

GENERAL TERMS AND CONDITIONS

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The legal relationship between Chetta-Jones Consulting, having its registered office at Vlierstraat 61, 3590 Diepenbeek, registered with the Crossroads Bank for Enterprises under number 0736.620.968, email: info@the-c-effect.com, <https://www.the-c-effect.com>, known under the trade name The C Effect (hereinafter referred to as “The C Effect”), and the Client (collectively referred to as the “Parties”), shall be governed by these General Terms and Conditions (hereinafter referred to as the “Terms”), which may be supplemented by specific terms and conditions (together, the “Agreement”).

These Terms shall have the force of law in the relationship between The C Effect and the Client and shall supersede and replace all prior written or oral arrangements, agreements, proposals, and commitments relating to the same subject matter that may have preceded the date of the final Agreement between the Parties.

1. Application

1.1. These Terms apply to the digital services provided by The C Effect in the form of e-learning modules (hereinafter referred to as the “Content”), as made available in different packages (hereinafter referred to as the “Content Package(s)”), in connection with the order placed by the Client on the website of The C Effect. The various Content Packages are detailed in Annex 1 to these Terms.

1.2. When ordering the Content Package remotely (for example, via the website), the Agreement is concluded only after the Terms have been made available to the Client. The text of the Terms shall be provided to the Client in such a way that it can be easily stored on a durable data carrier. The Terms are always made available to the Client via the website, as well as at the time of ordering the Content Package.

1.3. When ordering the Content Package from The C Effect via its website, the Client must expressly accept these Terms, thereby agreeing to their applicability to the exclusion of all other terms and conditions. Such express acceptance is made by ticking the checkbox at the bottom of the website during the ordering process.

When ordering the Content Package from The C Effect by means other than through the website, the Terms shall be sent to the Client by email. The Client shall accept these Terms by electronically signing the agreement using a secure electronic signature platform. This electronic signature constitutes a legally binding acceptance of the Terms. The signed Terms must be sent to info@the-c-effect.com as confirmation.

Acceptance of these Terms may also occur implicitly. Such implicit acceptance shall be inferred, among other things, from the Client's access to the Content (including but not limited to viewing or otherwise using the Content). Alternatively, the Terms shall be deemed accepted by the Client if no objection has been raised within a reasonable period following their receipt, which is hereby set at seven (7) calendar days.

Deviations from the Terms shall only be valid if expressly agreed in advance and in writing by The C Effect.

1.4. The C Effect reserves the right to amend or supplement the Terms at any time, provided there is a valid reason for doing so. In particular, The C Effect shall comply with the provisions of Book VI of the Belgian Code of Economic Law (Wetboek Economisch Recht, WER). Where applicable, such amendments or supplements shall be communicated to the Client in writing. If the Client does not submit a written objection within fourteen (14) calendar days following receipt of such notification, the Client shall be deemed to have accepted the relevant amendment(s) or supplement(s).

1.5. The Client is solely and exclusively responsible for the accuracy of all data provided and used. By placing an order for the Content Package, whether via the website or otherwise, the Client confirms that they possess the necessary authority of representation, legal capacity, and competence to act. The C Effect accepts no responsibility whatsoever for orders placed by individuals who do not meet these criteria or for any incorrect information provided by the Client.

1.6. The Content is explicitly intended for consumers within the meaning of Article I.1, 2° of the Belgian Code of Economic Law. Accordingly, orders for the Content may only be placed by natural persons, excluding legal entities.

2. Conclusion of the Agreement

2.1. Commercial documents and offers do not create any binding obligations on the part of The C Effect. All quotations and price indications are without obligation, both as to price, content, execution period, and delivery time, and shall expire 14 days after issuance unless otherwise agreed in writing between the Parties. The quotation is based on the information available to The C Effect at the time from the (potential) Client.

2.2. The Agreement between The C Effect and the Client is concluded once the Client places an order for Content Package via the website and The C Effect confirms this order to the Client by email. The order confirmation will be sent to the email address provided by the Client. It is the Client's responsibility to ensure that such messages do not end up in the spam folder.

2.3. Only the Content explicitly specified in the order confirmation is included in the Agreement. Any changes and additional Content and/or services—regardless of the reason—fall outside the original Agreement and will be charged separately.

3. Prices

3.1. The C Effect shall express the applicable prices in euros. The Parties agree that the applicable prices are those in effect at the time of the conclusion of the relevant Agreement between The C Effect and the Client.

The C Effect is permitted to promote special offers in accordance with Article 2.1 of the Terms.

3.2. If payment is made in a currency other than euros, any exchange rate differences, conversion fees, bank charges, or related costs shall be borne solely by the Client. The C Effect shall not be held liable for any price differences resulting from currency fluctuations between the time of the order and the time of payment.

3.3. The total price of each Content Package, including VAT, is detailed in Annex 1 to these Terms.

4. Payment and invoicing

4.1. When ordering the Content Package through The C Effect website, payment must be made immediately upon placing the order, unless otherwise agreed. The C Effect offers secure online payment methods available through its website, such as credit/debit card or PayPal. Available payment options may vary depending on the Client's location and are shown during the checkout process.

4.2. Immediate payment upon ordering the Content Package is only waived if expressly agreed upon in writing between the Parties. In such cases, The C Effect will issue an invoice within ten (10) days following the order date, and the Client shall pay the invoiced amount within the payment term specified on the invoice. The C Effect reserves the right to grant access to the Content Package only after full payment has been received.

4.3. In the event of non-payment on the due date, a formal notice of default will be sent to the Client/consumer in accordance with Book XIX of the Belgian Code of Economic Law. This notice shall take the form of a first payment reminder sent free of charge. If payment has not been received within fourteen (14) calendar days following this reminder, the outstanding invoice amount shall be increased by interest at a rate of 1% per month on the unpaid amount, with each commenced month considered as a full month. Furthermore, a fixed compensation for damages shall be due as follows:

20 EUR if the outstanding balance is less than or equal to 150 EUR;

30 EUR plus 10% of the amount due on the portion between 150,01 EUR and 500 EUR if the outstanding balance is between 150,01 EUR and 500 EUR;

65 EUR plus 5% of the amount due on the portion exceeding 500 EUR, capped at a maximum of 2.000 EUR if the outstanding balance exceeds 500 EUR.

4.4. In the event of non-payment, all outstanding amounts shall be recovered through legal proceedings.

5. Delivery of the Content

5.1. The delivery of the Content, defined as the electronic provision thereof, shall take place within twenty-four (24) hours following the conclusion of the Agreement, by granting the Client direct access to the purchased Content.

5.2. The indicated delivery period is non-binding and is provided for informational purposes only. Under no circumstances shall the Client be entitled to claim any compensation for damages due to a delay in delivery. Only if delivery — as defined in Article 5.3 — does not occur within twenty-one (21) calendar days following the conclusion of the Agreement, shall the Client have the right to terminate the Agreement, in which case any payment already made shall be refunded.

5.3. Access to the Content shall be provided by means of a unique, personal access link. Delivery shall be deemed to have occurred at the moment the Content has been made electronically available and accessible to the Client, by means of this link.

5.4. It is the Client's sole responsibility to ensure that the necessary technical requirements are met in order to access and use the Content. These requirements include a stable internet connection, a PDF reader, a compatible and up-to-date browser, and compatible hardware.

To ensure an optimal viewing experience for The C Effects' content, including video lessons, users will need the following minimum and recommended specifications:

a) Internet Connection

- Minimum: A stable broadband internet connection with a download speed of at least 5 Mbps.
- Recommended: A high-speed internet connection with a download speed of at least 20 Mbps for smoother, higher-quality streaming.

b) Compatible and Up-to-Date Web Browser

Users should have a compatible and up-to-date web browser to access the video lessons. We recommend keeping your browser updated to the latest stable version for the best performance and security.

•Recommended Browsers (latest stable versions):

- Google Chrome
- Mozilla Firefox

- Microsoft Edge
- Apple Safari (for macOS and iOS devices)
- Ecosia

• Important Browser Settings:

- JavaScript must be enabled.
- Cookies must be enabled.
- Pop-up blockers should be disabled for the lesson platform's domain (if applicable for any interactive elements).

c) Compatible Hardware

Users will need a device capable of playing modern video content.

Desktop or Laptop Computer:

- Operating System:
 - Windows: Windows 10 or later
 - macOS: macOS 10.15 (Catalina) or later
 - Linux: Most modern Linux distributions (e.g., Ubuntu 20.04 or later)

Mobile Device (Smartphone or Tablet):

- Operating System:
 - iOS: Latest two major versions
 - Android: Latest two major versions
 - Device Age: A device less than 5 years old is generally sufficient.
 - Note: While many video lessons will be accessible on mobile devices, a desktop or laptop computer is recommended for the best interactive experience, especially if there are any embedded exercises, downloads, or navigation that benefits from a larger screen and keyboard/mouse.

d) Video Format

The video lessons will primarily be delivered using MP4 format (H.264 video codec with AAC audio codec). This is the industry standard for web video due to its wide compatibility across devices and operating systems, and its excellent balance of quality and file size. Our platform will likely use adaptive bitrate streaming to deliver the most appropriate quality based on the user's internet speed.

e) Additional Software / Plugins:

- No specific proprietary software or plugins (like Flash Player) will be required. Videos will be embedded directly into the web page, leveraging modern browser capabilities (HTML5 video).
- A PDF reader (e.g., Adobe Acrobat Reader or built-in browser PDF viewer) will be necessary to view any downloadable materials.

The C Effect shall not be held liable for any failure to access or use the Content due to the Client's failure to meet such technical requirements.

5.5. The Client shall retain access to the Content for a period of six (6) months from the date on which access was first granted, regardless of whether or not the Client makes actual use of the Content.

5.6. Upon expiry of the six (6) month period, access to the Content shall automatically terminate, without any obligation on the part of The C Effect to provide prior notice thereof.

5.7. The C Effect reserves the right to terminate the Client's access to the Content prior to the expiry of the six (6) month period without prior notice and without any obligation to pay compensation to the Client, without prejudice to The C Effect's right to claim damages from the Client, in the following cases:

- if the Client shares, distributes, or otherwise makes the Content accessible to third parties, in violation of applicable intellectual property rights (article 11 of these Terms);
- if the Client provides incorrect or misleading information at the time of the order;
- in the event of late payment by the Client;
- in case of fraudulent use of access credentials or other misuse of the Content;
- in case of reputational damage caused to The C Effect by the Client;

6. Use of the Content

6.1. From the moment of delivery, the Client has a period of six (6) months to fully access and review the Content. The Content is of a general nature and is not tailored to any specific individual situation. The purpose of the Content, without any guarantee, is to support the Client in enhancing their personal and professional skills, depending on the purchased Content Package. The C Effect delivers the Content "as is" and does not guarantee that the Content will meet the Client's expectations or result in any specific outcomes.

6.2. The Client is granted a personal, non-exclusive, non-transferable, and limited license to access and use the Content solely for their own internal professional development. Any use of the Content beyond this scope, including but not limited to commercial exploitation, sharing, distributing, sublicensing, reproducing, modifying, translating, or publicly displaying the Content, is strictly prohibited without the prior written consent of The C Effect.

6.3. The Client shall not download, copy, or store the Content locally, unless explicitly permitted. The Client is required to keep all access credentials confidential and must not share these credentials with any third party.

7. Modification of the Content

7.1. The C Effect reserves the right to make changes to the Content that is made available to the Client in the following cases:

To ensure that the Content remains in conformity with Articles 1701/5 and 1701/6 of the Old Belgian Civil Code;

- To update or improve the Content based on new or relevant information;
- To prevent or address (potential) infringements of third-party intellectual property rights;
- To comply with legal or regulatory requirements.

7.2. Any such modification shall be made at no additional cost to the Client. It shall be clearly and understandably communicated to the Client in advance, where reasonably possible, indicating the nature, timing, and reason for the change. Such modification shall not negatively impact the Client's access to or use of the Content, unless such impact is minor.

7.3. In case the modification negatively affects the Client's access to or use of the Content beyond a minor impact, the Client shall have the right to terminate the agreement free of charge within 30 days from either the notification or the effective date of the modification, whichever is later.

This termination right does not apply if The C Effect offers the Client the possibility to retain the unmodified version of the Content at no additional cost, provided that version remains in conformity.

8. Right of withdrawal

8.1. In accordance with Article VI.53 of the Belgian Economic Law Code, the Client acknowledges that the right of withdrawal provided under Article VI.47 shall not apply to the delivery of digital content which is not supplied on a tangible medium, if the performance has begun with the Client's prior express consent and with the Client's acknowledgment that they thereby lose their right of withdrawal.

8.2. By placing an order for the Content Package, the Client expressly consents to the immediate provision of the digital content and expressly waives their right of withdrawal as described above.

9. Warranty

9.1. The C Effect undertakes to deliver the Content in accordance with Articles 1701/4, 1701/5, 1701/6, and 1701/7 of the Old Belgian Civil Code. This guarantee covers only any lack of conformity that is inherent to the Content. It does not cover defects resulting from improper use by the Client.

9.2. The Content shall be delivered in conformity with the Agreement and shall meet the quality, functionality, and performance standards that the Customer may reasonably expect.

9.3. In the event of a defect or lack of conformity, the Client must notify Chetta-Jones in writing (via email or registered letter) within one month after discovering the defect. Notifications must include a clear description of the issue and, where possible, supporting evidence.

9.4. Where a lack of conformity is confirmed, the Client has the right to a free repair (if applicable), an appropriate price reduction, or termination of the contract, as provided by law. These remedies will be carried out without undue delay and without significant inconvenience to the Client.

10. Liability

10.1. The delivery and quality of the Content are provided with full professional independence, to the best of The C Effect's knowledge and ability, and in accordance with the standards of good workmanship. The C Effect commits to a best-efforts obligation.

10.2. The Content is specifically developed for professionals and, depending on the selected package, aims to strengthen personal and professional skills, with particular focus on developing a growth mindset, enhancing emotional intelligence, and improving various soft skills.

However, The C Effect does not guarantee that the Content will achieve the desired or intended results for the Client, nor that it will fully align with the Client's specific situation.

10.3. Except for liability that is mandatory under applicable law, as well as warranty provision under article 8, The C Effect is only liable for damage caused by its intent, fraud, or gross negligence. Under no circumstances shall The C Effect be liable for loss or indirect damage, including but not limited to consequential damages, loss of profits, missed opportunities, damage to reputation or image, whether wholly or partially caused by its actions.

10.4. If The C Effect is held liable, such liability is limited to the amount paid out by its professional liability insurance for the relevant claim.

Should any damage occur to the Client for which The C Effect is liable but that is not covered by its professional liability insurance, The C Effect shall only be obligated to either remedy the defect or refund the price paid by the Client for the Content. In any case, the total

liability of The C Effect shall never exceed the amount paid by the Client to The C Effect for the relevant Content.

10.5. The C Effect makes every reasonable effort to ensure that the ordered Content is accessible and available 24 hours a day, 7 days a week, during a period of six (6) months. However, due to maintenance, website or network updates, or modifications to the Content (as described in Article 6), access to the Content may be temporarily interrupted. The C Effect cannot be held liable for any damages resulting from such interruptions. Likewise, it is not liable for any damages, direct or indirect, caused by the use of the website.

The period during which the Content is unavailable shall suspend the six-months access term until the Content becomes available again. Accordingly, the Client's access period will be extended by the duration of any such interruptions, ensuring that the Content remains available for a full, uninterrupted period of six (6) months

11. Intellectual Property Rights

11.1 "Intellectual Property Rights" means all intellectual, industrial, and other proprietary rights (whether registered or unregistered), including but not limited to copyrights, related rights, trademarks, trade names, logos, designs, models or applications for registration as designs or models, patents, patent applications, domain names, know-how, as well as rights in databases and computer programs.

11.2. All Intellectual Property Rights in the Content remain the exclusive property of The C Effect or its licensors. Nothing in this Agreement shall be construed as a transfer or assignment of any Intellectual Property Rights to the Client.

11.3. Upon purchase, the Client is granted a personal, non-exclusive, non-transferable license to use the ordered Content for a period of six (6) months , solely for their internal use.

11.4. The Client is strictly prohibited from sharing, distributing, sublicensing, renting, leasing, selling, commercializing, reproducing, or otherwise exploiting the Content in whole or in part to any third party without the express prior written consent of The C Effect.

11.5. In case of infringement by the Client of the provisions of this article, the Client shall owe a fixed penalty of 7.500,00 EUR per established infringement, without prejudice to the right of The C Effect to prove and claim full compensation for damages suffered and to immediately terminate the license granted.

12. Force Majeure

12.1. Except for payment obligations, neither Party shall be held liable for delays or failures in the performance of the Agreement if such delays or failures are caused by events or circumstances beyond their reasonable control, which were unforeseeable and unavoidable (force majeure). Such events include, but are not limited to, illness or unavailability of key

personnel, exceptional weather conditions, total or partial strikes affecting the delivery of the Content, epidemics and pandemics, earthquakes, fire, storms, floods, water damage, theft, blockage or failure of computer, IT, or telecommunication systems, network errors, hacking, acts of war or terrorism, government restrictions or embargoes, natural disasters, or other similar events beyond the Parties' control.

12.2. If either Party is affected by a force majeure event, it shall immediately notify the other Party in writing. Such circumstances shall release The C Effect from the obligation to comply with the agreed obligations.

12.3. In case of force majeure, the Parties may suspend the performance of the Agreement for the duration of the force majeure event, or terminate the Agreement by registered letter if the force majeure event continues for more than one month.

13. Processing of Personal Data

13.1. In accordance with the General Data Protection Regulation (GDPR) of 24 May 2016 regarding the protection of individuals with regard to the processing of personal data, The C Effect collects and processes the Client's personal data for customer management purposes (including, but not limited to, client administration, order follow-up, invoicing, and sending marketing and personalized advertising).

The personal data is processed based on Articles 6(1)(b) (performance of the Agreement), and 6(1)(f) (legitimate interests) of the GDPR.

13.2. If necessary to achieve the above purposes, the Client's personal data may be shared with affiliated companies within the European Economic Area that are directly or indirectly connected to The C Effect. The C Effect will require these recipients to take the necessary technical and organizational measures to protect the shared personal data.

If necessary for the purposes set out in these Terms or in the privacy policy, personal data may also be transferred to suppliers or recipients located outside the European Economic Area (EEA). The C Effect shall ensure that such transfers only take place where appropriate safeguards are in place, including an adequacy decision by the European Commission or the use of Standard Contractual Clauses, in accordance with the requirements of the General Data Protection Regulation (GDPR).

Personal data processed for customer management will be retained only for as long as necessary to comply with legal obligations (including accounting requirements).

13.3. The Client has the right at any time to access their personal data and to have it corrected if inaccurate or incomplete, erased, or restricted in processing. Furthermore, the Client has the right to receive a copy of their personal data in a structured, commonly used, and machine-readable format and to request transfer of their data to another company.

The Client may also object free of charge to any processing of their personal data for direct marketing purposes. To do so, the Client must send a written, dated, and signed request to The C Effect. In case of any doubt about the identity of the data subject, The C Effect may request additional information to verify identity.

13.4. For more information about its privacy policy, The C Effect refers to its privacy statement available at <https://www.the-c-effect.com/privacy-policy> .

14. Invalidity and waiver of rights

14.1. The possible invalidity, nullity, or unenforceability of any provision of these Terms and Conditions, and more generally of any provisions governing the legal relationship between the Parties, for any reason whatsoever (in whole or in part), shall in no way affect the validity of the other provisions of these Terms and Conditions, notwithstanding the invalidity of the contested clause.

The remaining provisions of these Terms and Conditions shall therefore remain fully in force and effect.

To the extent possible, the invalidated clause shall be replaced by a provision that most closely reflects the (economic) intent of the invalidated clause.

14.2. The failure by The C Effect to enforce any right or to apply any sanction shall not be considered a waiver of such right.

These Terms and Conditions and the overall legal relationship between The C Effect and the Client shall be governed by Belgian law. Any disputes arising out of or relating to the legal relationship between The C Effect and the Client shall be exclusively submitted to the courts of Hasselt, unless mandatory law provides otherwise.

15. Complaints, applicable law and jurisdiction

15.1. Any complaints regarding the Content Package must be treated confidentially and submitted in writing to The C Effect no later than 10 days after the delivery or completion of the Content.

The C Effect will send the Client a written acknowledgment of receipt within 14 days of receiving the complaint. If the complaint is deemed well-founded, The C Effect will make every reasonable effort to achieve a favourable outcome within 4 weeks from the date of acknowledgment. A one-time extension of this period by a maximum of 4 weeks is possible. In such case, the Client will be informed of the extension in writing.

The C Effect is not obligated to resolve the complaint if it is found to be unfounded.

15.2. The aim is to resolve complaints amicably. If a complaint cannot be resolved amicably, it will be considered a dispute and submitted to the competent court.

15.3. These Terms and Conditions, and the overall legal relationship between The C Effect and the Client, shall be governed by Belgian law. Any disputes arising out of or relating to the legal relationship between The C Effect and the Client shall be exclusively submitted to the courts of Hasselt unless mandatory law dictates otherwise.