

## GENERAL TERMS & CONDITIONS

### RRA

#### 1. General

1.1. These general terms and conditions for the provision of services (hereinafter referred to as the "**GTC**") apply to all registrations for training courses offered by the company Redebel Regulatory Affairs SRL, having its registered office is at Rue de Chassart (SA), 4, 6221 Fleurus and registered with the Crossroads Bank for Enterprises under number 0647.909.322 (hereinafter referred to as "**RRA**").

1.2. RRA specialises in the online sale, via the website [www.redebel.be](http://www.redebel.be) (hereinafter, the "**Website**"), of training courses that take place either online or in person.

1.3. Unless otherwise agreed between the parties, these GTC shall apply in their entirety and supersede any law between the signatory parties.

1.4. Any registration implies full and unconditional acceptance of these GTC.

1.5. Any clauses contained in any document whatsoever issued by RRA's co-contractors shall be deemed null and void unless expressly agreed to in writing by RRA.

#### 2. Your acceptance of the GTC

2.1. Acceptance: By agreeing to be supplied with the Trainings, you agree to be legally bound by these GTC, and that your use of the Trainings will be on these GTC notwithstanding any other contractual arrangements with RRA.

2.2. Amendment: RRA reserves the right to change these GTC from time to time. You are responsible for regularly reviewing these GTC and any amended GTC posted on RRA website or otherwise notified to you. Your continued use of the Trainings constitutes your agreement to these GTC as amended.

#### 3. Description of the services

3.1. The services offered by RRA consist of training courses and conferences delivered either online or in-person (hereinafter, the "**Training(s)**") intended for consumers or professionals (hereinafter, the "**Participants**").

3.2. The Trainings are divided into two categories: (i) basic trainings and (ii) tailor-made trainings.

3.3. All Trainings offered by RRA are listed on the Website and are described in detail: date, language of the Training and materials, format (online or in-person), duration and price.

3.4. The price of the Training as indicated on the Website includes any support for online trainings and lunch, coffee breaks and drinks are provided for in-person trainings. All other expenses, such as accommodation or meals not expressly included, shall be borne by the Participant.

3.5. RRA reserves the right to modify the program, the topics, the agenda of a Training or the speakers, even after the Participants have registered, as long as these modifications do not affect the purpose of the Training.

3.6. The Training descriptions are provided for information only and do not constitute a binding commitment on the part of RRA in the event of Participant dissatisfaction.

3.7. A Training listed on the Website will only be organised by RRA if a minimum of five Participants is registered.

#### 4. Registration terms

4.1. Registration for a Training must be made exclusively through the Website, by clicking on the "Register" button.

4.2. All registrations made via the Website are personal, in the name of the Participant who completed the registration form. The information requested to be provided on the registration form must be current, complete and accurate. Registration is subject to acceptance or refusal by RRA at its sole discretion. By registering the Participant warrants and represents that he can form binding contracts under applicable law.

4.3. The Training order shall be considered final upon receipt of a confirmation e-mail sent by RRA.

#### 5. Prices and payment terms

5.1. The prices listed on the Website are in euros, excluding VAT.

5.2. By default, payment is made online, in full, at the time of registration.

5.3. Exceptionally, at the request of the Participant, RRA may issue an invoice which must be paid within 30 days by the Participant or before the training date.

5.4. Any amount remaining unpaid within fifteen days after the invoice date will automatically and without prior notice be increased (i) by late payment interest at the rate provided for by the Act of August 2002 concerning the fight against late payment in commercial transactions and (ii) by a penalty clause equal to 10% of the unpaid amount, with a minimum amount of 50.00 euros. Furthermore, a fixed indemnity of 40.00 euros for recovery costs shall be due automatically and without prior notice in the event of late payment.

#### 6. Right of withdrawal - applicable to Participants acting as consumers

6.1. In accordance with article VI.47 of the Code of Economic Law, a Participant, acting in the capacity of a consumer, has a period of 14 days from receipt of confirmation of his registration to withdraw from the contract, without penalty and without giving any reason.

6.2. To exercise this right of withdrawal, the Participant must inform RRA by registered letter with acknowledgement of receipt sent to the address mentioned in article 1.1.

6.3. If the right of withdrawal is validly exercised, RRA will reimburse the Participant for the full amount of the Training price, at the latest within fourteen days of receipt of the registered letter. Unless otherwise specified by the Participant in the withdrawal notice, the refund will

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be made using the same method of payment used for the registration.

6.4. By registering for a Training scheduled to take place before the expiry of the aforementioned withdrawal period, the Participant acknowledges and agrees to waive his/her right of withdrawal in accordance with Article VI.53, 1° of the Code of Economic Law

#### **7. Cancellation of Training by RRA**

7.1. In accordance with article 3.7, RRA will only organise a Training if a minimum of five Participants have registered. Failing this, RRA reserves the right to cancel the Training up to 24 hours before the start of the Training.

7.2. If the Training is cancelled due to force majeure (article 15) or for any other legitimate reason (article 7.1, absence of a speaker, etc.), RRA will inform the Participants of the new date on which the Training will be postponed.

7.3. If a Participant is unavailable on the new date announced, RRA will refund the price of the Training.

7.4. Participants will not be entitled to claim any compensation from RRA for any costs (travel, accommodation, etc.) incurred in order to take part in Training that has been cancelled.

#### **8. Cancellation by the Participant**

8.1. The Participant may request the cancellation of his/her participation in a Training in accordance with the terms and conditions set out below.

8.2. All cancellations requests must be made in writing and sent to the following e-mail address: [rracademy@redebel.com](mailto:rracademy@redebel.com).

8.3. In the case of registration for an in-person Training, any cancellation is subject to the following conditions:

- If the cancellation is made up to four weeks prior to the date of the Training, the Participant may choose either a full refund or participation in another Training;
- If the cancellation is made up after this deadline and but no later than 7 days before the Training date, only 50% of the price will be refunded by RRA;
- If the cancellation is made less than 7 days before the Training date, or in the event of the Participant's attendance, no refund will be granted by RRA.

8.4. In the case of registration for online Training, any cancellation is subject to the following conditions:

- In the cancellation is made up to 7 days prior to the date of the Training, the Participant may choose either a full refund or participation in another Training;
- If the cancellation is made less than 7 days before the Training date, no refund will be granted by RRA.

8.5. To avoid the above-mentioned cancellation fees, the Participant may always designate another person to attend the Training in his/her place (at no additional cost), provided that RRA is informed of such

substitution by e-mail no later than the day before the Training.

#### **9. Intellectual property**

9.1. All content distributed by RRA in the context of the Training (in particular videos, written documents, presentations, support materials, etc.) constitutes the exclusive intellectual property of RRA.

9.2. Any reproduction, representation, adaptation, translation, distribution or use, in whole or in part, of these contents, for purposes other than strictly personal or professional use (excluding any commercial exploitation), is strictly prohibited, except with the express, written and prior authorisation of RRA.

#### **10. Indemnity**

10.1. The Participant agrees to indemnify RRA in respect of any costs, claims, demands, losses or liabilities (including reasonable legal fees) incurred by RRA as a result of or arising in any way from a claim by a third party which results from any breach by you of the provisions contained in these GTC.

#### **11. Warranties & service exclusions**

11.1. Warranties: RRA warrants that the Trainings shall be provided with reasonable skill and care by qualified and experienced consultants, and that the Trainings will be of satisfactory quality. RRA shall be under no liability with regard to the Trainings as supplied.

11.2. Uptime & Links: RRA will endeavor to make the Trainings available but cannot guarantee that the Trainings will operate continuously or without interruptions which could affect use of the Trainings. The Trainings may provide links to other websites, which are not under the control of RRA. RRA shall not be responsible in any way for the content of any such other websites. You acknowledge that RRA provides such links only as a convenience. The inclusion of any link does not imply any kind of endorsement by RRA.

11.3. Changes to Trainings: RRA reserves the right to alter any Training prior to delivery of that Training.

11.4. Service Exclusions: the Trainings are provided for general information and educational purposes only and do not constitute financial, legal or other professional advice. Neither RRA nor any other RRA entity accepts any responsibility or liability for any loss which may arise from reliance on information contained in the Trainings.

11.5. Limited Warranties: The above warranties are RRA only warranties and no other warranty or condition, express or implied, will apply to the supply of the Trainings, the Trainings materials, or any other matter covered by these GTC. No warranty is given that the Trainings will be fit for any particular purpose.

#### **12. Limitation of liability**

12.1. Liability Exclusions: RRA shall not be liable to you or any third party for any loss of, damage to or costs in respect of:

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12.2. Loss of profit, anticipated profits, revenues or anticipated savings, goodwill or business opportunity, or;

12.3. Loss of data, or;

12.4. Indirect or consequential loss or damage;

12.5. regardless of whether any of the matters listed in (a), (b), and (c) above are foreseeable, known, foreseen or otherwise.

12.6. Total Liability: the maximum liability of RRA arising out of or in connection with any agreement made pursuant to these GTC or any collateral contract, whether in contract, tort (in each case including negligence) or otherwise shall in no circumstances exceed the sum paid by the Participant to RRA, whichever is the lower.

#### **13. Termination & Access restriction**

13.1. As RRA shall have the right, at any time by serving written notice on you (which notice may be served by the sending from our server of an e-mail to the e-mail address set out on the registration application), to cancel your registration and access to the Trainings if the Participant is in breach of any material term of these GTC. RRA reserves the right, in its sole discretion, to suspend the Participant registration and/or access to the Trainings at any time without notice.

#### **14. Protection of personal data**

14.1. As data controller, RRA will be required to process personal data concerning the Participant or the contact person within the Participant (surname, first name, address, email address, telephone number, etc.) in compliance with the applicable rules on the protection of personal data and in particular in compliance with the General Data Protection Regulation of 27 April 2016 (hereinafter, "GDPR").

14.2. These data will be processed by RRA for client management purposes, based on its legitimate interest in ensuring the proper conduct of its business operations (freedom to conduct a business). The data will be retained for as long as necessary to fulfil this purpose.

14.3. In accordance with the provisions of the GDPR, (the contact person within) the Participant has the following rights: - to obtain confirmation of whether or not personal data concerning them is being processed, and to access information regarding such processing; - to obtain the rectification of inaccurate data; - to request the erasure of data; - to request the restriction of processing; - to exercise the right to data portability, i.e. the right to request the transmission of their data RRA either directly to them or to another data controller; - to withdraw their consent to the processing (however, this will not affect the lawfulness of previous processing activities); - to object to the use of their data for reasons related to their particular circumstances; - to lodge a complaint with the Data Protection Authority

(<https://www.autoriteprotectiondonnees.be/>)

14.4. If the Participant wishes to exercise these rights, the Participant may contact RRA by e-mail or write to the address mentioned in article 1.1.

14.5. Insofar as the performance of the Contract involves any other type of personal data processing by RRA, the latter will act, as a subcontractor, in accordance with the documented instructions of the Participant, the data controller, specified in the appendix.

#### **15. Force majeure**

15.1. No compensation or damages will be due if the cancellation of the Training/termination of the contract is due to force majeure.

15.2. Each party shall be entitled to suspend the performance of its obligations to the extent that such performance is prevented or rendered unreasonably onerous because of force majeure, such as fire, war, general mobilisation, requisition, seizure, embargo, energy restrictions, etc.

#### **16. Severability**

16.1. If any provision of these GTC is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of these GTC, and the remainder of the GTC shall continue in full force and effect.

#### **17. Assignment**

17.1. The benefits and obligations conferred by these GTC upon the Participant are personal to him and shall not be assigned, delegated, transferred, sub-contracted or encumbered or otherwise made available or disposed of without the express prior written consent of RRA.

#### **18. No Waiver**

18.1. A waiver or non-enforcement against any breach of these GTC or obligations these GTC is not deemed a waiver of any other breach or obligation.

#### **19. Jurisdiction and applicable law**

19.1. The GTC, as well as their validity, performance and interpretation, are governed by and shall be construed in accordance with Belgian law.

19.2. In the event of a dispute, the RRA and the Participant agree to use their best efforts to reach an amicable settlement.

19.3. Any dispute relating to the services provided by RRA, as well as any dispute relating to the validity, interpretation and performance of these GTC, shall be subject to the exclusive jurisdiction of the Courts of the judicial district of Liège - Namur division.

#### **20. Questions and/or complaints**

In the event of questions and/or complaints relating to the Training registration, the GTC or any related document, the Participant may contact the RRA using the contact details below:

- By phone: +32 71 36 92 07
- By e-mail: rraacademy@redebelt.com

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- By post: 4, Rue de Chassart, 6221 Saint-Amand,  
Belgium