

Terms and Conditions - B2B

Growth Tribe (31.8.2023)

1. General

- a. GROWTH TRIBE reserves the right to amend the provisions in these Terms at any time after which the Terms shall apply in the amended form to all subsequent offers and renewals. You can find the latest T&C's on our website.

2. Service and use of the service

- a. MEMBERSHIP of the GROWTH TRIBE LEARNING HUB ("the HUB") will begin within 14 days of signing the Agreement. During this time the CLIENT must provide GROWTH TRIBE with a full list of PARTICIPANTS (full name and email address). Failure to do so may result in delays to PARTICIPANTS being granted access to the HUB.
- b. PARTICIPANT access can be switched to another PARTICIPANT without additional costs within 3 months of the start of the MEMBERSHIP.
- c. CLIENT and PARTICIPANTS may not share their log-in credentials with any other parties.
- d. CLIENT and PARTICIPANTS may not use any content to offer services that overlap in any way with any services offered by GROWTH TRIBE, such as professional development and training.
- e. GROWTH TRIBE reserves the right to modify (including but not limited to adding or removing features), discontinue or terminate (functionalities of the) HUB and/or the Content, at any time for any reason without incurring liability.
- f. GROWTH TRIBE has the right to deny or remove access to the HUB and/or the Content, and to suspend the accounts of any PARTICIPANT, at any time for any reason without incurring liability.

3. Intellectual Property Rights & Sharing Growth Tribe Content

- a. All Intellectual Property Rights in and related to the HUB, LIVE TRAINING and the GROWTH TRIBE content shall exclusively vest in GROWTH TRIBE. The CLIENT only acquires those rights of use that are explicitly granted in and in accordance with these Terms.
- b. All rights of use granted to the CLIENT under the MEMBERSHIP shall be non-exclusive, non-transferable, non-sublicensable, solely granted for internal business use and limited to the term specified herein.
- c. It is strictly forbidden to use any GROWTH TRIBE intellectual property for commercial training, services or workshops.
- d. The CLIENT is, however, welcome to use and share any images and text publicly available on the GROWTH TRIBE website, blog or social media channels (Facebook, LinkedIn, Instagram, and Twitter), on the condition that the source is mentioned and a "do-follow" link to the original content is provided.
- e. The CLIENT acknowledges and accepts that GROWTH TRIBE is permitted to use the CLIENT's name logo and use-case for marketing purposes.

4. Fees and payment

- a. Unless explicitly agreed otherwise, MEMBERSHIP FEES are paid in advance, on an annual or monthly basis. Unless agreed otherwise, the Fees for LIVE TRAINING are also to be paid in advance. The CLIENT shall never be entitled to suspend any payment or to set off amounts due.
- b. Payment must be made within 30 days of the invoice date.
- c. Any queries regarding an invoice must be raised with GROWTH TRIBE within 5 working days of receipt of invoice.
- d. GROWTH TRIBE is entitled to adjust the applicable Fees and rates on an annual basis.
- e. If the CLIENT fails to pay (all or part of) the Fees by the invoice's due date they will receive reminders from GROWTH TRIBE. Statutory commercial interest (wettelijke handelsrente) will be charged on the outstanding amount from the due date. If the CLIENT continues to fail to pay the amount due after receipt of the demand or notice of default, GROWTH TRIBE may assign the claim to a debt-collecting agency, at which point collection fees will be charged.
- f. In the event that the project timeline or LIVE TRAINING start date is changed for any reason, the original terms of payment, including payment deadline (within 30 days of the invoice date), will remain.
- g. If the CLIENT fails to (timely) pay the Fees due, GROWTH TRIBE also has the right to suspend, revoke or limit the CLIENT's access to the HUB until the outstanding Fees have been fully made or proper security has been provided.

5. Membership term, renewal and termination

- a. A MEMBERSHIP is entered into for the initial term of twelve (12) months, unless explicitly agreed otherwise. After the CLIENT has accepted the MEMBERSHIP, either online or by accepting the Agreement and these Terms, the MEMBERSHIP is binding and cannot be terminated until the end of the initial term, in line with the provisions of this clause.
- b. After expiry of the initial term, the MEMBERSHIP is automatically renewed for subsequent periods of each twelve (12) months at full annual price, unless the MEMBERSHIP is adequately and timely terminated in accordance with these Terms.
- c. Each MEMBERSHIP may be terminated by giving written notice by email to memberships@growthtribe.nl with due observance of a notice period of at least sixty (60) days prior to the end of the current term.
- d. The CLIENT may at any time during the MEMBERSHIP submit a request for an 'upgrade' of its MEMBERSHIP through notification to GROWTH TRIBE. An upgrade of the MEMBERSHIP may result in more features, additional services and content.
- e. Upon the termination of a MEMBERSHIP, regardless of the reason thereof, the right of the CLIENT to use the HUB immediately ceases and the Credentials may be revoked.
- f. Unless otherwise provided for in these Terms, the CLIENT will not be entitled to any refunds of any Fees, pro rata or otherwise, and any outstanding Fees on the effective date of such termination will become immediately due and payable in full.

6. Live training

- a. The CLIENT has 14 days from signing the agreement to agree LIVE TRAINING dates in writing with GROWTH TRIBE. LIVE TRAINING dates must be agreed at least 30 days in advance to allow for planning.
- b. Where specified in the agreement CLIENT will provide GROWTH TRIBE at its earliest convenience with a full list of PARTICIPANTS including full names, email addresses and job titles, a minimum of 14 days in advance of the start of the LIVE TRAINING.
- c. In the event that the PARTICIPANT list is not received on time as outlined above, GROWTH TRIBE reserves the right to change and/or delay the project timeline, including the start of the LIVE TRAINING.
- d. If GROWTH TRIBE wishes to record LIVE TRAINING for internal purposes it will ask the permission of the participants in advance. The CLIENT and/or PARTICIPANTS shall not be permitted to record the LIVE TRAINING or any part thereof, including but not limited to audio recording, video recording, photography, screen capture or screen shots, without express written consent from GROWTH TRIBE.

- e. The CLIENT may request rescheduling of LIVE TRAINING dates, in writing, with a minimum notice of 60 days at no additional cost. For notice provided 31-60 days in advance a rescheduling fee of 20% of the LIVE TRAINING fee (ex VAT) will be charged. Rescheduling is not possible within 30 days of the start of the training.
- f. The CLIENT may request cancellation of LIVE TRAINING, in writing. Cancellation fees will be chargeable as follows; 60+ days notice = 30% of the LIVE TRAINING fee (ex VAT), 31-60 days notice 50% of the LIVE TRAINING fee (ex VAT). Less than 30 days before the start of LIVE TRAINING, cancellation is not possible and fees are payable in full.

7. Warranties

- a. The HUB is provided 'AS IS' and 'AS AVAILABLE'. The CLIENT acknowledges that complex software is never wholly free from defects, errors, security vulnerabilities or bugs. GROWTH TRIBE does not guarantee that the HUB shall at all times function without error or interruption, nor that it will be wholly free from defects, errors and bugs.
- b. GROWTH TRIBE will use commercially reasonable efforts to make the HUB available 24 hours a day, 7 days a week, except during planned or unplanned downtime. Support will only be provided on Business Days during Business Hours.
- c. For the avoidance of doubt, downtime caused directly or indirectly by (i) a Force Majeure event, (ii) failure of the CLIENT's computer systems or networks, (iii) any breach by the CLIENT of these Terms, or (iv) any scheduled maintenance, shall not be considered as a non-compliance by GROWTH TRIBE.
- d. From time-to-time GROWTH TRIBE reserves the right to engage Affiliates or third parties to carry out (part of) the Support, LIVE TRAINING or other services, such as at the discretion of GROWTH TRIBE. In this respect, the applicability of articles 7:404, 7:407 paragraph 2, and 7:409 Dutch Civil Code is expressly excluded.

8. Limitation of liabilities

- a. The total liability of GROWTH TRIBE is limited to compensation for direct damages and shall not exceed the sum of the total fees (ex VAT) received from the CLIENT in the last six (6) months prior to the occurrence of the damages. The liability of GROWTH TRIBE is ultimately limited to the actual amount paid out by the liability insurance as a result of the claim in question.
- b. GROWTH TRIBE's liability for indirect loss or damage in connection with the use of the HUB and materials or software of third parties, is excluded as covered under Dutch law.
- c. The exclusions and restrictions referred to in clause 8.a and 8.b will not apply if and in so far as the damage or loss are the result of an intentional act or gross recklessness by GROWTH TRIBE.
- d. Where performance by GROWTH TRIBE is not permanently impossible, the CLIENT agrees to give GROWTH TRIBE a reasonable term of at least thirty (30) days to remedy the default. The notice of default must contain a comprehensive and detailed description of the breach, in order to ensure that GROWTH TRIBE has the opportunity to respond adequately.
- e. The CLIENT shall indemnify GROWTH TRIBE from and against all claims, damages, losses and costs (including legal (attorney) costs) of third parties arising from or in any way related to the CLIENT's- or any of its authorised PARTICIPANTS- violation of these Terms and/or improper use of the HUB.
- f. GROWTH TRIBE is not obliged to meet any obligation pursuant to these Terms if GROWTH TRIBE is prevented from doing so as a result of Force Majeure. GROWTH TRIBE shall never be liable for any damages and costs incurred by the CLIENT or any third party which are the result of Force Majeure. Force Majeure means an event, or a series of related events, that is outside the reasonable control of GROWTH TRIBE, including but not limited to, (i) failures of the Internet or any public telecommunications- or computer network, (ii) hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, (iii) power / electricity failures, industrial disputes affecting any third party, (iv) governmental measures, boycotts or changes in the law, (v) war, disasters, explosions, fires, floods, riots, pandemics and/or terrorist attacks.

9. Privacy and Data Protection

- a. For the purpose of maintaining the HUB and providing LIVE TRAINING, support or additional services, GROWTH TRIBE may have access to personal data -within the meaning of the GDPR- of the CLIENT and PARTICIPANTS. Where GROWTH TRIBE and the CLIENT both decide on the goals and the means of the processing of the personal data of the PARTICIPANTS, GROWTH TRIBE and the CLIENT both qualify as a 'controller' within the meaning of the GDPR.
- b. Both parties agree that they will process the personal data according to the GDPR. Please refer to GROWTH TRIBE's privacy statement [here](#) for a full description of the processing of personal data by GROWTH TRIBE.
- c. The CLIENT is responsible to ask permission to the PARTICIPANTS for providing the personal data to GROWTH TRIBE. The CLIENT will also inform the PARTICIPANT about the Privacy Statement of GROWTH TRIBE.

10. Confidentiality and Non-Disclosure

- a. The CLIENT and GROWTH TRIBE each own valuable trade secrets, and other confidential information. Confidential Information means any and all information, materials or data (in writing, orally or electronically) relating directly or indirectly to GROWTH TRIBE and/or the HUB, including without limitation to the information shared in the class by the trainers and other students, reports, analyses, forecasts, methods, methodologies, designs, drawings, Intellectual Property, algorithms, software, codes (including source codes), computer programs, offers, presentations including powerpoint slides, technical or business information, business plans, marketing and sales plans, actual and new business ideas, CLIENT information, processes, formulas or specifications, and/or any other information that is marked "confidential", "secret" or similar designation which indicates the confidential nature thereof.
- b. The CLIENT and GROWTH TRIBE agree that they will not, at any time during or after the term of this Agreement, disclose any Confidential Information to any person or entity.
- c. This provision does not apply to Confidential Information that is:
 - i. In the public domain through no fault of the receiving party,
 - ii. Is disclosed to others without similar restrictions, or
 - iii. Was already known by the receiving party.

11. Applicable Law

- a. These Terms shall be exclusively governed by the laws of The Netherlands.
- b. Any disputes that may arise between GROWTH TRIBE and the CLIENT arising from or in connection with these Terms, and cannot be settled amicably, shall be exclusively brought before the competent court of Amsterdam, The Netherlands.