

CRANIUM Campus

General Terms & Conditions

Last update: March 29 2018 version 1.02

Article 1 **Definitions**

a. General Terms and Conditions (and/or “GTC”): these general terms shall apply to all offerings (included, but not limited to the education, trainings, products or services) provided by CRANIUM Campus.

b. CRANIUM Campus, a solution by Cranium Belgium NV with registered office at Excelsiorlaan 43, 1930 Zaventem, with company number 645.867.372.

c. Customer: the natural or legal person who has the intention or has committed to use education, trainings, products and/or services from CRANIUM Campus with or without payment.

d. Services: education, trainings (including but not limited to trainings), products and/or services provided by CRANIUM Campus.

e. Intellectual Property Rights: all industrial and intellectual property rights, including, but not limited to copyright, software protection rights, database rights, rights in unregistered trademarks, unregistered design rights, patents, utility models, supplementary protection certificates, registered trademarks, designs, and any other similar rights in any part of the world.

Article 2 **General Terms and Conditions**

2.1 The GTC shall apply to all offers, quotations, legal relationships and agreements regarding the provision of the Services also if these are not described or not further described in these GTC. Deviations to these GTC shall only be valid if they have been expressly agreed in writing. This version replaces all previous versions of GTC. CRANIUM Campus reserves the right to modify the terms of these GTC and shall notify Customer within reasonable time thereof.

2.1 The legal relation between CRANIUM Campus and Customer is governed by these GTC, the purchase order, invoices and possible specific conditions (hereinafter referred to as ‘the Agreement’). The Agreement eliminates and replaces all written

and oral agreements, proposals and commitments relating to the same subject, preceding this Agreement.

The Agreement prevails over the general terms and conditions or other conditions of Customer, even if those state that they are the only ones applicable. Deviations to this Agreement are only possible with prior written consent from CRANIUM Campus.

If any provision of these GTC is null, the other provisions of these GTC shall remain in full force. The parties undertake to replace the provision in case a provision proves to be void. The new provision should be as close as possible to the economic purpose of the omitted provision.

2.4 The Services of CRANIUM Campus consist of the organisation of education (raise knowledge and experience), seminars (inform), trainings (teaching of skills and/or change of attitude), coaching, learning solutions, support programs, development tracks, e-learning and other forms of training and the logistic and organizational support of trainings for Customer. Hereinafter these Services are jointly referred to as '(the) Trainings'. Trainings the Customer can participate to, together with other customers, will be referred to as 'Open Trainings'. Unless otherwise agreed, the Customer accepts that the Trainings are standard products which have not been created according to his or her specific needs. Consequently, Customer accepts that CRANIUM Campus does not give any guarantee nor takes any responsibility with regard to the Trainings' ability to meet the specific needs of Customer. CRANIUM Campus takes all reasonable measures to provide the Customer with information as complete and correct as possible, however, without giving any guarantee in this regard.

2.5 Commercial documents and offers from CRANIUM Campus do not establish any commitments on the part of CRANIUM Campus.

Article 3 Price & Payment

3.1 All prices are in Euros and exclusive of VAT and other taxes.

3.2 CRANIUM Campus reserves the right to modify its prices, with due regard for a term of thirty (30) days. In the event of any such increase in price applying to the current Agreement, the other party has the right to terminate the contract free of charge, until the date on which the change will take effect. Termination takes effect on the date on which prices are increased.

3.3 Invoices are paid by Customer within thirty (30) days after the invoice date. In case of Open Trainings, payment of the fees should be done at the latest one week

before the start date, unless it is a government customer who is allowed to pay only after participating to the course. In that case the invoice shall be paid at least within the week after this course. In case of registration less than a month before the date the course will take place, the payment of the fees has to be done immediately upon receipt of the invoice, unless it is a government customer who is allowed to pay only after participating to the course, in that case the invoice shall be paid at least within the week after the course.

With regard to registration for each non-governmental customer: if CRANIUM Campus has not received the full payment before the start of the training, CRANIUM Campus is entitled to deny access until full payment has been proven. During this period, its obligation until payment remains unchanged.

3.4. The financial obligations do not expire by not showing up at an education or training for which the participant has registered.

3.5 In the event of late payment or non-payment, an administrative cost of 5% of the invoice price will be charged with a minimum of 60 Euros. After expiration of the applicable payment period without full payment, default interest shall be owed by Customer, without prior notice, in accordance with the Belgian Act of 2 august 2002 on combating late payment in commercial transactions.

3.6 All goods provided to Customer remain property of CRANIUM Campus until all pre-agreed amounts, as well as all other amounts due to failure of payment, are fully paid to CRANIUM Campus.

Article 4 Cooperation of Customer

4.1 Customer shall always provide CRANIUM Campus on time with any data or information useful and necessary for the proper execution of the Agreement, and always provide every cooperation.

Article 5 Deadlines

5.1 All delivery terms and completion dates mentioned or agreed by CRANIUM Campus have been set to the best of its knowledge based on information available to CRANIUM Campus at the time the Agreement was concluded. CRANIUM Campus will take all reasonable measures in order to ensure the ordered Trainings can take place. Due to unforeseen and unavoidable circumstances (e.g. because total or partial stagnation of the transport equipment, illness, telecommunication problems, business disorder, shortcomings of suppliers and teachers of CRANIUM Campus),

CRANIUM Campus can cancel the Trainings, modify the content, date(s) or location. In these cases, the Customer can cancel its Training or opt for participation to a next session of the cancelled or modified Training. In case of cancellation, due to the situations mentioned above, the invoices already paid by the Customer will be reimbursed on request, without interest or other compensation. CRANIUM Campus reserves the right to change the trainer(s) if CRANIUM Campus deems necessary for the performance and quality of the Training.

Article 6 Intellectual Property Rights

6.1 All Intellectual Property Rights in, to or pertaining to all products developed or provided under or in the scope of the Agreement shall remain vested in CRANIUM Campus and/or its licensors. For the purpose of this article, “Product” shall mean: any and all analysis, methodology, design, documentation, training material, reports, offers, presentations (oral or in writing), software, data files, as well as preparatory materials. Nothing in the Agreement shall or can be construed as a transfer of Intellectual Property Rights in, to or pertaining to the Products.

6.2 Without prejudice to legal exceptions, the content and documentation of the Training shall not, in whole or in part, be multiplied, translated, modified or stored in any form or any manner, neither shall the content and documentation of a Training, in whole or in part, be communicated or passed on to the public in any form or in any manner (such as, but not limited to, in an electronic or mechanical way) without prior written consent of the person entitled or CRANIUM Campus.

6.3 Customer shall not, without prior consent from CRANIUM Campus, communicate to third parties about the approach, working method, case studies used etc.

Article 7 Confidential information

7.1 All information provided by one of the parties (“Provider”) to the other party (“Recipient”) of which the Recipient knows or may reasonably be expected to know of the confidential nature, must be deemed confidential information. The Recipient may only use this information for the sole purpose for which it was provided.

7.2 The Recipient commits itself to take all reasonable measures to ensure the confidentiality of confidential information received by her or by its employees. The Recipient will take reasonable indications of the Provider in this regard into account.

Article 8 Data protection

8.1 Data provided by Customer will be included in the database of CRANIUM Campus. This data will be used for client and Training management and in the pursuit of information- and promotional campaigns related to the Trainings offered by CRANIUM Campus and/or in the context of the contractual relationship between Customer and CRANIUM Campus. Customer can request access to and rectification of its data and this free of charge. If Customer does not wish to receive commercial information from CRANIUM Campus and third parties or the Customer wishes to stop the use by CRANIUM Campus of its electronic contact details for the purpose of information and promotional campaigns and other direct marketing purposes, Customer shall inform CRANIUM Campus hereof. If Customer provides personal data concerning his employees, he must inform these persons on the processing of this data by CRANIUM Campus for the above-mentioned purposes. Customer will also inform these persons on their free right to object to further processing for purposes of direct marketing and their right of access and rectification. Further information can be obtained through our privacy policy or from the Privacy Commission.

Article 9 Termination or amendment of the Agreement

9.1 This article concerns all agreements with Customer. On Open Trainings, additional provisions of article 11 apply.

9.2 Each party has the right to terminate the Agreement. However, only in the case the other party, following a proper notice of default in writing and as detailed as possible by means of which a reasonable period (but not less than thirty (30) calendar days) is provided to remedy the shortcoming, accountably fails to fulfil essential obligations included in the Agreement.

9.3 Each of the Parties may terminate the Agreement, in whole or in part, with immediate effect, without notice of default if the other party – whether provisionally or not- is granted a moratorium on payments, if a winding-up petition in respect of the other party is filed or if the company has been wound up or terminated for any reason other than reconstruction or company merger.

In no instance shall the party terminating the Agreement be obliged to refund amounts already received or to pay any damages. In the event of Customer's bankruptcy, the right to make use of the products and materials made available to Customer shall terminate by operation of law.

9.4 If Customer has already made use of Services in connection with the execution of the Agreement at the time of termination of the Agreement as referred to in article 9.2, these Services and the payment obligations pertaining to these will not constitute part of the dissolution, unless Customer proves that CRANIUM Campus is in default with regard to those Services. Any amounts CRANIUM Campus invoiced before the termination for services already performed or delivered in the context of the Agreement, remain fully due, taking into account the provision in the previous sentence, and are payable immediately at the time of the termination.

Article 10 Registration and confirmation of Open Trainings

10.1 Every registration of Customer to a Training, including but not limited to Open Trainings, must be done in electronic or written form. Registrations by phone will not be accepted. However, in case an intake is required for the training program, Customer can leave its contact details at the CRANIUM Campus website so that consultation can be done by phone. The Agreement between CRANIUM Campus and Customer will only come about after written or electronic confirmation of the registration from CRANIUM Campus. An invoice will be sent together with this confirmation.

10.2 The participant receives an invitation no later than 10 days before the start of the Training, containing details on the location, starting time and other specifications. If the requested Training is fully booked, Customer shall be notified and an alternative will be offered.

10.4 The registration of participants to Trainings of CRANIUM Campus is done in the order in which their requests are received.

10.5 The Articles 8, §1, 9 and 10 of the Belgian Act dated 11th March 2003 on certain legal aspects of services in the information society do not apply.

Article 11 Cancellation by Customer of an Open Training

11.1 Customer is entitled to cancel an agreed Open Training completely or partially. Cancellation must always be done in writing. Cancellations by phone are therefore not accepted. The cancellation date will be the date of receipt by CRANIUM Campus of the written cancellation.

In this regard, postponement of a Training is considered a cancellation followed by a new booking, to which this article is fully applicable.

11.2 Cancellation costs amount to (in % of the agreed price):

- 0% in case of cancellation up to 30 business days before start
- 50% in case of cancellation within 30 to 15 business days before commencement
- 100% in case of cancellation less than 15 business days before start.

11.3 Customer is entitled to replace a participant registered for a Training by another person if this is reported to CRANIUM Campus before start of the Training and this person meets the eligibility criteria in the opinion of CRANIUM Campus. Replacement at or after the start of the Training is not allowed. To such replacement no costs are incurred.

11.4 In case of an overnight stay at the training facility, the participant is responsible for the cancellation of that overnight stay. The acceptance of a timely cancellation of the Training does not, however, relieve the participant from his obligation towards the training accommodation.

11.5 If participants miss the whole or a part of a Training, they must catch up the missed courses to receive proof of participation of CRANIUM Campus. In case of training that leads to certification, catching up missed parts can be done in the subsequent training in the same country. The costs caused by compensating the missed courses are on the Customer's behalf. In case a participant fails to pass the certification, it is possible to take a resit during the next examination moment. The cost for taking a resit is 200 Euros, excluding VAT. There is no appeal procedure if participants fail. If they do not succeed after the resit, the courses must be taken again at a cost of 50% of the full list price.

Article 12 Modifications and/or cancellation of training programs by CRANIUM Campus

12.1 CRANIUM Campus reserves the right to, without notice of reasons, make changes to the training schedule and/or the training hours, accommodation, replace trainers, update study materials, books etc. or combine Trainings.

12.2 CRANIUM Campus will use its best effort to perform a Training in accordance with the agreements made, but does not accept liability in case a Training cannot be performed or has to be interrupted due to certain circumstances. In such case CRANIUM Campus will do all reasonable work to complete the Training or provide it at a later date. If the latter does not appear to be possible, already paid invoices will be refunded. Furthermore, CRANIUM Campus reserves the right to annul a group training due to lack of subscriptions. The enrolled participants will receive a message of such a cancellation no later than 10 working days before the start of the Training.

Together with Customer a next appropriate date is selected from a list of scheduled Trainings.

Article 13 Force Majeure

13.1 If a party is not able to fulfil its obligations under the Agreement due to force majeure, that party is obliged to communicate the force majeure to the counterparty by registered letter and supported by reasons, within 5 days after noting the force majeure situation.

13.2 Regardless of the nature of the force majeure, the Agreement remains intact. If fulfilment of the stipulated obligations in the Agreement is postponed by one of the parties, the parties should determine in consultation when the delivery or purchase obligation can still be met.

13.3 In as far as relevant, should a force majeure situation have lasted longer than six months or is foreseen to last longer than six months, each of the parties has the right to terminate the Agreement. What has already been performed under this Agreement will in that case be settled proportionately.

Article 14 Disclosure

14.1 Customer allows ISPU to disclose the by Customer chosen services of CRANIUM Campus and its nature, with reference to the name and logo or brand of Customer. After written consent of Customer, CRANIUM Campus is allowed to disclose the solutions and set up and disclose a description of the reasons that made Customer decide to choose for the solution of CRANIUM Campus as well as the benefits for Customer resulting from this decision.

Article 15 Liability

15.1 Without prejudice to the explicit commitments made by CRANIUM Campus under the Agreement, the liability of CRANIUM Campus is limited to the liability imposed by law. CRANIUM Campus cannot be held liable for indirect damage, such as loss of revenue, loss of profit or every augmentation of the overall costs. Neither will CRANIUM Campus be liable for possible damage arising from non-compliance with this Agreement by Customer, nor will CRANIUM Campus be liable for deficiencies caused directly or indirectly by an act of Customer or a third party, regardless of whether these are caused by fault or negligence. If the liability of CRANIUM Campus is being withheld, ISPU shall only be obliged to replace the Training and, if this is not possible, to reimburse the price paid.

These are the sole and exclusive remedies for breach of any and all warranties and the sole remedies for CRANIUM Campus's liability of any kind with respect of the performance of Services by CRANIUM Campus.

15.2 CRANIUM Campus cannot be held liable for any errors in printed matters or typesetting.

15.3 There is no liability limitation for damage caused by fraud or intentional error.

15.4 The opinions given during the trainings- by teachers or fellow participants – are non-binding and general. They may not be construed as (legal or technical) customised advice.

Article 16 Final provisions

16.1 Belgian law is applicable to the Agreement between the CRANIUM Campus and Customer.

16.2 All disputes relating to or arising out of the GTC are subject to the exclusive jurisdiction of the courts of Leuven.

16.3 Invalidity of one of the provisions of the Agreement will, under no circumstances, affect the validity of the other provisions, notwithstanding the invalidity of the contested provision. The parties undertake to, by mutual agreement, replace the invalid provision with a valid one, the economic effect of which is as close as possible to the invalid provision.

16.4 The fact that CRANIUM Campus does not claim a right or does not apply a sanction by no means implies a waiver of rights.