



Approved training provider | Luxembourg

General Terms and Conditions — Training Services

Dated 20/04/2026

1. Definitions

MGSI: means the Luxembourg private limited liability company MGSI S.à r.l. (B192771), an approved training provider, hereinafter “MGSI”.

Client: means the natural or legal person who orders and bears the financial responsibility for the Training. The Client may be the Participant themselves, their employer, or any other mandated entity.

Participant: means the natural person who attends the Training.

Training: means any training activity organised and marketed by MGSI, whether delivered by MGSI itself or by a third-party Trainer.

Trainer: means the natural or legal person who delivers the Training, whether it is MGSI or a third-party service provider acting on behalf of MGSI.

Registration Request: means the request to register for a Training, submitted via the registration form available on MGSI's website or by email to MGSI. The Registration Request includes the information necessary to register for the Training (selected Training, Participant's identity, invoicing details, etc.).

GTC: means these general terms and conditions for training services.

Party(ies): means individually the Client or MGSI, or collectively the Client and MGSI.

2. Purpose and scope

These GTC apply to all Trainings organised and marketed by MGSI, whether delivered by MGSI itself or by a third-party Trainer acting on behalf of MGSI. These GTC apply exclusively to Clients acting for professional purposes.

The GTC prevail over any general or specific terms of the Client. Any contrary term put forward by the Client shall, absent MGSI's express written acceptance, be unenforceable against MGSI.

3. Registration and acceptance of the GTC

The Client or the Participant wishing to register a Participant for a Training shall submit a Registration Request via the registration form available on MGSI's website or by email to: formation@mgsi.lu.

By submitting the Registration Request, the Client (or the Participant acting as the Client) acknowledges having read these GTC and accepts them in full and without reservation. Where the Participant does not act as the Client, the Participant remains bound by the provisions of these GTC applicable to them, in particular those relating to intellectual property, confidentiality and conduct during the Training.

The Participant's registration becomes final and binding upon confirmation of the Registration Request by MGSI (in particular by email) or, at the latest, upon issuance of the invoice.

4. Subcontracting

MGSI may entrust all or part of the Training delivery to a third-party Trainer of its choice. In that case, MGSI remains the Client's sole contracting party and remains responsible for the organisation and coordination of the Training.

The identity of the third-party Trainer is communicated to the Client on request. The use of a third-party Trainer does not modify the financial terms agreed upon.



5. Language

The language in which the Training is delivered is specified on the Training information page on MGSI's website and/or in the Registration Request. Unless otherwise indicated, the Training is delivered in French or English.

Training materials may be drafted in a language different from that of the Training.

6. Training modalities

The Training may be delivered in person, remotely (videoconference or e-learning), or in a hybrid format. The applicable modality is specified on MGSI's website and/or in the Registration Request.

For remote Training, the Participant is responsible for having adequate IT equipment and internet connection. MGSI shall not be held liable for malfunctions relating to the Participant's equipment or connection.

Digital tools

For the delivery of the Training, MGSI uses the digital tools and platforms of its choice (LMS platform, videoconferencing, etc.). MGSI shall not be held liable for failures, interruptions or data losses attributable to such third-party tools, except in the event of gross negligence.

7. Training fees and VAT

The Training fees per Participant are stated on MGSI's website and/or in the Registration Request.

The Training is attended by the Participant designated in the Registration Request. The invoice is issued in the name of the Client, as indicated in the Registration Request (for example, the Participant's employer where it bears the Training fees).

All Training fees are stated in euros and exclusive of VAT. The applicable VAT is determined as follows:

- (a) Client established in Luxembourg: Training fees are increased by the Luxembourg VAT rate in force on the date of registration.
- (b) VAT-registered Client established in another EU Member State: VAT is not applied by MGSI. The Client is liable for VAT in its country of establishment under the reverse-charge mechanism (art. 44 of Directive 2006/112/EC). The Client must provide a valid intra-EU VAT number.
- (c) Client established outside the European Union: Luxembourg VAT does not apply. The invoice is issued exclusive of tax.

8. Payment

Payment of the full Training fees shall be made upon receipt of the invoice and, in any event, before the Training starts, without discount and by bank transfer to the MGSI account specified on the invoice.

In the event of non-payment of the full price by the invoice due date, the statutory late-payment interest shall be automatically due, in accordance with applicable legislation and regulations, in particular the amended Law of 18 April 2004 on payment periods and late-payment interest.

In the event of late or defaulted payment, debt-recovery administrative costs of 50 euros may be charged to the Client, in accordance with applicable legislation and regulations.

9. Cancellation / Replacement / Postponement

9.1 Cancellation by the Client

Any cancellation shall be communicated to MGSI in writing, by email to formation@mgsl.lu or by registered mail.

- (a) Cancellation received more than fourteen (14) calendar days before the start of the Training: no charge.



(b) Cancellation received fourteen (14) calendar days or less before the start of the Training: 100% of the Training fees are due.

Any Training that has commenced is payable in full, even in case of partial participation by the Participant.

9.2 Replacement

The replacement of one Participant by another is possible at no additional cost, subject to MGSI's prior approval.

9.3 Postponement or cancellation by MGSI

MGSI reserves the right to cancel or postpone the Training at the latest fourteen (14) calendar days before the scheduled date, in particular where the number of participants is deemed insufficient. Any Training fees already paid shall then be fully refunded or, with the Client's agreement, credited to a later session.

MGSI reserves the right to postpone the Training, change its location, programme content or Trainer, while maintaining equivalent educational quality, if circumstances beyond its control so require.

10. Exclusion

MGSI reserves the right to exclude the Participant from the Training if the Client has not made payment before the start of the Training.

MGSI reserves the right to exclude the Participant from the Training, at any time, if the Participant's behaviour disturbs the proper course of the Training and/or constitutes a serious breach of these GTC.

11. Certificate of attendance

A certificate of attendance is issued by MGSI to the Participant at the end of the Training, subject to the Participant's actual participation in the entire Training.

The certificate constitutes neither a diploma nor a professional certification. Where the Training prepares for a certification issued by a third-party body, the conditions for obtaining that certification are governed exclusively by the rules of that body.

12. Liability and limitation

MGSI undertakes to deliver the Training services with all due care and competence at its disposal, as a best-efforts obligation.

Where the Training is delivered by a third-party Trainer or where the Training materials are provided by a third party, MGSI shall not be held liable for the content of those materials or for the information conveyed by the third-party Trainer during the Training.

Liability claims against MGSI for material or immaterial damages arising from the use of the Training content or materials are excluded, save for gross negligence or wilful misconduct established by an enforceable final judgment rendered by a competent court.

MGSI is not liable for the Participant's personal belongings and effects. In no event shall MGSI's liability be engaged for any indirect damage.

Without prejudice to the foregoing, MGSI's liability towards the Client or the Participant, should it be engaged, is expressly limited to compensation for proven direct damages and is in any event capped at the Training fees paid by the Client for the Training concerned.



13. Force majeure

Neither party shall be held liable for the non-performance of its contractual obligations where such non-performance results from a force-majeure event within the meaning of Luxembourg case law, including: natural disaster, epidemic, pandemic, war, riot, strike, failure of telecommunication or electricity networks, governmental or administrative decision.

In case of force majeure, MGSi undertakes to inform the Client as soon as possible and to offer to postpone the Training to a later date. If postponement proves impossible, any Training fees already paid shall be fully refunded.

14. Intellectual property

Save as otherwise provided in Article 21 of these GTC, MGSi holds all intellectual property rights relating to the content of the Training and to the training materials, whether in paper or digital form, provided to the Participant.

The Participant shall refrain from reproducing, directly or indirectly, in whole or in part, adapting, modifying, translating, representing, marketing or distributing to third parties the training materials made available. The materials are reserved for the Participant's exclusive and personal use.

The Participant shall also refrain from recording, capturing, filming or photographing, by any means whatsoever, all or part of the Training, whether delivered in person, remotely or in a hybrid format. Any such capture is subject to MGSi's prior written authorisation and, where applicable, that of the Trainer.

15. Confidentiality

The Participant undertakes to respect the confidential nature of any written or oral information communicated by MGSi or the Trainer in the course of the Training.

MGSi undertakes to respect the confidential nature of information communicated by the Client or the Participant in the context of registration and the Training.

16. Personal data protection

MGSi, in the context of managing registrations and following up on Trainings, collects certain personal data relating to the Participant (last name, first name, address, email, position, company), acting as data controller within the meaning of Regulation (EU) 2016/679 (GDPR).

The legal basis for the processing is the performance of the training contract (Article 6(1)(b) GDPR). The retention periods for personal data are detailed in the privacy notice for participants, available on MGSi's website.

The Participant has the right of access, rectification, erasure, restriction, portability and objection, which may be exercised by writing to MGSi at privacy@mgsi.lu.

MGSi undertakes to comply with applicable legal and regulatory provisions and, in particular, to implement appropriate technical and organisational security measures.

The full privacy notice for participants is available on MGSi's website.

17. Complaints

Any complaint relating to a Training must be addressed in writing to MGSi within thirty (30) days following the end of the Training. MGSi undertakes to acknowledge receipt of the complaint and to respond within a reasonable time.

18. Assignment

The Client may not assign or transfer all or part of its rights or obligations under these GTC without MGSi's prior written consent. MGSi may freely assign or transfer these GTC to any entity of its choice.



19. Modification of the GTC

MGSI reserves the right to amend these GTC at any time. The applicable GTC are those in force on the date of the registration confirmation by MGSI. Any subsequent amendment does not apply to registrations already confirmed.

20. Severability

If any article of these GTC is declared null and void, it shall be deemed unwritten and shall not affect the validity of the remaining provisions of these GTC.

21. Commercial references

MGSI reserves the right to cite the Client's name as a commercial reference, in its presentations or commercial proposals, unless the Client objects in writing within thirty (30) days following the registration confirmation.

22. Jurisdiction and applicable law

These GTC are governed by Luxembourg law.

In the event of a dispute, the Parties shall endeavour to reach an amicable settlement. Failing amicable settlement within sixty (60) days from the first written claim, the dispute shall be submitted to the exclusive jurisdiction of the courts of Luxembourg City.

23. Specific provisions — IAPP certification Trainings

The provisions of this article apply in addition to the GTC where the Training is a preparatory course for a certification issued by the International Association of Privacy Professionals (IAPP), in particular the CIPP/E, CIPM and CIPT trainings.

23.1 Content and training materials

The educational content and training materials are provided by IAPP. MGSI is not the author of these materials and cannot be held liable for their content.

By way of derogation from Article 14, the intellectual property rights relating to the training materials, training content and all IAPP products are held exclusively by IAPP.

23.2 IAPP access codes and membership

Once the training materials and/or IAPP access codes (including the IAPP membership) have been delivered to the Participant, no refund may be granted, even in the event of subsequent cancellation by the Client or the Participant.

23.3 Certification

Success in the IAPP certification exam is not guaranteed by MGSI. The conditions for registration, sitting and passing the exam are governed exclusively by IAPP's rules. The Participant is invited to consult IAPP's website for any information regarding the exam.