

General Terms and Conditions

1. Definitions and interpretations

- 1.1. In these Terms and Conditions the following words and expressions shall have the meaning as set forth below.

Account: The personal information, Payment Information, and credentials used by Users to access the Services and/or (paid) Content and/or any communications system via, through, or on the Website.

Agreement: The concluded agreement between the User and RiH.

Content: Any and all text, graphics, images, audio, video, software, data compilations, and other forms of information regarding and/or contained in and/or published on the Services and/or this Website.

Payment Information: Any details required for the purchase of Services from this Website, including but not limited to credit/debit card numbers, bank account numbers, and sort codes.

RiH: ResultsinHealth B.V., a limited liability company under Dutch law, having its registered office at Sleedoortuin 7, 2317MV Leiden, the Netherlands, registered in the Chamber of Commerce under number 28082274.

Services: The services made available by RiH to the User through this Website, specifically use of the RiH proprietary e-learning platform, courses, webinars and events.

Terms and Conditions: These general terms and conditions as may be amended by RiH from time to time.

User(s): Any party visiting the Website who is not employed by RiH and acting in the course of their employment.

Website: The websites <https://academy.resultsinhealth.org> and/or <https://resultsinhealth.org> and/or any sub-domains thereof.

2. Applicability

- 2.1. All quotations, offers and Services of RiH and all Agreements concluded by RiH shall be subject to the Terms and Conditions.
- 2.2. By registering for a Service, User accepts the applicability of the Terms and Conditions. RiH expressly rejects the applicability of any User's general terms and conditions, however named. These Terms and Conditions shall be expressly announced to User prior to the conclusion of the Agreement between the User and RiH and form an integral part of the RiH's general information provision.
- 2.3. These Terms and Conditions also apply to customers procuring Services in the course of business.

- 2.4. Departures from the Terms and Conditions shall only be valid if expressly agreed in writing between RiH and User and shall only apply in respect of the specific Agreement for which the departures have been agreed upon.
- 2.5. In cases not provided for in the relevant Agreement and/or the Terms and Conditions, RiH shall make arrangements in accordance with reasonableness.
- 2.6. The (full or partial) invalidity or non-binding nature of one or more provisions of the Terms and Conditions shall not affect the validity or binding nature of the remaining provisions. Should it appear that a provision is invalid or non-binding, RiH and User will replace the invalid or non-binding part by a provision that is valid and binding and whose legal consequences, in view of the content and purport of the provision concerned, correspond as much as possible with those of the invalid or non-binding part of this provision.
- 2.7. In these Terms and Conditions, written also means any form of electronic communication (e.g. e-mail or on the Website).

3. Age restrictions

- 3.1. This Website is intended for Users aged 18 or older. Users under the age of 18 may only participate with the consent and supervision of a parent or guardian.
- 3.2. Users under 18 must have express consent from a parent or legal guardian to access the Services. By permitting their child's use of the Website, the parent or guardian agrees to these Terms and Conditions on behalf of the minor.
- 3.3. Any payments made for Services on this Website by or on behalf of minors must be authorized by a parent or guardian. Payment information must be provided by the supervising adult or with their consent.
- 3.4. Parents or guardians are responsible for ensuring the appropriate use of Accounts managed by Users under 18. Misuse or violation of these Terms and Conditions may lead to Account suspension or termination without liability to RiH.
- 3.5. Users misrepresenting their age to bypass these restrictions may have their Accounts suspended or terminated. RiH assumes no liability for age misrepresentation.
- 3.6. In all of the above cases, for Users as of the age of 16 parental consent is presumed according to Article 1:234(3) of the Dutch Civil Code.

4. Offer

- 4.1. The offer from RiH contains a complete and accurate description of the Services and/or the materials that are part of the Services.
- 4.2. In any case, the offer will state the following information in a clear and comprehensible manner:
 - a. when the Service starts;
 - b. the entry requirements to be admitted to the Service;
 - c. the price including all additional costs and taxes;
 - d. the method of payment;
 - e. the duration.

5. Establishment of an agreement

- 5.1. By enrolling for the Services, User wishes to enter into an Agreement with RiH and agrees to these Terms and Conditions. The Agreement is concluded once acceptance of the offer by the User has reached RiH and RiH has confirmed receipt thereof. Confirmation takes place immediately after registration by e-mail.
- 5.2. Enrolment for the academy platform online courses is facilitated through web registration on the Academy website: <https://academy.resultsinhealth.org/courses>.

- 5.3. Enrolment for the RiH services , including online webinars, physical capacity-building training events, technical assistance, and coaching, other than the academy courses will be managed via:
 - a. web registration forms for online events; or
 - b. telephone or email for physical training sessions, using the following contact emails: training@resultsinhealth.org or impactteam@resultsinhealth.org.
- 5.4. Meeting any admission requirements for a Service is not a condition for the conclusion of the Agreement. Even if the admission requirements are not met, the Agreement is concluded in accordance with Section 5.1, above.
- 5.5. User is not entitled to transfer the rights and obligations under the Agreement to a third party without RiH's written consent. Nor is User entitled to allow a person other than the person stated on the enrolment form to participate in a Service without written consent of the RiH. RiH may attach further conditions to such consent.

6. Account

- 6.1. The Services will be made available through the User's Account.
- 6.2. The User is prohibited from granting third parties access to the Services on the Account. In the event of detected misuse of Account access, RiH reserves the right to deny User access to the Account and terminate the Agreement.

7. Costs and Payment

- 7.1. The costs of the Services, the payment method, any number of payment periods, registration fees, examination fees and other possible additional costs are indicated on the Website in the sub-domain specifically designated to the respective Service.
- 7.2. All amounts quoted by RiH are inclusive of VAT.
- 7.3. RiH is entitled to obtain information from third parties regarding the creditworthiness of User who has applied for the Services. This may affect the payment methods offered.
- 7.4. Payment must be made by credit card or by iDeal payment, or any other payment method as indicated on the Website, at the moment of enrollment. In the event the enrollment takes place via physical enrollment form or by telephone, RiH will send an invoice to User for the Services. Payment of such invoice has to be made prior to the provision of the respective Service. In all cases, payment has to be made no later than the due date as stated on the relevant invoice. RiH applies a payment term of 14 (fourteen) days.
- 7.5. In the unforeseen event that payment has not been made in accordance with Section 7.4, above, User is legally in default without any additional notice of default being necessary from the date on which the applicable payment term had expired and the invoice amount has not been paid in full. As a result, User may be denied access to the respective Service. RiH will send User a payment reminder, after which User may still pay within the term stated therein. If User fails to pay the invoice amount in full after this term, RiH may charge User statutory (commercial) interest from the date of expiry of the original payment term.
- 7.6. Any extrajudicial or judicial collection costs shall be borne by User. The amount of the (extra)judicial collection costs will be in accordance with the applicable statutory regulations.
- 7.7. Notwithstanding the event the payment has been or is transferred to a third party, such as but not limited to an employer, Users remain responsible at all times for obligations arising from the agreement with RiH.

8. Consequences of non-compliance

- 8.1. If User does not (fully) comply with one or more obligations under the Agreement or these Terms & Conditions, RiH is entitled to suspend its obligations and to interrupt or ultimately terminate the Services.

- 8.2. The consequences of interrupting the Services as referred to in Section 8.1, above, shall be at the expense and risk of User. These consequences may include:
 - a. Loss of access to course materials, content, or any other Services provided by RiH.
 - b. Suspension of User's account or profile, including the potential removal of any associated progress, credits, or certifications.
 - c. Forfeiture of any payments made for Services not provided.
 - d. Potential delays in User's ability to resume or complete their studies upon resolution of the non-compliance.
 - e. RiH's right to terminate the Agreement with immediate effect, without further obligation to provide Services or issue refunds, if the User's non-compliance persists beyond a specified period after notice has been given.
 - f. Any other legal or operational actions deemed necessary to enforce these Terms & Conditions or protect RiH's business interests.
- 8.3. Upon termination of the Agreement, the following applies:
 - a. Unless otherwise agreed in writing, RiH shall no longer have any obligations towards User and may delete User's Account if deemed necessary by RiH..
 - b. The terminated Agreement cannot be resumed. If and to the extent User wishing to continue the Agreement, User will have to re-enrol for the respective Service.
- 8.4. Default by User does not mean that the Agreement between User and RiH is automatically terminated.

9. Cancellation

- 9.1. User may cancel a Service up to 7 (seven) days before the start of the Service and receive a full refund.
- 9.2. Notwithstanding User's right under Section 9.1, above, User may request cancellation of its subscription to a Service by submitting such a request in writing (by post or e-mail) to RiH. Acceptance of such a termination request shall be at RiH sole discretion.
- 9.3. In the event of circumstances beyond User's reasonable control (such as illness which permanently inhibits User from participating in the Service, an accident or death) the payment for the Service will be reimbursed on a pro-rata basis, upon receipt of a written request for cancellation provided a valid evidence of such occurrence.
- 9.4. RiH reserves the right to cancel any scheduled Service up to 24 (twenty four) hours prior to the scheduled start of such Service in case the number of enrolled Users for such Service falls below the threshold for such Service. In such a case, ResultsinHealth shall give the User the opportunity to select either a refund or to enroll in another Service. ResultsinHealth maintains the following thresholds: The online course Services start with a minimum of 10 Users
- 9.5. Save for RiH aforementioned right to cancellation, RiH may postpone the Service up to 24 (twenty four) hours prior to the scheduled start of the Service. In this case, User will be given the opportunity to enroll in a different Service or receive a full refund of the payment.
- 9.6. Refunds are wire transferred from RiH's bank account within 5 (five) workdays of receipt of communication and/or proof concerning Section 9.3, above.

10. Intellectual Property

- 10.1. All intellectual property rights relating to the Content, the Website and the Services, provided and compiled by RiH, in whatever form and in whatever media, belong to RiH or the course facilitator of RiH, to the extend they do not belong to a third party.
- 10.2. It is prohibited to copy, download or publish, distribute, and/or reproduce in any manner any Content, information on the Website or in the Services containing the Intellectual Property rights of RiH and/or the course facilitator, without the prior written consent of RiH respectively the course facilitator, unless expressly stated otherwise..

- 10.3. User may print the information on the Website and/or in the Services and/or download such for personal use only. Unauthorized or improper use of the Content, the Website, and/or the Services, or parts thereof infringe intellectual property rights of RiH and/or the respective course facilitator.
- 10.4. The Content provided through or as a part of the Services may only be used and/or reproduced by User in accordance with the conditions of the Creative Commons license (link: <https://creativecommons.org/licenses/by/4.0/legalcode.en>). The use of the Content belonging to the course facilitator may be subject to more stringent conditions. User is responsible to inform and educate itself regarding such course facilitator's conditions, if any.
- 10.5. User guarantees that any drawings, models, materials or other works they provide to RiH do not infringe upon or violate any intellectual property rights of third parties.

11. Responsibilities of the User

- 11.1. By concluding an Agreement with RiH, User agrees to:
 - a. at all times provide accurate, current and complete information;
 - b. maintain the confidentiality of their Account credentials;
 - c. be responsible for securely saving their login details;
 - d. be responsible for managing the Account;
 - e. use the Website and/or Services only for lawful purposes and in accordance with applicable laws; and
 - f. refrain from any conduct that restricts or inhibits anyone's use or enjoyment of the Website and/or Services.

12. Liability and Indemnity

- 12.1. Any liability for any damages resulting from access to and use of the Website and/or the Services is expressly rejected. Also no guarantee is given for faultless and uninterrupted functioning of the Website and/or the Services. Although RiH strives to extremes to keep the Content as up to date and complete as possible, it can not provide any guarantee for the accuracy, currency, completeness or timeliness of the information published on the Website and/or in or through the Services. RiH accepts no liability in this respect.
- 12.2. In the event that User suffers damage as a result of the use of the Website and/or Services provided by RiH for which liability cannot be excluded by law, RiH's liability shall in all cases be limited to compensation for direct damage. Any and all liability for indirect damage - for example but not limited to consequential damage, delay damage, loss of profits and lost turnover - is therefore excluded. Furthermore, the extent of the obligation to pay compensation shall be limited to the amount paid by User for the Services. Under no circumstances shall RiH's obligation to pay compensation exceed the amount actually paid to RiH under RiH's insurance policy.
- 12.3. RiH's liability for injury and/or death and for damage caused by intent or gross negligence of RiH is not excluded nor limited.
- 12.4. RiH is in no way liable for damage, of whatever nature, resulting from (any) incorrect or incomplete information/recommendations/advice provided in connection with the Services. This includes the information/recommendations/advice provided by RiH or via the Content, Website, and Services, the brochure or any other work arising from or related to a Service.
- 12.5. RiH shall not be liable if User fails to comply with instructions given by or on behalf of RiH.
- 12.6. User guarantees that its employees for whose benefit the Services are provided have accepted the aforementioned limitations of liability and indemnifies RiH for any and all claims of those employees.

13. Disclaimer

- 13.1. The Website and/or Services may contain links to external websites and/or content. RiH is not responsible for those websites and/or content. User is advised to consult those websites and such content for any applicable terms and conditions to such website and/or content.
- 13.2. RiH reserves the right to change the Content, Website, and/or Services at any time without notice. It is recommended to verify from time to time that such has changed.

14. Data Protection and Data Processing

- 14.1. RiH processes various types of personal data provided by User on a daily basis. To ensure the careful handling and security of this data, RiH operates in accordance with the requirements of the General Data Protection Regulation (GDPR). Details on data processing and the rights of individuals are further explained RiH's Privacy Policy, which can be found here: <https://resultsinhealth.org/privacy-policy>.

15. Dispute Resolution

- 15.1. These Terms and Conditions, the Content, the Website, the Services and any quotations, offer, and/or Agreement are governed by Dutch law.
- 15.2. In the event of a dispute between User and RiH arising from or related to the foregoing, User and RiH will first attempt to resolve the dispute amicably. If no solution is reached, the dispute will be submitted to the competent court in The Hague.
- 15.3. In case of discrepancies or differences in interpretation of foreign versions of these Terms and Conditions, the version in the Dutch language shall prevail.

16. Amendments

- 16.1. These Terms and Conditions may be amended by RiH from time to time.
- 16.2. Notification of any amendment will be provided through a personal notice or a general notice on the Website.
- 16.3. If an amendment of these Terms and Conditions results in a Service being provided to User that substantially differs from the original Service, User has the right to terminate the Agreement as of the date the amended Terms and Conditions come into effect. Article 9.3, above, shall apply.

17. Contact information

- 17.1. For questions or concerns regarding these Terms and Conditions, please contact RiH at training@resultsinhealth.org or impactteam@resultsinhealth.org.

Last updated: November 2024