

Article 1 Definitions

In these general terms and conditions, the following terms are used with the subsequent substances, unless explicitly stated otherwise.

Future Learning: Future Learning B.V., the user of the general conditions, established at Rechtzaad 15, 4703 RC in Roosendaal, the Netherlands

The Client: the other party

Agreement: the agreement for the services between Future Learning B.V. and the Client

Article 2 General information

1. These terms and conditions apply to every proposal, offer and agreement between Future Learning and the Client to which Future Learning has declared these terms and conditions applicable, insofar as the parties have not explicitly deviated from these terms and conditions in writing.
2. The present conditions also apply to all agreements with Future Learning, for the implementation of which third parties must be involved. Any deviations from these general terms and conditions are only valid if they have been explicitly agreed on in writing.
3. The applicability of conditions regarding purchases and other conditions of the Client is explicitly rejected.
4. If one or more of the provisions in these terms and conditions are invalid or should be annulled, the remaining provisions of these terms and conditions remain fully applicable. Future Learning and the Client will then deliberate in order to agree on new provisions to replace the invalid or annulled provisions, whereby if and for as much as possible the purpose and scope of the original provision will be leading.
5. If Future Learning does not continuously demand strict compliance with these conditions or does not strictly apply the conditions, this does not mean that the provisions thereof do not apply, or that Future Learning would lose the right to some extent to ensure strict compliance with the conditions in other cases to request the provisions of these terms and conditions.

Article 3 Offers and proposals

1. All offers are optional, unless a term for acceptance is stated in the proposal.
2. The proposals made by Future Learning are optional; they are valid for 30 days, unless stated otherwise. Future Learning is only bound by the offers if the acceptance thereof is confirmed by the Client in writing or by e-mail within 30 days, unless indicated otherwise. Future Learning has the right to withdraw offers and proposals, as long as these have not yet been accepted by the other party.
3. The prices in the aforementioned offers and proposals are exclusive of VAT and other government levies, as well as any (external) costs incurred in the context of the agreement, including shipping and administration costs, travel and accommodation costs, etc.
4. If the acceptance deviates (on minor points) from the offer included in the proposal, Future Learning is not bound by this. The agreement will then not be concluded in accordance with this deviating acceptance, unless Future Learning indicates otherwise.
5. A compound proposal does not oblige Future Learning to execute a part of the assignment for a corresponding part of the stated price.



6. Offers or proposals do not automatically apply to future assignments. Verbal commitments only bind Future Learning after they have been explicitly confirmed in writing by Future Learning.
7. Any provided or displayed online price lists and other presented price lists of Future Learning do not count as an offer and are only indicative.
8. Future Learning cannot be held to its proposals or offers if the Client can reasonably understand that the proposals or offers, or a part thereof, contain an obvious mistake or error.

Article 4 Implementation of the agreement

1. Future Learning will implement the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. If a demonstration has been given to the Client or if a model has been provided or if a presentation has been shown, then it will only be provided as an indication, unless it has been expressly agreed that the product or service to be delivered will fully correspond with this.
3. If and to the extent that a proper execution of the agreement requires this, Future Learning has the right to have certain work done by third parties.
4. The Client ensures that all data, of which Future Learning indicates that it is necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, is provided to Future Learning in a timely manner. If the information required for the execution of the agreement is not provided to Future Learning in time, Future Learning has the right to suspend the execution of the agreement and / or to charge the Client for the extra costs resulting from the delay in accordance with the usual rates. These costs may, for example - but not exclusively - consist of already reserved working time or costs already incurred.
5. Future Learning is not liable for damage, of any nature whatsoever, caused by the fact that Future Learning relied on incorrect and / or incomplete information provided by the Client, unless Future Learning should have been aware of this incorrectness or incompleteness.
6. If it has been agreed on that the agreement will be implemented in phases, Future Learning can suspend the implementation of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.
7. If Future Learning or third parties engaged by Future Learning perform work within the framework of the assignment at the location of the Client or at a location designated by the Client, the Client shall provide the facilities reasonably required by those employees free of charge.
8. The Client indemnifies Future Learning against any claims from third parties that suffer damage in connection with the implementation of the agreement which is attributable to the Client.

Article 5 Alteration of the Agreement

1. If, during the execution of the agreement, it appears that for a proper execution it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
2. If the parties agree that the agreement will be altered or supplemented, the time of the completion of the implementation may be affected. Future Learning cannot account for this delay.

3. If the alteration or supplement to the agreement has financial and / or qualitative consequences, Future Learning will inform the Client about this.
4. If a fixed fee has been agreed on, Future Learning will indicate to what extent the change or supplement to the agreement will result in this fee being exceeded.

Article 6 Duration of the contract; Execution time

1. The agreement between Future Learning and the Client entails the duration of an indefinite period of time, unless the nature of the agreement dictates otherwise or the parties expressly agree otherwise in writing.
2. If a period has been agreed on for the completion of certain activities within the term of the agreement, this is never a strict deadline. If the execution period is exceeded, the Client must therefore give Future Learning written notice of default.
3. Future Learning is never liable for delays in its services as a result of the Client not providing timely and / or incomplete information.

Article 7 Fee

1. The parties can agree on a fixed fee upon the conclusion of the agreement.
2. If no fixed fee is agreed, the fee will be determined on the basis of the hours actually spent. The fee is calculated according to the usual hourly rates of Future Learning (a consultation of the most recent price list of Future Learning is possible), valid for the period in which the activities are performed, unless a different hourly rate has been agreed upon.
3. The fee is exclusive of VAT, as are any other cost estimates.
4. Future Learning has the right to interim invoice the outstanding fee and costs. This can occur daily, weekly, biweekly or monthly. Future Learning is also entitled to work at its own discretion on an advance basis, which means that the fee and / or costs (or part thereof, this at the discretion of Future Learning) are charged in advance and work is only started or continued after receiving the advance amounts. If there is a partial / advance payment, Future Learning is therefore entitled to suspend its activities until payments have been received. In this case, Future Learning is also not liable for the (consequences of the) possible delay that this entails.
5. If Future Learning agrees with the Client on a fixed fee or hourly rate, Future Learning is nevertheless entitled to increase this fee or rate by a maximum of 10% per calendar year.
6. Furthermore, Future Learning is entitled to pass on price increases that occur between the time of offer and the delivery with regard to the rates of, among others, software licenses, borrowing costs or other costs that must be incurred for the proper execution of the agreed work in the most recent proposal.
7. In addition, Future Learning may increase the fee if, during the performance of the work, it appears that the originally agreed on or the originally expected amount of work was insufficiently estimated at the conclusion of the agreement. This cannot be attributed to Future Learning, since it is not reasonable to expect Future Learning to perform the agreed work against the originally agreed fee. In that case, Future Learning will inform the Client of the intention to increase the fee or rate. Future Learning will thereby state the increase of the amount of work and the date on which the increase will take effect.

Article 8 Payments

1. Payment must be made within 14 days after the invoice date, in a manner to be specified by Future Learning and in the currency in which the claim is made, unless a different payment



term has been agreed on. Objections to the amount of the invoices do not suspend the payment obligation.

2. If the Client has not paid within the period specified in this article or within a period agreed in writing, the Client will be in default by the operation of law and the Client will pay Future Learning, without further notice or notice of default, a default interest of 1% per due until the date of full payment, unless the statutory interest is higher, in which case the statutory interest applies.
3. In the event of liquidation, bankruptcy, seizure or suspension of payment of the Client, the claims of Future Learning on the Client are fully and immediately claimable.
4. Future Learning has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal sum and the current interest. Future Learning can, without being in default as a result, refuse an offer for payment if the Client designates a different order for the allocation. Future Learning can refuse full repayment of the principal if the outstanding and current interest as well as the costs are not paid.

Article 9 Retention of title

1. All goods delivered by Future Learning, including any designs, sketches, drawings, films, software, (electronic) files, modules, etc., remain the property of Future Learning until the Client has fulfilled all the following obligations under all agreements concluded with Future Learning.
2. The Client is not authorized to pledge the goods falling under the retention of title or to encumber them in any other way.
3. If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the Client is obliged to inform Future Learning of this as soon as can reasonably be expected.
4. The Client obliges himself to insure that the goods delivered are subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and has the obligation to make the policy of this insurance available for inspection upon first request.
5. Goods delivered by Future Learning, which fall under the retention of title pursuant to the provisions of point 1. of this article, may only be resold in the context of normal business operations and may never be used as a means of payment.
6. In the event that Future Learning wishes to exercise its ownership rights referred to in this article, the Client already gives unconditional and irrevocable permission to Future Learning or third parties to be designated by them to enter all those places where the properties of Future Learning are located and to take those properties back.

Article 10 Collection Fees

1. All costs, both judicial and extrajudicial, arising as a result of the collection of the claim, will be assigned to the Client. The extrajudicial collection costs are determined in accordance with the scale described in the Wet Incassokosten. These costs amount to at least 15% of the amount owed by the Client, with a minimum of € 40.
2. If Future Learning has incurred higher costs, which were reasonably necessary, these also qualify for reimbursement.
3. The Client owes interest on the collection costs as referred to in Article 8, paragraph 2.

Article 11 Research, advertisements

1. Complaints about the work performed must be reported in writing by the Client to Future Learning within 14 days after the discovery, and no later than 30 days after the completion of the work concerned. The notice of the deficiency must contain as detailed a description as possible of the shortcoming, so that Future Learning is able to respond adequately. A complaint does not suspend the payment obligation of the Client.
2. If a complaint is justified, Future Learning will still perform the work as agreed upon, unless this has become demonstrably pointless for the Client. The latter must be made known in writing by the Client.
3. If carrying out the agreed work is no longer possible or useful, Future Learning will only be liable within the limits of Article 15.

Article 12 Cancellation

1. Both parties can terminate the agreement in writing at any time.
2. If the agreement is terminated prematurely by the Client, Future Learning is entitled to be compensated for the resulting loss of capacity utilization that can be made plausible, unless there are facts and circumstances underlying the cancellation that can be attributed to Future Learning. Furthermore, the Client is then obliged to pay the invoices for work performed up to then. The provisional results of the work carried out until then will therefore be made available to the Client subject to change.
3. If the agreement is prematurely terminated by Future Learning, Future Learning will arrange for the transfer of work still to be performed to third parties in consultation with the Client, unless the termination is based on facts and circumstances that can be attributed to the Client.
4. If the transfer of the activities entails additional costs for Future Learning, these will be charged to the Client.
5. If applicable, Future Learning will make the data and files that are the property of the Client available digitally no later than one month after the termination.

Article 13 Suspension and termination

1. Future Learning is entitled – without being obliged to pay compensation for any damage – to suspend compliance with the obligations or to dissolve the agreement if:
 - a. The Client does not or not fully comply with the obligations under the agreement.
 - b. After the conclusion of the agreement, Future Learning learns of circumstances giving good reason to fear that the Client will not fulfil its obligations. In the event that there is a good reason to fear that the Client will only comply partially or improperly, the suspension is only permitted to the extent that the shortcoming justifies it.
 - c. At the conclusion of the agreement or subsequently, the Client was requested to provide security for the fulfilment of his obligations under the agreement and this security is not provided or is insufficient.
2. Furthermore, Future Learning is authorized to dissolve the agreement (or cause it to be dissolved) if circumstances arise of such a nature that fulfilment of the agreement is impossible or can't be demanded according to the standards of reasonableness and fairness or if circumstances of that nature arise that cause that the unaltered maintenance of the agreement cannot reasonably be expected.

3. If the agreement is dissolved, the claims of Future Learning on the Client are immediately due and payable. If Future Learning suspends compliance with the obligations, it will retain its rights under the law and agreement.
4. Future Learning always retains the right to claim compensation.

Article 14 Return of items made available

1. If Future Learning has made items available to the Client in the performance of the agreement, the Client is obliged to return the delivered goods within 14 days in their original condition, free of defects and in full. If the Client fails to comply with this obligation, all costs arising from this will be at its expense.
2. If, for any reason whatsoever, the Client still fails to comply with the obligation mentioned under Paragraph 1, Future Learning has the right to recover the resulting damage and costs, including the costs of replacement, from the Client.

Article 15 Liability

1. If Future Learning is liable, then that liability is limited to what is reimbursed by the liability insurance of Future Learning in a specific case.
2. If Future Learning is not (sufficiently) insured in a specific case, then the liability is limited to direct damage only, to a maximum of the invoice amount for the assignment in question, for that part of the assignment to which the liability relates. For an agreement with a duration longer than 3 months, the liability is further limited to the invoice amount for the last 3 months.
3. Direct damage is exclusively understood to mean:
 - a. the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
 - b. any reasonable costs incurred to ensure that Future Learning's poor performance complies with the agreement, unless these cannot be attributed to Future Learning;
 - c. reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.
4. Future Learning is never liable for indirect damage. Indirect damage includes, but is not limited to consequential damage, income damage, lost profit, lost savings and damage due to business stagnation.
5. The limitations of liability for direct damage included in these terms and conditions do not apply if the damage is due to intent or gross negligence of Future Learning.

Article 16 External provider of Future Learning

1. If the Client purchases services that make use of the servers of the (external) provider of Future Learning, the following applies.
2. With regard to the availability of servers, Future Learning is dependent on the cooperation, services and deliveries of third parties, over which Future Learning can exercise little or no influence.
3. For the purpose of periodic maintenance, updates, etc., the provider is entitled to temporarily put the servers (and thus the Client's information) out of use. Client must tolerate any degree of inconvenience.

4. If the servers are put out of use for a longer period of time, Future Learning will, to the best of its knowledge, inform the Client as much as possible and provide information about the expected "down time".
5. Future Learning is never liable for any damage suffered by the Client in connection with the decommissioning of a server or errors by its provider. Future Learning is not liable at all for disruptions in the Client's network.

Article 17 Force majeure

1. Future Learning is not obliged to fulfil any obligation if it is prevented from doing so as a result of a circumstance that is not due to its own fault, and is not for its account under the law, legal act or generally accepted beliefs, in short : in the event of force majeure.
2. In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard by the law, all external causes, foreseen or unforeseen, over which Future Learning cannot have influence, but as a result of which Future Learning is unable to fulfil its obligations.
3. Future Learning also has the right to invoke force majeure if the circumstance that prevents (further) compliance occurs after Future Learning should have met its obligations.
4. Parties can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to terminate the agreement, without obligation to compensate damage to the other party.
5. If, at the time of force majeure, Future Learning has in the meantime partially fulfilled its obligations under the agreement or will be able to meet them, and the part fulfilled or to be fulfilled will have independent value, Future Learning is entitled charge the fulfilled work separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 18 Confidentiality

1. Both parties are obliged to maintain the confidentiality of all confidential information that they have received from each other or from another source in the context of their agreement. Information is considered confidential if this is stated by the other party or if this results from the nature of the information.
2. The aforementioned confidentiality does not apply if, on the basis of a legal obligation or a court decision, one of the parties is obliged to provide confidential information to the court or a body or person designated by the court. The parties can then not claim any fine or compensation from each other.

Article 19 Intellectual property and copyright

1. Without prejudice to the other provisions of these general terms and conditions, Future Learning reserves the rights and authorities that Future Learning is entitled to under the Copyright Act (Auteurswet).
2. Future Learning has the right to – at its own discretion – provide its products delivered to its Client, such as elearning environments and modules, with its own name and / or logo with a link to the Future Learning company page. Future Learning will process this as subtly and stylishly as possible.
3. All documents provided by Future Learning, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended for use by the Client and may not be reproduced or made public, without prior permission from Future Learning. The

documents cannot be brought to the attention of third parties, unless the nature of the documents provided indicates otherwise.

4. Future Learning has the right to use the increased knowledge as a result of the execution of the work for other purposes, provided that no confidential information is disclosed to third parties.
5. The content placed online by the Client will always remain the property of the Client, unless otherwise specified.
6. The Client indemnifies Future Learning against claims by third parties with regard to intellectual property rights on materials or data provided by the Client, which are used by Future Learning in the execution of the agreement. The Client guarantees Future Learning that the data, including – but not limited to – texts, films, photos, music, images, etc., are free of copyright or other intellectual property rights, or at least the Client declares that it is fully and without limitation entitled to, to use the aforementioned data for the assignment given to Future Learning (and the result that ensues). The Client itself is fully responsible for the use, accuracy and lawfulness of the data supplied and / or to be supplied by the Client that is used in the services of Future Learning. If the Client provides Future Learning with information carriers, electronic files or software etc., it guarantees that the information carriers, electronic files or software are free of viruses and defects.

Article 20 Final

1. The Dutch law applies to these conditions and all agreements between the Client and Future Learning, also in all cases in which Future Learning deals with a foreign Client. The Vienna Sales Convention is excluded and therefore explicitly not applicable.
2. The judge in the District of Future Learning has the exclusive jurisdiction to take note of disputes. Nevertheless, Future Learning has the right to submit the dispute to the competent court according to the law.
3. Parties will only appeal to the court after they have made every effort to settle a dispute in a mutual deliberation.
4. These terms and conditions were originally drawn up in the Dutch language. Any other version is only a translation of the original conditions. When explaining the content and the scope of the terms and conditions and the resulting agreements, the Dutch text is therefore always leading.