

## Creazzia – Terms of Use

These terms of use agreement (“Terms”) is a legal agreement between Creazzia, Tilburg, The Netherlands (“Creazzia”, “us” or “we”) and the organizations or people (“Client”, “Clients”, “you”) who will purchase or use Creazzia functionality, services, content, website or other materials available online and offline through Creazzia (“Creazzia Services”). A distinct part of Creazzia Services includes courses, workshops, demonstrations, coaching, counseling or any other meetings with the aim of transferring and/or increasing knowledge and/or skills or guiding a process of change, collectively called “training” hereafter.

Please read and agree to these Terms before starting using Creazzia Services. If you do not agree to these Terms, you must not access or use Creazzia Services. If you have any questions or would like to provide feedback about these Terms, please contact us: [info@creazzia.com](mailto:info@creazzia.com).

### 1. Personal right of use of Creazzia Services

#### 1.1. Access to Creazzia Services

- a. To use Creazzia Services you must be 18 years of age or over, or have the consent of a parent or guardian. Please refer to the [Creazzia Privacy Policy](#) for more information on Creazzia safety of children.
- b. Subject to your compliance with these Terms, you are granted a personal, non-exclusive, revocable, non-assignable and non-transferable right to use Creazzia Services subject to the limitations described in the remainder of these Terms.
- c. Access to the Creazzia Services is permitted on a temporary basis and we reserve the right to withdraw or amend the Creazzia Services without notice. At times we may restrict access to (parts of) Creazzia Services to users who have registered with us. We will not be liable if for any reason Creazzia Services are unavailable at any time or for any period.
- d. To access member-only Creazzia Services you need to register with us by for which an account with an username and password (“Account” will be provided by a Creazzia administrator. You may choose to change the password later for privacy reasons. We encourage you to use "strong" passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) with your Account.
- e. You are responsible for making all arrangements necessary for you to have access to Creazzia Services. You are also responsible for ensuring that all people who access Creazzia Services through you are aware of these terms, and that they comply with them.

#### 1.2. Your Conduct

- a. If you choose, or you are provided with, Account or any other piece of information as part of Creazzia security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any Account, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms. If you have any concerns that your Account may have been misused, you should contact us immediately at [info@creazzia.com](mailto:info@creazzia.com) to inform us.
- b. You agree to use Creazzia Services only for lawful, personal, and informational purposes. You agree that you will not use any resource made available on Creazzia Services in any manner that

- is malicious or that violates any applicable local, state, national, or international law, or the intellectual property or proprietary rights of any third party.
- c. You agree not to use any automated tool, such as a web scraping tool, a bot or web robot, or web automation, to mine Creazzia Services for information or to fill out forms on Creazzia Services, that you will not circumvent any technical measures implemented to prevent or limit such access.
  - d. You will not circumvent or attempt to circumvent any security or access control technology implemented on Creazzia Services, or on any servers, network or associated systems or physical premises operated by or for the benefit of Creazzia.
  - e. Upon detection of your misuse of the personal right of use of Creazzia Services, your access to Creazzia Services will be terminated instantly.

## **2. Contract, Payment and Delivery Terms**

### **2.1. Agreement and conditions regarding 'in company' training**

- a. Regarding an 'in company' training, the client will request a quote from Creazzia.
- b. The agreement regarding participation in an 'in company' training is established by full acceptance of the quote in a written form, e.g., via email.
- c. The content of the offer is a representation of the agreement. A deviating acceptance of the quote is considered a rejection of the original offer and an invitation to make a new quote. Creazzia is not obliged to draw up a new quote.
- d. A training or part of it can be cancelled or moved to another date free of charge up to four weeks before the agreed date. When moving less than four weeks – and longer than one (1) week – before the date, 50% of the amount will be charged. In case of relocation within one (1) week before the agreed date, the full training amount is due.

### **2.2. Payment**

- a. After registration for a training as stated in Articles 2.1. or acceptance of the quotation and participation in a training as referred to in Article 2.2, Creazzia will send an invoice regarding the training to the client. The invoice must be paid no later than 14 days after the invoice date. Payment is made via a bank transfer to a bank account as stated in the invoice.
- b. If the client does not pay within the term referred to in paragraph a. of this article, he is legally in default without further notice of default being required. In that case, the client also owes interest of 3% per month from the due date until the date of full payment, calculated on the outstanding invoice amount, whereby a part of a month is regarded as a whole.
- c. If the client does not pay or does not pay on time, the resulting costs for Creazzia will be for the client's account. These costs include all judicial and extrajudicial costs, such as the costs of summons, collection, counsel/lawyer. The extrajudicial costs are set at least 15% of the amount to be claimed.

### **2.3. Cancellation by Creazzia**

Creazzia reserves the right to cancel the training up to two (2) days before the first training day. The clients will be informed about this without delay. Creazzia will refund the money paid by the client. If possible, Creazzia offers the client an alternative. If the client makes use of this, the money will not be refunded. In the event of a refund, Creazzia uses a refund period of 14 days.

### 3. User Content

- a. You are solely responsible for all text, images, audio, video, location data, and all other forms of data or communication that you submit or transmit to, through or in connection with Creazzia Services (“Your Content”). Once you submit Your Content through Creazzia Services it cannot always be withdrawn.
- b. You assume all risks associated with Your Content, including anyone else’s reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own or have the necessary permissions to use and authorize the use of Your Content by others who may access Creazzia Services. You acknowledge that you may expose yourself to personal liability by sharing through Creazzia Services.
- c. You agree not to transmit through Creazzia Services any information that you know to:
  - be untrue, unlawful, fraudulent, threatening, malicious, harassing, abusive, libelous, defamatory, obscene, or otherwise objectionable or harmful, or
  - contain or link to a virus, bug, worm, malware, Trojan horse, or other harmful or disruptive element, or
  - violate any third-party right (such as copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right).
- d. Creazzia reserves the right to moderate Creazzia Services and to remove, screen, or edit Your Content from Creazzia Services at our sole discretion, at any time, and for any or no reason, with no notice to you.

### 4. Creazzia’s Right to Use Your Content

The ownership of Your Content will remain with you and any third party whose content you include in Your Content. By posting Your Content on Creazzia Services, you grant us a worldwide, non-exclusive, royalty-free and perpetual license to use, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, license, sub-license and otherwise make available the User Content anywhere and in any form for the purposes of providing Creazzia Services, including, for example, to create derivative works, use for advertising or marketing, or repurpose in another medium.

### 5. Confidentiality and Privacy

- a. Our right to use Your Content, as outlined in Article 4, does not in any way affect your privacy rights. Creazzia treats all your information and data towards third parties with confidentiality and takes all possible precautions to protect your interests. Creazzia processes the personal data provided by you in accordance with the [Creazzia Privacy Policy](#).
- b. You will not inform third parties about Creazzia’s approach, working method and the like, without Creazzia’s permission.

### 6. Intellectual Property

- a. The materials used and distributed through Creazzia Services, including but not limited to text, software, photographs, graphics, illustrations, artwork, video, music, and sound, and names, logos, trademarks and service marks, are the property of Creazzia or its affiliates or licensors and are protected by copyright, trademark and other laws. All such content may be used solely for your personal, non-commercial use. You agree not to modify, reproduce, retransmit, distribute,

disseminate, sell, publish, broadcast, or circulate any such material without the written consent of Creazzia.

- b. You agree not to copy, reproduce, distribute, display portions of, or link to Creazzia Services or any products, services, information, or other materials available through Creazzia Services, for commercial purposes without the prior express written consent of Creazzia. You may not utilise any data mining tools, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any parts of Creazzia Services, without Creazzia's express written consent. You also may not create and/or publish your own database that features substantial (e.g. our prices and product listings) parts of Creazzia Services without Creazzia's express written consent.
- c. All intellectual property rights, including, without limitation, all copyrights, database rights, rights in trade marks (except as specifically provided below), rights in designs, rights in know-how, rights in patents and inventions as well as all other intellectual or industrial property rights, relating to any information, content, materials, data or processes contained in Creazzia Services belong to Creazzia, its affiliates and/or its content suppliers. All such intellectual property rights of Creazzia, its affiliates and/or its content suppliers are hereby reserved.
- d. Except where expressly stated to the contrary, all persons (including their names and images), third party trademarks and images of third-party products, services and/or locations featured on Creazzia Services are in no way associated, linked or affiliated with Creazzia. Any trademarks/names featured on Creazzia Services are owned by the respective trademark owners. Where a trademark or brand name is referred to, it is used solely to describe or identify the products and/or services, and it is in no way an assertion that such products or services are endorsed by Creazzia.

## 7. Creazzia website

- a. You may link to Creazzia website ([www.creazzia.com](http://www.creazzia.com)), provided you do so in a way that is fair and legal and does not damage Creazzia reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- b. You must not establish a link from any website that is not owned by you.
- c. The Creazzia website must not be framed on any other site, nor may you create a link to any part of the Creazzia website other than the Home page. We reserve the right to withdraw linking permission without notice.
- d. Although we make reasonable efforts to update the information on the Creazzia website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Creazzia website is accurate, complete or up to date.

## 8. Indemnity / Compensation

### 8.1. Indemnities — where you may owe us

- a. You agree to indemnify, defend and hold harmless Creazzia, its employees, consultants, agents, and affiliates, from all third-party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of Creazzia Services or your breach of these Terms of Use.
- b. If you breach any of your obligations under this agreement and, as a result, cause us to be sued by anyone else, you will have to compensate us for any loss we have suffered as a result, which

includes any costs, such as paying lawyers, or for our own time, we incur defending a claim as well as any damages awarded.

- c. If your breach causes you to be sued by someone else, you will not sue us for any loss you suffer as a result.

## 8.2. Exclusion — what we do not owe you

- a. Creazzia is not liable for any damage caused by or related to your usage of Creazzia Services that was not reasonably foreseeable at the time we made this agreement and unless Creazzia can be blamed for intent or gross negligence.
- b. If at any time, despite the provisions of paragraph 7.2.a., Creazzia is liable for any damage, this will be limited to the amount you have paid us for a service, where:
  - i. Our liability is zero for free service.
  - ii. Where you make periodic payments, our liability is limited to the value of the last payment you paid us.
- c. Creazzia is not liable for any loss which is indirect or consequential. That includes any loss of business or profit.

## 9. Complaint policy

Creazzia is committed to providing the best possible service that we can. We encourage all feedback from customers, including compliments, complaints and ideas, because they help us improve the services we provide. If you are unhappy with the service provided by Creazzia - whether it is the learning experience, the support you are receiving or about staff and the organization itself – please follow the complaint procedure outlined below to submit your complaint.

### *Procedure for submitting complaints to Creazzia*

- a. The best approach is to complain directly to the people involved, as they may respond and be able to put things right immediately. You should make your complaint within 3 months of the event or problem occurring by providing as much relevant information as you can, including times, dates, places and names of people concerning the complaint. You can send the complaint by email ([info@creazzia.com](mailto:info@creazzia.com)) or website (<https://creazzia.com/contact-us/>).
- b. You will get a first response within one (1) week of receipt of your complaint, and a further substantive written response within four (4) weeks. If a longer period is required for investigation, you will be informed before the expiry of this period via email or phone. A new date will be communicated when it is expected to be able to provide a definitive answer.
- c. If the complaint cannot be settled to the satisfaction of you and Creazzia, an independent third party will be asked for a binding advice. This independent third party is Mr. C. van Oirschot ([chmvano@gmail.com](mailto:chmvano@gmail.com)). The advice is binding for Creazzia and within two weeks to be handled.
- d. Complaints are treated confidentially.
- e. Complaints and the manner of handling of the complaints are registered and kept for a period of two years.

## 10. Updates to these Terms of Use

We reserve the right to change, modify, add or remove parts of these Terms at our own discretion. We will post notice of such changes on the Creazzia website or notify you by e-mail of such changes to the e-mail address we have registered for you.

If you continue to use Creazzia after a change has been made, your use indicates that you agree that you have read, understood and accepted the changed Terms. If you do not agree to any changes to the Terms, you must stop using Creazzia Services.

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