

Springest Framework Agreement for Online Services



Appendix: General Terms and Conditions of Springest

The Undersigned:

- Springest B.V., with its registered domicile in Amsterdam and its offices at Van Diemenstraat 192, in Amsterdam, The Netherlands (postal code: 1013 CP), legally represented in this matter by Ruben Timmerman, hereinafter referred to as **"Springest"**;

and:

Company Name:		Business Entity:	
Postcode, city:		VATnumber:	
Address:		Chamber of Commerce	

IBAN:	
Legally represented by:	

, hereinafter referred to as: **"Supplier"**,

Hereinafter also to be referred to jointly as **"Parties"**;

Whereas:

- Springest operates an independent Platform via different websites, including www.springest.co.uk, [.com](http://www.springest.com), [.de](http://www.springest.de) and [.nl](http://www.springest.nl) for, among other things, education, training, courses and workshops and offers various Services via that Platform;
- Springest brings Suppliers in contact with potential clients via the Platform;
- The Supplier wishes to offer its product via Springest's Platform and wants to use one or more Services of Springest;
- The Parties wish to document the overarching terms and conditions by means of this framework agreement, subject to which the Supplier will use the Platform and Springest's Services;

- Supplier does not have any obligation to use or pay for Services involved by concluding this agreement. Aforementioned Services are concluded and altered via the Platform and depending on the Services delivered, Supplier must pay for the costs involved.
- After enrolment of a User, Provider guarantees to export the Product in accordance with the offer/description, or that he/she will offer a suitable alternative to the User in question.
- Provider acknowledges that Springest will not become a party in any way to the agreement between the Provider and User with respect to a Product.
- Provider is liable for, and Springest fully indemnifies against, all claims, damages and costs in connection with complaints from Users regarding the Products offered by the Provider and/or the implementation of those Products.

Declare that they have agreed to the following:

1. General

- 1.1. This framework agreement comprises part of the Agreement as defined in the General Terms and Conditions (**Appendix 1**).
- 1.2. The capitalized words in this Agreement are defined in the General Terms and Conditions.

2. Agreement

- 2.1. The General Terms and Conditions apply to and comprise an integral part of this Agreement. These are appended in Appendix 1 and can be read online on <https://www.springest.co.uk/terms-and-conditions-providers>
- 2.2. Any general terms and conditions the Supplier uses are expressly disregarded.
- 2.3. Subject to the terms and conditions agreed in this Agreement and in the General Terms and Conditions, Springest will allow the Product Range of the Supplier on the Platform operated by Springest and give the Supplier access to the Admin in this framework.
- 2.4. In the Admin, the Supplier can select the Services it wishes to purchase. Unless otherwise evident from the Admin, the Supplier can also change and/or cancel Services via the Admin.

3. Start and Duration of the Agreement

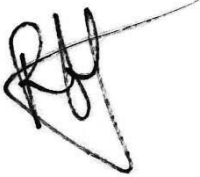
- 3.1. This Agreement takes effect from the time of its signing by the Parties and applies for an unspecified time. Unless expressly stipulated otherwise in the Admin and/or Parties have expressly agreed on a specific period for one or more Services, the Supplier can cancel the Agreement at any time with due observance of a period of notice of one (1) working day. For Springest, a notice period of four (4) weeks applies.
- 3.2. A notice period of four (4) weeks applies for Springest. Notice of termination shall be given in writing, stating the reason for the termination. The Provider can, within the notice period of 4 weeks after notification, respond in writing

to the notice of termination and submit an objection to support@springest.com. Springest will deal with a timely response from the Provider.

4. Closing Provisions

- 4.1. This Agreement is governed exclusively by the law of the Netherlands.
- 4.2. All possible disputes connected with this Agreement will be brought exclusively before the competent court of Amsterdam.

Thus agreed,

Signature:		Signature:	
Company Name:	Springest B.V.	Company Name:	
Name:	Ruben Timmerman	Name:	
Title:	Directeur	Title:	
Date:		Date:	
City:	Amsterdam	City:	

Appendix: General Terms and Conditions of Springest

Springest General Terms and Conditions

These are the General Terms and Conditions (as defined below) of Springest B.V. (hereinafter referred to as “Springest”), having its offices at Van Diemenstraat 192, in Amsterdam, The Netherlands (postal code: 1013 CP) (Chamber of Commerce number 30239037) that apply to the purchase of Services and the use of the Platform as defined below.

We advise you to read these Terms and Conditions carefully so that you know your rights and obligations. Version: 2020-1

1. Definitions

- 1.1. In these General Terms and Conditions, the following terms are capitalised both in singular and plural. These terms are defined as follows:

<i>Additional Costs:</i>	Optional costs a Supplier can add to its Products via the Admin.
<i>Admin:</i>	The closed, personal administration page of the Supplier on the Platform, accessible via http://admin.springest.nl/ or http://admin.springest.co.uk/ or http://admin.springest.de/ by using a user name and password. In the Admin, actions (of administrative nature) can be performed by the Admin user, including – but not limited to – the placement, addition and/or change of the Supplier Page and the Product range, the purchased Services can be changed and/or cancelled and other Services can be purchased.
<i>Advertisement:</i>	A statement with which the Supplier can promote its Product Range on the Platform including – but not limited to – partnerships and sponsoring.
<i>Agreement:</i>	The agreement between Springest and the Supplier regarding purchase of one or more Services as specified further in the Admin and of which these General Terms and Conditions comprise an integral part.
<i>Basic Package:</i>	The Service that consists of the Product and the Product Range of the Supplier described on the Supplier Page on the Platform, without the Supplier buying other Services from Springest.

<i>Buyer:</i>	An organisation (company and/or media partner) at whose request Springest creates a specific Site.
<i>Cancellation:</i>	Cancellation of an Enrolment by the User via the Site.
<i>Cancellation conditions:</i>	Conditions relating to the Cancellation of the Enrolment for a Product.
<i>Content:</i>	All information, data or files that the Supplier makes available via the Platform, including – but not limited to – company information, the Product Range and Testimonials.
<i>Database:</i>	The collection of Suppliers' Pages, Reviews, Testimonials and other Content created by Springest that is published via the Platform.
<i>Enrolment:</i>	the purchase of a Product by a User using the Platform, by filling in the required fields and agreeing to the applicable General Terms and Conditions, as well as the purchase by a User of a Product from the Provider itself when Springest has demonstrably contributed to the Enrolment and there has been repeated contact between Springest and User regarding the Product purchased.
<i>Fee:</i>	The amount for which Springest sends the Supplier an invoice for Services purchased.
<i>General Terms and Conditions:</i>	These General Terms and Conditions of Springest, that comprise an inseparable part of the Agreement.
<i>Guarantee:</i>	Service called 'Money Back Guarantee', which the Supplier can purchase via the Admin and which entails that under certain conditions, Users can receive a refund if they do not like a Product they purchased.
<i>Intellectual Property Rights:</i>	All intellectual property rights and rights associated therewith such as copyrights,

trademark rights, database rights and neighbouring rights, as well as rights to knowhow and online presentations.

<i>Leads:</i>	The Service consisting of the Basic Package, supplemented by the possibility that Users can request information (such as the brochure) from the Supplier on the Supplier Page on the Platform, after which the Supplier receives the contact information of the User. In addition, Users can also submit a request for an incompany process via the Platform. The contact information of the Lead is also a Lead and can be purchased by the Supplier via the Admin.
<i>Media partners:</i>	Third parties, such as websites, professional journals or weblogs showing career-related contents, with whom Springest entered into an agreement on the cross-posting of the Product Range.
<i>Party:</i>	A Party (the Supplier and/or Springest) to these General Terms and Conditions.
<i>Payment provider:</i>	Provider of electronic payment services.
<i>Platform:</i>	All Sites and all underlying pages, including all Supplier Pages.
<i>Product Range:</i>	The description, price, conditions and other information regarding Products that are offered by the Supplier.
<i>Products:</i>	The products and/or services offered by the Supplier including – but not limited to – courses, training programs and/or workshops and corresponding materials and information.
<i>Review:</i>	A review written by a User regarding the Supplier's Product which is posted on the Platform.
<i>Service:</i>	One or more services of Springest that the Supplier purchases by means of the Admin and that are covered by the Agreement,

including – but not limited to – the Basic Package, Leads and Enrolments.

Site Agreement:

If the Content of Springest is displayed on a Site for which the Buyer has made specific agreements with the Supplier, these agreements must be specified in a separate agreement regarding the display of the Product Range of the Supplier in the Site and the terms and conditions that apply to this.

Site:

A website managed by or affiliated with Springest such as – but not limited to – springest.nl, springest.de, springest.co.uk, websites with limited access for the employees of a Buyer, websites for media partners and other websites that use the Springest API. A Site can be integrated into the intranet of a Buyer, designed in the style desired by the buyer and also can contain the Buyer's own range. The Buyer can also opt to make a selection from the Product Range to be displayed.

Springest:

Springest B.V.

Supplier Page:

The space on the Platform (i) on which the company information of the Supplier, the Product Range and any Testimonials are visible and accessible to Users of the Platform, (ii) where Users can request information and (iii) where Users can register for one or more of the Supplier's Products.

Supplier:

The natural person or company with whom Springest enters into an Agreement for the use of the Platform and/or the purchase of one or more Services.

Training agreement:

the agreement between the User, Springest or the Buyer and the Provider concerning an Enrolment completed using the Platform.

User:

A person who visits the Platform, can

request information regarding and/or can register for the Product Range of one or more Suppliers and can post Testimonials.

View (or: Impression)

A User looking at an Advertisement.

2. General

- 2.1. These General Terms and Conditions shall apply to every quote and tender by Springest and any use of the Services of Springest as well as the use of the Platform.
- 2.2. Springest reserves the right to change or supplement these General Terms and Conditions. Changes will also apply to Agreements already concluded with due observance of a period of thirty (30) days after notification of the change to the Provider by electronic newsletter. If the Provider does not wish to accept a change to these General Terms and Conditions, it may terminate the Agreement immediately in writing by email to support@springest.com. If the Provider places a new Product Offer on the Platform after these General Terms and Conditions have been amended and/or supplemented, the Provider thereby irrevocably accepts the amended and/or supplemented General Terms and Conditions.
- 2.3. The Supplier is not entitled to transfer all or part of the Agreement and/or obligations ensuing therefrom to a third party. Springest is entitled to transfer all or part of its rights and/or duties under the Agreement to a third party, or to engage a third party for execution thereof.
- 2.4. Should these General Terms and Conditions be or become partially invalid, the Parties shall remain bound by the remaining portion. Springest shall replace the invalid portion with stipulations that are valid and that as closely approximate the legal consequences, in terms of content and purport of these General Terms and Conditions, of the invalid portion as possible.

3. Conclusion of the Agreement

- 3.1. All tenders and offers made by Springest are free of obligation. Springest reserves the right to refuse an order from the Supplier without providing reasons.
- 3.2. An Agreement originates by the (digital) signing of the Agreement by both Parties.
- 3.3. All information provided by Springest with respect to its Services and Platform (and their operation), including but not limited to prices, quantities, quality and functionality is provided to the best of its knowledge. The information provided in the order confirmation on the Admin is leading. Springest is not responsible for any decision whatsoever made on the basis of information received by the Supplier as part of the Agreement.
- 3.4. Springest will not compete with Providers by offering Products itself, with

the exception of Products related to Springest and the working methods used by Springest

4. Services and Admin

- 4.1. Depending on the Services chosen by the Supplier, it can receive these for free or purchase them in exchange for payment. The (free) basic package can be supplemented by (paid) Services. The different Services and corresponding terms and conditions and prices are stated on the Admin.
- 4.2. Springest will give Admin access to the Supplier during the term of the Agreement. The Supplier will designate one or more Admin Users who have access to the Admin. The Supplier is fully responsible and liable for all actions performed with the help of the Admin.
- 4.3. Admin users are not permitted to create a user account with a general email address. Each user account must be linked to a personal email address.
- 4.4. The Supplier is responsible for keeping the user name and password provided safe and private. The Supplier is not permitted to provide or transfer this information to third parties, besides Admin Users. The Supplier must notify Springest if the Supplier has a suspicion that a user name and/or password has fallen into the hands of unauthorized persons.
- 4.5. Springest can assume that those who register as a Supplier are also the actual supplier of the relevant Product Range. The Supplier is liable for any use – whether or not by third parties – that is made via the user name and the password of the Admin, as well as for the damage ensuing from any unauthorized access to or use of the Admin by third parties.
- 4.6. In the Admin, the Supplier has the possibility to add to, change and/or delete (parts of) the Supplier Page, in respect of the company information and Product Range of the Supplier.
- 4.7. In the Admin, the Supplier can purchase, change and/or cancel different Services of Springest. The terms and conditions for each Service subject to which Springest offers that Service are indicated. The Supplier can purchase the Service by following the relevant process in the Admin. The Supplier can also directly contact Springest to request or conclude certain Services.
- 4.8. The Supplier is free to cancel the Agreement (in part) with observance of one (1) day's notice unless expressly stipulated otherwise on the Platform and/or in the Admin and/or Parties have expressly agreed on a specific term for one or more Services.
- 4.9. Springest only processes personal data of the Provider to grant access to the Admin and to inform about news and developments related to Springest. Provider can invoke his/her rights under the General Data Protection Regulation (GDPR) at any time. Springest undertakes to take appropriate measures to adequately secure the Provider's personal data.

5. The Supplier Page

- 5.1. Using the Admin, the Supplier fills the Supplier Page with relevant Content, such as company information and the Product Range. Springest can set guidelines and/or give instructions in respect of the Content. The Supplier is required to follow these guidelines and/or instructions.
- 5.2. The Supplier is required to provide all relevant company information and to describe the Product Range completely, truthfully and to keep the information up to date at all times:
 - 5.2.1. The Provider is obliged to state in full the prices and compulsory costs where applicable, including – but not limited to – lunch fees, books, registration fees, the costs of paying in instalments, as well as other essential information for the Products offered, including VAT and other government levies.
 - 5.2.2. All non-mandatory fees, for example - but not limited to - an optional overnight stay or teaching materials that can be bought elsewhere, should be disclosed by Provider in the designated space by Springest.
 - 5.2.3. Supplier shall disclose all VAT rates and variants, so that all the different users, including individuals, businesses, organizations at home and abroad see the prices applicable to them.
- 5.3. The Supplier must refrain from unauthorized use of the Supplier Page and will act in a manner befitting a careful, responsible Supplier. In any case, unauthorized use will be considered - but not limited to - referral to the Supplier's website, or the provision of other contact details, on the Product Range as on the Supplier's page.
- 5.4. The Supplier must always ensure that it makes a backup of its Content.
- 5.5. Springest is not responsible for the Content that is made public for the benefit of the Supplier – whether or not by means of the Supplier Page – and does not check this for accuracy and/or completeness.
- 5.6. The Supplier ensures that all Content, that is made public – whether or not by means of the Supplier Page:
 - 5.6.1. is accurate, complete and up to date;
 - 5.6.2. meets all applicable regulations and laws and standards and codes of conduct accepted which are common practice in the education and training industry;
 - 5.6.3. does not contain any (sexually) intimidating, insulting, discriminatory, hindering or otherwise controversial messages;
 - 5.6.4. is not misleading in any way for Users;
 - 5.6.5. does not violate (intellectual property) rights or the privacy of Springest and/or third parties; and
 - 5.6.6. is not unlawful or harmful to third parties or Springest.
- 5.7. Springest reserves the right to refuse, modify or remove Content, to block the Provider's access to the Admin and/or to block the Provider's page for Users or third parties if the Provider acts contrary to the provisions of Articles 5.6.1 through 5.6.6. If Springest does so, this will not result in any right of the Provider to compensation and/or liability of Springest. If Springest makes use of its rights, they shall immediately inform the Provider in writing that it has decided to do so and for what reasons. The Provider can respond in writing within 30 days after the decision and submit

an objection to support@springest.com. Springest will consider a timely response from the Provider.

- 5.8. Supplier is free to set the prices on both the Product Range as on the Supplier's Page. The maximum price of the offered Product should in any case not exceed the maximum price of the product offered on the Provider's website during the period that the product is offered on the Platform.

6. Distribution channels

- 6.1. The Provider's Products can be offered through various distribution channels. The distribution channels can be divided into the following categories:
 - 6.1.1. A public Springest Site (present in various countries);
 - 6.1.2. Go Basic platforms: these are platforms that automatically display all Products that are on the public Springest Site and for which the subscription option has been activated;
 - 6.1.3. Go Enterprise platforms: these are platforms that can select and offer the Products that are on the public Springest Site;
 - 6.1.4. Media partners: these are Springest partners who can fill their distribution channels such as websites and trade journals with the Products offered on the public Springest Site and for which the subscription option has been activated;
 - 6.1.5. In the Admin, the Provider can see through which distribution channels the Products are offered. The Provider can submit a request to Springest to adjust the distribution channels. The offer through the respective distribution channels may be subject to conditions.

7. Enrolments

- 7.1. The Enrolments are delivered to the Provider through the Springest Admin. Springest sends an automatically generated confirmation email for and on behalf of the Provider.
- 7.2. From the moment an Enrolment is made, Springest acts exclusively as an (administrative) intermediary in the relationship between the Provider and the Buyer or User with respect to the delivery, implementation and payment of the Product purchased by the Buyer or User, with the exception of Enrolments as referred to in Article 7.4.7...:
- 7.3. For all Enrolments, including Enrolments as referred to in Article 7.4.7., the Buyer or User, and not Springest, is responsible for the (timely) payment of the invoice of the Provider in accordance with Article 7.4.3.
- 7.4. For Enrolments by Users from Buyers the following extra conditions apply:
 - 7.4.1. The Supplier must upload the invoice for the purchased Product with the pertaining conversion via the Springest Admin.
 - 7.4.2. The invoice is only accepted and paid if the amount is exactly the same as the amount for the Product stated by the Supplier on Springest and if the invoice states the Springest enrolment number. The Supplier is

- required to supply the Product, or a fully-fledged alternative, or to cancel the purchase free of charge if this proves impossible.
- 7.4.3. A payment period of 60 days applies from the time the invoice is correctly uploaded into the Admin.
 - 7.4.4. The Supplier must adjust the status of the Enrolment in the Admin in order to be kept informed of the processing of the Enrolment.
 - 7.4.5. If the User obtained a certificate after completion of the Product, the Supplier must upload the certificate in the Springest Admin.
 - 7.4.6. If other conditions have been agreed and accepted via the services page in the Admin, those conditions will prevail over this article.
- 7.5. For a number of Buyers, Springest concludes Training Agreements in its own name and for its own account. This type of buyer can be recognised by the fact that 'Springest BV' is indicated under an Enrolment in the Admin. For Enrolments by Users of these Buyers, the following terms and conditions apply in addition to Articles 7.1, 7.3 and 7.4.
- 7.5.1. The Provider must upload the invoice for the purchased Product in accordance with 7.4.1 on the Springest Admin, but address it to Springest.
 - 7.5.2. Payment in accordance with 7.4.3 depends on (timely) payment to Springest by the Buyer. Any damage suffered by the Provider as a result of the late or non-timely payment by the Buyer to Springest must be recovered from the Buyer, unless the late or non-timely payment of the Buyer to Springest is directly attributable to Springest.
 - 7.5.3. In the event of late or non-timely payment by the Buyer, Springest will make every effort to collect the outstanding amount from the Buyer, or to transfer the claim against the Buyer to the Provider.
 - 7.5.4. The fact that Springest concludes Training Agreements in its own name and at its own expense does not detract from the fact that the Provider is liable towards the Buyer for the quality of the content of the learning products delivered by the Provider.

8. Reviews

- 8.1. The Supplier acknowledges and accepts that Reviews originate from Users and that these are an expression of personal opinions and Reviews of these Users. Springest is not responsible for the origin, content or any consequences of these Reviews.
- 8.2. Before Reviews are posted on the Platform, the editors at Springest perform a limited check of, among other things, the posting of redundant Reviews, and to prevent fraud and/or to prevent Reviews containing offensive content. Springest does not check the accuracy of the Reviews, however, nor the origin and/or identify of the User. Springest will not make a distinction between positive and negative Reviews.
- 8.3. The Supplier is not permitted without the permission of Springest to quote, use or disseminate Reviews.

9. Springest Go

- 9.1. Springest offers Buyers the possibility to buy the "Springest Go" Service, with which the Buyer can integrate the Database (in full or part) with its own intranet to create its own closed Site in the style and design desired and with the Products it has selected.
- 9.2. Customers may apply different or additional conditions with regard to the Product Offer on their Site. Providers must accept these terms and conditions in the Admin before they can publish their Product Offer on that Site.
- 9.3. In the event of contradictions with the General Terms and Conditions, the conditions accepted in the Admin take precedence.
- 9.4. The Supplier guarantees that the Site Agreement will not contain any provisions that violate these General Terms and Conditions and/or the applicable laws and regulations, as well as that they do not (and cannot) inflict any damage on Springest and/or its affiliates.

10. Availability and Properties

- 10.1. The Supplier accepts that Springest offers the Platform and Services on the basis of a best effort obligation and that the Platform and the Service(s) contain only the functionalities and other properties as it finds on the Platform and/or Service at the time of use (on an "as is" basis). Springest rules out explicit and implicit guarantees, pledges and indemnifications of any nature whatsoever, including but not limited to guarantees, pledges and indemnifications in respect of the quality, safety, lawfulness, integrity and accuracy of the Platform and the Service, unless stipulated otherwise in these General Terms and Conditions.
- 10.2. Springest does not guarantee that the Supplier Page will always be available uninterruptedly or fully. Springest reserves the right to (i) block or (temporarily) decommission the Admin without notice, Supplier Page and/or the Platform for the benefit of maintenance, modification or improvement of (the software of) the Admin, Supplier Page and/or Platform and (ii) to change, expand, eliminate or otherwise change sections of the Admin, Supplier Page and/or de Website.
- 10.3. The Supplier is responsible itself for the purchase and/or proper functions of the infrastructure and sound telecom facilities (including an Internet connection) that are necessary for the use of the Platform and Service(s).
- 10.4. Because (the software of) the Supplier Page and Platform are intended for use by multiple Suppliers, the Supplier acknowledges and accepts that it is not possible to make or refrain from making changes or improvements for the benefit of specific Suppliers.
- 10.5. Springest is not liable for damage as a consequence of the (temporary) unavailability of the Admin, Supplier Page and/or Platform, regardless of the cause.

11. Compensation and Payment

- 11.1. For each Service that is purchased by the Supplier from Springest as part of this Agreement the applicable rates are the rates that are used by

- Springest at that time and indicated in the Admin, unless otherwise agreed between the Parties.
- 11.2. Payment is made by direct debit , unless the Parties agree otherwise.
 - 11.3. Springest reserves the right to change the rates for one or more Services. The Supplier will be notified of this. In that case, the Supplier is free to terminate the Agreement in respect of those Services and to repurchase or not repurchase the relevant Services for payment of the changed price.
 - 11.4. All rates are in GBP, exempt from VAT and are always invoiced after the fact on a monthly basis unless expressly agreed otherwise.
 - 11.5. The Supplier will be exempt from VAT (Reverse Charge in accordance with Council Directive 2006/112/EC, article 196). However, 21% VAT will be charged when the Supplier falls below the VAT threshold or if office is based in The Netherlands and holds a Dutch VAT number.
 - 11.6. The Supplier is required to pay invoices within fifteen (15) days after the invoice date unless expressly stated otherwise. The Supplier is not entitled to apply any discount. The Supplier is not entitled to set-off or suspension of any payment.
 - 11.7. Springest has the right to suspend or (temporarily) restrict the services provided to the Provider and/or the access to the Admin if the Provider fails to meet its payment obligations. If Springest does so, it shall immediately inform the Provider in writing that it has decided to do so and for what reasons. The Provider can respond in writing within 30 days of the decision and submit an objection to support@springest.com. Springest will deal with a timely response from the Provider.
 - 11.8. Springest is free to suspend, restrict (temporarily) or discontinue the service to the Supplier and/or access to the Admin if the Supplier does not meet its payment obligations.
 - 11.9. If Springest decides to take collection measures, the costs associated therewith, both legal and extrajudicial, are for the account of the Supplier. The extrajudicial amount to at least 15% of the main overdue amount, but with a minimum of £250, excluding VAT.

12. Cancellation by User

- 12.1. In the event of Cancellation of the Enrolment for the Product by the User, the General Terms and Conditions of the Provider will apply, if they were visible on the Platform at the time of purchase and accepted by the User, unless otherwise agreed in the Admin and subject to the provisions of the following paragraph 12.2.
- 12.2. When the User (if a consumer) wishes to cancel the Enrolment after the Product has commenced, this shall be an interim cancellation of an agreement for an order, to which the provisions of Article 7:400 of the Dutch Civil Code apply. In such a case, Provider shall only charge User a reasonable part of the costs incurred up to the time of the notification and shall repay the remaining amount to User within thirty (30) days of the notification. It is up to the Provider to substantiate these costs. User shall never owe any compensation for the premature termination of the Agreement.

- 12.3. Springest does not cancel the User's Enrolment itself, except in exceptional cases and up to 30 days after the start of a Product.

13. Money Back Guarantee

- 13.1. If the User makes a claim under the Guarantee, the Supplier will be obliged to transfer the full amount for the Product to Springest, after which Springest will credit the Fee to the Supplier. Additional Costs do not come under the Guarantee.
- 13.2. The Supplier activates the Guarantee itself via the Admin as described in Article 4.6 of these General Terms and Conditions.
- 13.3. Springest reserves the right to determine for which Products the Guarantee can be purchased.

14. Direct Payment for Products via Springest

- 14.1. Provider can indicate in the Admin that direct payments through Springest are permitted for certain Products. User pays for the Products ordered by means of the Platform.
- 14.2. Direct payment through Springest for Products is a service that is not available for Springest Go.
- 14.3. Springest shall pay the payments received from Users, after expiry of the revocation period and cancellation period applicable to User, to Provider on a monthly basis after deduction of administration costs.

15. Ranking search results

- 15.1. The ranking of the search results on the public Springest Site is determined entirely by algorithms. The following parameters are relevant for the algorithms:
 - 15.1.1. the completeness of the information: the more complete the information is, the higher the ranking of the Product will be;
 - 15.1.2. the Reviews of current and former participants: the more and higher the ratings, the higher the Product will be ranked;
 - 15.1.3. Enrolment possibilities: if the User can directly register for the Product or request information, the Product will be ranked higher.
 - 15.1.4. relevance: the better the description of the Product matches the search, the higher the ranking of the Product will be;
 - 15.1.5. findability: if the subject of the Product appears in the title of the Product, the Product will be ranked higher when searching for the subject in question;
- 15.2. The extent to which these parameters influence the ranking may vary per search query. The relative importance of the parameters in relation to each other is automatically adjusted based on the potential results, which means that the exact weighting of each parameter cannot be accurately presented.
- 15.3. Providers cannot directly influence the ranking of search results through payment. The Product for which a direct enrolment or requesting information can be done through

- 15.4. Springest will be ranked higher than a Product for which these options are not available. The aforementioned options are services for which the Provider pays Springest.
- 15.5. Springest reserves the right to manually modify or remove irrelevant links between a Product and a subject.
- 15.6. Go Enterprise platforms, as described in Article 6.1.3, can influence the ranking of the search results themselves. They can ensure that their preferred suppliers are ranked higher in the search results.

16. No differential treatment

- 16.1. Springest can offer its own Products on the Platform.
- 16.2. Springest treats the Products it can offer the same as the Products of the Providers. There will be no differential treatment between the Products offered by Springest or by Providers.

17. Guarantees and Indemnification

- 17.1. The Supplier undertakes visàvis Springest that it is entitled to use the Platform and Service(s) and that it will act in accordance with the Agreement.
- 17.2. The Supplier is liable towards Springest for, and indemnifies Springest fully, against all damage and costs that Springest makes, incurs or suffer as a result of (i) an attributable deficiency in the compliance with these General Terms and Conditions by the Supplier, (ii) any action by the Supplier in the use of the Platform and/or one or more Services or (iii) an unlawful act. All expenses and damage incurred by Springest in any way connected to such claims will be compensated by the Supplier.
- 17.3. The Supplier guarantees that the Content that it shares via the Platform is unencumbered and not subject to any intellectual Property Rights of others, as well as that the Content does not infringe upon or violate or infringe any right of third parties and that the use thereof is not otherwise unlawful visàvis third parties.
- 17.4. The Supplier guarantees that it will provide the Product after a User signs up for it in accordance with the offer/description, or that it will offer a suitable alternative to the relevant User. The Supplier acknowledges that Springest will in no way become a Party to the agreement between the Supplier and the User in respect of a Product.
- 17.5. The Supplier is liable for and fully indemnifies Springest against all claims, damage and expenses in connection with complaints of Users in respect of Products and/or their performance by the Supplier.

18. Liability

- 18.1. The liability of Springest by virtue of the Agreement is limited to direct damage and subject to a maximum amount of €10.000,- per instance of damage.

- 18.2. Direct damage will exclusively mean:
 - 18.2.1. material damage to goods;
 - 18.2.2. reasonable expenses incurred to prevent or limit direct damage that can be expected as a consequence of the event to which the liability applies;
 - 18.2.3. reasonable expenses incurred to determine the cause of the damage, the liability, the direct damage and the method for remediation.
- 18.3. Springest is never liable for any indirect damage including but not limited to consequential damage, loss of profits, missed savings and damage to or loss of data. Any other or further reaching liability than that stated in these General Terms and Conditions is ruled out.
- 18.4. The limitation of liability included in this article does not apply in the case of intent or deliberate recklessness by Springest itself or its management.
- 18.5. A requirement for the constitution of any right to damages is always that the Supplier must report any damage as soon as possible after it happens in writing to Springest. Any claim for damages from Springest lapses by the mere expiry of twelve (12) months after the origination of the claim.

19. Intellectual Property Rights

- 19.1. All Intellectual Property Rights that apply to the Platform, Admin and Database rest exclusively to Springest or its licensees. Nothing in this Agreement constitutes transfer of any Intellectual Property Rights to the Supplier.
- 19.2. Subject to the conditions set out in these General Terms and Conditions, Springest gives the Supplier a limited, personal, revocable, nonexclusive, not sublicensable and non-transferable right to access and use the Platform, including the Admin and the Database, insofar as necessary in the context of the Agreement. Expressly not included under this license is the right to copy and/or publish elsewhere information received, the Admin and/or Database by Springest.
- 19.3. The Provider grants Springest permission to use the Provider's Content for the implementation of this Agreement and Services, including publication with Media Partners.
- 19.4. The Supplier is expressly prohibited from downloading, copying, changing, reverse-engineering, disclosing or use for any other purposes besides those stated in these General Terms and Conditions any information made accessible via the Platform, Database, Admin, or a Service, including Content of other Suppliers, unless Springest or the beneficiary in question has given its permission or compulsory Dutch law permits such use.
- 19.5. The Supplier will not perform any actions that can infringe on the Intellectual Property Rights of Springest such as registering domain names, brands or Google AdWords that resemble or are identical to any object in respect of which Springest has Intellectual Property Rights or to request or re-use substantial portions or to repeat and systematically request or reuse nonsubstantial portions of the Database.
- 19.6. The removal, rendering illegible, concealment or alteration of notices or

statements regarding Intellectual Property Rights are prohibited.

20. Personal data

- 20.1. For Springest, the protection of personal data is an important part of its services. Springest processes and protects all personal data it collects in line with the relevant privacy legislation. More information can be found in the Springest privacy policy.
- 20.2. Within the framework of the Agreement, Springest shares personal data of the User with the Provider. With regard to this personal data, both Springest and the Provider are controllers within the meaning of the General Data Protection Regulation (GDPR). Both parties decide independently on the objectives and means of the processing they carry out and are each responsible for compliance with the GDPR in that respect.
- 20.3. Provider is the Controller with regard to User's personal data from the moment that Provider receives (access to) User's personal data from Springest. Springest remains at all times Controller for User's personal data for as long as the data is stored on Springest's servers, and for all processing of that data by Springest, including the sharing of the personal data with Provider.
- 20.4. In accordance with Article 32 GDPR, Parties undertake to take appropriate measures to protect personal data processed by them. Upon request, the Parties will inform each other of the measures taken.
- 20.5. In accordance with Articles 13 and 14 GDPR, the Parties agree to inform the User independently about their own processing of the User's data, including but not limited to the right to inspect, rectify, limit or erase his or her personal data and the retention periods of that data observed by each Party.
- 20.6. User can exercise his/her rights under the GDPR with respect to and towards both Parties. If Springest or Provider is of the opinion that this request can be better handled by the other Party, the User will be informed thereof and if necessary referred to the other Party.
- 20.7. Springest reserves the right to remove User's personal data from the Admin. Provider itself is responsible for storing the User data it needs for its administration and work in its own environment/administration.
- 20.8. If necessary and where reasonably possible, Parties will assist each other in the performance of their obligations under the GDPR and these General Terms and Conditions.

21. Data

- 21.1. By using the Services of Springest and accepting the General Terms and Conditions, Springest receives access to:
 - 21.1.1. all data shared by the Provider in the Admin and on the Provider Page, such as the Company's business data, the Product Information and the invoices;

- 21.1.2. all data provided by the User to the Provider by means of the Platform, such as requests, contact details and Reviews.
- 21.1.3. all data generated during the sale of the Products and use of the Services, such as metadata and statistics on conversions, purchase of the Products, scores of Products as compared to other similar Products, the requests, the clicks, the Reviews, locations and search terms.
- 21.2. All Springest employees have access to the data specified in Articles 21.1.1 to 21.1.3, with the exception of the financial data, such as the Provider's invoices. Only employees with a financial role within Springest have access to the financial data.
- 21.3. The Provider shall have access to all data referred to in Articles 21.1.1 to 21.1.3 which is provided or generated or obtained by the Provider itself through the offering of its own Products and the use of the Services. The Provider shall not have access to data of other Providers, with the exception of the data referred to in Article 21.5.
- 21.4. The Provider can create various roles in the Admin and assign them to employees. The role determines to what data of the Provider the employee has access.
- 21.5. Springest wants to achieve transparency regarding trends such as the wishes and needs of the User in the market in which it operates. For this reason, it will make the metadata and
- 21.6. statistics, as described in Article 21.1.3, publicly available to the Providers and third parties
- 21.7. as much as possible. These data cannot be traced back to the individual Providers. The data will be made publicly accessible, among other things, by means of: <https://trends.springest.com/>.

22. Force majeure

- 22.1. In the event Springest is prevented by *force majeure* from carrying out the Agreement, Springest is entitled to suspend the performance of the Agreement for the duration of the hindrance or to cancel the Agreement without being bound to pay Supplier any compensation or damages.
- 22.2. *Force majeure* on the side of Springest shall also mean deficiencies of third parties hired by Springest, strikes, business disruptions, fire, flooding, interruption or disruptions of energy and/or telecommunications.

23. Termination, dissolution and suspension

- 23.1. The Provider can terminate the Agreement at any time subject to one (1) working day's notice.
- 23.2. Springest has a notice period of four (4) weeks. Notice of termination shall be given in writing, stating the reason for the termination. The provider can, within the notice period of 4 weeks after notification, respond in

- writing to the notice of termination and object at
- 23.3. support@springest.com. Springest will deal with a timely response from the Provider.
 - 23.4. Each Party is entitled to dissolve the Agreement extrajudicially if the other Party fails imputably in the fulfilment of essential obligations under the Agreement and this is not remedied within a reasonable period of time, after having been duly given notice of default in writing.
 - 23.5. Each Party is entitled to dissolve the Agreement effective immediately, by means of a letter addressed to that effect, if: (i) the other Party is granted provisional or final suspension of payments, (ii) the other Party is declared bankrupt, (iii) all or part of the other Party's assets are seized and/or (iv) the other Party is wound up or otherwise ceases its activities.
 - 23.6. In case of dissolution of the Agreement, no reversal shall be effected of what Springest has already delivered and/or has performed and the payment obligations in respect of them. Amounts that Springest has invoiced before the dissolution in connection with what Springest has already satisfactorily performed or delivered in fulfilment of the Agreement shall remain payable in full in consideration of what is stipulated in the previous sentence, and are immediately due at the time of dissolution.
 - 23.7. Termination of the Agreement, for whatever reason, does not detract from the obligation of the Supplier to comply with any agreement with User(s).
 - 23.8. After termination of the Agreement, Springest remains entitled to use the name of the Provider and the name of the Products offered in the past and the logo of the Provider, insofar as reasonable in the context of Springest's services to Users.
 - 23.9. Provisions that, according to their nature, are intended to persist after the termination or dissolution of the Agreement shall remain fully in force after termination.
 - 23.10. In addition to other (legal) resources at Springest's disposal, Springest is always entitled, if it has grounds to do so, at its discretion, without having to provide reasons and without advance explanation to limit, suspend or decommission the service provided to Supplier and/or access to the Admin (temporarily), to remove the Content posted by the Supplier, to issue a warning, in particular – but not limited to – if:
 - 23.10.1. the Supplier acts in violation of these Instructions for Use;
 - 23.10.2. Springest is of the opinion that actions of the Supplier can cause damage or liability to Users, third parties or Springest. Springest will not be liable in any case as a result of this.
 - 23.10.3. If Springest makes use of its rights referred to in Articles 23.9.1 to 23.9.2, it shall immediately inform the Provider in writing that it has decided to do so and for what reasons. The Provider can respond in writing within 30 days of the decision and submit an objection to support@springest.com. Springest will deal with a timely response from the Provider.

24. Help desk and complaints

- 24.1. The Springest help desk is happy to help the Provider. The help desk can be reached by telephone, email and online chat. The contact details of the help desk can be found in the Admin of the Provider.
- 24.2. Should the Provider have a complaint, please let Springest know. The Provider can send the complaint to support@springest.com to be processed. The more concretely the complaint is described, the better Springest will be able to propose a solution. Springest endeavours to respond substantively by email within five working days of receipt. If Springest needs more time, Springest will also inform the Provider by email.

25. Applicable law & disputes

- 25.1. The Agreements between Springest and Supplier, any pursuing agreements as well as these General Terms and Conditions are governed exclusively by the law of the Netherlands.
- 25.2. All possible disputes connected with the in clause 18.1 mentioned agreements will be brought exclusively before the competent court of Amsterdam.