

GENERAL TERMS AND CONDITIONS – ONLINE ACADEMY

These General Terms and Conditions take effect as from January 2019

Article 1 - Definitions

In these General Terms and Conditions, the following words shall have the following meanings:

Account: The personal digital environment on the Website to which the Client has access in order to make use of the Service.

General Terms and Conditions: These general terms and conditions.

Content: The range of information made available to the Client by Online Academy by way of the Website, including, but not limited to, courses, videos, texts and the layout of the Service.

Service: The Online Academy; the online platform on offer which contains courses that subscribers can pursue.

Intellectual Property: All intellectual and industrial rights related to the Service and the Website and all Content made available by way of the Website.

Client: The natural person, company or institution with whom/which Online Academy has concluded a Contract.

Online Academy: The private limited company NCOI Online Academy B.V.

Contract: The agreement concluded between Online Academy and the Client pursuant to which Online Academy undertakes to provide the Service, notwithstanding all other obligations entered into by Online Academy and/or the Client under these General Terms and Conditions.

Distance Contract: A Contract effected exclusively via one or more remote means of communication as referred to in Book 6, Section 230g (e) of the Dutch Civil Code, including via electronic communication (e-mail).

Website: The Online Academy platform that is made available via the website www.onlineacademy.nl and its underlying web pages.

Article 2 – Access to the Service

1. The Client may access the Service by registering an Account in the manner outlined on the Website. On registration, the Client is afforded direct access to the Service.
2. The Client warrants that the requisite data provided upon registering the Account is correct.
3. If a natural person, the Client declares that s/he is at least 18 years of age. The Client who has not reached the age of 18 declares that s/he has received the express consent of his/her parents or legal representatives prior to registering an Account and making use of the Service.

Article 3 - Use of the Service

1. The Service consists of granting the Client access to the Website, thereby allowing the Client to pursue training courses using the Content made available on the Website.
2. Subject to the conditions set forth in these General Terms and Conditions and for the duration of the Contract, Online Academy shall grant the Client a limited, personal, revocable, non-exclusive and non-transferable right to use the Service, including the Website and the Content, for personal study purposes.
3. Notwithstanding the other provisions of these General Terms and Conditions, the activities performed by the Client within the framework of the Service, including usage of the Website and communication with other clients via the Service, may not:
 - a. be based on untruths and/or misleading;
 - b. be found to be discriminatory, violent, pornographic, illegal, needlessly offensive or otherwise inappropriate, in the opinion of Online Academy;
 - c. contain viruses, Trojan horses, worms, bots or other programs that may damage, delete or take over an automated work or render it unusable or inaccessible, or which are intended to circumvent the technical security measures of the Website and/or the computer systems of the Service;

- d. involve the use of any software or hardware tools and/or solutions (privately held or made available by third parties) which are designed to copy any Content made available via the Service or to spider, scrape, search or otherwise improperly use and/or access the Website;
- e. be applied for commercial or promotional purposes, unless authorised in writing by Online Academy;
- f. be contrary to these General Terms and Conditions, the Online Academy Privacy Policy, or any applicable legislation and/or regulations;
- g. infringe the rights of Online Academy and/or third parties, including but not limited to Intellectual Property and rights in relation to the protection of privacy;
- h. be unlawful in any other fashion;
- i. be damaging to the interests and reputation of Online Academy.

Article 4 – Availability of the Service

1. In providing the Service, Online Academy is obliged to use its best endeavours. Online Academy provides no guarantee that the Website and the Service will be accessible at all times and without any interruption and/or breakdown. No liability whatsoever attaches to Online Academy nor will it be obliged to indemnify the Client in the event of any damage arising or ensuing from a (temporary) unavailability or (interim) inaccessibility of the Service.
2. The procurement and/or proper functioning of the infrastructure and reliable telecoms facilities (including Internet connectivity) as required for the use of the Service are deemed to be the responsibility of the Client.
3. Online Academy shall be at liberty at any time, without prior notification and with no obligation to indemnify the Client, to (temporarily) suspend access to the Service, the Website and/or the Contents or parts thereof and/or to limit the use thereof if Online Academy deems this necessary.
4. No liability whatsoever attaches to Online Academy in regard to the services offered by third parties in connection with the Website and the Service.

Article 5 – Payment

1. A periodic fee or one-off payment may be deemed payable by the Client based on Online Academy's rates and other arrangements governing usage of the Service. All rates are expressed in euro (EUR). Unless stated otherwise, all rates are inclusive of VAT and other government levies.
2. Where the Client has a periodic payment obligation, Online Academy shall be entitled to adjust the applicable prices and rates following a minimum three-month period after the Contract comes into effect. If in disagreement with such adjustment, the Client may terminate the Account as from the date on which the said adjustment takes effect.
3. Payment must be effected as set forth on the Website. Where periodic payments are agreed upon and/or payment cannot or will not be effected by direct debit, the Client agrees to make payment within the deadline stated on the invoice. If no payment date is specified or otherwise agreed upon in writing, payment must be made no later than within 14 days from the invoice date.
4. Where payment (in full) has not been received by the due date by Online Academy, the Client will be automatically placed in default, without prior notice of default being required. Once placed in default, the Client must pay the statutory (commercial) interest rate on the outstanding amount. Online Academy may refer the debt for collection if the Client remains in default following a demand or notice of default. In such circumstances, all costs incurred by Online Academy in connection with late payments will be payable by the Client. These costs come to 15% of the amount due, subject to a minimum of EUR 40,-. If the Client is a natural person, the applicable statutory (collection) rates will be applied.

5. In case of default, Online Academy shall be entitled to withdraw, suspend or restrict access to the Account and usage of the Service with immediate effect until such time as full payment has been made of the amount due.
6. No payment obligation may be suspended in the event of complaints concerning invoices and/or the provision of services.

Article 6 - Confidentiality and personal data

1. All information provided by the Client shall be treated in confidence by Online Academy, its staff and/or by all persons engaged by Online Academy.
2. The Client is in complete agreement with Online Academy's processing of personal data in connection with the registration of the Account and usage of the Service.

Article 7 – Intellectual Property

1. Intellectual Property rights are vested in Online Academy and/or its licensors. No part of these General Terms and Conditions serves to assign any rights to the Client or to third parties.
2. Unless explicitly provided for under these General Terms and Conditions, the Client shall in the absence of prior written consent from Online Academy not be permitted to:
 - a. download, copy, transfer, reproduce, process or distribute (any part of) the Service and/or the Content (or arrange for this to be done) in any manner or form and for any purpose whatsoever;
 - b. retrieve or re-use substantial parts of the Website and/or the Content, or repeatedly and systemically retrieve or re-use non-substantial parts of the Website and/or Content, as described in the Databases (Legal Protection) Act;
 - c. remove, hide or alter notifications or messages concerning Intellectual Property, or render them illegible;
 - d. register domain names, brands or Google Adwords related to the Service.

Article 8 – Guarantees and indemnities

1. The Service comprises of the mere functionality, Content and other characteristics as found by the Client upon making use thereof. Online Academy offers no guarantees, promises or indemnities with respect to the quality, security, legitimacy, completeness, integrity and accuracy of the Content and the Service, unless provided for otherwise in these General Terms and Conditions. Online Academy shall not be obliged to add certain Content on request.

Article 9 – Liability

1. Should Online Academy be required to indemnify the Client in respect of any loss or damage, the indemnity, irrespective of the cause will be limited in all instances to:
 - a. Direct damage (therefore excluding liability in respect of indirect damage, such as consequential damage, losses due to delays, loss of profits and loss of revenue); and
 - b. All payments made by the Client to Online Academy in the current calendar year for use of the Service for which Online Academy is deemed liable.
2. The provisions of the first paragraph will not apply in case of intent or gross negligence on the part of Online Academy's senior executive staff.
3. Online Academy's liability also extends to all persons for whom Online Academy is responsible (i.e. persons employed by Online Academy or engaged by Online Academy in the performance of the Contract).

Article 10 – Duration and termination

1. The Contract is entered into for an indeterminate period. The Client may terminate the Contract at any time by submitting a letter or e-mail, stating "Subscription termination", to

the addresses listed on the Website. Where not acting in the performance of a profession or a business, the Client may also terminate the Contract online. In the event of termination by the Client, a payment must be made by the Client up to and including the month of termination.

2. Moreover if the Client is a 'Consumer', the Client will be entitled, with or without the use of the 'dissolution form', made available to the Client on the website, to terminate the Distance Contract without stating reasons within 14 calendar days of concluding the Distance Contract.
3. Accounts can be removed via the "Remove account" button on the Website. The removal of an Account will also terminate the current subscription. Accounts are removed automatically two years after the last subscription was terminated.
4. Online Academy shall be at liberty at any time to terminate the Contract or a part thereof without giving reasons and without giving notice. In case of termination by Online Academy, the Client will be obliged to pay no more than the payment due up to and including the termination date.
5. In addition to the other means of redress available to Online Academy, Online Academy shall be entitled at any time without giving reasons or any advance explanation to (temporarily) restrict, suspend or close down the Service, to remove the Account temporarily or permanently, to issue a warning and to terminate the provision of services or to refuse the provision of same, in particular in, but not limited to, instances in which:
 - a. The Client acts in any way in breach of these General Terms and Conditions;
 - b. Online Academy takes the view that the Client's actions may cause damage to Online Academy or third parties;
6. Upon termination of the Contract, for whatever reason, the Client's right to use the Service will cease with immediate effect and access to the Service will be refused forthwith. The Account will be removed by Online Academy upon termination. Online Academy shall not be obliged to provide any Content to the Client upon termination of the Contract.

Article 11 – Forum and applicable law

1. The Contract is governed by Dutch law.
2. Any dispute arising between Online Academy and the Client shall be referred exclusively to the court of competent jurisdiction in Amsterdam, the Netherlands.