

Terms & Conditions

1. Definitions

In these general terms and conditions the following definitions apply:

1.1. Knowvium Training: Knowvium BV, Nijmeegsebaan 45, 6564 CB Heilig Landstichting

1.2. Other Party: The party, including customers, clients, subscribers or participants, with which Knowvium BV has concluded an Agreement.

1.3. Participant: A person who participates in an education, course, training, conference or event.

1.4. Services: Activities that Knowvium provides on behalf of or for the Other Party, such as providing training, organizing conferences and events and writing texts and articles. This applies in the broadest sense of the word and in any case includes the work as stated in the order confirmation.

1.5. Training: an education, training, retraining, further training, study or theme day, workshop, conference or event or any other form of training provided by Knowvium. A training course can be 'open' or 'in company'. By an 'open' course we mean a course that is open to any interested person who meets the registration requirements. By 'in company' training we mean training for a closed circle of participants, on behalf of a client.

1.6. Educational material: training, teaching or instructional material, documentation, lecture notes, syllabi or any other material in any form that is used for the execution of a training course or assignment.

1.7. Exam: an exam to be administered by Knowvium or by a third party at the end of a training course.

1.8. Agreement: a (written) agreement between Knowvium and the Other Party to deliver or make available one or more publications, services or digital products against payment of the agreed price.

1.9. Written: notification by post or electronically (e-mail).

1.10. Publication: an amount of coherent text in printed form, such as books, theme booklets, magazines, fact sheets and the like, not being software, published by Knowvium.

1.11. Subscription: an agreement between Knowvium and the Other Party whereby Knowvium grants the Other Party electronic access to a Digital product with a personal login code.

1.12. Digital product: A product or service that consists of Knowvium making software and/or information available online or supplying data carriers, such as a CD-ROM or USB stick, with software and/or information, including any updates of it.

1.13. Software: a computer program supplied by Knowvium or made available to the Other Party.

1.14. User: a natural person affiliated with the Other Party's organization who has the right to use a Digital product under the Agreement.

2. Applicability

2.1. These general terms and conditions apply to all quotations and agreements, both written and oral, from Knowvium. Third parties involved in the execution of the work can also rely on these general terms and conditions.

2.2. Provisions deviating from these general terms and conditions only apply if they have been agreed in writing.

2.3. If one or more of the provisions of these general terms and conditions are void or annulled, the other provisions of these general terms and conditions will continue to apply. Knowvium and the Other Party will then enter into consultation to agree on new rules.

2.4. General terms and conditions of the Other Party are not accepted by Knowvium unless their acceptance has been confirmed in writing by Knowvium.

2.5. If a Knowvium student registers as a participant for a Knowvium course, course, further training, training or workshop, these general terms and conditions apply to all these agreements.

3. Agreements

3.1. All quotations and offers from Knowvium are without obligation, unless expressly stated otherwise in writing. Quotations and offers have a validity of 45 (forty-five) days, unless Knowvium and the Other Party expressly agree otherwise in writing. The content of leaflets, brochures, advertisements and other advertising material, whether electronic or otherwise, does not bind Knowvium.

3.2. An Agreement is concluded by placing or making a written or verbal order, including a telephone order, registration or assignment to Knowvium and the acceptance thereof by Knowvium. The other party accepts these general terms and conditions through its order, registration or assignment. Knowvium accepts the order, registration or assignment in writing. Knowvium has the right to refuse registration for a Course or event without stating reasons.

3.3. A cooling-off period of fourteen (7) days applies to all agreements and quotations.

3.4 The content of the order, registration or assignment applies as received by Knowvium. Input errors and other errors made during the order, registration or assignment are entirely at the risk of the Other Party. In the event that such an error, whether or not at the request of the Other Party, leads to the redrafting of a document or invoice that has already been sent to the Other Party, the Other Party will be charged € 75.00 in costs.

Subscriptions

3.5. Subscriptions are entered into for a period of at least one (1) year, with the commencement date being the date on which the login code is made available to (the User of the) Other Party. After the end of the subscription period, subscriptions are always tacitly renewed for a period of one (1) year, for the first time on the first of the month following the month in which the first subscription ends, unless the Other Party cancels the Subscription In Writing at least two (2) months before the end of the current subscription period.

Software

3.6. Knowvium grants the Other Party a non-transferable and non-exclusive right of use for the Digital product and the Software. This right of use exclusively includes the powers granted to the Other Party in these terms and conditions. The Other Party is expressly prohibited from disclosing, reproducing or changing the software in whole or in part. The right of use exclusively includes displaying, consulting and functioning of the Digital Product or Software using a computer or similar data processing equipment in accordance with the specifications and instructions provided, as well as storing or printing insubstantial parts of the content from the product. In the case of delivery by means of a data carrier, such as a CD-ROM or USB stick, the right of use only includes downloading the software to make the software available for use by users who are entitled to do so. The Other Party is prohibited from making a backup copy without written permission from Knowvium. The data carriers remain the property of Knowvium; therefore, no transfer of ownership to the Other Party will take place.

3.7. The right to use the Software may only be exercised by a natural person or persons affiliated with the organization of the Other Party who has been expressly granted the right to use the software in the Agreement. If the Agreement does not grant the right of use to a named person, the Software may only be used by one natural person on a maximum of two computers. In the event that the software is or is used by more or other persons or on more or different equipment, the Other Party is obliged to pay the compensation that Knowvium normally charges for that additional or other use, without prejudice to all other rights of Knowvium such as the right of termination and/or the right to compensation.

3.8. The terms and conditions of those third parties apply to Software developed by third parties and made available by Knowvium to the Other Party, whether or not as part of a Digital Product, without the aforementioned conditions affecting Knowvium's rights under these general terms and conditions or without those conditions creating more stringent obligations for Knowvium than arise from these general terms and conditions for Knowvium. By placing an order, registration or assignment, the other party also accepts the conditions of the said third parties. At the request of the Other Party, the terms and conditions of third parties will be sent to it free of charge.

4. Cancellation

4.1. If there are insufficient registrations for a Course, Knowvium has the right to cancel a Course and not accept a registration, without being obliged to pay damages or costs.

4.2. The Other Party can cancel Agreements for Training and events in Writing up to four (4) weeks before the start date of a Training or event. The date of the postmark or the date of receipt of the electronic message is decisive for the time of cancellation.

4.3. There is a reflection period of fourteen days upon registration. After this reflection period, the Other Party:

- In the event of cancellation up to four (4) weeks before the start of the training, cancellation costs of € 100 excluding VAT are due.
- in the event of cancellation within four (4) weeks before the start date of the Training, or in the event of impediment or non-participation without (timely) cancellation, the full agreed fee is due. The Other Party, upon presentation of the participant certificate, is permitted to have a substitute participate in a Training or event for the registered but prevented person.
- This cooling-off period also applies if the participant books the course and the company or employer pays for it. If the company concludes the contract, there is no cooling-off period.

4.4. If you register less than fourteen days before the start, the reflection period of fourteen (7) days is not feasible. In that case, free cancellation is possible up to four (4) days before the start of the Course. After this period, the full agreed fee is due.

4.5. Refunds: "If a customer is entitled to a refund, it will be transferred to the bank account specified by the customer within 30 days after mutual agreement."

Do you want me to update the PDF with this?

5. Billing and Pricing

5.1. Services are invoiced in advance at the start/agreement of the Services. Publications and Digital Products will be invoiced prior to delivery or online availability, unless expressly agreed otherwise in writing between Knowvium and the Other Party. Subscriptions are billed in advance for the entire subscription period. After renewal, subscriptions will be invoiced in the month prior to the original month in which the subscription commenced.

5.2. Delivery of Services, Digital Products and Publications takes place at the prices charged by Knowvium at the time the Agreement is concluded.

5.3. For a number of training courses, the Other Party has the choice between VAT-free and VAT exclusive. Where this applies, this option is explicitly indicated. Prices are exclusive of any other government levies and administration and shipping costs, unless expressly agreed otherwise in Writing.

5.4. Changes in or to an order may result in the agreed price and/or the original planning and delivery time being adjusted. These changes do not provide grounds for dissolution.

5.5. If factors included in the prices, such as wages, purchasing prices and the like, change after the conclusion of an Agreement, Knowvium is entitled to adjust the prices. The

changed prices apply, unless otherwise agreed in Writing, from the moment they are introduced by Knowvium.

6. Payment

6.1. Unless expressly agreed otherwise, the Other Party must pay invoices within thirty (30) days after the invoice date. However, in any case before the start of the Training, the total amount or agreed part of the invoice.

6.2. If payment is not made on time, the Other Party is in default without further notice of default being necessary.

6.3. If the relevant training and exam costs have not been paid before the exam date of a Course, the Participant will be excluded from the relevant exam.

6.4. Without prejudice to their other obligations, the Client or Participant owe statutory interest on the outstanding amounts from the due date of the invoice until the day of full reimbursement.

6.5. All costs that Knowvium must incur to collect payments due to it will be borne by the client or participant. These costs amount to at least €75.

6.6. In the event that two or more (legal) persons have placed or placed an order, registration or assignment, each of them is jointly and severally liable for the payment of the amounts owed to Knowvium, regardless of the name of the invoice.

6.7. Knowvium always has the right to require security for payment both before and after the conclusion of an agreement. This applies under suspension of the execution by Knowvium of the agreement until security has been provided and/or (full or partial) advance payment has been received by Knowvium.

6.8. Delivered goods remain the property of Knowvium until full payment, including the costs referred to in this article, has been made.

7. Execution of the order, registration or assignment

7.1 Knowvium will deliver the Publication or Digital product ordered by the Other Party as soon as possible after the agreement has been concluded, provided that the product is in stock and the required advance payment has been made. The Other Party is itself responsible, on the basis of the instructions provided by Knowvium, for the installation and implementation of the delivered Digital Product and for the choice and functioning of the equipment and electronic communication networks with which the Other Party uses the Digital Product.

7.2. Knowvium provides the agreed Services to the best of its knowledge and ability and in accordance with the requirements of good workmanship. Knowvium does not guarantee the achievement of any intended result of the Services provided. Knowvium only has a best

efforts obligation, unless expressly agreed otherwise in writing. Knowvium determines the manner in which and by which person(s) the Services are performed.

7.3. Knowvium may change the composition of the teaching team or replace the person charged with carrying out the Services with another person if, in the opinion of Knowvium, this is necessary for the performance of the Services. This change may not reduce the expertise of the teaching team or the person to be deployed, nor adversely affect the continuity of the implementation of the Services.

7.4. Knowvium has the right to have certain work carried out by a third party(ies), to be designated by Knowvium, if this is desirable in Knowvium's opinion for optimal performance of the Services. If this third party wishes to limit its liability in this regard, Knowvium is of the opinion that the Assignments given to it include the authority to accept such a limitation of liability on behalf of the Other Party.

7.5. In the event of insufficient registrations for a Course or event, Knowvium has the right to move a meeting to a later date or to cancel it.

7.6. The content of a Knowvium training or event is included in the most recent brochure and/or stated on an internet page of its website Knowvium.nl. Knowvium has the right to make changes to the content of a Course and to change the time and location of a meeting. Knowvium will inform the Other Party of this in a timely manner.

8. Participants, lessons, educational materials, exam

8.1 To be admitted to a Course, the Participant must have at least Dutch language level B2. This means that a participant must be able to deal with theoretical and abstract texts orally and in writing.

8.2. Admission of a Participant on the basis of meeting the admission standards provided by Knowvium does not guarantee that the participant will successfully complete or complete the training. If a training course is organized in collaboration with a client, the selection of participants is in principle left to the client. In doing so, they will adhere to Knowvium's admission standards as much as possible.

8.3. Knowvium has the right to exclude participants who, through their behavior or otherwise, prevent the normal course of the Training, from further participation in the Training. In the event of exclusion, the training fee remains due.

8.4. The specified lesson dates and lesson times are strictly adhered to, except in the event of force majeure. Knowvium is not obliged to repeat lessons for participants who were unable to attend. Payment for missed lessons remains due. Knowvium is committed to making every effort to catch up on missed lessons with other groups if possible.

8.5. In principle, no duplicates of Educational Material are made available. Knowvium may make an exception to this at its sole discretion. In such a case, the duplicates will be provided for a fee.

8.6. Exam regulations apply to certain exams provided by Knowvium/HAN, which will be made available to the participants of a Course for inspection. Participants in an exam are obliged to identify themselves with a valid identification card at the request of an examiner or a Knowvium employee.

9. Early termination of the training agreement

9.1. If the Participant terminates the training prematurely and has not paid per module, the Participant will not receive a refund. In that case, the participant can (provided this is possible in terms of planning and staffing) separately catch up on the remaining modules within two study years. Exam costs and the costs for new teaching materials will be borne by the Participant.

9.2. If payment has been made per module, the Participant will have to register separately for the remaining modules within two academic years (provided this is possible in terms of planning and occupancy). Exam costs and costs for any new teaching material will be fully borne by the Participant.

9.3. Interim termination means that the Participant accepts the risk that there may be no places available within two academic years within the modules that the Participant still has to follow.

9.4. In principle, premature termination does not entitle you to a refund of training costs, except in situations of force majeure. Force majeure means what has been determined in case law.

10. Force majeure

10.1. Force majeure means any shortcoming in the performance of Knowvium that cannot be attributed to it because it is not attributable to Knowvium or is not at the expense of Knowvium under the law, legal act or generally accepted views.

10.2. In the event of temporary force majeure on the part of Knowvium, Knowvium has the right to extend the delivery period by the period that the temporary force majeure continues. Temporary force majeure also includes the event that insufficient registrations have been received by Knowvium for a planned Training or event, or that a Publication is not (or no longer) in stock.

10.3. In the event of permanent force majeure that makes delivery of Publications and commencement of Services impossible, both Knowvium and the Other Party have the right to terminate the Agreement extrajudicially without the Other Party being able to claim damages. Permanent force majeure also includes the situation in which a Publication is sold out and no reprint will take place, or the situation in which, after an initial postponement of the start date of a Course or event, insufficient registrations have been received by Knowvium.

10.4. In the event of temporary force majeure on the part of Knowvium, including that no teacher is available for a planned lesson day, Knowvium has the right to cancel the lesson day. Knowvium is obliged to do everything possible to prevent a teacher from being available. The canceled lesson day in question will be rescheduled as soon as possible and the Other Party will be informed of this in a timely manner.

11. Intellectual Property

11.1. All intellectual property rights and similar rights, including copyrights, trademark rights and database rights of the Publications published by Knowvium, Services supplied or Digital Products supplied or made available, belong to Knowvium and its licensors. The Agreement concluded with the Other Party does not in any way imply the transfer of intellectual property rights and similar rights, unless expressly stated otherwise in writing. The Other Party will refrain from any form of infringement of these rights, subject to a fine of €5,000 for each violation and for each day that the violation continues, without prejudice to all other rights of Knowvium, including the right to performance or the right to terminate the agreement and/or compensation.

11.2. To the extent not expressly permitted by law or by Knowvium, the Other Party is expressly prohibited, with or without the involvement of third parties, from reproducing, disclosing or exploiting the Publications issued by KNOWVIUM, Services supplied or Digital products supplied or made available.

11.3. The Other Party is not permitted to provide Publications published by Knowvium, Digital products delivered or made available and printouts thereof to third parties without the express Written permission of Knowvium.

12. Advertisements

12.1. Complaints regarding Publications, Digital Products, Services or the invoice amount must be made known to Knowvium In Writing within fourteen (14) days after the date of dispatch or the moment the Digital Products were made available, or during or within fourteen (14) after the end of the Service about which the Client is complaining, or within 14 days after the discovery of the defect if the Other Party demonstrates that it could not reasonably have discovered the defect earlier.

12.2. Complaints as referred to in the first paragraph do not suspend the Client's payment obligation.

12.3. In the event of a complaint that, in the opinion of Knowvium, is justified, Knowvium has the choice between adjusting the fee charged, improving or re-performing the rejected work free of charge or not carrying out the assignment in whole or in part (anymore) against a refund in proportion to the amount already paid by the Other Party.

13. Liability

13.1. Knowvium pays the utmost attention to the content of the Educational Material, Publications, Digital Products and Services supplied and made available. Knowvium does not guarantee the absence of errors, inaccuracies, irregularities or incompleteness or delays in timeliness or in the transmission thereof. Knowvium, authors and other persons who make the products or provide Services are in no way liable for such errors, inaccuracies, irregularities or omissions or delays in up-to-date information.

13.2. Knowvium's liability for direct damage suffered by the Other Party because Knowvium fails to fulfill its obligations other than as referred to in 13.1, with the exception of damage resulting from intent or deliberate recklessness on the part of Knowvium or its directors, is limited to a maximum of the amount equal to the price charged or to be charged to the Other Party, excluding VAT, for the relevant Publication, the Digital product or the Service. In the case of an Agreement for a duration of at least one (1) year or in the case of an Agreement for an indefinite period, the aforementioned amount is limited to a maximum of the fees, excluding VAT, that have been charged to the Other Party for the last six (6) months prior to the damage incident. Knowvium is never liable for indirect or consequential damage.

13.3. The Other Party indemnifies Knowvium against all claims from third parties due to damage related to Agreements concluded by Knowvium. This indemnification also includes all damage and costs that Knowvium suffers or incurs on the basis of such a claim.

13.4. Knowvium is not liable for damage suffered by the Other Party as a result of the use of electronic means of communication, including, but not limited to, damage resulting from non-delivery or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by software/equipment used for sending, receiving or processing electronic communications, transmission of viruses and non-functioning or improper functioning of the telecommunications network or other means required for electronic communication, except insofar as the damage is the result of intent or deliberate recklessness on the part of Knowvium. Data extracts from Knowvium's computer systems provide compelling evidence of the content of the electronic communication sent by Knowvium until evidence to the contrary has been provided by the Other Party.

13.5. Knowvium is not liable for damage to or destruction of documents during transport or during dispatch by post, regardless of whether the transport or dispatch is carried out by or on behalf of the Client, Knowvium or third parties.

13.6. Knowvium has the right at all times, if and to the extent possible, to undo the damage suffered by the Other Party.

13.7. Knowvium's total liability for damage resulting from death or bodily injury or for material damage to goods will be limited to the amount(s) that will be paid out under the insurance taken out by Knowvium, including the deductible borne by Knowvium in connection with that insurance.

14. Termination and Cancellation

14.1. If an Agreement has been entered into for the duration of a specific assignment or for a specific period of time, the agreement ends by operation of law when the project has ended

or the duration has expired, without any notice being necessary. An Agreement entered into for an indefinite period can be terminated by registered letter, taking into account a notice period of four weeks.

14.2. If the Other Party imputably fails to fulfill its obligations towards Knowvium, is unable to pay its debts, applies for bankruptcy or suspension of payments or ceases its business operations, or its goods are seized due to significant debts, Knowvium has the right to terminate the Agreement without prior notice of default and/or without observance of a notice period.

14.3. Knowvium is never obliged to pay any damages due to the aforementioned termination of an Agreement.

14.4. In the event of termination of the Agreement, all amounts owed by the Other Party to Knowvium are immediately due and payable in full.

15. Privacy

15.1. At Knowvium we work according to the guidelines of the GDPR. All our employees and the parties with whom we collaborate are aware of the applicable guidelines. All information provided during lessons or in submitted assignments will be treated confidentially. To guarantee privacy, preference is given to anonymizing assignments to be submitted.

15.2. To ensure the privacy of all participants and the confidentiality of what is shared during the lessons, it is not permitted to make photo, video or audio recordings during the lessons.

16. Expiration Period

Unless otherwise stated in these terms and conditions, all rights of action and other powers of the Other Party against Knowvium shall lapse one year after the moment at which the Other Party was or could have been aware of the existence of these rights of action and powers.

17. Changes to General Terms and Conditions

Knowvium is entitled to change these General Terms and Conditions. Changes to General Terms and Conditions also apply to current agreements. Changes will be announced by Knowvium on its website www.Knowvium-opleidingen.nl and will take effect fourteen (14) days after announcement or as later as determined in the announcement.

18. Governing Law and Choice of Forum

18.1. Dutch law applies to all Agreements between the Other Party and Knowvium to which these general terms and conditions of delivery apply.

18.2. All disputes relating to the conclusion, interpretation and/or implementation of an Agreement between the Other Party and Knowvium will be settled by the competent court in Arnhem.