

UITP - Terms and Conditions – E-Learning Course

INTERNATIONAL ASSOCIATION OF PUBLIC TRANSPORT (“UITP”), international non-profit association organized under the laws of Belgium, with registered number (CBE) 0544.198.506 and registered office at 1080 Molenbeek (Brussels) Belgium, rue Sainte Marie n°6

1. Scope & Definitions

1.1 These Terms and Conditions (“T&C”) govern participation in the online e-learning Course provided by UITP. By registering, accessing, or using the Course materials, the Customer agrees to be bound by these T&C.

1.2 Unless expressly waived in writing by UITP, these T&C prevail over any conditions proposed by the Customer.

1.3 Définitions :

- “Course”: an e-learning programme consisting of various modules that the Customers can access at their own pace, from any location with internet access.
- “Module”: a self-contained unit within the Course, with multimedia content and assessments.
- “Platform”: the online system or tool provided by UITP that allows Customers to access, view, and engage with course materials
- “Customer”: any person or entity enrolled in a Course and/or accessing the Course Platform.

2. Eligibility

2.1 Courses are open to individuals aged 18 or older. Minors (below 18) may only enrol with explicit consent from a parent or legal guardian.

2.2 Customers may join worldwide unless restricted by applicable export control, sanctions, or local laws.

3. Fee, Registration & Confirmation

3.1 Registration fees may vary due to various factors, including to the time at which the Customer registers to the Course. The Course on the UITP website contains information on the applicable price for registrations in each period.

Only Members of UITP are entitled to member pricing, if available. UITP will in any case verify membership status to ensure the correct registration fee is charged.

To retain Member pricing, Membership fees must be paid in full at the time of registration. In absence thereof, the Customer will be required to pay a balance prior to obtaining access to the Course.

3.2 Payment should preferably be processed online by credit card (MasterCard, Visa or American Express) during the online registration procedure. Credit card charges will be paid by the Customer. If the Customer is not able to pay by credit card, bank transfer payment is also

3.3 Registration is completed online. After completion of the registration process, the Customer will receive a confirmation email and a pro forma invoice/an invoice will be issued on his behalf. The

Customer is required to carefully check the content of the confirmation email and invoice. Any errors must be reported to UITP within 24 hours via email [to academy@uitp.org](mailto:academy@uitp.org)

If the Customer is not able to pay by credit card, bank transfer payment is also permitted. Bank charges will be paid by the Customer. Proof of payment must be sent within 3 days to academy@uitp.org

For payments on regional UITP bank accounts, an additional fee will apply to cover any bank charges and/or any local or national taxes. For more information, please contact academy@uitp.org

3.4 Upon confirmation by UITP, enrolment becomes binding and irrevocable, subject to the withdrawal provisions in Article 7.

3.5 Access to Course is granted only after full payment. UITP reserves the right to refuse access to the Course if payment has not been fully settled, without prejudice to UITP's right to full payment.

4. Course Access & Delivery

4.1 The Course is delivered online and fully self-paced. Customers can access materials anytime within the subscription period.

Login and access rights are personal, non-transferable and may not be transferred or shared.

4.2 Customers are responsible for ensuring they have a stable internet connection, a compatible device, and the necessary software. UITP is not liable for any issues or failures resulting from the Customer's technical setup.

4.3 UITP reserves the right to suspend or terminate access to the Platform, Courses or Modules at any time in the event of misuse or violation of the T&C. This includes, but is not limited to, actions that undermine the integrity, security, or functionality of the Platform, or breach any applicable rules or guidelines set forth in the T&C. The Customer acknowledges and agrees that no compensation, reimbursement, or damages of any kind shall be payable by UITP in such circumstances.

4.4 At any time, Module and Course content may be updated and modify for clarity, technical reasons or any other reason deemed necessary by UITP. Changes will uphold the original learning objectives. UITP will inform the Customer about such modifications

4.5 UITP reserves the right, at its sole discretion, to cancel any Module or Course at any time, for any reason, including but not limited to technical issues, or unforeseen circumstances. In the event of a cancellation, UITP may, at its discretion, offer the Customer an alternative Module or Course, a rescheduled date, or a full or partial refund. Any bank charges, transaction fees, or other costs associated with refunds will be borne solely by the Customer. UITP shall not be liable for any other costs, losses, or damages incurred by the Customer as a result of such cancellation.

5. Intellectual Property

5.1 All course materials (including videos, slides, handouts, assessments, trademarks, logos) are protected under Belgian and international copyright law and remain the exclusive property of UITP or its licensors.

5.2 Customers receive a limited, non-exclusive, non-transferable licence for personal educational use only.

5.3 No part of Course materials may be reproduced, distributed, recorded, publicly displayed reformatted, or transmitted in any form by any means, electronic or mechanical, including photos, recording or any information storage or retrieval system without express prior written consent of UITP at its sole discretion.

6. VAT & Late payment

6.1 Prices are in euros (€), inclusive or exclusive of Belgian VAT (21%) as indicated.

6.2 If the Customer does not pay by the due date, UITP will send a formal notice in the form of a first payment reminder by post or email.

The client will then have fourteen (14) calendar days to pay the outstanding amount.

This period begins on the third working day after the reminder is sent by post, or the day after the email is sent.

If payment is not made by the end of the 14-day period, the consumer client's debt will be increased by:

- Late payment interest calculated at the reference rate plus 8 percentage points (per Article 5, para. 2 of the law of 2 August 2002 on combating late payment in commercial transactions) AND;
- A fixed indemnity, not exceeding:
 - €20 if the amount due is €150 or less;
 - €30 plus 10% of the amount due between €150.01 and €500 if the outstanding amount is between €150.01 and €500;
 - €65 plus 5% of the amount due over €500, with a maximum of €2000 if the outstanding amount exceeds €500.

7. Right of Withdrawal (EU Consumers)

7.1 EU Customers may withdraw within 14 days of enrolment, unless modules have been accessed.

To withdraw, Customers notify UITP via email at the following email: academy@uitp.org

Refunds processed within 14 days via the original payment method.

7.2 Once the Customer begins accessing the modules, they expressly waive the right of withdrawal (per Belgian Code of Economic Law, Article VI.46 §8).

8. Cancellations Refunds, and Force Majeure

8.1 Refunds are not available once access has been granted. In the event of a technical issue that prevents access, UITP will extend the subscription period by the number of days access was unavailable.

8.2 "Force majeure" means any event or circumstance beyond the reasonable control of a party, which could not have been reasonably foreseen at the time of contract signature, and which prevents the party from performing its obligations in whole or in part. Such events may include but are not limited to: natural disasters, fire, flood, acts of war, terrorism, epidemics, cyberattacks, government actions or restrictions, or failure of providers beyond the control of either party.).

If a Force Majeure means any event occurs, the affected party must notify the other party in writing without undue delay, specifying the nature, likely duration and foreseeable effects. Both parties shall use all reasonable efforts to mitigate the effects of the force majeure. The obligations of the affected party are suspended for the duration of the event. If performance is prevented for more than 60 days, either party may terminate the agreement upon written notice

9. Certificates

Customers may receive a certificate of completion if they complete all modules and required assessments. Certificates have no formal academic accreditation.

10. Customer Obligations

10.1 Customers agrees that they will not:

- Use any automated tools (like robots or scrapers) to access or collect data from UITP's Platform without written permission from UITP.
- Use any software or tools (like browsers, robots, or agents) to search or navigate UITP's Platform, except for those provided by UITP or common web browsers.
- Upload or share files with viruses or anything that could damage UITP's Platform.
- Try to reverse-engineer or break down any software on UITP's Platform.

10.2 Customers agrees to refrain from abusive, discriminatory, or illegal behaviour on the Platform.

11. Data Protection & Privacy

11.1 Personal Data is collected for registration, course access, certification, and invoicing.

11.2 UITP processes personal data UITP in accordance with EU GDPR and Belgian law. UITP Privacy Policy is applicable: <https://www.uitp.org/privacy-policy/>

12. Liability

12.1 UITP makes reasonable efforts to provide high-quality educational material for the Course. However, UITP does not accept liability for any specific learning outcomes or results. The content is provided "as is," and UITP makes no representations or warranties regarding the content of the Course or its effectiveness or suitability for achieving particular goals or expectations.

12.2 All Course information on the website or in brochures is provided in good faith. While UITP aims for accuracy, any errors or updates will be corrected as needed.

12.3 To the extent permitted by applicable law, UITP shall not be liable for any direct or indirect damages resulting from negligence or minor errors in connection to the Course content, delivery, or any outcomes arising from participation in the Course.

Any liability of the UITP shall in any case be limited to direct damages. This means indirect damage (including but not limited to financial or commercial damages that is not the direct and immediate result of a shortcoming of UITP with regard to its commitments such as loss of profit, increase of general costs, disruption of planning, customers, loss of data or information, reputation, or any third-party) will not be compensated.

12.4 Without prejudice to the previous clauses, any liability of UITP shall in any case be limited to an amount equal to the amount of Course fees paid by the Customer.

12.5 The Customer is fully responsible and liable for any damages caused to UITP, its staff, or its systems, including but not limited to data loss, system malfunctions, or unauthorized access. The Customer shall indemnify and hold UITP harmless for any claims, actions, damages, liabilities and/or costs brought against UITP, its employees or agents in connection with the Training Programme which arise as a direct or indirect result of actions, omissions, or negligence of the Customer.

14. Governing Law & Jurisdiction

The T&C are governed by and construed under Belgian law.

Any dispute arising out of or in connection with the Training Programme or the T&C, including any question regarding its existence, validity, interpretation or termination, shall be exclusively referred to the Courts and Tribunals of the Brussels' district.

The Customer shall, in the event of discussion about the application or interpretation of the T&C, first seek an amicable solution with UITP before starting legal proceedings.

If any of the provisions of the T&C must be regarded as void or invalid, the remaining provisions of the T&C retain their full legal force.