

# SGC training, General conditions, edition 1, dated 2023-11-14

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- 1. Application
- 1.1 These general terms and conditions (hereinafter referred to as the "Terms") apply between Svenskt Geoenergicentrum AB, 556923-0187, (hereinafter referred to as "SGC") and the natural or legal person (hereinafter referred to as "Customer") who in any form uses or takes part in SGC's physical or web-based training courses (hereinafter referred to as "training courses").
- 1.2. SGC and the Customer will each be referred to in the Conditions and the Agreement as a "Party" and collectively as the "Parties".
- 2. contractual documents
- 2.1. The contract covers all the documents in the list below.
- i) SGC privacy policy
- (ii) if applicable, the Specific Agreements of the Parties
- (iii) these general conditions
- iv) Purchase conditions
- 2.2 The contractual documents are complementary. In the event of duplicate and/or conflicting provisions in the Contract, the provisions of the Contract Documents shall apply in the order set out above.
- 2.3 Specific agreements duly concluded take precedence over general provisions.
- 2.4 Subsequent duly concluded agreements take precedence over earlier agreements.
- 3. Use of the training courses
- 3.1 The Customer has accepted the terms and conditions of the trainings by the Customer:
- (i) start using the training courses; or
- (ii) pay for the training courses; or
- (iii) contract in writing or orally with the SGC remotely (phone/web/email).
- 3.2 All login information for the courses is personal and the Customer is not entitled to disclose or make this information available to others, unless otherwise agreed.
- 3.3 SGC has the right to register and keep statistics on the use of the training courses by Customers.
- 3.4 SGC values the Client's views and experiences and therefore offers the Client the opportunity to provide feedback on the training courses. This is done in connection with the delivery of diplomas/certificates, but it is also possible to contact SGC directly at info@geoenergicentrum.se.
- 3.5 SGC may, without prior warning, suspend Customers who use the trainings in violation of the Agreement, and the Customer is not entitled to a refund of any payment already made or compensation for the period during which the trainings were not provided.
- 3.6 SGC may, without prior warning, suspend Customers who use the trainings in violation of the Agreement, and the Customer is not entitled to a refund of any payment already made or compensation for the period during which the trainings were not provided.
- 4. Errors and delays in the Service



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- 4.1 Under the Agreement, SGC undertakes to deliver the training courses in accordance with the conditions set out in the Agreement.
- 4.2 In the event that the Client feels that there is a delay in the delivery of the training courses or that there are errors in the training courses, the Client must complain about the training courses in order to be able to claim any penalties.
- 4.3 The complaint shall contain an indication of: (i) the delay or error in the training courses claimed by the Client; (ii) the way in which the Client considers that the SGC is in delay or that the training courses are incorrect; (iii) when the delay or error was discovered; and (iv) the way in which the Client wishes to be compensated for the delay and/or error.
- 4.4 The complaint must be made in writing and sent to: info@geoenergicentrum.se.
- 4.5 The complaint must be made within a reasonable time from when the delay/error was discovered or should have been discovered in order for the Customer to be entitled to compensation.
- 4.6 The SGC reserves the right to settle delays and errors in the first instance by remedial action and in the second instance by a proportionate reduction in future charges for the courses.
- 4.7 The Client can never claim compensation from SGC for delays or errors for which SGC is not liable under this Agreement.
- 5. Intellectual property rights
- 5.1 All rights to the training courses and their content, such as copyright and other intellectual property rights, provided by the GSC are the property of the GSC.
- 5.2 The publication, reproduction or transmission of all or part of the content of the training courses without the permission of SGC is prohibited, with the exception of computer storage or printing for personal use. The services may not be used in such a way that SGC may suffer inconvenience or damage.

# 6. personal data management

- 6.1 SGC and the Customer shall ensure that all personal data covered by the Agreement and which may be shared between the Parties are handled in accordance with applicable legislation governing personal data, including but not limited to the EU Data Protection Regulation 2016/679, and any amendments, supplements or replacements to such laws, regulations, rules and regulations. It is the responsibility of each Party to inform its personnel of the provisions applicable to the processing of personal data.
- 6.2 SGC's processing of personal data relating to Customers is governed by SGC's privacy policy, which can be found here.
- 6.3 SGC uses so-called cookies on its websites geoenergicentrum.se. By using the website in question, the Customer is deemed to have consented to the use of cookies. If you as a Customer do not consent to the use of cookies, you can disable cookies in your browser's security settings. However, this will limit the functionality of the website.

#### 7. Damages

7.1 SGC's liability is in all circumstances limited to liability for proven, direct damage and shall not exceed the total amount paid by the Client for the training courses during the last twelve (12) months



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from the occurrence of the event giving rise to the damage. SGC is thus in no case liable for consequential or indirect damage - including but not limited to - loss of profit or loss of goodwill.

### 8. Change of conditions

- 8.1 SGC reserves the right to change the Conditions without the Client's consent. By continuing to use the trainings after changes to the Terms and Conditions, the Client accepts the changes.
- 8.2 The Terms and Conditions applicable from time to time can be found on the SGC website.
- 9. Disputes

Print date: 2023-11-27

- 9.1 Should there be unreasonable provisions in the Terms and Conditions or in the Agreement in general, these shall primarily be adjusted and applied in their reasonable form. In the event of adjustment of a contractual provision or invalidation of a contractual provision, other contractual terms and conditions shall apply in full.
- 9.2 Swedish law applies to the Agreement regardless of applicable conflict of law rules. Any dispute regarding the interpretation or application of the Agreement shall be settled by a Swedish public court where the Stockholm District Court shall be the first instance. However, if the Parties agree, they may agree that the dispute shall instead be settled by arbitration or simplified arbitration.