

# AFRIEURO GATEWAY PROGRAMS

## Terms and Conditions of Use

*EU-Compliant Master Agreement*  
Amsterdam, Netherlands

<b>Effective Date</b> _April 26 2026_	<b>Last Updated</b> _____ May 04 2026 _____
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*Governing Law: Kingdom of the Netherlands & European Union Law*

## 1. PREAMBLE AND LEGAL FOUNDATION

These Terms and Conditions ("Terms" or "Agreement") constitute a legally binding contract between AfriEuro Gateway Programs and any individual or entity accessing or using its digital platform and associated services. By accessing or using this Platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms in their entirety.

These Terms have been drafted in full compliance with applicable Dutch, EU, and international legal frameworks, including but not limited to:

- Dutch Civil Code (Burgerlijk Wetboek) — governing contractual obligations and consumer rights in the Netherlands
- EU General Data Protection Regulation (GDPR) (Regulation 2016/679) — governing the lawful processing of personal data
- EU Consumer Rights Directive (2011/83/EU) — protecting the rights of consumers in digital and distance contracts
- EU Digital Services Act (DSA) (Regulation 2022/2065) — governing platform accountability and transparency obligations
- ILO Conventions on Fair Recruitment — prohibiting exploitative recruitment practices
- Applicable immigration, labour, and anti-trafficking legislation of the Netherlands and the European Union

These Terms apply to all users globally, with heightened protections for EU-based users pursuant to mandatory consumer law provisions. Where any provision of these Terms conflicts with applicable mandatory law, such mandatory law shall prevail to the extent of the conflict.

## 2. PARTIES TO THIS AGREEMENT

### 2.1 Service Provider

AfriEuro Gateway Programs, a mobility facilitation and information service provider established under Dutch law and operating from Amsterdam, the Netherlands ("AfriEuro Gateway", "we", "our", or "us").

### 2.2 User / Candidate

Any natural person or legal entity accessing, browsing, registering on, or otherwise using the Platform ("User", "Candidate", or "you"). The term "Candidate" specifically refers to individuals seeking mobility, employment, au pair, or educational opportunities through this Platform.

## 3. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

Defined Term	Meaning
<b>Platform</b>	The AfriEuro Gateway website, mobile application, and all associated digital systems and tools.
<b>Services</b>	All offerings available through the Platform, including but not limited to training programmes, candidate screening, advisory services, matching facilitation, and informational resources.

<b>Candidate</b>	Any individual who applies for or seeks mobility opportunities through the Platform, including job seekers, au pair applicants, and students.
<b>Partner Agency</b>	Licensed and independently operating third-party entities — including employment agencies, au pair placement agencies, and educational institutions — with whom AfriEuro Gateway collaborates.
<b>Placement</b>	A formal engagement between a Candidate and a Partner Agency or host employer facilitated through the Platform.
<b>Content</b>	All text, images, videos, documents, training materials, data, and other information published or made available on the Platform.
<b>Personal Data</b>	Any information relating to an identified or identifiable natural person, as defined under GDPR Article 4(1).
<b>Processing</b>	Any operation performed on Personal Data, including collection, recording, storage, adaptation, retrieval, use, or disclosure, as defined under GDPR.
<b>Force Majeure Event</b>	Any event beyond the reasonable control of a party, including acts of God, government action, pandemic, war, sanctions, or cyber-attack.

## 4. ELIGIBILITY AND ACCESS CONDITIONS

### 4.1 Eligibility Requirements

You may access and use the Platform only if you satisfy ALL of the following conditions at the time of access and on a continuing basis:

1. You are at least eighteen (18) years of age or the age of majority in your jurisdiction, whichever is higher;
2. You possess full legal capacity to enter into binding agreements under the laws of your jurisdiction;
3. You are not subject to any legal prohibition, court order, or regulatory restriction that would prevent your use of the Platform;
4. You have not previously been suspended or permanently banned from the Platform for violations of these Terms;
5. You are accessing the Platform for lawful purposes only and in good faith.

### 4.2 Verification Rights

AfriEuro Gateway reserves the right, at its sole discretion, to verify your eligibility at any time and by any lawful means. We may request supporting documentation, conduct identity checks, or utilise third-party verification services. Failure to cooperate with reasonable verification requests constitutes a material breach of these Terms.

### 4.3 Denial or Revocation of Access

We reserve the right to deny, restrict, suspend, or permanently revoke your access to the Platform at any time, with or without notice, for any reason that we reasonably believe constitutes a violation of these Terms, applicable law, or our ethical standards.

## 5. NATURE OF SERVICES AND LEGAL STATUS

## 5.1 What AfriEuro Gateway Is

AfriEuro Gateway operates exclusively as a mobility facilitation platform and information intermediary. Specifically, we provide:

- Preparation and pre-departure training programmes for candidates seeking international opportunities;
- Candidate profile creation, screening, and readiness assessment services;
- Facilitation of introductions between qualified candidates and licensed Partner Agencies;
- General informational resources on international mobility, au pair programmes, and labour migration;
- Advisory support in navigating documentation and application processes.

## 5.2 What AfriEuro Gateway Is Not

For the avoidance of all doubt, AfriEuro Gateway is NOT any of the following, and no use of the Platform shall be construed to create any such relationship:

AfriEuro Gateway is NOT:	Legal Significance:
<b>An Employer</b>	No employment relationship of any kind is created between AfriEuro Gateway and any Candidate.
<b>A Recruitment Agency charging placement fees</b>	We do not charge Candidates for job or au pair placements. Any such charge would be unlawful.
<b>A Visa Sponsor</b>	We have no authority to sponsor, guarantee, or influence visa applications. Visa decisions rest exclusively with government authorities.
<b>A Migration or Legal Authority</b>	We are not a government body and cannot confer immigration rights or legal status.
<b>A Party to Host/Employment Contracts</b>	We are not a party to any employment, hosting, or service contract concluded between a Candidate and a Partner Agency.

## 6. ACCOUNT REGISTRATION AND SECURITY

### 6.1 Registration Obligations

To access certain features of the Platform, you may be required to register and create a user account. By registering, you represent and warrant that:

- All information you provide during registration is truthful, accurate, current, and complete;
- You will promptly update your account information to maintain its accuracy;
- You are not impersonating any person or entity or misrepresenting your affiliation with any person or entity.

### 6.2 Account Security

You are solely responsible for:

- Maintaining the confidentiality of your login credentials, including your username and password;

- All activities that occur under your account, whether or not authorised by you;
- Immediately notifying AfriEuro Gateway of any unauthorised use of your account or any security breach.

AfriEuro Gateway shall not be liable for any loss or damage arising from your failure to comply with these account security obligations.

### 6.3 Account Suspension and Termination

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We reserve the right to suspend or permanently terminate your account at any time if we have reasonable grounds to believe that your account has been compromised, is being used fraudulently, or that you are in violation of these Terms.

## 7. USER OBLIGATIONS AND REPRESENTATIONS

### 7.1 Representations and Warranties

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By using the Platform, you represent, warrant, and covenant, on a continuing basis, that:

6. All information, documentation, and materials you submit are true, accurate, current, and not misleading in any material respect;
7. All identity documents, qualifications, references, and supporting materials you provide are genuine, unaltered, and lawfully obtained;
8. You hold all necessary rights, licences, and consents to submit any content you upload to the Platform;
9. Your use of the Platform complies at all times with applicable laws and regulations in your jurisdiction and in any country relevant to your application;
10. You do not have any criminal conviction, pending charge, or legal prohibition that you have failed to disclose where lawfully required to do so.

### 7.2 Prohibited Conduct

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You agree that you will NOT engage in any of the following, whether directly or indirectly:

- Submitting fraudulent, forged, altered, or misrepresented identity or qualification documents;
- Impersonating any other person, candidate, or representative;
- Using the Platform for any unlawful purpose, including fraud, money laundering, human trafficking, or illegal migration facilitation;
- Attempting to gain unauthorised access to any part of the Platform, server, database, or associated systems;
- Interfering with or disrupting the integrity, performance, or security of the Platform;
- Scraping, crawling, harvesting, or otherwise extracting data from the Platform without express written consent;
- Posting, uploading, or transmitting any virus, malware, ransomware, or other harmful code;
- Using the Platform to harass, intimidate, or harm any other user, employee, or partner of AfriEuro Gateway;
- Engaging in any conduct that could damage the reputation of AfriEuro Gateway, its partners, or users.

## 8. ZERO RECRUITMENT FEE POLICY

**POLICY**

AfriEuro Gateway maintains a strict zero-fee recruitment policy. No Candidate shall ever be charged a fee for job placement, au pair placement, or any other form of employment facilitation. Any such charge by or on behalf of AfriEuro Gateway would be null and void and is expressly prohibited.

## 8.1 Scope of Zero-Fee Commitment

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The zero recruitment fee policy means that:

- AfriEuro Gateway will never charge Candidates a fee for matching them with a Partner Agency;
- AfriEuro Gateway will never charge Candidates for being included in our candidate pool or database;
- AfriEuro Gateway will never require payment as a condition of receiving a job offer, au pair placement, or educational programme referral.

## 8.2 Candidate-Borne Costs

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This policy does not preclude Candidates from incurring costs that are inherent to the migration process and are outside the control of AfriEuro Gateway. Such costs may include, without limitation:

- Government-imposed visa and immigration application fees;
- Costs of obtaining certified translations, apostilles, or notarisation of documents;
- Travel, accommodation, and relocation expenses;
- Medical examination and insurance costs required by visa authorities or host organisations;
- Training programme fees, where applicable and separately disclosed;
- Police clearance certificate fees and similar administrative costs.

All such costs are the sole responsibility of the Candidate and are not imposed by or for the benefit of AfriEuro Gateway.

## 8.3 Reporting Suspected Violations

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Any Candidate who believes they have been charged a recruitment fee by or on behalf of AfriEuro Gateway, or who suspects a violation of this policy, is strongly encouraged to report this immediately to our compliance team at the contact details set out in Section 28. We take all such reports seriously and will investigate promptly.

## 9. PAYMENT TERMS AND METHODS

### 9.1 Current Service Pricing

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AfriEuro Gateway currently offers its core facilitation and matching services at no charge to Candidates. Certain supplementary services — including optional training programmes, premium advisory sessions, or document preparation support — may be subject to fees, which will be clearly disclosed in advance and require explicit consent before any payment is processed.

### 9.2 Accepted Payment Methods

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Where payments are required, AfriEuro Gateway accepts the following payment methods:

- Bank transfer (SEPA and international wire transfer);

- Debit card and credit card payments via regulated processors;
- Payments via regulated and licensed processors such as Stripe or PayPal;
- Mobile money services, where available and lawfully operable in your jurisdiction.

### 9.3 Payment Transparency and Documentation

All payments processed through the Platform must be:

- Made in a currency and via a method expressly specified by AfriEuro Gateway;
- Accompanied by a transparent and itemised receipt or invoice;
- Refundable where required by applicable consumer protection law, including the EU Consumer Rights Directive.

### 9.4 Future Service Modifications

AfriEuro Gateway reserves the right to introduce new paid services or modify pricing structures for existing paid services. Any such changes will be communicated to registered users with at least thirty (30) days' advance notice where required by applicable law, and will not retroactively affect services already paid for.

## 10. MODIFICATION AND DISCONTINUATION OF SERVICES

AfriEuro Gateway is a dynamic platform and we continually seek to improve and adapt our services. We reserve the right to:

- Add, modify, suspend, or permanently discontinue any feature, service, or component of the Platform at any time;
- Change the eligibility requirements for any programme or service;
- Update, remove, or supplement Programme offerings, training materials, or partner lists;
- Merge, rebrand, or transfer the Platform to an affiliated entity.

Where any modification materially and adversely affects a service you have already paid for, we will provide reasonable advance notice and, where required by law, an option to receive a proportionate refund. Where services are provided at no charge, modifications may occur without prior notice.

## 11. NO GUARANTEE OF OUTCOMES

### NOTICE

AfriEuro Gateway is a facilitator, not a guarantor. We expressly disclaim any guarantee, promise, or representation — whether express or implied — that use of the Platform will result in any particular outcome. All outcomes depend on independent third parties and factors beyond our control.

Specifically, AfriEuro Gateway does not guarantee:

- That any Candidate will receive a job offer, au pair placement, or educational programme acceptance;
- That any visa or immigration application will be approved;
- That any Placement will be offered within any specific timeframe;
- That conditions of employment, hosting, or study will meet any particular standard (beyond what is set by the Partner Agency and applicable law);
- That information provided on the Platform is free from error or is always current.

Candidates are advised to conduct independent due diligence and seek professional legal or immigration advice where appropriate. Reliance solely on information provided by AfriEuro Gateway, without independent verification, is at the Candidate's own risk.

## 12. THIRD-PARTY AGENCIES AND PARTNER RELATIONSHIPS

### 12.1 Independence of Partner Agencies

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Partner Agencies featured on the Platform are independent legal entities operating under their own licences, authorisations, and internal policies. AfriEuro Gateway does not exercise control over, and expressly disclaims responsibility for:

- The conduct, decisions, or representations of Partner Agencies;
- The terms and conditions of any employment, hosting, or study contract entered into between a Candidate and a Partner Agency;
- Any failure by a Partner Agency to perform its contractual obligations;
- Any discriminatory, abusive, exploitative, or unlawful conduct by a Partner Agency.

### 12.2 Due Diligence and Screening

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While AfriEuro Gateway endeavours to engage only with reputable and licensed Partner Agencies, and applies reasonable due diligence in this process, we cannot guarantee the conduct or solvency of any Partner Agency. We encourage Candidates to independently verify the credentials and reputation of any agency before concluding a contract.

### 12.3 Reporting Partner Misconduct

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Candidates are encouraged to report any suspected misconduct, exploitation, or contractual breach by a Partner Agency to AfriEuro Gateway. We will investigate such reports in good faith and, where warranted, terminate our relationship with the relevant partner.

## 13. VISA AND IMMIGRATION DISCLAIMER

Visa and immigration decisions are made exclusively by the relevant embassy, consulate, or immigration authority of the host country. AfriEuro Gateway:

- Has no authority to grant, influence, or guarantee any visa or immigration outcome;
- Provides general informational support only — this does not constitute legal or immigration advice;
- Is not responsible for any delays, refusals, revocations, or complications arising from any visa or immigration application;
- Strongly recommends that Candidates consult a licensed immigration lawyer or authorised adviser before submitting any application.

Immigration law is complex and jurisdiction-specific. Regulatory requirements, quotas, and procedures may change without notice. AfriEuro Gateway disclaims all liability for any loss arising from a Candidate's reliance on immigration information provided through the Platform.

## 14. INTELLECTUAL PROPERTY RIGHTS

### 14.1 Ownership

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All intellectual property rights in and to the Platform, including but not limited to the website design, source code, software, databases, training content, videos, audio recordings, course materials, branding, logos, and trade marks, are exclusively owned by or validly licensed to AfriEuro Gateway Programs. Nothing in these Terms transfers any intellectual property rights to you.

## 14.2 Permitted Use

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You are granted a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform solely for your personal, non-commercial use in connection with seeking mobility opportunities. You may not:

- Copy, reproduce, republish, upload, post, transmit, or distribute any Content without prior written consent;
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any part of the Platform;
- Use any Content for commercial purposes without express written authorisation;
- Remove, obscure, or alter any copyright, trade mark, or proprietary notices.

## 14.3 User-Generated Content

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You retain ownership of any original content you submit to the Platform. However, by submitting such content, you grant AfriEuro Gateway a worldwide, royalty-free, non-exclusive licence to use, process, store, and share such content for the purposes of delivering the Services, subject to our Privacy Policy and GDPR obligations.

# 15. WARRANTIES AND DISCLAIMERS

## 15.1 Limited Warranties

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AfriEuro Gateway warrants to you that:

- We will deliver the Services in good faith and with reasonable professional care;
- We will process your Personal Data in accordance with applicable data protection law;
- We will not knowingly provide you with information we believe to be false or misleading;
- We will apply reasonable technical and organisational security measures to protect the Platform.

## 15.2 Disclaimer of All Other Warranties

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EXCEPT AS EXPRESSLY SET OUT IN SECTION 15.1 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND. AFRIEURO GATEWAY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION:

- Any implied warranty of merchantability, fitness for a particular purpose, or non-infringement;
- Any warranty that the Platform will be uninterrupted, error-free, virus-free, or secure;
- Any warranty that information on the Platform is complete, accurate, or up-to-date;
- Any warranty as to the outcome of any application, visa process, or Placement.

Some jurisdictions, including EU member states under applicable consumer law, do not permit the exclusion of certain implied warranties. To the extent such exclusion is prohibited, the relevant warranty is limited to the minimum extent permitted by law.

# 16. LIMITATION OF LIABILITY

## 16.1 Exclusion of Consequential Damages

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AFRIEURO GATEWAY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY:

- Indirect, incidental, special, punitive, or consequential damages;
- Loss of income, revenue, profits, business, or opportunity;
- Loss of data, goodwill, reputation, or anticipated savings;
- Costs of alternative accommodation, travel, or relocation;
- Visa refusal, immigration delay, or deportation costs;
- Damages arising from the conduct of Partner Agencies or host organisations;
- Loss arising from Force Majeure Events.

## 16.2 Cap on Total Liability

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To the extent that AfriEuro Gateway bears any liability to you under or in connection with these Terms, our total aggregate liability shall not exceed the total amount of fees, if any, paid directly by you to AfriEuro Gateway in the twelve (12) months preceding the event giving rise to the claim. Where no fees have been paid, our total liability shall not exceed EUR 100.

## 16.3 EU Consumer Rights

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Nothing in this Section 16 limits or excludes AfriEuro Gateway's liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded under applicable mandatory consumer law in your jurisdiction. EU consumers retain all rights afforded to them under applicable consumer protection legislation that cannot be waived by contract.

# 17. SUSPENSION AND TERMINATION OF ACCOUNTS

## 17.1 Grounds for Suspension or Termination

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AfriEuro Gateway may, at its sole reasonable discretion, suspend or permanently terminate your account and/or access to the Platform immediately and without prior notice if:

- You have materially breached any provision of these Terms;
- We have reasonable grounds to suspect fraudulent, deceptive, or criminal activity;
- You have provided false, misleading, or forged documentation;
- You have harassed, threatened, or harmed any user, partner, or staff member;
- Continued provision of access poses a legal, reputational, or security risk to AfriEuro Gateway or others;
- We are required to do so by applicable law, court order, or regulatory authority.

## 17.2 Consequences of Termination

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Upon termination of your account: your access to the Platform and all associated services will cease immediately; AfriEuro Gateway may retain records of your account activity as required by law or for legitimate business purposes; and you remain bound by any obligations under these Terms that are expressed to survive termination, including Sections 14, 16, 20, 21, and 23.

## 17.3 Voluntary Termination

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You may close your account at any time by submitting a written request to AfriEuro Gateway. Your Personal Data will be handled in accordance with our Privacy Policy following account closure.

## 18. DATA PROTECTION AND GDPR COMPLIANCE

### 18.1 Data Controller

AfriEuro Gateway Programs acts as the Data Controller in respect of Personal Data collected through the Platform, as defined in GDPR Article 4(7). Our processing activities are conducted in accordance with GDPR and applicable Dutch data protection law.

### 18.2 Categories of Personal Data Collected

We may collect and process the following categories of Personal Data:

Personal Data Category A	Personal Data Category B
Full name and date of birth	Language proficiency test results
Nationality and passport/ID details	Health declarations (where required)
Contact information (email, phone, address)	Criminal background check results (where lawfully required)
Educational qualifications and certifications	Device identifiers, IP addresses, and usage data
Employment history and references	Communication records with AfriEuro Gateway
Photographs and video introductions	Financial data (for paid services only)

### 18.3 Legal Bases for Processing

We process your Personal Data on the following lawful bases:

- Performance of a contract — to provide Services you have requested;
- Legitimate interests — to improve our services, prevent fraud, and ensure platform security;
- Consent — for marketing communications and optional data sharing with partners;
- Legal obligation — to comply with applicable laws and regulatory requirements.

### 18.4 Data Sharing

We may share your Personal Data with:

- Partner Agencies, for the purposes of facilitating your application or Placement;
- Government authorities, where required by applicable law or legal process;
- Technical service providers, strictly for operational and platform support purposes under appropriate data processing agreements.

We do not sell your Personal Data to third parties.

### 18.5 Your Data Rights

Under GDPR, you have the following rights, exercisable by contacting our Data Protection Officer:

- Right of Access (Article 15) — to obtain a copy of your Personal Data;

- Right to Rectification (Article 16) — to correct inaccurate data;
- Right to Erasure (Article 17) — to request deletion in certain circumstances;
- Right to Restriction of Processing (Article 18);
- Right to Data Portability (Article 20);
- Right to Object (Article 21) — to object to processing based on legitimate interests;
- Right to Withdraw Consent — where processing is based on consent, without affecting the lawfulness of prior processing.

You also have the right to lodge a complaint with the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) or the supervisory authority in your country of residence.

## 19. FORCE MAJEURE

AfriEuro Gateway shall not be in breach of these Terms, nor liable for any failure or delay in the performance of our obligations, to the extent that such failure or delay results from a Force Majeure Event. Force Majeure Events include, without limitation:

- Acts of God, including earthquake, flood, hurricane, fire, or pandemic;
- Acts of war, armed conflict, civil unrest, terrorism, or sanctions;
- Government legislation, regulation, or executive orders that restrict our ability to operate;
- National or international internet outages, cyberattacks, or infrastructure failure;
- Strikes or industrial action affecting third-party suppliers.

Where a Force Majeure Event occurs, we will use reasonable endeavours to notify you promptly and to resume normal operations as soon as practicable. If the Force Majeure Event persists for more than ninety (90) days, either party may terminate any paid services, and you will receive a pro-rata refund of any prepaid amounts.

## 20. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless AfriEuro Gateway Programs and its officers, directors, employees, agents, and partners from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

11. Your use or misuse of the Platform in violation of these Terms;
12. Any information, document, or content you have submitted that is false, misleading, or infringes any third-party right;
13. Any breach of your representations, warranties, or obligations under these Terms;
14. Any claim by a third party arising from your conduct in connection with the Platform or any Placement.

AfriEuro Gateway reserves the right to assume exclusive control of the defence of any matter subject to indemnification, at your expense. You agree not to settle any such claim without our prior written consent.

## 21. ETHICAL AND COMPLIANCE FRAMEWORK

### 21.1 Our Ethical Commitments

AfriEuro Gateway is committed to the highest standards of ethical conduct in international mobility facilitation. We adhere to the following principles:

- Fair Recruitment: Zero tolerance for any recruitment practice that shifts costs or risks unfairly to Candidates;

- **Anti-Exploitation:** We actively screen against indicators of forced labour, debt bondage, and human trafficking;
- **Transparency:** All fees, terms, partner relationships, and conflicts of interest are disclosed;
- **Non-Discrimination:** We do not discriminate on the basis of race, nationality, gender, religion, disability, or any other protected characteristic;
- **Dignity and Respect:** All Candidates are treated with courtesy, fairness, and respect throughout the process.

## 21.2 User Ethical Obligations

As a condition of using the Platform, you agree to uphold these ethical standards in your interactions with AfriEuro Gateway, Partner Agencies, host families, and other Candidates. You may not use the Platform to facilitate, encourage, or engage in any exploitative, discriminatory, or unlawful conduct.

## 22. NON-CIRCUMVENTION AND EXCLUSIVITY

You agree that during your use of the Platform and for a period of twelve (12) months after the termination of your account, you will not directly or indirectly contact, solicit, or engage any Partner Agency, host employer, or other contact introduced to you through the Platform, without the prior written consent of AfriEuro Gateway.

Any breach of this non-circumvention obligation will constitute a material breach of these Terms and may entitle AfriEuro Gateway to seek injunctive relief and/or claim damages representing the value of the opportunity so circumvented.

This clause shall not apply where the relevant contact was already known to you prior to your use of the Platform, as evidenced by written documentation.

## 23. GOVERNING LAW AND JURISDICTION

These Terms and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes) shall be governed by, and construed in accordance with, the laws of the Kingdom of the Netherlands, without regard to its conflict of law principles.

This choice of governing law does not deprive EU consumers of the protection afforded to them by mandatory provisions of the law of their country of habitual residence that cannot be derogated from by contract under applicable EU consumer law, including Regulation (EC) 593/2008 (Rome I).

The courts of Amsterdam, the Netherlands, shall have non-exclusive jurisdiction to settle any dispute, except where a consumer is entitled to bring proceedings in their country of residence under applicable mandatory law.

## 24. DISPUTE RESOLUTION

### 24.1 Escalation Process

In the event of any dispute arising out of or in connection with these Terms or the Services, the parties agree to attempt resolution through the following escalation process:

Step	Mechanism	Description
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<b>1</b>	<b>Direct Negotiation</b>	The parties shall first attempt to resolve the dispute informally through good faith negotiation within thirty (30) days of either party giving written notice of the dispute.
<b>2</b>	<b>Mediation</b>	If negotiation fails, either party may refer the dispute to non-binding mediation with a mutually agreed accredited mediator under the Netherlands Mediation Institute (NMI) rules.
<b>3</b>	<b>Arbitration</b>	If mediation fails, disputes may be referred to binding arbitration under the rules of the Netherlands Arbitration Institute (NAI), with the seat of arbitration in Amsterdam.
<b>4</b>	<b>Litigation</b>	Either party may bring proceedings before the competent courts of Amsterdam, the Netherlands, as a last resort, subject to applicable consumer law rights.

## 24.2 EU Online Dispute Resolution

If you are an EU consumer, you may also submit a complaint to the European Online Dispute Resolution (ODR) platform at: <https://ec.europa.eu/consumers/odr>. Our email address for ODR purposes is as stated in Section 28.

## 25. UPDATES TO THESE TERMS

AfriEuro Gateway reserves the right to amend, revise, or replace these Terms at any time. Where changes are material, we will:

- Publish the revised Terms on the Platform with an updated "Last Updated" date;
- Notify registered users by email or in-platform notification at least fourteen (14) days before the revised Terms take effect (thirty (30) days for material changes affecting paid services);
- Provide you with a meaningful opportunity to review and, where applicable, to reject the changes by ceasing your use of the Platform.

Your continued use of the Platform after the effective date of any changes constitutes your acceptance of the revised Terms. If you do not agree with the revised Terms, you must stop using the Platform and may close your account.

## 26. GENERAL PROVISIONS

### 26.1 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be deemed modified to the minimum extent necessary to make it enforceable, or severed from these Terms if modification is not possible. The remaining provisions shall continue in full force and effect.

### 26.2 Waiver

No failure or delay by AfriEuro Gateway in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy. A waiver of any breach shall not be deemed a waiver of any subsequent breach.

### 26.3 Entire Agreement

These Terms, together with our Privacy Policy and any supplemental agreements or programme-specific terms expressly incorporated herein, constitute the entire agreement between you and AfriEuro Gateway with respect to the Platform and Services, and supersede all prior agreements, representations, and understandings.

## 26.4 Assignment

AfriEuro Gateway may assign or transfer its rights and obligations under these Terms to an affiliated entity, successor, or acquirer without your consent, provided that such assignment does not materially prejudice your rights. You may not assign your rights or obligations under these Terms without AfriEuro Gateway's prior written consent.

## 26.5 Notices

All legal notices to AfriEuro Gateway must be sent in writing to the contact details in Section 28. We may provide notices to you via the email address registered to your account or via in-platform notification.

## 26.6 Language

These Terms have been drafted in the English language. Translations may be provided for convenience only. In the event of any inconsistency between the English version and any translation, the English version shall prevail, except where mandatory local law requires otherwise.

## 27. CONTACT INFORMATION

### AfriEuro Gateway Programs

Registered Office: Amsterdam, Netherlands

General Enquiries: \_\_\_\_\_

Compliance & Ethics: \_\_\_\_\_

Data Protection Officer (DPO): \_\_\_\_\_

Website: [www.afrieurogateway.com](http://www.afrieurogateway.com)

Our compliance and data protection teams are available Monday through Friday during standard Central European Time (CET) business hours. We aim to acknowledge all enquiries within two (2) business days.

## FINAL LEGAL DECLARATION AND ACCEPTANCE

### ACKNOWLEDGEMENT

By accessing, registering on, or using the AfriEuro Gateway Platform or Services in any manner, you confirm, represent, and warrant that: (1) you have read and fully understood these Terms and Conditions; (2) you have had a sufficient opportunity to seek independent legal advice; (3) you accept these Terms and agree to be legally bound by them in their entirety; and (4) you will comply with all applicable laws in connection with your use of the Platform.

For the avoidance of doubt, these Terms are effective as of the date first stated above and remain in force until terminated in accordance with their provisions.

\_\_\_\_\_  
Authorised Signatory — AfriEuro Gateway Programs

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
User / Candidate Acknowledgement

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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### — END OF TERMS AND CONDITIONS —

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