

Last revised in October 2023

General Terms and Conditions of Intelligence Group B.V (Chamber of Commerce: 24343185), Werf& B.V. (Chamber of Commerce: 71753133), Academie voor Arbeidsmarktcommunicatie B.V. (Chamber of Commerce: 53367987), Recruitment Accelerator B.V. (Chamber of Commerce: 000040629570), Arbeidsmarktkansen B.V (Chamber of Commerce: 67983286), Sollicitatiedokter B.V (Chamber of Commerce: 73807826), Recruitment Valley B.V. (Chamber of Commerce: 89013867), and all associated labels: ToTalent, LoopbaanPro, and RecruitAgent.ai.

Article 1. Purpose; definitions

1.1 The above-mentioned companies and labels shall henceforth be referred to as the Service Provider. These general terms and conditions are intended to provide clarity regarding what the Client and Service Provider (all the above-mentioned companies and labels) can expect from each other in relation to the Service. The Service Provider aims to build a long-term partnership with the Client through a constructive collaboration.

1.2 In these general terms and conditions, the following terms have the following meanings:

Registrations: registration for a Training or Event, whether free or paid, provided by the Service Provider.

Account: login credentials providing access to the Service Provider's product.

Service or Services: the service or services provided by the Service Provider, the work performed by the Service Provider, and the products delivered by the Service Provider to its Clients, in the broadest sense.

Event: a planned gathering, festivity, or event, whether free or paid, organized by the Service Provider.

Intellectual property rights: all copyrights, database rights, trade and company names, trademarks and service marks; rights to questionnaires, algorithms, validations, websites; registered and unregistered designs, patents, know-how, rights to confidential information, as well as all other intellectual property rights, wherever in the world they may be applicable, in the broadest sense.

Quotation: a quotation, offer, and/or research proposal from the Service Provider.

Research data: the data, results, outcomes, reports, analyses, summaries, comments, explanations, and other details derived from or which can be derived from the Services provided by the Service Provider.

Client: the party to whom the Service Provider makes or has made a Quotation or with whom the Service Provider enters into or has entered into an Agreement or to whom the Service Provider provides a Service.

Assignment: the assignment given or to be given by the Client to the Service Provider.

Agreement: the agreement concluded between the Service Provider and the Client, following a Quotation and in combination with these Terms.

Training: an (open) training upon registration, in-house training, or e-learning. This includes workshops, masterclasses, knowledge sessions, and courses.

Terms: the most recent version of these general terms and conditions.

Article 2. Applicability of these Terms

2.1 These Terms (the most recent version of these) apply to all Services provided by the Service Provider, as well as to all Quotations, Assignments, and Agreements in which the Service Provider is a party.

2.2 Agreements and/or conditions of a counterparty that deviate from these Terms are only applicable if expressly accepted in advance and in writing by the Service Provider. Such deviations only apply to and are only valid for that specific Assignment, Service, or product.

2.3 If any provision of these Terms is not valid or binding to any extent, that provision will be replaced by a provision whose content and purpose are as similar as possible to the original provision. This does not affect the validity and enforceability of the other provisions of these Terms.

2.4 The Service Provider is authorized to amend these Terms in whole or in part. Amendments become effective on the announced date of implementation by the Service Provider, except for Assignments and Agreements agreed upon before that date. The Terms in effect at the time the Assignment or Agreement was concluded will continue to apply to any subsequent Assignments. However, the amended Terms will apply to any subsequent Assignments.

2.5 The provisions of these Terms, as well as the obligations arising from the Agreement between the Client and the Service Provider, which by their nature are intended to remain applicable even after the termination or completion of the Agreement, shall continue to apply accordingly (residual effect).

Article 3. Client Information

3.1 Quotations from the Service Provider are based on the information provided by the Client to the Service Provider.

3.2 The Client assures the Service Provider that, to the best of their knowledge, they have provided and will provide all the information relevant to the quotation, as well as to the design, execution, and completion of the assignment, that this information is accurate, that they are entitled to this information, that it is free from third-party rights, that it, therefore, does not infringe upon the rights of third parties, and that the Service Provider may use the information for the purpose described in the quotation and subsequently in the assignment and/or contract.

3.3 The Service Provider is not liable for damage or delays resulting from or related to inaccurate and/or incomplete information provided by the Client.

3.4 If the Service Provider's quotation is based on information provided by the Client, which is subsequently found to be incorrect or incomplete, the Service Provider has the right to charge the Client for the additional time and costs incurred in this regard.

3.5 It is permitted to use the Client's logo in the Service Provider's communications unless a non-disclosure agreement (NDA) or another confidentiality agreement has been agreed upon. If desired and upon written request, the Service Provider will remove the logo from the respective communication.

Article 4. Quotations, Assignments, and Registrations

4.1 Quotations from the Service Provider are valid for 30 days, unless explicitly stated otherwise in writing. If a quotation is not unconditionally accepted in full within 30 days, the quotation automatically lapses.

4.2 An Agreement is concluded between the Client and the Service Provider, and thus the Service Provider is only bound by its quotation, if the Client unconditionally and in writing accepts the quotation within the aforementioned 30-day period.

4.3 If the acceptance deviates from the offer included in the quotation, the Service Provider is no longer bound by it. In that case, no Agreement is reached between the parties, unless the Service Provider subsequently agrees in writing to the modified acceptance.

4.4 Quotations do not apply, either in whole or in part, automatically to future Assignments.

4.5 All prices mentioned in a quotation are exclusive of:

- value-added tax
- government levies
- all costs not explicitly mentioned in the quotation

4.6 Prices are in Euros unless expressed in other currencies.

4.7 A composite price quote does not obligate the Service Provider to perform a portion of the Assignment for a corresponding part of the quoted price.

4.8 Upon accepting the quotation, the Client will provide the Service Provider with all the necessary information for invoicing upon delivery (name, department, address, PO number, etc.).

4.9 The Service Provider reserves the right to refuse Registrations and Assignments without providing a reason.

4.10 Each Agreement is entered into by the Service Provider on the suspensive condition that the Client, solely at the Service Provider's discretion, appears to be creditworthy for the financial fulfilment of the Agreement. Changes to the Agreement must be agreed upon in writing by both parties.

Article 5. Changes; Additional and Reduced Work

5.1 If the Client wishes to make changes to the structure and/or content of the Services and/or the Agreement, the Client shall engage in timely discussions with the Service Provider. The Service Provider will cooperate with the requested changes by the Client, provided that it can reasonably be expected and upon reaching an agreement regarding the changes, as well as their impact on the delivery time, the fees, and costs that can reasonably be additionally charged or reasonably deducted.

5.2 The Service Provider reserves the right to make changes to the Agreement and/or the Services if, in the Service Provider's opinion, it leads to an improvement in the research. If the Service Provider thus carries out more or fewer activities than provided for in the Agreement, the Service Provider will consult with the Client, and both parties will reasonably make additional agreements about the consequences of such additional or reduced work on the agreed fees and costs.

5.3 Additional work to be performed by the Service Provider will be at the expense of the Client unless the need for such additional work can be attributed to the Service Provider. The

parties will reasonably agree on the amount of the fee associated with the additional work, the related costs, and their impact on the delivery time.

Article 6. Auxiliary Personnel

6.1 The Service Provider has the right to engage auxiliary personnel in the execution of the Assignment or Agreement.

6.2 The Service Provider is solely responsible for the accuracy, completeness, and quality of services provided by an auxiliary person if the auxiliary person is directly engaged and paid by the Service Provider. If the auxiliary person is designated by the Client, the Service Provider is not responsible for the accuracy, completeness, and quality of the auxiliary person's services.

Article 7. Care by the Service Provider

7.1 The Service Provider shall exercise the professional expertise and care reasonably expected of it in the execution of the Assignment. Nevertheless, due to the specific nature of the Services, the Research Data may deviate from the estimates made in advance or those expected by the Client.

Article 8. Delivery Time; Unforeseen Circumstances; Force Majeure

8.1 The Service Provider will make efforts to execute the Assignment within the agreed delivery time. The party that believes to be in a state of force majeure shall immediately notify the other party, which applies to both the client and the Service Provider.

8.2 In the event of unforeseen circumstances of such a nature that the unaltered continuation of the Agreement cannot reasonably be expected from the Service Provider, the Service Provider has the right to modify or terminate the Agreement in whole or in part, without leading to compensation.

8.3 If the Service Provider is temporarily or permanently prevented from executing the Agreement in whole or in part due to force majeure, it has the right to terminate the Agreement without judicial intervention and without an obligation for compensation.

8.4 Force majeure includes, among other things, fire, flood, epidemics, strikes, riots, civil commotion, terrorism, terrorist threats, war, war threats, transportation issues, extreme weather conditions, natural disasters, nuclear disasters, government measures, import, export, and transit bans, non-attributable shortcomings of its suppliers, computer and software malfunctions, disruptions in electricity, telephony, network traffic, and internet connections, hacking, virus attacks, and, in general, all circumstances under which it cannot reasonably be expected of the Service Provider to further fulfill its obligations under the Agreement.

Article 9. Intermediate Termination; Suspension

9.1 If, as a result of a cause attributable to the Service Provider or the Client, the Assignment is not executed in accordance with the Agreement, the Client shall formally notify the Service Provider in writing and give the defaulting party a period of four weeks from the date of the notice of default to properly execute the Assignment in accordance with the Agreement.

9.2 If a party applies for bankruptcy, is declared bankrupt, applies for a suspension of payment, or ceases its business operations, the other party has the right to terminate the Agreement immediately, without prejudice to the other rights accruing to the terminating party.

9.3 If the Client fails to fulfil its obligations under the Agreement properly, timely, or despite a notice of default with a term of eight days, the Service Provider is entitled to suspend its obligations under the Agreement, or, at the Service Provider's discretion, to terminate the Agreement in whole or in part without judicial intervention, without the Client having any right to compensation or guarantee, and without prejudice to the further rights accruing to the Service Provider.

9.4 In the event of termination as referred to in the previous paragraph of this article, the Service Provider has the right to immediately claim payment of all amounts still due under the Agreement, as well as to claim compensation.

9.5 Unless circumstances as mentioned in the preceding sections of this article are applicable, the Agreement cannot be terminated prematurely by either party.

9.6 If a (natural) person dies or is placed under guardianship, the Service Provider has the right to terminate the Agreement in whole or in part by means of a written statement, without any judicial intervention or notice of default being required.

9.7 If, even after a written reminder, the Service Provider cannot fulfil obligations properly, timely, or in full, the Client can terminate the relevant Agreement for the defective part, without, however, being entitled to (termination) damages, without prejudice to the applicability of the provisions in these conditions regarding retention of title.

Article 10. Payment Terms

10.1 All amounts in Quotations and in the Agreement are exclusive of value-added tax.

10.2 Unless explicitly agreed otherwise in writing, the Service Provider has the right to charge the costs incurred by the Service Provider within the framework of an Assignment or Agreement to the Client.

10.3 Invoices will be sent by email to the invoicing address provided by the Client, without prejudice to the payment obligation of the Client towards the Service Provider.

10.4 All invoices from the Service Provider are due on the invoice date and must be paid within 14 days from the invoice date. After payment, the Client's account or registration is active, and the Client gains access to the Service Provider's product.

10.5 If an invoice is not paid in full on time, the Client is automatically in default without any further notice of default being required. In that case, the Client is automatically liable for the statutory commercial interest, as referred to in Article 6:119a of the Dutch Civil Code, on the outstanding amount, and the Service Provider has the right to demand compensation for extrajudicial costs amounting to 15% of the outstanding amount, with a minimum of EUR 395 per invoice.

10.6 If the Client does not pay within 7 days after the dispatch date of the reminder, the Service Provider is authorized to proceed with collection without further notice of default. In this case, a default interest is charged to the Client based on 1.0% per month.

10.7 The Client must report any complaints about the Service Provider's invoices in writing and with reasons within 14 days from the invoice date, failing which the Client is deemed to have fully accepted the (accuracy and due amount of the) invoice. If the Client complains about an invoice, it does not affect the due date of the invoice or its payment term.

10.8 The Client waives the right to setoff or deduction.

10.8 Unless explicitly agreed otherwise in writing, the Service Provider has the right to adjust the prices used in a Quotation or Agreement annually on January 1st based on the consumer price index (CPI) published by the Central Bureau of Statistics.

Article 11. Liability; Complaints

11.1 The Service Provider will make efforts to execute the Assignment to the best of its knowledge and ability.

11.2 The Service Provider is not liable for any deficiencies in the execution of the Assignment, unless these are the result of negligence on the part of the Service Provider regarding the diligence with which the Assignment was executed.

11.3 The Client must report its claims against the Service Provider as soon as possible but in any case within three months after discovering the deficiency or, if earlier, within three months after the Service is provided, in writing and with reasons, including supporting documents and specification of the claimed amount, to the Service Provider. Failing this, the Client loses the right to bring a claim against the Service Provider.

11.4 The liability of the Service Provider is limited to the fee received by the Service Provider for its Services within the framework of the Assignment or Agreement in the three months preceding the deficiency. In the case of a partial Assignment within the framework of a framework agreement concluded between the Service Provider and the Client, the liability of the Service Provider is limited to the fee received by the Service Provider for its services within the framework of the relevant partial Assignment in the twelve months preceding the deficiency.

11.5 Any liability of the Service Provider for consequential damages and non-material damage is excluded. Consequential damages include, among other things, damages resulting from any use of the Research Data by the Client or third parties, loss of profit, loss, loss of data, loss of business opportunities, and damages suffered by Client as a result of editorial and/or substantive inaccuracies and/or incompleteness in the items and/or services delivered by the Service Provider.

11.6 The Client indemnifies the Service Provider against claims by third parties arising from or related to the Assignment, the Agreement, and/or the Services provided by the Service Provider.

11.7 Complaints about items and/or services delivered to the Client must be reported in writing with reasons within a maximum of 8 days after the date of an Event to the Service Provider. Failing to do so, the Client is deemed to have accepted the delivered items and to have waived all rights and powers available to the Client under the law and/or the Agreement.

Article 12. Intellectual Property Rights; Use by the Client

12.1 In the context of attribution, each party has the right to mention the other party as the Service Provider or the Client in marketing/advertising materials (including, but not limited to, the website). Otherwise, the parties are not authorized to use each other's name, trademark, logo, or slogan without the prior express written consent of the other party.

12.2 The Client is obliged to inform third parties wishing to enforce claims against the items delivered by the Service Provider about the ownership rights of the Service Provider. Furthermore, the Client must immediately inform the Service Provider.

12.3 Photo and visual materials taken during the Service Provider's Event can be used for marketing and advertising purposes. By accepting the terms and conditions of the Service Provider or by purchasing a ticket, Client automatically agrees to the use of these photos and images.

Article 13. Privacy of Respondents; Protection of Personal Data

13.1 Unless otherwise agreed, the Service Provider and the Client shall always comply with the rules and regulations (including the General Data Protection Regulation) and the regulations on the protection of personal data applicable to research and statistics, whether established by law or self-regulation. Furthermore, the Service Provider and the Client shall always adhere to the privacy statement of the Service Provider (found at <https://intelligence-group.nl/en/privacy-statement/>). The Data Protection Officer can be reached at: informatiebeveiliging@intelligence-group.nl or +31 88 730 2800.

13.2 If the Service (partly) involves the provision of names of individuals and/or other personal data to the Service Provider for the purpose of managing and/or processing this data, the Client warrants to the Service Provider that the individuals involved have given their consent to provide their data to the Service Provider, and that the Client is authorized by law and regulations (including the General Data Protection Regulation) to provide this data while adhering to all applicable requirements. If required by law and regulations, the parties shall conclude a data processing agreement in this regard.

13.3 Upon acceptance of the terms and conditions, the Client will receive a maximum of 2 relevant emails per year from one of the other labels, as mentioned in the introduction on page 1.

Article 14. Confidentiality

14.1 The Service Provider and the Client shall mutually observe confidentiality concerning all information regarding each other's business operations in the broadest sense that they acquire in the course of their collaboration. This does not apply to information and data that a party obtains from a source other than the other party or to information that is publicly accessible.

14.2 Parties shall impose the obligation of confidentiality as stipulated in paragraph 1 of this article on their subordinates and on third parties who have access to the information and data referred to in paragraph 1.

Article 15. Transfer of Rights and Obligations

15.1 Without prior written consent from the Service Provider, the Client is not permitted to transfer its rights and/or obligations from the Agreement with the Service Provider to a third party. If the Client wishes to do so, the Service Provider can attach conditions to its consent.

15.2 The Service Provider is entitled to transfer its rights and/or obligations from the Agreement with the Client to a third party. The Service Provider will inform the Client within a reasonable time of such a transfer.

Article 16. Dispute Resolution

16.1 Dutch law applies to these Terms and Conditions, all Quotations, Services, and all Agreements concluded between the Client and the Service Provider, as well as any subsequent agreements and anything directly or indirectly related or resulting from them.

16.2 All disputes between the Client and the Service Provider arising from these Terms and Conditions, Quotations, Services, the Agreement between the Client and the Service Provider, subsequent agreements arising from it, and anything directly or indirectly related or resulting from them will be submitted to the District Court in Rotterdam.

Article 17. Cancellation

17.1 The Service Provider reserves the right to change the date and location of the Event at any time or not to proceed with the Event for reasons not related to force majeure (as per Article 8). In this case, the Client can be rescheduled for the next Event or the participation fee already paid will be refunded. In case of illness of one of the instructors/speakers, a replacement instructor/speaker will be provided. If this is not possible, the Event will be postponed and rescheduled for a new date. If the Client is unable to attend on that date, the participation fee already paid will be refunded.

17.2 If the Client does not cancel within two months prior to the date of the activity for a free physical Event without informing the Service Provider, the Service Provider reserves the right to charge a fee of €100 for incurred costs.

Article 18. Right of Withdrawal

18.1 There is no right of withdrawal applicable to the delivery of digital services, as defined in this article. The nature of the product makes it clear that, after the service has been delivered, it is not possible to return it, and thus, the transaction cannot be undone.

Additional Terms per Label

Academie voor Arbeidsmarktcommunicatie B.V.

1. If a participant of the Academie voor Arbeidsmarktcommunicatie B.V. has a complaint, the complaint procedure established by the NRTO (Dutch Council for Training and Education) is followed. Every effort will be made to resolve any issues to the participant's satisfaction. If this is not possible, the participant or party can turn to the complaint procedure of the NRTO.
2. Prior to the start of a Training, the Client has the right to cancel the respective Training. The cancellation can only be done in writing. The scheduled start date of the Training serves as the basis for determining the cancellation costs. In case of cancellation, the Service Provider is entitled to charge cancellation fees in accordance with the following provisions:
 - a. In case of cancellation up to 8 weeks or more before the start of the Training: €75 administrative costs.
 - b. In case of cancellation between 7 – 8 weeks before the start of the Training: 60%
 - c. In case of cancellation between 5 – 6 weeks before the start of the Training: 80%
 - d. In case of cancellation up to 4 weeks before the start of the Training: 100%
3. Up to 1 month before the Event date, the Client can, at an additional cost of 15%, reschedule their participation to the next Event in writing. After that, the Service Provider calculates the full amount.

4. If the Client is a consumer, the Client has the right to terminate this distance agreement within 14 calendar days after concluding the agreement, without providing any reasons. For a distance agreement that solely pertains to registration for a Training/education through the website or by phone, the 14-calendar day period begins on the day of registration. The right to terminate the distance agreement expires if the registration takes place within 14 calendar days before the start date.

Intelligence Group

1. Unless expressly and in writing agreed otherwise beforehand, all intellectual property rights in a quotation provided by the Service Provider, as well as all intellectual property rights in the Research Data and in research methods, models, and products developed by the Service Provider, and (filled-in) questionnaires, audio and video files, and computer files, in the broadest sense, remain the exclusive property of the Service Provider.
2. The Research Data is intended for the exclusive use of the Client. Without the prior express written consent of the Service Provider, the Client shall not provide the Research Data, in whole or in part, in the original form or as an adaptation, for free or for a fee, to third parties or have them used by a third party in any way.
3. The Client shall not use the Research Data inappropriately, modify, distort, mutilate, or exaggerate it, or represent it incorrectly or incompletely.
4. The Service Provider will only receive data about individuals from the Client, unless otherwise agreed, if that data has been stripped of characteristics that can be traced back to those individuals, such as name, address, place of residence, date of birth, etc. Data about individuals will only be accepted by the Service Provider if the identity of those individuals is concealed behind an employee number, case number, or other code that can only be traced back to a natural person by the Client.
5. The Service Provider and the Client will at all times respect the privacy of the respondents and panel members involved in the research. The Client shall not attempt to ascertain the identity of respondents and/or the Service Provider's panel members, nor shall the Client attempt to influence the respondents and/or panel members of the Service Provider in any way.