

General terms and conditions ICTRecht Academy bv

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These general terms and conditions are applicable to any training or education provided by the ICTRecht Academy (hereinafter: "**The Academy**"). Terms and conditions set by the participant that deviate from, or do not appear in these general terms and conditions are only binding if and insofar as they have been explicitly accepted in writing by The Academy.

Article 1. Content and form of training courses

1. The Academy provides day and part-day training courses, as well as courses consisting of multiple training courses. The programme and the way this is provided shall be determined by the Academy.
2. In addition, the Academy provides training at the request of, on location at and aimed at employees of the Client. The programme and the way in which these internal trainings are provided shall be determined in consultation with the Client and laid down in an Offer. The Offer is valid for thirty (30) days.

Article 2. Organisational prerequisites for internal training

1. In the case of an internal training course, Client is responsible for providing the necessary facilities (which shall in any case include: an adequate training room, computers, beamer, internet connection, food and beverages), as well as for handling registrations.
2. The fees charged by the Academy are independent of the number of participants, unless the Offer explicitly states an amount per participant.
3. The Client has the right to cancel or reschedule up to fourteen (14) calendar days before the (first) date of the internal training. Any cancellation or change costs for facilities already booked (including travel costs or hotel accommodation for lecturers) shall be borne by Client.

Article 3. Registration conditions for general training and education

1. Participation takes place in order of registration. The Academy will confirm the registration by e-mail or refuse it with the indication of reason for that.
2. If a participant has received an automatic confirmation of registration and it then appears that the maximum number of participants has been reached, the Academy will keep the registration and reconfirm it if another participant drops out. The Academy will give timely notice of this. Withdrawing the registration is possible free of charge.
3. The Academy is allowed to change the content, location and dates/times of the training. The Client will be informed of such changes at the latest two (2) weeks before the start of the (first) date of the training.
4. Not later than one week before the (first) date of the training, the Academy will assess whether the number of participants is sufficient. If not, the Academy will offer the participants an alternative training. If a participant

does not want to accept this, he or she will receive a full refund of the registration fee.

Article 4. Specific conditions training

1. A training course is a bundle of training courses aimed at acquiring a broad qualification, such as ICT lawyer or Data Protection Officer. The content of the bundle(s) partly aimed at lawyers is determined annually by the Academy in consultation with its Advisory Board.
2. Registration for a programme must take place before the start of the first training day. Admission thereafter shall be at the discretion of the programme director.
3. A training course shall be concluded with a final test covering the entire subject matter of the training course. The certificate of the programme shall only be awarded if a satisfactory result has been achieved on the final test. The examination regulations of the programme concerned determine when this is the case.
4. The examination regulations of the study programme concerned apply. The stipulations therein shall prevail over these general terms and conditions.
5. The costs of the study programme shall be paid in full in advance. In the case of a one-year programme, a 50% refund will be given if the participant deregisters within two (2) weeks of receiving the results of the interim test. Upon deregistration, the participant will receive partial certificates for the training courses attended.
6. The training course is followed in a personal capacity. Replacement for a training course lasting a year is possible up to the date of the interim test. It is not possible to have a substitute follow a specific training in case of illness or absence.

Article 5. Terms of payment

1. All amounts mentioned by the Academy are exclusive of VAT, unless the Client is a natural person who is not acting in the course of a profession or business. In that case, the amounts are inclusive of VAT.
2. The Academy shall send an electronic invoice to the Client for the amount due by the Client. Client agrees with electronic invoicing.
3. If several people from the same organisation take part in a training course, a 20% discount will apply for each participant. Apart from the IAPP training courses (CIPP/E, CIPM, CIPT) for which a 10% colleague discount applies. This discount is not stackable with other discounts.
4. If a training course is cancelled within four (4) weeks of its commencement, 50% of the price shall be due. In the event of cancellation within two (2) weeks, 100% will be charged. Substitution is always permitted for all training courses.
5. If Client chooses to pay by invoice, this invoice must be paid before the (first) day of the training or education. The Academy may deny access to the participant if this appears not to be the case.

6. Postponement of a registration to a later date does not release Client from its payment obligation within the original term. The cancellation arrangement in paragraph 4 does not apply to rescheduled registrations.

Article 6. Confidentiality obligations

1. For general training and for training courses the 'Chatham House Rule' applies: participants and trainers are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant, may be revealed without the separate permission of the person concerned. The trainer will explicitly communicate this rule to all participants.
2. In the event of internal training, parties shall treat information provided by the other party in connection with an internal training as confidential if such information is designated as confidential or if the recipient knows or should reasonably suspect that the information was intended to be confidential. Client shall in any case treat the contents of the Offer as confidential.
3. If the Academy needs to take cognisance of confidential data when preparing or providing a training course, then the Client, when providing such data to the Academy, is responsible for ensuring that personal data or other confidential data that the Academy will not need are, as far as possible, omitted or made unreadable and that the confidential data are transferred to the Academy in a safe manner. This is without prejudice to the obligation of the Academy to treat any confidential data provided to it as confidential and to secure such data appropriately.
4. Any obligation of confidentiality shall cease at the moment the information becomes available from public sources. Furthermore, a Party shall be entitled to make confidential information available to public authorities if so, required by law or competent order. In that case, the Party will inform the other Party as soon as possible. The obligations under this article shall continue to apply after termination of the Agreement for whatever reason, for as long as the Party providing the information can reasonably claim that it is confidential.

Article 7. Amendments to these general terms and conditions

1. The Academy reserves the right to modify or supplement these general terms and conditions.
2. Amendments also apply to general terms and conditions already agreed upon, but only if the training (or start of training) concerned takes place more than three (3) months after this date.
3. The Client may cancel participation free of charge within thirty (30) days after notification to him of the intended changes.

Article 8. Applicable law and disputes

1. All legal relationships between the Academy and the Client shall be governed by Dutch law.
2. If any disputes arise from the Agreement that cannot be settled amicably, they will be brought before the competent court in Amsterdam.

Article 9. Other provisions

1. Contrary to article 6:225 paragraph 2 of the Dutch Civil Code, the Academy shall not be bound by any changes made by the Client to the Agreement upon acceptance, even if these changes only differ on minor points from the Agreement that was offered by the Academy.
2. If any provision of the Agreement and/or the general terms and conditions proves to be invalid, this shall not affect the validity of the entire Agreement and/or the general terms and conditions. In such a situation, the Academy and the Client shall agree upon (a) new provision(s) to replace the original Agreement and/or general terms and conditions, which will fulfil the intention of the original Agreement and/or general terms and conditions as much as is (legally) possible.
3. The Client must notify the Academy as soon as possible of any relevant changes in his/her details, such as changes in address and invoicing details, but in any case, on the Academy's first request.