

TRAINING TERMS AND CONDITIONS

Introduction

These general terms and conditions for training (“training terms”) contain all rights and obligations of Xebia and its affiliates and subsidiaries (“us”, “our”, en “we”) and the natural or legal person contracting with Xebia. and/or its affiliates and/or subsidiaries (“you” and “your”). Capitalized terms have the meanings ascribed to them in these training terms.

These training terms apply to all our trainings, courses, and sessions where we take care of the program and trainer (each a “training”) and to all documents you use to purchase a training, including for instance a purchase order. We hereby explicitly reject the applicability of any other terms and conditions, including your general terms and conditions.

Agreement, changes, and cancellation

You can apply for our trainings on our website. By applying, you expressly confirm that you agree to our training terms. An agreement exist only if and when we have confirmed your application in writing. Commitments from or agreements with our personnel or third parties engaged by us are only enforceable when we have confirmed such commitments and/or agreements in writing.

You can always cancel a training in writing. We will not charge you for a training if you cancel it up to 1 month before the first training day. We will charge you 50% of the training price if you cancel a training between 1 month and 2 weeks before the first training day. If you cancel a training within 2 weeks of the first training day, we will charge you the full training price.

We may interrupt, reschedule, and/or cancel a training in case of unforeseen circumstances, including without limitation a shortage or excess of applications for a specific training, or illness of the trainer. We will always notify you of this as soon as possible. After you have received such notification, you will have 2 weeks to cancel the training and receive a full refund.

Prices and rates

You can find all of our training rates on our website, <https://www.xebiaacademyglobal.com>. All training rates are exclusive of taxes (GST) and other additional costs (if any). Unless agreed otherwise in writing, our training rates include the cost for training materials (as defined hereafter), use of tools, training room, coffee, tea, and lunch (if any). We may also change our training rates after we have entered into an agreement with you in case of changed circumstances.

Invoicing and payment

You are required to pay for the training up front for which we shall invoice you. Unless agreed otherwise in writing, you shall pay correctly invoiced amounts within 14 days after receiving our invoice. If you fail to pay such amounts within the agreed payment term, we reserve the right to deny your participant(s) to the training (each a “participant”) access to the training. If you make use of our online payment option, the terms and conditions of our financial service provider also apply.

You are not entitled to suspend or set-off due amounts. If you do not pay due amounts within the agreed payment term, we are also entitled to interest @ 18% per annum over those amounts without a notice of default being required. If after a repeated request for payment you still fail to pay the due amounts, we may engage a third party to seize and levy our claim. If this happens, you are also liable for all accompanying cost, including without limitation all judicial and extrajudicial costs. The extrajudicial costs will be calculated as 15% of the total outstanding claim with a minimum of USD 145.

Intellectual property

All intellectual and industrial property rights to provided equipment, programming, training materials and/or documentation (together the “training materials”) are and remain the exclusive property of us and our licensors. You may not make public, copy, duplicate, or otherwise reproduce any training materials. You may not make audio and/or video recordings of a training. The training materials may only be used by the participant(s).

Contact

Please note that we will use the information provided by you through our website in accordance with our privacy policy (<https://www.xebiaacademyglobal.com/assets/uploads/Xebia-Privacy-Policy.pdf>). If you have any questions on our privacy policy, please let us know. Our contact details can be found in our privacy policy.

Other terms

Except for our intentional or gross negligence, our liability for damages concerning our performance or non-performance of our obligations under the agreement between you and us is limited to the price of the training from which such liability results. We are not liable for damages resulting from an interruption, re-scheduling and/or cancellation of a training. We are in no event liable for any other damages, including without limitation indirect damages, consequential damages, or damages resulting from mutilation, delay, unclarity, or other defaults in the communication between you and us.

All agreements between you and us are governed exclusively by the laws of India. Any disputes and differences shall exclusively be adjudicated by the courts/Tribunals of New Delhi, India.