

GENERAL TERMS AND CONDITIONS – ONLINE ACADEMY

These General Terms and Conditions apply from March 2021

Article 1 - Definitions

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

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 entirety of information made available to the Client by Online Academy via the Website, including but not limited to courses, videos, texts and the layout of the Service.

Service: The Online Academy; the online platform provided on which courses are offered that subscribers can follow.

Intellectual Property: All intellectual or industrial rights relating to the Service and the Website as well as Content published via the Website.

Client: The natural person, the company or the institution with whom Online Academy enters into an Contract.

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

Contract: The contract concluded between Online Academy and the Client under which Online Academy commits to supplying the Service, without prejudice to all other obligations of Online Academy and/or the Client arising from these General Terms and Conditions.

Distance Contract: A Contract concluded in such a way that only one or more remote communication technologies in the sense of Civil Code Section 6:230g at e have been used, such as electronic communication (email).

Website: Online Academy's platform available via the website www.onlineacademy.nl and the underlying pages.

Article 2 - NRTO

1. Online Academy is a member of the Nederlandse Raad voor Training en Opleiding (Netherlands Training and Education Council - NRTO). These General Terms and Conditions comply with the 'General Terms and Conditions for Consumers' and the Code of Conduct of the NRTO.

Article 3 – Access to the Service

1. The Client will gain access to the Service by registering an Account in the manner detailed on the Website. The Client has immediate access to the Service after registration.
2. The Client guarantees the accuracy of the information required for the registration of the Account.
3. If they are a natural person, the Client declares that they are 18 or older. A Client who has not reached the age of 18 declares that they have explicit consent from the Client's parents or legal guardians for the registration of the Account and the use of the Service.

Article 4 - Use of the Service

1. The Service consists of providing the Client with access to the Website on which the Client can follow training courses using the Content made available there.
2. Online Academy grants 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, under the conditions as laid down in these General Terms and Conditions and for the duration of the Contract.
3. Without prejudice to the other provisions of these General Terms and Conditions, the activities for which the Client is responsible in the context of the Service, including the use of the Website and the communication with other Clients via the Service, may not:

- a. be based on untruths and/or be misleading;
- b. be discriminatory, violent, pornographic, illegal, unnecessarily damaging or otherwise inappropriate, at the sole discretion of Online Academy;
- c. contain viruses, Trojan horses, worms, bots or other software that may damage an automated work, make it unusable or inaccessible, or which are intended to circumvent technical protection measures of the Website and/or the computer systems of the Service;
- d. consist of the use of any software and/or hardware tools and/or solutions (made by the Client or made available by third parties), insofar as they are intended to copy any Content made accessible via the Service, or to crawl, scrape, search or otherwise use and/or access the Website inappropriately;
- e. be of a commercial or promotional nature, unless Online Academy has given its written permission for this;
- f. breach these General Terms and Conditions, the Online Academy Privacy Policy, or any applicable legislation or regulations;
- g. infringe the rights of Online Academy and/or third parties, including but not limited to Intellectual Property and rights relating to the protection of privacy;
- h. be unlawful in any other way;
- i. potentially harm the interests and good name of Online Academy.

Article 5 – Availability of the Service

1. Online Academy provides the Service on the basis of a best-efforts obligation. Online Academy provides no guarantee that the Website and the Service will be accessible at all times and without any interruptions and/or disruptions. Online Academy is in no way liable to the Client for any damage arising or resulting from the (temporary) unavailability of or (premature) interruption of the Service.
2. The Client is responsible for the purchase and/or proper working of the infrastructure and sound telecommunications facilities (including Internet connection) required to use the Service.
3. Online Academy is entitled at all times, without prior notice and without incurring any liability to the Client, to (temporarily) deactivate the Service, the Website and/or the Content or parts thereof and/or limit use thereof if it believes this is necessary.
4. Online Academy is in no way responsible for the services offered by third parties in connection with the Website and the Service.

Article 6 - Payment

1. The Client may be required to make regular payments or a one-off payment for the use of the Service on the basis of the rates set by Online Academy and other agreements. The rates are denominated in euros (EUR). Unless stated otherwise, all rates are inclusive of VAT and other government levies.
2. In the case of a periodic payment obligation, Online Academy is entitled to adjust the applicable prices and rates at least three months after the conclusion of the Contract. If the Client does not wish to agree to such an adjustment, the Client may terminate the Account on with effect from the date on which the adjustment would come into force.
3. Payment shall be made place in the manner specified on the Website. If periodic payments have been agreed upon and/or payment is not or cannot be taken by direct debit, the Client shall make payment within the period specified on the invoice. If no payment period has been specified or otherwise agreed in writing, payment shall be made within 14 days of the invoice date.
4. If Online Academy has not receive payment (in full) at the end of the period, the Client shall immediately be in default without prior notice of default being required. From the time of default the Client will be liable for statutory (commercial) interest on the amount owed.

Should the Client continue to be in default in settling the debt following a demand for payment or notice of default, Online Academy may refer the claim for collection. In that case all costs incurred by Online Academy in connection with late payment will be borne by the Client. These costs are equal to 15% of the amount owed, with a minimum of EUR 40. If the Client is a natural person, the applicable statutory (collection) rates shall be followed.

5. In the event of default, Online Academy shall be entitled to terminate or suspend or limit access to the Account and the Use of the Service with immediate effect until the time when the payment obligation has been fully met.
6. Complaints regarding invoices and/or services do not suspend the payment obligation.

Article 7 - Confidentiality and personal data

1. Online Academy, its employees and/or persons working for Online Academy shall treat all information provided by the Client as confidential.
2. The Client grants Online Academy full permission to process personal data in connection with the registration of the Account or the use of the Service.

Article 8 – Intellectual Property

1. The Intellectual Property is vested in Online Academy and/or its licensors. These General Terms and Conditions in no way serve to transfer any rights to the Client or to any third parties.
2. Insofar as not explicitly allowed under these General Terms and Conditions, the Client may not, without Online Academy's prior written permission:
 - a. download, copy, transfer, reproduce, edit or distribute or commission the downloading, copying, transfer, reproduction, editing or distribution of (parts of) the Service, the Website and/or Content in any way, in any form and for any purpose whatsoever;
 - b. retrieve or reuse substantial parts of the Website and/or Content or repeated and systematically retrieve or reuse non-substantial parts of the Website and/or Content referred to in the Databankenwet (Databases Act);
 - c. remove, delete, hide or alter notices or statements relating to Intellectual Property;
 - d. register domain names, trademarks or Google Adwords relating to the Service.

Article 9 - Warranties and indemnities

2. The Service only contains the functionalities, Content and other features as the Client finds them at the time of use. Online Academy makes and grants no warranties, undertakings and indemnities with regard to the quality, security, lawfulness, completeness, integrity and correctness of the Content and the Service, unless stipulated otherwise in these General Terms and Conditions. Online Academy is not obliged to add particular Content on request.

Article 10 – Liability

1. In the event that Online Academy is liable for any damage suffered by the Client, this liability, irrespective of its basis, is in all cases restricted to:
 - a. Direct loss (liability for indirect loss - such as consequential loss, loss resulting from delay, loss of profit and lost turnover - is therefore excluded); and
 - b. The payments made by the Client in the current calendar year for the use of the Service from which Online Academy's liability arises.
2. Only in the event of intent or gross negligence on the part of Online Academy's most senior management will the provisions of paragraph 1 not apply.
3. Online Academy's liability also covers all persons for whom Online Academy is responsible (such as persons employed by Online Academy or engaged by Online Academy to perform the Contract).

Article 11 - Term and termination

1. Unless agreed otherwise in writing, the Contract is concluded for an indefinite period. The Client may terminate the Contract without notice with effect from the end of each month by sending an email or letter to the contact details shown on the Website, stating "cancellation of Contract." If the Client is not acting in a professional or business capacity, they can also terminate directly online via the website. In the event of termination by the Client, the Client shall owe payment up to and including the end of the current month.
2. If the Client is a consumer, the Client also has the right to cancel the Distance Contract within 14 calendar days after the conclusion of a Distance Contract without stating reasons and whether or not they use the cancellation form made available to the Client on the Website.
3. An Account can be removed by using the 'Delete Account' button on the Website. Removal of an Account also entails termination of the Contract. An Account will be automatically removed 2 years after the Contract has ended.
4. Online Academy is entitled to terminate the Contract or part thereof at any time without stating reasons and without application of a notice period. In the event of termination by Online Academy, the Client shall be liable for no more than the payment up to the time of termination.
5. In addition to the other (legal) means available to Online Academy, Online Academy shall at all times be entitled to (temporarily) restrict, suspend or deactivate the Service, to remove the Account temporarily or permanently, to issue a warning, to terminate services and to refuse to provide the Service without giving any reasons and without any prior explanation, in particular - but not limited to - if:
 - a. The Client acts contrary to these General Terms and Conditions in any way;
 - b. Online Academy believes 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 will immediately lose the right to use the Service and access to the Service will be immediately denied. Online Academy shall remove the Account upon termination. Online Academy is not obliged to provide the Client with any Content after termination of the Contract.

Article 12 - Jurisdiction and applicable law

1. The Contract is governed by Dutch law.
2. If the Client is a consumer, both the Client and Online Academy may submit disputes between the Client and Online Academy regarding the conclusion or performance of the Contract to the Geschillencommissie Particuliere Onderwijsinstellingen (Complaints Board for Private Educational Institutions), Bordewijklaan 46, P.O. Box 90 600, 2509 LP The Hague (www.degeschillencommissie.nl).
3. The Complaints Board will only consider a dispute if the Client has first submitted their complaint to Online Academy and this has not resulted in a solution satisfactory to both parties.
4. A dispute must be submitted to the Complaints Board within twelve months of it arising.
5. A fee is payable for the consideration of a dispute.
6. If the Client submits a dispute to the Complaints Board, Online Academy shall be bound by this choice.
7. If Online Academy wishes to submit a dispute to the Complaints Board, Online Academy must first ask the Client in writing to indicate within five weeks whether they agree to this. Online Academy must thereby announce that it will consider itself free to submit the dispute to the ordinary courts following the end of the aforementioned period.
8. The Complaints Board shall make a ruling with due observance of the provisions of the regulations applicable to it. The Complaints Board's ruling is made in the form of a binding recommendation.

9. Solely in those cases for which a binding statutory dispute resolution arrangement is provided for formal education, such as those for examination of the Client, will the provisions of paragraphs 2 to 8 of this clause will not apply.