

Home → Legal → Terms and Conditions of Sale

Terms and Conditions of Sale

Applicable to purchases of self-paced PECB-accredited training courses via nexgenio.com/self/. Prepared as a working draft based on EU Consumer Rights Directive 2011/83/EU and the Malta Electronic Commerce Act (Cap. 426). Intended for lawyer review and refinement before publication.

Download as PDF (v0.1 draft)

1. Identity of the Seller

NexGenio LTD

36 St Dminika Street, Victoria (Gozo) VCT9030, Malta

Company registration number: C 88842

VAT number: MT25941925

Email: toby@nexgenio.com

Phone: +356 2778 0376

2. Scope

These Terms and Conditions of Sale (“Terms”) govern the purchase of self-paced PECB-accredited training courses, in Self-Study or eLearning format, offered by NexGenio LTD (“we”, “us”) via nexgenio.com/self/ (the “Site”) to consumers and business customers (“you”, the “Customer”) within the European Union and elsewhere.

3. Course Description

Each course listing on the Site describes: the certification covered (e.g. NIS2 Directive Lead Implementer, DORA Lead Manager, ISO/IEC 27001 Lead Implementer, and others), the format (Self-Study or eLearning), the issuing body (PECB), and the price. eLearning includes video instruction in addition to the written materials included in Self-Study; both formats include the official PECB examination voucher and certification eligibility upon passing.

DRAFT FLAG

Confirm exact course access mechanics with Director before finalizing — specifically whether access is provisioned automatically and immediately, or requires manual processing via the PECB partner dashboard. This affects Section 6 below and must be accurate.

4. Price and Payment

All prices displayed on the Site are shown exclusive of VAT. VAT is calculated at checkout based on the Customer's location and, for business customers, whether a valid EU VAT identification number is provided.

- **Business customers (B2B)** providing a valid EU VAT number: the reverse-charge mechanism applies under Article 44/196 of Council Directive 2006/112/EC. No VAT is charged by NexGenio; the Customer is responsible for accounting for VAT in their own jurisdiction.
- **Consumers and business customers without a valid VAT number (B2C):** VAT is charged at the applicable rate for Malta, or the Customer's own EU member state where required by the EU VAT e-commerce rules for electronically supplied services.

Payment is processed via Stripe, a third-party payment processor. NexGenio does not store full payment card details.

5. Order Process

By completing checkout and clicking the payment confirmation button, the Customer places an order that carries an obligation to pay. NexGenio will make clear, directly before the Customer completes payment, the course selected, the total price including applicable VAT, and confirmation that placing the order involves a binding obligation to pay.

6. Delivery and Access

Following successful payment, we will process your course access via the official PECB platform (myPECB). This involves a manual verification and provisioning step on our part before access is granted. We aim to complete this within 2 business days of payment. The Customer will receive instructions for accessing their course by email once access has been provisioned.

DRAFT FLAG

Confirm the actual target turnaround time with Director (draft uses 2 business days as a placeholder) — this is a real service commitment once published, so it should reflect what can realistically be sustained, not an optimistic guess.

7. Right of Withdrawal

Consumers within the EU ordinarily have a right to withdraw from a distance contract within 14 days of the contract being concluded, without giving any reason, in accordance with Directive 2011/83/EU.

Exception for digital content: because the courses purchased on this Site are digital content not supplied on a tangible medium, and access is provided promptly upon payment, the right of withdrawal is lost once the Customer has given express consent to immediate performance and has acknowledged that they thereby lose their right of withdrawal. This consent and acknowledgment will be captured via an explicit checkbox at checkout, separate from and in addition to acceptance of these Terms.

DRAFT FLAG

CONFIRMED 13 Aug 2026: this checkbox does NOT yet exist on the current Stripe Payment Links — tracked separately as a checkout build item. Since fulfillment is manual (see Section 6) with a real gap between payment and access, the withdrawal-right waiver framing above may need revision — the exception applies once performance/access has BEGUN, not merely upon payment, so the waiver language should be reviewed against the actual manual-fulfillment timeline with a lawyer.

8. Cancellation and Refunds

PLACEHOLDER — refund policy beyond the statutory withdrawal-right exception above to be defined by Director/lawyer — e.g. discretionary refund policy for exceptional circumstances, or strictly none once access is granted.

9. Intellectual Property

Course materials are the intellectual property of PECB. NexGenio is an authorized PECB reseller and training partner. The Customer receives a license to use the materials for personal study and certification purposes only, and may not copy, redistribute, or resell them, in accordance with PECB's own licensing terms.

10. Liability

PLACEHOLDER — liability limitation clause to be drafted with lawyer input, consistent with NexGenio's existing professional indemnity insurance (exali policy EX.MDP.207161) and Maltese consumer protection law, which does not permit exclusion of liability for death, personal injury, or fraud.

11. Complaints

Complaints regarding a purchase may be directed to toby@nexgenio.com. Consumers in the EU also have the right to use the European Commission's [Online Dispute](#)

Resolution platform, and in Malta, to contact the Malta Competition and Consumer Affairs Authority (MCCAA) or the European Consumer Centre Malta.

12. Governing Law

These Terms are governed by the laws of Malta. This is separate from and does not affect the terms of NexGenio's own Reseller Agreement with PECB, which is governed by the laws of Singapore and does not create any direct contractual relationship between the Customer and PECB.

13. Contact

NexGenio LTD

36 St Dminika Street, Victoria (Gozo) VCT9030, Malta

Email: toby@nexgenio.com

Phone: +356 2778 0376

TRAINING

COMPANY

LEGAL