



## TERMS OF USE – NEO ANIMALIA

WELCOME TO NEO ANIMALIA!

The website [www.neoanimalia.be](http://www.neoanimalia.be) is an online platform offering training in the field of animal health (hereinafter referred to as "**Neo Animalia**", "**the platform**" or "**the site**"). Neo Animalia is ISO 9001 certified for the development and organization of continuing education projects. The training courses offered on Neo Animalia are given by lecturers recognized for their knowledge and their clinical and educational experience, and who respect the ethical and deontological rules of the profession.

Neo Animalia is an initiative of 2Learn SA, a Belgian company whose registered office is located at Grand-Route 63/5, B-5380 Hingeon and registered with the Crossroads Bank for Enterprises (French: *Banque-Carrefour des Entreprises*) with enterprise number (VAT-BE) 0811.635.523 (hereinafter referred to as "**2LEARN**", "**we**" and "**our**").

By using our platform, you acknowledge that you have read these General Conditions of use (hereinafter referred to as "**General Conditions**") as well as our Privacy Policy and our Cookie Policy, and expressly accept the rights and obligations relating thereto. Together, these documents constitute the legal basis of Neo Animalia and define the rights and obligations of the users.

Any questions, comments or suggestions can be sent to [info@2learn.pro](mailto:info@2learn.pro) or via the contact form available on Neo Animalia.

### 1. DEFINITIONS

The terms used in the General Conditions must be understood as follows:

- "Visitor": anyone who consults Neo Animalia without creating an account. The Visitor has access to all the information with regard to the training courses offered by 2Learn, such as the complete programme, the trainers present and other practical information.
- "Subscriber": any Visitor who creates a free account on Neo Animalia. By creating an account, you can register for the courses offered by 2Learn.
- "User" (also referred to as "you" or "your"): all Internet users who use Neo Animalia, i.e. Visitors and Subscribers depending on the context.

“Consumer” means any natural person who subscribes to the paid services of 2LEARN for purposes that do not fall within the scope of its commercial, industrial, craft or professional activity.

## 2. ACCEPTANCE OF THE GENERAL CONDITIONS

By visiting and using Neo Animalia, the User acknowledges having read our General Conditions, as well as understanding and expressly accepting them. Any User who uses Neo Animalia on behalf of a company or legal entity will also be individually bound by these General Conditions, regardless of the existence of a separate agreement between 2LEARN and the legal entity concerned.

The General Conditions always remain fully and exclusively applicable, except in case of explicit derogation. A derogation is only valid insofar as it results from a mutual agreement expressly provided for in writing. These explicit derogations are intended to replace or supplement the clauses to which they relate. The other provisions of these General Conditions remain fully applicable in all cases.

2LEARN reserves the right to modify its General Conditions at any time. Any changes will be effective immediately upon publication on Neo Animalia. However, these amendments do not have retroactive effect. By continuing to use Neo Animalia, the User is deemed to have accepted the amended General Conditions. The User is therefore required to regularly read the General Conditions.

If you do not agree with our General Conditions, you must immediately stop using Neo Animalia.

## 3. CREATION OF AN ACCOUNT AND REGISTRATION FOR TRAINING COURSES

### 3.1 Conditions

The User can register on Neo Animalia by creating a user account. In doing so, the User can register for the various training courses and conferences offered by 2Learn. Creating an account is free and can be done by using an online form. You must provide a certain amount of information which is necessary to provide the service. The information marked with an asterisk is mandatory for creating an account.

The User is required to provide accurate, complete and up-to-date information. In the event of a change of situation, the User is required to update his personal information. 2LEARN has the right to demand at any time proof of the authenticity of the data and the Subscriber's identity by asking him to send a written certificate.

The creation of an account is necessary for the use of Neo Animalia, i.e. the possibility for the User to register for the various training courses and conferences offered by 2LEARN.

Your personal data is collected and processed by 2LEARN exclusively for the purposes stated in our Privacy Policy.

In addition, 2LEARN reserves the right to refuse the creation of an account or to delete an account at any time, without prior notice and without having to motivate its decision.

### 3.2 User account and login details

As soon as the account creation is completed, the User receives a confirmation email, sent to the email address as submitted by the User at the time of registration.

The Subscriber chooses the data necessary for his identification, in particular his password. These identification data are confidential and cannot be used by others. The Subscriber may under no circumstances communicate these data to third parties (including other Users), unless expressly authorised by 2LEARN. The User always remains individually responsible for the use that is made of his user account. Consequently, 2LEARN cannot be held responsible in case of fraudulent access or use of an account. The Subscriber must notify 2LEARN as soon as he suspects a breach of the confidentiality of his user account and/or identification data. 2LEARN will take all necessary measures to remedy the situation.

Each User is only entitled to one user account. Registration of multiple accounts under different names is strictly prohibited.

### 3.3. Registering for trainings

To register for trainings and conferences offered by 2LEARN, the User must first create a user account on Neo Animalia. Then, the User must log into his user account to be able to select the training of his choice and register online. By confirming his registration to the training, the User is bound to a payment obligation.

Payment of the registration fee is made in accordance with the conditions set out in point 6.2. of the General Conditions.

## 4. USE OF THE PLATFORM

The User shall use Neo Animalia in accordance with these General Conditions but also with the legislation in force, the rights of third parties and the general principles applicable on the Internet. Any other use is strictly prohibited and will automatically terminate the User's right of use. In particular, the following behaviour is prohibited:

- It is forbidden to access Neo Animalia by the illicit use of accounts of other Users.
- It is forbidden to register on Neo Animalia and/or to register for training under a false identity and/or with third party data.
- It is prohibited to undermine the proper functioning and security of the platform, in particular by spreading malicious software or computer viruses.
- It is forbidden to impair the experience of other Users or to cause them any damage.

In case of non-compliance with the above rules, 2LEARN will have the possibility to suspend or delete the account of the User concerned without prior warning. 2LEARN is not liable for any form of refund or compensation.

The User may, at any time, and for any reason whatsoever, decide to terminate his right of use by ceasing to use Neo Animalia. If the User wishes to permanently delete his user account, he must send a written request by post or e-mail to [info@2learn.pro](mailto:info@2learn.pro). 2LEARN will respond to your request within one (1) month of receiving it. In the event of account deletion, 2LEARN nevertheless retains certain information necessary for the proper operation of the platform and compliance with its legal obligations. The deletion of the account results in the deactivation and inaccessibility of the user account and all other services offered on Neo Animalia.

## 5. WHAT WE OFFER

### 5.1 Efficiency, security, availability

We provide our Users with a safe and efficient platform. 2LEARN takes all reasonable and necessary measures to ensure the proper functioning, safety and availability of Neo Animalia. Since the services provided by 2LEARN depend in part on external factors (internet traffic, intermediary providers, etc.), we are not in a position to offer an absolute guarantee of operability. The User should therefore consider our actions as being covered by an obligation of means.

The use of Neo Animalia is always at the User's own risk. Thus, 2LEARN cannot be held responsible for damages that may result from possible malfunctions, interruptions, defects or harmful elements present on the site, irrespective of the existence of a case of force majeure or an external cause.

2LEARN reserves the right to modify, limit, interrupt, suspend or remove Neo Animalia and its features at any time, without prior warning and without incurring its liability.

2Learn strives to ensure the quality of the platform by performing regular maintenance and software updates. In principle, these operations take place at a time when the level of activity on the platform is generally low, but this is not an obligation on the part of 2LEARN. Maintenance and updating operations may have a temporary influence on the accessibility and operation of Neo Animalia, without this incurring 2Learn's liability or giving rise to any form of compensation.

### 5.2 Content on Neo Animalia

2Learn determines the essential content of the platform and takes great care of the information on it. 2LEARN takes all necessary measures to keep the platform as complete, accurate and up-to-date as possible, even when the information is provided by third parties. However, 2LEARN cannot offer an absolute guarantee regarding the quality of the information on the platform. Although our sources are reliable, the information may not always be complete, accurate, precise, up-to-date and/or correctly indexed. We therefore recommend that our Users check the accuracy and completeness of the information on our platform. 2LEARN cannot therefore be held responsible for any damage, direct or indirect, that the User may suffer as a result of the information on the platform.

The User is invited to notify 2LEARN of errors on the website by e-mail to [info@2learn.pro](mailto:info@2learn.pro) or via the contact form available on our website. 2LEARN reserves the right at any time to modify, suspend or delete false, incomplete or illegal information without prior notice to the User.

### 5.3. User contribution to Neo Animalia

2LEARN can give the User the possibility to contribute to Neo Animalia by adding personal content to the platform, such as opinions or reactions to the proposed trainings. The User guarantees the quality of the content he publishes on the platform. The User acknowledges and confirms his full and entire responsibility.

The User accepts the display of his content on the platform as well as his identity (name and first name). 2LEARN reserves the right to use users' comments for marketing, promotional and advertising purposes on all communication channels it uses (website, social networks, newsletters, special offers, applications, etc.) and to pass them on to its business partners.

2LEARN is not under any general obligation to monitor content published by Users. It nevertheless reserves the right to refuse or remove, in whole or in part, any content at its sole discretion.

## 6. PRICES AND PAYMENT TERMS

### 6.1 Prices

All prices indicated on our website are expressed in EURO. The prices are indicated, both excluding VAT and including VAT. 2LEARN reserves the right to modify its prices at any time, but undertakes to invoice the price indicated on the site at the time of registration. 2Learn has the possibility to adapt its rates according to the time of registration ("early bird", "normal", "late" prices).

### 6.2 Payment methods

- Payment on invoice

Payment can be made at a later date, i.e. on invoice sent by 2LEARN to the e-mail address provided by the User at the time of registration.

Payment must be made upon receipt of the invoice and no later than fourteen (14) calendar days after the invoice date. In the event that registration is made within fourteen (14) days prior to the training, payment must be made no later than the day of the training. 2LEARN reserves the right to request proof of payment at any time.

The User may exceptionally agree with 2LEARN to spread the payment. In this case, 2LEARN reserves the right to charge an administrative fee to the User.

In the absence of payment as from the 15<sup>th</sup> day, 2Learn is entitled to claim interest equivalent to 12% of the unpaid sums, by operation of law and without prior formal notice, and this interest will be increased, as from the 45<sup>th</sup> day of delay, by a fixed and irreducible compensation equal to 15% of the amount due, with a minimum of 75€, by way of compensation for the damage suffered by 2LEARN. 2LEARN also reserves the right to claim the sums due to it through judicial proceedings.

If payment is not received within the agreed time, 2LEARN reserves the right to cancel the User's registration and refuse access to the training if payment has not been received by the day of the training at the latest. The place thus rendered vacant can be offered for sale by 2Learn once again. Nevertheless, the User remains bound by his payment obligation.

- Payment through a system of subsidies

The User has the possibility of paying through a system of subsidies (public or private: Training Cheques, KMO-Portefeuille, BRAWO). At the request of the User, and under certain conditions, 2Learn will send him a pro forma invoice.

2LEARN reserves the right to charge additional administrative costs in the event of payment through the system of subsidies.

The User undertakes to take the necessary steps with the competent bodies as soon as possible, so that the procedure and/or payment is made no later than the day of the training.

Under no circumstances can 2LEARN be held responsible for any delay or refusal on the part of the competent bodies. In such a case, the User remains bound to pay the price of the training in its entirety and in accordance with the terms provided in the General Conditions.

2Learn reserves the right to refuse any payment through the system of subsidies in the event that the User does not respect the rules laid down by the subsidy organisations. In such a case, the User remains bound to pay the price of the training in its entirety and in accordance with the terms provided in the General Conditions.

### 6.3. Cancellation and postponement of trainings by 2LEARN

Where circumstances warrant, 2LEARN reserves the right to cancel or postpone, in whole or in part, any training. 2LEARN undertakes to inform the participants personally and to inform them of the reasons for such cancellation or postponement.

In case of cancellation, the User is refunded in full the sums already paid.

In case of complete postponement of the training dates, the User can either keep his place or be reimbursed free of charge if he wishes. The User shall inform 2LEARN of his decision within eight (8) days from the date on which the User became aware of the postponement.

If the training is postponed for only a portion of the dates, 2LEARN will offer participants multiple alternative dates and select dates that are convenient for the majority of participants. No refund is provided by 2LEARN.

## 7. RIGHT OF WITHDRAWAL

Article VI.53 of the Code of Economic Law provides for exceptions to the Consumer's right of withdrawal, in particular for *"12° the provision of accommodation services other than for residential purposes, transport, car hire, catering or services related to leisure activities if the contract provides for a specific date or period of performance"*.

Since the trainings and congresses offered by 2LEARN can be considered as leisure activities and take place on a specific date, the Consumer has no right of withdrawal. The Consumer is thus subjected, like any other User, to the cancellation policy envisaged in point 8 of these General Conditions.

## 8. CANCELLATION POLICY

Any cancellation must be notified in writing to 2LEARN, by post or by email to [info@2learn.pro](mailto:info@2learn.pro). From the date of registration, the User is free to cancel his registration free of charge for eight (8) days. After this deadline, the registration fee will be refunded, subject to the following conditions:

(A) In case of cancellation at least two (2) months before the training, the User remains liable for an amount equal to 12% of the registration fee to cover administrative costs. If the full registration fee has already been paid, 2LEARN will refund the difference to the User. In this respect, in case of a payment through the system of subsidies, the General Conditions prevail over any general conditions of the subsidizing organizations.

(B) In case of cancellation less than two (2) months before the training, no refund will be made, unless another person takes the place of the person who cancels, in which case the User remains nevertheless liable for an amount equal to 20% of the registration fee to cover administrative costs. If the full registration fee has already been paid, 2LEARN will refund the difference to the User after receiving payment from the person who replaces the initial buyer. In this respect, in case of a payment through the system of subsidies, the General Conditions prevail over any general conditions of the subsidizing organizations.

(C) In case of cancellation less than fifteen (15) days before the training, no refund will be made. The User remains liable for the full amount of the 2LEARN registration fee. In this respect, in case of a payment through the system of subsidies, the General Conditions prevail over any general conditions of the subsidizing organizations.

(D) In case of absence of the User the day of the training, and whatever the reason of his absence, no refund will be made. The User remains liable for the full amount of the 2LEARN registration fee. In this respect, in case of a payment through the system of subsidies, the General Conditions prevail over any general conditions of the subsidizing organizations.

(E) A User who is not able to attend all or part of the training course is not entitled to any refund, even partial, of the registration fee. 2LEARN nevertheless has the freedom to offer the User the possibility to participate in another edition if it is not yet entirely full. However, this is not an obligation for 2LEARN. 2LEARN reserves the right to request proof of absence from the User.

## 9. INTELLECTUAL PROPERTY

The site and its content are protected by 2LEARN's intellectual property rights, in particular copyright, computer program law, database law and trademark law. The User is not authorized to modify, reproduce, communicate to the public, distribute, rent or sell the protected elements, without having obtained prior authorization from 2LEARN.

The User also undertakes to respect the intellectual property rights belonging to third parties and in particular to trainers. Any written or (audio)visual material made available to Users by 2LEARN or by a third party may only be used for strictly private purposes.

## 10. IMAGE RIGHTS

By registering for a training offered by 2LEARN, Users expressly waive their image rights. They accept and give irrevocable permission to be filmed and/or photographed as part of the training organized by 2LEARN. They undertake not to ask 2LEARN for any consideration for the use of their image. This authorization is valid worldwide and for an unlimited duration in time. 2LEARN undertakes to use their image only in the context of the promotion of the trainings it organises.

## 11. PROCESSING OF PERSONAL DATA

The personal data provided by the User during his visit and/or use of Neo Animalia are necessary to ensure the proper functioning of the platform and the provision of services by 2LEARN. Your personal data is collected and processed by 2LEARN exclusively for the purposes mentioned in our Privacy Policy. The amount of information collected by 2LEARN differs depending on the operations performed by the User on the platform (e.g., whether the User creates an account or registers for a training).

2LEARN assures its Users that it attaches the utmost importance to the protection of their privacy. It undertakes to comply with the applicable legislation, namely the Law of 8 December 1992 on the protection of privacy with regard to the processing of personal data ("Privacy Law") and the European Regulation of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("GDPR").

For more information about 2LEARN's handling of your personal data, please refer to our Privacy Policy.

## 12. LIABILITY

### 12.1. 2LEARN'S LIABILITY

2LEARN can only be held liable for gross negligence or minor and repeated shortcomings (contractual or extra-contractual) attributable to it and committed in the context of the execution of these General Conditions. Nor do we exclude our liability for wilful misconduct or fraud. 2Learn's liability is limited to direct damages arising from such shortcomings and can never exceed the value of the service for which the shortcoming occurred. 2LEARN shall in no event be liable for any form of indirect damages that may result from such breaches. "Indirect damage" shall mean, but shall not be limited to: any form of consequential damage, loss of profit, financial or commercial loss, loss of customers, increased costs, etc.

If the User jeopardises the liability of 2LEARN due to a contractual or non-contractual shortcoming, the User must take all necessary measures to indemnify 2LEARN against all claims or damages it may suffer as a result.

2LEARN cannot be held liable if the failure is attributable to the fault of the User, a third party outside the provision of the service or a case of force majeure. Force majeure means any unforeseeable event beyond 2Learn's control that prevents it from performing its obligations, in whole or in part.

In some trainings, participants and/or trainers are invited to bring animals. These animals remain under the full responsibility of their owner throughout the duration of the training, in accordance with Article 1385 of the Civil Code. 2LEARN cannot be held responsible for any damage caused by these animals.

Although 2Learn makes every effort to ensure that the content of the trainings corresponds to the announced programme, it cannot be held responsible for the quality, accuracy and relevance of the information provided by the trainers, both orally and in the written and (audio)visual materials made available to the participants. The trainers also declare that they do not infringe the intellectual property rights of third parties.

### 12.2 USER'S RESPONSIBILITY

The User who participates in a training is required to respect the ethical and deontological rules specific to the profession and, more generally, to behave in an adequate manner throughout the training. 2LEARN reserves the right to exclude or deny access to training to participants whose inappropriate or improper behaviour would prevent other participants or trainers from attending or delivering training in a normal manner. Any exclusion will be made without refund or compensation.

It is strictly forbidden to take pictures, film and/or record during the training sessions.

## 13. HYPERLINKS AND DOWNLOADS

### 13.1 Links

Neo Animalia may contain links or hyperlinks to third party websites. The presence of a link or hyperlink does not automatically mean that there is a relationship between 2LEARN and the third-party website or that 2LEARN implicitly agrees with the content of the third party website.

2LEARN has no active control over third-party websites and is therefore not responsible for any malfunction or lack of security on such websites. As soon as the User clicks on a link, he leaves our platform and can no longer hold 2LEARN responsible for any damage. These third-party websites do not necessarily offer the same



guarantees as 2LEARN. Therefore, we recommend that you carefully read their general conditions but also their disclaimer and privacy policy.

## 13.2 DOWNLOADS

Neo Animalia contains downloadable content. Any download from the platform is always at the User's risk. 2Learn shall in no event be liable for any direct or indirect damages resulting from such downloads, such as loss of data or damage to the User's computer system, which are the sole and exclusive responsibility of the User.

## 14. GENERAL PROVISIONS

### 14.1 Applicable law and competent court

The present General Conditions are entirely governed by Belgian law. Any dispute relating to their validity, interpretation or execution shall be subject to the exclusive jurisdiction of the courts of the judicial district of Liège. 2LEARN asks the User to make an effort in order to reach an amicable settlement of the dispute, by first contacting Neo Animalia's support service.

### 14.2 Severability

If any provision of these Terms and Conditions should prove invalid or unenforceable, this shall not affect the validity of remaining provisions of these General Conditions which shall remain in full force and effect. 2LEARN reserves the right to replace the invalid or unenforceable provision with an alternative provision that is as close in content and scope as possible.

### 14.3 TITLES AND SUBTITLES

The titles and subtitles used in these General Conditions are for illustrative purposes only. Therefore, no legal value can be accorded to them.

### 14.4 TRANSFER

2LEARN reserves the right to transfer or subcontract its rights and obligations under these General Conditions to a subsidiary or third party. The latter will be responsible for continuing the implementation of the agreement. 2LEARN will notify the User of such transfer at the appropriate time. The transfer is possible without prior authorization from the User or without this causing any compensation to be paid by 2LEARN.