



GENERAL CONDITIONS OF USE

WELCOME TO NEURO DIVERSE!

The website www.neuro-diverse.org is an online platform offering informative articles and webinars as well as trainings in the field of mental health and neurodiversity (hereinafter referred to as "Neuro-Diverse", "the platform" or "the site"). The trainings proposed by Neuro-Diverse are given by experts recognized for their knowledge and for their clinical and pedagogical experiences, who respect the professional and ethical rules of the profession.

Neuro-Diverse is an initiative of Dr Seonaid Anderson, a company incorporated under Belgian law with its registered office at 11 rue du Sawheux, 6941 Durbuy (BE) and registered with the Carrefour Bank for Enterprises under number (VAT-BE) 0758.756.170 (hereinafter referred to as "Seonaid Anderson", "we" and "our").

By using our platform, you acknowledge that you have read the present general terms of use (hereinafter referred to as "General Terms") as well as our [Privacy Policy](#) and expressly accept the rights and obligations related to them. All these documents constitute the legal basis of Neuro-Diverse and defines the rights and obligations of users.

Any question, remark or suggestion can be addressed to seonaid.anderson@neuro-diverse.org or via the contact form available on www.neuro-diverse.org

1. DEFINITIONS

The terms used in the General Conditions should be understood as follows:

- "Visitor": any person who simply consults Neuro-Diverse. The Visitor has access to all the information on the training courses offered by Seonaid Anderson, such as the complete programme, the trainers present and practical information;
- "Participant": Any person who subscribes to Neuro-Diverse's paid services and who signs the registration form or subscribes to an online registration;
- "User" (also referred to as "you" or "your"): all Internet users who use Neuro-Diverse, i.e. Visitors and Participants depending on the context.

2. ACCEPTANCE OF THE GENERAL CONDITIONS

By visiting and using Neuro-Diverse, the User acknowledges that he/she has read our General Terms and Conditions, understands them and expressly accepts them. If the User uses Neuro-Diverse on behalf of a company or legal entity, the User shall also be individually bound by these Terms and Conditions, irrespective of the existence of a separate agreement between Seonaid Anderson and the legal entity concerned.

The General Terms and Conditions shall always apply in full and exclusively, except in the case of explicit deviation. A deviation is only valid insofar as it is the result of a mutual agreement expressly provided for in writing. These explicit deviations are intended to replace or supplement the clauses to which they refer. The other provisions of these General Terms and Conditions shall in any case remain fully applicable.



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Seonaid Anderson reserves the right to modify its General Conditions at any time. Any modification shall come into force as soon as it is published on Neuro-Diverse. However, these modifications do not have retroactive effect. By continuing to use Neuro-Diverse, the User is assumed to have accepted the General Conditions as modified. The User is therefore required to regularly read the General Conditions.

If you do not agree with our Terms and Conditions, you must immediately stop using Neuro-Diverse.

3. REGISTRATION FOR TRAINING COURSES

To register for the training courses proposed by Neuro-Diverse, the User :

- Either complete the online registration form for this purpose which will be returned to Neuro-diverse by email to the Neuro-Diverse email address;
- Or be directed to the [Ticket Tailor](#) online booking service.

The User is required to provide accurate, complete and up-to-date information.

By submitting the online registration form or by reserving a place via the Ticket Tailor reservation service, the user accepts these General Terms and Conditions as well as the conditions for carrying out the training action and is bound by an obligation to pay.

Payment of the registration fee shall be made in accordance with the terms and conditions set out in point 6.2. of the General Conditions.

4. USE OF THE PLATFORM

The User shall use Neuro-Diverse in accordance with the present General Terms and Conditions but also with the legislation in force, the rights of third parties and the general principles applicable on the internet. Any other use is strictly prohibited and will automatically terminate the User's right of use. In particular, the following behaviour is prohibited

- It is forbidden to register for courses under a false identity and/or with third-party data.
- It is forbidden to undermine the proper functioning and security of the platform, in particular by spreading malicious software or computer viruses.
- It is forbidden to damage the experience of other Users or to cause them any harm.

5. WHAT WE OFFER

5.1 EFFICIENCY, SAFETY, AVAILABILITY

We provide our Users with a safe and efficient platform. Dr Seonaid Anderson takes all reasonable and necessary measures to ensure the proper functioning, security and



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availability of Neuro-Diverse. As the services provided by Dr Seonaid Anderson are partly dependent on external factors (internet traffic, intermediary providers, etc.), we are not in a position to offer any guarantee of absolute operability. Our actions should therefore be considered as covered by an obligation of means.

The use of Neuro-Diverse is always at the User's own risk. Thus, Dr Seonaid Anderson cannot be held responsible for damages that may result from possible malfunctions, interruptions, defects or harmful elements present on the Site, independently of the existence of a case of force majeure or an external cause.

Dr Seonaid Anderson reserves the right at any time to modify, limit, interrupt, suspend or delete Neuro-Diverse and its functionalities, without prior notice and without liability.

Dr Seonaid Anderson endeavours to ensure the quality of the platform by carrying out regular maintenance and software updates. These operations are normally carried out at a time when the level of activity on the platform is generally low, but this is not an obligation on the part of Dr Seonaid Anderson. Maintenance and updates may temporarily affect the accessibility and functioning of Neuro-Diverse, without Dr Seonaid Anderson being liable for this or giving rise to any form of compensation.

5.2 CONTENT OF NEURO-DIVERSE

Dr Seonaid Anderson determines the essential content of the platform and takes great care with the information on the platform. Dr Seonaid Anderson takes all necessary measures to keep the platform as complete, accurate and up-to-date as possible, even when the information is provided by third parties. However, Dr Seonaid Anderson cannot offer an absolute guarantee regarding the quality of the information on the platform. Although our sources are reliable, it is possible that the information is not always complete, accurate, precise, up to date and/or correctly listed. We therefore recommend that our Users check the accuracy and completeness of the information on our platform. Dr Seonaid Anderson shall not be liable for any direct or indirect damage that the User may suffer as a result of the information on the platform.

The User is invited to report any errors to Dr Seonaid Anderson by e-mail to seonaid.anderson@neuro-diverse.org or via the contact form available on our site. Dr Seonaid Anderson reserves the right at any time to modify, suspend or delete false, incomplete or unlawful information without prior notice to the User.

6. TRAINING PRICES AND PAYMENT TERMS

6.1 PRICES

The prices indicated on our site are expressed in EURO or in POUNDS STERLING. Prices are quoted exclusive of VAT or inclusive of VAT. Dr Seonaid Anderson reserves the right to change prices at any time, but undertakes to charge the price indicated on the site at the time of registration. In particular, Dr Seonaid Anderson has the possibility of adapting its prices according to the time of registration ("early bird", "normal", "late" prices).



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6.2 PAYMENT TERMS

- Online payment

The User can pay the registration fee immediately, i.e. when he/she registers for the course via the Ticket Tailor online booking service.

Dr. Seonaid Anderson accepts the following method of payment: Pay Pal.

Dr Seonaid Anderson takes all necessary and reasonable steps to ensure the security of your online payment.

- Payment by invoice

Payment can be made after registration, i.e. on the basis of an invoice sent by Dr Seonaid Anderson to the e-mail address indicated by the User at the time of registration.

Payment must be made upon receipt of the invoice and no later than fourteen (14) calendar days after the invoice date. In the event that registration is made within fourteen (14) days prior to the course, payment must be made by the day of the course at the latest. Dr Seonaid Anderson reserves the right to request proof of payment at any time.

In exceptional cases, the User may agree with Dr Seonaid Anderson to spread the payment. In this case, Dr Seonaid Anderson reserves the right to charge the User an administration fee.

In the event of non-payment from the 15th day, Dr Seonaid Anderson is entitled to claim interest of an amount equivalent to 12% of the unpaid sums, automatically and without prior notice, and this interest will be increased, from the 45th day of delay, by a fixed and irreducible indemnity equal to 15% of the amount due, with a minimum of €75.00, by way of compensation for the loss suffered. Dr Seonaid Anderson also reserves the right to claim the sums due in court.

If payment is not received within the specified time, Dr Seonaid Anderson reserves the right to cancel the User's registration and to refuse him/her access to the training course if payment is not received by the day of the training course at the latest and subject to the availability of places. The place thus released may be put back on sale by Dr Seonaid Anderson. The User remains bound by his obligation to pay.

6.3. CANCELLATION AND POSTPONEMENT OF TRAINING BY DR SEONAIID ANDERSON

Where circumstances warrant, Dr Seonaid Anderson reserves the right to cancel or postpone all or part of a course. Dr Seonaid Anderson will personally notify participants of the cancellation or postponement and the reasons for it.

In the event of cancellation of the course, the Participant shall be reimbursed in full for the sums already paid or offered another place on a future training.



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In the event of a postponement of the date of the training or of all the dates of a cycle of training, the Participant may either keep his place or be reimbursed free of charge if he so wishes. He/she shall inform Dr Seonaid Anderson of his/her decision within 8 days of the date on which he/she became aware of the postponement.

If a course is postponed for only part of the dates, Dr Seonaid Anderson will offer participants several alternative dates and will choose the dates that suit the majority of them. No refunds will be given by Dr Seonaid Anderson.

7. RIGHT OF WITHDRAWAL

The Participant benefits from a right of withdrawal of 14 days free of charge from his registration. If you wish to exercise your right of withdrawal, you must inform Neuro-Diverse by means of an unambiguous written statement sent by post or by email to seonaid.anderson@neuro-diverse.org

If you have exercised your right of withdrawal within the specified period, Dr Seonaid Anderson will refund all payments received, no later than 14 days after being informed of your decision. Dr Seonaid Anderson will use the same method of payment that was used for the original transaction, unless the Participant expressly agrees to a different method of payment.

Beyond the withdrawal period, costs may be claimed from the Participant as set out in Article 8 of these General Conditions.

If the training starts within the 14-day withdrawal period, the Participant shall nevertheless remain liable for the registration fee in proportion to his participation in the training.

8. CANCELLATION POLICY

Any cancellation must be notified in writing to Dr Seonaid Anderson by post or email seonaid.anderson@neuro-diverse.org From the date of registration, the Participant is free to withdraw his or her registration without charge for 14 days. After this period, the registration fee will be refunded, subject to the following conditions:

- In case of cancellation at least 2 months before the course, the Participant will be charged an amount equivalent to 12% of the ticket price to cover administrative costs. If the full registration fee has already been paid, Neuro-Diverse will refund the difference to the Participant.
- In case of cancellation less than 2 months before the course, no refund will be made, unless another person substitutes the cancelling person, in which case the Participant will still be charged an amount equal to 20% of the registration fee to cover administrative costs. If the full amount of the registration fee has already been paid, Neuro-Diverse will refund the difference to the Participant after receiving payment of the registration fee from the substitute person.



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- In case of cancellation less than 15 days before the training, no refund will be made. The Participant remains liable for the entire amount of the registration to Neuro-Diverse.
- In case of absence of the Participant on the day of the training, and whatever the reason of his absence, no refund will be made. The Participant remains liable for the entire amount of the registration to Neuro-Diverse.
- The Participant who would be unable to attend the training, in whole or in part, cannot claim any reimbursement, even partial, of the registration fee. Neuro-Diverse has nevertheless the faculty to propose to the Participant a possibility of recovery in case the next edition is not yet complete. However, this is not an obligation for Neuro-Diverse. To this end, Neuro-Diverse reserves the right to ask the Participant for a proof of absence.

9. INTELLECTUAL PROPERTY

The site and its contents are protected by the intellectual property rights of Dr Seonaid Anderson, and more particularly by copyright, computer program law, database law and trademark law. The User is not allowed to modify, reproduce, communicate to the public, distribute, rent or sell the protected elements, without having obtained the prior authorization of Dr Seonaid Anderson.

The User also undertakes to respect the intellectual property rights belonging to third parties, and in particular to the trainers. Any written or (audio)visual material made available to Users by Dr Seonaid Anderson or by a third party may only be used for strictly private purposes.

10. IMAGE RIGHTS

By registering for the training courses offered by Dr Seonaid Anderson, Users expressly waive their right to image. They accept and give irrevocable permission to be filmed and/or photographed in the context of the training courses organised by Dr Seonaid Anderson. They agree not to ask Dr Seonaid Anderson for any consideration for the use of their image. This authorization is valid for the whole world and without limit of time. Dr Seonaid Anderson undertakes to use their image solely for the promotion of the training courses it organises.

11. PROCESSING OF PERSONAL DATA

The personal data communicated by the User when visiting and/or using Neuro-Diverse are necessary to ensure the proper functioning of the platform and the provision of Dr Seonaid Anderson's services. Your personal data are collected and processed by Dr Seonaid Anderson exclusively for the purposes mentioned in our [Privacy Policy](#).

Dr Seonaid Anderson assures its Users that it attaches the greatest importance to the protection of their privacy. It undertakes to comply with the applicable legislation on the subject, namely the Law of 8 December 1992 on the protection of privacy with regard to the



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processing of personal data ("Privacy Law") as well as the European Regulation of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("Regulation").

For more information on how Dr Seonaid Anderson processes your personal data, please refer to our Privacy Policy, which can be found here <https://www.neuro-diverse.org/privacy>

12. RESPONSIBILITY

12.1. RESPONSIBILITY OF DR SEONAIID ANDERSON

Dr Seonaid Anderson shall only be liable for gross negligence or repeated minor negligence (contractual or non-contractual) attributable to it and committed within the framework of the execution of these General Terms and Conditions. Nor do we exclude liability for intentional misconduct or fraud. Dr Seonaid Anderson's liability is limited to the direct damage arising from such breaches and shall never exceed the value of the service in which the breach occurred. In no event shall Dr Seonaid Anderson be liable for any form of consequential damages arising from such breaches. Indirect damage" includes, but is not limited to, any form of indirect loss, lost profit, loss of earnings, financial or commercial loss, loss of clientele, increased costs, etc.

Should the User hold Dr Seonaid Anderson liable for any contractual or extra-contractual breach, the User shall take all necessary measures to protect Dr Seonaid Anderson from any claims or damages that it may suffer as a result.

Dr Seonaid Anderson's liability cannot be called into question if the failure is attributable to the fault of the User, of a third party unrelated to the provision of the service or to a case of force majeure. Force majeure refers to any unforeseeable event beyond the control of Dr Seonaid Anderson which prevents it from performing its obligations, in whole or in part.

Although Dr Seonaid Anderson makes every effort to ensure that the content of the training courses corresponds to the announced programme, she cannot be held responsible for the quality, accuracy and relevance of the information provided by the trainers, both orally and in the written and (audio)visual material made available to the participants. The trainers also declare that they do not violate the intellectual property rights of third parties.

12.2 RESPONSIBILITY OF THE USER

The User who participates in a training course is required to respect the ethical and deontological rules of the profession and, more generally, to behave appropriately throughout the course. Dr Seonaid Anderson reserves the right to exclude or deny access to training courses to participants whose inappropriate or improper behaviour prevents other participants or trainers from following or delivering the course in a normal manner. Any exclusion will be without refund or compensation.

It is strictly forbidden to take photos, film and/or record during the training courses.



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13. HYPERLINKS AND DOWNLOADS

13.1 LINKS

Neuro-Diverse may contain links or hyperlinks to third party websites. The presence of a link or hyperlink does not automatically imply that there is any relationship between Dr Seonaid Anderson and the third party website or that Dr Seonaid Anderson implicitly agrees with the content of the third party website.

Dr Seonaid Anderson has no active control over third party websites and is therefore not responsible for any malfunctioning or deficient security of these. Once the User clicks on a link, the User leaves our platform and cannot hold Dr Seonaid Anderson responsible for any damage. These third party websites do not necessarily offer the same guarantees as Dr Seonaid Anderson. Therefore, we recommend that you carefully read their general terms and conditions as well as their disclaimer and privacy policy.

13.2 DOWNLOADS

Neuro-Diverse contains downloadable content. Any download from the platform is always at the User's risk. Dr Seonaid Anderson shall in no case be held responsible for any damage, direct or indirect, resulting from such downloads, such as loss of data or damage to the User's computer system, which is entirely and exclusively the responsibility of the User.

14. GENERAL

14.1 WAIVER

The fact that Dr Seonaid Anderson does not avail itself at a given time of any of the clauses of these General Conditions shall not constitute a waiver of its right to avail itself of them at a later date.

14.2 SAVING CLAUSE

If any provision of these Terms and Conditions is found to be invalid, unenforceable or unenforceable, the remaining provisions of these Terms and Conditions shall remain in full force and effect. Dr Seonaid Anderson reserves the right to replace the provision found to be void, invalid or unenforceable with a substitute provision as close as possible in content and scope.

14.3 TITLES AND SUBTITLES

The headings and sub-headings used in these General Conditions are for illustrative purposes only. No legal value can therefore be attributed to them.

14.4 TRANSFER

Dr Seonaid Anderson reserves the right to transfer or subcontract its rights and obligations under these Terms and Conditions to a partner entity or third party. Such third party shall be



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responsible for the continued performance of the Agreement. Dr Seonaid Anderson will notify the User of such transfer at the appropriate time. The transfer is possible without the prior consent of the User and without any compensation to Dr Seonaid Anderson.

14.5 APPLICABLE LAW AND COMPETENT COURTS

These General Conditions are governed entirely by Belgian law. Any dispute relating to their validity, interpretation or execution shall be subject to the exclusive jurisdiction of the courts of the judicial district of Courts of Marche-en-Famenne in Belgium. Dr Seonaid Anderson asks the User to favour an amicable settlement of the dispute, by first contacting Neuro-Diverse.

Any question, remark or suggestion can be addressed to seonaid.anderson@neuro-diverse.org or via the contact form available on www.neuro-diverse.org