

Delivery Terms Appcademy

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Article 1: Applicability

1.1 These delivery terms are part of every agreement that Appcademy enters into with a client regarding participation in a training. The party entering such an agreement will be referred to as the 'client'. Appcademy is referred to as the 'supplier'. The term 'training' includes courses, training sessions, workshops, advice, masterclasses, symposia, or other meetings aimed at increasing knowledge and/or skills.

1.2 The client's general terms and conditions are only applicable if it has been agreed in writing that these apply exclusively to the agreement between the parties, to the exclusion of Appcademy's delivery terms.

Article 2: Order and Order Confirmation

2.1 A training can be booked via the website, by phone, or by email. For phone or email bookings, the client will receive a registration form and a preliminary appointment confirmation along with the delivery terms. Upon approval, a final appointment confirmation will be sent by email. Open registrants can fill in the registration form on the website and agree to the delivery terms during the booking process. After registration/payment, the invoice and appointment confirmation will be sent to the participant and/or client by email.

Article 3: Cancellation, Rescheduling

3.5 In case of illness or impediment of an instructor, the supplier will, as far as possible, provide an equivalent replacement. If replacement is not possible, the supplier will inform the client as soon as possible and propose alternative dates.

3.5a In the event of illness and/or impediment of an instructor, the client is not entitled to any (damage) compensation. Appcademy will not charge any extra costs for training days resulting from the illness and/or impediment of an instructor.

3.5b A client cannot cancel a training or terminate the agreement early due to the unavailability of an instructor without incurring costs.

3.6 The client can be replaced by another client at no cost, provided this is communicated and approved by the supplier at least 2 weeks before the start of the training.

Article 4: Copyright and Ownership

4.1 The copyright and ownership of the provided training/presentation belong to the supplier. It is not permitted to disclose or reproduce the course material without the supplier's permission.

4.2 Recording part or all of a training in image and/or sound is prohibited.

Article 5: Price

5.1 The published prices are exclusive of any applicable VAT, unless explicitly stated otherwise.

Article 6: Payment Terms

6.1 Payment of invoices (either directly from the supplier or from an intermediary designated by the supplier) must be made without any deduction or discount, either online during booking or within 14 days of the invoice date, unless agreed otherwise in writing.

Article 7: Liability

7.1 The supplier is not liable in any way for any direct and/or indirect damage caused to anyone participating in the training or workshop.

7.2 The supplier is not liable for any consequential damage resulting from the application of the training content by the participant(s).

Article 8: Complaints Procedure

3.1 Before the start of a training, the client (individual) has the right to cancel the relevant training. The client has a 14-day cooling-off period after signing up for the training. This allows the client to cancel the training free of charge within 14 days of registration. This cooling-off period also applies if the participant books the training and the company or employer pays for it. If the company enters into the contract, there is no cooling-off period. Cancellations can only be made in writing (letter or email).

The planned start date and time of the (rescheduled) training are the basis for determining the cancellation costs.

3.2 In case of cancellation as described in article 3.1, the supplier is entitled to charge the client the following costs:

3.2a. up to 3 weeks before the start of the training: no charge;

3.2b. less than 3 weeks before the start: 100% of the training fee;

3.2d. If payment has already been made, the excess amount will be refunded within 10 working days after cancellation.

8.1 The supplier has an adequately publicized complaints procedure and handles complaints according to this procedure.

8.2 Complaints about the execution of the agreement must be submitted to the supplier, fully and clearly described, within 7 days after the client has discovered the defects.

8.3 Complaints submitted to the supplier will be handled confidentially and will be answered within 14 days of receipt. If a complaint requires a foreseeable longer processing time, the supplier will respond within the 14-day period with an acknowledgment of receipt and an indication of when the client can expect a more detailed answer.

8.4 If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute resolution procedure.

3.3 Free rescheduling (i.e., adjusting the agreed date) by the client of a training is possible in writing or by email up to three weeks before the start of the training.

3.4 The supplier has the right to cancel the training without giving reasons. In that case, either a new appointment will be made, or the client will receive a credit note. The supplier has the right to refuse a participant's attendance.

8.5 In case of complaints, the client should first contact the supplier. If the complaints cannot be resolved by mutual agreement, the client can contact SI'BON (www.sibon.nl info@sibon.nl +31(0)252621831). SI'BON is the trade organization for sign companies. SI'BON has a professional council consisting of six sign makers (affiliated with SI'BON) and a SI'BON representative. The Professional Council is an independent institution. The council forms a dispute committee by appointing three independent members from among its members. The dispute committee issues a binding opinion for the parties.

8.6 A complaint does not suspend the supplier's obligations unless the supplier indicates otherwise in writing.

8.7 If the complaint is found to be justified by the supplier, the supplier will, at its discretion, replace the provided services free of charge or refund the costs.

Article 9: Disputes

8.1 Only Dutch law applies to agreements between the supplier and the client.

Article 10: Work Processes and Confidentiality

10.1 All information provided by customers/participants is confidential to the institution, its employees, and instructors. Confidentiality applies if the customer/participant has indicated it or if it is evident from the information that it is confidential.

Privacy Terms

Our website address is www.Appcademy.nl. We consider it important to handle personal data carefully. We comply with privacy legislation requirements. This means that we:

- Clearly state the purposes for which we process personal data through this privacy statement.
- Limit the collection of personal data to only those necessary for the purposes for which they are processed.
- First ask for explicit consent to process your personal data in cases where your consent is required.
- Do not share your data with third parties unless it is necessary to provide the requested service or when we are legally obliged to do so.

- Make arrangements with third parties when we share your data to ensure it is not used for other purposes.
- Take appropriate security measures to protect your personal data and also require this from parties processing personal data on our behalf.
- Respect your right to offer, correct, or delete your personal data upon request.

Providing to Third Parties

We will not provide your data to other parties, unless this is legally required or permitted. For example, it is possible that the police request data from us in the context of fraud investigation. In such cases, we are legally obliged to provide this data.

Profiling and Cookies

When collecting and combining your data, we only use functional cookies and analytical cookies to measure visits. Functional cookies are necessary for the website to function correctly. Analytical cookies allow us to measure website visits. The statistics we collect cannot be traced back to individuals. These data are always used anonymously. We use Adobe Analytics and Google Analytics to gain insights from the data. Analytical cookies are always placed during a visit to our website. We do not provide IP addresses, which are partially shielded according to the AGV standard.

Security and Storage

We take appropriate security measures to limit misuse of and unauthorized access to your personal data. We ensure that only the necessary persons have access to the data, that access to the data is protected, and that our security measures are regularly checked. We do not keep the data longer than necessary. This means that we keep the data as long as necessary to provide the service you requested. Exceptions are data that we must keep longer because the law requires us to do so.

Third-Party Websites

This statement does not apply to third-party websites connected to our website through links. We cannot guarantee that these third parties handle your personal data in a reliable or secure manner. Always read the privacy statement of the respective website before using it for more information on how they handle your data.

Changes

We can change this privacy statement from time to time. Changes will be published on our website. We will never use your data for other purposes without your permission. It is advisable to consult this privacy statement regularly to stay informed of any changes.

Complaints

We are happy to assist you if you have complaints about the processing of your personal data. If you cannot resolve the issue with us, you have the right to file a complaint with the privacy regulator, the Data Protection Authority, under privacy legislation.