

# GENERAL TERMS & CONDITIONS OF CORPORATE REBELS ACADEMY BV

Dutch Chamber of Commerce nr. 82922977

## FOR BUSINESSES

### 1. Definitions

The following words, when written with a capital letter, will have the following meaning:

<u>Academy</u>	the Corporate Rebels Academy that gives access to an online platform for education, training sessions and courses mostly aimed at making workplaces more progressive
<u>Agreement</u>	every present or future offer, agreement or other (legal) relationship between Corporate Rebels and the Customer regarding the participation to the Academy and use of the Platform
<u>Article</u>	an article in this Agreement
<u>Corporate Rebels</u>	Corporate Rebels Academy BV, located at Torenallee 28-20 in (5617 BD) Eindhoven
<u>Course(s)</u>	a(n) (online) course of the Academy
<u>DCC</u>	Dutch Civil Code
<u>Customer</u>	any party to which these T&C apply because of an Agreement with Corporate Rebels
<u>Parties</u>	Corporate Rebels and the Customer
<u>Platform</u>	the self-developed online platform of the Academy
<u>T&amp;C</u>	these general terms and conditions

### 2. The Agreement and T&C

- 2.1. These T&C of Corporate Rebels apply to the Agreement between Corporate Rebels and the Customer regarding the participation of one or more students to the Academy.
- 2.2. Before an Agreement between the Parties is concluded, the specifics of a certain Course, the costs and these T&C will be made available to the Client by e-mail or via the Website. By signing up for a Course The Client agrees to these T&C. The Client needs a valid e-mail address to apply for a Course.
- 2.3. Any deviations from the T&C shall only apply if agreed in writing.
- 2.4. Corporate Rebels has the right to unilaterally amend the T&C, which amendments will then also apply to already existing Agreements. Where this is the case, an amended copy will be provided. The most recent version can always be found on <https://corporate-rebels.academy/>. If the time at which the amendments enter into force has not been specified, an amendment shall enter into force at such time as the amended T&C are made available.
- 2.5. If all or part of (any provision) of the T&C or Agreement is void or unenforceable, or is held to be void or unenforceable by the competent (judicial) authority, the remaining provisions of the T&C shall remain in force. In that case, provisions that are not legally valid or that cannot be legally enforced shall be replaced by provisions that most closely follow the content of the invalid provision.
- 2.6. The applicability of any terms and conditions used by the Customer is hereby expressly rejected.

### 3. The Academy

- 3.1. The Academy is an (online) education facility to train, connect and support the participants enrolled. The Academy provides access to course material and allows

participants to communicate with fellow students and work on assignments. The Academy provides several (online) Courses.

- 3.2. Corporate Rebels undertakes to provide the Courses and other services related to the Academy to the best of his ability.
- 3.3. The Courses run on a self-developed Platform. Corporate Rebels takes care of the maintenance of the Platform and the availability of the on-demand content of the Courses.
- 3.4. On the Platform, there may be links to external websites. Corporate Rebels expressly states that it does not have any influence on the layout or contents of linked pages and Corporate Rebels distances itself from all contents of any linked third party websites.
- 3.5. All Agreements will only be accepted and performed by Corporate Rebels. Articles 7:404 and 7:407(2) DCC do not apply to the Agreement. Corporate Rebels reserves the right to outsource (part of) its services or work to third parties.

#### **4. Pricing**

- 4.1. All prices mentioned by Corporate Rebels are exclusive of VAT and any other taxes, unforeseen costs, and/or all extra third-party costs and rates e.g. costs for transport, recommended literature and other content, (renting) equipment from third parties, unless expressly agreed upon otherwise.
- 4.2. Corporate Rebels can raise the price in the interim in case of unforeseen and cost price increasing circumstances, if these circumstances occur after the establishment of the Agreement.

#### **5. Payment and other obligations Customer**

- 5.1. Any payment obligation of the Customer under an Agreement must be paid in euros.
- 5.2. The course fee may vary per Course. The course fee will be clearly stated in the Agreement and communicated in writing to the Customer.
- 5.3. In order to secure a spot in a Course, the Customer is obligated to make a down payment of ten (10) percent of the total course fee. The Customer will receive an invoice for this down payment after signing up for the Course. The down payment is nonrefundable under any circumstances, except if Corporate Rebels cancels the Course. In that case Customer shall be repaid within fourteen (14) days using the same payment method that the Customer used for the down payment. If it is not possible to refund the down payment by using the same payment method, Corporate Rebels will try to contact the Customer as soon as possible to arrange a suitable payment method for the refund.
- 5.4. The Customer will receive an invoice for the down payment after the T&C are agreed to and the Agreement is concluded (Article 2.2). The payment term for the down payment is two (2) weeks. This term is a strict and fatal deadline. Thus, if the Customer fails to pay on time, it shall be in default without further notice. Corporate Rebels will reserve a spot for the Course of choice after the down payment is received, and not before that moment.
- 5.5. For the remaining amount of the course fee, the Customer will receive a second invoice. The remaining course fee will be invoiced two (2) months prior to the start date of the Course, or, if the start date of the Course is within two (2) months, together with the invoice for the down payment after the T&C are agreed to and the Agreement is concluded. The payment term for the remaining course fee is two (2) weeks. This term is a strict and fatal deadline. Thus, if the Customer fails to pay on time, it shall be in default without further notice.
- 5.6. Available on-demand Courses on the Platform will be paid for by the Customer online at the moment the Customer decides to purchase an on-demand Course. After

Corporate Rebels receives full payment, the Customer will receive access to the on-demand Course of choice.

- 5.7. Any objections to invoices must be communicated to Corporate Rebels in writing within no more than fourteen (14) days of receipt, after which period objections can no longer be raised by the Customer, and all invoices, specifications, descriptions and prices are deemed to be approved and confirmed by the Customer.
- 5.8. Every term that applies to other obligations of the Customer than set out above is also a strict and fatal deadline. Thus, if the Customer fails to perform within the given term, it shall be in default without further notice.

## **6. Termination of the Agreement**

- 6.1. In the following cases (but not limited thereto):
  - the Customer fails to fully and timely comply with any (payment) obligations under the Agreement and/or T&C;
  - the Customer is declared Bankrupt or suspension of payment is granted;
  - the Customer requests bankruptcy, suspension of payment or liquidation;
  - the Customer loses the ability to control its assets partly or fully;
  - the Customer has provided incorrect and/or incomplete and/or inconsistent information/data; or
  - the Customer uses the (content of the) Platform or the information provided by Corporate Rebels in a way that (potentially) harms (the reputation of) or damages the Platform and/or Corporate Rebels;

Corporate Rebels is, without prejudice to its rights based on Dutch law, these T&C and the Agreement, entitled to immediately and without notice period (partially) terminate (*opzeggen of ontbinden*) the Agreement by means of written notice, without the Customer being entitled to any kind of compensation (of damages), payments or guarantees.

- 6.2. If an Agreement is a contract for a specified period, the Customer is expressly not entitled to terminate (*opzeggen*) the Agreement before the end of the term, in derogation from article 7:408 DCC.

## **7. Complaints**

- 7.1. The Participant shall notify Corporate Rebels in writing of any complaints within one month after it discovers a possible shortcoming or fault or should reasonably have discovered the shortcoming or fault of any aspect of the Academy.
- 7.2. A timely notified complaint does not suspend or cancel any (payment) obligation of the Customer.
- 7.3. If the Customer does not notify Corporate Rebels timely, the Customer is not entitled to any recovery performance or compensation.

## **8. Liability**

- 8.1. Corporate Rebels shall not be liable for any damages except in the case of intent or deliberate recklessness on the part of Corporate Rebels.
- 8.2. Any contractual or noncontractual liability on the part of Corporate Rebels as a result of intent or deliberate recklessness will in all cases be limited to direct damages. Corporate Rebels will never be liable for any indirect damages including but not limited to: lost earnings or profits, lost savings, loss of goodwill, damage caused by interruptions in the Customer's company, reputational damages, damages claimed by the customer of the Customer, loss or damages to assets owned or used by the Customer.
- 8.3. Any contractual or noncontractual liability is furthermore limited to the amount invoiced by Corporate Rebels for (the performed part of) the Agreement directly related to the

possible shortcoming or breach. Under no circumstances will the liability of Corporate Rebels for damages exceed the amount actually paid by Corporate Rebels' liability insurance in the relevant matter, even if the invoiced amount exceeds the insured amount.

- 8.4. Corporate Rebels is not liable for any errors or omissions of third parties engaged by it (including subcontractors). The Customer authorises Corporate Rebels to accept any limitations of liability of third parties on its behalf. The provisions in this Article shall also apply for the benefit of and can be invoked by all legal and natural persons utilised by Corporate Rebels in execution of an Agreement.
- 8.5. To avoid misunderstanding, Corporate Rebels and the Customer expressly state that in any case Corporate Rebels is, without prejudice to the aforementioned, not liable for any outing/provided information (e.g. regarding prognosis, impact and prices) whether outed on their website, the Platform or otherwise. The information on the website and the Platform is for general informational purposes and does not constitute any advice. While Corporate Rebels endeavours to keep the information of the Academy up to date and correct, it makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability for any purpose. Any reliance the Customer places on such information/outings is therefore strictly at its own risk.
- 8.6. The Customer indemnifies and holds Corporate Rebels harmless from any third party claims and damages that may incur as a result of the use of the information and data provided by Corporate Rebels related to the Academy that infringes the (IP) rights of third parties or otherwise damages a third party.

## **9. Force Majeure**

- 9.1. Corporate Rebels is entitled to suspend any activities of the Academy in case Corporate Rebels is not able to perform those activities (timely) due to circumstances that Corporate Rebels does not control directly (force majeure).
- 9.2. A Force Majeure includes, though is not limited to, disturbances in Corporate Rebels' company, or in the supply chain of content/products, technology (such as apps, websites, lacking availability of data sources/connections/resources, e.g. flooding of data centres or non-functioning satellites) and services, materials or equipment, and in (environmental) circumstances making performance unreasonably onerous and/or disproportionately difficult for Corporate Rebels, including power disconnections, asbestos, soil detoxication, serious conflicts, (assumed) terrorist attacks, extreme weather circumstances, (regional) pandemics, acts or omissions (such as non (timely) performance) by suppliers, transporters, subcontractors or other third parties, incorrect or incomplete information provided by the Customer or third parties and technical failures.
- 9.3. If Corporate Rebels' aforementioned suspension exceeds a period of three months, or Corporate Rebels, in its sole discretion, foresees that the suspension will exceed this period, it is entitled to immediately and without notice period (partially) terminate (*opzeggen of ontbinden*) the Agreement by means of written notice, without the Customer being entitled to any kind of compensation (of damages), payments or guarantees.

## **10. IP**

- 10.1. Corporate Rebels will have and retain the ownership of everything shared by Corporate Rebels in any activity of the Academy, including any intellectual property rights and/or goods in respect of which intellectual property rights can be claimed ('IP').

- 10.2. All names, brands, logos and titles used on the Platform are trademarks or trade names of Corporate Rebels or third parties. The Customer is not allowed to use or reproduce those or any of the other content on the Platform as this might infringe (third party) IP.
- 10.3. Except as expressly agreed otherwise in writing, all IP in or arising out of/in connection with the activities of the Academy shall be owned by Corporate Rebels.
- 10.4. The Customer does not acquire any right, title or interest in or to any IP from Corporate Rebels.
- 10.5. The Customer is only allowed to use the Platform for the purpose of your Course. All content and/or material provided by Corporate Rebels through the Platform or in other ways is and remains the exclusive property of Corporate Rebels. All content and/or material provided by Corporate Rebels is strictly intended for the use of the Participants as part of the Academy only. The Customer is not allowed to make any other use of the information and materials.
- 10.6. It is explicitly prohibited to copy, document, share, modify, distribute, reproduce or otherwise use any content and/or material in a way that it becomes accessible to any third party.
- 10.7. If the Customer breaches any of the provisions of this Article, the Customer will be liable for an immediately payable penalty of € 2.500 per breach and € 500 for every day that any breach continues (whereby a part of a day shall constitute a full day), without prejudice to Corporate Rebels' rights to demand for an injunction (under penalty of a fine), to claim performance of the Agreement including T&C and its right to claim full damages. This provision expressly derogates from article 6:92 DCC.
- 10.8. The Participants will have access to the information related to the Course the Participant is enrolled in until 1 year after the start of that Course. After taking a Course Participants will keep access to the community part of the Platform.

## **11. Confidentiality**

- 11.1. All information and data that the parties acquire from each other under the Agreement will be handled carefully by the parties and will be treated strictly confidential. Unless expressly agreed otherwise, all information provided in or because of this Agreement and, on the Platform, qualifies as confidential information. Confidential information shall not be disclosed to anyone, except to employees or third parties that need to be aware of the information to carry out obligations under the Agreement or if required by law.
- 11.2. The Customer is allowed to use the information and data provided by Corporate Rebels for the sole purpose of participating in (a) Course(s) of the Academy. It is forbidden to make any other use of the information and data of the Academy without prior written permission from Corporate Rebels.

## **12. Privacy**

- 12.1. Corporate Rebels' handling and processing of personal data is set out in its [Privacy Statement](https://corporate-rebels.academy/privacy-policy), which can be found at <https://corporate-rebels.academy/privacy-policy>.

## **13. Governing law and jurisdiction**

- 13.1. These T&C, all existing Agreements and any future (legal) relationships between Corporate Rebels and the Customer are exclusively governed by Dutch law. The applicability of the Vienna Convention on contracts for the international sale of goods, 'CISG' (*Weens Koopverdrag*) is excluded.
- 13.2. Any disputes that may arise from these T&C, Agreements or any future (legal) relationships between Corporate Rebels and the Customer will be submitted to the competent court in 's Hertogenbosch, the Netherlands.

## GENERAL TERMS & CONDITIONS OF CORPORATE REBELS ACADEMY BV

Dutch Chamber of Commerce nr. 82922977

### FOR CONSUMERS

#### 14. Definitions

The following words, when written with a capital letter, will have the following meaning:

<u>Academy</u>	the Corporate Rebels Academy that gives access to an online platform for education, training sessions and courses mostly aimed at making workplaces more progressive
<u>Agreement</u>	every present or future offer, agreement or other (legal) relationship between Corporate Rebels and the Customer, regarding the services and/or products offered by Corporate Rebels
<u>Article</u>	an article in this Agreement
<u>Corporate Rebels</u>	Corporate Rebels Academy BV, located at Torenallee 28-20 in (5617 BD) Eindhoven
<u>Customer/You(r)</u>	the natural person to which these T&C apply because of an Agreement with Corporate Rebels
<u>Course(s)</u>	a(n) (online) course of the Academy
<u>DCC</u>	Dutch Civil Code
<u>On-Demand Content</u>	any course, information, material or other content that is available 'on demand' through the Platform
<u>Parties</u>	Corporate Rebels Academy and the Customer
<u>Platform</u>	the self-developed online platform of the Academy
<u>T&amp;C</u>	these general terms and conditions

#### 15. The Agreement and T&C

- 15.1. These T&C of Corporate Rebels apply to your use of the Platform, any offer made by the Academy, and on any Agreement you enter into with the Academy.
- 15.2. Before an Agreement between the Parties is concluded, the costs of a Course and these T&C will be made available to you by e-mail or via the Academy Website. By signing up for a Course you agree to these T&C. You need a valid e-mail address to apply for a Course.
- 15.3. Any deviations from the T&C shall only apply if agreed in writing.
- 15.4. Corporate Rebels has the right to unilaterally amend the T&C, which amendments will then also apply to already existing Agreements. Where this is the case, an amended copy will be provided. The most recent version can always be found on <https://corporate-rebels.academy/pdf/tc.pdf>. If a change to essential terms is to your disadvantage, you have the right to terminate the Agreement with the Academy without charge or compensation within fourteen (14) days of the Academy informing you of the new terms.
- 15.5. If all or part of (any provision) of the T&C or Agreement is void or unenforceable or is held to be void or unenforceable by the competent (judicial) authority, the remaining provisions of the T&C shall remain in force. In that case, provisions that are not legally valid or that cannot be legally enforced shall be replaced by provisions that most closely follow the content of the invalid provision.

#### 16. The Academy

- 16.1. The Academy is an (online) education facility to train, connect and support the participants enrolled. The Academy provides access to course material and allows you

to communicate with your fellow students and work on assignments. The Academy provides several (online) Courses.

- 16.2. Corporate Rebels undertakes to provide the Courses and other services related to the Academy to the best of his ability.
- 16.3. The Courses run on a self-developed Platform. Corporate Rebels takes care of the maintenance of the Platform and the availability of the On-Demand Content of the Courses to the best of his ability, which is (also) not a performance obligation or warranty of any kind.
- 16.4. On the Platform, there may be links to external websites. Corporate Rebels expressly states that it does not have any influence on the layout or contents of linked pages and Corporate Rebels distances itself from all contents of any linked third party websites.
- 16.5. All Agreements will only be accepted and performed by Corporate Rebels. Articles 7:404 and 7:407(2) DCC do not apply to the Agreement. Corporate Rebels reserves the right to outsource (part of) its services or work to third parties.

## **17. Pricing**

- 17.1. All prices mentioned by Corporate Rebels include VAT and any other taxes, unforeseen costs, and/or all extra third-party costs and rates e.g., costs for transport, recommended literature and other content, (renting) equipment from third parties, unless expressly agreed upon otherwise.
- 17.2. Corporate Rebels can raise the price in the interim in case of unforeseen and cost price increasing circumstances if these circumstances occur after the establishment of the Agreement. If the price is raised within three months of the conclusion of the Agreement, you can decide to dissolve the Agreement. You are required to indicate in writing within a reasonable period whether you make use of this right.

## **18. Payment and other obligations**

- 18.1. Any of your payment obligation under an Agreement must be paid in euros.
- 18.2. The course fee may vary per Course. The course fee will be clearly stated in the Agreement and communicated in writing to you.
- 18.3. If On-Demand Content is available to be purchased on the Platform, you will receive immediate access to the Platform after payment. That On-Demand Content on the Platform qualifies as digital content on a non-material carrier. In the process of purchasing On-Demand Content, you have explicitly waived your right of return.
- 18.4. In order to secure a spot in a Course, you are obligated to make a down payment of ten (10) percent of the total course fee. You will receive an invoice for this down payment after signing up for the Course. In case the access to the full Course has already commenced before the fourteen-day cooling-off period has expired and you have given your express consent to that effect, you have explicitly waived your right of return.
- 18.5. If access to a Course is not provided within fourteen days, you have a fourteen-day right of return. After fourteen days, the down payment is non-refundable under any circumstances, except if Corporate Rebels cancels the Course. In that case, you shall be repaid within fourteen (14) days using the same payment method that you used for the down payment. If it is not possible to refund the down payment by using the same payment method, Corporate Rebels will try to contact you as soon as possible to arrange a suitable payment method for the refund.
- 18.6. You will receive an invoice for the down payment after the T&C are agreed to and the Agreement is concluded (Article 2.2). The payment term for the down payment is two (2) weeks. This term is a strict and fatal deadline. Thus, if you fail to pay on time, you

shall be in default without further notice. Corporate Rebels will reserve a spot for the Course of choice after the down payment is received, and not before that moment.

- 18.7. For the remaining amount of the course fee, you will receive a second invoice. The remaining course fee will be invoiced two (2) months prior to the start date of the Course, or, if the start date of the Course is within two (2) months, together with the invoice for the down payment after the T&C are agreed to and the Agreement is concluded. The payment term for the remaining course fee is two (2) weeks. This term is a strict and fatal deadline. Thus, if you fail to pay on time, you shall be in default without further notice.
- 18.8. In case you would like to exercise your right of return, you can contact us via [info@corporate-rebels.com](mailto:info@corporate-rebels.com).
- 18.9. Any objections to invoices must be communicated to Corporate Rebels in writing within no more than two (2) months of receipt, after which period objections can no longer be raised by you, and all invoices, specifications, descriptions and prices are deemed to be approved and confirmed by you.
- 18.10. Every term that applies to other obligations than set out above is also a strict and fatal deadline. Thus, if you fail to perform within the given term, you shall be in default without further notice.

## **19. Termination of the Agreement**

19.1. In the following cases (but not limited thereto):

- The Customer fails to fully and timely comply with any (payment) obligations under the Agreement and/or T&C;
- The Customer loses the ability to control its assets partly or fully;
- The Customer has provided incorrect and/or incomplete and/or inconsistent information/data; or
- The Customer uses the (content of the) Platform or the information provided by Corporate Rebels in a way that (potentially) harms (the reputation of) or damages the Platform and/or Corporate Rebels;

Corporate Rebels is, without prejudice to its rights based on Dutch law, these T&C and the Agreement, entitled to immediately and without notice period (partially) terminate (*opzeggen of ontbinden*) the Agreement by means of written notice, without the Customer being entitled to any kind of compensation (of damages), payments or guarantees. Corporate Rebels is also entitled to deny any (further) access to the Platform.

19.2. If an Agreement is a contract for a specified period, the Customer is expressly not entitled to terminate (*opzeggen*) the Agreement before the end of the term, in derogation from article 7:408 DCC, unless the Agreement is a contract for a specified period of more than a year. If the duration of the Agreement exceeds a period of one (1) year, the Customer is entitled to terminate (*opzeggen*) the Agreement after one (1) year subject to a notice period of three (3) months.

## **20. Complaints**

- 20.1. The Customer shall notify Corporate Rebels in writing of any complaints within two (2) months after it discovers a possible shortcoming or fault.
- 20.2. A timely notified complaint does not suspend or cancel any (payment) obligation of the Customer.
- 20.3. If the Customer does not notify Corporate Rebels timely, the Customer is not entitled to any recovery performance or compensation.

## **21. Warranties**



- 21.1. Corporate Rebels guarantees that the services and products meet the reasonable requirements of adequacy, usefulness and the statutory provisions that existed on the date of the conclusion of the Agreement.
- 21.2. Corporate Rebels does not guarantee that the outings/provided information (e.g., regarding prognosis, impact and prices) whether outed on their website, the Platform or otherwise, are complete and correct. The information on the website and the Platform is for general informational purposes and does not constitute any advice. While Corporate Rebels endeavours to keep the information of the Academy up to date and correct, it makes no representations or warranties, express or implied, about the completeness, accuracy, reliability, suitability or availability for any purpose. Any reliance the Customer places on such information/outings is therefore strictly at its own risk.

## **22. Force Majeure**

- 22.1. Corporate Rebels is entitled to suspend any activities of the Academy in case Corporate Rebels is not able to perform those activities (timely) due to circumstances that Corporate Rebels does not control directly (force majeure).
- 22.2. A Force Majeure includes, though is not limited to, disturbances in Corporate Rebels' company, or in the supply chain of content/products, technology (such as apps, websites, lacking availability of data sources/connections/resources, e.g. flooding of data centres or non-functioning satellites) and services, materials or equipment, and in (environmental) circumstances making performance unreasonably onerous and/or disproportionately difficult for Corporate Rebels, including power disconnections, asbestos, soil detoxication, serious conflicts, (assumed) terrorist attacks, extreme weather circumstances, (regional) pandemics, acts or omissions (such as non (timely) performance) by suppliers, transporters, subcontractors or other third parties, incorrect or incomplete information provided by the Customer or third parties and technical failures.
- 22.3. If Corporate Rebels' aforementioned suspension exceeds a period of one (1) month, or Corporate Rebels, in its sole discretion, foresees that the suspension will exceed this period, it is entitled to immediately and without notice period (partially) terminate (*opzeggen of ontbinden*) the Agreement by means of written notice, without the Customer being entitled to any kind of compensation (of damages), payments or guarantees.

## **23. IP**

- 23.1. Corporate Rebels will have and retain the ownership of everything shared by Corporate Rebels in any activity of the Academy, including any intellectual property rights and/or goods in respect of which intellectual property rights can be claimed ('IP').
- 23.2. All names, brands, logos and titles used on the Platform are trademarks or trade names of Corporate Rebels or third parties. The Customer is not allowed to use or reproduce those or any of the other content on the Platform as this might infringe (third party) IP.
- 23.3. Except as expressly agreed otherwise in writing, all IP in or arising out of/in connection with the activities of the Academy shall be owned by Corporate Rebels.
- 23.4. The Customer does not acquire any right, title or interest in or to any IP from Corporate Rebels.
- 23.5. The Customer is only allowed to use the Platform for the purpose of your Course. All content and/or material provided by Corporate Rebels through the Platform or in other ways is and remains the exclusive property of Corporate Rebels. All content and/or material provided by Corporate Rebels is strictly intended for the use of the Customers

as part of the Academy only. The Customer is not allowed to make any other use of the information and materials.

- 23.6. It is explicitly prohibited to copy, document, share, modify, distribute, reproduce or otherwise use any content and/or material in a way that it becomes accessible to any third party.
- 23.7. If the Customer breaches any of the provisions of this Article, the Customer will be liable for an immediately payable penalty of € 2.000 per breach, without prejudice to Corporate Rebels' rights to demand for an injunction (under penalty of a fine), to claim performance of the Agreement including T&C and its right to claim full damages. This provision expressly derogates from article 6:92 DCC.
- 23.8. The Customer will have access to the information related to the Course the Customer is enrolled in until one (1) year after the start of that Course. After taking a Course Customers will keep access to the community part of the Platform.

#### **24. Confidentiality**

- 24.1. All information and data that the parties acquire from each other under the Agreement will be handled carefully by the parties and will be treated strictly confidential. Unless expressly agreed otherwise, all information provided in or because of this Agreement and, on the Platform, qualifies as confidential information. Confidential information shall not be disclosed to anyone, except to employees or third parties that need to be aware of the information to carry out obligations under the Agreement or if required by law.
- 24.2. The Customer is allowed to use the information and data provided by Corporate Rebels for the sole purpose of participating in (a) Course(s) of the Academy. It is forbidden to make any other use of the information and data of the Academy without prior written permission from Corporate Rebels.

#### **25. Privacy**

- 25.1. Corporate Rebels' handling and processing of your personal data is set out in its [Privacy Statement](https://corporate-rebels.academy/privacy-policy), which can be found at <https://corporate-rebels.academy/privacy-policy>.

#### **26. Governing law and jurisdiction**

- 26.1. These T&C, all existing Agreements and any future (legal) relationships between Corporate Rebels and the Customer are exclusively governed by Dutch law. The Vienna Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 26.2. Any disputes that may arise from these T&C, Agreements or any future (legal) relationships between Corporate Rebels and the Customer may always be submitted to the competent court in Amsterdam, the Netherlands.
- 26.3. If you have any complaints, Corporate Rebels kindly asks you to reach out by contacting us via [info@corporate-rebels.com](mailto:info@corporate-rebels.com). If your complaint was not handled satisfactorily by Corporate Rebels, you could use the ODR platform (<https://ec.europa.eu/consumers/odr>), but you are not obliged to do so.