

GENERAL TERMS AND CONDITIONS 2025

Module Training

1. Applicability and modulation

1. This Module Training is part of the General Terms and Conditions of TrueFullstaq and is an inseparable part of it. Defined terms from the Core Module shall have the same meaning in this Module, unless explicitly deviated from in this Module.
2. The entirety of General Terms and Conditions applies to Training-related Services offered by TrueFullstaq at all times, whereby the Core Module regulates the more general provisions that apply to TrueFullstaq's Services, and this Module contains specific additional provisions that relate to the Training-related Services. The General Terms and Conditions of TrueFullstaq apply to every offer and/or agreement between Client and TrueFullstaq, regardless of the nature and content of Services, obligations, or the title of the agreement between the parties to be provided by TrueFullstaq. Client acknowledges that purchase conditions and other clauses proposed by Client through administration, e-mail signatures and other ways are now and in the future ineffective and have been rejected by TrueFullstaq.
3. In the event of a conflict between provisions in the Core Module and this Module, the provisions of this Module shall prevail.
4. In the event that the Client is a consumer, only the mandatory applicable legislation on these terms and conditions will prevail.

2. Conclusion of the Agreement

1. If Client wants to reserve a training course for 1 or more participants, Client will register and Client will provide the (personal) data requested by TrueFullstaq completely and truthfully. The Client guarantees that the person submitting the form is also authorised to represent the Client (and, to the extent relevant, the specified participants), or indicates in the form who is authorised to sign in the case of the requested quotation. The client must also clearly indicate in advance when he/she is a consumer or requests a training privately.
2. An Agreement for a Training is concluded when TrueFullstaq approves the request (n.b. not the receipt) of Client by e-mail, or because Client accepts a quotation from TrueFullstaq for a Training.
3. Training courses are provided at the current prices announced by TrueFullstaq. Unless explicitly included, the price does not include the additional costs for the training location, teaching materials, refreshments. When submitting a Training, the Client undertakes to reimburse the Training, including these additional costs. TrueFullstaq will specify the costs for the Training and additional costs separately on the invoice.
4. At external location, TrueFullstaq makes it clear to participants in advance whether and which snacks, drinks, packages are included in the Training. Failing this, any (further) consumption by participants, such as room service, orders, etc. in his own name. Participants settle the costs they incur on site with the external Location and in the event that it is not clear which participant has incurred costs, Client

is obliged to reimburse costs incurred by participants that the Location charges to TrueFullstaq.

5. Although TrueFullstaq makes every effort to inform the Client as well and completely as possible about the content of Training Courses with the associated prices and rates, TrueFullstaq cannot guarantee that this information is always accurate and complete. TrueFullstaq also makes a mistake or a typo from time to time. In that case, TrueFullstaq can unilaterally correct obvious errors or typos. This also applies to information on the website or in the media.

3. Registration

1. Unless otherwise indicated by TrueFullstaq, Client can register participants in a general Training (offered by TrueFullstaq) up to two weeks before the start of the Training, preferably earlier in connection with planning. If the desired Training is fully booked, TrueFullstaq will indicate this. Registrations shorter than two weeks are possible, but TrueFullstaq does not have to respond. Contrary to the provisions of this paragraph, no time limit applies to tailor-made programmes; The parties always agree on this in writing in consultation.
2. As a rule, TrueFullstaq confirms receipt of the registration and/or participation by e-mail after receipt of the registration. If Client registers orally, by telephone, the order confirmation is deemed to reflect the registration correctly and completely, unless Client lodges a protest within 2 working days by responding to the confirmation from TrueFullstaq.
3. TrueFullstaq will assess the request and determine whether it can make an offer. TrueFullstaq may contact you to discuss options and see if it can make an offer. TrueFullstaq takes various circumstances into account when scheduling, such as the availability of trainers, exam requirements, number of available and required participants. TrueFullstaq is not obliged to accept an application and can attach conditions to this. If a registration or request for a Training is rejected, TrueFullstaq does not have to give a reason.

4. Cancellation

1. TrueFullstaq wants to organize as many successful Training Sessions as possible, but sometimes things go differently (such as illness of a trainer) and then TrueFullstaq is entitled to change or cancel the Training.
2. In case of insufficient registrations, TrueFullstaq determines whether the Training will take place, and is entitled to propose a more appropriate form by e-mail, such as online training, other Location, teacher, or to move it to another time slot, or to merge it with a similar training. Including any changes to the agreed price. Client is given a period of three days to cancel free of charge, or to look for an alternative with TrueFullstaq. After this period has expired, the Client is bound by the revised training including payment obligation.
3. Cancellation by Client is possible at TrueFullstaq. A timely cancellation, more than a month before the start, is even free of charge. For cancellations less than one month before the scheduled date, the Client is obliged to pay 25% of the agreed fee. If the cancellation is less than a week before the start of the event, or if participants do not show up, the full costs will be charged, unless there is demonstrable force majeure.

4. After confirming a Training and/or participation, only TrueFullstaq can change or move it, or adjust the number of participants or replace participants with others. The client cannot do this.
5. The Client can only make a valid cancellation by e-mail. If cancellation is made by telephone or via another channel, such as via an app or a text message, the cancelling party will ensure that it is confirmed by e-mail as soon as possible. The cancellation date is always the date on which the e-mail is received by TrueFullstaq.
6. As an implementing party, TrueFullstaq is always entitled to cancel a Training for any reason. If TrueFullstaq cancels, TrueFullstaq will refund amounts already paid within 30 days in consultation with Client. Cancellation or dissolution by TrueFullstaq does not create a claim for Client and participant(s) to any other compensation or compensation towards TrueFullstaq outside the provisions of this article.
7. All terms and performances indicated by TrueFullstaq and applicable to TrueFullstaq have been determined to the best of their knowledge on the basis of data and circumstances known to TrueFullstaq at the time of making and will be observed by TrueFullstaq as much as possible. Such dates and deadlines are never deadlines, but deadlines within which TrueFullstaq will use its best efforts to provide the agreed Training. The mere exceeding of the term stated in the reservation or quotation does not put TrueFullstaq in default, nor does this provide a right to compensation or otherwise for Client. If there is a threat of exceeding any term or a Training on a date is not feasible for any reason, TrueFullstaq and Client will consult as soon as possible and look for a suitable solution for both parties.

5. Location, Preparation and Instructions

1. The trainer prepares the Training on behalf of TrueFullstaq and prepares resources/teaching materials at the Location of TrueFullstaq, external party or at Client. In the case of the Client's Location, the Client bears responsibility for selecting, suitably and preparing the Location and guarantees that the Training - for the trainers and participants - takes place in a safe manner, is legal and does not infringe on the rights of third parties.
2. If the Location belongs to the Client or has been made available by the Client for this purpose, the responsibility in the previous paragraph also includes any required permission, rent, or permit, and any other measures necessary to hold the Training there, regardless of where the Location is. TrueFullstaq accepts no liability for costs, fines or consequences arising from not obtaining the relevant permits or not complying with applicable regulations or house rules.
3. Client understands that organizing Training Courses is human work and partly depends on good cooperation with TrueFullstaq. In order to enable a proper preparation and preparation at Location of a Training, Client will always provide TrueFullstaq with all information necessary, requested and desirable for TrueFullstaq in a timely manner and will provide all cooperation. All persons and parties that Client deploys in the context of providing cooperation in the execution of an Agreement will have the necessary knowledge, skills and authorities requested by TrueFullstaq that are (in-)directly related to the Training.
4. The Client guarantees towards TrueFullstaq that participants follow obligations under the Agreement and the instructions and rules given by (the trainer of) TrueFullstaq for participation in the Training. Participants must provide their own transport and adhere to the schedule specified by TrueFullstaq, be present on time and be sufficiently prepared. It is the task of Client to provide material and information about the Training, whether or not provided by TrueFullstaq to Client for that purpose, to participants in a timely manner. If participants arrive late, do not prepare, do

not follow instructions or do not follow them badly, misbehave in any way, (the trainer of) TrueFullstaq is entitled to expel the participant from the training, without the participant or Client being entitled to any compensation.

5. If the Training is held online by TrueFullstaq, TrueFullstaq determines how participants can participate. TrueFullstaq assumes that participants are able to follow the online training courses themselves. The Client shall ensure that each participant has the usual means required for this purpose (stable internet connection, equipment with webcam, microphone, and input options). In case of specific requirements, preparation for participation, TrueFullstaq will communicate these upon confirmation, or in time before the start of the Training.
6. TrueFullstaq and trainers will optimally shape the Training at their own discretion, taking into account the relevant provisions of the Agreement. The Contractor and participants accept that the Trainer may make reasonable changes to the Training, material and programme on the basis of the situation, developments and current affairs, input from participants, or reasonable changes due to circumstances. In principle, the Client or a participant cannot derive any rights from such changes.

6. Prices and payment

1. Unless otherwise indicated, all prices indicated by TrueFullstaq in Euro are exclusive of government levies and, plus any additional costs incurred by TrueFullstaq or by participants in the context of the Training, will be charged to Client, including the applicable government levies. To avoid misunderstandings: if a training is exempt from VAT, TrueFullstaq will not charge for it.
2. Unless expressly stated in the Agreement, a certification or administration of a participant's formal examination is not part of the Training. If TrueFullstaq provides this, Client will bear the fees charged by TrueFullstaq. This also applies to costs incurred by TrueFullstaq for issuing and registering certifications.
3. Participants are (in addition to Client) jointly and severally responsible for obligations they enter into with TrueFullstaq and third parties such as the Location, unless the Parties deviate from this in writing in the Agreement. If Participants do not offer recourse for any reason, the Client guarantees the costs incurred by Participants, including the payment of participation fees, certification and other payment obligations caused.
4. If TrueFullstaq has asked for an advance payment during a Training, the Client is obliged to pay the amount reported by TrueFullstaq in advance via the payment method to be designated by TrueFullstaq. If the date of the Training is before the due date of the invoice, the Client will ensure payment of all fees, including for (additional) participants, before the start of the Training.
5. If Client or participants do not meet payment obligations in a timely or complete manner, (the trainer of) TrueFullstaq is entitled to deny the participant(s) access, to suspend certification/examination or to cancel it.

7. Material and information during the training

1. All intellectual property rights to the Training, provided material, works, and methods are reserved by TrueFullstaq either to the rightful owner. The Client (or the participant of) the Client is only granted a non-transferable right of use to apply the material and works and methods for the educational purpose of the Training during the Training, for the duration of the Training. Client and participants are never permitted to exploit, disclose or perform the aforementioned material and works that are reserved for the rightful owner, except for what is explicitly promised by TrueFullstaq in the Agreement.

2. If there are certifications, exams, exercises, the participant may only use them within the Training and they may not be distributed outside the circle of participants in the relevant training, may not be copied or provided or made available in any way to anyone other than the participant.
3. TrueFullstaq treats all information of Client and participants as confidential. The confidential nature contributes to the exclusivity and effectiveness of a training. Client and participants understand that what is shared on a Training by trainer, participants, Client, customers, relations may be confidential in nature and will keep obtained information (material and results) to themselves and not share it with others. The foregoing does not apply to public information.
4. The Client guarantees that material provided by it does not violate the rights of third parties.

8. Liability

1. In Trainings, each participant is responsible for his own goods, actions, and the consequences thereof. Client must inform Participants in advance about this and request the Participants to (i) enjoy participating in the Training, (ii) follow instructions and advice from trainers, (iii) adopt a good, constructive and careful attitude, (iv) observe the rules of the Location and Training and (v) take into account their own (medical) circumstances, which must be passed on to the trainer(s) in time. Client is responsible for participants towards TrueFullstaq and is expected to adequately insure itself against damage of any nature caused by the actions or omissions of participants or Client. The Client indemnifies TrueFullstaq against claims from its employees.
2. When engaging external trainers, booking Locations, TrueFullstaq will always take due care. However, TrueFullstaq is not liable for shortcomings of third parties used, nor for equipment and resources used in Training, works or the Location.
3. At no time can TrueFullstaq be held liable for actions of participants outside the Training, nor does it become responsible or liable for acts and omissions of Client. Client indemnifies TrueFullstaq against claims arising from participants or actions of Client.
4. TrueFullstaq is not liable for damage due to incorrect or incomplete information/advice in the training, or when Client or participant(s) does not follow instructions from the trainer or Location or does not follow them correctly.