

General Terms and Conditions

Article 1 Definitions

Client: Any counterparty (Participant/Instructing Party), which is a natural or a legal person which carries on a business or exercises a profession, or a consumer who enters into a legal relationship with the CIU.

CIU: Creating Insights University B.V.

GTC: General Terms and Conditions

Consumer: A natural person who does not carry on a business or exercise a profession.

Training: courses, training sessions, study days, programmes, modules and masterclasses offered by the CIU.

Participant: Each person which enrolls for Training at the CIU.

In-Company Training: The service commissioned by the Instructing Party for the development and delivery of Training on behalf of individual or group participants from an Organisation or a Client, where an offer is separately made and in relation to which an agreement is entered into between the Client and the CIU.

Offer: The offering by CIU to the Client to provide Training for a certain price (as determined in the Offer).

Order: The service commissioned by the Instructing Party to provide Training, including In-Company Training.

Instructing Party: a natural or a legal person which has entered into a legal relationship with CIU concerning the development, organisation and/or delivery of a (In-Company) Training and which has placed an Order with the CIU.

Agreement: a closed deal, under which the CIU has agreed to provide Training, including but not limited to In-Company Training and the Client has agreed to pay the price for the Training.

Article 2 Scope of Application

2.1 These GTC apply to each and every Agreement concluded by the CIU.

2.2 By placing an Order the Instructing Party accepts the applicability of the GTC of CIU. The CIU hereby expressly rejects the applicability of the GTC of the Instructing Party.

2.3 Derogations from the GTC are only valid when expressly agreed in writing by the CIU and the Client. 'In writing' is defined as including any form of electronic communication.

2.4 In cases not provided for by the applicable Agreement and/or the GTC, the CIU will provide for a reasonable solution.

2.5 The partial or complete invalidity or lack of legal effect of one or more of the terms of the GTC, does not affect the validity or legal binding effect of its remaining terms.

2.6 When there is a conflict between a clause of the GTC and a clause in the Agreement, the terms agreed in the Agreement shall prevail.

2.7 Unless something else has been agreed in writing, these GTC could be changed by the CIU from time to time. The notification of the changes shall take place by means of a personal communication to the Client or through general communication on the website of CIU.

Article 3 Offer and Agreement

3.1 An offer is non-binding, unless it specifies a term for its acceptance.

3.2 Registration for a Training activity can be done

- a. Via the registration form on the website;
- b. By email;
- c. By contacting the CIU by telephone.

3.3 The Agreement is made when CIU confirms in writing the registration of the Participant or the Order of the Instructing Party. The confirmation is valid as proof of registration for the Training.

3.4 Between the parties to the Agreement, the content of the registration or the Order is definitive as soon as it is received by the CIU. Typing errors made during the registration process or the Order, are for the account of the Client.

Article 4 Execution of the Agreement

4.1 CIU is entitled:

1. To make provisional changes in the programme of Training activities, when these changes do not affect the quality of the Training;
2. To change the planning of Training activities as far as the time and place is concerned. In this case the Client has the right within 14 days after being notified to cancel the Training for free;
3. In cases of insufficient enrolment to cancel the Training activity. Registered Participants receive a notification of the cancellation, their obligations to CIU are terminated and already performed obligations are restituted.

4.2 In case of absence of a lecturer the following applies:

1. In case of illness and/or impediment of a lecturer the CIU will provide a suitable replacement. When there is no suitable replacement, the CIU will inform the Client as soon as possible and offer alternative dates for the Training activity.
2. In case of illness or impediment of a lecturer, the Client has a right to a compensation. CIU will not charge for the provision of training activities resulting from the illness or impediment of a lecturer.
3. A Client cannot (i) cancel a Training activity due to the absence of a lecturer for free, or (ii) terminate Agreements due to the absence of a lecturer for free.

Article 5 Price and Payment

5.1 The cost of each Training activity and the payment methods are available on the website. The Location costs and the Extra/Catering Costs are an inseparable part of the total costs for the Training activity. All costs exclude VAT.

5.2 Participants, which have duly registered for Training, will receive prior to the commencement of a Training activity an invoice from the CIU to the email address provided by them. The invoice must be paid in full by the Client prior to the beginning of the Training activity.

The General terms and Conditions of Creating Insights University BV are registered with the Chamber of Commerce Haaglanden under number 69924112

5.3 With regard to In-Company Training, the CIU shall invoice 50% of the agreed price prior to the date on which the Training activity takes place. The remaining 50% shall be invoiced after the Training activity takes place.

5.4 The CIU requires payment within 14 calendar days of the invoice date, unless otherwise has been agreed to in writing. Should the Client not pay the full amount due within the term provided, the CIU shall send to the Client a payment reminder in which the Client is offered the possibility to pay within 14 days. Should the Client not pay the full amount within this deadline, the Client shall be considered in default without further notice.

5.5 After the expiry of the payment deadline, the CIU is entitled to charge the Client the legally due interest rate as well as all extra-judicial costs for the collection of the debt.

5.6 The Client must fulfil his/her payment obligations also when he/she has a complaint about the quality of the Training. The Client is not entitled to deduct his/her claim against any payments due to CIU.

Article 6 Cancellation and Changes

6.1 The Client has the right to cancel the Training activity prior to its commencement. The cancellation must be notified to CIU in writing. The cancellation shall be considered received by CIU (i) on the postage date of a letter, and (ii) the date of sending an email. The planned commencement date of the Training activity is decisive when determining the costs of cancellation in the sense of of Article 6 (2) and (3).

6.2 In case of a cancellation of a Training activity with open enrolment, the CIU is entitled to charge the following costs:

- a. Cancellation up to two months prior to the beginning of the Training: free cancellation;
- b. Cancellation between two months and one months prior to the beginning of the Training: 25% of the Price;
- c. Cancellation between one months and two weeks prior to the beginning of the Training: 50% of the Price;
- d. Cancellation less than two weeks prior to the beginning of the Training: the full Price.

6.3 In case of a cancellation of In-company Training the CIU is entitled to charge the following costs:

- a. Cancellation up to two months prior to the beginning of the Training: free cancellation;
- b. Cancellation between two months and one months prior to the beginning of the Training: 50% of the Price;
- c. Cancellation less than two weeks prior to the beginning of the Training: the full Price.

6.4 In exceptional circumstances upon request of the Client, the CIU may move a Training activity to another location, date or time. The decision about any such changes is at the sole discretion of CIU. In case of an Open Enrolment Training, CIU may charge an administrative fee for making changes, amounting to 125 euros (or 50 euros, should the price of the Training, excluding VAT equal to or be less than 250 euros), excluding VAT.

6.5 In exceptional circumstances upon request of the Client, the CIU may change a Training activity to another Training activity, or allow that a Participant is replaced by another person in an already booked Training. The decision about any such changes is at the sole discretion of CIU. In case of an Open Enrolment Training, CIU may charge an administrative fee for any

such changes, amounting to 125 euros (or 50 euros, should the price excluding VAT equal to or be less than 250 euros), excluding VAT.

Article 7 Intellectual Property Rights

7.1 All intellectual property rights, including but not limited to copyright, which concern course materials developed and delivered by CIU, are property of CIU. No part of these publications may be copied and/or made public without the prior written permission of CIU.

7.2 The Client declares that text, drawings, models, materials or other works delivered to CIU by him/her or the Participants to which the Training is provided, do not affect or infringe intellectual property rights of third parties.

7.3 Without prior written consent of CIU, the Client is not allowed partially or wholly to copy, make publicly available or share with others materials, which are delivered by the CIU as part of any and all Training activities.

Article 8 Liability

8.1 In the event CIU is liable for damages to the Client or the participants in a Training activity, the liability for damages, irrespective of the grounds for liability, is in all cases limited to direct damages (liability for indirect damages – e.g. consequential damages, damages for late performance, loss of profit – is therefore excluded). Only in cases concerning intent or gross negligence of the highest-ranking management staff of the CIU, the preceding exclusion of liability shall not be applicable.

8.2 CIU is not liable for damage to property of the Client or the participants in a Training activity.

8.3 CIU is in no case liable for damages, on whichever ground, which is the result of erroneous or incomplete information/ recommendations/ advice given in relation to a Training activity. Here the following is included: the information/ recommendations / advice given by the lecturer or in the Training materials, the brochure or any other document resulting from or having a connection to a Training activity.

8.4 The CIU is not liable, when a participant disregards the safety instructions.

8.5 The limitations to liability described in this article covers all persons towards which the CIU may be held liable (such as persons employed by the CIU or which have been contracted by the CIU for the performance of an Agreement).

8.6 In the event that the Client does not participate her/himself in the Training, the Client confirms that the participants in the Training have accepted the above limitations of liability.

Article 9 Business Partners

CIU is entitled to provide a Training activity or a part of it through one of its authorised business partners, in which case the Agreement between the Client and CIU, and these GTS apply unabridged.

Article 10 Confidentiality

CIU, its staff and/or contractors handle all information provided by Client's in accordance with the applicable privacy laws. A detailed privacy statement is available on CIU's website.

The General terms and Conditions of Creating Insights University BV are registered with the Chamber of Commerce Haaglanden under number 69924112

Article 11 Personal data

For the registration in a Training activity the Participant has given his/her consent to the CIU for the collection of his/her personal data in the client database of CIU. This personal information is used by the CIU exclusively for its business purposes and to inform the person concerned about future training activities. CIU shall manage the personal information collected in accordance with the applicable privacy laws.

Article 12 Disputes

12.1 Any complaints concerning this Agreement must be sent to CIU within a reasonable deadline but ultimately within 30 days after the Client has found about the circumstances giving rise to the complaint. The submitted complaints are answered within 14 working days counted as of the day of receiving the complaints.

12.2 Dutch law is applicable to each Agreement.

12.3 All disputes resulting from or related to the Agreement, shall be settled by the competent judge in The Hague.