

General Terms and Conditions B2C

Academy to Innovate HR (AIHR) - Last updated 11 November 2024

These General Terms and Conditions for Consumers (“B2C Terms” and in this document referred to as “Terms”) constitute a binding agreement between you and AIHR. Please read these Terms carefully before using the AIHR Service (defined below).

Be aware: have you entered into a Contract with AIHR acting in the exercise of a business? In that case the [B2B Terms](#) apply.

#1. Definitions

Definitions. The capitalized terms used in the Terms shall have the meanings ascribed to them below.

- **Account:** the account created by or on behalf of the Member, that gives access to the AIHR Service.
- **AIHR, we** or **us:** Analytics in HR B.V., also known as Academy to Innovate HR, registered at the Dutch Chamber of Commerce under number 66776163 and its affiliates.
- **AIHR Content:** all contents of AIHR, provided through the AIHR Service or otherwise, including designs, texts, graphics, images, videos, information, logos, button icons, software, audio files, computer code, source code, and other content.
- **AIHR Service:** A digital membership service that provides access to the gated content on the AIHR academy application, which can be accessed via (<https://aihr.com> and all subdomains) and includes various online services upskilling and improving HR personnel.
- **Business Day:** means Monday through Friday between 9.00 AM and 6.00 PM CET, except for Dutch public holidays.
- **Client or you:** you, the natural person acting as a consumer and not in the exercise of a profession or business, who enters into a Contract with AIHR for the provision of Services, also acting herein as the Member.
- **Community Platform:** the online platform within the AIHR Service that allows members to ask questions, interact with other HR professionals, and share experiences and best practices.
- **Contract:** the sum of all contracts and agreements between you and AIHR, including the agreed Quote, these Terms and any other contracts and appendices in writing.
- **GDPR:** the General Data Protection Regulation, Regulation 2016/679 concerning the protection of individuals concerning the processing of personal data and the free movement of such data.
- **Intellectual Property Rights (IP-rights):** all intellectual property rights, interest, and ownership (including, but not limited) to all patents, design rights, trademarks, service marks, utility marks, domain names, trade and business names, copyrights, database rights, inventions, trade secrets, neighboring rights, and rights to know-how (whether registered or unregistered), which may exist anywhere in the world.
- **License:** the right of a Client to act as a Member and to use the AIHR Service and/or access the AIHR Content, as specified in the Contract.
- **Quote:** the offer of AIHR in writing (via an ‘order confirmation’, web form, or otherwise) including the prices and terms and the offered Services.
- **Member:** you, the Client, who is an individual user of the AIHR Service, based on a License.
- **Party or Parties:** AIHR and you apart or collectively.
- **Services:** the services provided by or on behalf of AIHR, including the AIHR Service and advisory services or otherwise.
- **Sub-processor:** the party that processes personal data on behalf of AIHR.

- **Support:** providing verbal (telephone) and written advice regarding the use and operation of the AIHR Service including complaints, questions and/or comments regarding the AIHR Service, in English.

Use of the AIHR Service. Your use of the AIHR Service signifies your agreement to be bound by these Terms each time you access the AIHR Service. If you do not agree to any of these Terms, do not use the AIHR Service. If you are under 18 years of age, you represent and agree that you possess the legal consent of your parent or guardian to access and use the AIHR Service.

Revisions to Terms. We reserve the right, at our sole discretion, to revise the Contract, including these Terms, at any time, in whole or in part, by posting an updated version. Changes to these Terms will be effective when posted. You agree to visit [this page](#) periodically to review the most current Terms and your continued use of the AIHR Service, or any part thereof after any changes to these Terms are posted constitutes your binding acceptance of these Terms. If you object to any changes to these Terms, your sole recourse will be to stop using the AIHR Service. If an amendment negatively influences your position, you may object to this in writing, stating the reasons. In the event of an objection, AIHR may reconsider the amendment and decide to withdraw it in whole or in part. If AIHR decides to implement the amendment despite your objection, you have the right to terminate the Contract at the latest on the date upon which the amendment comes into effect with due observance of a notice period of one month.

International Users. The AIHR Service is operated from the Netherlands but may be accessed in other parts of the world. If you are located outside of the Netherlands and you access or use the AIHR Service, you acknowledge, understand, and agree that you are doing so on your own initiative and at your own risk and that it is your responsibility (and not ours) to make sure that your use of the AIHR Service complies with all applicable local laws in the jurisdiction from where you access or use the AIHR Service. AIHR uses Sub-processors that are located in other parts of the world. The Sub-processors are essential for the services of AIHR. More information about Sub-processors outside the European Economic Area can be found in our Privacy Statement, which is linked below.

Applicability. These Terms apply to the Contract and all Services and agreements with us, unless and insofar as not expressly otherwise agreed in writing. Varying provisions and any standard terms and conditions of the Client apply only if and to the extent that they have been accepted by us explicitly and in writing and only for the terms for which they have been accepted. Should one or more of the provisions of the Terms at any time become partially or wholly invalid or unenforceable, the remainder of the provisions shall remain in full effect. In case of invalid or unenforceable provisions, AIHR and the Client shall enter consultations with the aim of agreeing an alternative valid and enforceable provision, whereby the scope of the Terms is maintained.

Member terms of use. You are responsible for the activities through your Account. You warrant that you will read and comply with the Member Terms of Use, which are linked below.

Readiness. Members should have suitable hardware and an internet connection and make sure this is

suitable for using the Services.

#2. The AIHR Service

Subscription. The AIHR Service constitutes a subscription for the duration as specified in the Contract, or if not specified therein, for the duration of twelve (12) months. Each subscription will automatically renew for the duration of one month, if not canceled at least 5 Business Days before the expiration date of the term.

License. The License will be valid from the day access to the AIHR Service has been granted by means of creating an Account by AIHR. Each License grants the Member to use (parts of) the AIHR Service according to the description in the Contract and these Terms. The AIHR Service consists of an online learning platform with a Community Platform, classes, courses, certificate and certification programs, education programs, and events (collectively, “**Courses**”, Individually, “**Course**”). These Courses may be made available for an annual, quarterly, or monthly fee, or subscription, at AIHR’s sole discretion. Together with our members, thought leaders, and seasoned practitioners (collectively “**Instructors**”), AIHR offers a robust curriculum focused on the development of digital, analytical, and other technical and non-technical skills in Human Resources Management (HRM) to improve current HRM practices and create successful companies. The AIHR Service also provides an online platform to enable you to view information online (in the form of posts, videos, lessons, reading material, and other media forms) and through other connected devices.

Sign Up for a Course. You may sign up for a Course using the AIHR Service. We cannot promise a 100% uptime of our websites and availability of the Course.

Third-Party Services. The AIHR Service may link to third-party websites to facilitate its provision of services to you. If you use these links, you will leave the AIHR Service. Some of these third-party websites may use AIHR Content under license from AIHR. AIHR is not responsible for these third-party websites, whether or not AIHR is affiliated with such third-party websites. Through our use, we do not endorse the organizations sponsoring such third-party websites or their products or services. You agree that AIHR is not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings you may have on or through a third-party website or as a result of the presence of any third-party advertising on the AIHR Service.

Social Sign-On. The AIHR Service may allow the user to register and log in using sign-on functionality provided by social networks, such as Google, Facebook, LinkedIn and with Apple ID. You agree to abide by the social networks’ terms and conditions applicable to you.

Support periods. Support takes place during Business Days. Any (delivery) period or agreed dates are indicative and do not constitute a deadline.

#3. Financial Matters

Individually Purchased Courses. You can subscribe to one or more Courses. AIHR may charge you fees to enroll in a Course, at its discretion. The amount of any fees may be revised by AIHR from time to time and vary from course to course and topic to topic.

You Agree To Pay Us For Your Purchases. You agree to pay for all products and services that you purchase through the AIHR Service, and you agree that we may charge your selected payment method, either directly or through the services of a third-party payment processor, for any such payments. Only those payment methods accepted by our third-party payment processor can be used to purchase products, goods, or services through the AIHR Service. Be aware that we will charge your credit card for any renewals, as agreed upon within the Contract.

Third-Party Payment Processors. AIHR currently uses third-party payment processors for electronic commerce. Our third-party payment processors accept payments through the methods detailed on the applicable payment screen, which may include various credit cards, Google Pay, and PayPal. Information that you supply to our payment processors is subject to each of our third-party payment processors' own privacy policies and terms and conditions. Third-party payment processors may charge a fee to process payments if legally permitted and AIHR is not responsible for any fees charged by them. AIHR disclaims all liability with regards to any fees or problems you may have with third-party payment processors.

Pre-Authorization. When you provide a credit card number to us to activate and/or pay for any fees related to AIHR, we, through our third-party payment processors, may seek pre-authorization of your credit card account prior to a purchase to verify the credit card is valid and/or has the necessary funds or credit available to cover your purchase. These pre-authorizations will reduce your available balance by the authorization amount until it is released or reconciled with the actual charge. Please contact your card issuer if you have additional questions regarding when an authorization amount will be removed from your statement.

Timing of Charges. Charges occur within a reasonable time of the transaction or shortly thereafter, and multiple charges during the same period may be aggregated together. In case of a subscription we can charge the fees monthly, quarterly or yearly, as specified in the Contract. Subscription fees will be charged upfront.

Disputed Charges. You agree to submit any disputes regarding any charge to your account in writing to AIHR within thirty (30) days of such charge. You may dispute a charge by sending an email to us at support@aihr.com, specifying the topic in the subject line.

Refunds. Any agreed refund will only apply insofar as you did not yet use the Services.

- For any individually purchased Courses, you have a statutory term of 14 days to cancel your booking without charge. This term starts from the date of the online booking.
- For consumer subscriptions, there is a 60-day money-back guarantee. In case of potential

misuse (e.g., an online course has been fully completed and a certificate has been claimed within these 60 days before the money back guarantee is claimed) AIHR reserves the right to deviate from this guarantee and return none, or only part of the original purchase amount.

- If you cancel a booked *offline* event or course for a specific date, there will be no refund. If you don't show up (e.g., if you are ill), you will get access to the materials, but we cannot guarantee a seat on a next course. There shall be no refund.
- AIHR will pay any refunds under this clause within 14 days of a refund request.

AIHR may modify its refund policy at any time with or without specific notice to you, provided, however, that the refund policy in effect at the time of any transaction shall apply to such purchase despite any subsequent change in such policy and without prejudice to any of your legal rights. Please contact support@aihr.com to request a refund.

Failure to pay. For any subscription, access will be granted after payment has been received by AIHR. For any Courses, failure to pay within 30 days after the first reminder will result in removal from the program until all the payments have been made. A failure to pay does not equal a cancellation. Failure to pay may also lead to the (temporarily) termination of the Licenses. Termination or suspension of the Services does not waive your responsibility to pay. If an invoice is not paid in full within sixty (30) days after the effective date of the first reminder, from the date the invoice is due and payable interest shall accrue on the unpaid amount at the rate of the statutory interest for commercial transactions. If you do not pay the invoice amount after a reminder or notice of default, AIHR has the right to hand over the claim and charge both the judicial and extra-judicial costs (including costs for legal support, lawyers, bailiffs and collection agencies) to you.

Taxes. "Taxes" include sales, use, value added, or transaction taxes and other government-imposed fees and charges. You are responsible for determining and paying the appropriate taxes resulting from a transaction occurring through the AIHR Service. AIHR is not responsible for collecting, reporting, paying, or remitting to you any such taxes, unless required by law.

Currency. We accept a variety of international currencies, including but not limited to U.S. Dollars, Canadian Dollars, Great Britain Pounds, and Euros, depending on where you are located. The currency required for settling transactions with us will be displayed when you check out. Your transaction may be subject to applicable currency conversion-related transaction fees and exchange rate changes.

Inflation adjustment. Any fees may be subject to an inflation adjustment in accordance with the Services Producer Price Index (SPPI); index 2015=100. AIHR has the right to adjust its prices on an annual basis. In the absence of an expressly agreed fixed price for a specified duration within the Contract, any adjusted fees shall take effect from the date of the subsequent invoice issued following such adjustment.

Legal authority. You agree that if you create an account and use the AIHR Service you have the necessary legal authority and capacity to do so.

Account creation. To use some parts of the AIHR Service, you must create an Account. You represent and warrant that the information you provide to AIHR upon registration and at all other times will be true, accurate, current, and complete. You also represent and warrant that you will ensure that this information is kept accurate and up-to-date at all times.

Your Login Credentials. You are responsible for maintaining the confidentiality of your login credentials and are fully responsible for all activities that occur through the use of your credentials. You agree to notify us immediately if you believe the confidentiality of your login credentials has been compromised or if you suspect unauthorized use of your account. You agree that we will not be liable for any loss or damage arising from unauthorized use of your credentials.

#4. Communications

Communications. If you have registered to use the AIHR Service or are registered for a Course, you agree to receive emails from us at the email address you provided to us for customer service related purposes, even if you have chosen to opt-out of marketing communications.

Electronic Notices. By using the AIHR Service or providing any personal information to AIHR, you agree that AIHR may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the AIHR Service. If AIHR learns of a security breach relating to your personal information that is required to be reported pursuant to applicable security breach notification laws, we may attempt to notify you electronically by posting a notice on the AIHR Service or by sending an email directly to you.

#5. AIHR's Content Ownership and Use

AIHR IP-Rights. The Intellectual Property Rights on all information, data, Services, products, or any other materials supplied by AIHR, provided, developed, or made available under the Contract rest with AIHR or its licensors. You agree that AIHR retains all right, title, and interest (e.g. all Intellectual Property Rights) in and to the Services and all related and underlying technology and documentation, derivative works, modifications or enhancements to the foregoing and the AIHR Service overall.

License to You. Subject to these Terms and under the condition that any fees due have been paid, we hereby grant you the limited, revocable, non-exclusive, non-transferable, non-assignable, worldwide license to access and use the AIHR Service and the AIHR Content and therefore act as a Member, solely for the use of Services as described in the Contract, at our discretion. Any other use is expressly prohibited. Unauthorized use of the AIHR Service or AIHR Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original AIHR Content on any copy you make of the AIHR Content in accordance with these Terms. You shall not alter, edit or adapt the AIHR Service and its source code, including not (attempt to) decompile, de-obfuscate or reverse engineer it.

Permitted use. No AIHR Content or other material made available on or through the AIHR Service may be used in a way that is infringing our Intellectual Property Rights, for example be copied, modified, reproduced, duplicated, republished, uploaded, posted, transmitted, sold, transferred, publicly displayed, distributed, or used to create derivative works, in any way, without written permission of the copyright owner, unless such content is specifically made available for and authorized to be downloaded from the AIHR Service, in which case you are authorized to download a single copy of such materials for your own use. For example, certain Course materials may be made available as unprotected PDF files that can be downloaded by registered Course participants and/or other users of the AIHR Service. Materials not made available for download may not be downloaded or copied without prior written permission.

Content of others. Modification of materials obtained from the AIHR Service, including, but not limited to, content of others, for any other purpose, including, without limitation, any commercial purpose, is a violation of the copyrights and other proprietary rights of AIHR or its licensors, unless you have obtained express written authorization to the contrary.

No Commercial Use. No materials obtained from the AIHR Service, even if authorized for download from the AIHR Service, may be redistributed, nor may they be used for any commercial purpose, without AIHR's prior written permission.

Additional Licenses. Certain materials made available for download from or through the AIHR Service may be subject to additional or different license terms and conditions, such as terms and conditions set forth in a Creative Commons license. Any such terms and conditions shall be identified in advance for such materials, and by downloading any materials governed by any other license terms and conditions, you hereby agree to be bound by and comply with such terms and conditions.

No Implied Rights. There are no implied licenses granted in these Terms.

AIHR Marks. AIHR, the AIHR logo, and other AIHR logos and product and service names are or may be trademarks or other copyrights of AIHR. Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display or use in any manner these AIHR marks.

Confidential Information. You shall keep Confidential Information strictly confidential and shall only use it to the extent necessary for the execution of the Contract.

#6. Your User Content and Our License to Use

Your User Content. The AIHR Service may provide you with the ability to create, post, or share content, including messages in chat rooms or comments in the community or on blog posts, as well as learner work ("Your Content"). You or a third-party licensor, as appropriate, retain all intellectual

property rights to Your Content. You are responsible for protecting those rights.

AIHR's Use of Your Content. By creating, posting, or sharing Your Content, on or through the AIHR Service, and subject to AIHR's Privacy Statement, and except as otherwise expressly stated, you grant AIHR an irrevocable, perpetual, transferrable, unconditional, unrestricted, sublicensable, worldwide, non-exclusive, royalty-free license to copy, use, reproduce, modify, remove, publish, upload, distribute, transmit, publicly display and create derivative works from Your Content for any purpose without compensation to you or anyone related to you, including for the purpose of promoting AIHR and our services. You waive any rights you may have regarding Your Content being altered or manipulated in any way that may be objectionable to you. We reserve the right to refuse to accept, post, display, or transmit any of Your Content at our sole discretion. Upon your request, AIHR will discontinue this licensed use within a commercially reasonable period after Your Content is removed from the AIHR Service.

Non-Acquirement of Others' Content. You understand and agree that you will not obtain, through use of the AIHR Service, any right, title, or interest (including intellectual property rights) in the content delivered via the AIHR Service.

You Must Have Rights Over the Content You Post. You represent and warrant that: (i) you own the content posted by you on or through the AIHR Service or otherwise have the right to grant the license set forth in these Terms; (ii) the posting and use of Your Content on or through the AIHR Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Your Content on the AIHR Service does not result in a breach of contract between you and a third party. You agree to pay all fees owed to any person or corporation as a result of posting Your Content on the AIHR Service. You also acknowledge and agree that Your Content is non-confidential and non-proprietary.

The AIHR Service contains content from users and other AIHR licensors. Except as provided within these Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the AIHR Service.

Learners for Duke Corporate Education. Any members who purchase the *HR Leadership 4.0: Shaping the Future of HR* program that AIHR offers in collaboration with Duke Corporate Education, also understand and agree with the additional Duke Corporate Education Content Terms of Use which can be found [here](#).

#7. Suggestions and Submissions

We appreciate hearing from our users and welcome your comments regarding the AIHR Service. Please be advised, however, that if you submit to be published creative ideas, suggestions, inventions, or materials, including blog posts and learning material appropriated for the online learning platforms, we shall:

1. Own, exclusively, all now known or later discovered rights thereto;
2. Not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure; and
3. Be entitled to unrestricted use of thereof for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person, unless explicitly agreed upon otherwise.

#8. Content Disclaimers, Limitations, and Prohibitions

We do not represent or guarantee the truthfulness, accuracy, or reliability of content, posted by members of the AIHR Service. You accept that any reliance on material posted by other members or third-party service providers will be at your own risk. By using the AIHR Service you accept the risk that you might be exposed to content that is objectionable or otherwise inappropriate. You acknowledge that complex software (and learning material for that matter) is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms, AIHR gives no warranty or representation that the AIHR Service will be wholly free from defects, errors and bugs.

You expressly acknowledge and agree that you are solely responsible for Your content on the AIHR Service. AIHR does not endorse, nor is it responsible for, Your content on the AIHR Service. You assume all risks associated with Your content, including anyone's reliance on its quality, accuracy, or reliability, and you agree that you are solely responsible for any consequences that may arise from the posting of Your content through the AIHR Service. You may expose yourself to liability if, for example, Your content contains material that is false, intentionally misleading, or defamatory; violates third-party rights; or contains material that is unlawful or advocates the violation of any law or regulation.

You agree to use the AIHR Service only for its intended purpose. You must use the AIHR Service in compliance with all privacy, data protection, Intellectual Property, and other applicable laws. The following uses of the AIHR Service are prohibited. You may not:

1. Attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the AIHR Service, user accounts, or the technology and equipment supporting the AIHR Service;
2. Frame or link to the AIHR Service without permission;
3. Use data mining, robots, or other data gathering devices on or through the AIHR Service;
4. Post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
5. Disclose personal information about another person or post any content that is unlawful, pornographic, obscene, defamatory, libelous, threatening, discriminatory, harassing, bullying, vulgar, indecent, profane, hateful, racially, culturally or ethnically offensive, or that encourages criminal conduct or that gives rise, or potentially gives rise to civil or criminal liability or that violates any applicable law;
6. Sell, transfer, or assign any of your rights to use the AIHR Service to a third party without our

- express written consent;
7. Re-create parts of the AIHR commercial offering (specifically the academy) for free or commercial use.
 8. Post advertising or marketing links or content, except as specifically allowed by these Terms;
 9. Without our consent use the AIHR Service after your account has been terminated;
 10. Use the AIHR Service in an illegal way or to commit an illegal act in relation to the AIHR Service or that otherwise results in fines, penalties, and other liability to AIHR or others; or
 11. Access the AIHR Service from a jurisdiction where it is illegal or unauthorized.

#9. Consequences of Violating These Terms

We reserve the right to suspend or terminate your Account and prevent access to the AIHR Service. We reserve the right to refuse to provide the AIHR Service to you in the future.

AIHR may review and remove any of Your Content at any time if it infringes rights of us or others, including for any activity which, in its sole judgment: violates these Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of users of the AIHR Service.

You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the AIHR Service.

#10. AIHR's Liability

Changes to the AIHR Service. We may change, suspend or discontinue any aspect of the AIHR Service at any time, at our sole discretion, including hours of operation or availability of the AIHR Service or any feature, without notice or liability. If any change severely and negatively impacts the Service as a whole, you have the right to terminate the Contract no later than the effective date of the amendment, subject to a one-month notice period.

User Disputes. We are not responsible for any disputes or disagreements between you and any third party you interact with using the AIHR Service. You assume all risks associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release AIHR of all claims, demands, and damages in disputes among users of the AIHR Service. You also agree not to involve us in such disputes. Use caution and common sense when using the AIHR Service.

Content Accuracy. While we strive to ensure the content provided through the AIHR Service is accurate, reliable, and up-to-date, we cannot guarantee its completeness or suitability for your specific use. The content is intended for informational and educational purposes only, and it is your responsibility to critically assess and verify its applicability to your situation. AIHR is not liable for any inaccuracies, errors, or omissions in the AIHR Content. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through the AIHR Service. Use of third

party services through the AIHR Service is at your own risk.

Third-Party Websites. The AIHR Service may include links to third party websites and applications. You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them. We make no promises and disclaim all liability of specific results from the use of the AIHR Service.

A. DISCLAIMER OF WARRANTIES

Released Parties Defined. “Released Parties” includes AIHR and its affiliates, officers, employees, agents, service providers, partners, Instructors, and licensors. You expressly understand and agree that: (a) Your use of the AIHR Service is at your sole risk, and the AIHR Service is provided on an “as is” and “as available” basis and the Released Parties expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, warranties as to products or Services offered through the AIHR Service, implied warranties of merchantability, fitness for a particular purpose, and non-infringement; (b) the Released Parties make no warranty that (i) the Services will meet your requirements, (ii) the Services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, (iv) the quality of any goods or Services will meet your expectations, and (v) any errors in the AIHR Service will be corrected; and (vi) any material downloaded or otherwise obtained through the use of the AIHR Service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the download or use of any such material.

B. LIMITATION OF LIABILITY AND INDEMNIFICATION

You expressly understand and agree that the Released Parties shall not be liable to you or anyone else, under any theory of liability (whether in contract, tort, statutory or otherwise), for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if AIHR has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the AIHR Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services obtained or messages received or transactions entered into through, from, or as a result of the AIHR Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any user or third party on the AIHR Service; (v) your reliance on content made available by us; or (vi) any other matter relating to the Services. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations in this paragraph may not apply to you.

To the fullest extent permitted by applicable law, our maximum liability arising out of or in connection with the Services or your use of AIHR Content, regardless of the cause of action (whether in contract, tort, breach of warranty, or otherwise), will not exceed what we can recover under insurance, or in the absence of cover under insurance to € 10,000.00 (ten thousand euros).

Indemnification. You agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, losses, costs, expenses, fees, actions, or demands, including, without limitation, reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any AIHR Content, (iii) any of Your content, (iv) your violation of any person's Intellectual Property, privacy, publicity or other right, (v) the violation of any applicable laws and/or these Terms by You and/or anyone using your login credentials to access and otherwise use the AIHR Service (in whole or in part), (vi) the breach of any of Your warranties, representations, responsibilities or other obligations set forth in the Contract, or (vii) the willful misconduct of You or anyone accessing the AIHR Service using your login credentials. We shall provide notice to you promptly of any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event you will cooperate with us in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of your use of the AIHR service.

#11. Miscellaneous

Prevailing terms. The Contract can consist of any of the following documents:

1. Any written agreement between Parties
2. The approved offer
3. AIHR B2C General Terms and Conditions (Terms)
4. The Self Service terms provided by AIHR in the check-out on the website

In the event of inconsistency, the abovementioned ranking applies. In so far as the various parts of the Contract do not contain inconsistencies, they are supplementary to each other.

These Terms (in combination with the Contract and any other agreements between You and AIHR) constitute the entire agreement between You and AIHR concerning your use of the Services. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Null and void. If any provision of the Contract is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.

Governing law. These Terms and the relationship between you and AIHR shall be governed by the laws of the Netherlands, unless due to international protection of consumers, the mandatory law of the country in which you reside provides otherwise.. You and AIHR agree to submit any disputes relating to your use of the AIHR Service for final and binding arbitration under the rules of the Netherlands Arbitration Institute (<https://www.nai-nl.org/en/>). Any such arbitration, to the extent

necessary, shall be conducted in Rotterdam, The Netherlands. The arbitration shall be conducted in the English language. Claims up to EUR 250,000 will be resolved by one arbitrator. Without prejudice to your legal right to take the matter to court instead. In the event of a dispute resolution, you will be granted a period of at least one month to choose the court with jurisdiction as determined by law.

Personnel. During the Contract and one year after its termination, you're not permitted to hire AIHR's employees or to have them work for AIHR, directly or indirectly, without AIHR's written permission.

Export. The use of Services may not result in exporting or re-exporting in violation of any applicable laws or regulations, therefore you represents that it is not (1) located in a country that is subject to a European embargo, and (2) listed on any European Union government list of prohibited or restricted Parties.

Assignment. AIHR has the right to transfer its rights and obligations under the Contract to a parent, sister, subsidiary or third party that takes over the Services or the relevant business activities from AIHR. AIHR shall inform you if such a transfer has taken place as soon as possible. You have the right to terminate the Contract from the effective date of the assignment.

Additional Documentation

Member terms of use

Click the link to access the [Member terms of use](#).

Privacy Statement

Click the link to access the AIHR [Privacy Statement](#).

Information Security

Click the link to access the AIHR [Information Security Statement](#).