

## General Terms & Conditions

**These Terms and Conditions govern your use of the 'FutureProfessionals' website (the "Company Site") and your relationship with FutureProfessionals (the "Company", "we" or "us"). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms and Conditions, please do not register for or use the Company Site. If you have any questions on the Terms and Conditions, please contact Jefta Westra, at [info@futureprofessionals.nl](mailto:info@futureprofessionals.nl)**

### **1 Use of the Company Site**

The Company Site is provided to you for your personal use subject to these Terms and Conditions. By using the Company Site you agree to be bound by these Terms and Conditions. References to these Terms and Conditions.

### **2 Amendments**

We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of the Company Site. Any changes will be notified to you via the e-mail address provided by you on registration or via a suitable announcement on the Company Site. The changes will apply to the use of the Company Site after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the Company Site. If you continue to use the Company Site after the date on which the change comes into effect, your use of the Company Site indicates your agreement to be bound by the new Terms and Conditions.

### **3 FutureProfessional service**

3.1 If you use our FutureProfessional service, you must ensure that the details provided by you on registration or at any time are correct and complete.

3.2 You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.

### **4 Password and security**

4.1 When you register to use the FutureProfessionals service and on-line resources you will be asked to create a password. In order to prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should notify us by contacting [Support@futureprofessionals.nl](mailto:Support@futureprofessionals.nl) immediately.

4.2 If the Company has reason to believe that there is likely to be a breach of security or misuse of the FutureProfessionals Service, we may require you to change your password or we may suspend your account.

## **5 Intellectual property**

The content of the Company Site and all e-books and materials sold via the Company Site is protected by copyright, database right and other intellectual property rights. You may retrieve and display the content of the Company Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Company Site or for sale from the Company Site without written permission from the Company.

## **6 Your use of the forum**

6.1 You may not use the service for any of the following purposes:

6.1.1 disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;

6.1.2 transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;

6.1.3 interfering with any other person's use or enjoyment of the Company Site; or

6.1.4 making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

6.2 You will be responsible for our losses and costs resulting from your breach of this clause 6.

## **7 The Company's right to suspend or cancel your registration**

7.1 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.

7.2 You can cancel your registration at any time by informing us in writing at [support@futureprofessionals.nl](mailto:support@futureprofessionals.nl). If you do so, you must stop using the Company Site.

7.3 The suspension or cancellation of your registration and your right to use the Company Site shall not affect either party's statutory rights or liabilities.

## **8 The Company's liability**

8.1 The Company Site provides content from other Internet sites or resources and while the Company tries to ensure that material included on the Company Site is correct, reputable and of high quality, it does not make any warranties or guarantees in relation to that content. If the Company is informed of any inaccuracies in the material on the Site we will attempt to correct the inaccuracies as soon as we reasonably can.

8.2 If we are in breach of these Terms & Conditions, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you make the relevant order. Our liability shall not in any event include indirect or consequential loss, business losses such as lost data, lost profits or business interruption.

8.3 This clause 8 shall not limit or affect our liability resulting from any products or services sold through the Company Site being found to be unsafe or if something we do negligently causes death or personal injury. The Company shall not be liable to you for any indirect or consequential loss or damage including loss of earnings arising out of your participation in the sessions nor for an aggregate amount greater than the fee paid for the service.

## **9 Third Party Websites**

As a convenience to customers, the Company Site includes links to websites operated by other parties. We do not control such websites and we take no responsibility for, and will not incur any liability in respect of, their content. Our inclusion of hyperlinks to such websites does not imply any endorsement of views, statements or information contained in such websites.

## **10 Advertising and Sponsorship**

Part of the Company Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Company Site complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

## **11 Applicable Law**

These terms and conditions and any non-contractual obligations will be subject to the laws of the Netherlands. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within the Netherlands.

## **12 International Use**

We make no promise that materials on the Company Site are appropriate or available for use in locations outside the Netherlands, and accessing the Company Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside the Netherlands, you do so on your own initiative and are responsible for compliance with local laws.

## **13 Miscellaneous**

13.1 You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.

13.2 If you breach these Terms and Conditions and the Company chooses to ignore this, the Company will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.

13.3 We process information about you in accordance with our Privacy Policy. By using our Company Site, you consent to such processing and you warrant that all data provided by you is accurate.

13.4 The Company Site is owned and operated by FutureProfessionals. If you have any queries please contact [info@futureprofessionals.nl](mailto:info@futureprofessionals.nl)

Last update: 28th November 2012

### **Terms of purchase of goods**

**These terms relate to the paid-for services supplied to you through the Company Site such as personal websites (the “Service”) and should be read in conjunction with the General Terms & Conditions which also apply.**

#### **1 Prices and Payment**

1.1 Your order is an offer to purchase services or merchandise from us. The Service will be made available to you once your payment has been authorised. There will be no contract of any kind between you and us until you make authorised payment for the Service and you receive the order confirmation from us. At any point up until then, we may decline to supply the Service to you without giving any reason.

1.2 The prices for the Service are calculated and payable in advance as set out at the on-line store page of the Company Site. The Company shall be under no obligation to provide the Service until the price has been paid.

1.3 All prices are expressed inclusive of any VAT payable unless otherwise stated.

#### **2 Using the Service**

**2.0 Payment details:** when you subscribe you must provide us with complete and accurate payment information. By submitting payment details you promise that you are entitled to purchase the service using those payment details. If we do not receive payment authorization or any authorization is subsequently cancelled, we may immediately terminate or suspend your access to your subscription and may in suspicious circumstances contact the issuing bank and/or law enforcement authorities/other appropriate third parties. If you are entitled to a refund under these terms and conditions we will credit that refund to the card or other payment method you used to submit payment, unless it has expired in which case we will contact you.

**2.1 Pricing:** the subscription price will be made clear to you on our sign-up pages or otherwise during the sign-up process and may vary from time to time. You agree to pay the fees at the rates notified to you at the time you take out your subscription. Eligibility for any discounts is ascertained at the time you subscribe and cannot be changed during the term of your subscription. We will always tell you in advance of any increase in the price of your subscription and offer you an opportunity to cancel it if you do not wish to pay the new price.

**2.2 Pricing errors:** if we incorrectly state a price to you whether online or otherwise, we are not obliged to provide you with a subscription at that price, even if we have mistakenly accepted your offer to buy a subscription at that price, and reserve the right to subsequently notify you of any pricing error. If we do this, you may cancel the subscription without any obligation to us and we will refund you any money you have paid us in full or you may pay the correct price. If you refuse to exercise either of these choices then we may cancel your subscription or temporary access pass and will refund you any money you have paid us in full. We will always act in good faith in determining whether a genuine pricing error has occurred.

### **3 Refund policy**

3.1 Due to the digital nature of the service, no automatic right of refund or cancellation exists after they have been purchased by you in accordance with Regulation 13 of the Consumer Protection (Distance Selling) Regulations 2000. This does not affect your statutory rights.

### **4 Termination**

4.1 Your access to the Service may be terminated by written notice if you are in material breach of this agreement and the breach is not remedied within the period of 14 days after written notice of the breach has been given to you. If we reasonably believe your breach of these Terms & Conditions affects our lawful operation of the Service or third party customers we may suspend your access to the Service at any time.

### **5 Our assurance to you**

5.1 The Company warrants that it has the right to provide the Service and will use all reasonable skill and care in making the Service available to you and in ensuring its availability.

5.2 The Company is continually seeking to improve the Service. The Company reserves the right, at its discretion, to make changes to any part of the Service provided that it does not materially reduce their content or functionality.