



# NavIncerta Online Courses

*Terms and Conditions*

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**NavIncerta**  
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These terms and conditions apply to Online Courses provided by NavIncerta, Oude Delft 71F, 2611 BC Delft, The Netherlands, registration number at the Dutch Chamber of Commerce (Kamer van Koophandel) 63830396, with the specific exclusion of any of Client's terms and conditions.

The Terms of this agreement which will be legally binding after the User has enrolled in an Online Course by submitting the Registration Form available on the Website.

NavIncerta reserves the right to amend the Terms if required, which will bind Users who commence an Online Course after amended Terms have been published on the Website.

## 1 Definitions

"Alumni Forum" means a closed internet discussion forum within the LMS open to Users who have successfully completed an Online Course.

"Client" means the User (the individual) or the organization to which the User professionally belongs.

"Confidential Information" means information provided by one Party to another in written, graphic, recorded, machine-readable or other form concerning the business, clients, suppliers, finances and other areas of the disclosing party's business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing Party.

"Course Materials" means the information provided by NavIncerta to accompany an online course provided, including all information delivered through the LMS as well as through teleconferences and any related correspondence.

"Data" are User details provided by means of the Registration Form and additional personal information that may be provided by the User within the LMS.

"Fees" means the fees to be paid by the Client to NavIncerta to gain access to an Online Course.

"LMS" means learning management system, the software platform that serves as a host for the Online Courses.

"Intellectual Property Rights" means copyright, rights in or relating to databases, patent rights, performers' rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

"Online Course" means the delivery by NavIncerta of a Course via internet and as listed on the NavIncerta Website, including the Course Materials and linked communications.

"Party" is either NavIncerta or the Client.

"Registration Form" is the form available on the Website which will enable a User to sign up for an Online Course.

"Teacher" means a qualified individual and subject matter expert assigned by NavIncerta to assist Users of an Online Course.

"Terms" are these general terms and conditions.

"User" means the individual who accesses the Online Course through the LMS.

"Website" means [www.navincerta.com](http://www.navincerta.com)

## 2 The Online Courses

2.1. Descriptions of the Online Courses are available on NavIncerta's Website. NavIncerta will deliver these Online Courses with reasonable care and skill in accordance with the descriptions set out on the Website and these Terms.

2.2. An Online Course is composed of the following elements:

- The videos, lessons, assignments, quizzes and supplementary reading as provided through the LMS.
- The option to ask questions and clarifications by means of an in-course open Q&A forum.
- The option to ask questions directly to the Teacher of the Online Course through the course messaging system.
- Participation in Q&A teleconferences hosted by the Teacher from time to time.
- Enrolment in the Alumni Forum of the Online Course after satisfactory completion of the course.

2.3. NavIncerta reserves the right to apply minor modifications or corrections to a live Online Course whilst ensuring that active Users are not affected.

2.4 Major modifications or further development of an Online Course will result in a new version becoming available for purchase. This will not affect Users of a current version who will also not gain access to any new material other than through what may be offered on the Alumni Forum of the Online Course.

## 3 Availability, Ordering and Duration

3.1. In order to purchase a Course, the Client must submit the Registration Form.

3.2. It is also possible to request the purchase of an Online Course for multiple individuals in one go. The Client may enquire with [info@navincerta.com](mailto:info@navincerta.com) about the procedure for this option.

3.3. Following purchase of an Online Course, the User will get access for a period of 60 calendar days, unless specified or agreed otherwise. Two weeks before expiry of this period the User will get a notification by email.

3.4. NavIncerta reserves the right to temporarily suspend new enrolments for the purpose of managing holiday periods, to mitigate capacity issues or for other reasons, subject to announcement on the Website.

## 4 Fees

4.1. The Fees for the Online Courses shall be as set out on the Website unless agreed otherwise and are exclusive of VAT.

4.2. The Fees can be subjected to VAT depending on the country of residence of the User.

4.3. The Fees as stated on the Website are specified in Euros. On the Website an indicative amount in the local currency of the visiting IP address is provided for information. NavIncerta cannot be held accountable for the correctness of the conversion information displayed.

4.4. After receipt of the Registration Form, NavIncerta will 1) provide access to the requested Online Course within 48 hours and 2) send an invoice by electronic mail.

4.5. The invoice shall be paid by the Client within 14 days. If the payment is not received within the set time period, NavIncerta reserves the right to close the Online Course for the User until receipt of payment.

4.6. Any fees charged by the bank or credit card provider for the purpose of executing the payment are for the account of Client.

4.7. The Client shall be responsible for all costs incurred by the User in connection with the User's access onto any Online Course or participation in associated teleconferences.

## 5 User requirements and obligations

5.1. The User must have available a computer system, access to the internet, a web browser and Office applications to read files in pdf, Word and Excel format.

5.2. The internet connection must be of sufficient quality to allow efficient access to the LMS, download materials and watch the videos.

## 6 Online Course Delivery

6.1. The User will be assigned to a Teacher who will be available for the duration of the User's participation in the Online Course, with restrictions as set out below.

6.2. The Teacher will respond to messages using the internal Online Course messaging system on a best endeavour's basis.

6.3. The Teacher will host teleconferences to discuss questions and topics as may have been raised through the Q&A Forum of the Online Course, through individual messages or triggered otherwise. The timing and frequency will depend on progress being made by parallel Users assigned to the Teacher as well as time zone considerations. Although the planning and scope of these teleconferences is flexible, a User should expect to have the option to participate in a

teleconference at least twice during the period that the User has access to the Online Course (assuming a default of 60 calendar days).

6.4. Teleconferences will be announced in the News Forum of the Online Course. The Teacher will advise the method of delivery. Users should expect to use a web browser possibly in combination with telephone (local call) for this purpose. It is the responsibility of the User to ensure that access to the Teleconference platform is possible.

6.5. The Teacher may be offline for the maximum period of a week. This will be announced in the News Forum of the Online Course.

6.6. The Teacher may assign his duties to another similarly qualified individual, subject to announcement in the News Forum of the Online Course.

6.7. The Teacher will grade the assignment submissions of Users and provide commentary.

## **7 Completion of an Online Course**

7.1. A User is deemed to have completed an Online Course satisfactorily when:

- The User has gone through all videos and lesson modules and manually marked these items as complete; and
- The User has submitted all assignments and the Teacher has assessed that on aggregate the submissions were satisfactory; and
- The User has completed the Course Evaluation.

7.2. The User should notify the Teacher of the course completion. The Teacher will subsequently ensure that the User receives by electronic mail a NavIncerta Certificate of Completion for the Online Course (pdf-format) and that the User is enrolled in the Alumni Forum of the Online Course (unless User has indicated that he or she has no interest in such).

## **8 Liability**

8.1. No part of the provision of the Online Courses shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of investment advice.

8.2. Although NavIncerta aims to deliver the Online Courses to the highest standards of the industry, neither it, nor its Teachers accept any liability for (i) any inaccuracy or misleading information provided in the Course Materials and any reliance by User on any such information, (ii) any loss or corruption of data, (iii) any direct damage and/or (iv) any other indirect, special or consequential loss such as, but not limited to loss of anticipated profit, revenue or goodwill arising from any breach of the Terms of this Agreement and/or the implementation by User of the content of the Online Course; Client shall hold NavIncerta and any Teacher harmless from

and indemnified (including in respect of any third party claim) in respect of any such damage or loss.

8.3. Except to the extent that they are expressly set out in these Terms, no conditions, warranties or other terms shall apply to the Online Course (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

8.4. Without prejudice to clause 8.2, NavIncerta's total liability arising from or in connection with these Terms and in relation to anything which NavIncerta may have done or not done in connection with these Terms and the delivery of the Online Courses (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by NavIncerta in connection with the relevant Online Course in relation to which a dispute has arisen.

## 9 Copyright

9.1. The User is not authorised to: (i) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit, share with others or distribute any of the Course Materials without prior written permission from NavIncerta; (ii) record on video or audiotape, relay by videophone or other means elements of the Online Course or Teleconferences; (iii) use the Course Materials in the provision of any other course or training whether given by NavIncerta or any third party trainer; (iv) remove any copyright or other notice of NavIncerta on the Course Materials;

Breach by Client of this clause 9.1 shall allow NavIncerta to immediately terminate these Terms with Client and cease to provide Client access to the Online Courses.

9.2. In consideration of the Fees paid by the Client, NavIncerta grants to the User a limited, non-transferable, non-exclusive licence to use the Course Materials in respect of the Online Course for the purpose of completing the Online Course as well as to safekeep and use spreadsheet models and printable pdfs as made available within the Course Materials for the User's personal reference.

## 10 Confidentiality

10.1. Each Party shall keep the other Party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these Terms, and shall return it on demand and not retain copies of it.

10.2. Either Party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

10.3. This clause shall continue notwithstanding termination of these Terms.

## 11 Termination

11.1. NavIncerta shall be entitled to terminate these Terms and cease to provide the User with any access to the Online Course(s) with immediate effect in the event that the User or Client: i) fails to pay when due the Fees; ii) or act in an aggressive, bullying, offensive, threatening or harassing manner towards the Teacher or any other individual associated with NavIncerta, or any other parallel User of the Online Course, on Forums, teleconferences or otherwise; iii) or cheat or plagiarise any work which you are required to prepare or submit in connection with the Online Course; iv) or is in breach of these Terms.

11.2. On termination clauses 8 (Liability), 9 (Copyright), and 10 (Confidentiality) shall continue notwithstanding such termination.

## 12 Assignment

12.1 An Online Course provided by NavIncerta under these Terms is personal to the User and cannot be transferred or assigned to any other person.

12.2 NavIncerta shall be entitled to assign these Terms to any other party professional in the field of the provision of teaching services without prior notice.

## 13 Entire Agreement

These Terms, together with the Website information are the entire agreement between the Parties and supersede any prior agreements and arrangements, whether written or oral. The Client confirms that Client has not relied on any representations in entering into these and any other terms and conditions with us.

## 14 Force Majeure

NavIncerta shall not be liable to Client for any breach of its obligations or termination under these Terms arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcano eruptions and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a Course caused by a death in the Teacher's family, illness of the Teacher, Government edict or regulation.

## 15 Data Protection

15.1 The nature of the Online Courses provided by NavIncerta means that NavIncerta will obtain and use certain information about the User ("Data"). This statement sets out the principles governing NavIncerta's use of Data.

15.2 When the User registers with NavIncerta the User will need to provide certain Data such as User's email address and contact details. NavIncerta will store these Data and use them to contact the User, provide the User with details of the Online Courses and otherwise as required during the normal provision of the Course.

15.3 NavIncerta will not pass any personal Data onto anyone outside of NavIncerta.

15.4. NavIncerta uses information such as the User's User ID, session identifiers and password to enable it to identify whether the User is using NavIncerta's Courses, assist with the provision of an Online Course and to ensure that the User has access to relevant products.

15.5. NavIncerta endeavours to take all reasonable steps to protect the User's personal Data including the use of encryption technology, but cannot guarantee the security of any Data disclosed. The User accepts the inherent security implications of being and transacting on-line over the internet and shall not hold NavIncerta responsible and liable for any breach of security.

## **16 Law and Jurisdiction**

This Agreement is exclusively subject to Dutch law and the parties submit to the exclusive jurisdiction of the Dutch courts in connection with any dispute hereunder; the language of the proceedings will be English or Dutch.