



Terms and conditions Techionista B.V.

The private limited liability company Techionista B.V. is registered with the Chamber of Commerce under number 67749798 and has its registered office at Keizersgracht 520H, 1017 EK in Amsterdam.

Article 1. Definitions

1. In these General Terms and Conditions the following definitions are used in the following sense, unless explicitly stated otherwise.
2. Service Provider: the private company Techionista B.V., incorporated under Dutch law, having its registered office in the Netherlands, and offering services to Candidate, hereafter referred to as: Techionista.
3. Candidate: the natural person who is not acting in the exercise of a profession or business, whom Techionista has appointed in order to follow a Training Course to be specified in the contract and to whom Techionista has made a proposal based on an Agreement.
4. Training Course: the education, study, course, training, retraining, meeting, information, workshop, or other training activity provided by Techionista, including but not limited to the Microsoft Azure Certified Data & AI Track of Techionista Academy.
5. Online module(s): the online learning environment composed by Techionista for the purpose of home study by Candidate.
6. Offer: any offer or quotation made to Candidate for the provision of Services by Techionista.
8. Services: the service provided by Techionista involves the provision of various Training Courses.
7. Speed dates: the support in the form of (online) speed dating's that Techionista organizes to link Candidates to potential employers.
8. Educational Material: the material related to the Training Course, such as training, teaching or instructional material in any form whatsoever, provided prior to, during or after the Training Course in question.
9. Agreement: any agreement and other obligation between Candidate and Techionista and Techionista's proposals for Services provided by Techionista to Candidate and accepted and executed by Techionista.
10. The Website used by Techionista is: www.techionista-academy.com.

Article 2. Applicability

1. These General Terms and Conditions apply to every Techionista Offer, every Agreement between Techionista and Candidate and to every Service offered by Techionista.
2. Before concluding an Agreement, Candidate will be provided with these General Terms and Conditions. If this is not reasonably possible, Techionista will indicate to Candidate how to view the General Terms and Conditions.
3. Deviation from these General Terms and Conditions is not possible. In exceptional situations, it is possible to deviate from the General Terms and Conditions for as far as this has been explicitly agreed upon in writing with Techionista.
4. These General Terms and Conditions also apply to additional, amended and follow-up assignments of Candidate.
5. If one or more provisions of these General Terms and Conditions are partially or completely null and void or canceled, the other provisions of these general terms and conditions shall remain in force, and the null and void provision(s) shall be replaced by a provision with the same purport as the original provision.
6. Uncertainties about the content, explanation or situations that are not regulated in these General Terms and Conditions should be assessed and explained in the spirit of these General Terms and Conditions.
7. The applicability of Sections 7:404 and 7:407(2) of the Dutch Civil Code is explicitly excluded.
8. If reference is made to she/her in these General Terms and Conditions, this should also be understood as a reference to he/him/his, if and for as far as applicable.

Article 3. The Offer

1. All offers made by Techionista are non-binding, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly mentioned in the Offer.
2. Techionista is only bound by an Offer if confirmed by Candidate in writing within 30 days. Nevertheless, Techionista has the right to refuse an Agreement with a Candidate or potential Candidate for any valid reason.
3. The Offer contains a description of the offered Services. The description is sufficiently specified so that Candidate is able to make a proper assessment of the Offer. Any information in the Offer is always indicative and cannot form grounds for any compensation for damages or for the dissolution of the agreement. The Offer in any case mentions:
 - a. The method of implementation of the Agreement;
 - b. The starting date of the Training Course;
 - c. The conditions under which the Training Course may not take place;
 - d. The possible admission requirements for the Training Course;
 - e. The price of the Training Course;

- f. The method of payment of the Training Course;
 - g. The duration of the Training Course.
4. Offers or quotations do not automatically apply to follow-up orders.
 5. Starting times of agreed Training Courses or other services of Techionista in the Techionista Offer are in principle indicative and do not entitle the Candidate to dissolution or compensation if they are exceeded, unless explicitly agreed otherwise.

Article 4. Realization of the agreement

1. The Agreement is concluded when the Candidate has accepted an Offer or Agreement from Techionista by returning a signed copy (scanned or original) of the Agreement to Techionista, signed by both parties.
2. Techionista is not bound by an Offer if Candidate could reasonably have expected or must have understood or should have understood that the Offer contains an obvious mistake or clerical error. Candidate cannot derive any rights from this mistake or error.

Article 5. Duration of the Agreement

1. The Agreement is entered into for the duration of the Training Course, as further recorded in the Agreement, unless agreed otherwise.
2. Both Candidate and Techionista can dissolve the agreement on the basis of an attributable failure to fulfil the agreement if the other party has been declared in default in writing and has been given a reasonable period of time to fulfil its obligations and still fails to fulfil its obligations correctly. This also includes the payment and cooperation obligations of Candidate.
3. The dissolution of the agreement does not affect the Candidate's payment obligations to the extent that Techionista has already performed work or services at the time of dissolution. Candidate must pay the agreed fee.
4. Both Candidate and Techionista can terminate all or part of the agreement in writing with immediate effect without further notice in case one of the parties is in suspension of payment, has filed for bankruptcy or the company in question ends by liquidation. If a situation as mentioned above occurs, Techionista will never be obliged to refund any monies and/or compensation already received.

Article 6. Cancellation

1. Prior to commencement of the Training Course, Candidate has the right to cancel the Agreement. Cancellation after commencement of the Training Course results in the fact that the Candidate cannot be refunded for the costs of the Training Course.
2. If Candidate wishes to cancel an already confirmed Agreement, this can only be done by written notification to Techionista. The starting date of the Training Course is the date indicated in the agreement between Techionista and the Candidate. To determine the time of cancellation, the moment of receipt of the aforementioned cancellation by Techionista applies.

3. The Candidate can cancel and terminate an agreement concluded for a definite period at any time. Techionista will confirm this to the Candidate. If there is an agreement regarding fiscal contact education with a fixed start date, the following cancellation scheme and interim termination scheme will apply after the possible reflection period has expired. The Candidate then pays a reasonable fee for the work already performed, including the Start-up costs. For the sake of clarity, the Candidate will below find an overview of these costs as a percentage of the agreed price. These percentages relate to the maximum compensation to be paid. If the reasonable fee to be paid is lower, the Candidate will be charged a lower fee. The amount of the compensation will be substantiated by the Techionista at the request of the Candidate:

Education is shorter than 1 academic year

Cancel up to 2 months before the start date	10% of the agreed price*
Cancel between 2 months and 1 month before the start date	20% of the agreed price*
Cancel between 1 month and 2 weeks before the start date	30% of the agreed price*
Cancel less than 2 weeks before the start date	50% of the agreed price*

Early termination	<p>In the event of early termination, 50% (as start-up costs) of the agreed price, plus the costs of the academic year already expired, regardless of whether you attended the meeting(s). The total costs shall never exceed the agreed price. In principle, the costs of the course you have already followed will be determined as follows:</p> <ul style="list-style-type: none"> • In the case of a course for an entire academic year: the costs in proportion to the number of months/days during which the course was followed, including the current month. • In the case of a course divided into blocks: the costs of the completed blocks/modules plus the costs of the module(s)/block(s) followed at the time of early termination.
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* As standard or in individual cases, Techionista is permitted to derogate from the percentage in the table above to your advantage. A lower percentage, which is indeed reasonable in the given circumstances, will only be agreed if you can prove that the application of the aforesaid percentage in your specific case does not meet the standards of reasonableness and fairness.

4. Cancellation prior to the commencement of the online instruction, or early termination, will take place in writing, or as the case may be by electronic means;

5. If there is only an agreement concerning a (modular) examination, the following cancellation provisions will apply after the expiry of any cooling-off period:

a) cancellation prior to commencement will take place in writing, or as the case may be by electronic means;

b) in the event of cancellation until six weeks prior to commencement the Candidate will owe the administrative costs with a maximum of € 50. In the event of 'computer-based examinations' this period will be two weeks prior to commencement;

c) in the event of later cancellation the Candidate will owe the full agreed price. Unless the reasonable fee for the work already performed is lower, in which case the Candidate will be charged this lower fee. Upon request, the amount of the fee will be substantiated by Techionista.

6. In the case of distance education, cancellation after the agreement has come into effect and after the cooling-off period will be possible, but the Candidate will still be obliged to pay the agreed price in full. Unless the reasonable fee for the work already performed is lower, in which case the candidate will be charged this lower fee. Upon request, the amount of the fee will be substantiated by Techionista.

7. The Candidate has the right to terminate the agreement without stating reasons for fourteen days after the concluding of a distance agreement with regard to an educational service. If Techionista has not provided all details required by law, including the details referred to in article 3, this period will be fourteen days after the later provision thereof up to a maximum of twelve months after the concluding of the agreement.

8. The educational service can only commence during the cooling-off period on the Candidates express request. In such cases the Candidate will retain the right to terminate the agreement in conformity with sub clause 4. If the Candidate terminates the agreement in such a case within the cooling-off period, you will owe a pro rata part of the price of the educational service to Techionista.

9. If the educational service is for the most part offered by means of an electronic (learning) environment, the right to terminate will end in that case at the commencement of the educational service, provided that:

a. The Candidate has expressly agreed in advance that the execution can commence prior to the end of the termination period and the Candidate declare that the Candidate waive his/her right to terminate, and

b. Techionista has confirmed the statement referred to under section a to the Candidate.

10. Costs relating to Teaching Materials that are already supplied or that have been made available to Candidate otherwise are never eligible for restitution and will be charged to Candidate upon premature termination of the Agreement.

Article 7. Implementation of the Agreement

1. Techionista will make every effort to perform the agreed Service with the utmost care as may be required of a good Service Provider. Techionista guarantees a professional and independent service. All Services are performed based on a best effort obligation, unless an explicit and written result has been agreed upon which is described in detail.

2. The Agreement based on which Techionista performs the Services is leading for the size and scope of the Services.

3. When performing the Services, Techionista is not obliged or bound to follow Candidate's instructions if this changes the content or scope of the agreed services. If the instructions result in further work for Techionista, Candidate is obliged to reimburse the additional costs based on a new quotation.

4. Techionista is not obliged to check the accuracy and/or completeness of the information they are provided with or to update Candidate regarding the information if this has changed over time. 5. Techionista is entitled to use third parties to execute the Order at its own discretion. 6. The performance of the Services is based on the information provided by Candidate. If the information needs to be changed, this may have consequences for the performance of the Agreement. Under no circumstances will Techionista be liable for any changes in the planning, content, or execution of the Training Course.

7. If the start, progress or delivery of the Services is delayed due to, for example: Candidate not providing all requested information or not providing it on time or in the desired format, insufficient cooperation, advance payment is not received on time by Techionista or other circumstances, which are for the account and risk of the Candidate, Techionista is entitled to a reasonable extension of the delivery period. All damages and additional costs resulting from any cause of delay as mentioned above are at Candidate's expense and risk.

Article 8. Educational material

1. Techionista shall make the Online Learning Modules, additional teaching and/or learning materials and handouts of the (soft skill) training courses required for participation in the Course available to Candidate during the Training Course, unless Candidate has not yet, or not fully, fulfilled its payment obligation.

2. All delivery terms used by Techionista are determined to the best of Techionista's ability based on the information Candidate has provided to Techionista at the time of entering into the Agreement. Techionista is not liable for any exceedance of delivery times.

Mentioned delivery periods are indicative, and a reasonable exceeding of the delivery period does not constitute an attributable shortcoming on the part of Techionista.

Article 9. Candidate's obligations

1. Candidate must provide all relevant information and data (name, date, and place of birth) in good time and/or before commencement of the Training Course and in the required format. Candidate must also provide truthful information prior to the agreement relating to both the suitability and motivation of the Candidate. If Techionista has good reasons to doubt either the candidate's suitability or motivation, Candidate may still follow the Training Course(s) but with a negative (study) advice.

2. Candidate is required to attend all meetings. If, for any reason, Candidate is unable to attend, Candidate must indicate their reason for not being able to attend before the day in question.

3. Candidate shall make every effort to complete the Training Course to the best of their ability within the agreed duration of the Training Course.

4. Techionista may, if deemed necessary for the implementation of the Agreement, request additional information from the Candidate. Failing this, Techionista is entitled to suspend its work until the information is received, without being liable to pay any compensation whatsoever to Candidate.

Article 10. Content of the Training Course

1. Within the framework of the Training Course, one or more meetings shall be organised, depending on the type of Training Course. Candidate must actively participate in the meetings, as well as follow the Online modules at home if this is also part of the Training Course.

2. The result of the Training Course always depends on the efforts of the individual Candidate. Candidate is expected to actively participate in the Training Course. If homework has been submitted or any other preparation is required, Candidate must have completed this in a timely manner.

3. If Candidate is required to arrange certain matters within the framework of the Training Course (books, laptop, etc.), Techionista will inform Candidate in a timely manner.

4. Prior to the commencement of the Training Course, Candidate shall notify Techionista in writing of all circumstances that are or may be relevant, including any issues and priorities to which the Candidate wishes to draw attention.

5. In case of illness or late presence of the Candidate, the (late) absence must be notified to Techionista as soon as possible. If this is not done or not done on time, Techionista may charge additional costs or further affect the candidate's rights under the Agreement. Illness or absence does not affect Candidate's payment obligation. Under no circumstance is Candidate entitled to a refund of already paid funds or any form of compensation if Candidate misses a training day or a meeting.

6. If Candidate shows up more than 15 minutes later than the agreed starting time of a meeting, Techionista (or the instructor in question) has the right to deny the Candidate admission if, to the opinion of Techionista, participation will disrupt the other Candidates. The consequences of not being able to participate will be at the expense and risk of the late Candidate, unless agreed otherwise.

7. Techionista has the right to deny entry or exclude from further participation any Candidate who, due to disruptive behavior or other disruptive activities, obstructs the progress of the Training Course for himself/herself or for other Candidates. The consequences of a denial or exclusion shall always be at the expense and risk of the Candidate.

Article 11. Online modules and diploma

1. Upon successful completion of the Training Course, Candidate may receive a certificate, depending on the type of Training Course. In order to successfully complete the Training Course, Candidate meanwhile must also complete the Online modules. The Online modules are an integral part of the Training Course.

2. If a module must be completed on location or online, Candidate is always required to be present (online) at the agreed (physical) location at least 15 minutes in advance. If Candidate does not show up on time for an exam or examination, Candidate may be denied participation. All consequences of this will be at the expense and risk of the Candidate.

3. Techionista reminds Candidate that the conduct and assessment of exams shall be carried out by the competent authority. Techionista shall never be involved in the actual assessment of exams. Complaints about the conduct or content of an exam shall be submitted to the relevant authority. 4. The prices used by Techionista in the context of the Assignment include the cost of any exams to obtain the certificates but exclude the cost of a possible retake.

5. If a Candidate fails to complete an Online module or part of it, or fails to complete it on time or successfully, this may have consequences for the successful completion of the Training Course and, in the worst-case scenario, may result in the Candidate not being able to complete the Training Course in its entirety. If Candidate fails to complete a mandatory Online module once, or fails to complete it on time or successfully, this will have no further consequences. If, for the second time, Candidate fails to complete an Online module, fails to complete it on time, or fails to complete it successfully, Techionista and Candidate will consult with each other to discuss the progress of the Training Course.

Article 12. Speed dates

For the purpose of linking Candidate to potential employers, Techionista organizes speed dates. Techionista is always committed to match Candidate with an employer, but participation in the speed dates organized by Techionista never guarantees the actual finding of a job. This involves an obligation to perform to the best of one's abilities of Techionista. Finding a job always remains the Candidate's own responsibility. Successful completion of the Training Course never means a guarantee of actually finding a job. Techionista is not responsible or liable if Candidate does not find a job after the completion of the Training Course and Candidate cannot derive any further rights or restitution from this towards Techionista.

Article 13. Additional work and amendments

1. If, during the execution of the Agreement, it appears that the Agreement needs to be adjusted, or if, at Candidate's request, further work is required to achieve the desired result, Candidate is obliged to pay for this additional work in accordance with the agreed rate. Techionista is not obliged to fulfil this request and may require Candidate to make a separate agreement and/or refer the Candidate to an authorized third party.

Article 14. Prices and payment

1. All prices are in principle exclusive of turnover tax (VAT), unless otherwise agreed.
2. The fee for the Training Course includes costs for Teaching Materials, but excludes any costs relating to additional workshops, meetings and items provided to the Candidate that have not been agreed upon in advance.
3. All matters provided by Techionista relating to Teaching Materials remain the intellectual property of Techionista (see also Article 21).
4. Techionista performs its services in accordance with the agreed rate. Before commencement of the Training Course, Candidate must pay the agreed advance payment. The advance payment is made in one installment prior to commencement of the Training Course.
5. Exclusively and only if the advance payment has been made in full, the Candidate can start the Training Course.
6. If no other payment term has been agreed upon, the payment term shall be 30 days after the invoice date. Candidate is required to pay these costs at once, without settlement or suspension, to the bank account number and details of Techionista, unless a different payment term has been explicitly agreed upon with Techionista, in writing.
7. Techionista reserves the right to deny a Candidate access – both physical and digital – to a Training Course if the Candidate has not fulfilled his/her payment obligations.

8. Candidate is obliged to reimburse the costs of third parties, such as examination bureaus, in full, unless explicitly agreed otherwise. Candidate is fully responsible for all consequences of not paying these costs or not paying them on time.

9. Techionista is entitled to increase the applicable prices and rates annually in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and for as far as they are explicitly stated in the Agreement.

10. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation, or request for payment against Candidate, the payment and all other obligations of Candidate under the Agreement will become immediately claimable.

Article 15. Collection policy

1. If Candidate does not meet his or her payment obligation and has not met his or her obligation within the determined payment term, Candidate is in default by operation of law. Candidate being a Consumer, will first receive a written reminder with a term of 14 days after the date of receipt, in order to fulfil his or her payment obligation with a statement of the extrajudicial costs if Candidate fails to meet his or her obligations within that term, before Candidate is declared to be in default.

2. From the date Candidate is in default, Techionista will be entitled, without further notice, to the statutory commercial interest from the first day of default until full payment, and compensation of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code to be calculated according to the graduated scale from the decree on compensation for extrajudicial collection costs of 1 July 2012.

3. If Techionista has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The full judicial and enforcement costs are also at Candidate's expense.

Article 16. Privacy, data processing and security

1. In the execution of the Service, Personal data of Candidates is collected. Techionista will treat the (personal) data of the Candidates concerned carefully and will only use this data in accordance with the applicable standards. If requested, Techionista will inform the person concerned. Questions about the processing of personal data and further information can be sent/requested by e-mail to info@techionista-academy.com.

2. Candidate is solely responsible for the processing of data that is processed using a service provided by Techionista. Candidate also guarantees that the content of the data is not unlawful and does not violate any rights of third parties. In this context, Candidate indemnifies Techionista against any (legal) claim related to this data or to the execution of the agreement.

3. If Techionista is required by the Agreement to provide information security, this security shall comply with the agreed specifications and involve a level of security that is not unreasonable with regard to the state of the technique, the sensitivity of the information, and the costs involved.

Article 17. Suspension and dissolution

1. Techionista has the right to deny Candidate access to the Training Course or to retain the Teaching Materials if Candidate has not yet (fully) fulfilled his/her payment obligations. This right remains unaffected if a solid reason arises for Techionista that justifies suspension.

2. Techionista is authorized to suspend the fulfillment of its obligations as soon as Candidate is in default of any obligation under the Agreement, including late payment of its invoices. The suspension will be immediately confirmed to the Candidate in writing.

3. In said case, Techionista will not be liable for any damages, for whatever reason, resulting from the suspension of its work.

4. Suspension (and/or dissolution) does not affect the Candidate's payment obligations for work already carried out. Furthermore, Candidate is obliged to compensate Techionista for any financial loss suffered by Techionista due to Candidate's remaining in default.

Article 18. Force majeure

1. Techionista is not liable when, due to a force majeure situation, it is unable to fulfill its obligations under the agreement.

2. With force majeure on the part of Techionista is understood in any case, but not limited to: (i) force majeure of Techionista's suppliers, including but not limited to Microsoft, (ii) failure to properly fulfill obligations by suppliers prescribed or recommended to Techionista by Candidate or its third parties, (iii) defects of software or possible third parties involved in the performance of the service, (iv) government measures, (v) interruption of electricity, Internet, data network and/or telecommunications facilities, (vi) illness of Techionista's employees or consultants engaged by Techionista, and (vii) other situations which, in Techionista's judgment, are beyond its control that temporarily or permanently prevent it from performing its obligations.

3. In the event of force majeure, both Parties have the right to dissolve the Agreement in whole or in part. All costs incurred prior to the dissolution of the Agreement due to force majeure must in said case be paid by Candidate. Techionista is not obliged to reimburse or compensate Candidate for any losses caused by such dissolution.

Article 19. Limitation of liability

1. If any result stipulated in the Agreement is not achieved, a shortcoming of Techionista will only be considered to exist if Techionista explicitly promised this result upon accepting the Agreement. 2. If the performance of services by Techionista results in liability on the part of Techionista, such liability is limited to the total amount invoiced under the Agreement, but only with regard to the immediate damages suffered by the Candidate, unless such damages are the result of an intentional act or omission or negligence on the part of Techionista. Immediate damage is understood to mean: reasonable costs incurred to limit or prevent immediate damage, the determination of the cause of the damage, the immediate damage, the liability, and the method of repair.

3. Techionista's liability for personal or physical injury is limited to the maximum amount per event to be paid out by the insurance, per year, increased by the amount of the excess to be borne by Techionista. All this with the exception of intent or gross negligence on the part of Techionista. 4. Techionista explicitly excludes all liability for consequential damages. Techionista is not liable for consequential damages, indirect damages, trading losses, loss of profits and/or suffered losses, missed savings, damages due to business stagnation, capital losses, delay damages, interest damages and immaterial damages.

5. Any advice provided by Techionista, based on incomplete and/or incorrect information provided by the Candidate is never a ground for liability of Techionista.

6. The result of participation in a Training Course always depends on the efforts of the individual Candidate. Candidate cannot derive any rights from the completion of a Training Course regarding a possible job guarantee.

7. Techionista relies on third party software, such as Microsoft, for the execution of its Services. Techionista is not liable for the (temporary) unavailability of such software. If the software is unavailable permanently or for a longer period of time, Techionista will offer Candidate an alternative equal to the software and other educational resources used in the Agreement. Candidate cannot derive any right to compensation from this.

8. Techionista does not guarantee the correct and complete transmission of the content of and email sent by/on behalf of Techionista, nor its timely receipt.

9. All claims of Candidate regarding failure on the part of Techionista expire if they are not reported to Techionista in writing and motivated during the term of the contract or within one year after the agreed Training Course has or has not been successfully completed, and after Candidate knew or could reasonably have known the facts on which the claims are based. After this expiration date, Techionista's liability expires.

10. Successful completion of the Training Course by Candidate is not guaranteed by Techionista. Candidate is always responsible for the successful completion of the Training Course. Techionista has a commitment to guide the Candidate to the best of its abilities within the framework of the Agreement. Any liability for damages suffered by the Candidate as a result of not successfully completing the Training Course is excluded, including consequential damages. All this except in the case of intent or deliberate recklessness on the part of Techionista. However, in that case, liability is also limited as described in paragraph 2 of this article.

Article 20. Confidentiality

Techionista and Candidate undertake to maintain the confidentiality of all confidential information obtained under the Agreement. Confidentiality arises from the nature of the information in question (such as login details for Online modules) and must also be assumed if one can reasonably expect information to be confidential. Confidentiality does not apply if the information in question is already public/generally known, the information is not confidential and/or the information was not disclosed to Techionista during the Agreement and/or was obtained by Techionista in any other way.

Article 21. Intellectual Property Rights

1. All IP rights and copyrights of Techionista including, but not limited to, all presentations, designs, teaching materials, models and advice, for as far as they do not already belong to third parties, belong exclusively to Techionista and will not be transferred to Candidate unless explicitly agreed otherwise.
2. Candidate is forbidden to use any document or software covered by Techionista's IP rights and copyrights outside the scope of the Agreement and/or to disclose and/or reproduce, modify or make available to third parties (including use for commercial purposes) without Techionista's explicit prior written consent. If Candidate wishes to make changes to the information and data provided by Techionista, Techionista must explicitly agree to the intended changes.
3. Candidate is forbidden to use the items and documents covered by Techionista's intellectual property rights other than as agreed upon in the Agreement.
4. Parties will inform each other and jointly take action if an infringement of IP rights occurs.
5. Any infringement by the Candidate of Techionista's intellectual property rights relating to Teaching Materials supplied or made available by Techionista will be punishable by a one-off fine of at least € 3,000 (in words: three thousand euros) and a fine of € 200 (in words: two hundred euros) for each day that the infringement continues. This is without prejudice to Techionista's right to claim additional compensation if the damage suffered by Techionista exceeds this amount.

Article 22. Safeguarding and accuracy of information

1. Candidate is solely responsible for the correctness, reliability and completeness of all data, information, documents and/or records, in whatever form, that he/she provides to Techionista as part of an agreement, as well as data obtained from third parties and provided to Techionista for the execution of the Service.
2. Candidate indemnifies Techionista against any liability resulting from his/her failure to meet his/her obligations regarding the timely provision of all correct, reliable and complete data, information, documents and/or records, as well as the timely presence of Candidate.
3. Candidate indemnifies Techionista against all third-party claims resulting from work done for Candidate, including but not limited to intellectual property rights on Educational Materials.
4. If Candidate provides electronic files, software or data carriers to Techionista, Candidate will do its utmost to keep these goods free of malware and defects and to do or refrain from doing anything that can be reasonably expected with respect to all behaviors or actions (or the lack thereof) that are known, or can be expected to be known, to Candidate and that could pose a risk of spreading malware or causing damage to the aforementioned goods.
5. Candidate indemnifies Techionista against all claims from himself/herself and third parties due to the modification or expiration of the licenses used by Techionista for the execution of the Training Course. If the content of the Training Course is changed due to the expiration or modification of the license, this is not grounds for Techionista's liability.

Article 23. Complaints

1. If Candidate is not satisfied with Techionista's service or has other complaints with regard to the execution of the assignment, Candidate is obliged to report these complaints as soon as possible, but at the latest within 7 calendar days after the reason that led to the complaint. Complaints can be reported verbally or in writing through info@techionista-academy.com with the subject 'Complaint'.
2. The complaint must be sufficiently substantiated and/or explained by the Candidate in order for Techionista to be able to handle the complaint.
3. Techionista will respond to the content of the complaint as soon as possible, but no later than 7 calendar days after receipt of the complaint.
4. Parties will attempt to reach a solution together.
5. The complaint will be handled by a Techionista employee who is not directly involved in the complaint in question.

Article 24. Applicable law

1. Dutch law applies to the legal relationship between Techionista and Candidate.
2. Techionista has the right to modify these General Terms and Conditions and will inform Candidate accordingly.
3. In the case of translations of these General Terms and Conditions, the Dutch version shall prevail.
4. All disputes arising from or as a result of the agreement between Techionista and Candidate will be settled by the competent court of the Amsterdam District Court, unless mandatory provisions designate another competent court.
5. The agreement is governed by Dutch law, unless the law of another country is applicable under mandatory law.
6. Disputes between the Candidate and Techionista about the conclusion or implementation of agreements with regard to services and matters to be provided or delivered by Techionista can be brought before the Disputes Committee for Private Education Institutions by both the Candidate and Techionista, more information can be found at: www.degeschillencommissie.nl.
7. The Disputes Committee will only deal with a dispute if the Candidate has first submitted the complaint to the Techionista in accordance with the provisions of Article 23 and this has not resulted in a solution that is satisfactory to both parties.
8. A dispute must be brought before the Disputes Committee within twelve months after the complaint has been submitted in accordance with the provisions of Article 23.
9. A fee is due for the handling of a dispute.
10. When the Candidate submits a dispute to The Disputes Committee, Techionista is bound by this choice.
11. When Techionista wishes to submit a dispute to The Disputes Committee, Techionista must first ask the Candidate in writing to declare within 5 weeks whether the Candidate agrees. Techionista must thereby announce that after the expiry of the aforementioned term, it considers itself free to submit the dispute to the ordinary court.
12. The Disputes Committee makes a decision with due observance of the provisions of the regulations applicable to it. The decision of the Disputes Committee takes the form of a binding advice.

At Techionista B.V. we use [the general terms and conditions of the NRTQ](#) in addition to our own general terms and conditions.