



General Terms & Conditions EURObizz Academy BV

EURObizz Academy: brand of and also being the legal person EURObizz Academy BV, with its registered office in The Hague, The Netherlands and registered with the Dutch Chamber of Commerce under number 66381584.

Client: every customer (third party), company, school, training institute, foundation or independent trainer or professional who makes use in any form of services and / or products of EURObizz Academy, such as our e-learning platform, our entrepreneurship program 'Entrepreneurship At School' for Secondary Education and (Secondary) vocational education and training, teaching materials or any other related and / or related service or product, as a customer (3rd party) of EURObizz Academy BV

User: every end-user who uses a service offered, (digital) products or (educational) content on one of our websites, such as our e-learning platform or material in printed form such as a practice book, with the aim of participating in a training / training / education in the broadest sense of the word; as an individual (natural) person in the role of private person, student / student or employee; as a legal entity in the role of legal entity being a school, institution, company or public organization;

1. These 'General Conditions EURObizz Academy' are valid from 20 September 2018 and apply to:

- * any use of the websites, and the use of services offered thereon and/or products: eurobizzacademy.eu, ondernemenopschool.nl, entrepreneurshipatschool.eu, elearning-eurobizz.eu and all others related (sub) domains (regardless of which device they consume such as a (desktop) computer, laptop, tablet, smartphone, smartboard, e-reader or other application);
- * on all (physical) services and / or products that are used by EURObizz Academy delivered, including the use of (external) trainers
- * on all agreements that EURObizz Academy makes for the use of our services.

EURObizz Academy BV

Adres

Mercuriusweg 18
2516 AW Den Haag
The Netherlands

Contact

Tel. +31-85-8000223
www.eurobizzacademy.eu

Details

IBAN: NL81 INGB 0006 9145 65
BIC: INGBNL2A
Ch. Of Com. NL: 63853582

By visiting one of our websites and / or using them and / or ordering and / or using one of our services and / or products, you agree to these 'General Terms and Conditions of the EURObizz Academy'.

EURObizz Academy recommends anyone who intends or actually makes use of our websites, services and / or products, either as a (possible) Customer or as a (possible) (End) User, to advance these 'General Conditions EURObizz Academy' to read. These General Conditions are published online at least on the website www.eurobizzacademy.eu. Furthermore, these 'General Terms and Conditions EURObizz Academy' were filed with the Chamber of Commerce on 20 September 2018.

EURObizz Academy may change these 'General Terms and Conditions EURObizz Academy' from time to time. We advise you to read them regularly and to check for version (number or date).

2. Additional conditions for different services of EURObizz Academy

Additional Terms and Conditions may be of interest for some services / products / categories. These Additional Terms and Conditions form an integral part of these 'General Terms and Conditions of the EURObizz Academy' and are always leading in case they are in conflict with one or more other General Terms and Conditions.

When there are categories, products or services to which Additional Terms and Conditions apply, this will be mentioned separately.

3. Protection of your privacy

Furthermore, we use a privacy protocol for our online planning platform <https://planning.eurobizzacademy.eu>. You can read this privacy protocol on this platform. In this we explain how we handle your personal information and how we protect your privacy at the time of the planning platform.

For all other, non-appointed privacy issues, we comply with and respect the General Data Protection Regulation. More information about this can be found at <https://autoriteitpersoonsgegevens.nl>.

4. Minor users

The services of EURObizz Academy are only accessible to underage users, provided they are permitted by their legal representative or their school representative or the usual custom, that a certain school/institution/ organization purchases a service/program at EURObizz Academy where the minor student/ student is required to participate in the services of EURObizz Academy.

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5. How you cannot use our websites, services and/or products

Ownership of content

The customer or users must understand that the content of our websites, the e-learning platform or (digital or printed) products, whether they serve as information or training or educational material or not, must not be copied, reproduced and / or made public. Information and educational content made by EURObizz Academy is and remains the property of EURObizz Academy. This was for the logo and the name of EURObizz Academy, the name 'Entrepreneurship At School' as the name of the education program of EURObizz Academy. Exceptions to this are only valid if written and explicit permission has been given by EURObizz Academy to a natural or legal person who has requested such an exception / permission.

Destruction

All actions that are aimed at, or of which (potential) customers and / or users might reasonably suspect this, of damaging or unstable our websites, the e-learning platform or (digital or printed) products, are not Allowed. Just like (trying to) unlawfully gain access to the (digital / online) profile or account of another Customer and / or user. Also below is the scribbling or other damage to printed material that is used for education and / or training such as storage folders. This also includes the use of domain names and associated hosting by pupils / students of a participating school / institution / organization.

The costs for replacing or repairing will be charged to the Customer and / or user. In the case of underage users, costs will be recovered from the participating school / institution / organization to which the student / student is affiliated.

Enter personal data

The customer or users are not permitted to place any personal data of customers and / or users in announcements, promotional texts or in training / educational content on our e-learning platform or other EURObizz Academy websites (eg ID numbers, passports). - or driving license numbers or other personal data). Customers and / or users are not permitted to refer to our websites, our e-learning platform or to domain names and hosting made available to students / students, to other (digital) platforms / organizations / companies / locations with a similar or alternative offer when it comes to services and / or products, such as those offered and supplied by EURObizz Academy.

Database rights

On our database with content, database rights of EURObizz Academy apply. This means that, among other things, customers and / or users are not permitted to retrieve and reuse any part of the content posted on www.eurobizzacademy.eu, planning.eurobizzacademy.eu or one of our related websites / platforms. . This includes training / educational content and / or any other part of the contents of the database with content and / or repeated and systematic reuse in the sense of the database laws and regulations.

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Exceptions

The only exception that does not require permission and / or request for exception is when the content is owned and published by the customer and / or user. The Customer and / or User, after receiving permission from EURObizz Academy and possibly having agreed payments, are allowed to publish, publish, modify, add or remove his / her own training / lesson / profile content / digital products; Content that is created and published by the Customer and / or users themselves remains (intellectual) property of the relevant natural or legal person. EURObizz Academy will never be or become the owner of such content.

Explicit written permission required

It is not permitted to copy / use / use / sell (re) sell training / teaching material / profile content / digital products of other Customers and / or Users without their explicit written permission.

Copying / using / (re) selling or otherwise processing training / teaching materials / profile content / digital products or parts thereof, being owned by EURObizz Academy, owned by other Customers and / or users or by third parties without explicit written permission outside our websites / platforms, is seen as theft and infringement of copyright and / or intellectual property. This applies to text, images, audios, videos or any other form of expression. Where necessary, a declaration will be made.

The customer and / or users are not permitted to place in any form racist, discriminating or unnecessarily grievous utterances in the form of text, images, audio, video or any other form on our websites, us e-learning platform, on our social media channels or on domain names and hosting made available to pupils/ students. This also applies to the placement of, the promotion of or (attempts to) selling weapons, drugs, prostitution, pornographic material or hateful material. In case of doubt, EURObizz Academy decides. EURObizz Academy reserves the right to remove such content without prior notice or statement of reasons.

Sanctions

Any violation of the aforementioned rules or any other form of abuse of our e-learning platform, our websites or other services or (digital) products and the consequences thereof, may result in sanctions, such as

giving a final warning or refusing access to our e-learning platform, our websites or other services or (digital) products, including domain names and hosting made available to pupils / students. In those cases no reimbursement of payments will take place; EURObizz Academy can also not be held liable for any loss of income / turnover or any other consequences, such as not achieving training or training results, for the customer and / or users, because of these violations.

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6. Duty of care

EURObizz Academy takes its duty of care for a safe use and a pleasant experience, by Customers and / or Users, with our websites / platforms, e-learning platform, domain names and hosting and other products / services seriously. All websites / platforms of EURObizz Academy are provided with a security certificate (SSL) in order to realize a secure connection.

The trainers deployed by EURObizz Academy in training and educational programs must declare that their behavior in the past is no objection to fulfilling the position of trainer at schools. They must also state that he / she has never been involved in or convicted of a sex crime. In case of doubt about situations, the trainer must report this to the management of EURObizz, so that this potential relevance of matters for the position of trainer can be determined. Disclosure always leads to the immediate cancellation of an agreement with a relevant trainer. In addition, possible consequential damage is recovered from the trainer / contractor. This could include, for example, image damage and loss of revenue for EURObizz.

Notifications

For reporting (alleged) illegal and infringing training / educational content, offensive content, cross-border behavior of our trainers and other problems, send your findings to sales@eurobizz.eu as soon as possible for the attention of the management; In this way we can together ensure that websites remain as clean and safe as possible and that our trainers give students / students / participants a safe and pleasant experience.

7. We do not give any guarantees

EURObizz Academy considers quality to be of paramount importance. Although our sincere efforts are aimed at providing Customers and / or Users with a great experience on our e-learning platform, our websites or other services or (digital) products, we cannot guarantee that our services will meet your expectations. We cannot guarantee that either

e-learning platform, our websites or any other services or (digital) products are continuously functioning flawlessly and / or safe access to our e-learning platform, our websites or any other services or (digital) products or parts thereof can be obtained. All information, (educational) content and numbers on our e-learning platform, our websites or other services or (digital) products, may be subject to possible writing or grammar errors. Where people work and (digital) technology is used it can sometimes go wrong. We do our utmost to keep this to a minimum.

8. Limitation of liability of EURObizz Academy

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We exclude, to the fullest extent permitted by law, all liability for any damage suffered by a Customer or User by:

- a. use of the services / products of EURObizz Academy;
- b. no availability or partial availability of us
e-learning platform, our websites, our trainers or all other services or (digital) products or parts thereof;
- c. incorrect information on our e-learning platform, our websites or other services or (digital) products;
- d. purchase of services / products offered by and owned
from third parties and sold by them through our e-learning platform, our websites or any other channel of EURObizz Academy;
- e. changes in the services of EURObizz Academy or changes on our
e-learning platform, our websites or other services or (digital) products.

If for any reason we are still (allegedly) liable, then our liability (and the related payment) is limited to and never higher than the liability such as the insurer, where EURObizz Academy has taken out / removes its Liability Insurance for Companies, has determined.

9. Exclusion of legal connection in third-party agreements

When Customers and / or Users enter into agreements when they use our e-learning platform, our websites or other services or other channels of EURObizz Academy, then the role of EURObizz Academy is limited to facilitating the matchmaking between demand and offer. For example when a Customer and / or users offer (digital) products and / or services to third parties, while they make use of our e-learning platform, our websites or other services or other channels of EURObizz Academy. In such cases EURObizz Academy is never a legal party or partner in the (sales) agreement between a Customer and / or User and the third party, buying party.

This does not apply to services / materials offered by EURObizz Academy itself, such as our 'Entrepreneurship at school' program.

10. Changes in our e-learning platform, our websites, training and educational materials or other services or (digital) products

EURObizz Academy reviews the content of training and educational materials or parts of it annually. We use feedback from trainers, teachers, entrepreneurs and other professionals. EURObizz Academy is a publisher and provides / publishes (digital and printed) training and educational material of / with ISBNs.

Our e-learning platform, our websites and other services or (digital) products are also regularly revised. These can change at any time. We can terminate our (digital) services / products at any time.

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In the event of such a change or termination, we strive to make this known as soon as possible.

11. Websites and services of third parties

Our e-learning platform, our websites, training and educational materials or other services or (digital) products may contain references to websites of third parties permitted by EURObizz Academy (for example by means of a hyperlink). EURObizz Academy has no control over or influence on the content of these third party websites. The rules of that website (privacy and conditions) apply to these websites. If you have questions about these rules from these third-party websites, please refer to those respective websites. This also applies to the use of the services of external service providers, such as payment services from third parties. The use of these services is subject to the rules of the relevant service provider (privacy and conditions).

12. Complaints procedure

For the unforeseen case of a complaint, EURObizz Academy has a complaints procedure. This is an integral part of these 'General Conditions EURObizz Academy' and is published on https://eurobizzacademy.eu/wp-content/uploads/2018/12/Complaints-Regulations-EURObizz-Academy_v2-2018.pdf

13. Engaging third parties

EURObizz Academy works for some parts of training and education, with external entrepreneurs for export. This also includes the program 'Entrepreneurship at School'. EURObizz Academy is allowed to have third parties do this and is free to choose which trainer to use.

EURObizz Academy is also entitled at any time to transfer all or part of its rights and obligations under the agreements relating to the services and / or products of EURObizz Academy to another company. Customer and users will be informed about this.

14. Offers

Unless otherwise provided in these 'General Terms and Conditions EURObizz Academy', an information request and / or offer is not binding. A customer is not obliged to accept such an offer. An offer will only be regarded as accepted and binding if the Client has returned it signed, even if it has not yet been signed on behalf of EURObizz Academy. After signing by the Customer, the quotation is given the status of agreement.

Offers from EURObizz Academy are deemed to include all costs for the services and / or products offered in the offer. EURObizz Academy may therefore not require additional payments in addition to the amounts stated in the tender for those specific services and / or products. If the Customer wishes to supplement or extend the services and / or products to be delivered, then an explicit addition

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to the relevant offer will be sent for that addition to or extension of the services and / or products to be delivered, with the appointment of the additional services and / or products to be supplied and the costs associated with the supplement.

Sums mentioned in the offer are always deemed to be exclusive of 21% VAT. In the case of VAT-exempt delivery, such as education, this must be explicitly stated in the quotation.

15. Reflection period and cancellation

EURObizz Academy uses a period of reflection / validity of the 15-day quotation for quoted services and products prior to signing, unless explicitly agreed otherwise in writing. After signing an offer by the Customer, the quotation is given the status of agreement and there is no longer any option to cancel.

In case of online purchase of (digital) services and / or products, there is a question of distance selling and we use a cooling-off period of 15 days after the date of purchase. In case of purchase of physical products, EURObizz can wait with the repayment of amounts paid in those 15 days until all products belonging to that purchase have been returned undamaged. The cooling-off period of 15 days does not apply if the distance purchase concerns customized products.

16. Payments

EURObizz Academy does not send paper invoices for economic and environmental reasons. We only send invoices digitally by email or via other digital ways. When customers have entered an e-mail address intended for invoicing, this e-mail address will be recorded in our administration. If there is continuous delivery of services and / or products or partial invoicing, then the Customer is obliged to immediately notify changes to the e-mail address intended for invoicing to EURObizz Academy. Failure to report such a change has no influence on the invoice date or the payment term and the associated payment obligations of (future) invoices.

The Customer is responsible for fulfilling his / her payment obligations. EURObizz Academy assumes an advance payment of 50% of the agreed offer with offered services and products. In the online purchase and payment of (digital) services and / or products, 100% deposit in advance applies to the export and / or delivery of the service and / or the product.

Payments must be paid within a term of 15 days after the invoice date, unless the parties have agreed on a different payment term in writing. The correctness of an invoice is established if no objection is made within 7 days after the invoice date. If an invoice has not been paid (in full) after the expiry of the payment period of 15 days, the Customer will owe EURObizz Academy the statutory interest applicable at that time, to be calculated cumulatively on the principal sum. Parts of a month are counted as full months.

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If payment is not forthcoming after a reminder, EURObizz Academy may also charge the Customer extrajudicial collection costs amounting to 15% of the invoice amount with a minimum of € 40.00. EURObizz Academy gives the Client at least a period of 14 days after receipt of the reminder to still pay. If payment is still outstanding, the extrajudicial collection costs for the Customer are:

- a.** 15% of the amount of the principal sum over the first € 2,500.00 of the claim (with a minimum of € 40.00);
- b.** 10% of the amount of the principal sum over the next € 2,500.00 of the claim;
- c.** 5% of the amount of the principal sum over the next € 5,000.00 of the claim;
- d.** 1% of the amount of the principal sum over the next € 190,000.00 of the claim;
- e.** 0.5% of the excess of the principal amount.

All this with an absolute maximum of € 6,775.00.

For the calculation of the extrajudicial collection costs, EURObizz Academy may increase the principal of the claim after one year with the default interest accrued in that year.

In the absence of a full payment, EURObizz Academy may dissolve the agreement without further notice of default by means of a written statement or suspend its obligations under the agreement until payment has been made or a proper security has been provided for this.

This may imply that EURObizz Academy denies the Client and / or the Users, which fall under the agreement, the participation and / or (online) access to the training / course, until payment has been made. EURObizz Academy also has the aforementioned right of suspension if it already has reasonable grounds to doubt the Customer's creditworthiness before the Client is in default with the payment.

Received payments will first be deducted from EURObizz Academy on all interest and costs owed and then on the due and payable invoices that have been outstanding the longest, unless the payment is stated in writing that it relates to a later invoice.

The Customer may not set off the claims of EURObizz Academy against any counterclaims he has at EURObizz Academy. This also applies if the Client applies for (provisional) suspension of payments or is declared bankrupt.

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17. Gerechtelijke bemiddeling of mediation

In het geval van een geschil dat voortvloeit uit deze overeenkomsten of uit de 'Algemene Gebruikersvoorwaarden EURObizz Academy', wordt alleen de bevoegde rechtbank van Den Haag (Nederland) toegewezen als locatie, tenzij betrokken partijen overeenkomen de zaak voor te leggen aan mediation/bemiddeling door een derde partij. In dat geval geldt de in de Klachtenregeling genoemde register mediator als aangewezen partij. Eventuele betalingen van EURObizz Academy aan de register mediator zullen nimmer leiden tot sturing van het genoemde mediation proces.

18. Other matters

In all (other) situations in which these 'General Terms and Conditions EURObizz Academy' does not provide, the Dutch legislation is applicable.

If there are unexpected differences between the English version and the Dutch version of these 'General Terms and Conditions EURObizz Academy', the Dutch version is always the guiding principle.

Version September 20, 2018

The Hague, the Netherlands

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