

AIHR B2B Terms and Conditions

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

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#1. Definitions

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

- **Account:** the account created by or on behalf of the Client or Member, that gives access to the AIHR Service.
- **Affiliate:** any entity from time to time controlling, controlled by or under common control with either AIHR or Client, as applicable, whereby “control” shall mean direct or indirect ownership of: (a) fifty per cent or more of the share capital or voting interest in such company or other entity; or (b) fifty per cent or more of the interest in the profit or income in the case of a business entity other than a corporation; or (c) in the case of a partnership, any other comparable interest in the partnership.
- **AIHR:** Analytics in HR B.V., also known as Academy to Innovate HR, registered at the Dutch Chamber of Commerce under number 66776163.
- **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 which 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 helping HR personnel become better at what they do.
- **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 legal person/entity or natural person in the exercise of a profession or business, that enters into a Contract with AIHR for the provision of Services.
- **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 the Client and AIHR, including the agreed Quote, the Master Services Agreement (if applicable) and any annexes, Order Forms (if applicable), these General Terms and Conditions and any other contracts and appendices in writing.
- **GDPR:** the General Data Protection Regulation, Regulation 2016/679 concerning the protection of individuals with regard to the processing of personal data and concerning 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 assign the right to a predefined number of Member(s) to use the AIHR Service and/or access the AIHR Content, as specified in the Contract.
- **Master Services Agreement or MSA:** if applicable and signed by both Parties, this is the overall agreement that governs the relationship between AIHR and the Client, which forms part of the Contract.
- **Member:** the natural person employed by the Client who is an individual user of the AIHR Service, based on a License of the Client.
- **Order Form:** the agreed Quote or the specification of agreed Services attached to the MSA.
- **Party or Parties:** AIHR and Client or collectively.
- **Quote:** the offer of AIHR in writing (via an ‘order confirmation’, web form, or otherwise) including the prices and terms and the offered Services.
- **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, which AIHR processes on behalf of the Client.

- **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.
- **Terms:** These B2B General Terms and Conditions.

#2. Access and Support

Subscription. The AIHR Service constitutes a subscription for the duration as specified in the Contract. In case no duration was specified in the Order Form, the term of the subscription shall be twelve (12) months. Each subscription will automatically renew for the same term as the initial subscription term if not canceled at least 30 days before the expiration date of the term. In case of cancellation or termination, the subscription period will remain active until the expiration date. Upon the commencement of each renewal term, the number of Members purchased by the Client shall equal the number set out in the Contract plus any additional Members purchased during the subscription term.

License: The type of License and number of Members purchased is defined in the Contract. 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 Client the right to assign a Member the right to use (parts of) the AIHR Service according to the description in the Contract and these Terms.

Reassign Licenses. The Client has the right to reassign 10% of the Accounts annually to a different Member person. The Client undertakes that the maximum number of Members that have access to and use the AIHR Service shall not exceed the number of Members it has purchased.

Account creation. To use the AIHR Service, individual Members must have access to an Account. The Client shall provide AIHR with the information necessary (including Personal Data) to invite Members to the platform (i.e., the person's name and email address). Sending personal data for Account creation for Members, falls within the scope of the Client being controller and AIHR being the processor as referred to in the GDPR. AIHR is entitled to create and manage Accounts on behalf of Client upon request.

Client's responsibilities. The Client shall supervise its Members and control their access to the AIHR Service, including in case of ex-employment. The Client is responsible for the activities of the Members, as if these activities were directly those of the Client. Any act or omission of a Member, which would be a breach of these Terms shall be a breach by the Client of the Contract. The Client warrants that it will share the Member terms of use as specified in the [Member Terms](#) of Use with its Members. All Members need to comply with the Member Terms of Use.

Support periods. Support takes place during Business Days. Support outside Business Days can take place in consultation for an hourly rate, which must be agreed upon. Any (delivery) period or agreed dates are indicative and do not constitute a deadline.

Third parties. AIHR has the right to engage third parties to execute the Contract. Any third party that qualifies as a Sub-Processor, will fall under the provisions of the data processing agreement applicable between Parties.

Not exclusive. This Contract is not exclusive. The Client may purchase the same or similar services from other companies, AIHR may sell the same or similar Services to other clients.

Readiness. The Client provides its Members with suitable hardware and internet connection and makes sure this is suitable for using the Service.

#3. Fees, Invoicing, Payment, and Taxes

Prices and taxes. All prices are in Euros unless otherwise agreed and/or stated in the Quote. All prices exclude sales tax, use tax, withholding tax, VAT, or transaction taxes and other government-imposed fees and charges, where applicable. 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 (as well as any transaction fees), unless required by law. In the alternative, the Client may timely provide AIHR with the required documentation to exempt the Services from taxes or to evidence the Client's authority to remit the taxes directly.

Payment methods. Accepted payment methods include credit cards and direct bank transfers.

Third-Party Payment Processors. AIHR uses third-party payment processors. Information that you supply to our payment processors is not stored by AIHR or within the control of AIHR and 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 and AIHR is not responsible for any fees charged by them. AIHR disclaims all liability with regard to any fees or problems you may have with third-party payment processors. AIHR does not accept bank cheques.

Payment term. The payment term for the invoice is 30 days after the electronic invoice has been sent to the Client. The Client will be invoiced annually and needs to pay for the term upfront unless indicated otherwise in writing. In case self service is purchased through the AIHR Service, 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.

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.

Failure to pay. If the Client fails to pay within thirty (30) days of having received the reminder for the invoice, AIHR may suspend the Services. Failure to pay may also lead to the (temporarily) termination of the Licenses. Termination or suspension of the Services do not waive the Client's

responsibility to pay. If an invoice is not paid in full within sixty (60) days after the date of the invoice, from the date the invoice is due and payable interest shall accrue on the unpaid amount at the rate of the Dutch statutory interest for commercial transactions as published from time to time, without prior notice or notice of default being required. If the Client does 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 extrajudicial costs (including costs for legal support, lawyers, bailiffs and collection agencies) to the Client.

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, or your dispute will be waived and such charge will be final and not subject to challenge. You may dispute a charge by sending an email to us at accounts.receivable@aihr.com, specifying the topic in the subject line.

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. For avoidance of doubt, if a multi-year fixed fee has been agreed, no annual inflation adjustment shall apply during the fixed fee period.

#4. Modifications and Content Accuracy

Changes to the AIHR Service. We may from time to time update our courses or other aspects of the AIHR Service without notice or liability. Changes will only be made to provide a better AIHR Service for our customers. Major changes (i.e., changes that affect entire courses or certificate programs) that will tangibly impact the Member experience will be communicated at least ten (10) days prior to going into effect.

Content Accuracy. AIHR strives to provide accurate and science-based content. AIHR offers knowledge and best practices that should be interpreted based on the organizational and cultural context of the Client organization. We therefore never recommend Client organizations or Members to blindly adopt what is taught. For that reason, we make no representations about the accuracy, reliability, completeness, or timeliness of any contents of the AIHR Service. With greater knowledge comes greater power and responsibilities.

#5. Communication

Email communication. The Client agrees to receive communications from AIHR by email to the address associated with its administrator-Account or via the AIHR Service. The term “in writing” used throughout this Contract also includes communication by email or through messages via the AIHR Service, provided the identity of the sender and integrity of the content are sufficiently established. When you register Members to use the AIHR Service, you agree to them receiving emails from us at the email address you provided to us for customer service-related purposes

(including but not limited to the creation of their Account). Members can individually opt out of communications. You guarantee to inform your Members about communication to expect and their ability to opt-out and the consequences thereof.

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

#6. IP-Rights

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. The Client agrees 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 granted. Subject to these Terms and under the condition that any fees due have been paid, we grant your Members the limited, revocable, non-exclusive, non-transferable, non-assignable, worldwide license to access and use the AIHR Service solely for the use of Services as described in the Contract, at our discretion. Any use other than explicitly agreed upon in writing 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. No AIHR Content or other material made available on or through the AIHR Service may 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. The Client shall not alter, edit or adapt the AIHR Service and its source code, including not (attempt to) decompile, de-obfuscate or reverse engineer it.

Personalized materials. When materials or Services are developed specifically for the Client in connection with customized projects, the Client is provided, subject to compliance with its payment obligations under the Contract, a perpetual, non-exclusive, non-transferable and non-sub-licensable user right for the agreed purpose, unless otherwise agreed in writing. In the event of a violation of this provision, AIHR is entitled to revoke the user license regarding the materials. Client is not entitled to make changes to the software or materials provided by AIHR in connection with the Contract, nor is it entitled to a copy of any source code thereof. Amendments made to materials on behalf of the Client by AIHR shall under no circumstances lead to a joint work or derived work forms.

Permitted use. In case AIHR Content is specifically made available for and authorized to be downloaded from the AIHR Service, the Client and/or its Member is authorized to download a single copy of such materials for your own use.

Content of others. Modification of materials obtained from the AIHR Service, including, but not limited to, Members' content, 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.

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 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.

#7. Duration, Suspension, and Termination

Duration. The Contract shall commence on the start date as mentioned in the Order Form, the date of purchase via the website, or on the start date of the subscription period of the License, whichever occurs earlier. The duration of the Contract shall be at least equal to the duration of the Service.

License activation. The License will activate (meaning the License duration will commence) at the agreed commencement date, or as soon as the first Account is created (not being a demo-account), whichever occurs earlier, unless agreed to otherwise by Parties in writing.

No cancellation. AIHR does not offer the possibility to cancel the Contract or any of the individual Services specified in it, once it is agreed by the Client.

Suspension of Members. AIHR works to ensure a safe and inclusive Community Platform. AIHR has the right to suspend Accounts in case of misconduct. AIHR strives to give the Member a warning prior to suspension. In case of serious misconduct, AIHR has the right to immediately terminate the Account. In case of termination of an Account, the Client will be notified. The Client will not receive any refund for costs already paid, and any outstanding payments that are due must still be paid, even if the Contract or (parts of the) Services therein ends.

Termination for Cause. Neither Party is permitted to terminate the Contract prematurely, except for the situations described in the Contract. Either Party may terminate this Contract if:

- a. the other Party fails to cure any material breach of this Contract within thirty (30) days after written notice of such breach;

- b. ceases to do business in the ordinary course; or
- c. seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such Party (and not dismissed within sixty [60] days).

In addition, AIHR may suspend the Services:

- a. if the Client fails to pay the charges for the Services when due;
- b. if AIHR has reasonable grounds to believe that the Client has breached or is likely to breach any of its obligations in relation to the use of the Services.

Termination shall only be valid if and insofar the other Party is notified of the termination in writing.

No refund. If the Client or a Member wants to terminate the License during the Contract term, AIHR will not refund any payment for unused Services, unless agreed otherwise. If AIHR terminates a License for violation of these Terms or our policies, AIHR will not refund any amount paid for unused Services.

Consequences of termination. If the Contract is ended for any reason whatsoever, the Client will continue to owe the amounts already invoiced and there will be no obligations to undo. The Client can only end or dissolve the part of the Contract that has not yet been performed by AIHR. Upon termination of the Contract, all Licenses, Accounts and any other rights permitted within the Contract will terminate on the effective date of termination.

#8. Personal data

Processing of personal data. AIHR will act to protect any personal data shared from the Client with AIHR. AIHR requires limited personal data (name and email address) for the purpose of granting access to AIHR Services. Processing of personal data in the role of processor, will be covered within the data processing agreement, which is attached below.

Personal data assurances. AIHR ensures that the processed personal data is treated confidentially. AIHR (and its Sub-processors) has implemented appropriate technical and organizational measures to prevent that personal data is accidentally or unlawfully destroyed, lost or altered, disclosed, or made available without authorization or otherwise processed in violation of the GDPR. AIHR has data protection agreements in place with all Sub-Processors by which these Sub-processors are obliged to keep the same level of security.

Processing personal data outside the EEA. AIHR uses Sub-processors that are located in the United States. The Sub-processors used in the United States are essential for the Services of AIHR. These companies have implemented EU Standard Contractual Clauses.

(International) Members. AIHR is a company based in the Netherlands. AIHR complies with the privacy legislation in the EU, the GDPR. The Client or its Members, however, can be based and access the Services from outside the European Economic Area. In case Members are located outside the European Economic Area, there may be other (privacy) legislation applicable that

AIHR cannot take responsibility for. The Client has to make sure that the use of the AIHR Service complies with all applicable local laws in the jurisdiction from where the Member access the AIHR Service.

#9. Confidential Information

Confidential Information. Confidential Information includes all technical and non-technical information provided that is either: (a) designated as confidential by the disclosing party at the time of disclosure; or (b) should reasonably be considered confidential, given the nature of the information or the circumstances surrounding its disclosure, including Personal Data.

Disclosures. Parties shall keep Confidential Information strictly confidential and shall only use it to the extent necessary for the execution of the Contract. The receiving party ensures Confidential Information receives the same level of protection against unauthorized access or use as its own Confidential Information, and at least a reasonable level of protection. Parties also impose the obligations described in this article onto their employees and, if applicable, onto third parties to whom the Confidential Information has been provided.

Exclusions. Except for Confidential Information, the foregoing will not apply to any information that:

- a. is rightfully known by the receiving party prior to disclosure by the disclosing party;
- b. is or becomes generally accessible to the public for reasons other than disclosure by the receiving party in violation of the Contract;
- c. is rightfully obtained by the receiving party from a third party without restrictions on disclosure;
- d. has been independently developed by the receiving party;
- e. is disclosed by the receiving party with the prior written approval of the disclosing party; or
- f. to the extent required by law or court order so long as the receiving party provides advance notice to the disclosing party as promptly as possible and cooperates with the disclosing party's efforts to obtain a protective order regarding such disclosure.

Return of Materials. Promptly following the earlier request by the disclosing party or upon expiration or any termination of this Contract, the receiving party will promptly securely and permanently destroy or (if requested) return the disclosing party's Confidential Information all information in its control and all copies thereof and provide the requesting party with written confirmation of the same, provided that the receiving party may retain a single archival copy of Confidential Information if required to do so under applicable law.

#10. Indemnification & liability

Penalty. In the event of non-compliance by the Client with Article 6. (IP-Rights), Article 9. (Confidential Information) or Article 11.5 (Miscellaneous - Personnel), the Client will owe AIHR an immediately due and payable penalty of € 25,000,- without prejudice to AIHR's right to claim compensation if the actual damage suffered exceeds the penalty payable by the Client.

Third-Party services. The AIHR Service may link to third-party websites or content to facilitate its provision of Services. When Members use these links, they will leave the AIHR Service. Some of these third-party websites may use content under a license from AIHR. AIHR is not responsible for these third-party websites, whether or not AIHR is affiliated with such third-party websites. AIHR does not endorse the organizations sponsoring such third-party websites or their products or services. AIHR is not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings Members may have on or through a third-party website. AIHR makes no promises with respect to data of Members, content of others, any third-party website or service listed on or accessible through the AIHR Service, the quality or conduct of any Member encountered by you in connection with the use of the Services.

Disclaimer of Warranties. Client expressly understands and agrees towards AIHR and its Affiliates (including its officers, employees, agents, service providers, partners, instructors, and licensors) that:

- a. any use of the AIHR Services is at the Client's own risk, and the AIHR Service is provided on an "as is" and "as available" basis;
- b. AIHR and its Affiliates expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, warranties as Services, implied warranties of merchantability, fitness for a particular purpose, and non-infringement;
- c. AIHR makes no warranty that (i) the AIHR Service will meet Clients requirements, (ii) the results that may be obtained from the use of the AIHR Service will be accurate or reliable, and (iii) any material downloaded or otherwise obtained through the use of the AIHR Service is accessed at Client's own discretion and risk, and Client will be solely responsible for any damage to Client's computer system or mobile device or loss of data that results from the download or use of any such material.

Limitation of Liability and Indemnification. Client expressly understands and agrees that AIHR and its Affiliates 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 loss or other intangible losses (even if AIHR has been advised of the possibility of such damages), business interruption or reputational harm, 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 Member or third party on the AIHR Service; (v) your reliance on AIHR Content; or (vi) any other matter relating to the AIHR Service. 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.

Limitation of Liability. To the fullest extent permitted by applicable law, our maximum aggregate liability arising out of or in connection with the Contract 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 plus its deductible, or in the absence of cover under insurance to the full amount excluding taxes ("Price") the Client has paid to AIHR, pursuant to the Contract during twelve (12) months prior to the event giving rise to liability.

Indemnification. You agree to defend, indemnify, and hold harmless AIHR and its Affiliates 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 or your Members' content, (iv) your violation of any person's IP Rights, privacy, publicity or other rights, (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 these Terms, or (vii) the willful misconduct of you or anyone accessing the AIHR Service using your login credentials. AIHR shall provide notice to you promptly of any such claim, suit, or proceeding. AIHR reserves 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 AIHR and/or its Affiliates in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of your use of the Services.

Administrative fine. An administrative fine imposed on the Client can never be recovered from AIHR if the relevant authority has assessed the degree of culpability of both Parties when imposing the fine and has assigned it to one or both Parties accordingly.

Force majeure. AIHR cannot be required to fulfill any obligation under the Contract if fulfillment is prevented because of force majeure. Furthermore, AIHR cannot be held liable for any damage that results from this. Force majeure is described as, but is not limited to, events such as power outages, internet outages, disruptions to the telecommunications infrastructure, network attacks (including (D)DOS attacks), attacks due to malware or other malicious software, internal disturbances, mobilization, war, terror, strikes, staff shortages, import and export barriers, stagnation in the supply chain, fire and floods. If a force majeure situation has lasted longer than ninety (90) days, both Parties have the right to terminate the Contract in writing immediately.

#11. Miscellaneous

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

1. Any written agreement between Parties
2. The approved Quote
3. Master Service Agreement
4. AIHR B2B General Terms and Conditions (Terms)
5. 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.

Legal authority. Each signatory agrees that it has the authority to bind the business entity in legal agreements and contracts.

Terms of the Client. In the event of a conflict between these Terms and/or the Contract and any Client's terms and conditions, purchase order conditions, or any other terms, policy, and procedures that are added later in the invoicing process, these Terms and Conditions shall prevail. AIHR is not bound by any additional terms or changes that the Client submits along with its acceptance of the Quote, unless otherwise agreed in writing.

Changes to terms and conditions. The licenses, prices and the Terms may from time to time be revised or updated. AIHR will notify the Client in writing of any material change to the Contract or these Terms. Amendments of minor importance, amendments that are necessary due to changed laws and regulations, and amendments that are to the advantage of the Client, can be implemented by AIHR without notice. In the event of such amendments, the Client does not have the right to object and/or terminate the Contract in whole or in part.

Personnel. During the Contract and one year after its termination, the Client is 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 the Client 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.

Governance. The Contract, the License and these Terms and the relationship between you and AIHR shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law provisions, regardless of where you live. The Parties agree to resolve any disputes arising from this Contract through arbitration as the preferred method of resolution. However, this does not limit either party's right to seek judicial recourse should arbitration not provide a satisfactory outcome. For any claims for which arbitration is inapplicable, you agree that such claims will be brought in court in Rotterdam, without regard to any conflict of law provisions.

Other laws. AIHR expressly disclaims any representation or warranty that the Service complies with all applicable laws and regulations outside of the Netherlands. If you use the Service outside of the European Union, you expressly understand and agree that you are responsible for determining compliance with different laws, regulations, or customs that may apply in connection with your use of the Service.

Assignment. The Client is not permitted to transfer the rights and obligations arising from this Contract to a third party without written permission from AIHR. AIHR has the right to transfer, without permission of the Client being required, 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 the Client if such a transfer has taken place as soon as

possible.

Null and void. If any provision in the Contract becomes null and void or unenforceable, voidable or otherwise found to be invalid (in whole or in part), this will not affect the validity of the rest of the Contract and the Contract shall remain valid as regards the remaining provisions of this Agreement and the remainder of the provision concerned. In this case, the Parties shall replace the provisions with (a) new provision(s) that give shape to the intention of the original provision as much as legally possible.

Additional Documentation

Member terms of use

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

Data Processing Agreement

Click the link to access the [Data Processing Agreement](#).

Privacy Statement

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

Information Security

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