



# NavIncerta

*Terms and Conditions*

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**NavIncerta**  
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These terms and conditions apply to Online Courses, Virtual Learning Labs and Virtual Workshops provided by NavIncerta, Oude Delft 71F, 2611BC 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 Participant has enrolled in an Online Course, Virtual Learning Lab or Virtual Workshop by submitting the Registration Form available on the Website.

NavIncerta reserves the right to amend the Terms if required, which will bind Participants who commence an Online Course, Virtual Learning Lab or Virtual Workshop after amended Terms have been published on the Website.

## 1 Definitions

"Alumni Forum" means a closed internet discussion forum within the LMS open to Participants who have successfully completed an Online Course, Virtual Learning Lab or Virtual Workshop.

"Client" means the Participant (the individual) or the organization to which the Participant 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 Online Course Materials and Expert Lecture 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.

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

"Expert Lecture Materials" means the information provided by NavIncerta or an Expert at a Virtual Expert Lecture.

"Fees" means the fees to be paid by the Client to NavIncerta to gain access to an Online Course or participate in an Virtual Learning Lab or Virtual Workshop.

"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.

"Online 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 discussions and any related correspondence.

"Party" is either NavIncerta or the Client.

"Registration Form" is the form available on the Website which will enable a Participant to sign up for an Online Course, Virtual Learning Lab or Virtual Workshop.

“Teacher” means a qualified individual and subject matter expert assigned by NavIncerta to assist Participants of an Online Course.

“Terms” are these general terms and conditions.

“Virtual Learning Lab” means a combination of access to Online Course Materials, Virtual Expert Lectures and Check-In Sessions.

“Virtual Workshop” means a combination of access to Online Course Materials, attendance of Virtual Expert Lectures and participation in group work as facilitated by NavIncerta.

“Participant” means the individual who is signed up for an Online Course, Virtual Learning Lab or Virtual Workshop.

“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.
- 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 Participants 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 Participants 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 The Virtual Learning Labs**

3.1. Descriptions of the Virtual Learning Labs are available on NavIncerta’s Website. NavIncerta will deliver these Virtual Learning Labs with reasonable care and skill in accordance with the descriptions set out on the Website and these Terms.

3.2. A Virtual Learning Lab is composed of the following elements:

- Access to an Online Course as described in Article 2., but for a fixed and pre-programmed period.
- Virtual Expert Lectures programmed at fixed dates and times.
- Optional Check-In Sessions at fixed dates and times.
- Enrolment in the Alumni Forum after satisfactory completion of the Lab.

3.3. NavIncerta reserves the right to adapt the published schedule of the Virtual Learning Lab in consultation with the Participants should circumstances require this. NavIncerta will not make schedule changes without good reasons.

## 4 The Virtual Workshops

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

4.2. A Virtual Workshop is composed of the following elements:

- Access to an Online Course as described in Article 2., but for a fixed and pre-programmed period.
- Virtual Expert Lectures, if included, programmed at fixed dates and times.
- Group work assignments facilitated by NavIncerta.
- Enrolment in the Alumni Forum after satisfactory completion of the Workshop.

4.3. NavIncerta reserves the right to adapt the published schedule of the Virtual Workshop in consultation with the Participants should circumstances require this. NavIncerta will not make schedule changes without good reasons.

## 5 Ordering and Cancellation

5.1. In order to purchase an Online Course, Virtual Learning Lab or Virtual Workshop the Client must submit the Registration Form.

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

5.3. Following purchase of an Online Course, the Participant will get access for a period of 90 calendar days, unless specified or agreed otherwise. Two weeks before expiry of this period the Participant will get a notification by email.

5.4. The purchase of an Online Course cannot be cancelled. Participant can request to change the start date of access to the Online Course. Participant can also re-assign access to another person.

5.5. After purchase of participation in a Virtual Learning Lab or a Virtual Workshop the following cancellation rules apply: cancellation up to one month before the start of the Virtual Learning Lab or Virtual Workshop results in a full refund, cancellation between one month and two weeks before the start half of the fee will be refunded. As from two weeks before the start of the Virtual Learning Lab or Virtual Workshop no cancellation is possible.

5.6. Participant can re-assign participation to another person before the start of the Virtual Learning Lab or Virtual Workshop.

5.7. 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.

## **6 Fees**

6.1. The Fees for the Online Courses, Virtual Learning Labs and Virtual Workshops shall be as set out on the Website unless agreed otherwise and are exclusive of VAT.

6.2. The Fees can be subjected to VAT depending on the country of residence of the Participant.

6.3. The Fees as stated on the Website are specified in Euros, but may also be offered in other currencies.

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

6.5. After receipt of the Registration Form for a Virtual Learning Lab or Virtual Workshop, NavIncerta will confirm enrolment and will send an invoice once a sufficient number of registrations has been received.

6.6. 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 Participant until receipt of payment.

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

6.8. The Client shall be responsible for all costs incurred by the Participant in connection with the Participant's access onto any Online Course or participation in live sessions.

## **7 Participant requirements and obligations**

7.1. The Participant 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.

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

## **8 Online Course Delivery and Completion**

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

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

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

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

8.5. The Teacher will grade the assignment submissions of Participants and provide commentary.

8.6. A Participant is deemed to have completed an Online Course satisfactorily when:

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

8.7. The Participant should notify the Teacher of the course completion.

8.8. After completion of the Online Course by Participant, the Teacher will ensure that the Participant receives by electronic mail a NavIncerta Certificate of Completion for the Online Course (pdf-format) and that the Participant is enrolled in the Alumni Forum of the Online Course (unless Participant has indicated that he or she has no interest in such).

## **9 Delivery of Virtual Learning Lab and Completion**

9.1. Articles 8.1. through 8.5 apply.

9.2. Participant is expected to attend the Virtual Expert Lectures and complete the associated quiz.

9.3. Participant may choose to attend the Check-In Sessions.

9.4. A Participant is deemed to have completed an Virtual Learning Lab satisfactorily when:

- The Participant has gone through all videos, lesson modules and quizzes of the Online Course and manually marked these items as complete; and
- The Participant has submitted all assignments and the Teacher has assessed that on aggregate the submissions were satisfactory; and
- The Participant has attended the Virtual Expert Lectures and completed the quizzes.
- The Participant has completed the Virtual Learning Lab Evaluation.

## **10 Delivery of Virtual Workshop and Completion**

10.1. Articles 8.1. through 8.5 apply.

10.2. Participant is expected to attend the Virtual Expert Lectures and complete the associated quiz if these are offered as part of the Workshop.

10.3. Participant is expected to contribute to the group work.

10.4. A Participant is deemed to have completed an Virtual Workshop satisfactorily when:

- The Participant has gone through all videos, lesson modules and quizzes of the Online Course and manually marked these items as complete; and
- The Participant has submitted all assignments and the Teacher has assessed that on aggregate the submissions were satisfactory; and
- The Participant has attended the Virtual Expert Lectures, if any, and completed the quizzes.
- The Participant has contributed to the group work.
- The Participant has completed the Virtual Workshop Evaluation.

## **11 Liability**

11.1. No part of the provision of the Online Courses, Virtual Learning Labs or Virtual Workshops shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of investment advice.

11.2. Although NavIncerta aims to deliver the Online Courses, Virtual Learning Labs and Virtual Workshops to the highest standards of the industry, neither it, nor its Teachers or Experts accept

any liability for (i) any inaccuracy or misleading information provided in the Course Materials or Lecture Materials and any reliance by Participant 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 Participant of the content of the Online Course, Virtual Learning Lab or Virtual Workshop; Client shall hold NavIncerta and any Teacher or Experts harmless from and indemnified (including in respect of any third party claim) in respect of any such damage or loss.

11.3. 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, Virtual Learning Labs or Virtual Workshops (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

11.4. Without prejudice to clause 11.2, 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, Virtual Learning Labs and Virtual Workshops (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, Virtual Learning Lab or Virtual Workshop in relation to which a dispute has arisen.

## 12 Copyright

12.1. The Participant 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 Online Course Materials or Expert Lecture 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 Virtual Lectures; (iii) use the Online Course Materials or Lecture 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 Online Course Materials or Lecture Materials;

Breach by Client of this clause 12.1 shall allow NavIncerta to immediately terminate these Terms with Client and cease to provide Client access to the Online Courses, Virtual Learning Labs or Virtual Workshops.

12.2. In consideration of the Fees paid by the Client, NavIncerta grants to the Participant a limited, non-transferable, non-exclusive licence to use the Online 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 Online Course Materials for the Participant's personal reference.



## 13 Confidentiality

13.1. 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.

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

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

## 14 Termination

14.1. NavIncerta shall be entitled to terminate these Terms and cease to provide the Participant with any access to the Online Course(s) with immediate effect in the event that the Participant 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 Participant 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.

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

## 15 Assignment

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

15.2 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.

## 16 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.

## 17 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.

## 18 Data Protection

18.1 The nature of the Online Courses, Virtual Learning Labs and Virtual Workshops provided by NavIncerta means that NavIncerta will obtain and use certain information about the Participant ("Data"). This statement sets out the principles governing NavIncerta's use of Data.

18.2 When the Participant registers with NavIncerta the Participant will need to provide certain Data such as Participant's email address and contact details. NavIncerta will store these Data and use them to contact the Participant, provide the Participant with details of the Online Courses, Virtual Learning Labs or Virtual Workshops and otherwise as required.

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

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

18.5. NavIncerta endeavours to take all reasonable steps to protect the Participant's personal Data including the use of encryption technology, but cannot guarantee the security of any Data disclosed. The Participant 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.

## 19 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.