

# UK - General Terms and Conditions

## IMPORTANT INFORMATION

### Article 1 APPLICATION

1.1 These General Terms and Conditions are between SD Worx UK Limited at The Victoria, 150-182 The Quays, Salford, England, M50 3SP, United Kingdom registered in England and Wales with registered number 03100021 ("SD Worx Academy") and the company ("Company") bound by you ("User"). By selecting the checkbox, the User (1) agrees that it has received, read and understood the General Terms and Conditions, including its Annexes and websites or documents incorporated by reference and (2) binds the Company to these General Terms and Conditions.

### Article 2 AGENCY AND AUTHORITY

2.1 SD Worx Academy shall be entitled to act on the instructions of any of the apparently authorised employees or agents of the Company and to rely on any information provided to us by such employees and agents of the Company.

2.2 User agrees that they have the authority to bind the company.

### Article 3 ORDER AND USE

3.1 The User accepts that the SD Worx Academy Offer refers to standard products and services that have not been created specifically for the User's needs, unless agreed otherwise. The User accepts that SD Worx Academy does not provide any guarantees and assumes no responsibility in terms of the ability of the SD Worx Academy Offer to meet the User's specific needs. SD Worx Academy shall take all reasonable measures to give the User information that is as accurate and complete as possible, but without providing any guarantees in that regard.

3.2 The User must register and create an account on the SD Worx Academy Learning Platform, and shall provide accurate and correct details regarding the Company. The User can choose a training course from the SD Worx Academy Offer and confirm the purchase by clicking on the "Register" button. If the User registers for a synchronous form of training course, the User will gain access to the platform via the appropriate login and password and the course material shall be made available before the start of the session(s). If the User registers for an asynchronous form of training course, access will also be gained to the platform via the appropriate login and password and they shall immediately have access to the purchased training course. Depending on the type of training course, the material will be available for the shorter of either a) the period specified in the course description or b) 6 months after purchase. The User shall receive email confirmation of the purchase within 24

hours. After the purchase, the Company will always receive an electronic invoice from SD Worx Academy at the email address provided by the User. This invoice shall be payable within 30 days of the invoice date.

3.3 For in-company training programmes, training courses (in whatever form) and consulting, the User will receive a proposal based on the information available to SD Worx Academy at that time. The User confirms that this information is complete and correct. The Parties mutually agree on the programme.

3.4 All prices are expressed in pound sterling and exclusive of VAT. Any invoice amount that has not been paid by the due date and is not disputed in good faith shall accrue late payment interest at one percent (1%) per month. The Company shall reimburse SD Worx Academy for all reasonable administrative costs incurred by SD Worx Academy for the recovery of all outstanding amounts and any other damage SD Worx Academy has suffered as a result of this default, with a minimum of £100. SD Worx Academy reserves the right to deny access to the SD Worx Academy Offer if the invoice is not paid on time. This is without prejudice to the payment of the outstanding invoice. Discontinued content shall only be reactivated when all amounts due have been paid.

#### **Article 4 CANCELLATION/REPLACEMENT OPTIONS**

4.1 Training courses (open offer):

4.1.1 Cancellation of training by SD Worx Academy

SD Worx Academy reserves the right to cancel or remove the training course at any time. Where SD Worx Academy permanently removes or cancels the training course, before the end of the period specified in the description of the content commencing from the date of purchase, a full refund for the amount spent will be provided.

4.1.2 Change of date of training by SD Worx Academy

SD Worx Academy reserves the right to move the planned training to a later date for technical or any other reason. If the modification of the date of the training by SD Worx Academy is not suitable for the User, the User must make this known in writing (by e-mail) addressed to [uk.academy@sdworx.com](mailto:uk.academy@sdworx.com). SD Worx may then decide to make a voucher available to the User in the amount of the ordered amount of the training. The User can then use this voucher to register for another SD Worx Academy course at a later date. The amount of the aforementioned voucher can never exceed the ordered amount of the initial training by the User.

4.1.3 Cancellation of the training by the User

Cancellation of the planned training by the User can only be done in writing (by e-mail) addressed to [uk.academy@sdworx.com](mailto:uk.academy@sdworx.com). The date of receipt by SD Worx Academy applies as the date of application of the cancellation conditions.

Cancellation is possible free of charge if the training course has not been partially or fully completed and a request for refund has been made within 14 days of purchase. The User can change the training course free of charge to another planned session (date or location) from the SD Worx Academy open offer up to 2 weeks before the actual start of the training course. Access to the content is non-transferable unless express written consent is received from SD Worx Academy. If for technical reasons

the User is unable to access to SD Worx Academy (e.g. internet or network problems without limitation), SD Worx Academy cannot be held responsible in any way. The User should therefore turn to his provider in this case.

## **Article 5 LIABILITY**

5.1 SD Worx Academy 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 the introduction of malware or computer software code, routines or devices into its software or other services that render the software, other services or systems or data unusable and/or damage, delete, disable, or that constitute electronic theft of the software, other services, systems or data. SD Worx Academy does not guarantee that software or services provided using computer software are entirely error-free and shall operate without interruption.

5.2 SD Worx Academy shall not be liable for any consequential damage or indirect damage, such as any damage or loss not directly or immediately resulting from a contractual and/or extra-contractual default. This includes any indirect consequences, possibly after a certain period of time, any loss of income, interruption or stagnation of business activity, any loss of profits, time or revenue and any increase in overheads. Should SD Worx Academy be found liable, SD Worx Academy shall be obliged to replace only the SD Worx Academy Offer or, should that not be possible, to refund the price. Save for where liability cannot be excluded or restricted by law SD Worx Academy's maximum liability is therefore limited to the value of the services purchased by the User.

5.3 The User accepts that the information mentioned in the SD Worx Academy Offer does not constitute legal advice and is provided purely for information purposes. The subject matter evolves continuously and is very complex, so SD Worx Academy cannot guarantee either the accuracy or the completeness of the information provided in this course material. As some documents are available for a long time, certain information may be outdated by subsequent legislation and case law. SD Worx Academy shall therefore not be held liable for any direct or indirect damage as a result of consulting or using this information.

5.4 The User accepts that the information mentioned in the SD Worx Academy Offer does not constitute tax advice on, or the tax implications of, any subject matter or topic. It is the sole responsibility of the User to decide whether to seek separate professional tax advice.

## **Article 7 INTELLECTUAL PROPERTY RIGHTS**

Any information, techniques, methods, pictures, texts, scripts, course materials and models used by SD Worx Academy are and 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 individual use only and must not be distributed. SD Worx Academy reserves the right to permanently remove any User or participant, who is suspected of recording a course.

## **Article 8 FORCE MAJEURE**

8.1 SD Worx Academy shall make all reasonable efforts to ensure that the chosen training courses take place. However, a training course may be cancelled or its content, date, location or execution may be changed due to unforeseen circumstances.

8.2 Consequently, SD Worx Academy shall not be held liable for any delays, poor performance or non-performance of its obligations under these terms and conditions due to force majeure. Examples of force majeure events are war, terrorism, rebellion, riots, explosions, strike or social conflicts, defects in the other Party's equipment, defects in telecommunications and IT equipment of third parties, and a third-party provider terminating the agreement with SD Worx Academy with immediate effect, without such termination being caused by a material breach by SD Worx Academy.

8.3 If force majeure prevents a Party from meeting its obligations under the agreement for an uninterrupted period of more than 3 (three) months, the other Party may terminate the relevant section of the agreement by written notice to the other Party, in which case the Parties shall not owe each other any compensation (except for a refund for the SD Worx Academy Offer if it was paid for by the User but not delivered).

## **Article 9 DATA PROCESSING**

The personal data communicated by the User is intended for SD Worx Academy. The User & Company acknowledges that SD Worx Academy may use such data for marketing purposes and promotional campaigns based on the User's purchasing behaviour. SD Worx Academy shall respect the confidentiality of personal data and process it in compliance with the Data Protection Act and the General Data Protection Regulation. In accordance with this Act and Regulation, the User may object, free of charge, to the use of their personal data for direct marketing purposes. The User also has the right to access, change, correct and delete their personal data stored by SD Worx Academy. The User may exercise this right by sending a simple written request to SD Worx Academy at the address of its registered office or an email to [uk.academy@sdworx.com](mailto:uk.academy@sdworx.com).

## **Article 10 DISPUTE SETTLEMENT AND APPLICABLE LAW**

The Parties shall settle any disputes in connection with the performance of these General Terms and Conditions in an amicable manner. If they are unable to reach an agreement, the courts of England & Wales shall have sole jurisdiction. All rights, obligations and offers subject to these General Terms and Conditions are governed exclusively by the law of England & Wales.

## **Article 11 MISCELLANEOUS**

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