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## Article 1 – Definitions

In these terms and conditions we define:

1. **Reflection Period:** the time period in which the Consumer has the right to exercise his right of withdrawal.
2. **Customer:** the natural person who has entered into an agreement with Supplier.
3. **Day:** Calendar day
4. **Duration transaction:** a contract (at distance) with regard to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;

5. **Durable data carrier:** any means that enables the consumer or supplier to store information that is personally addressed to him in a way that allows future consultation and unaltered reproduction of the stored information.
6. **Right:** the option for the consumer to waive the distance contract within the cooling-off period;
7. **Model form:** the model form for withdrawal that the supplier makes available that a consumer can fill in when he wants to make use of his right of withdrawal.
8. **Supplier:** the natural or legal person who offers products and/or services to consumers at a distance;
9. **Distance Contract:** an agreement in which, in the context of a system organized by the supplier for the selling (at distance) of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
10. **Technique for distance communication:** means that can be used for concluding an agreement, without the consumer and supplier meeting simultaneously in the same room.
11. **General Terms and Conditions:** the present General Terms and Conditions of the supplier.

## Article 2 – Identity of the supplier

**Legal name:** TraderMath VOF;

**Chamber of Commerce number:** 1234567

**VAT identification number:** Number: NL12345678

### Postal and business address:

Uiterwaardenstraat 384-1  
1079DE Amsterdam  
The Netherlands

**E-mail:** [info@tradermath.org](mailto:info@tradermath.org)

## Article 3 – Applicability

1. These general terms and conditions apply to every offer from the supplier and to every distance contract and orders concluded between the supplier and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the supplier and they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the

consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting general terms and conditions.

5. If one or more provisions in these general terms and conditions are at any time wholly or partially void or destroyed, the remainder of the agreement and these terms and conditions will remain in force and the relevant provision will be replaced in mutual consultation without delay by a provision that purports to of the original as closely as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be explained 'in the spirit' of these terms and conditions.

#### **Article 4 – The offer**

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The supplier is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the supplier uses images, these are a true representation of the products and/or services offered. Obvious mistakes or errors in the offer are not binding on the supplier.
4. All images, specifications data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
5. Images accompanying products are a true representation of the products offered. supplier cannot guarantee that the displayed colors correspond exactly to the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

#### **Article 5 – The agreement**

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the associated conditions.
2. If the consumer has accepted the offer electronically, the supplier will immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the supplier, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the supplier will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the supplier will observe appropriate security measures.
4. The supplier can inform himself – within legal frameworks – whether the consumer can meet his payment obligations, as well as about all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the supplier has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons, or to attach special conditions to the implementation.
5. The supplier will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
  - where the consumer can go with complaints;

- the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - the information about guarantees and existing after-sales service;
  - the information included in Article 4 paragraph 3 of these terms and conditions, unless the supplier has already provided this information to the consumer before the execution of the agreement;
  - the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.
  7. Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

#### **Article 6 – Right**

1. When providing services, the consumer has the option to dissolve the agreement without stating reasons for at least 14 days, commencing on the day of entering into the agreement.
2. To make use of his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by the supplier with the offer and/or at the latest upon delivery.
3. Returns are only accepted if services are in their original condition. That is to say, only treated if reasonably necessary for viewing. If these conditions are not met, the supplier will not accept the return and the consumer is obliged to purchase the subscription or to reimburse a depreciation to be determined by the supplier.

#### **Article 7 – Costs in case of withdrawal**

1. If the consumer makes use of his right of withdrawal, the maximum costs of return will be for his account.
2. If the consumer has paid an amount, the supplier will refund this amount as soon as possible, but no later than 14 days after withdrawal. This is subject to the condition that the product has already been received back by the web retailer or conclusive proof of complete return can be submitted.

#### **Article 8 – Exclusion of the right of withdrawal**

1. The supplier can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the supplier has clearly stated this in the offer, at least in time for the conclusion of the agreement. mention.
2. Exclusion of the right of withdrawal is only possible for products:
  - which have been created by the supplier in accordance with the consumer's specifications;
  - which are clearly personal in nature;
  - which by their nature cannot be returned;
  - which can spoil or age quickly;
  - the price of which is subject to fluctuations in the financial market over which the supplier has no influence;
  - for loose newspapers and magazines;
  - for audio and video recordings and computer software of which the consumer has broken the seal.
  - for hygienic products of which the consumer has broken the seal.

3. Exclusion of the right of withdrawal is only possible for services:
  - relating to accommodation, transport, restaurant business or leisure activities to be performed on a specific date or during a specific period;
  - the delivery of which has started with the express consent of the consumer before the cooling-off period has expired;
  - concerning betting and lotteries.

#### **Article 9 – The price**

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the supplier can offer variable prices for products or services whose prices are subject to fluctuations in the financial market and over which the supplier has no influence. This dependence on fluctuations and the fact that any prices quoted are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the supplier has stipulated this and:
  5. they are the result of legal regulations or provisions; whether
  6. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
7. The prices stated in the offer of products or services include VAT.
8. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typing errors. In the event of printing and typesetting errors, the supplier is not obliged to deliver the product according to the incorrect price.

#### **Article 10 – Conformity and Warranty**

1. The supplier guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the agreement existing legal provisions and/or government regulations. If agreed, the supplier also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the supplier, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the supplier on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported to the supplier in writing within 4 weeks after delivery. The products must be returned in the original packaging and in new condition.
4. The supplier's warranty period corresponds to the manufacturer's warranty period. However, the supplier is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
  - The consumer has repaired and/or processed the delivered products himself or has had them repaired and/or processed by third parties;
  - The delivered products have been exposed to abnormal conditions or are otherwise handled carelessly or contrary to the instructions of the supplier and/or have been treated on the packaging;
  - The defectiveness is wholly or partly the result of regulations that the government has made or will make with regard to the nature or quality of the materials used.

## **Article 11 – Delivery and execution**

1. The supplier will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any stated terms. Exceeding a term does not entitle the consumer to compensation.
5. In the event of dissolution in accordance with paragraph 3 of this article, the supplier will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after dissolution.
6. If delivery of an ordered product proves to be impossible, the supplier will make every effort to make a replacement item available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items the right of withdrawal can not be excluded. The costs of any return shipment are for the account of the supplier.
7. The risk of damage and/or loss of products rests with the supplier until the moment of delivery to the consumer or a representative designated in advance and made known to the supplier, unless expressly agreed otherwise.

## **Article 12 – Duration transactions: duration, termination and extension.**

### *Termination*

1. The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services, with due observance of the agreed termination rules and a notice period of no more than one month.
2. The consumer can terminate an agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, subject to the agreed cancellation rules and a notice period of at least maximum one month.
3. The consumer can terminate the agreements referred to in the previous paragraphs:
  - at any time and not be limited to termination at a specific time or in a specific period;
  - at least cancel in the same way as they entered into by him;
  - always cancel with the same notice period as the supplier has stipulated for himself.

### *Extension*

4. An agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a definite period.
5. Notwithstanding the previous paragraph, a contract that has been entered into for a definite period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed term of a maximum of

three months, if the consumer opposes this extended contract. can cancel the end of the extension with a notice period of no more than one month.

6. An agreement that has been entered into for a definite period and which extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a notice period of at most one month and a notice period of at most three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

#### *Duration*

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose cancellation before the end of the agreed duration.

#### **Article 13 – Payment**

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the reflection period as referred to in Article 6 paragraph 1. In the event of an agreement to provide a service, this period starts after the consumer has received confirmation of the agreement.
2. The consumer has the obligation to immediately report inaccuracies in the payment details provided or stated to the supplier.
3. In the event of non-payment by the consumer, the supplier has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

#### **Article 14 – Complaints**

1. The supplier has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the supplier within 7 days, after the consumer has discovered the defects.
3. Complaints submitted to the supplier will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the supplier will answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.
5. In the event of complaints, a consumer must first turn to the supplier. It is also possible to register complaints via the European ODR platform.
6. A complaint does not suspend the supplier's obligations, unless the supplier indicates otherwise in writing.
7. If a complaint is found to be well-founded by the supplier, the supplier will, at its discretion, replace or repair the delivered products free of charge.

#### **Article 15 – Disputes**

1. Only Dutch law applies to agreements between the supplier and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

#### **Article 17 – Sharing user account**

1. The agreement is concluded between supplier and consumer. The consumer is therefore not allowed to share the user account with third parties.

#### **Article 18 – Intellectual Property**

1. All intellectual property rights with regard to the products and/or services as well as the designs, software, documentation and all other materials that are developed and/or used in preparation or implementation of the agreement between the supplier and the consumer, then that ensue therefrom, rest exclusively with the supplier or his suppliers.
2. The delivery of products and/or services does not entail any transfer of intellectual property rights. The consumer only obtains a non-exclusive and non-transferable right of use to use the products and results of the services for the agreed purposes. In such use, the consumer will strictly adhere to the conditions laid down in the general terms and conditions or otherwise imposed on the consumer.
3. The consumer will not in any way publish, reproduce or make available to a third party the products and results of the services in whole or in part without the prior written consent of the supplier.
4. The consumer will not remove or change indications of the supplier or its suppliers regarding copyrights, brands, trade names or other intellectual property rights.
5. Supplier is an independent provider of training materials and is not connected or affiliated with assessment agencies, EU institutions, governments, for-profit organizations or similar organizations.

#### **Article 19 – Additional or deviating provisions**

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable basis. data carrier.