

Terms and Conditions

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Terms and Conditions

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General provisions

The General provisions below apply to all parts of the services provided by Certscanner. Depending on the contents of the service and the relationship between the Parties, the modules also apply to the Other Party.

Article 1 Definitions

- 1.1. **Account:** the personal account of the Other Party through which he or she gains access to Certscanner.
- 1.2. **Agreement:** agreement between Certscanner and the Other Party on the basis of which Certscanner makes the functionalities of the platform available and of which the Terms and Conditions are an integral part.
- 1.3. **Business customer:** the natural or legal person acting in the exercise of a profession or business.
- 1.4. **Certscanner:** the online platform of Certscanner B.V., available via Certscanner.com, with its associated subdomains and the app; with its registered office Madame Curieweg 2-B1, 8501 XC Joure, telephone number: +31 (0)850 081 681 and email address: info@certscanner.com. VAT identification number: NL 861257625 B01, Chamber of Commerce no. 78080193.
- 1.5. **Consumer:** the natural person who is not acting in the exercise of a profession or business.
- 1.6. **Courses:** courses, training, workshops or other education that Providers may offer via Certscanner.
- 1.7. **Customer (~ Professional):** the Customer of the Course or Employer SaaS model, both when acting in the function of his profession or company and as a consumer.
- 1.8. **Employer SaaS-model:** monthly paid service, in which employers and clients can manage the (obtained) certificates of employees and contractors.
- 1.9. **Other Party:** general indication of the Provider, Customer or user of the service.
- 1.10. **Provider (~ Institute):** the business party that offers Courses via Certscanner.
- 1.11. **Terms and Conditions:** these Terms and Conditions.

Article 2 Activities

- 2.1. Certscanner is an online service for collecting and updating certificates (already obtained and their expiration date. Certscanner also offers an online platform where Providers, including institutes, can offer training and courses (Courses) for obtaining new certificates or renewing certificates already obtained. Certscanner acts as an intermediary in the offer and acceptance of the Courses and is not involved in the execution of the agreement between the Customer (the Professional) and the Provider (the Institute). In addition, employers and clients can purchase a compliance tool via Certscanner, in which the certificates of project employees can be maintained (Employer SaaS model).

Article 3 Applicability and interpretation

- 3.1. These Terms and Conditions apply to every offer from and/or via Certscanner, and to every agreement reached between Certscanner and the Other Party.
- 3.2. The applicability of any purchase conditions or other conditions is explicitly excluded.
- 3.3. Deviations from and additions to the Terms and Conditions are only valid if they have been agreed in writing between the Parties.

- 3.4. All provisions of any additional terms and conditions of third parties that limit the provisions of this Agreement explicitly do not apply, unless stated otherwise by Certscanner or explicitly agreed with Certscanner.
- 3.5. Before the Agreement is concluded, the text of the Terms and Conditions will be made available to the Other Party. If this is not reasonably possible, Certscanner will inform the Other Party before the Agreement is concluded in which way the Terms and Conditions can be viewed free of charge.
- 3.6. This article applies to Consumers only. If specific product, promotion or service conditions apply in addition to these Terms and Conditions, those conditions will also apply, but in the event of conflicting conditions, the Consumer can always rely on the applicable provision that is most favourable to him.

Article 4 Offer and formation of the Agreement

- 4.1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in or with the offer.
- 4.2. The offer contains as complete and accurate a description as possible of the products, services or digital content offered. If the offer is made via Certscanner but comes from a third party, this third party will be responsible for a complete and accurate description of the offer.
- 4.3. If the offer is made by a party other than Certscanner, the offer will in any case clearly show the identity of the Provider and how the Provider can be contacted. The Provider is responsible for the content, completeness and correctness of the offer.
- 4.4. The Agreement is formed by accepting the offer. The offer is accepted in any case by registering an Account and/or completing the online ordering process and/or approval by email.

Article 5 Execution of the Agreement

- 5.1. Certscanner and the Other Party are obliged to do everything that is reasonably necessary and desirable for a timely and correct execution of the Agreement.
- 5.2. If and insofar as required for the proper execution of the Agreement, Certscanner has the right to engage third parties in the execution of the agreement. The Terms and Conditions also apply to the work carried out by third parties in the context of the Agreement. These third parties do not have representative authority.

Article 6 Prices and payment

- 6.1. All prices stated on the website and in the app, including in any case the prices on the Certscanner website and in the Certscanner app, are in euros and inclusive of VAT, unless stated otherwise. The website and app give the opportunity to view the structure of the prices.
- 6.2. An offer from Certscanner outside the website and app to a Business Customer is always made in euros excluding VAT, unless stated otherwise.
- 6.3. Any additional costs are stated on the website and/or with the offer and/or in the ordering process and/or otherwise in the communication between Certscanner and the Other Party.
- 6.4. Certscanner is free to change the payment methods offered in the online ordering process.
- 6.5. A payment term of 30 days applies to each invoice, unless otherwise agreed.
- 6.6. Certscanner does not have to start executing the Agreement before the Other Party has fully fulfilled its payment obligation(s).

Article 7 **Order of search results**

- 7.1. When the Customer searches the Certscanner Offer, the Courses closest to the Customer will be displayed first. The Customer can also use search filters when searching for Courses.
- 7.2. The Provider can make use of the option to be displayed on the homepage. The Provider pays an extra commission for this. This commission has no influence on the search results.

Article 8 **Complaints procedure and disputes**

- 8.1. In the event of complaints about the services of Certscanner or the execution of this Agreement, the complaint can be made known via the complaints procedure as published on the Certscanner website.
- 8.2. Complaints about the execution of this Agreement must be submitted to Certscanner within a reasonable period of time after the defects have been discovered.
- 8.3. Certscanner will respond substantively to the complaint as soon as possible, but no later than 14 days after receipt of the complaint. If the complaint cannot be handled within these 14 days, Certscanner will inform the person submitting the complaint of this with an indication of the period within which the complaint can be handled substantively. If the complaint does not lead to the desired solution, the complaint can be submitted to the European ODR platform via ec.europa.eu.
- 8.4. In the event of complaints about the offer by third parties (including Institutes), Certscanner must be contacted via the complaints procedure as described on the website. Certscanner will assess the complaint and take the measures it deems advisable. If the complaint concerns the content of the offer (including the description of the offer and the price) of the third party, Certscanner may forward the complaint to the relevant third party for handling.
- 8.5. In the event of complaints about the substantive execution of the offer by third parties (including Institutes), the relevant third party must be contacted. Certscanner has no role in the handling of complaints between the Customer and the third party, unless the Certscanner service is related to or the cause of the complaint or the complaint affects the offer on Certscanner. The person submitting the complaint is free to also make the complaint about the third party known to Certscanner, so that Certscanner can take any measures.
- 8.6. Insofar as mandatory statutory provisions do not prescribe otherwise, all disputes in connection with Certscanner will be submitted to the competent Dutch court of the district in which Certscanner has its registered office.

Article 9 **Liability**

- 9.1. This article only applies to Business Customers.
- 9.2. Certscanner is only liable to the Other Party for direct damage as a result of an attributable shortcoming in the performance of this Agreement. Direct damage is exclusively understood to mean all damage consisting of:
 - a. damage caused directly to material objects (“property damage”);
 - b. resolving of a data breach;
 - c. costs for repair work to prevent data loss;
 - d. reasonable and demonstrable costs that the Other Party has had to incur to order Certscanner to properly perform the Agreement (again);
 - e. reasonable costs incurred to determine the cause and extent of the damage insofar as it relates to the direct damage as referred to here;

- f. reasonable and demonstrable costs incurred by the Other Party to prevent or limit the direct damage as referred to in this article;
 - g. reasonable and demonstrable costs incurred by the Other Party to have the performance still comply with the Agreement.
- 9.3. Certscanner is explicitly not liable for indirect damage, consequential damage, lost turnover or profit, missed savings, loss due to delay, and damage due to business interruption.
- 9.4. Certscanner is not liable for any damage suffered directly or indirectly by the Other Party or third parties as a result of blocking or removing the Account and/or the data stored therein.
- 9.5. A condition for the existence of any right to compensation is that the Other Party reports the damage to Certscanner in writing within two months after discovery.
- 9.6. In the case of force majeure, Certscanner is never obliged to pay compensation for the damage caused to you as a result. Force majeure includes malfunctions or failures of the internet or the telecommunication infrastructure, power failures, civil commotion, mobilisation, war, transport disruptions, strike, lockout, business interruptions, supply stagnation, fire, and flooding.
- 9.7. Certscanner cannot guarantee that all information on the website is correct and complete at all times. All prices, the offer and other information on the website and all materials originating from Certscanner are subject to obvious programming and typing errors. Certscanner is not liable for obvious programming and typing errors, any inaccuracies in or incorrect representation of the content of the services offered by third parties via Certscanner.
- 9.8. Except in the case of intent or gross negligence, the total liability of Certscanner towards the Other Party due to an attributable shortcoming in the performance of the Agreement is limited to compensation of a maximum of the amount of the price stipulated for the Agreement, including VAT.
- 9.9. Certscanner's liability due to an attributable shortcoming in the performance of the Agreement only arises if the Other Party immediately and properly declares Certscanner to be in default in writing, setting a reasonable period to remedy the shortcoming, and Certscanner also continues to fail in the fulfilment of its obligations after that period. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that Certscanner will be able to respond adequately.
- 9.10. The limitation of liability as referred to in the previous paragraphs of this article will lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of Certscanner's management.
- 9.11. The application of Book 6, article 271 et seq. of the Dutch Civil Code is excluded.
- 9.12. The Other Party indemnifies Certscanner against all claims from third parties (including customers, employers or clients) with regard to compensation for damage, costs or interest in connection with the information posted by the Other Party and/or this Agreement and/or the service.

Article 10 Intellectual property rights

- 10.1. The Certscanner service, the accompanying software as well as all information and images on the website are the intellectual property of Certscanner. They may not be copied or used in any way without the separate written permission of Certscanner, except where permitted by law.
- 10.2. Information that you publish or store through the service is and will remain your property (or that of your suppliers). Certscanner has a limited right to use this information for the service.

- 10.3. You can withdraw this right of use by removing the relevant information and/or terminating the Agreement.
- 10.4. You may modify or remove information that you publish or store through the service as you see fit.
- 10.5. If you send information to Certscanner, for example feedback about an error or a suggestion for improvement, you give Certscanner an unlimited and perpetual right to use this information for the service. This does not apply to information that you expressly mark as confidential.
- 10.6. The Other Party will not perform any actions that infringe the Intellectual Property Rights of Certscanner and/or the Other Party and/or third parties and/or its licensors, including but not limited to the full or partial disclosure and/or reproduction without permission of (parts of) the (code of the) website, information or images. The Other Party acknowledges and accepts that any unauthorised use or action violates the Agreement and the applicable legislation.

Article 11 Availability and maintenance

- 11.1. Certscanner will make every effort to make the service available, but does not guarantee uninterrupted availability.
- 11.2. Certscanner actively maintains the site and the app. If maintenance is expected to lead to a limitation of availability, Certscanner will perform such maintenance when the use of the service is relatively low. Maintenance is announced in advance where possible. Maintenance in connection with calamities may take place at any time and will not be announced in advance.
- 11.3. Certscanner may adjust the functionality of Certscanner from time to time. Your feedback and suggestions are welcome, but in the end Certscanner itself decides which adjustments it will or will not implement.
- 11.4. Deviations from this Article by way of SLA are leading.

Article 12 Data and personal data

- 12.1 Certscanner will not take cognisance of private data that you store and/or distribute via Certscanner, unless this is necessary for a good service or Certscanner is obliged to do so by virtue of a legal provision or court order. In that case, Certscanner will make every effort to limit the knowledge of the data as much as possible, insofar as this is within its power.
- 12.2 Certscanner will make every effort to process personal data in accordance with the requirements set for this in legal regulations and associated rules, as well as the conditions as included in the Certscanner Privacy Statement.
- 12.3 Certscanner will take appropriate technical and organisational measures to secure the services of Certscanner and the electronic transfer of data in the context of the normal use of Certscanner.
- 12.4 In principle, it is not possible to export the data that is stored or processed via Certscanner through the service, with the exception of Certificates registered via Certscanner.
- 12.5 If the Account is blocked or deleted, the data of the Other Party stored at Certscanner that was stored via the Account will be kept for a maximum of 60 days. If the Account is not reactivated within this period, the data will be permanently deleted.

Article 13 Amendments to the Agreement

- 13.1. Certscanner may adjust these Terms and Conditions, (data on) the website, the services as well as the prices at any time.

- 13.2. Certscanner will announce the amendments or additions via the service at least thirty days before they come into effect so that you can take note thereof. In principle, price changes have no effect on any services already purchased, unless explicitly stated otherwise.
- 13.3. Amendments will be announced via the Certscanner website, by email or via another channel of which Certscanner can prove that the notification has been sent to the parties concerned. Non-substantive changes of minor importance can be made at any time and do not require notification.
- 13.4. If you do not wish to accept an amendment or a supplement, you can terminate the Agreement until the date of entry into force. Use of the service after the date of entry into force counts as acceptance of the amendments or supplements as referred to in this article.
- 13.5. If a Consumer does not want to accept an amendment, the Consumer must notify Certscanner of this within 30 days after notification. Certscanner may then reconsider the amendment. If Certscanner does not withdraw the amendment, the Consumer can terminate the Agreement until the date on which the new conditions take effect.

Article 14 Term and termination of the Agreement

- 14.1. The Agreement is entered into for the term agreed between the Parties and, if applicable, will be tacitly renewed after that period, each time for the same term.
- 14.2. If the Agreement concerns the performance of a service and no other term has been agreed, the Agreement will end after the service has been fully performed.
- 14.3. Up to two months before expiry of the agreed term, the Business Customer can indicate that the Agreement will be terminated with effect from the following term.
- 14.4. Obligations that by their nature are intended to continue even after the end of the Agreement will remain in full force after the end of the Agreement.

Article 15 Choice of law, communication and nullity

- 15.1. Dutch law applies to this Agreement.
- 15.2. If a provision of these Terms and Conditions requires a communication to be made "in writing", it is also met if the communication is made by email or communication via the service, provided that it has been sufficiently established that the message actually originates from the alleged sender and that the integrity of the message has not been compromised.
- 15.3. The version of communication or information as stored by Certscanner will be considered to be correct unless you provide evidence to the contrary.
- 15.4. If a provision of these Terms and Conditions proves to be invalid or is nullified, this will not affect the validity of the entire Terms and Conditions. In this case, the Parties will determine (a) new provision(s) as a replacement, which reflects the intention of the original provision as far as legally possible.
- 15.5. Certscanner is entitled to transfer its rights and obligations under the Agreement to a third party who takes over Certscanner or the relevant business activity from it.

Module 1: Terms of use

The following conditions are attached to the use of Certscanner. By using Certscanner you agree to these conditions.

Article 16 Use of the service

- 16.1. To be able to use Certscanner, you must register first. After your registration has been completed, you can directly log in to your Account and use the service.
- 16.2. You must protect your Account from access by unauthorised persons by means of a username and password. In particular, you must keep the password strictly confidential. Certscanner may assume that everything that happens from your Account after login with your username and password is under your direction and supervision. You are therefore liable for all these actions, unless you have informed Certscanner that someone else knows your password.
- 16.3. Your personal data is processed with Certscanner. You consent to all forms of processing that fall within the scope of the service. Please refer to Certscanner's privacy statement for more information.

Article 17 Usage rules

- 17.1. It is prohibited to use Certscanner for actions that are contrary to Dutch or other applicable laws and regulations. This includes storing or disseminating through the service information that is libellous, defamatory or racist.
- 17.2. If Certscanner finds that you are in breach of the above conditions or receives a complaint about this, Certscanner will warn you. If this does not lead to an acceptable solution, Certscanner may intervene to end the violation. In urgent or serious cases, Certscanner may intervene without warning.
- 17.3. If, in the opinion of Certscanner, nuisance, damage or any other danger for the functioning of the computer systems or the network of Certscanner or third parties and/or the service provision via the internet arises, in particular due to excessive sending of email or other data, leakage of personal data or activities of viruses, Trojans and similar software, Certscanner will be entitled to take all measures it reasonably considers necessary to avert or prevent this danger. Certscanner is in particular entitled to adjust your contributions at its own discretion.
- 17.4. Certscanner is at all times entitled to report established criminal offenses.
- 17.5. Certscanner may recover the damage resulting from violations of these rules of conduct from you.

Article 18 Prices and payment

- 18.1. The use of Certscanner is free.

Article 19 Duration and termination of the Agreement

- 19.1. The Agreement and this module take effect as soon as you use the service for the first time and will then continue for an indefinite period of time.
- 19.2. If you enter into the Agreement as a Consumer, you can terminate the Agreement at any time with a notice period of one month. Business Customers can always terminate before the end of the Agreement with a notice period of two months. The notice period does not affect other periods as mentioned in the Agreement or these Terms and Conditions.
- 19.3. Certscanner may terminate the Agreement if you have not used the service for 26 months. In that case, Certscanner will first send a reminder email to the email address associated with your Account.

Article 20 Additional Terms of Use for Business Accounts

- 20.1. If an Account is registered as a Business Account, Certscanner may assume that the relevant employees who have access to the Account and perform actions via the Account are entitled to represent the organisation and are authorised to sign.
- 20.2. All communications made with or on behalf of the Business Account are considered to be originating from the Provider or the organisation to which the Business Account is linked.

Module 2: Purchasing Courses

The following conditions are attached to the purchase or reservation of Courses via Certscanner.

Article 21 The offer

- 21.1. The Provider makes an offer via Certscanner. The offer is without obligation and is valid until 1 day before the start of the Course or for the period during which the Customer can register for the Course at the Institute via Certscanner.
- 21.2. The offer of the Course contains a complete and accurate description of the Course. The description of the Course is sufficiently detailed for the Customer to make a proper assessment of the Course.
- 21.3. The Provider is responsible for the complete and accurate description of the Course. If the Certscanner functionalities make recommendations for certain Courses for obtaining certain Certificates, the information provided by the Provider about the Course and Certificates will be leading. The Customer must at all times check for himself whether the Course meets his wishes with regard to obtaining the Certificates.
- 21.4. Certscanner is not liable for any apparent typing errors and/or any inaccuracies and/or incorrect representation of the content of the Courses offered by the Provider via Certscanner.

Article 22 Formation of the agreement

- 22.1. The Agreement is formed at the moment the Customer accepts the offer of the Provider and/or meets the corresponding conditions.
- 22.2. The acceptance of the offer as referred to in the first paragraph can be achieved by completing the online ordering process of Certscanner, a successful payment upon completion of the reservation of the Course, and confirmation of the reservation by email by Certscanner or the Provider. As long as the receipt of the acceptance has not been confirmed by Certscanner or the Provider, the Customer can cancel the agreement.
- 22.2. The agreement for the execution of the Course is concluded between the Provider and the Customer.
- 22.3. Certscanner or the Provider are not bound by a deviating acceptance of an offer made by the Customer or any other party.
- 22.4. If the Provider has valid reasons for not admitting the Customer to the Course, the Provider will be entitled not to enter into the agreement or not to perform the agreement. If the Provider refuses the Customer or attaches special conditions to the admission, the Provider must inform the Customer of this as soon as possible, with statement of reasons, but no later than 5 working days after the conclusion of the agreement.

Article 23 Prices and payment

- 23.1. When the Customer buys or reserves a Course through Certscanner, the Customer pays the amount displayed with the Course to the Provider through the online ordering process of Certscanner. Certscanner receives part of the amount as compensation for the activities of Certscanner as an intermediary. Except in exceptional cases, the Customer does not directly pay any extra contribution for the services of Certscanner to Certscanner.
- 23.2. If the price displayed in the offer is based on the information provided by the Provider and this information proves to be incorrect, Certscanner will have the right to adjust the price accordingly. This adjustment does not affect agreements that have already been concluded.

23.3. In the event of the adjustment of the price after the conclusion of the agreement, as referred to in the previous paragraph, the Consumer has the right to dissolve the agreement. The Consumer will indicate within 14 days of the notification of the change in prices whether the Consumer wishes to terminate the agreement. If the Consumer does not indicate whether he wishes to dissolve the agreement after the price change or when the specified period has expired, it will be assumed that the Consumer has agreed to the price change.

23.4. The reservation by the Customer is only final when he has fulfilled his payment obligation(s). In the case of late payment, the Customer will not be admitted to the Course.

Article 24 Execution of the agreement

24.1. The Provider guarantees that the performance of the Course, the products, services, digital content and information related to the Course meet the specifications stated in the Course offer.

24.2. The Provider is responsible for the execution of the agreement. If the execution of the Course does not comply with the Course as shown by the Provider on Certscanner, the Customer must contact the Provider.

24.3. If the Provider is unable to run the Course on the agreed time or within the agreed term, the Provider will notify the Customer of this immediately. In that case, the Customer can claim a replacement Course on a different date or dissolve the agreement free of charge.

24.4. The Customer is obliged to provide the correct information for the execution of the agreement. If the Customer provides incorrect or incomplete information as a result of which the agreement proves to be unenforceable, execution can only start once the Customer has amended or supplemented the information. If this change or addition is not made within the set term or after the start of the reserved Course, the Provider may decide not to admit the Customer to the Course. In the case referred to in this paragraph, the Customer is obliged to pay for the Course.

24.5. Certscanner is not (substantively) involved in the execution of the agreement between the Customer and the Provider.

Article 25 Refusal to admit to, cancellation of or withdrawal from the Course

25.1. If the Customer can be regarded as a Consumer, the right of withdrawal applies to him. The right of withdrawal is described on the website or with the offer. Depending on the Provider and the Course, additional conditions or terms apply. In that case, the specific withdrawal conditions of the Provider are leading.

25.2. Some Providers offer the option to cancel the Course. In the event that the Customer cancels the Course before the start of the Course, the Customer will be refunded (a percentage of) the amount originally paid by the Customer, depending on the period between the start of the Course and its cancellation. The cancellation and refund conditions of the Provider are leading.

25.3. If the Customer is refused admission to the Course by the Provider, the Customer will receive (a percentage of) the amount originally paid by the Customer, depending on the reason for refusal, except in special cases and for parts of the Course that have already been completed. The specific refusal and refund conditions of the Provider are leading.

Module 3: Offering Courses

Institutes can offer Courses via Certscanner. The following conditions are attached to the provision of Courses via Certscanner.

Article 26 **The offer**

- 26.1. The Provider makes an offer by submitting the Course on Certscanner via the Certscanner systems. The offer is without obligation and is valid up to 1 day before the start of the Course or for the period during which the Customer can register for the Course via Certscanner.
- 26.2. The offer contains a complete and accurate description of the Course. The description of the Course is sufficiently detailed for the Customer to make a proper assessment of the Course. The offer will in any case show who is offering the Course, give an accurate description of the content of the offer and any (official) certificates, titles or deeds that can be obtained with this Course, the manner in which the execution will take place, as well as state any date and location(s) where execution will take place.
- 26.3. The Provider is responsible for the complete and accurate description of the Course. In the event that the Certscanner functionalities make recommendations for certain Courses for obtaining certain Certificates, the information provided by the Provider about the Course and Certificates to be obtained is leading.
- 26.4. Certscanner is not liable for any apparent typing errors and/or any inaccuracies and/or incorrect representation of the content of the Courses offered by the Provider via Certscanner.

Article 27 **Formation of the agreement**

- 27.1. The agreement is formed and this module applies when the Provider makes the offer via Certscanner.
- 27.2. The agreement for the execution of the Course is entered into between the Provider and the Customer. The Agreement is formed at the moment the Customer accepts the offer of the Provider via Certscanner.
- 27.3. The acceptance of the offer as referred to in the first paragraph may take places by completing the online ordering process of Certscanner, a successful payment upon completion of the reservation of the Course, and confirmation of the reservation by email by Certscanner or the Provider. As long as the receipt of the acceptance has not been confirmed by Certscanner or the Provider, the Customer can cancel the agreement.
- 27.4. Certscanner or the Provider are not bound by a deviating acceptance of an offer made by the Customer or any other party.
- 27.5. If the Provider has valid reasons for not admitting the Customer to the Course, the Provider will be entitled not to enter into the agreement or not to execute the agreement. If the Provider refuses the Customer or attaches special conditions to the admission, the Provider must inform the Customer of this as soon as possible, with statement of reasons, but no later than 5 working days after the conclusion of the agreement.

Article 28 **Prices and payment**

- 28.1. Offering Courses via Certscanner is free.
- 28.2. When the Customer makes a (provisional) Course reservation via Certscanner, the Provider will owe Certscanner a percentage of 8% of the total amount of the Course. The Provider may choose to display the Course on the homepage at a percentage as referred to in the first sentence of 12%.

- 28.3. Payment is made via the payment provider Stripe. The percentage as referred to in the second paragraph is transferred by the Customer directly to Certscanner upon payment. Any transaction costs for the use of the payment provider are for the account of the Provider.
- 28.4. In the event of cancellation of, withdrawal of or refusal to admit the Customer to the Course as referred to in these Terms and Conditions, the Provider continues to owe the amount referred to in the second paragraph to Certscanner.
- 28.5. The Provider is responsible for the correct pricing of the Course.
- 28.6. If a price stated in the offer is based on the information provided by the Provider and this information turns out to be incorrect, the Provider and Certscanner will have the right to adjust the price accordingly. This adjustment does not adjust reservations already made.
- 28.7. In the event of the adjustment of the price after the conclusion of the agreement as referred to in the previous paragraph, the Consumer has the right to terminate the agreement. The Consumer will indicate within 14 days of the notification of the change in prices whether the Consumer wishes to terminate the agreement. If the Consumer does not indicate whether he wishes to terminate the agreement after the price change or when the specified period has expired, it will be assumed that the Consumer has agreed to the price change.

Article 29 Execution of the agreement

- 29.1. The Provider guarantees that the performance of the Course, the products, services, digital content and information related to the Course meet the specifications stated in the Course offer.
- 29.2. The Provider is responsible for the execution of the agreement. If the execution of the Course does not comply with the Course as shown by the Provider on Certscanner, the Customer must contact the Provider.
- 29.3. If the Provider is unable to run the Course on the agreed date or within the agreed term, the Provider will notify the Customer of this immediately. In that case, the Customer can claim a replacement Course or dissolve the agreement free of charge.
- 29.4. The Customer is obliged to provide the correct information for the execution of the agreement. If the Customer provides incorrect or incomplete information as a result of which the agreement proves to be unenforceable, execution can only start once the Customer has amended or supplemented the information. In the event that this amendment or supplement is not made within the set term or after the start of the reserved Course, the Provider may decide not to admit the Customer to the Course. In the case referred to in this paragraph, the Customer is obliged to pay for the Course.
- 29.5. Certscanner is not (substantively) involved in the execution of the Agreement between the Customer and the Provider.

Article 30 Refusal of admission to, cancellation of or withdrawal from the Course

- 30.1. If the Customer can be regarded as a Consumer, the right of withdrawal applies to him. The right of withdrawal is described on the website or with the offer. Depending on the Provider and the Course, additional conditions or terms may apply. In that case, the specific withdrawal conditions of the Provider are leading.
- 30.2. Some Providers offer the option to cancel the Course. If the Customer cancels the Course before the start of the Course, the Customer will be refunded (a percentage of) the amount originally paid by the Customer, depending on the period between the start of the Course and its cancellation. The cancellation and refund conditions of the Provider are leading.

- 30.3. In the event that the Customer is refused admission to the Course by the Provider, the Customer will receive (a percentage of) the amount originally paid by the Customer, depending on the reason for refusal, except in special cases and for parts of the Course that have already been completed. The specific refusal and refund conditions of the Provider are leading.

Article 31 Removal of offer and Provider

- 31.1. Certscanner may, in the (exceptional) cases it deems advisable, decide to remove the offer from the Provider and/or to deny (employees of) the Provider access to Certscanner.
- 31.2. The cases as referred to in the first paragraph include at least the following situations:
- a. The Provider is in arrears with Certscanner payments;
 - b. Certscanner has reasonable grounds to suspect that the Provider cannot fulfil the obligations as included in the offer and as part of this Agreement;
 - c. An infringement of Intellectual Property Rights of Certscanner or third parties has been established in the offer of the Provider;
 - d. Certscanner has grounds to assume that the Provider has a different identity from the Institute that the Provider pretends to be;
 - e. The offer contains (intentionally) incorrect information or particularly different prices;
 - f. The (employee of) Provider expresses himself through improper use of language to (employees of) Certscanner and/or in the offer;
 - g. Misuse of the Certscanner Platform.
- 31.3. If of the situations as referred to in this Article occurs, Certscanner will warn the Provider once prior to taking the action referred to in the first paragraph, unless the warning cannot be waited for.
- 31.4. The Agreement will remain in force when the situation referred to in this article arises. Any payment obligations of the Provider will not lapse in the cases referred to in this article.

Article 32 Term and termination of the Agreement

- 32.1. This module applies as long as the Provider offers Courses via Certscanner.
- 32.2. The Agreement will end by operation of law 12 months after the Provider has fully executed the last Course reserved via Certscanner.

Module 4: Employer

With Certscanner, Employers can view and manage the qualifications and certificates of Employees, so that compliance with regard to current and future assignments can be ensured. The conditions below apply to the Employer SaaS model.

Article 33 Formation of the Agreement

- 33.1. The Agreement is formed the moment the Customer uses the Employer SaaS model for the first time, by completing the registration for the service on the Certscanner site.
- 33.2. If Certscanner has valid reasons for not allowing the Customer to use the Employer SaaS model, Certscanner will be entitled not to enter into the Agreement or not to execute the Agreement. Certscanner will immediately inform the Customer of this, stating the reason.

Article 34 Prices and payment

- 34.1. A fee per month is attached to the use of the Employer SaaS model. This fee can be paid in advance for the entire period of 1 year (12 calendar months) at a reduced rate, or for the period of 1 month at the regular rate, depending on what the Parties have jointly agreed. This fee is always payable prior to the end of this period.
- 34.2. Payment is made periodically by direct debit or credit card debit, unless otherwise agreed between the Parties.
- 34.3. The Customer will always ensure that there is sufficient balance on the bank account or credit card intended for the direct debit. If no debit can take place, the Customer must pay the amounts invoiced by Certscanner in another way before the expiry of the due date.
- 34.4. In the absence of payment, the Customer will be in default by operation of law from the due date of the invoice, without any prior notice of default being required. Certscanner will then be entitled to charge the Customer the entire amount owed as well as the interest calculated on the amount owed from the due date at 1% per month, or, if higher, the statutory commercial interest
- 34.5. In the event of late payment the Customer is, without prejudice to the above, obliged to fully reimburse both extrajudicial and judicial collection costs, including the costs for lawyers, legal counsel, bailiffs and collection agencies, in addition to the amount owed and statutory interest thereon.
- 34.6. Certscanner has the right to suspend and/or temporarily block the use of the Employer SaaS model if:
 - a. The Customer withdraws his authorisation for direct debit;
 - b. The Customer repeatedly fails to pay the invoices submitted by Certscanner on time;
 - c. There is a deterioration in the Customer's solvency that gives reason to doubt the Customer's ability to pay and the creditworthiness of the Customer;
 - d. Abuse or improper use has been detected.
- 34.7. Certscanner may charge administration costs for blocking and any unblocking. The Customer continues to owe any periodically owed amounts during the blocking.
- 34.8. The Customer is not entitled to set off any payment obligation of the Customer against any claim against Certscanner for whatever reason.
- 34.9. Certscanner is entitled to set off the claims of the Customer against Certscanner with the claims, for whatever reason, of Certscanner against the Customer.

- 34.10. If Certscanner has reasonable doubts about the fulfilment of the Customer's payment obligations, Certscanner will be entitled to require a bank guarantee or security, or to demand a deposit. The amount thereof will not exceed the amount that the Customer will reasonably owe during six (6) months.

Article 35 Execution of the Agreement

- 35.1. After the formation of the Agreement, Certscanner will immediately start the execution of the Agreement by making the Employer SaaS model service available to the Customer.
- 35.2. If due to (unforeseen) circumstances it is not possible to start the execution of the Agreement within the agreed term, Certscanner will notify the Customer thereof.
- 35.3. Certscanner and the Customer are obliged to do everything that is reasonably necessary and desirable for a timely and correct execution of the Agreement.

Article 36 Duration and termination of Agreement

- 36.1. This Agreement comes into effect as soon as you first use the Service and has a term of 1 year (12 calendar months) from that time.
- 36.2. After this period, the Agreement will be tacitly renewed, each time for the same period. The Customer can terminate the Agreement at the end of the term referred to in paragraph 1 with a notice period of two months.
- 36.3. Certscanner can terminate the Agreement with immediate effect if one of these situations occurs:
- a. The Customer is in arrears with Certscanner payments;
 - b. The Customer has been declared bankrupt;
 - c. The Customer has been granted a suspension of payments;
 - d. Certscanner has reasonable grounds to suspect that the Customer is otherwise unable to fulfil the obligations as included in the offer and/or as part of this Agreement;
 - e. An infringement of Intellectual Property Rights of Certscanner or third parties has been established;
 - f. Certscanner has grounds to assume that the Customer has a different identity from the Employer whom the Customer pretends to be;
 - g. The (employee of) the Customer expresses himself/herself by using improper language to (employees of) Certscanner;
 - h. Misuse of the Certscanner Platform.

Article 37 New Customers

- 37.1. New Customers can try the service for free during the first 21 days. If the Customer does not indicate within the trial period as referred to in this paragraph that he does not wish to use the service, the Agreement will be tacitly converted into a regular subscription for the duration of 1 year, to which the articles of these Terms and Conditions apply.