

# Terms & Conditions

## 1. Applicability

1.1. These terms and conditions apply to all product licences & services rendered by Growth Tribe B.V. and its affiliates. The [NRTO General Terms & Conditions](#) will apply to product licences & services rendered by Growth Tribe to consumers (in case of conflict, NRTO terms and conditions for consumers will have priority over these terms and conditions).

1.2. By registering for any of our courses you accept these terms and conditions. You can find the terms and conditions on our website. If you would like to receive a copy of these for your records, please [contact support](#) and we will send it to you.

1.3. We may update these terms and conditions from time to time. Please check our website for the latest version of the terms that apply.

1.4. Growth Tribe may provide access to third-party services for the purpose of the course. The use of these tools is subject to the terms & conditions and the privacy policy of the relevant provider.

## 2. Booking & registration

2.1. On our website you find an overview of the courses we offer. By clicking on the course, we direct you to the registration page. All the details of the course, including dates and price, are stated on the course page.

2.2. Payment of the live course fee is due in order to secure registration, unless it was agreed otherwise with Growth Tribe.

2.3. Payment for on demand products is required in order to receive your licence to access the content.

## 3. Data protection

3.1. Growth Tribe will need from you:

3.1.1. names and e-mail addresses, telephone number, (company data); (for the course and for access to the online learning environment).

3.2. Growth Tribe will store this information safely in its own systems, using the same standard of care applied to its own sensitive data.

3.3. The information will be deleted as soon as it is no longer necessary for the purpose of preparing, giving and invoicing the course and/or giving access to the online learning environment and the community.

3.4. Growth Tribe is compliant with the General Data Protection Regulation (GDPR).

## 4. Confidentiality

4.1. Please respect the confidentiality of any information shared in class, whether by the trainers, any of the participants of the live course or members of our online community. Growth Tribe and its trainers will keep confidential any confidential information shared by the participants in class.

## **5. Access to online learning environment**

5.1. We provide all of our customers login credentials for our Online Learning Environment (the “OLE”).

5.2. Access to the online learning environment is strictly personal and you may not share your log-in details. If any suspicious activity is found in your account, we reserve the right to revoke your licence and delete your account (without any liability).

5.3. You may share content within your organisation, subject to our fair use policy. You may not use any content to offer services that overlap with Growth Tribe’s services.

5.4. We don’t train companies who offer licenced products or services that overlap with ours. We have the right to deny or remove you from the course and/or the OLE if you or your employer offer licensed products or services that overlap with Growth Tribes services.

## **6. Sharing Growth Tribe Content**

6.1. You are welcome to use all of our images and text in our blog / website, as long as you mention the source and include a “dofollow” link to the original. For the avoidance of doubt, you are not welcome to share any of the information provided to you in the course materials as long as they have not been publicly shared by Growth Tribe in our blog / website.

## **7. Intellectual property rights**

7.1. Growth Tribe shall always remain the sole owner of any and all intellectual property rights relating to the course materials and its brand. These materials may also not be shared in any way. If any course content would be shared, we may deny you further access to the course and/or the online learning environment. It is strictly forbidden to use any of our content (slides, reading list, exercises) for commercial growth hacking training/services/workshops.

7.2. If you violate any of the above, you will pay us a penalty of €20.000 per violation, plus an additional €2.500 for each day that the violation continues. This penalty shall apply in addition to a claim for damages and may not be mitigated by a court.

7.3. Intellectual property rights shall mean any and all intellectual property rights, including without limitation course material, know-how, processes, designs, logo, software, source code and branding

## **8. Rights regarding on demand licenced products**

8.1. Purchase of an on demand course gives you a licence from Growth Tribe to access the content via our OLE.

8.2. This licence is generally a lifetime access licence to the purchased content.

8.3. These rights are in the form of a limited, non-exclusive and non-transferable licence from Growth Tribe to access and view the course content for which you have fully paid.

8.4. Growth Tribe reserves the right to revoke any licence to access and use any content at any point in time in the event where we decide or are obligated to disable access to the content due to legal, policy or operational reasons.

## **9. Cancellation policy for on demand courses**

9.1. No (full or partial) refunds will be given for any cancellations made by you.

9.2. If you are considered to be a consumer (e.g. not registering for the course as a business or as an employee of a company), Dutch consumer law and the NRTO terms and conditions for consumers applies to you,

9.2.1. which means you have a statutory term of 14 days to cancel your booking without charge and after that you can find the conditions for cancelling in clause 5 of the NRTO Terms and conditions for consumers. The above mentioned statutory term starts from the date of the online booking.

9.2.2. You have a statutory right to early termination which for the benefit of clarity Growth Tribe consider to be up to 20% completion of the course.

## **10. Cancellation and no show policy for live courses**

10.1. If you can't join the live course you have booked and you give us at least two weeks' notice, you can change your booking to a live course starting on a later date. Please note that deferment is only possible for a maximum of one year.

10.2. No (partial) refunds will be given for any cancellations made by you.

10.3. In the unlikely event Growth Tribe has to cancel the course you booked, we will inform you in due course and you may attend the next course that fits your schedule. If for some reason you cannot follow another course, we will reimburse you the amount paid for the course booked. Growth Tribe will pay this refund within 30 days of a refund request.

10.4. If you follow a long-term program and you cannot start the program or you need to withdraw from the program due to special reasons (i.e. extreme personal health condition or an unavoidable situation such as relatives pass away, need to take care kids at home due to covid) within the first 3 weeks, please let us know as soon as possible. In this case we can arrange a transfer to the next available program for you. Please note that deferment is only possible for a maximum of one year. If, in such case, you choose not to follow another program at Growth Tribe, you will receive a refund for the remainder of the program.

10.5. If you are considered to be a consumer (e.g. not registering for the course as a business or as an employee of a company), Dutch consumer law and the NRTO terms and conditions for consumers applies to you, which means you have a statutory term of 14 days to cancel your booking without charge (This term starts from the date of the online booking) and after that you can still cancel the agreement, but you are obliged to pay a reasonable price, which is the following:

10.5.1. In the event of a cancellation until 2 months prior to commencement: 10% of the agreed price after deduction of the study material not yet received.

10.5.2. In the event of a cancellation between 2 months and 1 month prior to commencement: 20% of the agreed price after deduction of the study material not yet received.

10.5.3. In the event of a cancellation between 1 month and 2 weeks prior to commencement: 30% of the agreed price after deduction of the study material not yet received

10.5.4. In the event of a cancellation less than 2 weeks prior to commencement: 50% of the agreed price after deduction of the study material not yet received.

10.5.5. In the event that the course has already started, early termination is possible, 50% (as start-up costs) of the agreed price, after deduction of study materials not yet received. For clarity, Growth Tribe considers early termination to be up to 20% completion of the course.

## **11. Limited liability**

11.1. Growth Tribe is a training company part of Beeckestijn Business School.

11.2. It shall not be liable for any damages caused by a participant.

11.3. This article shall not apply in cases of willful intent or gross negligence of Growth Tribe or any of its directors.

11.4. If Growth Tribe is liable, its liability is capped at:

11.4.1. The amount paid out by its liability insurance (to be increased with the deductible (eigen risico) to be paid by Growth Tribe); or

11.4.2. If the insurance company does not pay out, the amount of the invoice for the relevant courses.

## **12. Invoicing and payment**

12.1. Prices exclude VAT, unless indicated otherwise.

12.2. The customer shall make payment within the terms stated on the invoice, unless agreed otherwise.

12.3. Statutory interest (*wettelijke handelsrente*) shall apply in case of late payment.

12.4. Suspension or set-off is not allowed (also not in case of a dispute).

12.5. Failure to pay your invoice within the agreed term will also result in the following:

12.5.1. Access to course material and content being withdrawn.

12.5.2. Ejection from an ongoing live course.

12.5.3. Certification from course completion can be withdrawn or revoked.

12.6. Your case may be handed over to a collection agency where additional collection fees may be charged and legal proceedings may follow.

## **13. Force Majeure**

13.1. In the event of a force majeure situation (*overmacht*), within the meaning of article 6:75 of the Dutch Civil Code (*Burgerlijk Wetboek*), Growth Tribe has the right to suspend their obligations from our contract with you or to terminate our contract with you with immediate effect, without being liable for compensation. This is mutual, so you can also suspend your obligations or terminate your contract with Growth Tribe in the event of force majeure. We will both do our best to resolve the force majeure situation as quickly as possible.

## **14. Complaints**

14.1. In case you have a complaint about our course or a trainer, you can submit a complaint according to our complaints procedure. Our complaints procedure can be found [here](#).

14.2. If you are considered to be a consumer, you will find the complaints procedure in clause 15 of the NTRO Terms and conditions for consumers.

**15. Applicable law and court**

15.1. Dutch law is applicable.

15.2. Any dispute shall be submitted to the competent court in Amsterdam, the Netherlands.