# **GENERAL TERMS AND CONDITIONS governing the use of the Expatise Educate Yourself Portal**

These General Terms and Conditions apply to the use, offers, quotations, proposals and agreements with regard to the Expatise Educate Yourself Portal.

BY USING THE EXPATISE WEBSITES OR APPS AND THE LEARNING TOOLS OFFERED ON THE WEBSITES AND APPS, YOU WARRANT AND REPRESENT TO US THAT YOU ARE AT LEAST 18 YEARS OF AGE AND YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS AND THE EXPATISE PRIVACY AND COOKIES POLICY WHICH ARE HEREBY INCORPORATED BY REFERENCE.

IF YOU HAVE NOT REACHED THE AGE OF 18, YOU HEREBY DECLARE THAT YOU HAVE RECEIVED THE EXPRESS CONSENT OF YOUR PARENTS OR LEGAL REPRESENTATIVES PRIOR TO REGISTERING AN ACCOUNT AND MAKING USE OF THE EXPATISE EDUCATE YOURSELF PORTAL.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS AND THE PRIVACY POLICY, YOU MAY NOT ACCESS OR USE THIS WEBSITES OR APPS AND THE LEARNING TOOLS OFFERED ON THE WEBSITES OR VIA THE APPS.

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#### 1. Definition of terms

In these General Terms and Conditions, the following terms are used beginning with a capital and both in the singular form and the plural form. These terms are defined as:

- Account: The personal digital environment on the Expatise Educate Yourself Portal to which the User
  has access in order to make use of the Learning tools.
- Agreement: The agreement concluded between Expatise and its Contract Party laid down in writing or
  via electronic communication regarding the rights and obligations with regard to the use of the Expatise
  Educate Yourself Portal, notwithstanding all other obligations entered into by Expatise and/or its
  Contract Party under these General Terms and Conditions.



- **Authorisation/ power of authorisation:** The authorisation to grant, change and revoke rights regarding the use of the Expatise Educate Yourself Portal.
- **Authority** regarding Communities: Authority to activate or de-activate Functionalities for each Community and determine rights with regard to Functionalities in a Community.
- Authority regarding Content: Authority to store, change, publish, remove, duplicate, divide and classify Content.
- **Authority** regarding Functionalities: Authority to activate and deactivate Functionalities of the Expatise Educate Yourself Portal.
- **Community**: Functionality on the Expatise Educate Yourself Portal in which the User can store, manage and/or share information.
- **Community manager:** The User who has the administrative authority to manage the Community.
- **Content:** The range of information made available to the User by Expatise by way of the Websites, including, but not limited to, courses, videos, tests, texts and the layout of the Websites.
- **Contract Party:** The person or organisation with whom Expatise has concluded an Agreement and who appoints Users.
- **Expatise**: The statutory legal entity registered under 51351366 at the Chamber of Commerce, that provides access to the Expatise Educate Yourself Portal;
- **Expatise™**: Official Community trade mark.
- **Educate Yourself Portal:** Websites and apps with Content and Functionalities known under the name Expatise™ which contain online courses that Users can pursue.
- **Functionality**: Instrument available in the Expatise Educate Yourself Portal with which information can be stored and managed.
- **General Terms and Conditions**: The present general terms and conditions, regardless of the form in which these are made known (on paper or electronically).
- **Intellectual Property:** All intellectual and industrial rights related to the Expatise Educate Yourself Portal, the Websites, Functionalities and Content made available by way of the Websites.
- **Learning Tool**: Educational software, video lessons, printed books as well as print-on-demand handbooks and publications, including digital versions thereof.
- Learning Tool license: User-licence to access the Learning Tools.
- **Login code:** The code made by and personally linked to the User consisting of a user's name and password with which access is obtained to the Learning Tools;
- **Privacy Policy**: The policy that governs the use of Expatise websites. It sets out the different areas where User privacy is concerned and outlines the obligations and requirements of Expatise under the General Data Protection Regulation (GDPR).
- **Service**: The limited, personal, revocable, non-exclusive and non-transferable right to use the Educate Yourself Portal, including the Website and the Content, granted by Expatise to the User to pursue training courses using the Content made available on the Website and subject to the conditions set forth in these General Terms and Conditions and for the duration of the Agreement.
- **User:** The natural person that has been appointed by the Contract Party in the Agreement to use the Expatise Educate Yourself Portal, has been registered with Expatise and set up an Account and thus has been provided with a Login Code to the Website.
- Website: The Expatise Educate Yourself Portal that is made available via https://ondemand.expatise.academy or https://elearning.expatise.academy and its underlying web pages and apps.



#### 2. Contact person, communication

- a. Contract Party and Expatise each appoint a contact person. These contact persons maintain the contact with each other in matters regarding the Agreement.
- b. Contact persons represent and bind the Contract Party and Expatise respectively unless agreed otherwise.
- c. Contact persons may communicate with each other electronically. Changes in and further agreements regarding the execution of the Agreement can, however, only be agreed explicitly, which means either in writing or via email.

# 3. Offer, conclusion of the Agreement, access to the Service

- a. All offers made by or on behalf of Expatise are without obligation, unless explicitly stated otherwise.
- b. Offers made by Expatise are valid for the period indicated in the offer. If no period has been indicated, the offer is then valid for up to 2 (two) weeks after the date upon which the offer has been made.
- c. Agreements enter into force and direct access to the Expatise Educate Yourself Portal is granted either upon registration and payment in the manner outlined on the https://ondemand.expatise.academy website or when Expatise has explicitly accepted the request by the Contract Party to gain access to the Expatise Educate Yourself Portal on https://elearning.expatise.academy.

# 4. Fees and price changes

- a. Unless otherwise agreed, Contract Party owes a fee for the Service. The chosen Service and the corresponding fee are stated in the Agreement. Contract Party is required to pay the applicable fee in advance regardless whether the User makes or continues to make full use of the Service.
- b. Unless indicated otherwise, the fee is expressed in euros and does not include any possible turnover tax or any other government levy (fee excluding vat).
- c. Costs connected to the Service, such as the costs of telecommunication, hosting provider and data transfer, are not included in the fee and are for the account of the Contract Party.
- d. Unless it has been agreed that the fee is applicable for a certain period, Expatise has the right to change fee in the interim. A fee change comes into effect 2 (two) months after it has been announced to the Contact Person.
- e. When the Contract Party does not agree with the announced change, the Contract Party has the right to terminate the Agreement with Expatise in writing or electronically within 8 (eight) days after the announced change with effect on the date upon which the change concerned comes into effect. Termination shall result in a time-proportionate refund of fees already paid.

#### 5. Invoicing, payment

- a. As soon as the Agreement has entered into force, Expatise shall present its invoice in connection therewith to the Contract Party. The invoice must be paid without discount or compensation within 30 (thirty) days of the date of the invoice.
- b. Objections of the Contract Party to an invoice of Expatise must be made known to Expatise explicitly within 14 (fourteen) days of the invoice date. If no notification of objection is received within this term, the invoice is then deemed to have been acknowledged by the Contract Party.
- c. All payments by the Contract Party to Expatise are deducted from the oldest still outstanding invoices of the Contract Party, regardless of any other stipulation by the Contract Party.
- d. If the Contract Party does not pay any invoice of Expatise within the payment term, the Contract Party shall automatically be in default, without any prior notice of default or request for payment being required. In this case, Expatise has the right, without giving further notice, to charge costs. The costs amount to 1% of the outstanding amount per month or the statutory maximum percentage if that



- percentage is higher, until the date of payment in full. In the calculation of the interest payment, a part of a month is calculated as a full month.
- e. In the event that the Contract Party remains in default, Expatise may refer the debt for collection following a demand or notice of default. In such circumstances, all costs incurred by Expatise in connection with late payments will be payable by the Contract Party. These costs come to 15% of the amount due, subject to a minimum of 50 euros.
- f. Payments received from the Contract Party shall first be deducted from the costs due and then from the fee due.
- g. In the event that the Contract Party can claim a refund of payments already made, in the event of an amendment to or termination of the Agreement the following conditions apply:
  - before a refund is made, refunds shall be set off against any outstanding amounts that the Contract Party owes to Expatise,
  - in the event that the refund results in costs for Expatise that can be attributed to the Contract Party, the costs shall be set off against the refund before a refund is made,
  - Contract Party must ensure that the information that Expatise requires in order to make the refund is correct and complete.
- h. In the event of default, Expatise shall be entitled to withdraw, suspend or restrict access to the Account and Service with immediate effect until such time as full payment has been made of the amount due including interest and costs.
- i. No payment obligation may be suspended in the event of complaints concerning invoices and/or the provision of services.

# 6. Responsibilities and liability of the User and/or Contract Party

- a. Notwithstanding the other provisions of these General Terms and Conditions, the User
  - warrants that the requisite data provided upon registering the Account is correct;
  - is allowed to view pages from our websites and apps in a web browser and download pages from our websites and apps for caching in a web browser. However, no part of these publications may be reproduced, stored in a retrieval system or in an automated database or disclosed in any form or by any means (electronic, mechanical, photocopy, recording or otherwise) without the prior and explicit permission of Expatise.
- b. In addition to that which has been stipulated above, the User is required in any case:
  - to ensure the security of the access to the Expatise Educate Yourself Portal, including confidentiality of the personal login code and hence refrain from sharing the login code with or transferring the login code to others;
  - to ensure the security of the own computer against disruptions due to viruses;
  - to deliver Content virus-free and in worldwide, irrevocable, non-exclusive and royalty-free licence in order to use, reproduce, store, adapt, publish, translate, distribute and sub-licence in any existing or future Learning Tools;
  - to only deliver copies of the Content and to store the originals themselves;
  - to report technical problems with the Service as soon as possible to the Expatise Contact Person;
  - to report (the suspicion of) unauthorised use, improper or incorrect use or abuse of the Service to the Expatise Contact Person;
  - to notify Expatise whether an intellectual property right rests on the Content, who is entitle to this right, and to demonstrate explicitly to what extent this entitled person agrees to the publication in the Content and with infringements in connection with any editorial modifications by Expatise and duplication by Users;



- to ensure that the Content is correct, complete, and topical and in this context to timely provide a revised version of the Content to Expatise where necessary;
- to up-date personal details (including the e-mail address) in the event of change as soon as possible;
- to regularly check for announcements from Expatise to the User.
- c. Notwithstanding the other provisions of these General Terms and Conditions, the Contract Party is required in any case:
  - to supervise the Service and the compliance with the obligations connected thereto by a User;
  - to regularly check for announcements from Expatise to the Contract Party.
- d. The Contract Party / User guarantee moreover that the activities performed by the User within the framework of the Service, including usage of the Website and communication with other Users via the Service, may not:
  - be based on untruths and/or be misleading;
  - be found to be discriminatory, violent, pornographic, illegal, needlessly offensive or otherwise inappropriate, in the opinion of Expatise;
  - contain viruses, Trojan horses, worms, bots or other programs that may damage, delete or take over an automated work or render it unusable or inaccessible, or which are intended to circumvent the technical security measures of the Website and/or the computer systems of the Service;
  - involve the use of any software or hardware tools and/or solutions (privately held or made available by third parties) which are designed to copy any Content made available via the Service or to spider, scrape, search or otherwise improperly use and/or access the Website;
  - be applied for commercial or promotional purposes, unless authorised explicitly by Expatise;
  - be contrary to these General Terms and Conditions, the Expatise Privacy Policy, or any applicable legislation and/or regulations;
  - infringe the rights of Expatise and/or third parties, including but not limited to Intellectual Property and rights in relation to the protection of privacy;
  - be unlawful in any other fashion;
  - be damaging to the interests and reputation of Expatise.
- e. Without prejudice to our other rights under these General Terms and Conditions, in case of (suspected) breach of any provision of these General Terms and Conditions in any way, Expatise is authorised to delete, unpublish or edit Content.
- f. Contract Party is liable for the consequences of unauthorised, improper or incorrect use of the Service including misuse of the Login code, the Content and the Functionalities by third parties.
- g. In the event and insofar as authorisation and/or management authority is granted to the Contract Party, this party is responsible itself for the way in which use is made thereof and is liable for the consequences of unauthorised, improper or incorrect use and misuse.
- h. The Contract Party acknowledges that Expatise has the right at all times to temporarily or permanently withdraw the User right in the event that the Contract Party (including its Users) has provided incorrect information, (otherwise) acts wrongfully vis-à-vis Expatise or any third party related to Expatise or does not adhere to one or more of the provisions of the Agreement and/or these General Terms and Conditions. User/ Contract Party is not allowed to (attempt to) circumvent or bypass any of these access restriction measures.
- i. The Contract Party shall indemnify Expatise against all claims of third parties, including the costs to be made by Expatise in connection therewith, also including explicitly the costs in connection with claims of third parties by virtue of any intellectual or industrial property right in the broadest sense of the



- word in connection with publication by Expatise, in whatever manner, of any by or on behalf of the Contract Party / User Content supplied to Expatise.
- j. At the first request of Expatise, the Contract Party shall assume the defence in any proceedings that could be instigated against Expatise in connection with the Agreement due to infringement of the intellectual property rights of a third party. Expatise shall immediately inform the Contract Party of such an action and shall provide the necessary proxies and assistance to the Contract Party. The Contract Party indemnifies Expatise against all damage and costs to which Expatise may be sentenced in proceedings as well as against the costs of the proceeding itself.
- k. In addition to that which has been stipulated above, the Contract Party is liable for all damage that Expatise may suffer as a consequence of an attributable shortcoming of the Contract Party and/or User in the fulfilment of obligations resulting from the Agreement concluded between the parties.

# 7. Responsibilities and liability of Expatise

- a. Expatise guarantees that it is authorised to grant user rights for the Service and indemnifies the Contract Party against any claims of third parties with regard to this
- b. In providing the Service, Expatise is obliged to use its best endeavours. Expatise provides no guarantee that the Website and the Service will be accessible at all times and without any interruption and/or breakdown. No liability whatsoever attaches to Expatise nor will it be obliged to indemnify the Contract Party in the event of any damage arising or ensuing from a (temporary) unavailability or (interim) inaccessibility of the Service.
- c. The procurement and/or proper functioning of the infrastructure and reliable telecoms facilities (including Internet connectivity) as required for the use of the Service are deemed to be the responsibility of the Contract Party.
- d. Expatise shall be at liberty at any time, without prior notification and with no obligation to indemnify the Contract Party, to (temporarily) suspend access to the Service, the Website and/or the Content or parts thereof and/or to limit the use thereof if Expatise deems this necessary.
- e. No liability whatsoever attaches to Expatise in regard to the services offered by third parties in connection with the Website and the Service.
- f. Expatise is not liable to the Contract Party / User for damage of whatever nature and whatever cause, that results from or otherwise in whatever form, in connection with the making available and/or the use of the Service.
- g. Expatise's liability also extends to all persons employed by Expatise or engaged by Expatise in the performance of the Agreement.
- h. The exemption from liability for damage included under f. does not apply in the case that it can be demonstrated that it concerned intent or gross negligence on the part of Expatise's senior senior executive staff.
- i. Expatise is never in default solely as a result of the lapsing of agreed terms. This always requires an explicit notice of default, whereby Expatise is granted a reasonable term to fulfil the obligations, which shall at least amount to 30 (thirty) days.
- **j.** Should Expatise be required to indemnify the Contract Party in respect of any loss or damage, the indemnity, irrespective of the cause will be limited in all instances to:
  - direct damage (therefore excluding liability in respect of indirect damage, such as consequential damage, losses due to delays, loss of profits and loss of revenue); and
  - all payments made by the Contract Party to Expatise in the current calendar year for use of the Service for which Expatise is deemed liable.



#### 8. Confidentiality and personal data

- a. All information provided by the Contract Party and User shall be treated in confidence by Expatise, its staff and/or by all persons engaged by Expatise, except insofar as any statutory requirement or decision of the court obliges them to make this public.
- Contract Party / User is in complete agreement with Expatise's processing of personal data in connection with the registration of the Account and usage of the Service as mentioned in the Expatise Privacy Policy , which is attached to these General Terms and Conditions.

# 9. Intellectual Property

- a. Intellectual Property rights are vested in Expatise and/or its licensors. No part of these General Terms and Conditions serves to assign any rights to the Client or to third parties. All intellectual property rights to (parts of) the Service, including the websites, apps, database and other software programmes, regardless of the time they arose, are reserved and remain the property of Expatise and/or, in the event and to the extent applicable, of licensors / partners of Expatise. Granting a user right to the Service, of whatever nature and in whatever form, never constitutes any transfer of the aforementioned intellectual property rights to Contract Party / User or third parties.
- b. The Contract Party / User is not allowed without prior explicit consent of Expatise to make public in any way completely or partially the Learning Tools provided by Expatise, to duplicate or to make available to third parties, including at least also another provider or publisher.
- c. Contract Party / User shall not remove, hide or change designations of Expatise or its suppliers concerning copyrights, brands, trade names, domain names, Google Adwords or other intellectual property rights.
- d. In the event of violation of any provision in this article, the Contract Party / User is required to pay a penalty of € 50,000, which cannot be moderated and which is immediately due and payable for each violation without prejudice to all further rights of Expatise including the right to fulfilment and/or compensation as a result of the actual damage that it has sustained due to the violation.

#### 10. Amendments

- a. Expatise is authorised to amend or supplement these General Terms and Conditions unilaterally. Unless agreed otherwise, these amendments and/or supplements are binding for the Contract Party after 30 days have passed after Expatise has given the first notification thereof and the Contract Party, during that period, has not notified Expatise explicitly that it does not agree with these amendments and/or supplements.
- b. The notification of the Contract Party that it does not agree to the amended / supplemented General Terms and Conditions shall qualify as a termination of the Agreement. During the notice period, the General Terms and Conditions shall remain applicable in full.

#### 11. Guarantees and indemnities

a. The Service is intended for educational purposes only, as an aid in understanding the complexity of the Global Mobility function. It does not pretend to cover all situations and issues that occur in practice and at times will lack legal nuances in order to make it fit for purpose: creating awareness in non-lawyers. Therefore, it should not be used to replace either official documents nor the advice of qualified consultants. In other words, this course does not constitute tax or legal advice and the contents thereof may not be relied upon. Each person should seek advice based on the particular circumstances of the case in question. Therefore, we strongly recommend that you ALWAYS consult an expert, in each and every country involved.



- b. Although the Service was composed with the greatest possible diligence, Expatise, the contributing firms and any individuals involved offer no guarantees, promises or indemnities with respect to the quality, security, legitimacy, completeness, integrity and accuracy of the Content and the Service, unless provided for otherwise in these General Terms and Conditions.
- c. Online Academy shall not be obliged to add certain Content on request.

#### 12. Duration and termination

- a. The Agreement is entered into for a period of twelve calendar months. After the term of the Agreement has expired, it will always be automatically extended for the same period, unless the Agreement is terminated for convenience by one of the parties with due observance of a notice period of two calendar months and by submitting a letter or e-mail, stating "Subscription termination", to the Contact person as indicated in article 2 of these General Terms and Conditions.
- b. Expatise shall be at liberty at any time to terminate the Agreement or a part thereof without giving reasons and without giving notice. In case of termination by Expatise, the Contract Party will be obliged to pay no more than the payment due up to and including the termination date.
- c. In addition to the other means of redress available to Expatise, Expatise shall be entitled at any time without giving reasons or any advance explanation to (temporarily) restrict, suspend or close down the Service, to remove the Account temporarily or permanently, to issue a warning and to terminate the provision of services or to refuse the provision of services, in particular in, but not limited to, instances in which:
  - The Contract Party acts in any way in breach of these General Terms and Conditions;
  - Expatise takes the view that the Contract Party's actions may cause damage to Expatise or third parties;
- d. Without prejudice to what has been laid down in the Agreement with regard to this, each party can terminate the Agreement by a registered letter outside of court completely or partially, in the event that the other party is in default or fulfilment is permanently or temporarily impossible.
- e. Unless agreed otherwise, in the case of force majeure, parties may not proceed to terminate the Agreement until after 14 working days have passed after the commencement of the force majeure situation. In any case, force majeure does not include: lack of personnel, strikes, sickness of personnel, liquidity or solvency problems on the part of the Contract Party and/or shortcomings of contracted third parties.
- f. Furthermore, Expatise is entitled to terminate the Agreement out of court immediately and without prior notice or notice of default by registered letter in the event:
  - Contract Party files for bankruptcy,
  - Contract Party is declared bankrupt,
  - Contract Party applies for a moratorium on payments,
  - A moratorium on payments is granted to the Contract Party,
  - Contract Party terminates or transfers its company,
  - Contract Party applies for a statutory debt rescheduling,
  - Contract Party is granted a statutory debt rescheduling,
  - Contract Party is placed under guardianship,
  - Contract Party dies,
  - (A part of) the assets of the Contract Party are placed under guardianship or are seized,
  - Contract Party is otherwise no longer able or deemed to be able to fulfil its obligations under this Agreement.



In the event that one of these situations occurs, amounts owed to Expatise shall become immediately due and payable, without any demand or notice of default being required and the Contract Party / Users shall immediately return all documents, matters and other goods including information carriers that belong to Expatise.

- e. Upon termination of the Agreement, for whatever reason, the User's right to use the Service will cease with immediate effect and access to the Service will be refused forthwith. The Account will be removed by Expatise upon termination. Expatise shall not be obliged to provide any Content to the User upon termination of the Contract.
- g. In the event of termination by the Contract Party, a payment must be made by the Contract Party up to and including the month of termination.

# 13. Ongoing obligations

Dissolution or termination of the Agreement does not release parties from the obligations by virtue of the Agreement that are lasting in their nature. To these obligations belong in any case: indemnification for infringement of intellectual property rights, guarantees, exercising user rights, liability, confidentiality, disputes and applicable law.

#### 14. Applicable law and the settlement of disputes

Dutch law applies to offers, Agreements and other legal acts regarding the Service.

Disputes between the Contract Party and Expatise shall only be submitted to the competent court in the court district of the Hague.

#### 15. Transfer of rights and obligations

Parties are not authorised to transfer their rights or obligations following from the Agreement concluded between the parties to third parties without the prior explicit consent of the counterparty.

# 16. Final provisions

# a. Inoperative

In the event that provisions in this Agreement are rendered inoperative by law, these provisions shall be replaced by provisions that are legally acceptable and at the same time are as closely related to the provisions that have been rendered inoperative as possible. The remaining provisions shall remain in effect in full.

## b. Trial offer

In the event that the Agreement had been concluded in connection with a trial offer, the present General Terms and Conditions apply in full, unless agreed otherwise. The Agreement contains provisions regarding the end of the trial offer and any subsequent user right against payment.

#### c. Personnel

The Contract Party shall provide all necessary support for the performance of their activities to personnel of Expatise and/or personnel of contracted third parties that perform activities on behalf of the Contract Party within the context of the Agreement.



# Attachment: Expatise Academy Privacy Policy

This privacy policy governs the use of Expatise<sup>1</sup> websites and sets out the different areas where user privacy is concerned. It outlines the obligations & requirements of Expatise, its learners, partners, subscribers, and visitors under the General Data Protection Regulation (GDPR).

The GDPR applies to the personal data that has been provided to Expatise. The processing of personal data by Expatise is carried out in a careful manner and in accordance with the GDPR and is directed, in particular, towards the following activities:

- the assessment of eligibility of a candidate User<sup>2</sup>,
- entering into agreements with the candidate User,
- executing agreements with the User, including the improvement of the use of the Expatise Learning Tools,
- performing analyses of personal data for statistic and academic purposes,
- carrying out (targeted) marketing activities in order to establish a relationship with the User and/or maintain or expand a relationship with the User,
- safeguarding the security and integrity of the Expatise Learning Tools,
- complying with legal obligations.

# Expatise acquires your data from

- you personally: you filled in your personal data on a contact form or registration form; you furnished your contact details via business cards during introductory meetings, events, congresses, etc.;
- your (former) employer;
- public sources such as LinkedIn or the website of the organisation where you are currently employed.

# Why and how we process your personal data

Expatise processes your personal data on the basis of your consent for educational purposes, marketing purposes, to improve our website, and for social media activities.

We endeavour to only inform you about the developments that are relevant for you. In addition, we use the information that we receive from you to better understand your preferences and wishes and to improve our digital notices and propositions.

The chart below provides an overview of the personal data that Expatise processes and the purpose thereof:

<sup>&</sup>lt;sup>1</sup> **The term "Expatise", "our", "us" or "we"** refers to the owner of the website the Expatise Centre Foundation (hereinafter: Expatise) registered at The Netherlands Chamber of Commerce registration number 51351366. The term "you" refers to the user or viewer of our website.

<sup>&</sup>lt;sup>2</sup> **User:** the natural person that has been appointed by an Expatise Contract Party in the license Agreement to use the Expatise Learning Tools and thus has been provided with a Login Code to the Expatise Learning Environment, and to visitors to the Expatise website.



tion in our digital notices
to contact you
tion and in order to be able to personalise our
assess relevance of notices
tion
to contact you and send you our digital
your login code
to contact you
tion
to include your company name or the name of on your badge and for the link with our ; g process
nn account with us, we collect information ne, email address, and password).
to keep your personal data up to date
to personalise our digital notices and support
lise our digital notices and to ensure that you d appropriate information
tion when you contact us for customer
ne correctness of digital notices sent and to be effectiveness of our invitations
se the menu that we provide during our ation is erased immediately after the end of
to contact you
y register and observe opt-in and (temporary) at we can customise our digital notices to sure that you do not receive any unwanted
to analyse whether digital notices are read
ure digital notices
h n



# 4. Retention period

Your personal data is processed up until the moment that you inform Expatise that you no longer wish to receive any digital notices and/or Expatise stops sending you newsletters, white papers, invitations to events or other digital mailings. We may keep certain information even after you close your account if it is necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes, prevent fraud and abuse, or enforce this agreement.

Your personal data will be erased if it appears that your email address is no longer in use (for example when error messages are received); the consent based on which your personal data is processed and/or stored is withdrawn by you; the legitimate interest based on which your personal data is processed, expires because for example:

your company ceases to exist; you have not had any contact with Expatise for a period of 5 years.

#### Rights to Access, Correct, or Delete Your Information, and Closing Your Account

You can change your information at any time by editing your profile, deleting content that you have posted, or by closing your account. You can also ask us for additional information we may have about your account. At the end of each digital mailing that you receive from Expatise, you can always change your mailing preferences via the 'unsubscribe' link or via learning@expatise.academy.

# Your personal data and third parties

Expatise does not share your personal data with third parties if commercial purposes are involved. Expatise may organise an activity with another party. In that case, only relevant contact details are shared as far as organising the activity requires.

We don't provide any of your non-public information (like your email address) to third parties without your consent, unless required by law, or as described in this Policy.

Expatise has taken appropriate technical and organisational measures to protect your personal data against loss or any form of unlawful processing.

#### **Policy update**

We may update this policy from time to time by publishing a new version on our website.

You should check this age occasionally to ensure you are happy with any changes to this policy. We may notify you of changes to this policy by email or through the private messaging system on our website

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