

## **Course Conditions BloomReach B.V.**

### **Article 1 – Definitions:**

- BloomReach B.V. (hereafter: "BloomReach"): the Company with a limited liability located at Oosteinde 11 in (1017 WT) Amsterdam who has developed certain open source software products (hereafter: "Products") and provide the software products with certain maintenance and support services.
- Customer: the Company signed an Agreement with BloomReach to use her Products under specific terms and conditions (hereafter: " the Agreement").
- For a better understanding about the Products and the implementation hereof, BloomReach offers Courses to Customers.
- Participant: employees or independent workers working on behalf of Customer who will attend a Course.
- Course: a training event, training course, additional training, extra training, study day, full-day event or information day, workshop or any other kind of training program (online or offline) regarding the (implementation of) Products, provided by BloomReach or a third Party as part of the Agreement.
- Open Course: Course in which Participant from different companies or organizations participate.
- In Company Course: Course with Participants exclusively from the same company or organization.
- Course contract: the mail registration of one or more Participations of Customer and confirmation of BloomReach including these General Course Conditions which are part of the Course contract.

### **Article 2 – Course Contract**

- 2.1. Registration for Open Courses provided by BloomReach can be made by the Customer by sending a mail with the completed registration form with contact details of one or more Participants who are planning to attend the Course.
- 2.2. BloomReach confirms this registration of the Customer and the Course contract is sealed.
- 2.3. The confirmation describes the (contents of) the Course contract, which is barring proof.
- 2.4. When it concerns an In-Company Course, the Customer will request a tender from BloomReach, where after the Course contract relating to participation in an In-company Course is sealed through full acceptance of the tender.
- 2.5. All these documents together including these Course Conditions are qualified as the Course Contract between Customer and BloomReach.

### **Article 3 – Moving the course and cancellation by the Customer or Participant**

- 3.1. An In-Company Course can be moved to another date without charge up to four weeks before the original date agreed in consultation. When moving within less than four (4) weeks - but longer than one (1) week – from the agreed date, 50% of the course fee will be charged. And moving within one (1) week before the agreed date, the full course fee is non-refundable for Customer.
- 3.2. An Open-Course can only be cancelled by sending a registered mail no later than four (4) weeks before the planned first Course.
- 3.3. For cancellation of an Open-Course from four (4) weeks to one week (1) before the first course, 50% of the due course fee if cancellation charges. If canceled within one (1) week before the first course, the full course fee and the buyer is not entitled to a refund of the amount already paid. Cancellation by the Customer or Participant of the Course contract after the start of the Course is not possible without fully payment of the agreed fee.

### **Article 5 - Impediment of the Participant**

- 5.1. If a Participant is unable to participate in the Course, the Customer can send another Participant, provided that the substitute Participant is registered with BloomReach before the first start day of the Course session. For this substitution, no additional costs are required.
- 5.2. The Participant may also request to be transferred to the same course on another date or dates only if BloomReach is notified at least one (1) week before the start data of the Course. Transferring within one (1) week before the first Course session costs 25% of the Course fee.

#### **Article 6 - Cancellation and changes by BloomReach**

6.1. BloomReach reserves the right to cancel the Course (regardless of the reason) at least one (1) week before the start date without obligation to refund the Course fee to Customer. If possible BloomReach will offer the Customer an alternative. If the Customer agrees and makes use of the proposed alternative, the Course fee will also not be refunded.

6.2. BloomReach reserves at all time the right to replace a teacher or trainer, who is responsible for the implementation of the Course, with another teacher or trainer.

6.3. In the event of an insufficient number of participants -at the discretion of BloomReach- for a Course, BloomReach has the right to move the course to another date or to cancel the course, without being obliged to pay compensation for loss and/or reimbursement for expenses. BloomReach shall inform the Participant(s) and/or Customer not later than one (1) week before the original start date of the Course of the move or cancellation of the Course.

#### **Article 7- Applicability Course Conditions**

7.1. These conditions shall apply to all legal relationships between BloomReach and the Customer, including all agreements, offers and/or quotations by BloomReach and registrations with regards to Courses, examinations and/or tests.

7.2. In the event the Participant is registered by the Customer, the Customer undertakes towards BloomReach to inform the Participant of these Conditions for Participants and to impose these conditions on the Participant for BloomReach.

7.3. The Customer shall indemnify BloomReach against any claims by the Participant, however named, in the event that BloomReach is not able to invoke the provisions in these conditions with respect to the Participant due to breach of the aforementioned conditions by the Customer.

#### **Article 8 - Confidentiality**

Both parties are obliged to preserve the confidentiality of all confidential information they have received from each other or from a different source in the context of the Agreement and/or the Course contract. Information is to be considered confidential when this has been communicated by the other party or when this arises from the nature of the information.

#### **Article 9- Intellectual property**

9.1. The Course material provided becomes the property of the Customer. The rights of the intellectual property relating to the course, the course materials and any other documents / products related to the course are reserved for BloomReach.

9.2. Without the explicitly written permission of BloomReach, the Customer is not entitled to disclose, exploit or in any way whatsoever, reproduce data and / or parts and / or extracts of the course material supplied by BloomReach in the Course and makes sure that Trainees also observe these obligations.

9.3. All documents provided by BloomReach or her third parties, such as instructional material, presentations, advice, reports, drafts, designs, software, data carriers, etc., are exclusively intended to be used by the client in the context of the agreement and shall not be reproduced, issued to third parties and/or made public in any other way without prior consent from BloomReach.

#### **Article 10- Dispute resolution:**

The District Court of Amsterdam has exclusive jurisdiction to hear all disputes, which might arise between Customer or Participant and BloomReach.

#### **Article 11- Applicable law**

Each Course Contract between Customer and BloomReach is subject to Dutch Law.

#### **Article 12- Amendments**

BloomReach reserves the right to adjust these Course terms and/or the initial fees of the Course. We will inform you in time at forehand and advice you to check these terms occasionally on our website.

Amsterdam, January 2018