

Participant Terms

Growth Tribe (31.8.2023)

1. General

- a. These terms apply to all users of the GROWTH TRIBE LEARNING HUB ("the HUB"), referred to as PARTICIPANTS.
- b. By accessing your account on the HUB, the PARTICIPANT accepts these terms and conditions.
- c. If the PARTICIPANT is considered to be a consumer under Dutch law, then the NRTD (Dutch Council for Training and Education) General Terms and Conditions for Consumers apply in addition to these terms and conditions. The NRTD Terms can be found [here](#).
- d. 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 version of these Terms on our website.

2. Confidentiality and data protection

- a. PARTICIPANTS must respect the confidentiality of any information shared in the HUB and community, whether that information has been presented by a subject matter expert, peer, or any other PARTICIPANT. GROWTH TRIBE and its subject matter experts will keep all personal information shared on the HUB confidential.
- b. GROWTH TRIBE takes its responsibility for processing PARTICIPANTS data very seriously. Please refer to our privacy statement [here](#) for a full description of the processing of personal data by Growth Tribe.
- c. The PARTICIPANT acknowledges and accepts that anonymised analytics data regarding the use of our HUB may be shared with and analysed by GROWTH TRIBE employees for service improvement.

3. Access to Growth Tribe Learning Hub

- a. GROWTH TRIBE provides all of our PARTICIPANTS with login credentials for the HUB. You are responsible for all activity on your account.
- b. Access to the HUB is strictly personal; you may not share your log-in details.
- c. If any suspicious activity is found on your account, we have the right to deny you further access and delete your account without liability.
- d. PARTICIPANTS are encouraged to complete each course you enrol in. GROWTH TRIBE may unenroll you if you do not (sufficiently) engage with the course content for a certain period of time.
- e. GROWTH TRIBE has the right to deny or remove PARTICIPANTS from the HUB if you, or the company you work for, offer services that overlap with GROWTH TRIBE's services.

4. Intellectual property rights

- a. GROWTH TRIBE is and will remain the owner of any and all intellectual property rights relating to the HUB, course materials, and our brand.
- b. Course materials may not be shared in any way. We reserve the right to deny anyone breaking this condition further access to the course and/or the HUB. It is strictly forbidden to use any of our content (slides, reading lists, exercises) for commercial training/ services/workshops.

5. Limited liability

- a. GROWTH TRIBE is a training company.
- b. GROWTH TRIBE shall not be liable for any damages caused by a PARTICIPANT.
- c. GROWTH TRIBE's total liability is limited to compensation for direct damages and shall not exceed the sum of the total fees (excl. VAT) received from the client in the six (6) months prior to the occurrence of the damages. GROWTH TRIBE's liability is ultimately limited to the actual amount paid out by the liability insurance as a result of the claim in question.
- d. The exclusions and restrictions referred to above will not apply if and insofar as the damage or loss are the result of an intentional act of gross recklessness by GROWTH TRIBE.