



## Terms & Conditions Maatos

Below are the general conditions of Maatos that apply if you, as a student or buyer, use the website of Maatos. Maatos recommends that you read the general terms and conditions carefully. You may consult the conditions on our website.

### **Our identity**

Maatos B.V.

Amstelveenseweg, 63-IV

1075VV Amsterdam

Noord-Holland The Netherlands

(please note, no visiting address)

### **Contact**

Telephone number: +31 (0)85 130 15 47

E-mail address: [info@maatos.com](mailto:info@maatos.com)

CoC number: 73843938

### **Article 1 - Definitions**

1. Maatos aims to offer an online platform on which instructors may provide their own courses and trainings through their own Academy's. Maatos is responsible for the system and the technology. In addition, Maatos provides tailor-made projects and support/advice for a fee.
2. For the purposes of these general terms and conditions, 'Maatos' includes all employees or third parties employed by it.
3. In these general terms and conditions, an Instructor is understood to mean: the person who takes out a subscription with Maatos and who offers his own courses and trainings via his own Academy.
4. For the purposes of these General Terms and Conditions, 'Academy' means: the online platform on which Instructor may offer and/or sell his/her own courses and training to End User.
5. For the purposes of these General Terms and Conditions, an End User is defined as: a person who uses the Instructor's courses and training via an Academy.

6. For the purposes of these general terms and conditions, Users are understood to mean: those who use the platform or who visit the platform. This includes Instructors and End Users.
7. In these general terms and conditions, the Agreement is understood to mean: the subscription concluded between the Instructor and Maatos.
8. In these general terms and conditions, Services are understood to mean: offering an online platform on which Instructors can give their own courses and trainings via their own Academies, taking care of the system and the technology and providing tailor-made routes and support/advice against payment.
9. In these general terms and conditions, User Content is understood to mean: the information posted by Users on the online platform.

## **Article 2 - Applicability of these conditions**

1. These general terms and conditions are concluded by and between Maatos and the Users and visitors of the platform together with the privacy statement and other documents referred to in these general terms and conditions.
2. By using the online platform, you agree to these terms and conditions.
3. The general terms and conditions apply to Agreements under which Maatos offers Services.
4. Deviations from the general terms and conditions are only valid if explicitly agreed with Maatos in writing.
5. Instructors' access to the platform is also governed by the Instructors' policy.

## **Article 3 - Use of services**

1. One must be at least 18 years old to use the platform. If you are between 13 and 18 years old, you must have permission from a parent or guardian. Children under the age of 13 are not allowed to use the platform or create an account.

## **Article 4 - Relationship between Maatos, Instructors and End-users**

1. Maatos is not a course provider or educational institution.
2. The Instructors are not employees of Maatos.
3. Maatos is not responsible for the interactions between the Instructors and the End Users, with the exception of providing the technological means by which Instructors can give their courses.
4. Maatos will not be liable for any disputes, claims, losses, injuries or damage of any nature whatsoever arising from the relationship between Instructors and End Users, including, but not limited to, the fact that an End User is dependent on the information provided by the Instructor.

## **Article 5 - Costs with regard to Instructors**

1. Instructors may charge End Users for access to their courses.
2. Maatos may charge Instructors to access certain features and functionalities of the platform and Services. Maatos uses a multilayer subscription structure, as described on [www.maatos.com/pricing](http://www.maatos.com/pricing)
3. Maatos may charge transaction costs, as described in the Instructors' policy.
4. An Instructor will not be allowed access to the part of the platform that requires a prepaid fee, unless and until Maatos receives all fees and expenses to be paid by that Instructor.
5. Instructors may try the platform for free for 30 days.
6. All amounts communicated by Maatos are in euros and exclude VAT or relevant sales tax, unless explicitly stated otherwise.
7. The Instructor is obliged to inform Maatos immediately of any inaccuracies in the payment details stated or provided.
8. Maatos has the right to rectify manifestly erroneous errors in the quotation.
9. Payment must be made in advance by bank transfer, iDeal, credit card, PayPal or MrCash/Bancontact.
10. In the event of invoicing, the invoice must be paid no later than thirty (30) days. During these thirty days, the Services may already be provided.
11. If the Instructor has not paid an invoice sent to him by the due date at the latest, he will automatically be in default, without further notice of default being required. In the event of default of payment by the Instructor, Maatos is entitled to discontinue or suspend all activities to be carried out on behalf of the Instructor with immediate effect, without it being liable to pay compensation to the Instructor in any way whatsoever as a result. The consequences of late payment of invoices, such as a declaration of inadmissibility, are at the expense and risk of the Instructor.
12. In the event of default of payment, the Instructor will owe default interest on outstanding claims of Maatos, whereby a part of a month must be counted as a full month.
13. If, for reasons of its own, Maatos decides to collect a claim for non-payment of one or more unpaid invoices through the courts, the Instructor is obliged, in addition to the principal sum due and the interest referred to in Article 5.12, to reimburse all judicial and extrajudicial costs reasonably incurred. The compensation of judicial and extrajudicial costs incurred will be determined in accordance with the then applicable Decree on compensation for extrajudicial collection costs.
14. In the event of disagreement about the correct scope of what the Instructor owes Maatos, the administrative data of Maatos will be decisive, unless the Instructor provides written proof to the contrary.

## **Article 6 - Cancellation and deletion**

1. Instructor may cancel a subscription by email or within his/her own account.
2. Maatos has the right to terminate immediately if any abuse of the platform is discovered or if a period of four months has elapsed.
3. If the Instructor's Academy is dissolved, Maatos reserves the right to store the content placed on it in backups or on the online platform for internal use or for other purposes.
4. If an online platform is created within thirty days and if no payment is made for it or if the subscription is not renewed, Maatos may remove the platform. Maatos has no obligation to do this automatically, unless explicitly requested to do so.
5. An account may be deleted by the User at any time. If the account is deleted, the course content may no longer be available. Maatos is not responsible for the loss of such content.
6. An account or Academy may be deleted by Maatos in case of three months of inactivity, unless otherwise agreed in writing.
7. If an account or Academy is terminated, Maatos reserves the right to remove the content altogether.

## **Article 7 - User Content**

1. Maatos does not control or monitor the user content and does not warrant the content, reliability, validity, accuracy or veracity of such user content, including but not limited to the content presented through the courses.
2. By using the platform, Users may be exposed to user content that they consider to be offensive or indecent. Maatos has no responsibility to keep such content away from Users and is not liable for access to or use of any user content.
3. Posting, reading and using the content is entirely at the User's own risk.
4. Although Maatos is not obliged to do so, Maatos does have absolute discretion to remove, screen or edit user content posted or stored on the platform and this may be done at any time, and for any reason.
5. Maatos does not own the user content, but has the right to use the user content to the extent necessary to operate the platform and provide the Services, now and in the future.
6. Maatos has the right to use, redistribute, adapt and publish the content.
7. The online platform may contain links to third parties. If the User clicks on these links or uses information via these links, it is entirely at the User's own risk. This provision is further explained in the privacy statement.
8. If a User believes that its own User Content violates any law or regulation, is inaccurate or poses a risk to any third party, it is the User's sole responsibility to take such action as it deems necessary.

9. If a User believes that other content violates any law or regulation, the User must report this to the Instructor. Any charges must be recovered from the Instructor.

### **Article 8 - Users' obligations**

1. Provided that Users comply with the requirements stipulated in these Terms and Conditions, Users are granted a limited, personal, revocable and non-transferable right and license to access and use the Services and the platform.
2. Users are not allowed to:
  - Use Maatos as a means to act in violation of any laws or regulations.
  - Use incorrect information when creating an account.
  - Multiply, publish, resell, use for commercial purposes or otherwise make available to third parties the information obtained through the Services.
  - Infringement of the rights of Maatos and/or third parties, including but not limited to intellectual property rights or rights relating to the protection of privacy.
  - Use viruses or other software that can cause damage to the platform or that are intended to circumvent technical protection measures of the platform and/or the computer systems.
  - To damage the good name and/or interests of Maatos.
  - Create an account in the name of another person.
  - Store or distribute libelous, defamatory or racist information through the platform.
  - Use inappropriate language.
  - Disseminate information in violation of copyrights or place hyperlinks to sound information.
  - To assist others in violating the rights of third parties, such as by placing links to hacking tools or explanations about computer crime that are apparently intended to enable the reader to commit the described criminal behavior and not to be able to defend himself against it.
  - Violate the privacy of third parties, for example by disseminating personal data of third parties without permission or necessity, or by repeatedly harassing third parties with communication that is undesirable by them.
3. If there are problems or reasons to file a claim against Maatos, this must be done within six months of the discovery of the problem or the reason.

### **Article 9 - Interactive zones**

1. User is responsible for the use of interactive zones on the platform and User does this at his/her own risk.
2. The platform or the interactive areas may not be used to send commercial or other messages to a third party, inside or outside the platform, if those messages are not requested, authorised or welcomed by the third party (spam).

3. All information posted by user on the online platform is not confidential and/or patented.
4. By using the online platform, the User agrees that everything that the User places is in accordance with (local) laws or regulations. The user is fully responsible and liable for this.
5. Any use of the interactive areas or other parts of the platform contrary to these general terms and conditions may result in the termination or suspension of the User's rights with regard to the interactive areas and/or the platform.
6. If there is any conflict with these general terms and conditions, there is no right to a refund of the amounts paid.

### **Article 10 - Intellectual property**

1. The user accepts that the platform, structure, concept and software programs belong to the intellectual property rights of Maatos. This does not apply to the material placed by Instructors and End Users.
2. The User is not permitted to reproduce, transform, modify, dismantle, restore to the source code, distribute, rent, lend or make public any part of the platform by any open means of communication whatsoever, unless he or she has obtained written permission from Maatos or unless this is permitted by law.
3. The User is not permitted to remove signs that refer to the intellectual, industrial and other property rights of Maatos. User must not circumvent or manipulate the technical measures implemented by Maatos or third parties in various software programs for the protection of its intellectual property rights.
4. The User and Instructor are not allowed to distribute or use material protected by copyright through the Academy's which violates the intellectual property rights of others. The User and Instructor are liable for any damage resulting from the distribution or use of this material, including any legal costs.
5. Maatos tries to protect the copyright as much as possible, but Maatos is not responsible for the material distributed or used. If you suspect that protected material is being infringed, you may contact us by e-mail.
6. If Maatos receives a claim of unlawful use, the User will be given the opportunity to respond to this claim. If Maatos is of the opinion that the claim is justified, Maatos will remove the user content.
7. If the User provides Maatos with tips, tricks or recommendations, Maatos may freely use these rights, without any form of compensation or recognition for what has been delivered. User waives any claim for compensation or ownership of what is posted on the online platform.

## **Article 11 - Errors and corrections**

1. Maatos reserves the right to change the platform and any services or material offered by Maatos on the platform at its own discretion and without prior notice.
2. Maatos may restrict Users' access to some parts of the platform or the entire platform. This may be the case, for example, in the event of a breach of these general terms and conditions.

## **Article 12 - Disclaimer website**

By using the websites created or owned by Maatos (including but not limited to [maatos.com](http://maatos.com), [maatos.nl](http://maatos.nl)), you agree with this disclaimer. Maatos has the right to change the content of the website and this disclaimer at any time without prior notice to you. The content of the website has been carefully compiled by Maatos, however use of the website is at one's own risk. Maatos will make every effort to keep the content of the website as correct as possible, but does not guarantee that the website will always be correct or complete. Information, including the provision of Services, may contain errors or be out of date. Maatos is not liable for any damage or other negative consequences resulting from the use or inaccessibility of (information on) the website. Any actions you take on the basis of the website or the information provided by Maatos will be for your own account and risk. Based on these errors or outdated information, no agreement can be reached between you and Maatos. If you have a complaint, Maatos would like to hear from you. Send your complaint about the content to [info@maatos.com](mailto:info@maatos.com).

You may use the website, but you cannot claim any Intellectual Property Rights from Maatos or from licensors. Maatos reserves all rights with regard to (the content of) the website. Permission to use the content of the website in publicly accessible locations may be requested at any time at [info@maatos.com](mailto:info@maatos.com).

In the event that Maatos has inadvertently infringed your copyright through the use of articles or images, you may inform Maatos by sending an e-mail to [info@maatos.com](mailto:info@maatos.com). Any articles or images that violate the copyright will then be removed from the website immediately, without Maatos being obliged to pay any compensation.

## **Article 13 - Liability**

1. Maatos is not liable for damage, of any nature whatsoever, as a result of the assumption that it has based itself on incorrect and/or incomplete information provided or concealed by the User, unless Maatos should have been aware of such inaccuracy or incompleteness.
2. Maatos does not guarantee that the platform and/or the Services will be accessible at all times and without interruptions or malfunctions. Maatos is in no way liable or liable to pay damages to the User for any damage resulting from or resulting from the

(temporary) unavailability, the (interim) failure and/or improper operation of the platform and/or the Services.

3. Maatos is not liable if there is a data leak or other malfunction in the system that causes the platform to be unavailable or that could compromise the integrity, confidentiality and availability of the information on the platform.
4. Maatos cannot be held liable for the inaccuracy of information provided on the platform and the resulting damage.
5. Maatos is not liable for damage as a result of the material that is placed on the platform by Instructors or End Users.
6. Maatos is not liable for damages resulting from any unauthorized access to or use of the platform.
7. Maatos is not liable for damage caused by third parties having unauthorized access to the User's account.
8. Maatos is not liable for damage as a result of the failure to arrive or to arrive late at electronic messages.
9. Maatos is never responsible for the loss of data and Maatos cannot be held liable for this by the User.
10. Maatos is not liable for failure to fulfill its obligations arising from the Agreement, or to do so on time, if this is caused by force majeure as referred to in Article 14.
11. The user indemnifies Maatos against all claims from third parties relating to the Services.
12. If Maatos is held liable, it will only be liable for direct damage actually incurred, paid for or suffered by the User due to a demonstrable failure of Maatos' obligations with regard to its Services.
13. The liability of Maatos is limited to the amount paid in the last three months.
14. The limitation of liability as referred to in this article does not apply in the event of intent or willful recklessness on the part of Maatos.
15. This provision does not exclude liability to the extent that liability may not be limited or excluded by law.

#### **Article 14 - Force majeure**

1. If the failure in article 13 is the result of force majeure, Maatos will not be liable for any damage. Force majeure is understood to mean all external causes, beyond the control or control of Maatos, as a result of which timely, complete or correct fulfillment of the Agreement is no longer possible.
2. Force majeure as referred to in the previous paragraph also includes, but is not limited to: non-compliance with a third party, illness of personnel of Maatos itself or a third party, abnormal weather conditions, disruptions in the supply of water and energy, strikes, serious disruptions in the systems of Maatos or of third parties, fire, floods, natural disasters, riots, war or other internal disturbances.

3. In the event of force majeure, performance of the Agreement shall be suspended for as long as the force majeure continues.
4. If the force majeure lasts longer than one month, both parties are entitled to dissolve the Agreement without recourse to the courts. In such a case, Maatos will proceed to reimburse any future amounts paid, less all costs incurred by Maatos in relation to the Agreement.

#### **Article 15 - Exclusion of guarantees**

1. Maatos explicitly excludes explicit and tacit guarantees, promises and indemnities of any nature whatsoever, including but not limited to guarantees, promises and indemnities with regard to the quality, safety, integrity and accuracy of the platform of Maatos and its Services, unless otherwise stipulated in these general terms and conditions.

#### **Article 16 - Confidentiality of data**

1. Each of the parties guarantees that all information received from the other party that is known or should be known to be of a confidential nature shall remain secret. The party receiving confidential information shall only use it for the purpose for which it was provided. Information shall in any case be regarded as confidential if it has been designated as such by one of the parties. Maatos cannot be held to this if the provision of information to a third party is necessary as a result of a judicial decision, a statutory provision or for the correct execution of the Agreement.

#### **Article 17 - Identity of Measure**

1. Maatos is registered with the Chamber of Commerce under number 73843938 and has the following VAT identification number. Maatos has its registered office at Amstelveenseweg 63-IV (1075VV) in Amsterdam.
2. Maatos can be reached by e-mail via [info@maatos.com](mailto:info@maatos.com).

#### **Article 18 - Applicable law and competent court**

1. The legal relationship between Maatos and the Instructor/ User is governed by Dutch law.
2. All disputes that may arise between Maatos and the Instructor will be settled by the competent court in Amsterdam.

#### **Article 19 - Amendment of these terms and conditions**

1. These general terms and conditions have been drawn up by Maatos. Maatos may amend and revise the general terms and conditions.
2. Any changes to the general terms and conditions shall be effective immediately upon posting and shall apply thereafter to access to and use of the platform.

**Article 20 - Final provisions**

1. These general terms and conditions can be found at <https://maatos.com/terms-and-conditions/>.