

TERMS AND CONDITIONS

APPLICABLE TO ONLINE AND TAUGHT COURSES

Article 1 - Contact data

European Patients' Forum asbl (EPF)
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These terms and conditions apply to the sale of, application and participation in any Course. Please read these terms and conditions carefully before purchasing, applying for or participating in a Course and print off a copy for the Applicant's records.

Article 2 - Definitions

The concepts, hereafter marked with a capital letter, in these terms and conditions have the following meaning:

- **Course:** may concern a learning module, teaching and learning materials or training offered by EPF.
- **EPF:** European Patients' Forum asbl.
- **Fee:** means the fees paid by an Applicant to EPF for the Course.
- **General Terms and Conditions:** these general terms and conditions which apply to Courses or services provided by EPF.
- **Online Course:** means the delivery by EPF of an online course pursuant to which the Applicant learn course materials remotely.
- **Privacy Policy:** Privacy & Cookie Policy of EPF.
- **Services:** means the provision of the Online Course and/or the Taught Course and/or any course material provided to the Applicant.
- **Taught Course:** means a course taught by EPF in a classroom setting to which the Applicant attend in person.
- **Applicant:** each natural person that is applying for and/or is enrolled to participate in a Course.

Article 3 – The Services

EPF offers thematic Courses that are important for patients and patient advocates providing a cross-disease perspective from a wide patient community to the policy-making process on issues which have a direct impact on patients' lives.

By registering as an Applicant and / or using the Services, the Applicant acknowledges explicitly to have read and accepted these General Terms and Conditions.

The General Terms and Conditions apply to all offers, quotes, legal relationships and agreements relating to the provision of Courses, as well as the provision of Services, even if they have not been described (in more detail) in these General Terms and Conditions. These General Terms and Conditions may not contain any deletion and have priority over all others. They can always be consulted on the website of EPF. Each derogation on the General Terms and Conditions must be agreed upon in writing.

EPF commits itself to a best-efforts obligation and does not guarantee any result in respect to a Course. More in particular, EPF does not guarantee that the Applicant will obtain a professional qualification or employment opportunity from the Applicant's purchase, application or participation in a Service and/or Course.

The information in the Courses is of general nature. The information is not customized to personal or specific circumstances, and can therefore not be considered as a personal, professional or juridical advice to the Applicant.

All Courses and their teaching and learning materials provided to Applicants via EPF are exclusively for educational purposes. All Courses have been created with the usual care of an educational establishment.

EPF makes great efforts to ensure that the information provided is complete, correct, accurate and updated.

Article 4 – Enrolling for a Course

Each Applicant who wishes to enrol for a specific Course, will have to submit certain personal data while registering via a designated channel, so EPF can pursue its objective for the legitimate interest of EPF in the framework of the execution of its activities.

EPF will verify the Applicant's request in view of the admission requirements and will inform of its decision about enrolment within the timeframe indicated in the enrolment process. A written confirmation of acceptance is required to enroll to the Course.

A legally binding agreement between EPF and the Applicant shall come into existence when EPF has:

- (a) Acceptance of the Applicant's request for enrolment.
- (b) Received payment of the relevant Fee from the Applicant (if applicable).

Where the Applicant's request consists of multiple Courses, each individual course will be treated as a separate request. Acceptance of one request shall not be considered as acceptance of the other requests for other courses.

The legally binding agreement is an *intuitu personae* agreement. Therefore, the Applicant cannot assign this agreement or any of its rights or obligations to a third party.

If any of the Applicant's information changes, such as the Applicant's mailing address or e-mail address, the Applicant must notify EPF as soon as possible.

Article 5 – Cancellation

Where EPF has accepted / confirmed the enrolment of the Applicant to a Course and formed a legally binding agreement with the Applicant in accordance with article 4 above, then the Applicant is permitted within 10 working days starting on the day after the date the parties have concluded this agreement in accordance with article 4, to cancel the Applicant's enrolment to the specific Course.

If the Applicant has purchased/started an Online Course and has already accessed, downloaded all or part of the Online Course and/or started to use that Online Course then the Applicant shall have no right to cancel the Applicant's order.

Notwithstanding the provisions in this article 5, there is no other right to cancel or vary the Applicant's purchase of Services and any other cancellation and / or variation of course dates will be at the entire discretion of EPF.

Article 6 – Fee (if applicable)

Unless otherwise specified at the time the Applicant purchase the Services, the Fee is specified in euros and exclusive of VAT or other local taxes, the cost of some course materials and any delivery costs payable in respect of the delivery of course material to the Applicant. Each of these costs will be set out in the communication to the Applicant when purchasing the Services.

Fees must be paid within 30 days after registering as an Applicant for a specific Course. In any case the Fees must be paid in full prior to the Applicant attending any Taught Course or accessing any Online Course. Any fees charged by the Applicant's debit or credit card provider in connection with the purchase of the Services are for the Applicant's account and EPF shall not be responsible for these.

In the event of non-payment or late payment, administration fees amounting to 5% of the invoice amount with a minimum of EUR 60 shall be charged, without prejudice to the right to claim higher damages, subject to proof of higher actual damage occurred. If the term of payment has fallen due without full payment having been made, interest on arrears shall be due by operation of law and without prior notice of default in accordance with the provisions of the Act of 2 August 2002 on combating late payment in commercial transactions.

The Applicant shall be responsible for all costs the Applicant incurs in connection with his/her attendance at any Taught Course or the Applicant's access onto any Online Course.

Even when an Applicant does not appear at a Course for which he has registered, or was registered, the financial obligation to pay the Fee towards EPF shall remain in force.

Article 7 - Intellectual property rights - Right of use

All intellectual property rights in the course materials, Online Courses and the speeches made by the trainers at the Taught Courses are, and remain, the intellectual property of EPF or its licensors, whether adapted, written for or customized for the Applicant or not.

The Applicant are not authorized to:

- (i) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the course materials without prior written permission;
- (ii) record on video or audio tape, relay by videophone or other means the Online Course or Taught Course given;
- (iii) use the course materials in the provision of any other course or training whether given by EPF or any third party trainer;
- (iv) remove any copyright or other notice of EPF on the course materials;
- (v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.

Breach by the Applicant of this clause 7 shall allow EPF to immediately terminate these terms and conditions with the Applicant and cease to provide the Applicant with any Services, including but not limited to access to the Online Courses.

In consideration of the Fee paid by the Applicant (if applicable), EPF grant to the Applicant a limited, non-transferable, non-exclusive license to use the course materials and the software in respect of the Online Course for the sole purpose of completing the Online Course and / or attending the Taught Course.

Article 8 - Liability

Although EPF aims to provide the Services to the highest standards of the industry, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the programme or course materials and any reliance by the Applicant on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement. EPF is not liable for any actions of one or more Applicants outside the framework of the Course.

Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the Services.

EPF's total liability arising from or in connection with these terms and conditions and in relation to anything which EPF may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fee received by EPF (if applicable) in connection with the relevant Online Course or Taught Course in relation to which a dispute has arisen.

Nothing in this Agreement shall exclude or limit EPF's liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under Belgian law may not

be limited or excluded.

No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by EPF.

Article 9 – Termination

EPF shall be entitled to suspend or terminate these terms and conditions and cease to provide the Applicant with any Services with immediate effect in the event that the Applicant:

- a. fails to pay when due the Applicant's Fee (if applicable);
- b. acts in an aggressive, bullying, offensive, threatening or (sexual) harassing manner towards any employee of EPF, any teacher or lecturer who provides the Online or Taught Courses or any student who attends any Online or Taught Course;
- c. cheat or plagiarize any work which the Applicant are required to prepare or submit in connection with the Services or during any examination taken in connection with the Services;
- d. steal or act in fraudulent or deceitful manner towards EPF or our employees or any other students who may be on our premises or attending our Taught Courses;
- e. intentionally or recklessly damage EPF's property or the property of our employees or other students attending our premises or attending our Taught Courses;
- f. are intoxicated through alcohol or illegal drugs while on EPF's premises or training location;
- g. commit any criminal offence committed on EPF's premises or where the victim is our employee student, trainer or volunteer;
- h. is in breach of these terms and conditions (including the 'Rules of Conduct' in Annex 1).

On termination articles 7 (intellectual property rights) and 8 (liability) shall continue notwithstanding such termination.

If an Applicant is suspended or excluded from a Course based on this article 9, the Applicant will not be entitled to any restitution of the Fee (if a fee is applicable).

Any decision to suspend or terminate providing the Services shall be taken by EPF based on the knowledge and facts that are brought to the attention of EPF and with respect of all legal limitation such as GDPR. An Applicant can appeal against such a decision within 14 calendar days after such decision was notified to the Applicant. In the latter case, the request of the Applicant will be brought to the attention of the Board of EPF, that will consider the case taking into account the interest of all parties involved and will take a decision that shall be final and binding upon both EPF, the Applicant and any third party (potentially) involved. EPF Board might consult the EPF Ethics committee to receive their non-binding opinion.

Article 10 – Entire agreement

These terms and conditions are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. The Applicant confirms that they have not relied on any representations in entering into these and any other terms and conditions with EPF.

If any provision of these General Terms and Conditions is invalid, the other provisions of these General Terms and Conditions shall remain in full force. The Parties undertake to replace the provision that was declared null and void by a provision which as closely as possible approximates the economic intent of the provision declared null and void.

Article 11 – Force Majeure

EPF shall not be liable to the Applicant for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

Article 12 – Applicable law and competent court

This agreement between the parties is governed by Belgian law. In the event of dispute and / or non-payment (if applicable), only the courts of the juridical district of Brussels have jurisdiction.

Article 13 - Data protection.

When the Applicant registers with EPF, the Applicant will need to provide certain personal data such as the Applicant's contact details. EPF will store this personal data and use it to contact and provide the Applicant with details of the Services the Applicant has purchased and otherwise as required during the normal provision of the Course.

The [Privacy Policy of EPF](#) applies to this and is part of these General Terms and Conditions.

By registering as an Applicant and/or providing personal data to EPF, the Applicant agrees unconditionally and irrevocably with the stipulations of this Privacy Policy. These are available for consulting on the website of EPF. Read this Policy carefully as it contains the Applicant's rights and obligations as Applicant.

ANNEX 1
RULES OF CONDUCT

It is important to share with the Applicant guidelines for the overall wellness of all Applicants during the Course.

To promote an enjoyable and healthy atmosphere, the Applicant must understand what sort of behavior is expected from all our Applicants. Therefore, we ask that the Applicant familiarize yourself with EPF's Rules of Conduct for Courses.

- Be respectful of each other's points of view, we each have a different reality
- It's ok to be ok and it's ok to not be ok
- We all have different things to learn, let's be curious about what those are and ask for permission to offer experience and points of view
- Ask for and offer help
- Ask questions and if the Applicant don't understand then please ask – someone else probably doesn't understand either. There are no stupid questions.
- We will support each other's learning
- If the Applicant needs a break, take it and let the EPF Staff know
- Ask people to repeat and speak slower – what does the Applicant need?
- Try things out and see what the Applicant wants to take away
- Feedback is a gift which the Applicant can choose to accept or give away
- Keep what is said in the group private, including people's numbers and messages
- Do not use offensive language (flaming, attacks, hate speech, political & religious discussions)

An Applicant can report any behaviour that they may have found breaking these Rules of Conduct by simply contacting the EPF Staff or a Course Trainer. EPF will treat such report seriously and will engage with the relevant parties and take the necessary steps in the interest of the Applicant, the Course and EPF in general.

Anyone who does not respect or follow the Rules of Conduct may be subject to sanctions up to permanent ban from EPF.