



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. Addendums 1 and 1a are part of these General Terms and Conditions.

Version: 2018-1

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:

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.

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.

Admin: 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>Buyer:</i>	An organisation (company and/or media partner) at whose request Springest creates a specific Domain.
<i>General Terms and Conditions:</i>	These General Terms and Conditions of Springest, that comprise an inseparable part of the Agreement.
<i>Cancellation:</i>	Cancellation of an Enrolment by the User via the Domain.
<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>Payment provider:</i>	Provider of electronic payment services.
<i>Admin User:</i>	The person working at the Supplier's who is authorized to log into the Admin.
<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>Clicks:</i>	The clicking by a User on a link or Advertisement that leads to the Supplier's website. If the same User clicks multiple times in one month to the Supplier's website, Springest will only charge the price for one Click.
<i>Database:</i>	The collection of Suppliers' Pages, Reviews, Testimonials and other Content created by Springest that is published via 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, Clicks, Leads and Enrolments.
<i>Domain:</i>	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 Domain 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.

Domain Agreement:

If the Content of Springest is displayed on a Domain 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 Domain and the terms and conditions that apply to this.

Review:

A review written by a User regarding the Supplier's Product which is posted on the Platform.

Additional Costs

Optional costs a Supplier can add to its Products via the Admin.

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.

Guarantee:

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.

Intellectual Property Rights:

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.

Enrolment

The purchase of a Product by a User via the Platform, by filling in the necessary fields and agreeing to the applicable General Terms and Conditions.

Fee

The amount for which Springest sends the Supplier an invoice for Services purchased.

Leads:

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>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>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>Platform:</i>	All Domains 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>Springest:</i>	Springest B.V.
<i>View (or: Impression)</i>	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 amend or supplement these General Terms and Conditions. Amendments shall also apply to previously concluded Agreements with observance of thirty (30) days' notice after the Supplier has been notified of the amendment via electronic notification. If the Supplier does not want to accept an amendment to these General Terms and Conditions, it can terminate the Agreement with immediate effect. If the Supplier

continues to use the Platform following amendment and/or supplementation of these General Terms and Conditions, the Supplier 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.

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. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.

- 4.7. 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.

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. a) Supplier is obliged to fully mention, prices, mandatory costs if applicable, including - but not limited to - lunch fees, books, registration fees and other essential information for the Products, including VAT and other government levies. In all cases where it is not possible to disclose the full cost, this is explained by the Provider in the fields of pricing information.
 - b) 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.
 - c) 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, change or delete Content, to block access by the

Supplier to the Admin and/or to block the Supplier Page for Users or third parties without this giving rise to any right of the Supplier to any damages and/or liability of Springest.

- 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. Enrolments

- 6.1. The Enrolments are offered to the Supplier via the Springest Admin and by e-mail.
- 6.2. Enrolments by Users of Suppliers are subject to the following additional conditions:
 - 6.2.1. The Supplier must upload the invoice for the purchased Product with the pertaining conversion via the Springest Admin.
 - 6.2.2. 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.
 - 6.2.3. Springest uses a payment term of 60 days, counting from the moment the invoice is correctly uploaded in the Admin.
 - 6.2.4. The Supplier must adjust the status of the Enrolment in the Admin in order to be kept informed of the processing of the Enrolment.
 - 6.2.5. If the User obtained a certificate after completion of the Product, the Supplier must upload the certificate in the Springest Admin.
 - 6.2.6. If other conditions have been agreed and accepted via the services page in the Admin, those conditions will prevail over this article.

7. Reviews

- 7.1. 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.
- 7.2. 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.
- 7.3. The Supplier is not permitted without the permission of Springest to quote, use or disseminate Reviews.

8. Domain

- 8.1. 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 Domain in the style and design desired and with the Products it has selected.
- 8.2. Suppliers can use different prices, conditions and offers in respect of the display of their Product Range in a Domain. For the display of the Product Range of the Supplier within a

- Domain, the Supplier must have a separate Domain Agreement with the Buyer.
- 8.3. Springest can act as an intermediary in the origination of the Domain Agreement, but is not and does not become a Party to it. The Supplier is and remains fully responsible and liable for proper compliance with the Domain Agreement in respect of the Buyer. The Supplier indemnifies Springest in this respect.
 - 8.4. The Supplier guarantees that the Domain 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.

9. Availability and Properties

- 9.1. 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.
- 9.2. 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.
- 9.3. 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).
- 9.4. 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.
- 9.5. 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.

10. Compensation and Payment

- 10.1. 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.
- 10.2. Payment is made by direct debit , unless the Parties agree otherwise.
- 10.3. 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.
- 10.4. All rates are in GBP, exempt from VAT and are always invoiced after the fact on a monthly basis unless expressly agreed otherwise.

- 10.5. 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.
- 10.6. 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.
- 10.7. By the mere lapse of a payment period, the Supplier is in default. In that case, all claims by any virtue whatsoever, by Springest in respect of the Supplier are due immediately. The Supplier is due a late interest rate on all amounts that are not paid by the last day of the payment period. From that day the interest rate is equal to the statutory commercial interest applicable at that time in the Netherlands.
- 10.8. 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.
- 10.9. 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.

11. Cancellation by User

- 11.1. In case of a Cancellation of the Enrolment for the Product by the User, the Supplier's General Terms and Conditions will apply, if they were visible on the Platform at the moment of purchase and have been accepted by the User.
- 11.2. Springest can only credit the Fee to the Supplier if the User cancels the Enrolment via its 'My Springest' account.
- 11.3. Springest does not cancel the User's Enrolment itself, except in exceptional cases and up to 30 days after the start of a Product.

12. Money Back Guarantee

- 12.1. 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.
- 12.2. The Supplier activates the Guarantee itself via the Admin as described in Article 4.6 of these General Terms and Conditions.
- 12.3. Springest reserves the right to determine for which Products the Guarantee can be purchased.

13. Direct Payment for Products via Springest

- 13.1. User pays to Springest for Products ordered via the Platform as defined in the general terms and conditions for Springest B.V. for the user. Payment by the User is done via the payment of Mollie.
- 13.2. The Agreement between Springest and User for the by user selected Product is final when the User agrees with the general terms and conditions for the User and he authorized Springest to write off the money from his account, or when User has paid a fee to Mollie, or when an invoice is sent to the User afterwards.
- 13.3. The agreement between the User and Springest is established as soon User has registered

through the Domain and the payment is carried out. Springest then confirms the subscription to the user by e-mail.

- 13.4. Springest ensures after receipt of the payment by Mollie for the further processing of the payment towards Supplier for the Products selected by the User.
- 13.5. Springest will pay the received payments from Users, after the expiration of the withdrawal period and cancellation policy that applies to User, to Supplier monthly after deduction of administrative costs. Springest will provide a specification, regarding the payments received from the User, to Supplier monthly.

14. Guarantees and Indemnification

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.

15. Liability

- 15.1. 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.
- 15.2. Direct damage will exclusively mean:
 - 15.2.1. material damage to goods;
 - 15.2.2. reasonable expenses incurred to prevent or limit direct damage that can be expected as a consequence of the event to which the liability applies;
 - 15.2.3. reasonable expenses incurred to determine the cause of the damage, the liability, the direct damage and the method for remediation.
- 15.3. 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.
- 15.4. 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.

- 15.5. 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.

16. Intellectual Property Rights

- 16.1. 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.
- 16.2. 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.
- 16.3. The Supplier hereby grants Springest a royalty-free, nonexclusive, worldwide, sublicensable and transferable right to use the Content of the Supplier for the performance of this Agreement and these Services, which includes publication by Media Partners.
- 16.4. 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.
- 16.5. 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.
- 16.6. The removal, rendering illegible, concealment or alteration of notices or statements regarding Intellectual Property Rights are prohibited.

17. Force majeure

- 17.1. 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.
- 17.2. *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.

18. Duration and termination

- 18.1. Without prejudice to the provisions of Article 2 of the Agreement, each Party is entitled to extrajudicially dissolve the Agreement if the other Party is in breach of fundamental obligations by virtue of the Agreement and these are not rectified within a reasonable period of time after having been properly notified in writing.
- 18.2. Each Party is entitled to dissolve the Agreement with immediate effect by written notice if: (i) the other Party is granted provisional or final moratorium on payment, (ii) the other Party files for bankruptcy, (iii) all or part of the goods of the other Party is seized and/or (iv) the other Party is liquidated or otherwise discontinues its activities.
- 18.3. 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.
- 18.4. Termination of the Agreement, for whatever reason, does not detract from the obligation of the Supplier to comply with any agreement with User(s).
- 18.5. Springest remains entitled to use the Supplier's name and the name of the Products offered in the past and the Supplier's logo.
- 18.6. 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.
- 18.7. 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:
 - 18.7.1. the Supplier acts in violation of these Instructions for Use;
 - 18.7.2. 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.

19. Applicable law & disputes

- 19.1. 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.
- 19.2. All possible disputes connected with the in clause 18.1 mentioned agreements will be brought exclusively before the competent court of Amsterdam.

Addendum 1: Data Processing Agreement

Whereas:

- A. Parties have concluded an Agreement based on which The Supplier, hereinafter to be referred to as “the Controller”, will include several Products in the Portal of Springest, hereinafter to be referred to as “the Processor”. Through this portal users can register for any Product offered by Controller;
- B. Processor will, for the purpose of carrying out these activities, process personal data of the Users who conclude a study agreement with the Controller via an Enrolment for a Product via the Platform, or want information about a **Product** by requesting a brochure;
- C. The personal data and the categories of data subjects are specified in **Exhibit A**;
- D. The parties, in view of the EU General Data Protection Regulation (“**GDPR**”) which comes into force per 25 May 2018 and replaces the DPDPA, wish to set down their rights and obligations in writing;

Hereby declare that they have agreed as follows:

1. Definitions

- 1.1. For the execution of this Data Processing Agreement the terms “**processing**”, “**data subject**”, “**supervisory authority**” or any other term not defined in this Agreement will have the meaning as defined in the GDPR.

2. Data processing: general obligations

- 2.1. Processor will process the personal data in accordance with this Agreement and the applicable legislation.
- 2.2. In accordance with Articles 28 and 29 of the GDPR :
 - (a) personal data is only processed by Processor on behalf of Controller, except for any laws or regulation stipulating otherwise. The appointment of Processor by Controller is deemed to be contained in the Agreement;
 - (b) Processor will only process personal data on on the basis of written instructions from Controller;
 - (c) Processor is obliged to ensure that persons authorized to process personal data undertake to observe confidentiality or are bound to observe confidentiality by statutory provisions. This confidentiality obligation at

least implies compliance with the confidentiality obligations of the Agreement.

- 2.3. Parties will comply with the provisions of the GDPR and other applicable regulations regarding the processing of personal data.

3. Obligations

- 3.1. Processor processes personal data only for the purpose of executing the Agreement and for the provision of services under the Agreement as shown under recital A. Processor is not permitted to use the personal data for advertising purposes, the benefit of third parties and / or own purposes or any other purpose than established by Controller unless the Processor has been granted permission from the data subject. Without prejudice to the provisions of Article 3.2, Controller is responsible for the correct processing of personal data by Parties when Processor enriches personal data acquired from Controller with personal data obtained from data subject (Study Results) and confers the information back to Controller.
- 3.2. Parties ensure compliance with the laws and regulations applicable to the processing of personal data, including the GDPR. In that context, Controller complies with Articles 24 and 25 GDPR. Controller will at least establish the appropriate technical and organizational measures to ensure and to prove that processing is carried out in accordance with the GDPR.
- 3.3. The Parties ensure compliance with the laws and regulations applicable to the processing of personal data, including the GDPR. In this context, the Parties comply with Articles 28 and 32 of the AVG, as previously stipulated in the DPDPA, to protect the personal data against loss or any form of unlawful processing. The parties undertake to periodically update the security measures and to adapt them to the state of the art. The Processor shall, at the discretion of the Controller, take the following minimum measures:
- Secure connection
Springest's websites are only available via an SSL secure connection. This means that filled-in data will be sent encrypted, and can not be read by third parties. Springest support the following versions: TLS versions 1.0, 1.1 and 1.2 with 256-bit TLS RSA encryption.
 - Secure internal infrastructure
After the data from the user is sent to Springest, they arrive in Springest's server network managed by Amazon Web Services, the most reputable web hosting provider with a lot of security experience. Within that network, all connections are encrypted with SSL. Also, this internal network is not accessible from the outside. In addition, our own servers can only use the data they need for their specific task, so a test or email server cannot match the data required for the live website. Please also see [Amazon Web Services Security Center](#).
 - Data storage within the EU
All Springest servers are physically located in the EU, and are therefore not subject to the American Patriot Act. For more information on Springest's European legislation and security, see: [Amazon Web Services EU Data Protection FAQ](#).
 - Encrypted Database Hard Drives
The hard drives on which the databases are located, and the data are stored, are also encrypted. The decryption of database data requires an encryption key that is

only on our own servers in the secure network. The data in the databases is therefore unreadable without that key.

- Processor works in accordance with ISO 27001

- 3.4. Processor will no longer retain personal data than is necessary for the purpose defined in Article 3.1, or to comply with applicable laws and regulations. Controller determines the period of time for which the data is stored by Processor.
- 3.5. The Processor ensures that the obligations arising from this Agreement are also imposed on all those under its authority, including employees. The Processor provides for the appropriate authorizations regarding access to personal data of Controller.

4. Transfer of personal data

- 4.1. Processor processes the personal data only within the European Union. Transfers to countries outside the European Union / European Economic Area are only permitted with the prior written consent of the Controller. Controller may attach reasonable terms to the provision of permission. Processor informs Controller about the countries where Processor processes the personal data.

5. Subprocessor

- 5.1. Controller hereby authorizes Processor to enable sub processors. Processor informs Controller about changes regarding the addition or replacement of other subprocessors. Processor grants Controller the opportunity to object to this change.
- 5.2. When the Processor outsources its obligations under this Agreement, the Processor must enter into a written subprocessor agreement in which the subprocessor has to comply with the same terms and obligations as imposed on Processor in this Agreement, but in particular the obligation to provide adequate guarantees regarding the application of appropriate technical and organizational measures. If the subprocessor fails to fulfill its obligations towards Processor, Processor is fully responsible towards Controller for compliance with the subprocessor's obligations under such subprocessor agreement. Processor upon first request by Controller provides Controller with a copy of the subprocessor agreement between Processor and subprocessor. Commercially sensitive information may be deleted from the subprocessor agreement.
- 5.3. The provisions relating to the outsourcing of this Agreement are governed by Dutch law.
- 5.4. Processor keeps a list of the subprocessor agreements that have been agreed under this Agreement and of which Controller is notified. The list is updated at least once a year. This list will be made available for the supervisory authority.

6. Notification of personal data breach

- 6.1. In all cases of a potential breach of data or breach of security as mentioned in the GDPR, Processor informs Controller without delay but at the latest within 36 hours of discovery.
- 6.2. Processor will maintain procedures aimed at detecting security incidents, data breaches and taking actions, including measures for recovery. Processor will provide Controller with a copy of the relevant procedures upon first request by Controller.
- 6.3. In order to enable Controller to comply with notification obligations, Processor shall immediately notify Controller with a security breach as outlined in article 6.2 above. The notice to the Controller in any case includes:
 - (a) the nature of the infringement and, where possible, the categories of data subjects and personal data records involved and, approximately, the number of data subjects and personal data registers involved;
 - (b) the name and contact details of the Data Protection Officer or another contact point where more information about the infringement can be obtained;
 - (c) the detected and suspected consequences of the infringement for the processing of the personal data and the measures which the Processor has taken or proposes to take to remedy these effects;
 - (d) an estimate of the risk for the rights and freedoms of the data subject(s) arising from the infringement.
- 6.4. With respect to any infringement as referred to in 6.2, Processor shall ensure that Processor provides all cooperation to Controller, which may reasonably be expected from Processor, including providing adequate information and support regarding surveys by the supervisory authority:
 - (a) to restore and investigate the infringement and to prevent future infringements;
 - (b) to limit the impact of the infringement on the privacy of the data subject(s); and / or
 - (c) to limit the liability/damages of the Controller as a result of the infringement.
- 6.5. The Processor keeps an overview of any infringement that leads to the significant risk of serious adverse effects or serious adverse effects on the protection of personal data. The overview contains at least facts and data about the nature of the infringement. Processor will provide this overview to Controller at the first request of Controller.

6.6. Processor will not inform the supervisory authority and / or data subject(s) of any security breach without the prior written consent of Controller.

7. Requests from data subjects

7.1. Processor will promptly inform Controller of a data subject's request for access, improvement, addition, modification, shielding, removal, restriction or relocation. The Controller then handles these requests.

7.2. The Processor will assist Controller, when necessary, to comply with any (statutory) reporting obligations, requests from data subjects addressed to Controller, conducting data protection impact assessments and other requirements and obligations laid down in the relevant laws and regulations.

8. Data privacy impact assessments

8.1. In order to enable Controller to comply with his obligation to perform a data protection impact assessment, the Processor shall inform Controller upon first request and prior to processing of the personal data of:

- (a) a systematic description of the intended processing;
- (b) an assessment of the risks for the rights and freedoms of the data subject(s) in view of the nature, size, context and purpose of processing;
- (c) the measures envisaged to address the risks mentioned under (b), including safeguards, security measures and mechanisms for the protection of personal data and to demonstrate compliance with the GDPR, respecting the rights and justified interests of the data subject(s) and other persons in question.

8.2. The Processor will allow Controller at his first request to verify whether the processing of the personal data is performed in accordance with the assessment given under 8.1.

9. Audit

9.1. Controller has the right to conduct or execute audits by an independent third party who is bound by confidentiality to check compliance with all the provisions of this Agreement, and all related matters.

9.2. This audit may in any case take place once a year. Processor will cooperate with the audit and make available all information relevant to the audit, including supporting data such as system logs and employees, as soon as possible and within a reasonable time limit (no later than two weeks, unless there is a reasonable interest not to comply with such term).

9.3. The findings of the audit conducted will be reviewed by the Parties. Processor will perform the adjustments if these are required based on the findings of the audits conform the instructions of Controller..

10. Confidentiality

10.1. Processor shall, in respect of all personal data, which Processor processes, comes to his knowledge or is provided in relation to the execution of the Agreement and which is of a confidential nature or can be reasonably suspected to be, exercise strict confidentiality and in no way provide these data to third parties, except for as far as:

- a. Disclosure and / or provision of the data in connection with the execution of this Agreement is necessary;
- b. Disclosure and /or provision of the data is mandatory by law or a court ruling unless another solution is available;
- c. Controller gives prior written permission for the disclosure and / or provision of the data;
- d. The information is already public knowledge without breach of this Agreement by Processor.

11. (Intellectual) property rights

11.1. All (intellectual) proprietary rights to all personal data files, data carriers and / or any other material on which personal data is stored shall remain the property of Controller.

12. Term and termination

12.1. The term of this Agreement is the same as that of the Agreement. This will enter into force as soon as Processor Processes personal data Processor under the Agreement.

12.2. This Agreement will remain in force as long as the Agreement continues. Upon termination of the Agreement, this Agreement terminates automatically without any further (legal) action being required.

12.3. Parties cannot terminate this Agreement

12.4. Upon termination of this Agreement, for any reason, Processor will destroy all of the personal data free of charge, in accordance with the instructions from Controller, or return the personal data on a standard data (storage) carrier only in those cases where the data is processed on behalf of Controller.

- 12.5. Upon termination of this Agreement, for any reason, the provisions which, by their nature, are deemed to continue to apply between the parties after the expiration of this Agreement shall remain in force.
- 12.6. Processor does not save and / or store the personal data longer than is strictly necessary (which is the sole discretion of Controller) and in no case longer than the duration of this Agreement unless storage of personal data is mandatory by law in which case Processor keeps the personal data no longer than the statutory mandatory term.

13. General

- 13.1. Parties undertake to amend this Agreement if this is required by any law and / or regulation. Deviations and additions to this Agreement are only valid if they have been agreed explicitly and in writing.
- 13.2. In case of conflict between the provisions of this Agreement and the provisions of the Agreement, the provisions of this Agreement prevail.
- 13.3. The costs incurred in implementing this Agreement are already included in the prices and fees as agreed for the Agreement unless the Processor can demonstrate that a data loss or additional work or costs under this Agreement arise from a failure or negligence of Controller.

Addendum 1a: Specification of personal data

Personal data

Processor processes the following personal data in relation to the Agreement on behalf of Controller:

- personal data of user: email, gender, initials, first name, surname, company name, address details, place of birth, phone number, date of birth, job title, department., LinkedIn Profile and photo.

Special categories of personal data

The processing of personal data relating to one's religion or belief, race, political orientation, health, sexual life, and personal data regarding membership of a trade union is prohibited. The same applies to criminal personal data and personal data about unlawful or misconduct in connection with a prohibition imposed on that behavior.

Categories of data subjects

The processed personal data are from the following categories of persons involved:

- Users of Springest.nl who want to register via the portal for an Product of Controller and / or request an information brochure about an Product of Controller.