

## **GENERAL TERMS AND CONDITIONS**

### **SoccerDoc BV**

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Soccerdoc initiates, develops, organizes, and hosts (accredited) education through workshops, (online) courses, symposia, and conferences for professionals involved in physical and/or medical care and performance in football players.

### **Artikel 1. Definitions**

These general terms and conditions involve the following definitions:

- 1.1 SoccerDoc BV: the company SoccerDoc BV and potential other users of these general terms.
- 1.2 Client: SoccerDoc's counterparty
- 1.3 Customer: the counterparty, a natural person, who does not act from the practice of a profession or company
- 1.4 User: the entity or person who – through a strictly personal login – has access to one or more services of SoccerDoc BV
- 1.5 Participant: the Client who uses one or more services of SoccerDoc BV
- 1.6 Login: the unique user data which consists of a combination of email address and password, provided by SoccerDoc BV or registered by the customer him-/herself, through which access is granted to services provided by SoccerDoc BV
- 1.7 Services: all online and offline services provided by SoccerDoc BV
- 1.8 Written / in writing: a notification through mail or via the internet, among which e-mail and in-site communication.

### **Artikel 2. Applicability General Terms and Conditions**

2.1 These General Terms and Conditions apply to every agreement between SoccerDoc BV and third parties, including all offers, invoices, delivery of goods and/or services, even when these goods and services are not (further) specified within these General Terms and Conditions, and regardless of an agreement is made. Deviations and additions to these General Terms and Conditions only apply when these are explicitly specified in writing.

2.2 Applicability of potential terms for purchase or other terms by the Client are rejected

2.3 By accepting these General Terms and Conditions, the Client agrees that these General Terms and Conditions apply to every future agreement between SoccerDoc BV and Client.

2.4 If any provision of these terms and conditions is void, destroyed or otherwise is found to be non-binding, the remaining provisions will remain applicable and SoccerDoc BV and Client will negotiate to agree replacement terms that most closely match the content and purpose of the non-binding terms and conditions.

### **Article 3. Formation and duration of the General Terms and Conditions**

3.1 All quotations and offers are without obligation and do not bind SoccerDoc BV, unless a term for an agreement is specified and the quotation or offer is accepted within that specified term.

3.2 SoccerDoc BV can decline an agreement with Client to motivating reasons, for example such as for (para-)medical professionals the fact that the Client is not listed in the BIG register.

3.3 Agreements between SoccerDoc BV and the Client are concluded as soon as SoccerDoc BV has sent a written confirmation of the order, or when SoccerDoc BV has started the execution of the order if that moment is earlier. Agreements are confirmed for reported duration and may not be canceled or terminated for the duration of the agreement. In addition, other agreements cannot be cancelled unless SoccerDoc BV formally agrees.

After the term of the agreement, the agreement will be silently extended for the same period and under the same conditions, unless the client or SoccerDoc BV provides written confirmation that the other party does not wish to extend the agreement. This written confirmation must be communicated at the latest one month before the expiration date of the agreement.

3.4 Notwithstanding the previous paragraph, a consumer has the authority to cancel an agreement which was formed by telephone or via the internet within 14 working days after receipt of the delivered product by written notification. This does not apply to products or services that were agreed in accordance with specifications from Client or Consumer.

3.5 Within 14 working days after the dissolution of article 3.4, the Consumer must return de delivered products or services to SoccerDoc BV at the address reported in article 16 of these General Terms and Conditions at own accountability and risk.

3.6 If an agreement has been made for an indefinite period of time and this has not been ended by completion, this agreement may be terminated in writing by either party without giving any reasons. If no explicit notice period has been agreed, a reasonable notice period should be installed, which is three months at minimum.

### **Article 4. Price and payment**

4.1 Prices are, unless explicitly indicated otherwise, exclusive of turnover tax (VAT) and other charges imposed by government, and excluding costs for packaging, shipping, delivery and insurance.

4.2 In the event of an agreement in which there is a periodic expiry to be paid by the Client amounts, SoccerDoc BV is entitled, by means of a written notice, to adjust prices and rates. The price change will commence no earlier than one month after the written notice.

4.3 SoccerDoc BV is entitled to adapt agreed prices and rates by means of a written notice for Services provided three months or more after the agreement has been concluded.

4.4 The Consumer who does not wish to agree with the adjusted prices and rates from SoccerDoc BV as referred to in the previous paragraphs is entitled to terminate or cancel the agreement in writing within 7 working days after the said notification is announced.

4.5 Unless the invoice states other payment conditions, payment must be made within 14 days after the invoice date on the account number specified by SoccerDoc BV. The on the account statements of SoccerDoc BV indicated value date is regarded as the date of payment.

4.6 SoccerDoc BV is at all times entitled to require prepayment, cash payment or payment security.

4.7 The right to suspension or settlement by the Client, not the Consumer, is excluded.

4.8 Payments made by the Client always serve in the first place to pay any interest and costs owed, after full payment thereof, to pay the invoices that have been open the longest, even if the Client states with the payment that it relates to a later invoice.

4.9 If the Client has not, not timely or has not fully met its payment obligations, he is deemed to be in default without a notice of default being required. The client will then inform the open amount will owe statutory (commercial) interest.

4.10 All extrajudicial costs incurred by SoccerDoc BV to collect the amounts owed by the Client or to fulfill other obligations of the Client, with or without the help of legal or other advisers, are at the expense of the Client. These costs are set at at least 15% of the amount due, with a minimum of €350. There is a minimum of €750 if it is not a payment obligation.

4.11 In the event of liquidation, bankruptcy or suspension of payment of the Client or if the Client in any other way implies being unable to pay, claims by SoccerDoc BV become immediately due and payable.

#### **Article 5. Execution of the agreement and delivery**

5.1 SoccerDoc BV has the right to engage third parties in the execution of the agreement and to use services or products supplied to SoccerDoc BV by third parties.

5.2 The Client is responsible for the timely delivery of all data to SoccerDoc BV of which SoccerDoc BV indicates that these are necessary or of which the Client should reasonably understand that these are necessary for the execution of the agreement.

5.3 Unless stated otherwise, movable property will be delivered by post. The risk passes from SoccerDoc BV on to Client at the time of shipment.

5.4 SoccerDoc BV will strive to meet the stated delivery times as much as possible. However, these terms can never be regarded as strict deadlines. If a delivery time is exceeded because SoccerDoc BV did not receive information, received information too late, or it turns out to be incorrect, SoccerDoc BV has the right to suspend the execution of the agreement and/or to ensuing additional costs according to the usual rates at SoccerDoc BV to the Client.

5.5 SoccerDoc BV is not liable for damage, of whatever nature, because SoccerDoc BV operated based on incorrect and/or incomplete data provided by the Client, unless this inaccuracy or incompleteness should be known to them.

#### **Article 6. Retention of title**

All goods delivered to the Client remain the property of SoccerDoc BV until all amounts paid by the Client owed to the supplier (including interest and costs) have been paid in full to SoccerDoc BV and upon the order, it is stipulated that ownership is transferred to the Client after delivery.

#### **Article 7. Access to and use of (online) services**

7.1 If the agreement between SoccerDoc BV and the Client relates to online Services, for the duration of the agreement, the participant has a non-exclusive, non-transferable right of access and consultation of the SoccerDoc BV Services specified in the agreement on the times when these Services are available for that purpose.

7.2 SoccerDoc BV will provide the Participant with a Login through which one or more Users gain access to the Services to which the agreement relates. Use of the Login is strictly personal and takes place under the responsibility and at the expense and risk of the Participant. Participant undertakes towards SoccerDoc BV to fulfill the obligations under these Terms and Conditions also to be imposed on the Users designated by it.

7.3 The Consumer or User, respectively, is not permitted to disclose the Login to third parties to be made or to be used by third parties. The participant is in all cases liable for this unauthorized use of

the Login by third parties and is per established case of unauthorized use fined by €800 per violation and €150 per day that the violation continues, without prejudice to SoccerDoc BV's right to request compensation for the actual damage suffered by it and/or terminate the agreement with immediate effect to end.

7.4 If SoccerDoc BV suspects that there is unauthorized use by third parties, such as in article 7.3 is intended, it is entitled without prior notice to carry out an inspection at Participant to perform (or have this carried out) to which Participant must fully cooperate.

7.5 SoccerDoc BV is - with a view to maintaining and/or improving the quality of the Services - entitled to make changes to its equipment, software and Services, including regulations on access times, identification procedures, type of equipment, and the addition or omission of information to or from Services, as well as to close access to the Services on times when maintenance and repair work is performed.

### **Article 8. Quality of Services provided and target group**

8.1 SoccerDoc BV will execute the agreement to the best of its knowledge and ability without having assumed an obligation of result if this is not has been explicitly notified.

8.2 The Services of SoccerDoc BV that are (para)medical in nature are in particular intended for medical professionals who have the prior knowledge desirable for the use of the Services of SoccerDoc BV. This is why in most cases a Login for the Online services is usually required, including BIG and/or KNGF registration. The SoccerDoc BV services that are (para)medical in nature are less suitable for other types of Participants and SoccerDoc BV advises the Participant who nevertheless makes use of the SoccerDoc BV services strongly not to use and/or apply the information he/she obtains through the Services without (para)medical assistance.

8.3 In the event of complaints about non-online Services, more in particular about a delivered item, it is required that within 7 working days after discovery or after they could reasonably have been discovered, but in any case within two months after delivery, the notification is submitted in writing to SoccerDoc BV. If, in the opinion of SoccerDoc BV, a claim has been made in a timely and justified manner, SoccerDoc BV will at its option, repair the defect, provide a replacement product or credit the purchase price. The Complaint will not be processed if Client himself does not fulfill his obligations towards SoccerDoc BV, the Client was already aware of the defect before delivery, the product has been modified after delivery or the defect is caused by another circumstance that is occurred after delivery. These rights apply to a Participant without prejudice to the other rights accruing to him under the Civil Code regarding the purchase of movable property matter.

8.4 The (online) Services of SoccerDoc BV are provided on the basis of the information available at the time of delivery, which often comes from third parties. Although SoccerDoc BV makes extensive efforts to take care of the processing of information, it is possible that information is incorrect, incomplete or contains inaccuracies or typos. The Participant will inform Users who make use of data from (online) Services. Information that is essential for the Participant or Users must always be verified for accuracy by the Participant. More specifically in the case of Services from SoccerDoc BV that involve medical information, it is recommended to the consumer, if relevant, to always read the package leaflet or to consult a medicine and to seek advice from the attending physician and pharmacist, because insights into medical science can constantly change and the effect of medicines, treatments and therapies may differ from person to person. Use of the website and (online) Services of SoccerDoc BV is therefore exclusively at own risk and SoccerDoc BV makes no guarantees with regard to the use, validity,

accuracy, timeliness or reliability of, or the results of the use of, or otherwise regarding the website or Services or information published there.

8.5 If the SoccerDoc BV website refers to other websites by means of a hyperlink, these references are displayed to the visitor for information. SoccerDoc BV is not responsible for the content of the websites referred to. In addition, a reference does not imply that SoccerDoc BV is affiliated with the other website or endorses its content.

8.6 SoccerDoc BV furthermore does not guarantee that the website or Services of SoccerDoc BV will continuously be available, that operation will be uninterrupted or error-free, will be free of viruses, worms or other codes that may exhibit infectious or destructive properties. User is responsible for the protection of his own equipment and software by installing and using (recent) antivirus programs and, for example, as referred to in Article 12 to make a backup copy.

8.7 Upon delivery of software, the Client is entitled to repair defects in the software that results in the software not functioning in accordance with the SoccerDoc BV described functionality, which are found within 30 days after delivery.

### **Article 9. Limitation of liability**

9.1 If not provided otherwise in these general terms and conditions or the agreement with the Client, SoccerDoc BV is not liable for damage as a result of shortcoming of a agreement with Client, which includes damage as a result of the use (or inability to use) of the website or Services of SoccerDoc BV, or of the obtained information, as well as damage resulting from unlawful acts towards the Client, all this unless the damage is caused by intent or willful recklessness on the part of SoccerDoc BV.

9.2 Should SoccerDoc BV be held liable despite the aforementioned, then it is not liable for indirect damage, or consequential damage, including trading loss and lost profits or damages as a result of personal injury suffered by third parties.

9.3 Without prejudice to the aforementioned, the liability towards the Client is limited to a maximum of the invoice value of (the part of) the agreement from which the liability arises or, whichever is lower, the amount paid by the business liability insurer in the relevant case of SoccerDoc BV is covered and paid out.

9.4 A condition for the existence of any right to compensation is in any case that the Client reports damage or any discomfort as soon as possible after its occurrence in writing to SoccerDoc BV. The right to any compensation shall in any case be excluded if the damage is not reported within one month after its occurrence, or after the moment at which the Client can reasonably be expected to notify its occurrence in writing to SoccerDoc BV. The term stated here for the reporting damage is no later than two months for Consumers.

### **Article 10. Client Indemnification**

The Client indemnifies SoccerDoc BV against all claims from third parties insofar as it concerns damage caused by the Client's failure to comply with these general terms and conditions or other regulations from SoccerDoc BV. The Client is also obliged to pay all damage that SoccerDoc BV in such a case suffers, including damage to the good name and reputation of SoccerDoc BV.

### **Article 11. Force majeure**

11.1 Force majeure in these General Terms and Conditions means any of the will of SoccerDoc BV independent circumstance at the time of the conclusion of the agreement already provided, as a result of which SoccerDoc BV is unable to fulfill its obligations (in whole or in part).

This also includes: pandemics, epidemics, fire, accidents, import/export restrictions, riots, serious disturbances in the company of SoccerDoc BV such as strikes, blockades, excessive absenteeism, internet outages, as well as the inability to comply as a result of shortcomings of suppliers of SoccerDoc BV or by SoccerDoc BV in execution of the persons or products engaged in the agreement.

11.2 During force majeure, SoccerDoc BV's obligations are suspended. If the period in which fulfillment of the obligation by SoccerDoc BV is no longer possible due to force majeure exceeds 30 days, both parties are authorized to dissolve the agreement without any obligation to pay compensation.

11.3 If SoccerDoc BV has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfill its obligations, it is entitled to invoice the performed or executable part separately and the Client is obliged to pay this invoice as if it were a separate contract. However, this does not apply if the already performed or executable part has no independent value.

## **Article 12. Intellectual property rights**

12.1 All Intellectual Property Rights, which, before the start of the (sub-)agreement, are owned by the Client or teacher or third party remain the property of the relevant party. Neither the client or teacher nor SoccerDoc BV is authorized to use its Intellectual Property Rights other than for the concerning e-course without permission of the other party.

12.2 The Intellectual Property Rights acquired during or in connection with the compilation of the e-courses originated and developed by the Client or teacher, belong to the Client or lecturer.

12.3 The client or teacher hereby explicitly waives his right to object against changes in his work where in accordance with paragraph 1 of this article the Intellectual Property right belongs to SoccerDoc BV. The client or teacher also explicitly waives his right to modify this work.

12.4 Client or teacher grants SoccerDoc BV an exclusive license with regard to (parts of) e-course, documentation and other data, which the Client or lecturer uses when carrying out an e-course and of which the Intellectual Property Rights (pursuant to paragraph 1 of this article) are not at SoccerDoc BV. The client or teacher grants SoccerDoc BV the right to use licenses. SoccerDoc BV will be allowed to use the licenses for an unlimited amount of time at an unchanged price during deployment and/or use, in accordance with the license terms of the rightholder. In the event that the Client or teacher is not entitled to grant SoccerDoc BV a license, as provided for in this article, the Client or teacher will on the creation of the e-course, consult SoccerDoc BV in order to assess whether the inability to grant the license for SoccerDoc BV to a leads to an undesirable situation. If the Client or teacher is not entitled to grant SoccerDoc BV a license, as stated above in this article, SoccerDoc BV is entitled to waive the inclusion of the e-course in our services without any compensation.

## **Article 13. Confidentiality**

13.1 The Client or teacher guarantees that the Client or teacher does not infringe any Intellectual Property Rights of SoccerDoc BV or third parties. Client or teacher indemnifies SoccerDoc BV against, from any claims of third parties regarding (alleged) violations of Intellectual Property Rights of third parties.

13.2 The parties agree to provide all data and information that they receive while offering the e-course from the other Party and SoccerDoc BV, treat it confidentially and secret from third parties, unless the other Party or SoccerDoc BV has written consent in advance to disclose or notify to a third party. This secrecy also extends to data about organisation, business operations and developments of the Parties and SoccerDoc BV that the other Party obtains under the e-course agreement. This secrecy does not



extend to data that is in the public domain other than by breach of the Agreement or by information provided upon request from the competent authorities.

13.3 Instructor will provide a non-disclosure agreement, sign and provide it to SoccerDoc BV before signing the Agreement. SoccerDoc BV has the right not to accept the offered e-course if the nondisclosure agreement has not been provided. If the confidentiality statement is not received within 4 weeks after the initial commencement of the Agreement is provided, SoccerDoc BV can immediately terminate the Agreement. Any materials supplied by the Teacher will not be eligible for placement or usage by SoccerDoc BV.

13.4 SoccerDoc BV and the Client or teacher will be legally in default by any violation or non-compliance with the provisions of this article. In that case, the party in default or non-compliance is immediately in debt to the other party for a payable fine of € 1000,- per event and also € 250,- for each day that the party does not comply or remains in violation, without prejudice to the right of the other party to request fulfillment and/or claim additional compensation.

#### **Article 14. Suspension and dissolution**

If the Client fails to fulfill one or more of its obligations towards SoccerDoc BV, or:

- SoccerDoc BV fears that the Client will not fulfill his obligations;
- the Client's bankruptcy is filed;
- Client suspension of payment;
- applies for participation in the Debt Rescheduling Scheme for Natural Persons;
- liquidates or dissolves (voluntarily or not) his company;
- his business otherwise comes to a standstill;
- attachment of part of its assets is levied;
- makes a payment arrangement with one or more of its creditors,
- otherwise give the impression of being incapable of paying,

SoccerDoc BV is entitled to suspend its obligations towards the Client, for whatever reason, (including shutting down the Services) until:

- 1) Client has fully complied with his obligations towards SoccerDoc BV, and/or
- 2) the agreement is dissolved in whole or in part, in both cases without judicial intervention, by means of a written statement and without being liable to the Client for damage, costs and interest, and not such without SoccerDoc BV's right to claim full compensation. Amounts that SoccerDoc BV has invoiced before the dissolution in connection with what he has already performed or delivered in execution of the agreement, remain with due observance of the foregoing due in full and shall be immediately due and payable at the time of the dissolution.

#### **Article 15. Privacy Statement**

15.1 The Client's personal data that he/she mentions when establishing the agreement are processed in a personal registration. Based on this registration SoccerDoc BV will execute the agreement and keep the administration. In the interest of the registration of accreditation points for training, permanent education and training at the competent bodies, SoccerDoc BV will provide the necessary data available to those bodies without permission from Client. Furthermore, SoccerDoc BV will regularly provide the Client with current information and possible offers from SoccerDoc BV. If the Client does not appreciate this, he can inform SoccerDoc BV by means of a written notification to SoccerDoc BV on the in article 16 mentioned address.

15.2 The Supplier is entitled under certain conditions to make training results of Users in

service of the Client available to the client, which were obtained within the Services. The personal data that is shared with the Client include: the name, the profession (indirectly or not), the fact that – and the date/time at which – User successfully completed a course according to the requirements for participation and the number of hours/points achieved with the course.

#### **Article 16. Questions and complaints**

16.1 Questions of administrative nature and questions about the content of the Service will be answered by SoccerDoc BV within a period of 10 working days from the date of receipt. Letters that require a foreseeable longer processing time will be promptly answered by SoccerDoc BV with a notice of receipt and an indication when a more detailed answer can be expected.

16.2 Complaints about the execution of the agreement must be timely, complete and clearly described submitted to SoccerDoc BV no later than within one month after the Client has discovered or has been able to observe the defects. The term mentioned here for submitting a complaint is no later than two months for Consumers. Submitting the complaint not in time may result in the Client losing his or her rights in this regard.

Submit a complaint in writing to: SoccerDoc BV, Merelweg 12, 4105WZ Culemborg.

16.3 If the complaint cannot be resolved in mutual consultation, a dispute arises that is subject to the dispute settlement procedure of Article 17.3.

16.4 Notwithstanding Articles 17.2 and 17.3, a Client who makes use of the services or products of Soccerdoc BV may also submit the complaint according to the complaints procedure as stated on the SoccerDoc BV website. If this complaint is not resolved in a mutual consultation, a dispute arises that is subject to the dispute settlement procedure of the Dutch Council for Training and Education (NTR) of which a decision is accepted as binding by SoccerDoc BV.

#### **Article 17. Final provisions**

17.1 SoccerDoc BV may transfer its rights and obligations towards the Client to a third party, of which SoccerDoc BV will notify the Client in writing. If the consumer does not wish to agree to this, he has the right to cancel the agreement within 7 working days of the date of notification in writing.

17.2 These general terms and conditions have been drawn up in the Dutch language. In case of Difference(s) in text or interpretation between the Dutch version and a translation thereof, the Dutch version always prevails.

17.3 All disputes between the Supplier and the Client will be settled by the competent Dutch court, but not until after the procedure in accordance with the Minitrial regulations of the Dispute Resolution Foundation (Stichting Geschillenoplossing Automatisering in Dutch) in The Hague (= non-binding advisory procedure) has been followed, without prejudice to the right of the parties to an interim injunction in summary proceedings. The relatively competent court is the court in Utrecht, unless SoccerDoc BV chooses to bring the case before the court of the place of residence from Client. Dutch law applies to every agreement between SoccerDoc BV and the Client, with exception of the United Nations Convention on International purchase agreements relating to movable property. These terms and conditions have been filed at the office of the Chamber of Commerce (Kamer van Koophandel in Dutch) under number 84163046. The most recently registered version or the version is always applicable as it applied at the time of the conclusion of this agreement.