

## **GENERAL TERMS & CONDITIONS**

*for individuals & organisations  
concerning Entrima's online learning service "Private Guru"*

**Article 1:  
Services**

1.1 These general terms & conditions apply to the ENTRIMA online learning service "Private Guru".

**Article 2:  
Definitions****A. Supplier:**

"Supplier" concerns "ENTRIMA". ENTRIMA is supplying the online learning service "Private Guru".

**B. ENTRIMA:**

"ENTRIMA" concerns the trade name of the "Supplier".

**C. Client:**

"Client" concerns either an individual or an organisation:

**▪ Individual**

"Client" provides "Supplier" with an assignment, by subscription for an online learning service for him/herself.

**▪ Organisation**

"Client" concerns an organisation which provides "Supplier" with an assignment, signed by a representative of this organisation, by subscription for online learning services for one or more employees of the organisation.

**D. Learning Service:**

"Learning Service" concerns the service "Private Guru". This "Learning Service" concerns the provision of knowledge, and possibly the forming or optimisation of skills, via a live-tutored, non-public online training (webinar) delivered by "Supplier". This service is provided via a portal, possibly Microsoft Teams or Zoom.

**E. Learner:**

"Learner" concerns the individual who is allowed to, and –possibly– does, off-take and consumes the "Learning Service".

**F. Assignment:**

"Assignment" concerns a "Client" to order "Supplier" to provide "Client" with "Learning Services". "Subscription" results in an "Assignment".

**G. Confirmation:**

"Confirmation" concerns a written commitment of "Supplier", addressed and sent to "Client", to provide a "Learning Service" to "Client".

**H. Subscription**

"Subscription" (also referred to as "registration", or "signing up") concerns a formal registration of one or more individuals by "Client" for the off-take of a "Learning Service".

**I. Price:**

"Price" concerns the rate of a "Learning Service", in euro, charged to "Client" by "Supplier".

**Article 3:  
Applicability**

- 3.1 Each "Assignment", "Subscription" or "Confirmation" is subject to these "General Terms & Conditions".
- 3.2 Each "Client" and each "Learner" are subject to these "General Terms & Conditions".
- 3.3 An "Assignment", "Subscription" and/or "Confirmation" by "Client" or "Learner" indemnifies "Supplier" from all claims by that same "Client" or "Learner".
- 3.4 "Supplier" has the right, and duty, to adjust this document over time, if circumstances require such. The updated version applies to future assignments, not to existing assignments.

**Article 4:  
Intellectual property**

- 4.1 All rights on the study materials are reserved by "Supplier". Without prior permission from "Supplier", none of the study materials may be copied, duplicated, saved, distributed or made public by means of printing, photo copying, sending, digitalisation, or anything in such sense. "Client" / "Learner" is not permitted to make study materials available to their colleagues, third parties, or anyone else, neither to post it on social media or publish it on the web/Internet, or send it forward by email (soft copy), nor to distribute it physically (hard copy).
- 4.2 A "Learner" is prohibited to distribute a recording of the learning service and/or to provide the recording as a learning service (paid or free of charge) to another person, without written permission by "Supplier". Hence, it is prohibited to show a recording to any person (a third party).

**Article 5:  
Conduct**

- 5.1 "Learner" is not allowed to misuse the learning platform, nor the "Learning Service".
- 5.2 Misconduct in any form during the off-take of the "Learning Service" is not allowed.
- 5.3 In case of misuse of the learning platform or misconduct during the off-take of the "Learning Service", the "Supplier" has to right to remove the "Learner", leaving the "Learner" with no rights.

**Article 6:  
Pricing**

- 6.1 Online educational services are offered at a "Price".
- 6.2 The "Price" is in euro (EUR) and exclusive of VAT, unless explicitly stated otherwise.
- 6.3 "Supplier" is entitled to adjust the VAT rate (%) according to actual changes implemented by the relevant tax authority.

**Article 7:  
Payment**

- 7.1 With "Learning Services" payment is due in advance of delivery of the service, unless explicitly agreed otherwise. Payments are due upon subscription. Access to the learning environment is provided by "Supplier" to "Client" instantly after payment.

**Article 8:  
Data protection & Privacy**

- 8.1 "Supplier" has developed a privacy policy which respects GDPR (for details see website).  
8.2 "Participants" have to login with their own names, not any pseudonym.

**Article 9:  
Rights & Liability**

- 9.1 All study materials and/or other work developed and/or provided by "Supplier", arising out of (or related to) a "Learning Service", is carefully composed, to the best of "Supplier's" knowledge and/or abilities. However, "Supplier" can in no way guarantee the accuracy and completeness of study materials.
- 9.2 "Supplier's" "learning service(s)" may include practical tips, ideas, best practices, opinions, views and possible solutions to cope with practical challenges. Although "Supplier" shall ensure that these expressions are as wise and meaningful as possible, "Supplier" can in no way be held liable for the expressions.
- 9.3 "Supplier" accepts no liability for damages of any kind, resulting from actions and/or decisions based on views and/or opinions. A "Learner" is recommended not to base any decision on such views, remarks and/or opinions provided in the learning environment. Moreover, "Learner" is advised not to enter into any decision without judgment by him/herself. Instead, "Learner" is advised to use common sense at all times and to rely on his/her own professional expertise (or the expertise of their colleagues) and to check any remarks, statements and opinions before these are considered, if at all.
- 9.4 Minor errors in the study materials or other services developed and provided by "Supplier" cannot be a reason for the "Learner" to reject or refuse to off-take the "Learning Service". Neither will "Supplier" reject or refuse to provide the "Learning Service" and/or modify the relevant "Price".

**Article 10:  
Cancellation and adjustments**

ENTRIMA

10.1 In case “Client” wishes to cancel “Subscription” for a “Learning Service”, once the “Assignment” has been formalised, then refunding does NOT take place. In any case, payment is non-refundable.

**Article 11:  
Confidentiality & Exclusivity**

11.1 “Supplier” and “Client” are obliged to each other to preserve confidentiality of the relevant agreement, documents and related aspects.

**Article 12:  
Application law & forum choice**

12.1 Dutch law is applicable to every “Assignment” between “Client” and “Supplier” (to which these “general terms & conditions” apply).

12.2 All disputes relating to an “Assignment” between “Client” and “Supplier” (to which these “general terms & conditions” apply) will be brought before the competent Judge in the District Court of Amsterdam, the Netherlands.

Amsterdam, 29 June 2020

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