

Terms & Conditions / Cancellation Policy

In these Terms and Conditions, 'UNBOUNDED' means the CUSTOMER UNBOUNDED COMMV, with registered office at Holsbeeksesteenweg 143, 3010 Kessel-Lo, with CBE number 0589.977.457, operating under the trade name PRAGMATIC WEB SECURITY.

UNBOUNDED offers security advisory services and security training services (hereinafter referred to as the "Services") to its customers, hereinafter referred to as CUSTOMER. The Services are delivered to CUSTOMER, according to the present terms and conditions, to which CUSTOMER agrees and which shall prevail over any conflicting purchase terms from CUSTOMER.

Pricing and payment conditions

All prices indicated are without VAT. In case of late or non-payment of due invoices by CUSTOMER, UNBOUNDED shall be entitled to suspend the performance of its Services to CUSTOMER for as long as the invoices are not paid. UNBOUNDED shall be entitled to charge CUSTOMER an interest on the amount of any invoice not paid on its due date, in accordance with the terms stated on the invoice or in the event no terms are stated on the invoice, in accordance with applicable law.

Cancellation

Cancellation of the agreed upon services needs to be done in writing. Any costs incurred by UNBOUNDED for the services will be charged to CUSTOMER (e.g., non-refundable travel costs, cancellation fees), and are payable in full.

Intellectual property rights for advisory services

UNBOUNDED grants CUSTOMER the non-exclusive unrestricted right of use, including the right to make changes to these products. The Customer undertakes not to market the products commercially.

Intellectual property rights, license and recording for training services

UNBOUNDED grants CUSTOMER a non-exclusive non-transferable license to use the provided training materials within the scope of authorized use when attending the training. This license does not grant the right to 1) use, copy, modify, create derivative works or distribute the training materials, unless the offer, proposal, or quotation expressly states otherwise in writing; or 2) sublicense, rent, or lease the training materials; or 3) create audio or video recordings of (part of) the lectures and lab sessions, unless the offer, proposal, or quotation expressly states otherwise in writing.

Warranties and Liability

UNBOUNDED makes no representations and extends no warranties of any kind, either expressed or implied with respect to the Services or the deliverables. There are no express or implied warranties of merchantability or fitness for a particular purpose or warranties that the use of the deliverables will not infringe any patent, copyright, trademark, or other proprietary rights. The liability of UNBOUNDED is in any event limited to the invoiced amount under this Agreement. Notwithstanding the foregoing, liability of UNBOUNDED shall not be limited in respect of any liability, which cannot be excluded under applicable law.

Confidentiality

Both parties agree to hold confidential or proprietary information or trade secrets ("confidential information") in trust and confidence and agree that it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.