

General Terms and Conditions

GoodHabitiz UK Ltd

Definitions

In these General Terms and Conditions (hereafter referred to as: “Terms and Conditions”) of GoodHabitiz UK Ltd (hereafter referred to as: “GoodHabitiz”), the following terms shall have the following meanings:

- A. **Agreement:** any agreement between Parties relating to the provision of Services of GoodHabitiz (including Quotes and Data Processing Agreements accepted by the Client).
- B. **Client:** any legal person with whom GoodHabitiz enters into and/or has entered into a legal relationship regarding the provision of Services.
- C. **GoodHabitiz:** private company GoodHabitiz UK Ltd with limited liability (Companies House number: 10850852).
- D. **Intellectual property:** umbrella term for all intellectual rights to the Service and the online Platform of GoodHabitiz, including but not limited to brands and copyright.
- E. **Login account:** unique account for each User used to gain access to our Service, e.g. through our Platform.
- F. **Order confirmation:** confirmation of the Client to enter into an Agreement with GoodHabitiz with respect to the provision of Services.
- G. **Parties/Party:** the Client and/or GoodHabitiz.
- H. **Platform:** the online learning environment of GoodHabitiz to which the User and Client gain access via a Login account.
- I. **Quote:** every quote and/or offer issued by GoodHabitiz to the Client relating to the provision of any Service or product, including the provision of online services and associated matters.
- J. **Service:** any and all services to be provided by or on behalf of GoodHabitiz, such as providing online access to the Platform, aimed at making accessible online educational materials as well as the management thereof via the online learning environment of GoodHabitiz.
- K. **User:** person employed by or otherwise engaged in the organisation of the Client who is in possession of a personal Login account intended for the use of the online learning environment of GoodHabitiz.

1. Applicability

1.1 These Terms and Conditions apply to all Quotes, Agreements and the execution thereof. These Terms and Conditions can only be deviated from with prior written permission of GoodHabitiz or by means of a written Agreement between GoodHabitiz and the Client.

2. Terms of Service

2.1 The use of the Service of GoodHabitiz is reserved to authorised Users.

2.2 The Client is required to create a personal Login account for each User.

2.3 Sharing of Login accounts is not permitted.

2.4 In the event of discovery of misuse of Login accounts and/or sustained or frequent breaches of the provisions laid down in this article, GoodHabitiz reserves the right to suspend or annul the provision of Services without prejudice to the right to claim damages. In that case, the Client is not entitled to any compensation.

2.5 GoodHabitiz does not provide any guarantees relating to the functioning of the online learning environment on the (computer) systems and networks of the Client and its Users.

2.6 GoodHabitiz shall at all times make every effort to optimally execute the provision of the GoodHabitiz Service. If, at any moment, the provision is nevertheless interrupted, this does not entitle the Client to a (partial) refund or discount. Neither will this entitle the Client to any off-set and/or suspension of its payment obligations towards GoodHabitiz.

2.7 GoodHabitiz is entitled to change the quantity and content of its Service, or parts thereof, to improve the quality of the Service. In that case, the Client is in no way entitled to a refund or discount.

3. Obligations of the Client

3.1 The Client is responsible for the information they have provided to GoodHabitiz, the use of the Service and keeping access to these confidential. The Client commits to using the Service within the limits of the provisions of the Agreement, these Terms and Conditions and the applicable laws and regulations, including the General Data Protection Regulation (GDPR).

3.2 The Client is responsible for the management of the Login accounts. For employees leaving the employment of the Client, access to the Service of GoodHabitiz shall be renounced, specifically by cancelling the Login account.

3.3 The Client guarantees that all information provided to GoodHabitiz is correct and complete in all respects.

3.4 The Client is not permitted to rent out, sell, make available in any way or commercialise the information and Service provided by GoodHabitiz (in part or in full) to third parties other than the Users without prior written consent from GoodHabitiz.

3.5 The obligation of the payment of fees by the Client remains, regardless of the frequency of usage of the GoodHabitiz Service by the Client and its Users.

4. Payment and Fees

- 4.1 Invoices will be sent via email and invoiced amounts include applicable sales taxes and VAT.
- 4.2 GoodHabitiz invoices are to be paid within 30 days, unless otherwise agreed upon.
- 4.3 Unless otherwise agreed upon, promotions and discounts are one-off only. Upon renewal, each Agreement shall be legally renewed as an Agreement to which no promotions and/or discounts apply.
- 4.4 In the event that the Client fails to fulfil its payment obligations by the due date as described in paragraph 2 of this article, GoodHabitiz is entitled to suspend access to the Service immediately and without prior notice. If the Client fails to fulfil due payment after one or more payment reminders, the Client will be declared in default, upon which the Client will owe the applicable statutory interest on the outstanding amount and will also be obliged to pay the extrajudicial collection costs. In case of default of payment, GoodHabitiz is also authorised to terminate the Agreement with the Client, effective immediately, without prejudice to the Client's obligation to fulfil its payment obligations towards GoodHabitiz.
- 4.5 GoodHabitiz may index fee(s), prices and rates annually according to the European HICP (Harmonised Index of Consumer Prices) as published by Eurostat.

5. Confidentiality, Intellectual Property Rights

- 5.1 GoodHabitiz will treat all information it processes within the framework of the Agreement with the Client confidentially.
- 5.2 Deviations of paragraph 1 of this article are only expressly permitted if:
 - i) The information was already generally known prior to entering into the Agreement;
 - ii) Prior written permission from the relevant Party was obtained for such a specific deviation;
 - iii) That information has to be disclosed as a result of a given order or court decision granted for that purpose, in which case the relevant Party will notify the other Party in advance, unless this is forbidden by law or pursuant to the given order or relevant court decision.
- 5.3 All Intellectual property rights on the Service, the Platform and accompanying online educational materials rest exclusively with GoodHabitiz and/or its licensors. Nothing in these Terms and Conditions implies a transfer of Intellectual property rights.
- 5.4 The Client is not permitted to reproduce, transfer and/or otherwise use or make available in any way the software and/or content of the Service of GoodHabitiz, without prior written consent by GoodHabitiz.
- 5.5 The conditions laid down in this article will remain effective even after the termination of the Agreement.

6. Limitation of Liability, Waiver of Warranty, Indemnification

- 6.1 Client acknowledges and accepts that the Service of GoodHabitiz is provided as it is.
- 6.2 Client declares not to hold GoodHabitiz liable with respect to claims by the Client resulting from the use of the Service. The Client indemnifies GoodHabitiz for any liability or claim by any and all third parties that result from or are caused by the use of the Service.

6.3 Any liability of GoodHabitiz resulting from intent or wilful recklessness on the part of GoodHabitiz will be limited to the maximum amount per claim which will be paid out in that case under the liability insurance taken out by GoodHabitiz. If, for whatever reason, the above-mentioned insurance does not give claim to payment or if no payment takes place, the liability of GoodHabitiz will be limited to no more than the amount invoiced to the Client and paid by the Client in the most recent contractual year. GoodHabitiz shall never be liable for any form of indirect losses.

7. Personal Data Protection

7.1 Parties may enter into a separate Agreement in which they establish responsibilities, agreements and mutual obligations regarding the exchange, processing and handling of personal data.

7.2 GoodHabitiz will process the personal data of the Client and its Users within the limits of the statutory regulations and objectives of GoodHabitiz and the Client respectively, in an appropriate, careful and safe fashion.

7.3 GoodHabitiz will process the personal data of Users in accordance with its privacy policy, which is laid out on the GoodHabitiz website (www.goodhabitiz.com).

8. Final Clauses

8.1 The rights and obligations described in these Terms and Conditions and the provision of and access to the Service of GoodHabitiz including the online services and relating matters are transferrable by GoodHabitiz to third parties without consequential permission to the Client to terminate the Agreement. GoodHabitiz will notify the Client of this matter. The fact remains that the then entitled party shall respect and continue the rights and obligations of GoodHabitiz resulting from the Agreement. The Client is not permitted to transfer the Agreement and/or any of their rights and obligations, without express prior written consent from GoodHabitiz.

8.2 In the event that the Client applies for bankruptcy or requests suspension of payment, or has been declared in a state of bankruptcy, any claim pursuant to and/or resulting from the Agreement(s) is due in full, effective immediately, without requiring notice of default and without prior legal intervention. In the above-mentioned cases, GoodHabitiz shall be entitled – in addition to the rights mentioned in these Terms and Conditions – to terminate the Agreement effective immediately.

8.3 If it is determined that any provision in these Terms and Conditions is unlawful, invalid or impracticable, Parties will endeavour to replace the provision with another that approximates the provision that needs to be replaced. The other provisions in these Terms and Conditions will remain in full force and effect.

8.4 These Terms and Conditions shall be governed exclusively by UK law.

8.5 Any disputes relating to the Agreement, these Terms and Conditions or any agreements made for the sake of the execution of the main Agreement will be submitted exclusively to the competent court of London.

8.6 In the event of any contrariety between the various documents describing the agreements between the Parties, the following order of precedence shall apply:

- i) The Order confirmation;
- ii) The Data Processing Agreement;
- iii) These Terms and Conditions;
- iv) Any additional Terms and Conditions.

GoodHabitiz UK Ltd, 2 May 2022