the User based on the information available to SD Worx Academy so far. The User confirms that this information is complete and correct. The Parties mutually agree on the programme.

**4.4** All prices are in euros and exclusive of VAT.

Any invoice amount not paid by the due date and not disputed in good faith will accrue default interest at the legal rate of the Act of 2 August 2002 on combating late payment

in commercial transactions. The User shall reimburse SD Worx Academy for all reasonable administrative costs as well as the costs incurred by SD Worx Academy for the recovery of all outstanding fees and other damages suffered by SD Worx Academy as a result of this default with a minimum of €100. SD Worx Academy reserves the right to block access to the SD Worx Academy offer and to suspend the services if the invoice has not been paid on time by the User. This does not affect SD Worx's right to receive payment of any outstanding invoices. Reactivation after blocking will only be carried out when all amounts due by the User have been paid and correctly received by SD Worx.

## **Article 5 CANCELLATION / REPLACEMENT OPTIONS**

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

#### **5.1.1 Cancellation of training course by SD Worx Academy**

SD Worx Academy reserves the right to cancel any ongoing or offered training courses. If SD Worx Academy cancels an ongoing training course, the User shall receive a credit note for the amount spent on the cancelled training course.

#### **5.1.2 Change in the date of a training course by SD Worx Academy**

SD Worx Academy reserves the right to postpone the planned training course to a later date for technical or any other reasons.

If SD Worx Academy moves the training course to a date that does not suit the User, the User should communicate this in writing by e-mail or (registered) letter to [academy@sdworx.com](mailto:academy@sdworx.com) or SD Worx Academy, Brouwersvliet 2, 2000 Antwerpen, België

In such cases, the Parties may agree to: (i) a full reimbursement of the amount paid by the User to SD Worx; or (ii) the provision of a voucher to the User for the amount paid for the ordered training course. SD Worx may then decide to make a voucher available to the User for the amount of the training course ordered. 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 the User initially paid for the training course postponed. This voucher is valid for 12 months from the date on which SD Worx issued it.

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

The cancellation by the User of the planned training course must be in writing by e-mail or (registered) letter to [academy@sdworx.com](mailto:academy@sdworx.com) or SD Worx Academy, Brouwersvliet 5B, 2000 Antwerpen, Belgium. SD Worx Academy shall apply the cancellation terms and conditions on the date on which it receives the e-mail or letter. The User may cancel the training course free of charge up to two months before the starting date.

If the User cancels a training course two months to 14 calendar days before it starts, a fixed administration fee of 62 euros applies for each training course cancelled.

If the User cancels 14 to eight calendar days before the training course is due to start, a cancellation fee of 50% of the registration fee due applies.

If the User cancels seven days or less before the training course is due to start, a cancellation fee of 100% of the registration fee due applies, regardless of the reason for cancellation.

SD WorxThe User may move the training course free of charge to another scheduled session (date or location) in the available open SD Worx Academy Offer up to 14 calendar days before the actual training course starting date. After that, 62 euros in administration costs shall be charged.

A colleague may always take the original participant's place free of charge.

As on-demand e-learning courses and webinars provide immediate access to the e-learning session/webinar and they are invoiced immediately after registration, they may not be cancelled by the User.

If the User is not able to attend the training course for technical reasons for which SD Worx Academy bears no responsibility (such as, for example, due to Internet or network problems), SD Worx Academy may not be held liable in any way. In this case, the User shall contact their provider and bear the consequences of not being able to participate in the training course.

## **5.2 Legal update sessions:**

5.2.1 Users can register for Academy 24/7 or the PROXY or FLEX Legal Update by participating in a subscription formula of successive sessions, which is automatically renewed annually.

5.2.2 The subscription may be cancelled free of charge up to two months before the last session of each year. After that, 62 euros in administration costs shall be charged.

5.2.3 The cancellation by the User of the planned training course must be in writing by e-mail or (registered) letter to [workshopclub@sdworx.com](mailto:workshopclub@sdworx.com) or SD Worx Academy, Brouwersvliet 5B, 2000 Antwerpen, Belgium. SD Worx Academy shall apply the cancellation terms and conditions on the date on which it receives the e-mail or letter.

5.2.4 Once the subscription has started, it may no longer be cancelled for that particular year.

## **5.3 Tailormade training course:**

5.3.1 Conditions for cancellations and postponements within six months of the date on which the training course was scheduled:

- a) Up to 30 calendar days before the training course date: cancellation is free of charge.
- b) From 30 to 14 calendar days before the training course date: a cancellation fee of 30% of the total registration fee applies.
- c) From 14 to eight calendar days before the training course date: a cancellation fee of 50% of the total registration fee applies.
- d) From seven calendar days before the training course date: a cancellation fee of 100% of the total registration fee applies.

5.3.2 The cancellation by the participant of the planned training course must be in writing by e-mail or (registered) letter to [officers.learning@sdworx.com](mailto:officers.learning@sdworx.com) or SD Worx Academy, Brouwersvliet 5B, 2000 Antwerpen, Belgium. SD Worx Academy shall apply the cancellation terms and conditions on the date on which it receives the e-mail or letter.

#### **5.4 Protime training courses**

If the User purchases a Protime training course on the SD platform, the User shall be invoiced directly by Protime NV, with its registered office at Boutersemstraat 68a, 2800 Mechelen and with company sub-number BE 0454.218.138, which is a daughter company of SD Worx People Solutions NV.

**5.5** The above cancellation conditions do not apply to SD Worx Academy events, such as the Payroll Professional Day.

### **Article 6 LIABILITY**

**6.1** The User acknowledges that the implementation of updates or new versions of the [sdworx.academy](https://sdworx.academy) Learning Platform is and shall remain entirely at SD Worx's discretion. SD Worx reserves the right to restrict access to the Services in whole or in part (including with respect to an individual User or a group of Users) for a reasonable period for maintenance or installation purposes. SD Worx shall make a reasonable effort to inform the User in a timely manner, to minimise the adverse impact on the Services and to carry out such interventions outside business hours (if this is practically feasible). SD Worx cannot guarantee that the SD Worx Academy Offer is accessible at all times. SD Worx Academy shall make a reasonable effort and take reasonable precautions to prevent any malware or computer software code, routines or devices affecting its software or other services in a way that renders the software, other services, systems or data unusable and/or damages, deletes, disables or electronically steals the software, other services, systems or data. SD Worx Academy does not guarantee that the SD Worx Academy Software or the services provided using computer software are entirely error-free and shall operate without any interruption.

**6.2** SD Worx Academy is not liable for any consequential damage or indirect damage. This includes any damage or loss not directly and immediately resulting from contractual and/or extra-contractual default but still causing any loss of income, interruption or stagnation of business activity, loss of profits, time or income, or any increase in overheads indirectly and/or after some time. If SD Worx Academy were to be found liable, SD Worx Academy only required only to replace the SD Worx Academy

Offer or – if that is not possible – to refund the full registration fee of that particular training course to the User. SD Worx Academy's maximum liability is, therefore, limited to the value of the services purchased by the User.

**6.3** The User accepts that the information stated in the SD Worx Academy Offer is not legal advice and is for information purposes only. Given the rapid evolution, complexity and possible interpretation of the subject matter covered, SD Worx Academy does not guarantee the accuracy and completeness of the information provided in these course materials. As some documents can be consulted for a long time, certain information may be outdated by subsequent legislation, recent jurisprudence or amended administrative instructions. SD Worx Academy shall, therefore, not be held liable for any direct or indirect damage as a result of consulting or using this information.

**6.4** Each party expressly agrees that the provisions of Article 6.3 of Book 6 of the Belgian Civil Code are not applicable or related to this Agreement.

In addition, no Party shall be entitled to file any non-contractual liability claims under Article 6.3 of the Belgian Civil Code against any other Party or an agent of (an Affiliate of) such Party based on or in relation to this Agreement.

This limitation of liability fully applies to the extent permitted by law. The assistants concerned are third-party beneficiaries of this clause.

"Affiliate" means: "Any corporation, company or entity identified as such in the Statement of Work or any person that directly or indirectly controls, is controlled by, or is under common control with, a Party, where "control" means the possession, directly or indirectly, or the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract or otherwise. According to this definition, all SD Worx Group entities are each other's Affiliates".

**6.5** Any complaints must be reported to SD Worx Academy Customer Service at the following e-mail address: [academy@sdworx.com](mailto:academy@sdworx.com)

## **Article 7 INTELLECTUAL PROPERTY RIGHTS**

Any information, techniques, methods, pictures, texts, scripts, course materials and models used by SD Worx Academy shall always remain the property of SD Worx Academy for the provision of the services. SD Worx Academy reserves the right to use the knowledge, experience and expertise acquired during the provision of the services for its own benefit and/or the benefit of third parties. The SD Worx Academy Offer is for personal use only and may not be distributed, reproduced, duplicated or otherwise shared or copied by the User. The violation of SD Worx Academy's intellectual property rights shall result in: (i) an immediate suspension of the services; (ii) the right of SD Worx Academy to claim full damages resulting from such violation from the User.



## Article 8 FORCE MAJEURE

**8.1** In case of force majeure, SD Worx Academy shall make whatever reasonable effort it can to ensure that the selected training courses go ahead. However, a training course may be cancelled or its content, date, location or execution may be changed due to unforeseen, unavoidable or extraordinary circumstances.

**8.2** SD Worx Academy may, therefore, not be held liable for any delay, poor performance or non-performance of its obligations under these terms and conditions if this is due to force majeure. Examples of force majeure events are war, terrorism, rebellion, riots, explosions, strikes or social conflicts, malfunction of the other Party's equipment, malfunctioning third-party telecommunication and IT equipment, and a supplier terminating its agreement with SD Worx Academy with immediate effect without any material breach by SD Worx Academy.

**8.3** If force majeure prevents a Party from fulfilling its obligations under the agreement for an uninterrupted period of more than three (3) months, the other Party may terminate the relevant part of the agreement by giving written notice to the other Party. In that case, the Parties shall not owe each other any compensation for this (except for the reimbursement of the fee paid by the User for the SD Worx Academy Offer that was not delivered).

## Article 9 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 e-Privacy Directive, 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 Academy at the address of its registered office or by e-mail at [academy@sdworx.com](mailto:academy@sdworx.com).

## Article 10 SETTLEMENT OF DISPUTES AND APPLICABLE LAW

The Parties shall settle any disputes in connection with the performance of these Terms and Conditions amicably. If they are unable to reach an agreement, the Belgian Court of Antwerp shall have sole jurisdiction. All rights, obligations and offers subject to these Terms and Conditions and the Terms and Conditions themselves are governed exclusively by Belgian law.

## **Article 11 MISCELLANEOUS**

If individual provisions of these Terms and Conditions were to become invalid in whole or in part, this shall not affect the validity of the rest of the agreement.