

Terms and conditions of Sale for Courses and related Goods supplied by ANIVADO/EQUIVADO

1 Introduction - Terms

- 1.1 This document (together with any documents referred to in it) tells you the terms and conditions (the 'ANIVADO Conditions') upon which we will sell/supply Academic Goods or Services to you. You may print a copy for future reference.
- 1.2 Business Day: a day other than a Saturday, Sunday or public holiday within the Netherlands.
- 1.3 'Event Outside Our Control' has the meaning given in clause 15.
- 1.4 'Goods' means any books/booklets or optional assessments and reports which can be ordered and/or supporting digital material which may be downloaded from ANIVADO within the terms of this agreement.
- 1.5 'Services' means any Courses provided on the Website which we supply.
- 1.6 'Client' is deemed any person/persons/organisation which agrees to this contract by way of ordering and submitting payment for goods or services sold on ANIVADO including individuals who gain access via a third party organisation. In the context of the learning platform a client signed up to a course will be referred to as 'Student' and will be identified by their unique user name (USN), which they chose during log in.
- 1.7 'Courses' may be purchased by individuals or through multiple access vouchers by organisations.
- 1.8 Before confirming your order please read through these Conditions and in particular our cancellations and returns policy and limitation of our liability and your indemnity.
- 1.9 By ordering any of the Goods or Services or Goods and Services or gaining access via third party organisations, you agree to be legally bound by these Conditions. You will be unable to proceed with your transaction if you do not accept these terms and conditions.

2 About us

- 2.1 This Website is owned and operated by ANIVADO ('we'/'us'/'our'), a company (trading as ANIVADO or EQUIVADO), registered in The Netherlands under registration number: Company KvK: 59286709 and having our registered office at Marnixlaan 80, 3552 HG 80 UTRECHT, NL
- 2.2 Our email address and telephone details can be found at www.anivado.com.

3 Eligibility to purchase from the Website

To be eligible to purchase the Goods and Services and lawfully enter into and form a contract with us, you must be 18 years of age or over.

4 Prices

- 4.1 The prices of the Goods and Services are quoted on the 'Our Courses' and 'Extras' pages and the actual amount will be shown in detail when selecting

- 4.2 Prices and any other charges quoted on these pages are in Euro's and delivery prices are based on delivery within Europe. The cost of currency exchange remains with the client, who has to ensure that the correct price in EURO'S is paid.
- 4.3 Prices quoted for Courses include a specified limited time of access to the relevant course, pre-specified materials if there are any and sessions (see clause 5) and to digital supporting material on the Platform.
- 4.4 The following Course Materials will be included in the price per course:
- 4.4.1 Access to technical and administrative support via discussion boards (course dependent) or e-mail and through our frequently asked questions (FAQ) pages
- 4.4.2 Online Lecture Presentations as specified per course: to be viewed online with unlimited repeat viewing available within the specified limited time of access.
- 4.4.3 A range of supportive materials may be available as specified by course overview for personal use only. Examples: Unit Material, Reference Lists; Links to external Sources; End of Module Quiz's; Videos;
- 4.4.4 A statement of course completion will be issued when the course has been successfully completed.
- 4.5 Prices for Courses do not include any printed supporting material or an optional End of Course assessment, tutoring and certification, unless stated specifically under course descriptions. This will be listed under 'Goods' or 'Extras'.
- 4.6 Unless stated otherwise, all prices quoted include VAT.

5 Specified Limited Access Time to Courses

- 5.1 Upon payment for a Course, the client will receive an order confirmation and Invoice and 'timed' access to the specified course materials will be arranged no later than 7 working days after payment.
- 5.2 Courses are divided into Modules. Depending on the type of course, the following module (if relevant) may become available upon successful completion of an end of Module Quiz (at a specified pass rate)
- 5.3 ANIVADO recommends a 1-2 Week period of part-time study per Module unless stated otherwise in Course Outlines.
- 5.4 For each Module a maximum access time of 30 days is calculated. For example: A course containing 8 Modules will be available for a maximum period of 240 days (approx. 8 month). When this period is reached (240 days after confirmation notice has been given) the access to the on-line services will be terminated.

6 Payment

- 6.1 Payment can be made by any major credit or debit card or via Bank transfer.
- 6.2 By placing an order for a Course, you consent to payment being charged to your debit/credit card account or Bank account as provided on the order form. Depending on the type of payment an additional fee for the use bank transfer / credit card may be made on top of the course

fee.

- 6.3 If you pay us by credit or debit card we will take payment from your card or account for Goods when we dispatch the Goods to you.
- 6.4 Full payment for Courses and Goods must be received in advance.
- 6.5 We shall contact you should any problems occur with the authorisation of your card or payment.

7 Cancellation and Refunds of Courses:

- 7.1 In compliance with European Regulations a 14 day 'cancellation period' is allowed.
- 7.2 The 'Cancellation Period' means the period of 14 days starting with and including the day after we send you a Confirmation Notice.
- 7.3 If the client wishes to change their mind within 2 weeks of payment, they need to inform the ANIVADO administrator with a 'written cancellation order' immediately to receive a refund. A template cancellation order form for this can be found on www.anivado.com
- 7.4 The access to materials will be halted from the date on which the 'written cancellation' is received.
- 7.5 An administration fee of Euro 25 will be deducted from refunds for cancelled courses.
- 7.6 Course Fees cannot be refunded after the 2 week 'cancellation period', but clients may make representation providing evidence of special circumstances for extension or change of access. We will endeavour to do our best to supply relevant and timely goods and services to the clients' satisfaction.
 - 7.6.1 Eligible Refunds will be processed within 1 month of receipt of the written cancellation order.

8 Order process and formation of a contract

- 8.1 ANIVADO only releases the course for the unique user name (USN) upon receipt of payment, including multiple student vouchers. All orders are subject to acceptance and availability. If we are unable to supply you with the Goods or Services or Goods and Services in your order due to matters such as unavailability of stock, materials, key staff or an Event Outside our Control or because we have identified a mistake in the description of the Goods or Services or Goods and Services or the price stated by us, we will notify you as soon as possible. We will not proceed with the order and will refund any sums you have paid us.
- 8.2 If the Goods/Services are temporarily unavailable, we will notify you by email of the date they are expected to be available. You will have the option either to wait until they are available or to cancel your order. If you cancel your order, we will refund any sums you have paid us.
- 8.3 A 'Confirmation Notice' means an email which we send to you to confirm that we have received payment and dispatched the Goods and/or shall be providing the requested Services. A Confirmation Notice will be our acceptance of the offer made in the order to which that Confirmation Notice relates. This notice will also confirm any payments received.
- 8.4 A contract between you and us for the supply of the Goods or Services or Goods and Services (the 'Contract') incorporating the version of these Conditions in force at

the time of your order will come into existence when we send you the Confirmation Notice-Invoice relating to your order. You may print and keep a copy of the Confirmation Notice for future reference.

- 8.5 If you think that there is a mistake in the Confirmation Notice or if you wish to make any changes, please contact us to discuss this. If you request a change, we will tell you if that is possible and about any changes to the price, delivery or performance dates or any other changes that we need to make as a result of your request. We will ask you if you wish to go ahead with the change.
- 8.6 We may make
 - 8.6.1 minor technical adjustments to the Goods to improve them or to comply with relevant laws and regulatory requirements,
 - 8.6.2 changes to these Conditions as a result of changes in any relevant laws and regulatory requirements,
 - 8.6.3 changes to these Conditions as a result of changes in how we accept payment from you,
 - 8.6.4 changes in the amount payable by you to the extent of any changes in the VAT included in the price or payable in relation to the price.
- 8.7 If we make any changes in accordance with clause 8.6 we will give you written notice of the changes before we supply the Goods or Services or Goods and Services. You can choose to cancel the contract if the change would be significantly to your disadvantage.
- 8.8 Any variation to these Conditions which have been incorporated into the Contract or to the Contract other than those mentioned in clause 8.6 shall only be binding when agreed in writing and signed by you and us.

9 Delivery of ANIVADO Goods

- 9.1 The Goods will be delivered to you at the address you provided during the order process which may be an address other than the billing address.
- 9.2 Any dates quoted for delivery of the Goods are approximate only. If no date is specified then it will take place as soon as reasonably possible, but in any event within 30 days of the date of the Confirmation Notice, unless there is an Event Outside our Control, in which case clause 15 shall apply.
- 9.3 Unless clause 9.4 applies, if we have agreed to deliver the Goods to a delivery address which you have given us, delivery shall occur when we place the Goods in the physical possession of you or anyone you have identified to us as the person authorised by you to take delivery of the Goods.
- 9.4 If you have asked us to use an independent carrier other than our normal carrier to deliver the Goods to you, delivery shall occur when we deliver the Goods to that carrier.
- 9.5 You must examine the Goods within a reasonable time after arrival and let us know as soon as reasonably possible if they are faulty, damaged or not as described.
- 9.6 If no one is present at your delivery address to take delivery, we will advise you of our attempted delivery. You must then contact us to make arrangements for us to deliver the Goods.
- 9.7 We may end the contract with you and charge you for any extra storage costs we have incurred if we have agreed to

deliver the Goods, you have not been available to take delivery on the date we agreed to deliver them, and we have not been able to re-arrange delivery within 14 Business Days of the original delivery date.

10 Performance of On-line Services

- 10.1 We will provide an online service and take every reasonable precaution to ensure a safe online environment via our professional Hosting service.
- 10.2 You are responsible for the equipment (hardware and software) and external services (internet service provider) required to access and fully utilise our services.
- 10.3 You are responsible for internet security from your terminal and are thus required to have appropriate anti-virus and firewall software on your computer.
- 10.4 We will not be responsible for any delay in delivering the Services if there is a problem with your internet provider, security, software or hardware or related equipment.
- 10.5 We are not responsible for non-deliverance of services due to web-site or internet failure beyond our reasonable control (See Clause 15).
 - 10.5.1 If we suspend the Services under Clause 10.4, you do not have to pay for the Services while they are suspended, but you will remain liable to pay any invoices we have already sent you for Services we have already performed.

11 If there is a problem with the Services

- 11.1 If the Services provided do not conform to the contract due to them not being provided with reasonable care and skill you should provide us with details and evidence of the problem as soon as reasonably possible.
- 11.2 If we accept liability then we may offer a repeat performance of the Services to fix the problem, we will do so at our own cost and as soon as reasonably practicable.
- 11.3 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Nothing in these conditions will affect these legal rights.

12 Complaints

If you have a comment, concern or complaint about any Goods and Services you have purchased from us, please contact us by telephone and confirm this by email or by post. Contact details can be found at www.anivado.com as well as more detailed complaint procedures.

13 Copyright

- 13.1 The Goods and Services (photos, presentations, all text documents, video and audio material, on-line text and any supporting materials) provided remain under the full copyright of ANIVADO or specified copyright holders or any other party operating on the ANIVADO platform.
- 13.2 Material, supporting material and intellectual services are for personal use per student registration only and may not be copied, reproduced or re-arranged for private, academic, or business use in any format. An institutional contract for group use may be set up separately with ANIVADO.

- 13.3 If material has been brought in with permission from a third party, it will remain the copyright property of that third party or the party who has acquired this material.
- 13.4 The use of any material from the course outside the ANIVADO platform is forbidden unless a written permission through a contract with ANIVADO or relevant copyright owners has been set up.
- 13.5 ANIVADO will legally pursue any copyright abuse.
- 13.6 ANIVADO reserves the right to immediately terminate this contract and access to any services with no notice if it can supply evidence of copyright infringement.

14 Liability and indemnity

- 14.1 We have a duty to supply Goods and Services to you as described on the website and which conform to the Contract and Course Descriptions.
- 14.2 We (ANIVADO & ANIVADO TUTORS) are not liable for any indirect, incidental, consequential or punitive damages or loss of profits or revenues incurred directly or indirectly due to misinterpretation or out of context application of knowledge supplied in the courses provided through ANIVADO. Material provided is theoretical and ANIVADO does not underwrite any nutritional advice given by students. We strongly advise to seek further professional advice in specific individual situations.
- 14.3 The hand-picked experts represented on our site are well respected within their scientific communities and have a high level of qualifications as well as industry and practical experience. Opinions of different experts may be put forward but these may not necessarily fully reflect the beliefs of ANIVADO and this is in line with scientific philosophy and discourse. ANIVADO does not underwrite all the content provided by partner-tutors or associate institutions on our platform.

15 Events outside our control

- 15.1 Except for our obligations under this clause, we shall not be responsible for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident outside our reasonable control ('Event Outside Our Control').
- 15.2 We will take all reasonable steps to minimise a delay in performing our obligations to you which arises from an Event Outside our Control.
- 15.3 We will promptly notify you of any Event Outside Our Control which prevents us from or delays us in performing our obligations to you, giving details of it and (where possible) the extent and likely duration of any delay.
- 15.4 Our performance will be deemed to be suspended for the period that the Event Outside Our Control continues.
- 15.5 You may end the Contract after we have notified you of an Event Outside Our Control and we will then refund you any money you have paid to us under the Contract for the Goods and Services which we have been unable to deliver to you.

16 Use of personal data

- 16.1 You authorize us to process and transmit your name, address and other personal information supplied by you (including updated information) to

- 16.1.1 obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity
- 16.1.2 supply the Goods and Services to you
- 16.1.3 carry out checks to ensure you have adequate funds and fulfil security and fraud prevention requirements
- 16.1.4 transmit the payment and delivery information provided by you during the order process (including any updated information) for the purpose of obtaining authorisation from your card issuer or bank.
- 16.1.5 validate your name, address and other personal information supplied by you during the order process against appropriate third party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.
- 16.1.6 inform you of similar Goods and Services we provide, but you may contact us at any time to request that we stop informing you of these.

17 Other important terms

- 17.1 We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.
- 17.2 Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.
- 17.3 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 17.4 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 17.5 A waiver by us of any default shall not constitute a waiver of any subsequent default.

18 Governing Law and Jurisdiction: The Netherlands

If you live in another country, you can only bring legal proceedings in respect of the Goods or Services under Dutch Law.