

Terms and Conditions

(as from 1st april 2023)

Use of English

Deze algemene voorwaarden (verder : "General Terms and conditions") zijn opgesteld in het Engels. De tegenpartij gaat akkoord met het gebruik van het Engels en verklaart voldoende de taal van de algemene voorwaarden te beheersen.

Les Modalités et conditions générales (ci-après : « Terms and conditions ») sont rédigées en Anglais. L'autre partie accepte l'utilisation de l'anglais et déclare avoir une connaissance suffisante de la langue des conditions générales de vente.

General Conditions of CyberMinute B.V.

These are the General Terms and Conditions of CyberMinute B.V. with its registered office in Brussels and registered with the K.B.O. under number BE 0735.946.423. (Hereinafter: "CyberMinute").

NISINSTITUTE (website Nisinstitute.eu and Nisinstitute.fr) is a trademark from CyberMinute.

Scope of application

Unless agreed otherwise in writing, these General Terms and Conditions are applicable to any offer, quotation, order confirmation, and contract concluded in respect of products and/or services offered by us.

Precedence of Documents: In the event of any inconsistency or omission between our offer, quotation, order confirmation, and contract, the following order of precedence shall apply:

First, the contract. Second, these General Terms and Conditions. Third, the quotation and the offer.

Exclusivity of Terms: Unless we explicitly state otherwise in writing, no other terms and conditions shall apply, particularly those of the Customer.

Quotations

Our offers are purely indicative and without obligation and expire if not accepted by the Customer within 15 calendar days. Offers only become legally valid as an agreement upon signature or electronic confirmation of the offer by the Customer and by us. We also reserve the right to refuse certain orders without giving any reason.

Price and payment

The price for our goods/services is the one indicated on the quotation.

In case of non-payment on its strict due date, interest will be charged by right and without prior notice, calculated per month on any unpaid amount, from the date of issue of the invoice until the day of payment. This interest will be calculated at the rate fixed in accordance with the law of 02.08.2002 concerning the fight against late payment.

The invoice will also be increased by right and without prior notice of default by an indemnity fixed at 8% of the unpaid amount with a minimum of 250 euro, and this without prejudice to the right to reimbursement of legal costs in accordance with the provisions of the Judicial Code.

Nevertheless, if the recovery costs or the prejudice suffered because of the delay in payment exceeds the said indemnity, the compensation of the said costs and prejudice may be requested instead of the fixed indemnity.

Disputes must be made known to us by registered letter within five working days of the invoice being sent, on pain of inadmissibility.

Trainings and supporting material

Trainings will only be delivered after their full payment regardless of their delivery means.

We will not deliver any training content or allow participation in a training if those are not paid upfront.

Since all our courses are professional trainings for people with a professional objective, the right of revocation (cancellation, droit de rétraction, herroepingsrecht) does not apply.

Duration of the agreement and termination

Our agreements can be entered into as described in our offers. The agreement can be terminated by us at any time, unilaterally and without judicial intervention, in case the client is in a state of bankruptcy or judicial composition or in case the client does not pay his invoices. The suspension of payment of our invoices, fee notes, debit notes or claims for compensation immediately suspends our services and gives our company the right to retain all its accounting, tax, social and other documentation relating to the defaulting client, with the exception, however, of documents emanating from the client himself, and this until the client's accounts in our books have been fully settled.

Intellectual property rights

Our website, logos, texts, pictures, names and in general all our communications are protected by intellectual property rights which either lie with us, our suppliers or other entitled parties. Intellectual property rights are understood to mean patent, copyright, trademark, drawing and model rights and/or other (intellectual property) rights, including patentable or non-patentable technical and/or commercial know-how, methods and

concepts. It is prohibited to use and/or make changes to the intellectual property rights as described in this article. For example, the customer may not copy or reproduce our drawings, photographs names, texts, logos color combination, etc ... without our prior and express written consent.

Confidentiality and Privacy

We are the controller of your personal data and process it in accordance with the General Data Protection Regulation; For more information about the processing of personal data, please refer to our Privacy & Cookie Policy.

Liability

We are not liable except in cases of intent or gross negligence. Furthermore, we are not liable for any direct or indirect damage (such as consequential loss, lost profits, lost savings or damage due to business interruption) for which we have not explicitly determined our liability in these conditions. Our liability will in all cases be limited to the amount of the price stipulated for that order (excluding VAT).

Force majeure

In the event of force majeure, we will not be obliged to fulfil our obligations. In that case we may either suspend our obligations for the duration of the force majeure or definitively dissolve the agreement. Force majeure is any circumstance outside our will and control that prevents the fulfillment of its obligations in whole or in part. We understand this to include, but not be limited to: strikes, unexpected traffic jams, accidents on European roads, fire, business interruptions, energy failures, disruptions in a (telecommunications) network or connection or communication systems used and/or the unavailability of the website at any time, non delivery or late delivery by suppliers or other third parties, ...

Non-solicitation clause

PARTIES agree not to approach each other's staff, independent employees, consultants or other employees hereby further the 'CONSULTANT', who are directly or individually involved in this agreement, with a view to engaging such Consultants, and this from the beginning of performance of the services until 12 months after the end date of this agreement, unless both PARTIES agree otherwise in writing.

If one PARTY recruits a consultant of the other PARTY or uses the services of the Consultant without the agreement of the other PARTY, this PARTY will pay an amount equivalent to 6 months' salary or compensation of that CONSULTANT and to pay such sum on the date when the consultant was first engaged or used his services.

Nullity and completeness

If one or more provisions of these General Conditions should at any time be wholly or partially unlawful, void or for any other reason unenforceable, then this clause shall be deemed severable from these General Conditions and shall not affect the validity and enforceability of the remaining provisions.

Specific B2C (consumers) provisions

No right of withdrawal is recognized, except in case of a distance contract made by a consumer and this within 14 days after the conclusion of the service contract or an offer accepted by both parties.

For registrations for training courses or the ordering of digital content (e.g. online courses) starting within 14 days after the conclusion of the contract or the acceptance of the offer, there is no right of withdrawal (for example in case of ordering a self-study training where the training materiel was already made available there is no right of withdrawal).

Right to revocation, no show, amendments not in scope of the agreement

In the case of a distance contract, the consumer has the right to notify CyberMinute in writing that he/she revokes the contract without penalty and without giving any reason within 14 calendar days of acceptance.

For the provision of services in the event the client has a scheduling conflict, they must inform CyberMinute in writing (email is acceptable) at least 2 business days in advance. Failure to do so will result in the rescheduling costs to be charged to the client.

For registrations for training courses or the ordering of digital content (e.g. online courses) starting within 14 days after the conclusion of the contract or the acceptance of the offer, there is no right of withdrawal.

In all circumstances the right of revocation does not apply for the part of the services already provided nor for trainings already started.

Amendments: Any questions or tasks not covered under the agreed contract will be subject to a separate offer.

Jurisdiction and applicable law

Belgian law shall apply to all disputes relating to or arising from our offers and/or agreements. In case of disputes or litigation, only the courts of the judicial district of Antwerp are competent.