

User agreement A New Spring web application

These conditions apply to the use of the e-learning web application ("the Web Application") offered by A New Spring BV, registered in Rotterdam and registered there with the Chamber of Commerce under number 24308587 ("ANS").

Access to the Web Application

ANS gives you, through a username and password, access to an administrator account for the Web Application. With this account you can manage the Web Application to your discretion, add or disable functionality, create and manage accounts for individual users, all within limits set by ANS.

Any use of the Web Application requires an account, which can be accessed by means of a user name and password. To each account, one or more roles are accredited (such as administrator, teacher / supervisor, designer, author or student) each with its specific rights, obligations and restrictions. Accounts are personal and may not be shared or transferred.

You may only authorize third parties to use accounts with the purpose of resale (reselling) of the Web Application. As a reseller you need to close a binding agreement with your clients of which the contractual terms are substantially similar to these present conditions.

You can use the administrator account to create other accounts. For each account, the requested identification and contact details of the target user needs to be provided. This information must be complete, correct and up to date during the existence of the account. You may only provide access to accounts to those individuals that are registered as users.

You need to guard the administrative username and password carefully and do not share it with any unauthorized third party. All proceedings that come to pass through the administrator account or any individual account, shall be deemed to happen under your responsibility and oversight, even if the user does not work within your organization. In case of suspected abuse you need to report this as soon as possible to ANS, who will then take action.

Terms of Use

You may use the Web Application and its corresponding functionality at your own discretion and have users exercise their roles through their accounts, within the limits set by ANS. Any use, however, must focus on creating, distributing and managing courses or supplements to courses via the Internet.

You and your users may not undertake activities that disrupt or interrupt the Web Application or underlying hardware and software. ANS will be entitled to set limits on the use of the Web Application when certain use puts a disproportionate burden on the Web Application or underlying hardware or software. Use of the free demo features that exceed demonstrating, evaluating and testing will always be regarded as disproportionate.

When a violation of the preceding paragraph takes place, ANS will ask you to take appropriate action. If this does not happen, ANS itself can take measures such as the removal of stored data, suppressing data traffic or limiting or blocking access to the Web Application.

ANS has the right to block or close accounts in case of suspected unauthorized use or in case of use in violation to this agreement, or when ANS can not reasonably be expected to still grant access to the Web Application from this account.

ANS will not peruse information that is transmitted from or stored at the Web Application, except for publicly available information, when the knowledge is explicitly agreed upon with you, the knowledge is inevitable or necessary for improving the working of the Web Application or when ANS is legally required by law, by authorized order or writ. In such cases, ANS endeavors to limit peruse to a minimum and will maintain confidentiality as to what has been noted.

Access to courses

A person who wants to purchase a course using the Web Application must be a registered user. You are responsible for the proper conduct of this registration.

ANS allows you to issue access codes to persons. These individuals can convert their access code into a license by registering via the Web Application. The course which is attached to this license, will then become available. The license is activated at the moment the student starts the course after login.

An access code can apply for one or more courses. The price of an access code equals the price of the licenses that can be activated with the password. An access code will be charged at the end of the calendar month in which it was created. An unused access code can be removed within the same calendar month of issue without being charged.

Availability of the Web Application

ANS will strive to ensure uninterrupted availability of the Web Application and the underlying systems and networks, and to bring about access to your saved content. This availability is subject to the conditions from the Service Level Agreement.

ANS will endeavor to keep its hardware and software up to date, but is dependent in this on its supplier(s). ANS is entitled to not install certain updates or patches when it deems that this does not benefit a proper operation of the Web Application.

ANS is, at its discretion, entitled to modify the Web Application from to time. Where substantial modifications are planned, ANS will inform you in time and take your feedback into account. The decision to perform a modification, however, remains entirely with ANS.

ANS will make regular backups of your saved content for continuity purposes. Backup copies or individual files there from are only available in exceptional cases and upon payment of the usual ANS hourly rate and other expenses.

Intellectual property

All intellectual property rights of the Web Application are owned by ANS. ANS grants you a limited license to use the text, images, videos and the like ("Content") presented in the Web Application, for providing e-learning and for managing of the Web Application for your users. This license expires upon termination of this Agreement, regardless the reason.

It is prohibited to copy, alter, redevelop, disassemble or otherwise discover the source code, or create derivative works of the Web Application, or provide or incite users or third parties with the opportunity to do so.

Except for the Content that you or your users add to the Web Application, all the rights on all Content available on the Web Application resides with ANS and its suppliers. Any other use of the Content is not allowed and will be considered to be a violation of the copyrights of ANS and its suppliers.

It is not allowed to transfer rights with regards to the Web Application or parts thereof, establish any security thereon, or to transfer user rights from this agreement in whole or in part, or allow third parties to use them.

ANS ensures that the Web Application and the content made available therein breach no rights of any third party. ANS secures you against all claims made by third parties in that matter.

Stipulations concerning your Content

If you or a user upload own content to the Web Application, you warrant that you are entitled to do so. You secure ANS from all third party claims that the uploading or use of this content is in conflict with the law.

ANS reserves the right to take measures such as removing or disabling access to Content, if Content is, in the opinion of ANS, contrary to provisions of Dutch law. When it is sufficiently plausible that there is a case of unlawful conduct towards a third party, ANS is also entitled to hand over personal data of you or the users involved to these third parties. ANS will notify you of any measures.

ANS will endeavor to keep your uploaded content available but makes no guarantees about this except as agreed in the Service Level Agreement. ANS is not liable for any loss or damage you may suffer due to unavailable, incorrect or incomplete content.

Processing of personal data

Personal data of users is processed through the Web Application. By entering the personal data you guarantee that you have consent or a legal basis for processing through the Web Application. You secure ANS in this respect against all claims by third parties.

ANS will process personal data only for delivery of the Web Application and related services (including improving the Web Application), to oppose abuse and in any case where processing is necessary for the interests of ANS and these interests prevail over the privacy of the individual. In other cases, ANS will request your permission before processing personal data.

ANS will take adequate and appropriate security measures to protect personal data against loss or any form of unlawful processing. Upon request, ANS will inform you about these.

Prices and Payment

For the use of the Web Application an annual license is required per user of the type Student per course. Use by other types of users is free. Licenses can be acquired by exchanging credits, at the price that is mentioned on the Web Application (and / or website). Licenses are linked to courses and Students and are not transferable, convertible or adjustable.

Credits can be purchased on request or via the payment interface that ANS offers through the Web Application and / or website. The price of credits is published on the website and in the payment interface and is dependent on the number of credits that is being bought. Credits are valid for an indefinite period of time during the term of the contract.

An acquired license must be activated within twelve months, otherwise ANS can discard it, without right of refund. Licenses are only refundable (in the form of credits), when errors or omissions are evident in the Web Application that result in the student actually being hampered in the use of the Web Application and are evidently harmed by this.

Activation of a license takes place at the first entry of the student or when the course is automatically activated by the Web Application. The course will then remain active for the period of time that is set for the course as is specified in the Web Application. If a period is set at longer than twelve months, a new license will be activated for this course after that. Additional licenses are charged through credits.

ANS reserves the right to change prices and rates when circumstances provoke this. This will be announced at least two months in advance and you will get the opportunity to terminate the agreement if you do not agree with the price change.

All prices and rates mentioned are set in Euros and excluding sales tax.

Liability

ANS accepts liability to pay damages only in case this is defined in this article.

ANS is only liable for damages in the event of an imputable breach in keeping the Agreement and only for compensatory damages, that is to say compensation for the value of the omitted performance.

Any liability for any other form of damage is excluded, including additional compensation of any kind, compensation for indirect or consequential damages or damages for lost sales or profits.

The maximum amount that will be paid in the event of liability under the preceding articles is the amount purchased in credits in the six months preceding the event that generated the obligation. This maximum will be removed if and insofar as the damage is caused by intent or gross negligence of ANS.

The liability of ANS due to culpable breach of contract, occurs only if you have sent ANS an immediate and proper written notice of default, with a reasonable period to remedy the dysfunction therein, and ANS remains in culpable default to fulfill its obligations after that certain period of time.

Duration of the Agreement

This Agreement starts at the date that access is granted and lasts until further notice. You may at any time terminate the Agreement in writing.

ANS may terminate the Agreement at any time by giving a two months' notice. ANS will notify you in writing.

ANS may terminate the contract immediately after the first month if you have not confirmed that you wish to continue the Web Application. ANS may also terminate the Agreement if for a consecutive period of twelve months no licenses have been acquired / granted and there are no more licenses in use and there are no credits on stock. ANS will warn you at least one month in advance when it intends to do so.

Both you and ANS may terminate this Agreement immediately and without notice or judicial intervention, in whole or in part for the future when

- the other party applies for a moratorium or when suspension of payment is granted;
- the other party files for bankruptcy or is declared bankrupt;
- the other party, upon written notice with a reasonable deadline, fails to comply with its obligations under this Agreement;
- the other party, due to force majeure, not including an inability to fulfill payment obligations, cannot fulfill its obligations or is insufficient in carrying out the obligations under this Agreement for a period of more than 90 (ninety) days or as soon as it is established that it will fail to fulfill its obligations for more than 90 (ninety) days.

Upon termination of this Agreement, regardless the reason, ANS is entitled to immediately delete or make inaccessible any Content stored and to remove all accounts. ANS is not mandatory in this case to provide you with a copy of your Content. Purchased but unused credits and partially spent licenses are not refundable.

Agreement Updates

ANS may adjust this Agreement at any time, provided it will notify you of the adjustments at least two months before the changes come into force.

If you do not wish to accept an adjustment, you need to terminate the contract before the end of this period. The use of the Web Application after this set period will be construed as acceptance of the changes.

Applicable law

This Agreement is governed by Dutch law. These conditions are available in Dutch and in several other languages. In case of conflict between the provisions of the Dutch version and those of a translation, the Dutch version shall prevail in all cases.

Any disputes that can not be settled amicably, will be submitted to the competent Dutch court in the district where ANS is registered.

Obligations which by their nature are intended to survive termination of the Agreement, continue to exist after termination of the Agreement. These obligations include the provisions regarding confidentiality, dispute resolution and applicable law.

Additional provisions

If any provision of this agreement proves to be invalid, this will not affect the validity of the entire Agreement. The parties will in that case agree upon replacing it with new provision(s) which will resemble the original provision as much as legally possible.

Versions of any communication, administration and measurements received or stored by ANS will apply as authentic and compelling evidence, barring proof that has to be provided by you.

The term "in writing" in this Agreement includes communication via e-mail, provided the identity of the sender and integrity of the content is sufficiently established.

Parties may hand over their rights and obligations under this Agreement to a third party only with the prior written consent of the other party except upon transfer of the entire company or the relevant part thereof. ANS, however, may hand over relevant rights and obligations without further permission to a third party that takes over the relevant services.

Parties are mutually entitled to mention the other party as a reference, using trade names and word marks and logos. Parties may, however, not give a misrepresentation of affairs.