



General Terms and Conditions – IAPP Trainings

On 25/05/2018

1. IAPP Trainings

1.1 The present general terms and conditions for the supply of training services (“GTC”) are applicable to all training offers regarding the International Association of Privacy Professionals (“IAPP”) (“Training”) given by MGSI S.à.r.l. (“MGSI”) in its capacity as IAPP Official Training Partner.

You may register for the following training session:

- CIPP/E (Certified Information Privacy Professional/Europe)
- CIPM (Certified Information Privacy Manager)
- CIPT (Certified Information Privacy Technologist)

1.2 The training is intended to strengthen knowledge of all participants regarding the General Data Protection Regulation EU 2016/679. The main goal of the training is giving guidelines to participants to ensure their processing activities and projects comply with data protection requirements.

2. Scope

2.1 Any participant who wishes to register must download, fill out and sign the registration form available on our website and return it duly completed to MGSI either by email or postal services prior the training session.

2.2 The GTC shall apply from the signature of the registration form by the participant.

2.3 By returning the form duly signed and filled out, the participant acknowledges having read and understood the present GTC and states they accept them without reserve.

2.4 Registration is final only after receiving full payment of registration fees.

2.5 MGSI reserves the right to modify or update these GTC at any time. The updated GTC shall apply to any new order regardless of the previous relationship between MGSI and the participant.

3. Language

3.1 Training sessions are given in French or English by MGSI’s team.

3.2 At the beginning of the training session, a teaching support in French or English will be given to participants.

4. Certification

4.1 After the training, the participant may obtain a certification. To that end, the participant shall register and pass the appropriate exam.

4.2 Registration for the exam shall be done online through the IAPP website. The exam is web-based and is scheduled every Thursday at the *Chambre des Salariés* Luxembourg (CSL) Lifelong Learning Centre (LLLC), located at 13, rue de Bragance, L-1255 Luxembourg. All participants shall go to the testing centre by their own means.



5. Prices and fees

- 5.1 The fee per participant is indicated on the registration form and is published on MGSI's website.
- 5.2 Registration is made in the name of the participant even if the registration fees are paid by his employer.
- 5.3 All prices are in Euro, excluding VAT. Any increase in VAT or any new tax that may be imposed between the time of the order and the payment for the training shall be at the participant's expense.

6. Invoicing and payment

- 6.1 Full payment of registration fees shall be made upon receipt of invoice and in any case prior the training session, by transfer to MGSI's account, as detailed in the registration form.
- 6.2 In the event of non-payment of the amount due upon receipt of invoice, the statutory late payment interest will be automatically due, pursuant to the legislation and regulation in force, namely the modified Law of 18 April 2004 regarding payment periods and interest for late payments.
- 6.3 In the event of non-payment of the amount due upon receipt of invoice, the costs regarding the recovery of debts will be invoiced to the client, pursuant to the legislation and regulations in force and namely, the modified Law of 18 April 2004 regarding payment periods and interest for late payments.

7. Cancellation / Postponement

- 7.1 Any cancellation shall be communicated to us in writing at least ten (10) business days prior to the commencement of the training. If the cancellation is communicated fewer than ten (10) business days before the training session, MGSI reserves the right to charge you 50% of the total amount and 100% of the total amount if the cancellation is notified less than five (5) business days prior the training date.
- 7.2 MGSI reserves the right to postpone the training session for reasons beyond its control.
- 7.3 Once the participant has been given course supports and an access code to validate IAPP membership, he may not claim a refund even if he would like to cancel his registration.

8. Exclusion

- 8.1 MGSI reserves the right to exclude the participant if any payment has not been received before the start of the training.
- 8.2 MGSI reserves the right to exclude the participant at any time if his behaviour compromises the smooth running of the training or if the participant seriously fails to fulfil his obligations under these GTC.

9. Liability – compensation

- 9.1 Course supports given to the participant are provided by IAPP and thus MGSI shall not be held responsible in any way for the content of these course supports.
- 9.2 The training delivered orally by MGSI will be based only on the content of course supports made available by the IAPP and thus MGSI may not be held responsible for the content of the training conducted.
- 9.3 MGSI shall deliver the training with the due care and competence at its disposal as part of an obligation of means.
- 9.4 MGSI may not be held liable for the participant's personal objects and effects . In no case may MGSI be held liable for any consequential or indirect damages.



9.5 Notwithstanding the above, MGSI's liability towards the participant shall be strictly limited to compensation for direct and proven damages and in any case limited to the amount paid by the participants in the training framework.

9.6 In any case, MGSI liability shall be excluded in the event of force majeure.

10. Intellectual property

10.1 IAPP remains the sole holder of the intellectual property rights (including paper or electronic course supports) related to the training delivered by MGSI.

10.2 The participant will prevent the reproducing, (directly or indirectly, totally or partly), adjusting, modifying, translating, representing, selling or sharing with nonparticipants or third parties of the training supports.

11. Confidentiality

The participant shall respect and protect the confidentiality of oral or written information communicated by MGSI within the training framework.

12. Personal data protection

12.1 MGSI, in the context of requests for registration, might collect and process some personal data, in its capacity as data controller, about participants to the training.

12.2 Our privacy notice for participants is available on our website when downloading our registration form.

12.3 MGSI S.à.r.l. undertakes to process the personal data in compliance with applicable legal and statutory provisions and specially to implement the appropriate technical and organisational measures.

13. Jurisdiction and applicable law

13.1 These GTC are governed by and interpreted in accordance with Luxembourgish law.

13.2 Any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the Courts of Luxembourg.