



Terms of Use

This service is offered to you via the internet as Software-as-a-Service by the company Brainstud B.V. The use of this software is subject to the conditions below. By using this software, you agree to these conditions. Deviations from these conditions are only binding if they have been accepted in writing by Brainstud B.V.

This is version 1.3 of the terms of use of this software, last updated on 20 August 2024.

Article 1. Use of the Service

- 1.1. On this software you can use an online learning environment where various learning products are offered.
- 1.2. To use this software, you must first register. After your registration is complete, you can immediately log in to your account and use this software.
- 1.3. You must protect access to your account by means of your username and password from unauthorized persons. In particular, you must keep your password strictly confidential. Brainstud B.V. may assume that everything that happens from your account after logging in with your username and password is done under your direction and supervision. You are therefore liable for all these actions, unless you have reported a security problem for your account to Brainstud B.V. and Brainstud has been able to take adequate measures.
- 1.4. By registering with Brainstud, you give permission for the processing of your personal data insofar as this is necessary for making the services you have purchased available. In addition, you give Brainstud permission to use your personal data to send you information about the purchased services and any new or other services from Brainstud. Please consult Brainstud B.V.'s privacy statement for more information.

Article 2. Rules of Use

- 2.1. It is prohibited to use this software for actions that are in violation of Dutch or other applicable laws and regulations or with generally accepted standards of conduct. This includes, among other things, storing or distributing information via the service that is defamatory, libelous, or racist. Whether this is the case is to be determined by Brainstud.
- 2.2. It is prohibited to circumvent the security measures of this software, to provide third parties with access to this software via your account, to use this software for purposes other than as a learning environment, to commercialize this software without Brainstud's permission, or to modify, decompile, or apply reverse engineering to this software and its associated software and systems.



2.3. If Brainstud B.V. is of the opinion that you are violating the above conditions, or receives a complaint about this, Brainstud B.V. may independently and immediately take measures to end any action in violation of Article 2.1 or 2.2. This may mean, among other things, that you temporarily or permanently have no access to your account and the information stored therein.

2.4. If, in the opinion of Brainstud B.V., interference, damage, or other danger arises for the functioning of the computer systems, software, or network of Brainstud B.V. or third parties and/or of the service provision via the internet, in particular through excessive sending of e-mail or other data, leaking of personal data, or activities of viruses, Trojans, and similar software, Brainstud B.V. is entitled to immediately take all measures it reasonably deems necessary to avert or prevent this danger.

2.5. Brainstud B.V. is at all times entitled to report detected or suspected criminal offenses.

2.6. Brainstud B.V. may recover the damage resulting from violations of these conditions from you. By accepting these conditions, you indemnify Brainstud B.V. against all claims from third parties resulting from a violation of these conditions.

Article 3. Availability and Maintenance

3.1. Brainstud B.V. makes every effort to keep this software available, but does not guarantee uninterrupted availability.

3.2. Brainstud B.V. actively maintains this software. If maintenance is expected to lead to a reduction in availability, Brainstud B.V. will, where possible, carry out this maintenance when the use of this software is relatively low. Maintenance is announced in advance where possible. Maintenance related to emergencies can take place at any time and is not announced in advance.

3.3. Brainstud B.V. may from time to time adjust the functionality of this software. Your feedback and suggestions are welcome, but ultimately Brainstud B.V. decides which adjustments it will or will not implement.

Article 4. Intellectual Property

4.1. This software, the associated software, and all information and images on the website are the intellectual property of Brainstud B.V. These may not be copied, modified, or used in any other way without prior express written permission from Brainstud B.V., except in cases where this is legally permitted.

4.2. Information that you store or process via this software is and remains your property (or that of your suppliers). However, you grant Brainstud B.V. the right to use this information exclusively in a fully anonymized form and without indication of origin, in a limited way to improve this software and the associated services of Brainstud. You can revoke this right of use by removing the relevant information from your account and/or terminating the agreement with Brainstud.

4.3. If you send information to Brainstud B.V., for example feedback about an error or a suggestion for improvement, you grant Brainstud permission to use this



information for this software. This does not apply to information that you explicitly mark as confidential.

4.4. Brainstud B.V. will not take cognizance of data that you store and/or distribute via this software, unless this is necessary for proper service provision or Brainstud B.V. is obliged to do so under a legal provision or court order. In that case, Brainstud B.V. will endeavor to limit the cognizance of the data as much as possible, insofar as this is within its power.

Article 6. Liability

6.1. Except in the case of intent or gross negligence, the liability of Brainstud B.V. is limited to the amount you have paid for the three months preceding the moment of the damaging event.

6.2. Brainstud B.V. is expressly not liable for indirect damage, loss of data, consequential damage, lost profits, missed savings, and damage due to business stagnation.

6.3. A condition for the creation of any right to compensation is that you report the damage to Brainstud B.V. in writing and substantiated no later than two months after discovery.

6.4. In case of force majeure, Brainstud B.V. is never obliged to compensate for any damage caused to you. Force majeure includes, among other things, disruptions or failures of the internet, telecommunications infrastructure, power outages, domestic unrest, mobilization, war, transport disruptions, strikes, lockouts, business disruptions, stagnation in supply, fire, and flooding.

Article 7. Duration and Termination

7.1. These conditions apply as soon as you use this software and remain in force as long as you continue to use it. The binding nature of these conditions can only be terminated simultaneously with the termination of the use of your account and this software.

7.2. Brainstud B.V. is entitled to unilaterally terminate your account if you have not logged in for eighteen months. In that case, it will first send a reminder email to the email address linked to your account.

7.3. You can request the data you store or process via the service at any time via the Service Desk. Email support@brainstud.com for this purpose.

Article 8. Changes to Conditions

8.1. Brainstud B.V. may adjust these conditions as well as the prices at any time.

8.2. Brainstud B.V. will announce the changes or additions at least fourteen days before their entry into force via the service so that you can take note of them.

8.3. If you do not wish to accept a change or addition, you can terminate the agreement until the date of entry into force. Use of the service after the date of



entry into force constitutes acceptance of the changed or supplemented conditions.

Article 9. Other Provisions

- 9.1. Dutch law applies to this agreement.
- 9.2. Any disputes arising from the use of this software or these conditions must be submitted exclusively to the competent court of the place of establishment of Brainstud B.V.
- 9.3. The version of communication or information as stored by Brainstud B.V. is deemed to be correct, unless you provide evidence to the contrary.
- 9.4. If a provision in these terms of use proves to be void, this does not affect the validity of the rest of the agreement. In this case, the parties will establish (a) new provision(s) as a replacement, which as far as possible corresponds to the intention of the original void provision.
- 9.5. Brainstud B.V. is entitled to transfer its rights and obligations under the agreement to a third party.