

Terms and Conditions

SD WORX ACADEMY TERMS AND CONDITIONS

Article 1 OBJECT

1.1 SD Worx, with registered office at Radnička cesta 47, 10000, Zagreb, Croatia, with company number 95062520337, offers various services/products ("SD Worx Academy Offer") to the customer ("User") on the Academy website <https://www.sdworx.hr/hr-edukacija> ("sdworx.academy Learning Consultation Platform"). SD Worx Academy and the User are jointly referred to as the "Parties" and individually as a "Party". The SD Worx Academy Offer is exclusively B2B and includes: the organisation of classroom training courses, training programmes and coaching sessions (both online and face-to-face), the provision of live webinars, on-demand webinars, e-learning sessions, blended programmes and course materials, both externally and in-house.

Article 2 FREE OFFER FREEMIUM

The free information shared by SD Worx, including webinars, memos, presentations, etc. is provided "as is" based on the legislation in force at the time. The content of this information has been compiled with utmost care. We cannot guarantee the accuracy and completeness of this information.

This information is indeed solely for informational purposes and not as legal or professional advice.

You are advised to consult qualified advisors before taking any action based on this information.

SD Worx, its affiliated companies, partners, agents or employees, cannot be held liable for any damage or loss resulting from the use of the shared information.

The presence of this shared information creates no relationship between SD Worx and the user.

The shared information is exclusively intended for personal use; any other use is expressly prohibited.

Article 3 SCOPE OF APPLICATION

3.1 These terms and conditions ("T&Cs") apply to (i) any access to or use of the SD Worx Academy Offer, whether or not via the sdworx.academy Learning Consultation Platform and for whatever reason and (ii) the purchase, acquisition, receipt or use of the SD Worx Academy Offer, whether or not via the sdworx.academy Learning Consultation Platform.

3.2 By registering for an SD Worx Academy Offer, the User accepts that these T&Cs apply. Any User who does not accept that they are bound by these T&Cs shall not be able to use, acquire or purchase the SD Worx Academy Offer.

3.3 SD Worx Academy is entitled to unilaterally amend and/or terminate the terms and conditions of its services at any time. These Terms and Conditions apply from 14 March 2025 and shall remain in full force and effect unless an updated version is sent to the User in writing.

Article 4 ORDER AND USE

4.1 Unless otherwise agreed, the User accepts that the SD Worx Academy Offer contains standard products and services that have not been specifically created for their needs. The User accepts that SD Worx Academy does not provide any guarantees and assumes no responsibility in terms of the SD Worx Academy Offer's ability to meet the User's specific needs. SD Worx Academy shall take all reasonable measures to ensure that the information it provides to the User is as accurate and complete as possible but does not provide any guarantees in that regard.

4.2 The User must register and create an account on the sdworx.academy Learning Consultation Platform. The User can choose a training course from the SD Worx Academy Offer and confirm their purchase by clicking on the "Register" button. If the User registers for a synchronous type of training course, the User shall gain access to the platform with the appropriate login and password and the course materials shall be made available before the start of the session(s). If the User registers for an asynchronous type of training course, they shall also gain access to the platform and purchased training course with the appropriate login and password. Depending on the type of training course, this material shall be available for a term of six or twelve months after purchase. The User shall receive email confirmation of their purchase within 24 hours. After the purchase, the User always receives an electronic invoice from SD Worx Academy at the email address they have provided. This invoice is payable within 30 days of the invoice date. However, purchased Eblox training courses (or software training courses) are invoiced after the relevant training course takes place.

4.3 For in-house training courses, training courses of any type and consulting, a proposal is made to the User based on the information available to SD Worx Academy so far. The User confirms that this information is complete and correct. The Parties mutually agree on the programme.

4.4 All prices are in euros and exclusive of VAT. Any invoice amount that has not been paid by the due date and is not disputed in good faith shall accrue late payment interest at the statutory interest rate stated in the Obligations Act (Official Gazette of the Republic of Croatia nos. 35/2005, 41/2008, 125/2011, 78/2015, 29/2018, 126/2021, 114/2022, 156/2022, 155/2023), as amended from time to time. The User shall reimburse SD Worx Academy for all reasonable administration costs incurred by SD Worx Academy to collect all outstanding amounts and any other losses SD Worx Academy has suffered as a result of this default.. SD Worx Academy reserves the right to deny access to the SD Worx Academy Offer if the invoice is not paid on time. This is without prejudice to the payment of the outstanding invoice. The discontinuation of the User's access shall only be lifted when all amounts due have been paid.

Article 5 CANCELLATION/REPLACEMENT OPTIONS

5.1 External training courses

5.1.1 Training course cancellation by SD Worx Academy

SD Worx Academy reserves the right to cancel the training course.

If SD Worx Academy cancels the training course, the User shall receive a credit note for the amount spent.

5.1.2 Change of training course date by SD Worx Academy

SD Worx Academy reserves the right to postpone the planned training course to a later date for technical or any other reasons.

If SD Worx Academy moves the training course to a date that does not suit the User, the User must communicate this in writing by email or (registered) letter to hr.akademija@sdworx.com or SD Worx Academy, Radnička cesta 47, 10000, Zagreb, Croatia.

SD Worx may then decide to make a voucher available to the User for the amount paid for the ordered training course.

The User can then use this voucher to register for another SD Worx Academy training course at a later date. The amount of the aforementioned voucher is equal to the amount the User initially paid for the postponed training course. This voucher is valid for twelve months after the date SD Worx issued it.

5.1.3 Training course cancellation by the User

The User can only cancel the planned training course in writing by email or (registered) letter to hr.akademija@sdworx.com or SD Worx Academy, Radnička cesta 47, 10000, Zagreb, Croatia. SD Worx Academy shall apply the cancellation terms and conditions on the date it receives the email or letter.

The User can cancel the training course free of charge up to two months or more before the start date.

If the User cancels a training course two months to 14 days before it starts, a fixed administration fee of 62 euros will be charged.

If the User cancels the training course 14 to seven days before it starts, 100% of the registration fee due will be charged, if the User canceled the training course without the valid reason.

If the User cancels the training course seven days or less before it starts, 100% of the registration fee due will be charged regardless of the reason for cancellation.

The User can move the training course free of charge to another scheduled session (date or location) from the available SD Worx Academy range of external courses up

to two weeks before the training course start date. After that, an administration fee of 62 euros will be charged.

A colleague can always take the original participant's place free of charge.

As on-demand e-learning courses and webinars provide immediate access to the e-learning session/webinar and they are invoiced immediately after registration, they can't be cancelled by the User.

If the User for technical reasons is unable to participate for reasons SD Worx Academy is not responsible for (for example internet or network problems), SD Worx Academy cannot be held liable in any way. The User must contact their service provider in that case.

5.2 Legal update sessions:

5.2.1 Users can register for Academy 24/7 or the PROXY or FLEX Legal Update by participating in a subscription formula of successive sessions that is automatically renewed annually.

5.2.2 The subscription can be cancelled free of charge up to two months before the start of the last session. After that, an administration fee of 62 euros will be charged.

5.2.3 The User can only cancel the planned training course in writing by email or (registered) letter to hr.akademija@sdworx.com or SD Worx Academy, Radnička cesta 47, 10000, Zagreb, Croatia. SD Worx Academy shall apply the cancellation terms and conditions on the date it receives the email or letter.

5.2.4 Once the subscription has started, it can no longer be cancelled for that particular year.

5.3 Customised training course

5.3.1 Conditions for cancellations and postponements within six months after the date on which the training course was scheduled:

- a) Up to 30 days before the training date: free cancellation
- b) From 30 to 14 days before the training course date: 30% of the total amount will be charged as a cancellation fee.
- c) From 14 to seven days before the training course date: 50% of the total amount will be charged as a cancellation fee
- d) From seven days before the training date: 100% of the total amount will be charged as a cancellation fee.

5.3.2 The participant can only cancel the planned training course in writing by email or (registered) letter to hr.akademija@sdworx.com or SD Worx Academy, Radnička cesta 47, 10000, Zagreb, Croatia. SD Worx Academy shall apply the cancellation terms and conditions on the date it receives the email or letter.

5.4 The above cancellation conditions do not apply to SD Worx Academy events such as the Day of the Payroll Professional.

Article 6 LIABILITY

6.1 SD Worx Academy cannot guarantee that the SD Worx Academy Offer is accessible at all times. SD Worx Academy shall make a reasonable effort and take reasonable precautions to prevent any malware or computer software code, routines or devices affecting its software or other services in a way that renders the software, other services, systems or data unusable and/or damages, deletes, disables or electronically steals the software, other services, systems or data. SD Worx Academy does not guarantee that the Software or provided services using computer software are entirely error-free and will operate without any interruption.

6.2 SD Worx Academy is not liable for any consequential damage or indirect damage. This includes any damage or loss not directly and immediately resulting from contractual and/or extra-contractual default but still causing loss of income, interruption or stagnation of business activity, loss of profits, time or income, or any increase in overheads indirectly and/or after some time. Should SD Worx Academy be found liable, SD Worx Academy is only required to replace the SD Worx Academy Offer or – if that is not possible – refund the fee. SD Worx Academy's maximum liability is therefore limited to the value of the services purchased by the User.

6.3 The User accepts that the information stated in the SD Worx Academy Offer is not legal advice and is for information purposes only. The subject matter is complex and always evolving, so SD Worx Academy cannot guarantee either the accuracy or the completeness of the information provided in this course material. As some documents can be consulted for a long time, certain information may be outdated by subsequent legislation, recent jurisprudence or amended administrative instructions. SD Worx Academy shall therefore not be held liable for any direct or indirect damage as a result of consulting or using this information.

Article 7 INTELLECTUAL PROPERTY RIGHTS

Any information, techniques, methods, pictures, texts, scripts, course materials and models used by SD Worx Academy shall always remain the property of SD Worx Academy for the provision of the services. SD Worx Academy reserves the right to use the knowledge, experience and expertise acquired during the provision of the services for its own benefit and/or the benefit of third parties. The SD Worx Academy Offer is for personal use only and must not be distributed.

Article 8 FORCE MAJEURE

8.1 SD Worx Academy shall make all reasonable efforts to organise the chosen training courses. However, a training course may be cancelled, or its content, date, location or execution may be changed due to unforeseen circumstances.

8.2 SD Worx Academy shall therefore not be held liable for any delay, poor performance or non-performance of its obligations under these terms and conditions if this is due to force majeure. Examples of force majeure events are war, terrorism, rebellion, riots, explosions, strike or social conflicts, malfunction of the other Party's equipment, malfunctioning third-party telecommunication and IT equipment, and a third-party provider terminating the agreement with SD Worx Academy with immediate effect without any material breach by SD Worx Academy.

8.3 If force majeure prevents a Party from fulfilling its obligations under the Agreement for an uninterrupted period of more than three months, the other Party may terminate the relevant part of the Agreement by giving written notice to the other Party. In that case, the Parties shall not owe each other any compensation for this (except for the reimbursement of the fee paid by the User for the SD Worx Academy Offer that was not delivered).

Article 9 DATA PROCESSING

The personal data provided by the User is intended for SD Worx Academy. The User acknowledges that SD Worx Academy may use it for marketing purposes and promotional actions based on the User's purchasing behaviour. When providing SD Worx Academy Offer to the User, SD Worx Academy may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the User. The parties agree that where such processing of personal data takes place, the User shall be 'data controller' and SD Worx Academy shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time. SD Worx Academy shall only process personal data to the extent reasonably required to enable it to provide SD Worx Academy Offer as mentioned in these terms and conditions or as requested by and agreed with the User, shall not retain any personal data longer than necessary for the processing and refrain from processing any personal data for its own or for any third party's purposes, except when proper consents from the data subjects are in place. SD Worx Academy shall respect the confidentiality of personal data and process it in compliance with the data protection law and the General Data Protection Regulation. Further information about SD Worx Academy's approach to data protection are specified in its Data Protection Policy, which can be found on the following [link](#). For any enquiries or complaints regarding data privacy, you can contact us at the following e-mail address: hr.akademija@sdworx.com.

Article 10 SETTLEMENT OF DISPUTES AND APPLICABLE LAW

The Parties shall settle any disputes in connection with the performance of these terms and conditions amicably. If they are unable to reach an agreement, the competent court of Zagreb shall have sole jurisdiction. All rights, obligations and offers subject to these terms and conditions are governed exclusively by Croatian law.

Article 11 MISCELLANEOUS

Should individual provisions of these terms and conditions become invalid in whole or in part, this shall not affect the validity of the rest of the agreement.