AFRIBIOTECH LEAN SIX SIGMA

Terms of Service

General terms and conditions for Lean Six Sigma training, examinations, certification, digital platforms and related services

Document	Terms of Service (ToS)
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Website	https://afribiotech.com
Contact	info@afribiotechleansixsigmarotterdam.com Nigeria: +234 903 487 0709	Netherlands: +31 6 2163 6515

1. About these Terms

These Terms of Service ("Terms") govern your use of the website https://afribiotech.com, our linked digital platforms, and every Lean Six Sigma training, examination, certification, coaching, consultancy and corporate training service we provide (together, the "Services"). Please read them carefully before registering, paying or using any Service. By submitting a registration form, making a payment or using a platform, you confirm that you have read and accept these Terms.

These Terms are written to comply with the laws of the Netherlands, the European Union and the Federal Republic of Nigeria, and with internationally recognised principles of fair trading and consumer protection. Nothing in these Terms limits any mandatory right you have as a consumer under the law of the country where you live.

2. Who we are

The Services are offered under the Afribiotech group ("Afribiotech", "we", "us", "our"), which operates through three trading names that together form Afribiotech:

Entity	Details	Role
AfriBioTech Limited	17 Babs Ogunwole Street, Ifako-Ijaiye, Lagos 101232, Nigeria CAC Company Registration No.: 8294878 ISO 9001:2015 certified	Head office and global trading hub: runs most of our global trade, including international and corporate contracts; contracting party for NGN-denominated enrolments and services delivered in Nigeria
Afribiotech	Dordtselaan 238D, 3073 GV Rotterdam, the Netherlands Chamber of Commerce (KVK): 96398868 VAT: NL005207965B49 CRKBO-registered training institution	Dutch vocational training institution; contracting party for EUR-denominated training enrolments and VAT-exempt vocational training in the Netherlands and the EU
Afribiotech Lean Six Sigma Rotterdam	Dordtselaan 238D, 3073 GV Rotterdam, the Netherlands Chamber of Commerce (KVK): 96398868 Member of The CPD Certification Service	Lean Six Sigma training hub and certification brand; operates the Exam Platform and issues CPD-recognised certificates

Which entity you contract with. If you enrol on training in euros through our Dutch operations, your contract is with Afribiotech (the CRKBO-registered institution, trading also as Afribiotech Lean Six Sigma Rotterdam, KVK 96398868). If you pay in Nigerian naira, receive Services from our Lagos office, or contract with us for international or corporate trade outside the Netherlands, your contract is with AfriBioTech Limited, which runs most of our global trade. Your invoice or enrolment confirmation will name the contracting entity. Afribiotech operates in partnership with Europharma Supplies EMEA, which may collect euro payments on our behalf as described in section 7.

Scope. These Terms cover our Lean Six Sigma and operational excellence Services only. The supply of medical devices, diagnostics and laboratory equipment by AfriBioTech Limited is governed by separate supply terms.

3. Definitions

Term	Meaning
Candidate / Learner	An individual enrolled on a training programme or sitting an examination.
Client	An organisation that purchases training, coaching or consultancy for its staff or business.
Consumer	An individual acting for purposes outside their trade, business, craft or profession.
Belt	A certification level: White Belt, Yellow Belt, Green Belt, Black Belt or Master Black Belt (also described as Lean Six Sigma Competency Level 1 to 5 or Lean Project Management Level 1 to 5).
Platforms	Our website, the Lean Six Sigma Self-Training Platform, the Afribiotech Lean Six Sigma Rotterdam Exam Platform, the Body of Knowledge site, the ARIA AI analyst and any other online tool we operate.
Course Materials	All slides, workbooks, videos, recordings, templates, question banks, exams and other content we provide.
Project Window	The period after passing an exam in which a Green Belt (3 months), Black Belt (4 months) or Master Black Belt (4 months) candidate must submit and pass the required real-world project(s).

4. Eligibility and accounts

- You must be at least 18 years old to enrol in our Services in your own name. Learners aged 16 or 17 may enrol only with the written consent of a parent or guardian, who also accepts these Terms.
- If you register on behalf of an organisation, you confirm that you have authority to bind that organisation, and the organisation becomes the Client.
- You must give accurate, complete and current information in the registration form and keep it up to date. Your certificate will be issued in the name you provide, so please check spelling carefully.
- You are responsible for keeping any login credentials confidential and for all activity under your account. Tell us immediately at info@afribiotechleansixsigmarotterdam.com if you suspect unauthorised use.

5. Our Services

We provide the following Services, as described on our website, catalogue and price list at the time you enrol:

- **Lean Six Sigma training and certification** from White Belt to Master Black Belt, including a Full 6-Month Master Black Belt Track, delivered online (live virtual classes led by Master Black Belt coaches) and, where offered, in person.
- **Examinations** through the Afribiotech Lean Six Sigma Rotterdam Exam Platform.
- **Self-directed learning** through the Lean Six Sigma Self-Training Platform and Body of Knowledge.

- **Customised corporate training, coaching and consultancy** for organisations across healthcare, MedTech, supply chain, manufacturing, banking, energy, government, telecoms, education, IT, food and beverage, retail, construction, aviation and biotech.
- **Free Lean deployment templates** (such as 5W+H, 5 Whys, PDCA, Fishbone, 4Cs Action Tracker and A3 reports).
- **ARIA**, an AI-powered root cause analysis and Lean Six Sigma assistant (see section 13).

We deliver training in line with ISO 13053 (DMAIC methodology), ISO 18404:2015 competence requirements and the European ESCO framework, Our recognitions are held as follows: **AfriBioTech Limited** is certified to ISO 9001:2015 for quality management; **Afribiotech** is registered with the CRKBO (Dutch Central Register of Short Vocational Education), following an audit against the Dutch Quality Code monitored by CPION; and **Afribiotech Lean Six Sigma Rotterdam** is a member of The CPD Certification Service. References to other bodies of knowledge (such as ASQ or IASSC) describe curriculum alignment only and do not mean that those bodies endorse or issue our certificates.

Corporate training, coaching and consultancy may be subject to a separate proposal or statement of work. If a proposal conflicts with these Terms, the proposal prevails for that engagement.

6. Registration and formation of contract

- You apply by completing the Lean Six Sigma registration form, including your chosen Belt, background and motivation, project interest and confirmation of availability, or by purchasing through a payment link on our website.
- Submitting the form is an application, not a binding contract. We aim to respond within one business day. A contract is formed when we send you written enrolment confirmation (by email or other written message) or, for payment-link purchases, when payment is successfully completed and confirmed.
- We may decline an application, for example where entry requirements are not met, a cohort is full or we cannot verify payment. If we decline after payment, we refund you in full.
- Before you are bound, we provide clear information on the main characteristics of the Service, the total price including taxes, the identity of the contracting entity, schedules and your right of withdrawal where it applies, as required by Article 6:230m of the Dutch Civil Code and the EU Consumer Rights Directive (2011/83/EU).

7. Prices, payment and taxes

- Prices are as stated in our current price list, catalogue or quotation at the time of enrolment. Promotional discounts (for example, up to 30% on selected programmes) apply only during the stated period, cannot be combined unless stated, and do not apply retrospectively.
- **Euro payments** may be made by card or other methods through our payment processor Stripe, or by bank transfer to the euro account held in the name of EuroPharma Supplies (IBAN NL04 KNAB 0776 2358 34, SWIFT KNABNL2H), which collects payments on behalf of Afribiotech.
- **Naira payments** may be made by bank transfer to AFRIBIOTECH LTD, Access Bank (account number 1941551611).
- When paying by bank transfer, please use your full name and chosen Belt as the payment reference and upload your payment receipt with the registration form. We will never ask you to pay into any other account by phone or WhatsApp; if in doubt, confirm with us at info@afribiotechleansixsigmarotterdam.com before paying.
- Unless otherwise agreed, full payment is due before the start of the programme. Corporate clients may be invoiced with payment due within 30 days. Late payments by business clients accrue statutory commercial interest under Article 6:119a of the Dutch Civil Code (or the applicable law of the contracting entity).
- **VAT.** Vocational training provided by Afribiotech as a CRKBO-registered institution is exempt from Dutch VAT under Article 11(1)(o) of the Dutch Turnover Tax Act 1968 (Wet OB 1968), to the extent the

exemption applies. Other services (such as consultancy) and services provided by AfriBioTech Limited are subject to VAT or other taxes as required by Dutch or Nigerian law, and these will be shown on your invoice.

- You are responsible for bank, transfer and currency conversion charges imposed by your own bank.

8. Right of withdrawal (consumers in the EU and EEA)

If you are a consumer and you conclude a contract with us at a distance (online, by email or by phone), you have a statutory right to withdraw from the contract within **14 days** without giving any reason, under Articles 6:230o and following of the Dutch Civil Code and the EU Consumer Rights Directive. The withdrawal period ends 14 days after the day the contract is concluded.

8.1 How to withdraw

- Use the online withdrawal function ("Withdraw from contract") provided on our website, in accordance with Article 6:230oa of the Dutch Civil Code (implementing Directive (EU) 2023/2673); or
- Send us a clear statement by email to info@afribiotechleansixsigmarotterdam.com or by post to Dordtselaan 238D, 3073 GV Rotterdam. You may use the model withdrawal form in the Schedule to these Terms, but you are not obliged to.
- We will confirm receipt of your withdrawal without delay on a durable medium (such as email).

8.2 Refunds after withdrawal

We will refund all payments received from you without undue delay and in any event within 14 days of receiving your withdrawal, using the same payment method you used unless you expressly agree otherwise. You will not be charged any fee for the refund.

8.3 Services that start during the withdrawal period

- If you expressly ask us to start live training, coaching or other services before the 14-day period ends and then withdraw, you must pay an amount proportionate to what has been provided up to the moment you notify us.
- If the service has been fully performed within the withdrawal period at your express request, and you acknowledged that you would lose your right of withdrawal once the service is fully performed, the right of withdrawal no longer applies.
- **Digital content** (such as immediate access to the Self-Training Platform, recorded lessons or the Exam Platform) is not covered by the right of withdrawal once access has begun, if you gave prior express consent to begin during the withdrawal period, acknowledged that you would lose your right of withdrawal, and we confirmed this to you on a durable medium.
- Business clients and candidates enrolling for professional purposes do not have a statutory right of withdrawal; section 9 applies instead.

9. Cancellation, rescheduling and refunds

In addition to any statutory right of withdrawal, the following commercial cancellation policy applies to all learners and clients:

When you cancel	What happens
More than 14 days before the programme start date	Full refund, less an administration fee of 10% of the fee (waived for consumers exercising their statutory right of withdrawal).
7 to 14 days before the start date	50% refund, or a free transfer to the next available cohort within 6 months.
Less than 7 days before the start date, or after the start	No refund. You may transfer once to a later cohort within 6 months for a transfer fee of 10% of the fee, or nominate a substitute candidate at no charge before the start date.

When you cancel	What happens
Project Window ends without a passed project (Green Belt, Black Belt, Master Black Belt)	No refund, in full or in part. You graduate with the certificate of training and exam only (see section 11.2).
Exam booked but not sat	One free reschedule if you tell us at least 48 hours in advance. Otherwise the attempt is forfeited.
We cancel or materially change a programme	You may choose a full refund or a transfer to another cohort or format at no extra cost.

Approved refunds are paid within 14 days to the original payment method. Corporate engagements are cancelled in accordance with the applicable proposal or, if none, the table above.

10. Training delivery

- Programmes combine Master Black Belt-led coaching with self-directed learning. Indicative contact hours are: White Belt 6 hours (4 coaching, 2 self-study); Yellow Belt 12 hours (8 coaching, 4 self-study); Green Belt 3 days; Black Belt 5 days; Master Black Belt 5 days, each with self-directed learning. Our Body of Knowledge sets out the current structure and prevails if it is updated.
- Live virtual classes are delivered through third-party video tools. You are responsible for having a suitable device, a stable internet connection and a supported browser (currently Google Chrome or Microsoft Edge for the Exam Platform).
- We may change the trainer, venue, schedule or delivery method for good reason (for example illness or force majeure), provided the change does not materially reduce the quality or content of the programme. If a change is material, section 9 applies.
- Sessions may be recorded for quality assurance and for learners who miss a session. We will tell you before recording begins. You must not record sessions yourself without our permission.
- Participants must behave respectfully. We may remove a participant from a session or programme without refund for harassment, discrimination, disruption or misconduct.

11. Examinations and certification

11.1 Structure

Belt	Pathway	Project requirement
White Belt and Yellow Belt	Training → Exam → Certificate of completion	None. One certificate is issued.
Green Belt	Training → Exam → Certificate of training and exam → Project → Certificate of certification	1 real-world, cost-saving project within 3 months of passing the exam
Black Belt	As for Green Belt	2 real-world, cost-saving projects within 4 months
Master Black Belt	As for Green Belt	2 real-world, cost-saving projects within 4 months

11.2 Projects

- Projects must be real-world work inside a real organisation, not simulations. To be accepted, a project must demonstrate with data a measurable impact on a business process, quantified financial savings or cost avoidance, and a documented, sustained process improvement.
- A named project supervisor reviews each submission before a pass is confirmed.

- If the Project Window lapses without a pass, you graduate with the certificate of training and exam only and are not a certified belt holder. Extensions may be granted at our discretion for documented exceptional circumstances.
- **No refund when the Project Window ends.** The programme fee covers the training, coaching, examination and project supervision made available to you. If the Project Window ends without a passed project, whether because no project was submitted, a submission did not meet the requirements, or for any other reason, no refund is given, in full or in part. You graduate with the certificate of training and exam, which remains valid. This does not affect your statutory right of withdrawal under section 8 or your rights if we fail to provide the Services as agreed.
- You are responsible for obtaining your host organisation's permission to use its data and to share it with us. Anonymise personal data and trade secrets wherever possible (see our Privacy Policy).

11.3 Exam integrity

- You must sit exams yourself, without unauthorised help, materials or AI tools, and must not copy, record or share exam questions. We may verify your identity and monitor exam sessions.
- Online exams may be scored automatically. You may request a human review of your result within 14 days of receiving it.
- Cheating, impersonation or falsified project data will lead to disqualification, and we may revoke any certificate already issued and record the revocation in our verification register.

11.4 Certificates and CPD

- Certificates are issued electronically in the name you provide and carry a unique number that third parties may verify with us.
- Eligible programmes carry CPD hours recognised by The CPD Certification Service, of which Afribiotech Lean Six Sigma Rotterdam is a member. Acceptance of CPD hours or our certificates by an employer, professional body or regulator is decided by that body.
- A certificate confirms that you met our assessment criteria at the time. It does not guarantee employment, promotion or any business result.

12. Use of our Platforms

You may use our Platforms only for lawful purposes and in accordance with these Terms. You must not:

- share your access with another person, or resell or sublicense access to any Platform or Course Materials;
- copy, scrape, download in bulk, reverse-engineer or extract question banks or content, except as these Terms allow;
- upload malware, attempt to gain unauthorised access, overload or interfere with the security or operation of any Platform (such conduct may also be an offence under the Nigerian Cybercrimes (Prohibition, Prevention, etc.) Act and the Dutch Criminal Code);
- post or transmit unlawful, defamatory, discriminatory, infringing or misleading content; or
- use the Platforms to send unsolicited marketing.

We aim to keep our Platforms available but do not guarantee uninterrupted or error-free access. We may suspend access for maintenance, security or legal reasons and will give notice where reasonably possible.

13. AI-powered tools

- **You are interacting with AI.** ARIA and any other AI feature on our Platforms is an artificial intelligence system, not a human, as disclosed in accordance with Article 50(1) of the EU Artificial Intelligence Act (Regulation (EU) 2024/1689).
- AI outputs are generated automatically, may be inaccurate or incomplete, and are provided for learning and analysis support only. They are not professional, legal, medical, financial or engineering advice. Verify outputs before relying on them.

- Do not enter special category data (such as health information), confidential business information or personal data of other people into AI tools unless you are authorised to do so.
- Links to third-party AI services (such as Microsoft Copilot) take you to services governed by their own terms and privacy policies.

14. Intellectual property

- All Course Materials, Platforms, exams, the Afribiotech name and logo, and website content are owned by or licensed to Afribiotech and are protected by copyright, trademark and other laws, including the Dutch Copyright Act (Auteurswet), the Nigerian Copyright Act 2022 and international treaties.
- We grant you a personal, non-exclusive, non-transferable, revocable licence to use the Course Materials for your own learning during and after your programme. You may not reproduce, distribute, publish, sell or use them to train others or to train AI models without our written consent.
- Our free Lean deployment templates may be used, adapted and shared within your organisation for internal improvement work, provided you keep the Afribiotech attribution. They may not be sold or republished as your own.
- You keep ownership of your project work. You grant us a non-exclusive licence to use it to assess, supervise and certify you, and for quality assurance audits (for example by CRKBO/CPION, The CPD Certification Service or our ISO 9001 auditor). We will only publish your project or testimonial, even in anonymised form, with your prior consent.

15. Third-party services and links

Our Services rely on or link to third-party services, including Stripe (payments), WhatsApp (messaging), LinkedIn, Netlify (platform hosting), Google Maps and video-conferencing tools. Your use of these services is subject to their own terms and privacy policies. We are not responsible for third-party websites or services that we do not control.

16. Our liability

- We provide the Services with reasonable care and skill, in line with the Dutch Quality Code for short vocational education (Afribiotech, CRKBO) and the ISO 9001:2015 quality management system of AfriBioTech Limited.
- Except as stated below, our total liability arising from or in connection with any contract is limited to the fees you paid for the Service concerned.
- We are not liable for indirect or consequential loss, loss of profit, loss of business opportunity or loss of data, to the extent permitted by law.
- Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, for fraud, for intent or deliberate recklessness of our management (opzet of bewuste roekeloosheid), or for any other liability that cannot be limited or excluded by law.
- For consumers, these limitations apply only to the extent permitted by Articles 6:236 and 6:237 of the Dutch Civil Code, the EU Unfair Contract Terms Directive (93/13/EEC) and the Nigerian Federal Competition and Consumer Protection Act 2018. They do not affect your statutory rights if a Service does not conform to the contract.

17. Your responsibilities and indemnity (business clients)

Business clients will indemnify us against claims by third parties arising from data, materials or instructions the client provides in breach of law or of these Terms, including claims relating to project data shared without the necessary authorisation. This section does not apply to consumers.

18. Suspension and termination

- We may suspend or terminate your access to the Services, without refund, if you materially breach these Terms (including exam misconduct or non-payment) and, where the breach can be remedied, you fail to remedy it within 14 days of our written notice.
- You may terminate an ongoing service under section 8 or 9.
- Sections on intellectual property, liability, certificate revocation, governing law and any accrued payment obligations survive termination.

19. Force majeure

Neither party is liable for failure or delay caused by circumstances beyond its reasonable control (force majeure, or overmacht under Article 6:75 of the Dutch Civil Code), including natural disasters, epidemics, war, civil unrest, government action, power or internet outages, or failures of third-party platforms. If a force majeure event prevents delivery for more than 60 days, either party may terminate the affected Service and we will refund fees for any part not delivered.

20. Privacy and cookies

We process personal data in accordance with the EU General Data Protection Regulation (GDPR), the Dutch GDPR Implementation Act (UAVG), the Nigeria Data Protection Act 2023 and its General Application and Implementation Directive 2025. See our **Privacy Policy** and **Cookie Policy**, which form part of these Terms.

21. Complaints

As Afribiotech is a CRKBO-registered institution, we operate a formal complaints procedure in line with the Dutch Quality Code for short vocational education:

- **Step 1.** Send your complaint to info@afribiotechleansixsigmarotterdam.com with your name, programme and a description of the issue. We acknowledge it within 5 business days.
- **Step 2.** We investigate and give you a reasoned written response within 4 weeks of receipt. If we need more time, we will tell you why and give a new date (no more than 4 further weeks).
- **Step 3.** If you are not satisfied, you may refer the complaint to the independent complaints officer named in our complaints regulation (available on request), whose decision on training-related complaints is binding on us.
- Complaints are handled confidentially and records are kept for at least one year.
- Consumers in the EU may also contact their national consumer authority (in the Netherlands, ACM ConsuWijzer). Consumers in Nigeria may contact the Federal Competition and Consumer Protection Commission (FCCPC).

22. Governing law and disputes

- **Contracts with Afribiotech or Afribiotech Lean Six Sigma Rotterdam** are governed by Dutch law. The courts of Rotterdam (Rechtbank Rotterdam) have jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- **Contracts with AfriBioTech Limited** are governed by the laws of the Federal Republic of Nigeria and the courts of Lagos State have jurisdiction. Business disputes may, by agreement, be referred to arbitration in Lagos under the Arbitration and Mediation Act 2023.
- **Consumers** keep the protection of the mandatory consumer laws of the country where they habitually reside (Article 6 of the Rome I Regulation) and may bring proceedings in the courts of that country (Brussels I bis Regulation).
- We will always try first to resolve any dispute amicably through the complaints procedure in section 21.

23. General

- **Changes.** We may update these Terms to reflect changes in our Services or the law. Changes take effect from the date of publication but do not affect contracts already concluded, unless the change is required by law. We will notify enrolled learners of material changes by email.
- **Language.** These Terms are drawn up in English. If we provide a translation, the English version prevails, except where mandatory law requires otherwise.
- **Severability.** If any provision is held invalid, the rest of the Terms remains in force and the invalid provision is replaced by a valid one that comes closest to its purpose.
- **Entire agreement.** These Terms, your enrolment confirmation and any applicable proposal form the entire agreement between us regarding the Service.
- **Assignment.** We may transfer our rights and obligations to an affiliated entity that continues the Services, with notice to you. You may not transfer your enrolment except by substitution under section 9.
- **Notices.** We send notices to the email address in your registration. You send notices to info@afribiotechleansixsigmarotterdam.com.

24. Contact us

Channel	Details
Email	info@afribiotechleansixsigmarotterdam.com
Phone / WhatsApp (Nigeria)	+234 903 487 0709
Phone (Netherlands)	+31 6 2163 6515
Rotterdam	Afribiotech / Afribiotech Lean Six Sigma Rotterdam, Dordtselaan 238D, 3073 GV Rotterdam, the Netherlands
Lagos	AfriBioTech Limited, 17 Babs Ogunwole Street, Ifako-Ijaiye, Lagos 101232, Nigeria
Office hours	Monday to Friday, 09:00 to 18:00

Schedule: Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract under section 8.)

To: Afribiotech (Afribiotech Lean Six Sigma Rotterdam), Dordtselaan 238D, 3073 GV Rotterdam, the Netherlands, info@afribiotechleansixsigmarotterdam.com

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service: _____

Ordered on (*) / received on (*): _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper): _____

Date: _____

(*) Delete as appropriate.