



Caleidoscope Academy General Terms and Conditions

August 30, 2021

Definitions

In these General Terms and Conditions (hereafter referred to as: "Terms and Conditions") of Caleidoscope Academy, the following terms shall have the following meanings:

- A. Agreement:** any agreement between Parties relating to the provision of Services of Caleidoscope Academy (including Quotes and Data Processing Agreements accepted by the Client).
- B. Client:** individual user who is in possession of a personal Login account intended for the use of the online learning environment of Caleidoscope Academy.
- C. Caleidoscope Academy:** private company Caleidoscope Academy (registered trademark of CMC Culture & Management Consulting, with the Netherlands Chamber of Commerce under number 09082110).
- D. Intellectual property:** umbrella term for all intellectual rights to the Service and the online Platform of Caleidoscope Academy, including but not limited to brands and copyright.
- E. Login account:** unique account for each Client used to gain access to our Service, e.g. through our Platform.
- F. Order confirmation:** confirmation of the Client to enter into an Agreement with Caleidoscope Academy with respect to the provision of Services.
- G. Parties/Party:** the Client and/or Caleidoscope Academy.
- H. Platform:** the online learning environment of Caleidoscope Academy to which the Client gains access via a Login account.
- I. Quote:** every quote and/or offer issued by Caleidoscope Academy to the Client relating to the provision of any Service or product, including the provision of online services and associated matters.
- J. Service:** any and all services to be provided by or on behalf of Caleidoscope Academy, such as providing online access to the Platform, aimed at making accessible online educational materials as well as the management thereof via the online learning environment of Caleidoscope Academy.





1. Applicability

1.1 These Terms and Conditions apply to all Quotes, Agreements and the execution thereof. These Terms and Conditions can only be deviated from with prior written permission of Caleidoscope Academy or by means of a written Agreement between Caleidoscope Academy and the Client.

2. Terms of Service

2.1 The use of the Service of Caleidoscope Academy is reserved to authorised Users.

2.2 Caleidoscope Academy will create a personal Login account for each individual User.

2.3 Sharing of Login accounts is not permitted.

2.4 In the event of discovery of misuse of Login accounts and/or sustained or frequent breaches of the provisions laid down in this article, Caleidoscope Academy reserves the right to suspend or annul the provision of Services without prejudice to the right to claim damages. In that case, the Client is not entitled to any compensation.

2.5 Caleidoscope Academy does not provide any guarantees relating to the functioning of the online learning environment on the (computer) systems and networks of the Client and its Users.

2.6 Caleidoscope Academy shall at all times make every effort to optimally execute the provision of the Caleidoscope Academy Service. If, at any moment, the provision is nevertheless interrupted, this does not entitle the Client to a (partial) refund or discount. Neither will this entitle the Client to any offset and/or suspension of its payment obligations towards Caleidoscope Academy.

2.7 Caleidoscope Academy is entitled to change the quantity and content of its Service, or parts thereof, to improve the quality of the Service. In that case, the Client is in no way entitled to a refund or discount.

3. Payment and Fees

3.1 Invoices will be sent via email and invoiced amounts include applicable sales taxes and VAT.

3.2 Caleidoscope Academy invoices are to be paid within 30 days, unless otherwise agreed upon.

3.3 Unless otherwise agreed upon, promotions and discounts are one-off only. Upon renewal, each Agreement shall be legally renewed as an Agreement to which no promotions and/or discounts apply.





3.4 In the event that the Client fails to fulfil its payment obligations by the due date as described in paragraph 2 of this article, Caleidoscope Academy is entitled to suspend access to the Service immediately and without prior notice. If the Client fails to fulfil due payment after one or more payment reminders, the Client will be declared in default, upon which the Client will owe the applicable statutory interest on the outstanding amount and will also be obliged to pay the extrajudicial collection costs. In case of default of payment, Caleidoscope Academy is also authorised to terminate the Agreement with the Client, effective immediately, without prejudice to the Client's obligation to fulfil its payment obligations towards Caleidoscope Academy.

4. Confidentiality, Intellectual Property Rights

4.1 Caleidoscope Academy will treat all information it processes within the framework of the Agreement with the Client confidentially.

5.2 Deviations of paragraph 1 of this article are only expressly permitted if:

- i) The information was already generally known prior to entering into the Agreement;
- ii) Prior written permission from the relevant Party was obtained for such a specific deviation;
- iii) That information has to be disclosed as a result of a given order or court decision granted for that purpose, in which case the relevant Party will notify the other Party in advance, unless this is forbidden by law or pursuant to the given order or relevant court decision.

4.3 All Intellectual property rights on the Service, the Platform and accompanying online educational materials rest exclusively with Caleidoscope Academy and/or its licensors. Nothing in these Terms and Conditions implies a transfer of Intellectual property rights.

4.4 The Client is not permitted to reproduce, transfer and/or otherwise use or make available in any way the software and/or content of the Service of Caleidoscope Academy, without prior written consent by Caleidoscope Academy.

4.5 The conditions laid down in this article will remain effective even after the termination of the Agreement.

5. Limitation of Liability, Waiver of Warranty, Indemnification

5.1 Client acknowledges and accepts that the Service of Caleidoscope Academy is provided as it is.

5.2 Client declares not to hold Caleidoscope Academy liable with respect to claims by the Client resulting from the use of the Service. The Client indemnifies Caleidoscope Academy for any liability or claim by any and all third parties that result from or are caused by the use of the Service.





5.3 The liability of Caleidoscope Academy will be limited to no more than the amount invoiced to the Client and paid by the Client in the most recent year. Caleidoscope Academy shall never be liable for any form of indirect losses.

6. Personal Data Protection

6.1 Caleidoscope Academy will process the personal data of the Client and its Users within the limits of the statutory regulations and objectives of Caleidoscope Academy and the Client respectively, in an appropriate, careful and safe fashion.

6.2 Caleidoscope Academy will process the personal data of Users in accordance with its privacy policy, which is laid out on the Caleidoscope Academy website (www.CaleidoscopeAcademy.com/privacy-policy).

7. Final Clauses

7.1 If it is determined that any provision in these Terms and Conditions is unlawful, invalid or impracticable, Parties will endeavour to replace the provision with another that approximates the provision that needs to be replaced. The other provisions in these Terms and Conditions will remain in full force and effect.

7.2 These Terms and Conditions shall be governed exclusively by Dutch law.

