

Terms and Conditions (Enter Network)

Enter Network - March 2021

1. Definitions

“We”, “provider”, “Enter Network” or “us” means JPJ Gerritsen, with trade name Enter Network, a one-person business (“*eenmanszaak*”) under the law of the Netherlands, and having its registered address at Rembrandtkade 62-2, 3583TS, Utrecht.

“You”, or “user” means any (legal) entity or person that makes use of any of the services offered by Enter Network

“Member” means an individual signing up to the Enter Network community on any of the different membership tiers.

“Services” means services provided by Enter Network such as events which support the tier selected by the user as specified on the website.

“Trainer”, or “facilitator” means any natural person representing, or acting on behalf of us who is responsible for facilitating, teaching or offering an event or service;

“Force majeure” means any external cause, expected or unexpected, including those specified in Dutch Law and jurisprudence, over which we have no control and that hinder us from offering services (including facilitating events), or honor commitments we made to you.

“Community membership”, or “membership”, or “memberships” means the different membership tiers offered by Enter Network to users.

2. Applicability

- 2.1. These terms and conditions apply to the services offered by Enter Network that come into effect by registering for any of the memberships offered by us on our website or designated platforms managed by us (such as Meetup). This includes registrations done by yourself and registrations performed by us, acting on your request, or by a third-party acting on your behalf;
- 2.2. By entering into an agreement with us, you agree to our full terms and conditions;
- 2.3. Our terms and conditions continue to apply fully even when we do not strictly enforce them;

- 2.4. These terms and conditions supercede any of your purchase conditions and other terms and conditions you may want to use, unless agreed differently by you and us, explicitly and in written form;
- 2.5. Enter Network may amend these Terms from time to time. Amendments will be effective upon the posting of Enter Network of such updated Terms at this location (Website). The continued access or use of services offered by Enter Network after such posting constitutes the User's consent to be bound by the Terms, as amended.

3. Provision of services

- 3.1. Enter Network provides a community subscription service, with which you can meet other users, attend events, and make use of other services offered by Enter Network as part of this community.
- 3.2. The amount and type of services offered as part of this agreement and your community membership may change over time.

4. Agreement

- 4.1. The agreement between you and us starts after you receive confirmation of your registration for any of the memberships by written or electronic means;
- 4.2. If you have not already paid in full as part of your registration for a membership and after a trial period has finished, you are required to pay in full before making use of any of the services provided by Enter Network as part of the membership in question.

5. Account

- 5.1. In order to become a member, or use the services, you must first register yourself as a member and create an account on the website by filling in an online registration form. You must first read and accept these terms before sending the online registration form.
- 5.2. The account registration requires you to submit certain personal information to Enter Network, such as your email address.
- 5.3. Your account is personal, and you are not allowed to let third-parties use your account. You are responsible for all activity that occurs under your account, and you agree to maintain the security and secrecy of your account login codes at all times. Unless otherwise agreed, you may only possess one account.
- 5.4. Enter Network shall not be liable in any way, if you lose or forget your login codes, and Enter Network shall not be responsible if any unauthorized third-person or

-party uses these login codes, notwithstanding the security measures of Enter Network as stated in Section 12.

6. Renewal, Cancellation & Termination

- 6.1. Your membership and accompanying payment will automatically renew at the end of the applicable subscription period.
- 6.2. Each party may cancel the membership upon giving written notice to the other party. The cancellation will take effect the day after the last day of the current subscription period.
- 6.3. Enter Network shall have the right upon giving written notice to you to immediately terminate or suspend your access to the services if you become subject to any of the following events, or Enter Network reasonably believes that you are about to become subject to any of them:
 - You commit a material breach of the Terms and (if such a breach is remediable) fail to remedy that breach within 14 days;
 - You commit any fraud or dishonesty or act in any manner which in the opinion of Enter Network (exercising absolute discretion) brings or is likely to bring Enter Network into disrepute or is materially adverse to the interests of Enter Network;
 - You fail to pay the amount due under the terms of your membership.

7. Cancellations or changes to Enter Network services

- 7.1. We are not required to uphold any commitments that we have made to you as part of the agreement in the case of a force majeure situation;
- 7.2. We have the right to reschedule or cancel an event or any other service offered as part of the Enter Network membership, for example when the facilitator is unable to provide the event through a force majeure situation or illness.

8. Pricing

- 8.1. All prices charged by Enter Network are exclusive of turnover tax (VAT), unless specified otherwise;
- 8.2. A VAT-invoice is provided in certain cases. You can also request a VAT-invoice for your registration after which we provide one to you;
- 8.3. The prices agreed between you and Enter Network can be adjusted once each year, starting one year after your membership has started.

9. Registration and payment

- 9.1. You are required to pay for your membership for the applicable subscription period in full before the membership starts. We reserve the right to decline you access to an event or any service offered by Enter Network as part of the membership, if you have not paid in full.

10. Liability

- 10.1. We are not liable, on the basis of the law or under agreement, for consequential loss which you or a third party might suffer with regard to the performance of the agreement or (the use of) the events or services, also including loss of profits, intangible loss or environmental damage;
- 10.2. Unless the damage is caused by intention or gross negligence on our part, you will indemnify us from all claims of third parties, directly or indirectly related to the performance of the agreement, or as the case may be (the use of) the events and will compensate us for all damage that we suffer as a result of such claims;
- 10.3. We are not liable for any compensation of damage if an event or service is interrupted, rescheduled and/or cancelled due to unforeseen circumstances as referred to in article 7;
- 10.4. We reject any liability for damages resulting from disfiguration of information, delay, lack of clarity and/or other errors in the communication between you and us as a result of the use of the Internet or any other means of communication;
- 10.5. We reject any responsibility for issues, bugs, delays or lack of clarity caused by the intermediate platforms we use for offering our services (including but not limited to Slack, Zoom, Meetup.com);
- 10.6. In all events, our liability is limited to the invoiced amount of that part of the agreement from which the damage has arisen.

11. Intellectual property

- 11.1. The intellectual properties of all materials, documents, sheets, formats and facilitation techniques that are made available to you as part of the membership remain entirely with us or with our facilitators;
- 11.2. You are not allowed to disclose any of the materials mentioned under 11.1 to persons who are not members of Enter Network, unless you have our explicit permission by written or electronic means.

12. Confidential Information

- 12.1. Each party will take all reasonable precautions in order to ensure that confidential information received from the other party is kept secret. In the absence of prior written consent, parties are prohibited from disclosing confidential information to third parties in any way, except to the extent that an obligation to disclose arises on the basis of a legal provision or in compliance with a court order.
- 12.2. Enter Network will take all reasonable precautions to ensure optimum security and protection from unlawful use of personal data belonging to you. Only authorised personnel have access to the data. The storage and transmission of your data via the Internet are protected by techniques that are currently in general use.
- 12.3. Enter Network will not make your data available to third parties in any way. If you wish, you have the right to inspect and to correct personal data if necessary.
- 12.4. Parties shall process personal data in accordance with the General Data Protection Regulation (in Dutch: Algemene Verordening Gegevensbescherming) if the General Data Protection Regulation is applicable.
- 12.5. Enter Network applies a Privacy Statement, which can be consulted on its website. Upon agreement to these terms, you declare yourself to agree to the contents of Enter Network's Privacy Statement.

13. Your Company Name & Logo

- 13.1. If you have become a member, Enter Network may use your company name and logos in case studies, promotional materials, the Enter Network website, or other write-ups, unless you request otherwise.

14. Disclaimer

- 14.1. Enter Network's website, community, and services are provided on an 'as is' basis. Enter Network makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of title, merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.
- 14.2. Further, Enter Network does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.
- 14.3. Users agree to use Enter Network's website, community and services only for lawful purposes and are prohibited from posting on the Website any unlawful, harmful, threatening, abusive, harassing, defamatory, or obscene material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law.

15. Applicable law

- 15.1. To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Dutch law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in Utrecht, the Netherlands.