

Version dated 15 December 2016. Earlier versions have expired. These general terms and conditions have been filed on www.voorwaarden.net (Dutch version).

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1. Definitions

Client:	<i>MeLearning</i> , established in Amsterdam
Agreement:	The agreement of which these General Terms and Conditions form part.
Client:	Contract party to the agreement.
Training:	Synonymous with lesson or course; may also include the provision of teachers, materials and/or space by <i>MeLearning</i> . In these General Terms and Conditions, Training includes the Open Schedule Training Courses, unless specifically indicated otherwise.
Teacher:	Employee of <i>MeLearning</i> or employee hired by it, who is capable, both didactically and as regards expertise, of providing training.
Student	Participant in a Training course.
Open Schedule	
Training:	Training that is planned in advance by <i>MeLearning</i> and in which companies can participate on the basis of individual registration.

2. General

- 2.1. These General Terms and Conditions apply to and form part of all proposals, offers, agreements and legal relationships concerning the provision of Training to which *MeLearning* is a party. Provisions from these General Terms and Conditions that by their nature are intended to remain in force after the termination of the agreement will remain valid after termination of the agreement. The applicability of any purchasing or other terms and conditions of the Client or any other party is expressly rejected.
- 2.2. Deviations from these General Terms and Conditions shall only apply if these have been explicitly agreed in writing.
- 2.3. If any provision of these General Terms and Conditions is void or is nullified, the other provisions of these General Terms and Conditions will remain in full force and *MeLearning* and the Client will consult in order to agree on new provisions to replace the null and void or nullified provisions, whereby the purpose and the purport of the void or nullified provisions are taken into account as much as possible.

3. Agreement

- 3.1. Agreements are recorded in writing in a confirmation. The Client is deemed to agree to this confirmation, unless the contrary is clear from his written statement, which must have reached *MeLearning* within 14 days.
- 3.2. Agreements with and/or promises made by employees, representatives and/or auxiliary persons of *MeLearning* are only binding if and insofar as they have been confirmed in writing by the party authorised by *MeLearning*.
- 3.3. Changes and/or modifications to the agreement will only bind the parties if agreed in writing by the parties.
- 3.4. If the activities of *MeLearning* are to be carried out on location and/or on the instructions of a third party, the Client must ensure that this third party adheres to the obligations of the Client in accordance with the agreement and these General Terms and Conditions.

3.5. The Client is obliged to inform *MeLearning* in advance of all information relevant to *MeLearning* concerning the object of the agreement, the agreement and the manner of implementation thereof. This information may lead *MeLearning* to stipulate special provisions or rates.

4. Change, cancellation, replacement

- 4.1. The Client has, with due observance of the provisions of Article 4.2. and 4.3., the right to cancel the Training. This cancellation must be made in writing.
- 4.2. Interim cancellation of a multi-day Training is not possible. However, the Client is allowed to replace Teachers before or during the Training.
- 4.3. In the event of cancellation up to two weeks before the start of the Training, the Client will be charged 50% of the Training fee. In the event of cancellation within a term that is shorter than two weeks before the start of the Training, the Client will be charged the entire Training fee. The potential refund of 50% of the Training fee will take place within 30 days.
- 4.4. In the event that unforeseen circumstances, including the number of registrations or illness of the Teacher, give cause to do so, *MeLearning* is entitled to interrupt the Training, to move it to a later date or to cancel the Training.
- 4.5. *MeLearning* reserves the right to replace the Teacher under certain circumstances.

5. Fees and payment

- 5.1. With respect to the assignments carried out by *MeLearning* pursuant to the agreement, the Client will owe *MeLearning* a fee, in accordance with the provisions of the agreement. If an in-house Training is concerned, then the prices/fees mentioned in the agreement include travel and accommodation costs.
- 5.2. *MeLearning* is entitled to adjust the fees in the interim. It must inform the Client by means of a written notification at least one calendar month prior to the effective date of the rate change. In this case, the Client has the right to terminate the agreement within 14 days after being informed.
- 5.3. At the end of each calendar month and at the end/after termination of the agreement or earlier if agreed in writing, *MeLearning* will send the Client an invoice specifying the fee for the Training. The Client must pay this invoice, without discount, suspension or settlement to *MeLearning* within 30 days and in the currency as indicated on the invoice, unless otherwise agreed in writing. The payment date is the date of the bank transfer to *MeLearning*.

- 5.4. If the Client does not pay the amounts due within the set payment term, the Client is in default without a further notice of default being required. The Client will then owe *MeLearning* interest on the outstanding amount of 1.5% per month. The extrajudicial costs relating to the collection and collection of payments not received by *MeLearning* on time from the Client are at the expense of the Client and amount, irrespective of the amount to be collected, to at least €100.
- 5.5. After the expiry of the set payment term, without the Client having fully met its payment obligations towards *MeLearning*, *MeLearning* has the right to terminate the agreement with immediate effect and to cease its activities.

6. Open Schedule Trainings

The following additional provisions apply to Open Schedule Trainings.

- 6.1. Registration for participation must be made in writing. Enrolment, which implies confirmation of the registration on the part of *MeLearning*, takes place in order of receipt of written registration. In the event that the number of registrations is greater than the maximum number of participants, *MeLearning* will determine other dates for the Training.
- 6.2. The price for the Open Schedule Training includes costs for course material, possible use of resources and classroom, coffee, tea and any lunch/dinner provided, if the Open Schedule Training lasts several days.
- 6.3. Invoicing by *MeLearning* takes place at least four weeks before the start of the Open Schedule Training, unless registration takes place less than four weeks before the start of the Open Schedule Training, in which case invoices will be billed and the invoiced amounts must be paid in full.
- 6.4. The Client must pay the invoice no later than one week before the start of the Open Schedule Training in the currency indicated on the invoice. The payment date is the date of the bank transfer to *MeLearning*.
- 6.5. If the Client has not paid the amount due before the start of the Open Schedule Training, the Client will be in default without a further notice of default being required. *MeLearning* then has the right to refuse the Student access to the Open Schedule Training, regardless of the Client's obligation to pay the amount due to *MeLearning*.

7. Execution

- 7.1. If execution takes place at an accommodation other than a training location of *MeLearning*, the Client is responsible for the timely availability of the accommodation, presence of the required hardware and software and other necessary resources in operational status, unless otherwise agreed in writing.
- 7.2. The Client must ensure that the course material, unless it is provided by *MeLearning*, is sufficiently present and corresponds to the applicable standard.
- 7.3. Students must possess the prior knowledge required for the Training.
- 7.4. If the circumstances, as described in Article 7.1, 7.2 and 7.3, mean that in the opinion of *MeLearning* the Training cannot be provided, *MeLearning* reserves the right, after consultation with the Client, to cease the Training, in which case the resulting costs will be at the expense of the Client.
- 7.5. Complaints about the performance of the work by *MeLearning* must be reported to it in writing within 14 days of the end of the Training. If the Client fails to complain within this period, it is deemed to have agreed to the service.
- 7.6. Complaints are processed by *MeLearning* within 6 weeks. If this is not feasible due to research, this will be reported, with an explanation, within 14 working days, whereby *MeLearning* will give an indication of the expected handling date of the complaint.
- 7.7. If, according to the Client, the complaint is not properly handled by *MeLearning*, the Client is entitled to submit the complaint to the FNVZZP legal department within 14 days. FNVZZP's decision is binding for *MeLearning* and will be immediately followed up. Submission of the

complaint to FNVZZP takes place in writing through *MeLearning*. *MeLearning* will forward the complaint to FNVZZP.

7.8. All complaints are treated confidentially and registered for the duration of 1 year.

8. Termination

- 8.1. Either party may terminate the agreement in full or in part without notice of default and without judicial intervention, by written notification with immediate effect, or suspend further performance if the other party is granted (temporary or otherwise) provisional suspension of payment, if bankruptcy is applied for with respect to the other party, or if the company of the other party is liquidated or terminated other than due to the reconstruction or merger of companies. If *MeLearning* terminates the agreement on the basis of this article, it is also entitled to exercise immediate fulfilment of its rights.
- 8.2. Individuals (consumers) who have registered via the website have a cooling-off period of 14 days after registering for a Training. Within this time, the consumer can withdraw from the Training at no cost by issuing a written cancellation to *MeLearning*. Article 8.2. does not apply if registration takes place within 14 days before the date of the Training to be followed (i.e. a 'last minute' registration). Article 8.2. also does not apply to company registrations.

9. Intellectual Property

- 9.1. All intellectual and industrial property rights to all equipment or other materials developed or made available under the Agreement, such as course materials, analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, are held exclusively by *MeLearning* or its licensees, unless agreed otherwise. The Client will not duplicate and/or make public the course materials or other materials. Making audio and or visual recordings of a Training is expressly prohibited.
- 9.2. The teaching material remains the property of *MeLearning*. The material is exclusively intended for personal use by the Student: The student receives a non-exclusive, non-transferable user license on the course material that is distributed during the lessons. This provision does not apply to the open source material that is made available. Material that is open source will be marked as such.
- 9.3. The Client will inform the Participant of clauses 9.1 and 9.2.

10. Liability

- 10.1. *MeLearning* is obliged to perform the work agreed with the Contractor with care.
- 10.2. *MeLearning* maximises its liability for damage to what the insurance company pays on the basis of its third-party liability insurance.
- 10.3. *MeLearning* is never obliged to compensate for non-material damage, indirect damage or consequential damage, including loss of profit, trading loss, (additional) costs, indirect or direct damage of third parties or any other damage, unless this damage may have been caused by intent or gross negligence on the part of *MeLearning*.
- 10.4. *MeLearning* shall also not be obliged to compensate for damage if it is obliged to interrupt a Training, to schedule it at a later date or a later time, or to cancel a training, due to circumstances as referred to in Articles 4.4, 5.6, 6.5, 7.4 and 8.
- 10.5. *MeLearning* stipulates all statutory and contractual means of defence, which it can invoke to defend its own liability towards the Client, also for the benefit of its subordinates and the non-subordinates for whose conduct it is liable under the law.

11. Acquisition of personnel and confidentiality

- 11.1. During the term of the contract, whether renewed or otherwise, as well as during a consecutive period of 12 months, neither of the parties will employ employees of the other party involved in the relevant agreement(s), nor will they enter into any directly or indirectly different business relations with them, unless this proceeds with the express written consent of the other party.

- 11.2. The parties acknowledge that all information known to them in the context of the execution of the agreement is of a confidential nature, unless this information is generally known.
- 11.3. The parties declare to make every effort to take measures with the aim of ensuring complete confidentiality with regard to all confidential information, of which the parties, their staff members or their active third parties become acquainted. Every employee involved must on request sign a confidentiality statement.
- 11.4. In the event that a party fails to comply with the provisions of this article, this party will owe the other party a fine of €2,270 for every day that it is in violation. In case of a violation by one party, the other party also has the right to terminate the agreement immediately.

12. Other provisions

- 12.1. Dutch law applies to the agreement to which these General Terms and Conditions apply.
- 12.2. Disputes arising from or related to the agreement to which these General Terms and Conditions apply, as well as disputes concerning these General Terms and Conditions, will exclusively be brought before the competent court within the district in which *MeLearning* is located.