

Clarté

Terms and Conditions of Service

Last updated: 15 May 2026

IMPORTANT NOTICE

Please read these Terms and Conditions carefully before engaging any service offered by Clarté. By submitting an Enquiry Form or purchasing any Service, you confirm that you have read, understood, and agree to be bound by these Terms in their entirety. If you do not agree to these Terms, you must not use Clarté's services.

1. About Clarté

Clarté is a trading name of Catherine Gregoire, a sole proprietor registered in Belgium.

Clarté provides mentorship and information services to natural persons seeking to explore and apply to higher education institutions in the European Union ("EU").

Clarté conducts its activities in accordance with applicable Belgian law, EU law, and the mandatory consumer protection laws of each Customer's country of residence, to the extent those laws apply and cannot be excluded by contract.

All Services are delivered entirely online and in English. By engaging Clarté's Services, the Customer consents to receiving services and communications in English.

2. What Clarté Is Not

Clarté is not registered or licensed as an education agent, education counsellor, migration agent, or any equivalent regulated entity in any jurisdiction. No Service provided by Clarté constitutes regulated education, migration, legal, financial, or professional advice.

Clarté does not:

- submit university applications on behalf of Customers;
- represent Customers in dealings with universities, public bodies, or government authorities;
- guarantee admission to any programme or institution; or
- provide legal, immigration, visa, or financial advice.

All decisions regarding university selection, applications, and enrolment remain the sole responsibility of the Customer. Customers are encouraged to seek independent professional advice where appropriate.

3. Definitions

“**ACL**” means the Australian Consumer Law, being Schedule 2 of the Competition and Consumer Act 2010 (Cth).

“**AUD**” means Australian dollars.

“**Authorised Child User**” means a minor child under the care of a Customer who is permitted by Clarté to receive the Services through the Customer’s purchase.

“**Catalogue**” means the Explore service described in Section 6.1.

“**Catalogue Follow-Up Call**” means the complimentary virtual follow-up call of up to thirty (30) minutes included with each Catalogue purchase, as described in Section 6.1.7.

“**Consultant**” means a representative of Clarté assigned to deliver Services to the Customer in an informational and advisory capacity, acting solely as an independent provider of educational guidance and not as an agent, fiduciary, or representative of any educational institution, public body, government authority, or any other third party.

“**Customer**” means the individual who purchases or seeks to purchase Services from Clarté.

“**Enquiry Form**” means the form sent by Clarté to the Customer prior to service delivery to be completed and returned to the Consultant.

“**Free First Call**” means the complimentary introductory virtual session of up to 30 minutes described in Section 5.

“**Mentorship Session**” means a paid virtual session as described in Section 6.3.

“**Personalised Pathway Plan**” or “**Plan**” means the service described in Section 6.2.

“**Services**” means, collectively, all services offered by Clarté, including the Free First Call, Catalogue, Catalogue Follow-Up Call, Personalised Pathway Plan, Plan Follow-Up Call, and Mentorship Sessions.

“**Terms**” means these Terms and Conditions of Service as updated from time to time.

4. Eligibility and Acceptance

By submitting an Enquiry Form or purchasing any Service, the Customer confirms that:

- **Age:** they are at least eighteen (18) years of age, being the age of majority in Belgium where Clarté is based, and in the country in which the Customer is resident. A Customer may agree to these Terms on behalf of an Authorised Child User and, in doing so, accepts full responsibility for that child’s engagement.
- **Accuracy:** all information provided to Clarté, including through the Enquiry Form, is accurate, complete, and not misleading.

-
- **Personal use:** Services are purchased for the Customer and any identified Authorised Child User only, and will not be shared with or transferred to any other person without Clarté's prior written consent.

Clarté reserves the right to refuse or discontinue Services where there is evidence of misuse, inaccurate information, or breach of these Terms.

5. Free First Call

Clarté offers one complimentary virtual introductory session of up to 30 minutes per Customer ("Free First Call"). Its purpose is to provide an overview of Clarté's services, discuss and assess the Customer's educational objectives and intended outcomes, and identify the most suitable service.

The Free First Call:

- is limited to one per Customer and any identified Authorised Child User, and is non-transferable;
- is informational only and does not constitute a Mentorship Session or professional advice;
- is subject to Consultant availability and must be scheduled by email; and
- may be cancelled or rescheduled by the Customer at no cost.

The Free First Call may be cancelled or rescheduled by the Customer at any time and at no cost without penalty.

The Consultant may also cancel or reschedule the Free First Call at their discretion, provided that adequate prior notice is given to the Customer by email. In the event of cancellation or rescheduling by the Consultant, the Customer will be offered an alternative time at their convenience.

6. Enquiry Form

Before receiving any Service, the Customer must complete and return the Enquiry Form sent by the Consultant. The Enquiry Form allows the Consultant to understand the Customer's educational objectives and intended outcomes, and deliver accurate, relevant, and tailored guidance.

Information submitted through the Enquiry Form is processed solely for the purposes of responding to enquiries, administering and delivering Services, and communicating with the Customer, in accordance with Section 12 of these Terms.

Clarté may decline to provide Services where the Enquiry Form has not been completed, or where information provided is materially incomplete or inaccurate.

7. Services

All Services are informational and educational in nature. The limitations on scope set out in Section 2 apply to all Services without exception. Clarté is not a registered education agent and does not act in an agency, fiduciary, or representative capacity on behalf of the Customer, any educational institution, government authority, or public body of any kind. Clarté has no authority to bind or represent any university, educational institution, government authority, or public body.

6.1 Explore (Catalogue)

EXPLORE	AUD 550
----------------	----------------

6.1.1 Description of Service

The Explore service (“Catalogue”) is a personalised catalogue of university programmes and funding options prepared by Clarté for the individual Customer and, where applicable, the Authorised Child User.

The Catalogue may include, without limitation:

- a curated overview of relevant university programmes and funding options in up to three (3) EU countries selected by the Customer;
- practical eligibility information based on the Customer’s or Authorised Child User’s academic and vocational background as provided through the Enquiry Form, Free First Call and necessary email communications;
- indicative timeline and intake information for identified programmes; and
- general information regarding application processes and entry requirements for identified institutions.

The Catalogue is prepared on the basis of information provided by the Customer through the Enquiry Form and any subsequent communications with Clarté. The Customer is responsible for ensuring that all information provided is accurate, complete, and up to date.

Clarté does not guarantee admission to any institution, eligibility for any programme or funding option, or the recognition or transferability of prior qualifications or credits.

The Catalogue is provided for general informational and planning purposes only and does not constitute legal, migration, financial, educational accreditation, or professional advice.

Each Catalogue purchase includes one (1) complimentary virtual follow-up call of up to thirty (30) minutes (“Catalogue Follow-Up Call”), valid for sixty (60) days from the date of delivery of the Catalogue.

The purpose of the Catalogue Follow-Up Call is to walk through the Catalogue, answer questions relating to its content, and assist the Customer in identifying next steps. It does not constitute ongoing advisory services or additional research beyond the scope of the delivered Catalogue.

The Catalogue Follow-Up Call must be scheduled by the Customer and is subject to Consultant availability. The Customer is responsible for scheduling the call within the validity period. Where the Consultant is unavailable within sixty (60) days, the call will not be forfeited and will be scheduled as soon as practicable. The Catalogue Follow-Up Call is non-transferable and may not be exchanged for cash, credit, or alternative services.

6.1.2 Nature of the Service

The Catalogue and follow-up call constitutes informational and educational guidance only. It does not constitute:

- the preparation, submission, or lodgement of any university application on behalf of the Customer;
- legal, immigration, financial, visa, or other regulated professional advice;
- a guarantee of admission to any university or programme, the securing funding, or of the recognition or transferability of prior qualifications or credits; or
- financial, investment, or professional advice of any kind.

All decisions regarding programme selection, applications, enrolment, and related matters remain the sole and independent responsibility of the Customer. The Customer is encouraged to seek independent professional advice where appropriate.

6.1.3 Accuracy and Changes to Information

Clarté prepares the Catalogue on the basis of publicly available information published by universities, government authorities, and other relevant institutions at the time of preparation. Clarté takes reasonable care to ensure that information is accurate at the time of delivery.

To the maximum extent permitted by applicable law, Clarté is not responsible for, and does not accept liability arising from, any changes occurring after delivery of the Catalogue, including changes to university programmes, admission requirements, tuition fees, entry criteria, application deadlines, or government regulations.

6.1.4 Pricing and Payment

The Catalogue is priced at AUD 550 (five hundred and fifty Australian dollars) per order. This price includes one (1) virtual follow-up call of up to thirty (30) minutes.

Payment is made by invoice issued to the Customer by email in accordance with Section 9. Unless otherwise stated on the invoice, payment is due within fourteen (14) days of the invoice date.

Clarté operates on a prepayment basis. Preparation of the Catalogue will not commence until full payment has been received in cleared funds. No interest, late payment fees, or other financial penalties will be charged in respect of overdue amounts.

6.1.5 Delivery

The Catalogue will be delivered within ten (10) to fifteen (15) business days from the date of confirmed receipt of full payment, subject to the availability of relevant information. Where material information is only available after a certain date, Clarté and the Customer will agree on a suitable delivery timeframe by email.

6.1.6. Belgian and EU Customers

Where the Customer is a consumer within the meaning of applicable Belgian and EU law, by agreeing to these Terms and confirming payment, the Customer expressly consents to Clarté commencing preparation of the Catalogue before the expiry of the fourteen (14) day withdrawal period. The Customer acknowledges that once the Catalogue has been fully delivered, the right of withdrawal is lost in its entirety. Where preparation has commenced but the Catalogue has not been fully delivered at the time of any withdrawal request, the Customer remains liable for a proportionate amount corresponding to the work already completed, relative to the full price of the Service.

6.2 Personalised Pathway Plan

PLAN	AUD 610 AUD 430 for Explore customers (valid 30 days after delivery of Plan)
-------------	---

6.2.1 Description of Service

The Personalised Pathway Plan (“Plan”) is a tailored informational document prepared by Clarté for the individual Customer and, where applicable, the Authorised Child User.

The Plan may include, without limitation:

- detailed eligibility information for up to three (3) university programmes in selected EU countries, based on the Customer’s or Authorised Child User’s academic and vocational background;
- admission procedure instructions and an overview of application requirements for each identified programme;
- an overview of relevant funding options, credit transfer schemes, and vocational recognition pathways associated with the identified programmes;
- a personalised indicative timeline and pathway strategy; and
- general information regarding administrative processes relevant to commencing study in the selected EU countries.

The Plan is prepared on the basis of information provided by the Customer through the Enquiry Form and any subsequent communications with Clarté. The Customer is responsible for ensuring that all information provided is accurate, complete, and up to date.

Clarté does not guarantee admission to any institution, eligibility for any programme or funding option, approval of any visa or residency application, or the recognition or transferability of prior qualifications or credits.

The Plan is provided for general informational and planning purposes only and does not constitute legal, migration, financial, educational accreditation, or professional advice.

6.2.2 Nature of the Service

The Plan constitutes informational and educational guidance only. It does not constitute:

- the preparation, submission, or lodgement of any university application on behalf of the Customer;
- legal, immigration, financial, visa, or other regulated professional advice;
- a guarantee of admission to any university or programme, the securing of funding, or the recognition or transferability of prior qualifications or credits; or
- financial, investment, or professional advice of any kind.

All decisions regarding university selection, applications, enrolment, and related matters remain the sole and independent responsibility of the Customer. The Customer is encouraged to seek independent professional advice where appropriate.

6.2.3 Accuracy and Changes to Information

Clarté prepares the Plan on the basis of publicly available information published by universities, government authorities, and other relevant institutions at the time of preparation. Clarté takes reasonable care to ensure that information is accurate at the time of delivery.

To the maximum extent permitted by applicable law, Clarté is not responsible for, and does not accept liability arising from, any changes occurring after delivery of the Plan, including changes to university programmes, admission requirements, tuition fees, entry criteria, application deadlines, or government regulations.

6.2.4 Pricing and Payment

The Plan is priced at AUD 610 (six hundred and ten Australian dollars) per order. This price includes one (1) virtual follow-up call of up to thirty (30) minutes.

Customers who have previously purchased the Explore Catalogue from Clarté are eligible to purchase the Plan at the reduced price of AUD 430 (four hundred and thirty Australian dollars), inclusive of the Follow-Up Call described in Section 6.2.6, provided that the Plan is purchased within thirty (30) days of the date of delivery of the Catalogue. To redeem this rate, the Customer must notify Clarté at the time of ordering and provide confirmation of their prior Catalogue purchase. This reduced price applies to one (1) Plan per Catalogue purchase, is valid for thirty (30) days from the date of delivery of the Catalogue, and is not transferable. Orders received after this period will be charged at the standard rate of AUD 610.

Payment is made by invoice issued to the Customer by email in accordance with Section 9. Unless otherwise stated on the invoice, payment is due within fourteen (14) days of the invoice date.

Clarté operates on a prepayment basis. Preparation of the Plan will not commence until full payment has been received in cleared funds. No interest, late payment fees, or other financial penalties will be charged in respect of overdue amounts.

6.2.5 Delivery

The Plan will be delivered within ten (10) to fifteen (15) business days from the date of confirmed receipt of full payment, subject to the availability of relevant information. Where material information is only available after a certain date, Clarté and the Customer will agree on a suitable delivery timeframe by email.

6.2.6 Follow-Up Call

Each Plan purchase includes one (1) complimentary virtual follow-up call of up to thirty (30) minutes (“Follow-Up Call”), valid for sixty (60) days from the date of delivery of the Plan.

The purpose of the Follow-Up Call is to walk through the Plan, answer questions relating to its content, and assist the Customer in identifying next steps. It does not constitute ongoing advisory services or additional research beyond the scope of the delivered Plan.

The Follow-Up Call must be scheduled by the Customer and is subject to Consultant availability. The Customer is responsible for scheduling the call within the validity period. Where the Consultant is unavailable within 60 days, the call will not be forfeited and will be scheduled as soon as practicable. The Follow-Up Call is non-transferable and may not be exchanged for cash, credit, or alternative services.

6.2.7 Belgian and EU Customers

Where the Customer is a consumer within the meaning of applicable Belgian and EU law, by agreeing to these Terms and confirming payment, the Customer expressly consents to Clarté commencing preparation of the Plan before the expiry of the fourteen (14) day withdrawal period. The Customer acknowledges that once the Plan has been fully delivered, the right of withdrawal is lost in its entirety. Where preparation has commenced but the Plan has not been fully delivered at the time of any withdrawal request, the Customer remains liable for a proportionate amount corresponding to the work already completed, relative to the full price of the Service.

6.3 Mentorship Sessions

BE SUPPORTED	AUD 190 x 1 AUD 510 x 3
---------------------	----------------------------------

6.3.1 Description of Service

Clarté provides individual virtual Mentorship Sessions of thirty (30) minutes each (“Mentorship Session”), conducted online.

To make the most of each session, Customers are asked to submit their goals and questions in advance. Mentorship Sessions may address, without limitation:

- identification of potentially suitable university programmes, credit transfer pathways, and funding opportunities;
- general guidance on application documentation, external testing requirements, motivation letters, and credential recognition procedures;
- indicative timeline planning and pathway strategy; and
- general guidance relating to student life and preparation for study in the relevant EU country.

Mentorship Sessions are informational and guidance-based only and must not be relied upon as legal, immigration, financial, academic accreditation, or professional advice of any kind.

6.3.2 Nature of the Service

Mentorship Sessions constitute informational and educational guidance only. They do not constitute:

- the preparation, submission, or lodgement of any university application on behalf of the Customer;
- legal, immigration, financial, visa, or other regulated professional advice;
- a guarantee of admission to any university or programme, the securing of funding, or the recognition or transferability of prior qualifications or credits; or
- financial, investment, or professional advice of any kind.

All decisions regarding university selection, applications, enrolment, and related matters remain the sole and independent responsibility of the Customer.

6.3.3 Written Summary

A personalised written summary will be provided to the Customer by email within forty-eight (48) hours following each Mentorship Session. The summary will cover what was discussed, tailored follow-up recommendations, and clear action points. Where additional research or verification is required to ensure the accuracy of information included in the summary, or where a delay in delivery is otherwise anticipated, the Consultant will notify the Customer by email as soon as reasonably practicable and will confirm a revised delivery timeframe.

The written summary is informational in nature only and does not constitute professional advice. It does not create any obligation on Clarté to guarantee outcomes, admissions, approvals, or third-party decisions.

6.3.4 Pricing and Payment

Mentorship Sessions are available at the following rates:

- one (1) session: AUD 190 (one hundred and ninety Australian dollars); or
- three (3) sessions: AUD 510 (five hundred and ten Australian dollars)

Payment is made by invoice issued to the Customer by email in accordance with Section 9. Unless otherwise stated on the invoice, payment is due within fourteen (14) days of the invoice date.

Clarté operates on a prepayment basis. Mentorship Sessions will not be scheduled until full payment has been received in cleared funds. No interest, late payment fees, or other financial penalties will be charged in respect of overdue amounts.

6.3.5 Validity

Purchased Mentorship Sessions are valid for twelve (12) months from the date of confirmed payment. Sessions not used within this period will expire. No refund or credit will be issued in respect of unused sessions, subject always to the Customer's rights under applicable consumer protection law.

6.3.6 Belgian and EU Customers

Where the Customer is a consumer within the meaning of applicable Belgian and EU law, by agreeing to these Terms and confirming payment, the Customer expressly consents to Clarté scheduling and commencing delivery of Mentorship Sessions before the expiry of the fourteen (14) day withdrawal period. The Customer acknowledges that once a Mentorship Session has been fully delivered, the right of withdrawal in respect of that session is lost in its entirety. Where the withdrawal period has not yet expired at the time a session is delivered, the Customer remains liable for the fee attributable to any session already completed.

8. Accuracy and Changes to Information

Clarté prepares all Services on the basis of publicly available information published by universities, government authorities, and other relevant institutions at the time of preparation. Clarté takes reasonable care to ensure information is accurate at the time of delivery.

Clarté is not responsible for changes occurring after delivery of a Service, including changes to programmes, admission requirements, tuition fees, application deadlines, or government regulations. Customers are responsible for verifying current information directly with the relevant institutions before taking any action.

9. Pricing, Payment, and Invoicing

All prices are quoted in Australian dollars (AUD). Clarté will issue an invoice by email upon agreement of a Service. Payment is due in full before any Service commences.

Clarté operates on a prepayment basis. No work will begin until full payment is confirmed in cleared funds.

Clarté uses a third-party payment processor. By completing a purchase, the Customer agrees to the payment processor's terms. Clarté does not store credit card or sensitive payment information. Customers are responsible for any currency conversion fees charged by their bank or payment provider.

Clarté reserves the right to revise pricing. Pricing confirmed at the time of invoice applies to that transaction.

All prices stated in these Terms and on any invoice issued by Clarté are exclusive of any applicable Goods and Services Tax (GST), Value Added Tax (VAT), or equivalent indirect tax, unless otherwise expressly stated on the invoice. Where any such tax applies, it will be itemised separately on the invoice and added to the stated price at the prevailing rate applicable at the time of invoicing.

Clarté reserves the right to adjust invoiced amounts to reflect any applicable tax obligations arising under applicable law at the time of invoicing, including any change in the applicable rate of GST, VAT, or equivalent indirect tax. The Customer will be notified of any such adjustment prior to payment being due.

10. Rescheduling and Cancellation

10.1 Follow-Up Calls (Catalogue and Plan)

The Catalogue Follow-Up Call included with the Explore Catalogue and Follow-Up Call included with the Personalised Pathway Plan and may each be cancelled or rescheduled by the Customer at any time at no cost. Both are valid for sixty (60) days from the date of delivery of the respective Service.

If the Customer does not schedule either follow-up call within sixty (60) days of delivery of the respective Service, that call may be forfeited at the Consultant's discretion. Where the Consultant is unavailable within 60 days, the relevant call will be rescheduled as soon as practicable and will not be forfeited due to Consultant unavailability.

10.2 Mentorship Sessions

Scheduled Mentorship Sessions may be cancelled or rescheduled by the Customer with at least 24 hours' notice at no cost. Cancellations with less than 24 hours' notice may result in forfeiture of that session, subject to the Customer's rights under applicable consumer protection law.

If Clarté cancels or reschedules a session, the Customer's session will be reinstated and scheduled at a mutually convenient time.

11. Refunds

All Services are bespoke and individually prepared for each Customer.

11.1 Australian Customers

Upon confirmation of payment, Clarté will promptly commence preliminary research and administrative preparation specific to the Customer's requirements. From this point, fees paid are non-refundable, subject to the Customer's non-excludable rights under the ACL and other applicable mandatory consumer protection law.

No refund will be provided where the Customer:

- changes their mind after confirmation of payment;
- provides incomplete or inaccurate information; or
- decides not to proceed with university search or applications after delivery of a Service.

This does not affect any right to a refund or other remedy to which the Customer is entitled under the ACL or other applicable mandatory consumer protection law, including where a major failure occurs.

11.2 EU and Belgian Consumers

Where the Customer is a consumer within the meaning of applicable Belgian and EU law and the Service is contracted remotely or online, the Customer has the right to withdraw from the contract within fourteen (14) calendar days of conclusion of the contract without giving any reason, in accordance with Article VI.47 of the Belgian Code of Economic Law and EU Directive 2011/83/EU.

However, where the Customer expressly requests that Clarté commence preparation of the Service before the expiry of the fourteen (14) day withdrawal period, the Customer acknowledges and agrees that:

- they consent to Clarté commencing performance of the Service before the withdrawal period has expired;
- once the Service has been fully performed, the right of withdrawal is lost in its entirety; and
- where the Service has commenced but not been fully performed at the time of withdrawal, the Customer remains liable for a proportionate amount corresponding to the services already delivered, relative to the full price of the Service.

Clarté will seek the Customer's express consent to commence performance before the end of the withdrawal period at the time of purchase. This consent will be recorded and retained by Clarté.

12. Consumer Rights and Guarantees

Clarté's Services are subject to mandatory consumer guarantees under Belgian, EU, and other applicable law that cannot be excluded by contract. These apply regardless of what these Terms say.

12.1 Belgian and EU Consumer Law

Where the Customer is a consumer within the meaning of Belgian and EU law, the following apply:

- **Service conformity (Book VI, Belgian Code of Economic Law; EU Digital Content Directive 2019/770):** Services must conform to the contract as described, be reasonably fit for their purpose, and be performed with appropriate care and diligence.
- **Unfair contract terms (Article VI.83, Belgian Code of Economic Law):** Any clause that creates a significant imbalance between the parties to the detriment of the consumer is automatically void. This includes blanket liability exclusions.
- **Remedies:** Where a Service does not conform, the Customer may request re-performance. If re-performance is not possible within a reasonable time, the Customer may seek a price reduction or termination of the contract with refund, and may claim damages where applicable.

12.2 Australian Consumer Law

Where the Customer is a consumer within the meaning of the ACL (Schedule 2, Competition and Consumer Act 2010 (Cth)), the following statutory guarantees apply:

- **Due care and skill (s. 60):** Services will be provided with reasonable care and skill.
- **Fitness for purpose (s. 61):** Where the Customer has made known a particular purpose, Services will be reasonably fit for that purpose.
- **Reasonable time (s. 62):** Where no timeframe is agreed, Services will be provided within a reasonable time.

If Clarté fails to comply with a consumer guarantee and the failure is not a major failure, Clarté will remedy the issue within a reasonable time, including by re-supplying the Service where appropriate. If Clarté does not remedy the issue, or if the failure is a major failure, the Customer may cancel the contract, seek a refund, and claim compensation for reasonably foreseeable loss or damage (ss. 267–270, ACL). To the extent permitted by law, Clarté limits its liability for a non-major failure to re-supply of the relevant Service or a refund of the fee paid for that Service.

12.3 Other Jurisdictions

Where a Customer is resident in a country other than Australia or an EU member state, the mandatory consumer protection laws of that country may also apply and cannot be excluded by these Terms. Clarté will comply with those mandatory requirements to the extent applicable.

12.4 General Acknowledgement

Nothing in these Terms excludes, restricts, or modifies any consumer right or guarantee that cannot lawfully be excluded under applicable law. To the extent any

clause in these Terms is inconsistent with a non-excludable statutory right, that clause is void to the extent of the inconsistency.

13. Limitation of Liability

To the fullest extent permitted by applicable law, Clarté is not liable for:

- loss or damage arising from reliance on information provided in any Service;
- changes to higher education programmes, funding opportunities, fees, admission or enrolment requirements, or any other national, institutional, or regulatory requirements or policies, after delivery of a Service;
- the Customer's failure to verify information with the relevant institution or public body; or
- indirect, consequential, or special loss or damage of any nature.

Subject to applicable law, Clarté's total aggregate liability to any Customer shall not exceed the total amount paid by that Customer for the specific Service giving rise to the claim.

Nothing in these Terms limits Clarté's liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded under mandatory law.

14. Data Protection and Privacy

Clarté collects and processes personal information provided by Customers in order to deliver agreed Services, communicate with Customers, and comply with applicable legal obligations.

Clarté processes personal data in accordance with:

- the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Belgian Act of 30 July 2018 on the protection of natural persons with regard to personal data processing.

Clarté will not sell, rent, or share personal data with third parties for marketing purposes. Data will only be shared: (a) as required by law; (b) with the Customer's prior consent; or (c) with service providers bound by equivalent confidentiality obligations.

Customers may request access to, correction of, or deletion of their personal data by contacting Clarté at the address in Section 18. Customers also have the right to lodge a complaint with:

- the Belgian Data Protection Authority (Autorité de protection des données / Gegevensbeschermingsautoriteit) at autoriteprotectiondonnees.be

See Clarté's Privacy Policy published on its website for more information.

15. Intellectual Property

All content, materials, and deliverables produced by Clarté, including the Catalogue, Personalised Pathway Plan, and session summaries, are the intellectual property of

Clarté and are protected under applicable Belgian and international intellectual property law.

Upon delivery, Clarté grants the Customer and any identified Authorised Child User a limited, personal, non-transferable, non-exclusive licence to use the deliverable for their own private, non-commercial purposes. Deliverables may not be reproduced, shared, sold, or used for any commercial purpose without Clarté's prior written consent.

The Clarté name, logo, and all associated branding are the exclusive property of Clarté. No use of Clarté branding is permitted without express written authorisation.

16. Confidentiality

Clarté treats all information shared by Customers as confidential. It will not be disclosed to third parties except: (a) as required by law; (b) with the Customer's prior written consent; or (c) to service providers bound by equivalent confidentiality obligations.

Customers agree to keep confidential any proprietary methods, materials, or information relating to Clarté's services that are disclosed to them in the course of receiving Services.

17. Force Majeure

Clarté is not in breach of these Terms and is not liable for any delay or failure to perform any obligation where such delay or failure results from circumstances beyond its reasonable control, including acts of God, government restrictions, pandemics, telecommunications failures, or platform outages.

Clarté will notify the Customer by email within forty-eight (48) hours of becoming aware of a force majeure event affecting delivery of the Service, and will use reasonable efforts to resume the affected Service as soon as practicable.

Where the force majeure event continues for a period exceeding thirty (30) days, either party may terminate the affected Service by written notice to the other. In such circumstances, Clarté will refund any fees paid in respect of Services not yet delivered, subject to a deduction for any preparatory work already completed at the time of termination.

Nothing in this clause excludes, restricts, or modifies any right or guarantee the Customer may have under the applicable mandatory consumer protection law that cannot be excluded by contract.

18. Amendments to These Terms

Clarté reserves the right to amend these Terms at any time. Where changes are material, Clarté will provide at least thirty (30) days' notice by email before the changes take effect.

Continued engagement with Clarté after the effective date of amended Terms constitutes acceptance. Customers who do not agree to material changes may

withdraw from any undelivered Service before the effective date, subject to their rights under applicable law.

19. Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible. The remaining provisions continue in full force and effect.

20. Governing Law and Disputes

These Terms are governed by Belgian law and applicable EU law. The courts of Brussels, Belgium have primary jurisdiction over any dispute arising out of or in connection with these Terms.

Nothing in this clause affects any mandatory consumer protection rights a Customer may have under the law of their country of residence that cannot be excluded by a choice of governing law or jurisdiction. Where a Customer's local law provides them with the right to bring proceedings in their own country, that right is not affected.

20.1 Complaint Procedure

Customers should first contact Clarté directly using the details in Section 21. Clarté aims to acknowledge complaints within 2 business days and resolve them within 5 business days.

If the matter cannot be resolved directly, the Customer may refer it to:

- the Belgian Centre for Arbitration and Mediation (CEPANI) at cepani.be;
- the EU Online Dispute Resolution platform at ec.europa.eu/consumers/odr; or
- the relevant consumer protection authority in their country of residence, including (for Australian customers) the Australian Competition and Consumer Commission (ACCC) at accc.gov.au or the relevant state or territory consumer affairs body.

Clarté is not obliged to participate in alternative dispute resolution but will do so in good faith where appropriate.

21. Contact

For questions, concerns, or complaints regarding these Terms or Clarté's Services:

Email: info@clarteeu.com

Telephone / WhatsApp: +32 456 077 611

By submitting an Enquiry Form or purchasing any Service, you confirm that you have read, understood, and agree to these Terms and Conditions in their entirety.

© Clarté. All rights reserved.