

Terms and Conditions

SD WORX ACADEMY TERMS AND CONDITIONS

Article 1 OBJECT

- 1.1** SD Worx Spain, S.L.U., a Spanish Company registered at calle Mauricio Moro Pareto 2, 4ª (Edificio Eurocom -oficinas 4 al 9- 29006, Málaga, Spain), with Spanish Identification Number (N.I.E.) B-93375822 (“SD Worx”) offers various on-demand services/products (“SD Worx Academy Offer”) to the customer (“User”) on the Academy website <https://www.sdworx.es/es-es/cursos> (“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 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

- 2.1** The free information shared by SD Worx, including webinars, memos, presentations, ... is provided “as is” based on the legislation in force at that time. The content of this information has been compiled with the utmost care. We cannot guarantee the accuracy and completeness of this information.
- 2.2** This information is intended solely for informational purposes and not as legal or professional advice.
- 2.3** You are advised to consult qualified advisors before taking any action based on this information.
- 2.4** 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.
- 2.5** The presence of this shared information creates no relationship between SD Worx and the user.
- 2.6** 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** These Terms and Conditions apply from 15 July of 2025 and shall remain in full force and effect unless an updated version is sent to the User in writing. For the avoidance of doubts, SD Worx Academy is entitled to amend and/or terminate the terms and conditions applicable to its services at any time. If the User notifies SD Worx in writing that they do not accept the new version of the T&Cs within a period of 7 calendar days after receiving the notice of the updated Terms and Conditions from SD Worx, the last accepted version of the Terms and Conditions by both Parties shall apply, solely to any existing services at the time the notice is sent and until their effective termination date. As established on section 3.2 above, for all services not contracted from the SD Worx Academy Offer, the User who does not accept the updated Terms and Conditions will not be able to use, acquire, or purchase any further services on the SD Worx Academy Offer.

Article 4 ORDER AND USE

- 4.1** Unless otherwise expressly agreed in writing by the Parties (as detailed on section 3.3 of the present T&Cs), 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 accurate and complete, but does not provide any guarantees to the User 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. For each asynchronous 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 following their registration. After the purchase, the User shall receive an electronic invoice from SD Worx Academy at the email address they have provided. This invoice is payable within 30 calendar days of the invoice date.
- 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 article 7 of the Spanish Law 3/2004, of 29 December 2004, which establishes measures to combat late payment in commercial transactions. 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, with a minimum of 100 euros. SD Worx Academy reserves the right to deny access to the SD Worx Academy Offer and to suspend the services if any invoice is not paid on time by the User. This is without prejudice to SD Worx's right to receive the payment of any outstanding invoices. The discontinuation of the User's access shall only be lifted when all amounts due by the User have been paid and correctly received by SD Worx.

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 any on-going or offered training course on the SD Worx Academy Offer. If SD Worx Academy cancels an on-going training course, the User shall receive a credit note for the full amount spent on the cancelled course.

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 to TrainingSpainServices@sdworx.com or or (registered) letter to SD Worx Spain, calle Mauricio Moro Pareto 2, 4^a – Edificio Eurocom -oficinas 4 al 9- 29006, Málaga, Spain.

In such cases, the Parties may agree between: (i) the full reimbursement of the amount paid by the User by SD Worx; or (ii) the preparation of 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 to TrainingSpainServices@sdworx.com or (registered) letter to SD Worx Spain, calle

Mauricio Moro Pareto 2, 4^a – Edificio Eurocom -oficinas 4 al 9- 29006, Málaga, Spain. 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 one month (30 calendar days) before the start date.
- If the User cancels a training course between 29 to 14 calendar days before it starts, a fixed administration fee of 62 euros will be charged by each cancelled course.
- If the User cancels the training course between 13 to 8 calendar days before it starts, 50% of the registration fee for each cancelled course due will be charged to the User.
- If the User cancels the training course 7 calendar 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 14 calendar days 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. The details of the new substitute User must be sent to the email address TrainingSpainServices@sdworx.com.

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 cannot 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 one month (30 calendar days) before the start of each years' 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 to TrainingSpainServices@sdworx.com or (registered) letter to SD Worx Spain, calle Mauricio Moro Pareto 2, 4^a – Edificio Eurocom -oficinas 4 al 9- 29006, Málaga, Spain.

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 (*InCompany*)

5.3.1 Conditions for cancellations and postponements within 6 months after the date on which the first session of the training course was scheduled:

- a) Up to one month (30 calendar days) before the first session date: free cancellation
- b) From 29 to 14 calendar days before the training course date: 30% of the total registration fees will be charged as a cancellation fee.
- c) From 13 to 8 calendar days before the training course date: 50% of the total registration fees will be charged as a cancellation fee
- d) From 7 calendar days before the training date: 100% of the total registration fees will be charged as a cancellation fee.

5.3.2 The participant can only cancel the planned training course in writing by email to TrainingSpainServices@sdworx.com or (registered) letter to SD Worx Spain, calle Mauricio Moro Pareto 2, 4^a – Edificio Eurocom -oficinas 4 al 9- 29006, Málaga, Spain. 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 The User acknowledges that the implementation of updates or new versions of the sdworx.academy Learning Consultation Platform is and remains in the sole discretion of SD Worx. SD Worx reserves the right to restrict, in whole or in part (including with respect to an individual User or group of Users), access to the Services for a reasonable period of time for maintenance or installation purposes. SD Worx shall use reasonable efforts to timely inform the User thereof, to limit any adverse impact on the Services as much as possible and to carry out such interventions outside the business hours (if practicable). SD Worx cannot thus 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 SD Worx Academy 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 full paid registration fee for such specific course to the User. For each course, SD Worx Academy's maximum liability is therefore limited to the value of the registration fee paid 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, subject to interpretation and always evolving, and thus, SD Worx Academy does not 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.

6.4 Any complaints must be reported to SD Worx Academy Customer Service at the following email address: TrainingSpainServices@sdworx.com

Email address for external training courses: TrainingSpainServices@sdworx.com

Email address for legal updates: TrainingSpainServices@sdworx.com

Email address for in-house training courses: TrainingSpainServices@sdworx.com

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, reproduced, duplicated or otherwise shared or copied by the User. The violation of SD Worx Academy's Intellectual Property rights will result in: (i) an immediate suspension of the services; (ii) SD Worx Academy's right to claim from the User the full amount of damages resulting from such violation.

Article 8 FORCE MAJEURE

8.1 In the event of a force majeure event, 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, inevitable or extraordinary 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 a force majeure event. 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 non-compliant 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 and accepts that SD Worx Academy may use it for marketing purposes and promotional actions based on the User's purchasing behaviour. 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. In accordance with this law and applicable Regulation, by ticking the "I accept" box hereunder, the User expressly consents to the use of their personal data for direct marketing purposes. The User may, at any time, object to such use by giving written notice to SD Worx, or by clicking the "unsubscribe" button included in all promotional actions sent to the User.

The User also has the right to access, change, correct and delete their personal data stored by SD Worx Academy. The User may exercise this right by means of a simple written request addressed to SD Worx Academy at the address of its registered office or by email at TrainingSpainServices@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 Court of Madrid, Spain shall have sole jurisdiction, unless where it is expressly prohibited by applicable to contractually agree to a specific jurisdiction, in which cases the Spanish Law shall determine the competent courts. All rights, obligations and offers subject to these terms and conditions are governed exclusively by Spanish 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.