

## General Terms and Conditions

Last updated: 3/3/2021

These general terms and conditions govern the relationship between THNK and the Participant (as defined below) with respect to the procedures involving registration and deregistration for all Programs offered by THNK School of Creative Leadership (hereinafter THNK).

### 1. Definitions

- General Terms and Conditions: these general terms and conditions;
- Registration: the registration process on the Website, or the registration form, through which a natural person registers for a Course;
- Agreement: the full agreements between the Participant and THNK, consisting in the Registration, the NDA, these general terms and conditions, the representations on the Website with regard to the Course as well as any other agreements;
- Participant: a natural person registering for a Course through the Website;
- Course: the sessions making up the Course, as well as the modules and training courses offered and organized by THNK;
- THNK: THNK Holding B.V., having its registered office at Keizersgracht 264 in (1016EV) Amsterdam, The Netherlands and registered in the trade register under number: 78441870;
- Investment amount: the Course fees as stated on the Website, applicable for the full length of the course.
- Intellectual Property Rights: means all, copyright, trademark rights, copyright in the teaching materials, (intellectual property) rights resulting from or arising out of a Course and/or other (intellectual property) rights, also including rights pertaining to data bases, information provided by THNK, content of the Website or other products of commercial knowhow owned by or licensed by any third party to THNK or any of its group companies and relating to or embodied in the products, Courses or any other materials provided by THNK.
- Services: All services provided by THNK for the Participant, more specified all services regarding – amongst other things – the organization of Courses, modules and training courses.
- Website: the website with domain name <http://www.thnk.org>

### 2. Applicability

- 2.1. These General Terms and Conditions govern the legal relationship between THNK and the Participant. These General Terms and Conditions apply to the relationship between THNK and Participant, also if the Agreement is no longer in force.
- 2.2. Upon Registration the Participant indicates to have read, understood and agreed to be bound by these General Terms and Conditions and all other rights and obligations, for example but not excluding the privacy policy and cookies, as stated on the Website. THNK will make these General Terms and Conditions available to the Participant in such a way that allows them to be stored and inspected in the future.
- 2.3. THNK reserves the right to amend, add or remove any provision of these General Terms and Conditions at all times. THNK will give timely notice to the Participant of any changes to

these General Terms and Conditions.

- 2.4. The applicability of any general terms and conditions of the Participant is expressly rejected.
- 2.5. Deviation and/or additions to any provision of these terms and conditions shall solely be applicable when explicitly agreed in writing and shall have no general effect. All other remaining provisions shall remain unimpaired remain in full force and effect.
- 2.6. All rights and claims stipulated by THINK in these General Terms and Conditions and in any further agreements are also stipulated for the benefit of its employees and any third parties whose services are engaged by THINK.
- 2.7. If any one or more of the provisions contained in the General Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these General Terms and Conditions, and these Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

### **3. Formation of an Agreement with regard to the Registration for a Course**

- 3.1. An Agreement comes into effect on the date that a Participant receives a notice from THINK confirming the Course.
- 3.2. The Participant warrants that the information he or she has provided upon registration is complete, accurate, correct and up-to-date. The Participant is fully responsible for the consequences of any misstated facts.
- 3.3. In the event of a breach of contract on the part of the Participant THINK is entitled to terminate the Agreement with the Participant. In such cases the Participant may also be denied access to the Course and the other facilities.
- 3.4. By accepting the Registration, THINK takes on a best efforts obligation to provide the Participant with the Course for which it has registered and as described in the Course information.
- 3.5. For quality improvement purposes and reprogramming purposes (mandatory and otherwise) THINK reserves the right to make interim changes to a Course.
- 3.6. In the event of the unforeseen cancellation of any of the sessions making up the Course THINK will, if possible, within the time frame of the relevant Course curriculum, ensure that a so-called extra session is arranged.
- 3.7. THINK shall not be liable or obliged to pay compensation of any kind if, for whatever reason, a Participant is prevented from attending any part of the Course.
- 3.8. Obvious mistakes or errors on the Website do not bind THINK. In the event of a mistake and/or error THINK shall inform the Participant as soon as possible.

### **4. Cancellation**

- 4.1. Cancellation of enrolment in a Course is governed by the provisions of the Course and the registration form.
- 4.2. Notification of cancellation must always be sent in writing (by letter or e-mail). The date of the postmark on the cancellation letter or the date of transmission of the relevant e-mail in question shall be regarded as the date on which notice of cancellation was given. The financial obligations arising from a cancellation are stipulated in article 4.3.
- 4.3. Cancellation charges:
  - o If a Course is cancelled up to 12 weeks before the start of the Course, there will be a

- charge of 10% of the total investment amount agreed.
  - If a Course is cancelled 8 to 12 weeks before the start of the Course, there will be a charge of 25% of the total investment amount agreed.
  - If a Course is cancelled 4 to 8 weeks before the start of the Course, there will be a charge of 50% of the total investment amount agreed.
  - If a Course is cancelled less than 4 weeks before the start of the Course, there will be a charge of 100% of the total investment amount agreed
- 4.4. Cancellation fees mentioned in article 4.3 will be paid within 4 weeks after cancellation is received in accordance with article 4.2.
- 4.5. If the reason for cancelation is due to extraordinary circumstances on the side of the Participant, THINK, at its own discretion, might agree to allow participation in the following Course of the same type.
- 4.6. Refunds for already paid Investment amounts by Participants will be issued by the same method of payment and on the same credit or debit card as the original payment was made by participant.

## 5. Set-up and dates of the Course

- 5.1. THINK reserves the right to change the set-up of the Course as far as place and times are concerned.
- 5.2. THINK shall have the right to cancel a Course. If a Course is cancelled by THINK, the Participant will be released from his or her obligations and he or she will not be charged any costs and any relevant invoices already paid by the Participant shall be reimbursed.

## 6. Payment

- 6.1. The current Investment amount for the Course will be specified on the Website. The most recent Investment amount always apply and are always available on the Website. Investment amounts for Courses may change from time to time, but changes will not affect any already formalized Registration.
- 6.2. Access to a Course is provided only to Participants who have paid the Investment amount in full.
- 6.3. Payment for the Course by the Participant must be made before the first planned session of the Course or before the due date specified on the relevant invoice. In the case of online registration, payment is due immediately in order to complete the Registration.
- 6.4. If payment fails to be made before the first planned session of the Course or within the term specified on the invoice, the Participant will be in default and in that case owe default interest equal to 1% of the original invoice amount per month, for which purpose a part of a month will be regarded as a full month. In addition, the Participant will owe extrajudicial collection costs equal to 15% of the original invoice amount.
- 6.5. If the Participant is in arrears in the payment of the Investment amount, the balance shall be due and payable with immediate effect.
- 6.6. In the event that the Participant has not fulfilled its payment obligations THINK has the right to suspend the Agreement or terminate the Agreement until the Participant has fulfilled all of his/her payment obligations, including the payment of all interest and extrajudicial costs and other reasonable additional costs incurred by THINK.

## 7. Intellectual property rights

- 7.1. All Intellectual Property rights remain the property of THINK.
- 7.2. No part of any information provided by THINK via their Website or their Courses may be reproduced, stored in an automated database or disclosed to a third party in any form or in any way whatsoever, be it electronically, mechanically, by means of photocopies, recordings or in any other manner, without the prior written permission of THINK.
- 7.3. Participant shall use such Intellectual Property only within the scope and for the purpose of the Courses and shall not make any reproductions, changes, additions, improvements, alterations, analysis, reverse engineering or modifications or disclose such Intellectual Property to any third parties.

## 8. Confidentiality

- 8.1. Confidential Information (as defined in article 8.2) may not be shared with third parties with the exception of the receiving party's personnel, including employees, agents, and subcontractors, on a "need-to-know" basis in connection with the Agreement, so long as such personnel have agreed in writing to treat such Confidential Information with the same level of confidentiality as provided for in these General Terms and Conditions.
- 8.2. Confidential Information shall mean: Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

## 9. Liability

- 9.1. THINK shall have a best efforts obligation in the performance of the Agreement.
- 9.2. THINK shall not be in default until after the Participant has sent written notice of default to THINK by registered letter.
- 9.3. THINK shall not be liable for any type of losses or damages, such as personal injury, immaterial damage, consequential damage, lost profits, loss of income, business interruption or loss of data, unless such losses and/or damages are the result of fault or negligence on the part of THINK.
- 9.4. Notwithstanding any provisions in this article 9, liability on the part of THINK shall always be limited to the amount paid out by its professional liability insurance in the relevant instance. To the extent that THINK's liability insurance does not provide cover, it may be held liable only for the direct, purely financial loss suffered by the Participant and/or any third parties, maximized to the Investment amount. The only exception to this maximum liability is in case of intent (opzet) and/or gross negligence (bewuste roekeloosheid) of THINK.
- 9.5. THINK shall not be liable for any damage caused by third parties whose services are engaged by THINK.
- 9.6. THINK shall not be liable for any damage caused by the use of the Website and the information and products available through websites of third parties referred to by links on the THINK Website except and if there is intent or gross negligence on the part of THINK.
- 9.7. Any claims against THINK must be addressed to THINK by the Participant in writing within one year after the cause of the damage has occurred or the Participant has learned of the

damage.

- 9.8. The Participant indemnifies THINK and holds THINK harmless from and against any claims from third parties against THINK on whatever grounds, resulting from any acts and/or omissions on the part of the Participant.

## 10. Complaints procedure

- 10.1 Participants having a serious and substantiated complaint about, for example, the content or the organization of teaching may communicate this to the management in writing (by letter or email) within 14 days after the receiving the session(s) of the Course.
- 10.2 Complainants will receive a reply within 2 weeks. In the event that an answer/solution cannot be issued within 2 weeks following receipt of the complaint, THINK will, within that period, notify the person(s) against whom the complaint has been made and the complainant in writing of the reason(s) for the delay and the period within which the answer/solution will be issued.
- 10.3 Complaints are always treated confidentially.
- 10.4 Complaints are registered for at least 2 years.
- 10.5 If a complaint is justified, THINK shall have the opportunity to properly execute the Agreement, meaning the replacement of the Product. In the event that it is no longer possible to execute the Agreement according to objective standards, THINK shall refund to the Participant the Investment Amount or in the event of a partly justified complaint, the value of the sessions regarding the complaint.

## 11. Website and Newsletter

- 11.1. THINK has taken all measures reasonably possible to ensure that the data transmitted and obtained through the Website are protected against unauthorized use.
- 11.2. THINK complies strictly with GDPR guidelines related to processing of personal data.

## 12. Privacy

- 12.1 The Participant is aware that by using the Website he/she provides certain data to THINK, for example name, address, bank details and e-mail address.
- 12.2 THINK shall treat all data from the Participant in conformity with the privacy legislation.
- 12.3 THINK will record the data of the Participant for the acceptance and performance of the Agreement as well as for customer relationship management purposes. THINK may also use these data for the purpose of informing the Participant about offers and other Services provided by THINK. If the Participant does not wish to receive such information, he or she may inform THINK to that effect by means of the Website.
- 12.4 The Participant has the right to inspect the data and to correct these.
- 12.5 THINK has a separate Privacy policy, which provides more details and is integral part of the agreement. By agreeing to these General Terms and Conditions, the Participant agrees to the privacy policy applied by THINK, as shown on the Website.

## 13. Force Majeur

- 13.1. The term force majeure means any circumstance on the basis of which any (further) fulfilment of the Agreement by THINK cannot reasonably be required. This includes in any event - but not exclusively - data loss as a result of computer breakdown, virus infection or

hacking by third parties, strike or lock-out; illness of personnel; non- or untimely performance by THINK's suppliers; nature-/nuclear disasters; war, danger of war; negligence of THINK except for willfulness or gross negligence, and other circumstances which are beyond THINK's reasonable control.

- 13.2. In the event that THINK is prevented by force majeure from fully or partially performing their Services, THINK will be entitled to suspend the performance of the Services or to consider the Agreement as wholly or partially dissolved without any judicial intervention being required, all this at its discretion, without THINK being obliged to compensate any loss suffered by the Participant.
- 13.3. In the event the force majeure takes place when THINK has already partly fulfilled its obligations towards the Participant that arise from the Agreement and has already partly carried out Services - and independent value accrues to the Services already performed - THINK will be entitled to invoice the respective Services separately. In this case, the Participant will be obliged to pay the respective invoice of THINK.

#### **14. General provisions**

- 14.1. If THINK at any given moment does not demand performance of one or more provisions in the Agreement, this does not mean that, by doing so, it has waived their applicability, nor does it indicate, by so doing, that the Participant is entitled not to perform one or more provisions in this Agreement.
- 14.2. The voidness, voidability or other non-enforceability of any of the provisions of the Agreement shall not affect the legal effect of the remaining provisions of the Agreement. If a provision of the Agreement should prove to be void, voidable or otherwise non-enforceable, THINK will within a reasonable term provide for a new provision which legal effect will approach THINK's original intention as closely as possible.
- 14.3. E-mail messages transmitted by THINK are regarded as having been received within 24 hours from having been sent to the e-mail address stated by the Participant.

#### **15. Governing law, competent court**

- 15.1. The Agreement including these General Terms and Conditions and the legal relationship between the Participant and THINK are governed by Dutch law.
- 15.2. Any disputes which cannot be resolved amicably shall be submitted to the district court of Amsterdam.