

## General Terms and Conditions Learn2speak Dutch

E. Alexiadou, trading under the name Learn2speak Dutch (hereinafter: Learn2speak Dutch), is registered with the Chamber of Commerce under number 69678979 and located at Laan van Brabant 30 (4701BK) in Roosendaal.

### Article 1 – Definitions

In these general terms and conditions, the following terms are used in the following meanings, unless explicitly stated otherwise.

1. **Offer:** any offer or quotation to the Client for the provision of Services by Learn2speak Dutch.
2. **Company:** The natural or legal person acting in the course of a profession or business.
3. **Consumer:** The natural person who is not acting in the course of a profession or business
4. **Services:** The Services offered by Learn2speak Dutch are courses related to the Dutch language, both in groups and individually.
5. **Service Provider:** E. Alexiadou, trading under the name Learn2speak Dutch, established under Dutch law, based in the Netherlands and offering Services to the Client, hereinafter referred to as: Learn2speak Dutch.
6. **Client:** the natural or legal person acting in the course of their profession or business who has appointed Learn2speak Dutch, has awarded projects to Learn2speak Dutch for Services to be performed by Learn2speak Dutch, or to whom Learn2speak Dutch has made a proposal based on an Agreement.
7. **Agreement:** any Agreement and other obligations between the Client and Learn2speak Dutch, as well as proposals from Learn2speak Dutch for Services provided by Learn2speak Dutch to the Client and accepted by the Client and executed by Learn2speak Dutch, with which these general terms and conditions form an indivisible whole.

### Article 2 – Applicability

1. These general terms and conditions apply to every Offer made by Learn2speak Dutch, every Agreement between Learn2speak Dutch and the Client, and every Service offered by Learn2speak Dutch.



2. Before an Agreement is concluded, the Client will be provided with these general terms and conditions. If this is not reasonably possible, Learn2speak Dutch will inform the Client of the manner in which the Client can view the general terms and conditions.
3. Deviations from these general terms and conditions are not possible. In exceptional situations, deviations from the general terms and conditions are possible to the extent agreed in writing with Learn2speak Dutch.
4. These general terms and conditions also apply to additional, amended and follow-up orders from the Client.
5. The Client's general terms and conditions are excluded.
6. If one or more provisions of these general terms and conditions are or become partially or wholly invalid or void, the remaining provisions of these general terms and conditions will remain in force, and the invalid/void provision(s) will be replaced by a provision with the same meaning as the original provision.
7. Any ambiguities regarding the content, interpretation or situations not covered by these general terms and conditions shall be assessed and interpreted in accordance with the spirit of these general terms and conditions.
8. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code is expressly excluded.
9. Where these general terms and conditions refer to she/her, this shall also be understood as a reference to he/him/his, if and insofar as applicable.
10. In the event that Learn2speak Dutch has not always demanded compliance with these general terms and conditions, it retains its right to demand full or partial compliance with these general terms and conditions.

## Article 3 – The Offer

1. All offers made by Learn2speak Dutch are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be expressly stated in the Offer.
2. Learn2speak Dutch is only bound by an Offer if it is confirmed in writing by the Client within 30 days. Nevertheless, Learn2speak Dutch has the right to refuse an Agreement with a (potential) Client for a reason that is valid for Learn2speak Dutch.
3. The offer contains a description of the Services offered. The description is sufficiently detailed to enable the Client to make a proper assessment of the offer. Any information contained in the offer is merely indicative and cannot be used as grounds for any compensation or termination of the Agreement.
4. Offers or quotations do not automatically apply to follow-up assignments.
5. Delivery times in Learn2speak Dutch's Offer, are in principle indicative and do not entitle the Client to termination or compensation if they are exceeded, unless expressly agreed otherwise.



## Article 4 - Conclusion of the Agreement

1. The Agreement is concluded at the moment that the Client accepts an Offer or Agreement from Learn2speak Dutch by giving an unambiguous agreement to the Offer by email.
2. Learn2speak Dutch has the right to revoke the (signed) Agreement within 5 working days of receiving the acceptance.
3. Learn2speak Dutch is not bound by an Offer if the Client could reasonably could have expected or should have understood that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this mistake or error.
4. If the Client cancels an order that has already been confirmed, the costs actually incurred (including the time spent) will be charged to the Client.
5. Any Agreement entered into with Learn2speak Dutch or any project assigned to Learn2speak Dutch by the Client, is based on the company and not on any individual person associated with Learn2speak Dutch.
6. The right of withdrawal of the Client being a Company is excluded, unless otherwise agreed. The Client being a Consumer has the right of withdrawal during the statutory period of 14 days, unless Learn2speak Dutch has already commenced the Services with the Client's consent. By giving this consent, the Client waives its right of withdrawal.
7. If the Agreement is entered into by multiple Clients, each Client is separately and jointly and severally liable for the fulfilment of all obligations arising from the Agreement.

## Article 5 – Term of the Agreement

1. The Agreement is entered into for a fixed term, unless the content, nature or scope of the assignment implies that it has been entered into for an indefinite period. The duration of the assignment also depends on external factors, including, but not limited to, the quality and timely delivery of the information that Learn2speak Dutch obtains from the Client.
2. Learn2speak Dutch can offer its services in packages. During these packages, Learn2speak Dutch will teach the Client one hour per week, supplemented with video lessons. Learn2speak Dutch also offers individual lessons.
3. Both the Client and Learn2speak Dutch may terminate the Agreement on the grounds of an attributable failure to comply with the Agreement if the other party has been given written notice of default and has been given a reasonable period of time to comply with its obligations and it still fails to comply with its obligations correctly. This also includes the Client's payment and cooperation obligations.
4. The termination of the Agreement does not affect the Client's payment obligations insofar as Learn2speak Dutch has already performed work or delivered services at the time of termination. The Client must pay the agreed fee.



5. In the event of early termination of the Agreement, the Client shall owe the total price for the services as agreed in the Agreement with Learn2speak Dutch. The Client is free to temporarily suspend the Agreement at any time.
6. Both the Client and Learn2speak Dutch may terminate the Agreement in whole or in part with immediate effect in writing without further notice of default if one of the parties is in suspension of payments, has filed for bankruptcy or the company in question is terminated due to liquidation. If a situation as described above arises, Learn2speak Dutch is never obliged to refund any money already received and/or pay compensation.

## Article 6 - Provision of services

1. Learn2speak Dutch will endeavour to provide the agreed service with the utmost care, as may be expected of a good service provider. Learn2speak Dutch guarantees professional and independent service provision. All Services are performed on the basis of a best-efforts obligation, unless a result has been explicitly agreed in writing and described in detail.
2. The Agreement on the basis of which Learn2speak Dutch performs the Services, is decisive for the scope and extent of the services. The Agreement will only be performed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.
3. The information and data provided by the Client form the basis on which the Services offered by Learn2speak Dutch and the prices are based. Learn2speak Dutch has the right to adjust its services and prices if the information provided proves to be incorrect and/or incomplete.
4. When performing the Services, Learn2speak Dutch is not obliged or required to follow the Client's instructions if this would result in a change to the content or scope of the agreed Services. If the instructions result in additional work for Learn2speak Dutch, the Client is obliged to reimburse the additional costs accordingly on the basis of a new quotation.
5. Learn2speak Dutch is entitled to engage third parties at its own discretion for the performance of the Services.
6. If the nature and duration of the assignment so require, Learn2speak Dutch will keep the Client informed of the progress in the meantime, through the agreed method.



7. The performance of the Services is based on the information provided by the Client. If the information needs to be changed, this may have consequences for any established schedule. Learn2speak Dutch is never liable for adjusting the schedule. If the start, progress or delivery of the Services is delayed because, for example, the Client has not provided all the requested information, or has not provided it on time or in the desired format, provides insufficient cooperation, an advance payment has not been received by Learn2speak Dutch on time, or there is a delay due to other circumstances that are at the expense and risk of the Client, Learn2speak Dutch is entitled to a reasonable extension of the delivery period. All damage and additional costs resulting from delays due to causes as mentioned above are at the expense and risk of the Client.

## Article 7 - Obligations of the Client

1. The Client is obliged to provide all information requested by Learn2speak Dutch, as well as relevant attachments and related information and data, in a timely manner and/or before the commencement of the work and in the desired form for the purpose of the correct and effective execution of the Agreement. Failure to do so may result in Learn2speak Dutch being unable to fully execute and/or deliver the relevant documents. The consequences of such a situation shall at all times be at the expense and risk of the Client.
2. Learn2speak Dutch is not obliged to check the accuracy and/or completeness of the information provided to it or to update the Client with regard to the information if it has changed over time, nor is Learn2speak Dutch responsible for the accuracy and completeness of the information compiled by Learn2speak Dutch for third parties and/or provided to third parties within the framework of the Agreement.
3. Learn2speak Dutch may, if necessary for the performance of the Agreement, request additional information. In the absence of such information, Learn2speak Dutch is entitled to suspend its activities until the information has been received, without being obliged to pay any compensation whatsoever to the Client. In the event of changed circumstances, the Client must notify Learn2speak Dutch immediately, or at the latest 3 working days after the change has become known.

## Article 8 – Company language course

1. If instructed to do so, Learn2speak Dutch can provide language courses for the Client in groups or privately.



2. The course will take place at the Client's location or at a location to be determined by Learn2speak Dutch. If the course takes place at the Client's location, the Client is obliged to make the facilities required for the coaching available in good time. If a course cannot take place or is delayed because the Client has not fulfilled the aforementioned obligation, all consequences thereof shall be at the expense and risk of the Client. Learn2speak Dutch is also entitled to give instructions regarding the suitability of the location and the facilities available, before the start of the course.
3. The course can also take place online via a video connection platform chosen by Learn2speak Dutch.
4. The content of the course offered by Learn2speak Dutch and the advice given during the course, are not binding and are only advisory in nature, but Learn2speak Dutch will observe its duties of care. The course will be tailored as far as possible to the wishes of the Client and the needs of the participant(s) concerned.
5. The Client shall notify Learn2speak Dutch in writing prior to the start of the course of all circumstances that are, or may be relevant, including any points and priorities to which the Client wishes attention to be paid.
6. Learn2speak Dutch is entitled to cancel the course or reschedule it to another date if there are too few registrations. It is solely at the discretion of Learn2speak Dutch to reschedule the course. If the Client is not available on the new date, the Client is entitled to a pro rata refund of any money already paid or may participate in the course on another date. The parties will consult on this matter. If there are too many registrations, Learn2speak Dutch is entitled to divide the course into several sessions. If applicable, the aforementioned situation will be discussed with the Client in good time.
7. If the Client is absent during a group course, the Client cannot make up the group course and is not entitled to a refund of any money paid. If this has been expressly agreed with Learn2speak Dutch, Learn2speak Dutch can provide the Client with recorded course material once the course has ended.
8. Learn2speak Dutch may give the Client homework assignments. The Client is not obliged to complete the homework assignments, but this is recommended. Learn2speak Dutch will check the homework assignments as soon as possible, but no later than two weeks after they have been handed in.
9. If the Client wishes to receive additional practice material and homework assignments, the Client will be required to pay an additional fee as described in the following article.



## Article 9 - Additional work and changes

1. If, during the execution of the Agreement, it becomes apparent that the Agreement needs to be amended, or if, at the request of the Client, further work is required to achieve the desired result for the Client, the Client is obliged to pay for this additional work in accordance with the agreed rate. Learn2speak Dutch is not obliged to comply with this request and may require the Client to enter into a separate Agreement and/or refer the Client to an authorised third party.
2. If the additional work is the result of negligence on the part of Learn2speak Dutch, if Learn2speak Dutch has made an incorrect assessment or if the work in question could reasonably have been foreseen, these costs will not be charged to the Client.

## Article 10 - Prices and payment

1. All prices are exempt from VAT.
2. Learn2speak Dutch provides its services in accordance with the agreed rate.
3. Travel time on behalf of the Client and travel-related costs will be charged to the Client. These costs are deemed to be included in the price.
4. The Client is obliged to reimburse in full the costs of third parties engaged by Learn2speak Dutch after approval by the Client, unless expressly agreed otherwise.
5. The parties may agree that the Client must pay an advance. If an advance has been agreed, the Client must pay the advance before the service is commenced.
6. The Client cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.
7. Learn2speak Dutch is entitled to periodically increase the applicable prices and rates when offering a new language course in line with the applicable inflation rates. Other price changes during the Agreement are only possible if and insofar as these are expressly laid down in the Agreement.
8. The Client must pay these costs in full, without set-off or suspension, within the payment term stated on the invoice and as communicated, to the account number and details of Learn2speak Dutch.
9. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or a request for payment against the Client, the payment and all other obligations of the Client under the Agreement shall become immediately due and payable.





## Article 11 - Collection policy

1. If the Client fails to meet its payment obligation and has not fulfilled its obligation within the specified payment term of 14 days, the Client, being a Company, will be in default by operation of law. The Client, being a Consumer, will first receive a written reminder with a period of 14 days after the date of the reminder to still fulfil the payment obligation, accompanied by a statement of the extrajudicial costs if the Consumer does not fulfil its obligations within that period, before it is in default.
2. From the date on which the Client is in default, Learn2speak Dutch will be entitled, without further notice of default, to the statutory commercial interest from the first day of default until full payment, and compensation for extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, calculated according to the scale set out in the Decree on Compensation for Extrajudicial Collection Costs of 1 July 2012.
3. If Learn2speak Dutch has incurred additional or higher costs that are reasonably necessary, these costs will be eligible for reimbursement. The Client will also be responsible for all legal and enforcement costs incurred.

## Article 12 - Privacy, data processing and security

1. Learn2speak Dutch handles the Client's (personal) data with care and will only use it in accordance with the applicable standards. If requested, Learn2speak Dutch will inform the person concerned about this.
2. The Client is responsible for the processing of data that is processed using a service provided by Learn2speak Dutch. The Client also guarantees that the content of the data is not unlawful and does not infringe on any rights of third parties. In this context, the Client indemnifies Learn2speak Dutch against any (legal) claims related to this data or the execution of the Agreement.
3. If Learn2speak Dutch is required to provide security for information based on the Agreement, this security will comply with the agreed specifications and a level of security that is not unreasonable, given the state of the art, the sensitivity of the data and the associated costs.

## Article 13 - Suspension and termination

1. Learn2speak Dutch has the right to retain the data, data files and other items received or created by it, if the Client has not yet fulfilled its payment obligations (in full). This right remains in full force if Learn2speak Dutch has a valid reason that justifies suspension in that case.
2. Learn2speak Dutch is authorised to suspend the fulfilment of its obligations as soon as the Client is in default of any obligation arising from the Agreement, including late payment of its invoices. The suspension will be confirmed to the Client in writing immediately.





3. In that case, Learn2speak Dutch shall not be liable for any damage, on any grounds whatsoever, resulting from the suspension of its activities.
4. The suspension (and/or termination) shall not affect the Client's payment obligations for work already performed. Furthermore, the Client shall be obliged to compensate Learn2speak Dutch for any financial loss suffered by Learn2speak Dutch as a result of the Client's failure to perform.

## Article 14 – Force majeure

1. Learn2speak Dutch is not liable if it is unable to fulfil its obligations under the Agreement as a result of a force majeure situation.
2. Force majeure on the part of Learn2speak Dutch is in any case understood to mean, but is not limited to: (i) force majeure on the part of Learn2speak Dutch's suppliers, (ii) the failure of suppliers prescribed or recommended to Learn2speak Dutch by the Client or its third parties to properly fulfil their obligations, (iii) defects in software or any third parties involved in the performance of the service, (iv) government measures, (v) failure of electricity, internet, data network and/or telecommunications facilities, (vi) illness of employees of Learn2speak Dutch or consultants engaged by it, and (vii) other situations which, in the opinion of Learn2speak Dutch, are beyond its control and which temporarily or permanently prevent it from fulfilling its obligations.
3. In the event of force majeure, both Parties have the right to terminate the Agreement in whole or in part. In that case, all costs incurred prior to the termination of the Agreement will be paid by the Client. Learn2speak Dutch is not obliged to compensate the Client for any losses caused by such termination.

## Article 15 - Limitation of liability

1. If any result specified in the Agreement is not achieved, Learn2speak Dutch will only be deemed to be in default if Learn2speak Dutch expressly promised this result when accepting the Agreement.
2. In the event of an attributable failure on the part of Learn2speak Dutch, Learn2speak Dutch will only be obliged to pay compensation if the Client has given Learn2speak Dutch notice of default within 14 days of discovering the failure and Learn2speak Dutch has subsequently failed to remedy this failure within a reasonable period of time. The notice of default must be submitted in writing and contain such an accurate description/substantiation of the failure that Learn2speak Dutch is able to respond adequately.



3. If the provision of Services by Learn2speak Dutch leads to liability on the part of Learn2speak Dutch, that liability is limited to the total amount invoiced under the Agreement, but only with regard to direct damage suffered by the Client, unless the damage is the result of intent or recklessness on the part of Learn2speak Dutch. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, the determination of the cause of the damage, the direct damage, the liability and the method of repair.
4. Learn2speak Dutch expressly excludes all liability for consequential damage. Learn2speak Dutch is not liable for indirect damage, business damage, loss of profit and/or loss suffered, lost savings, damage due to business interruption, capital losses, damage due to delay, interest damage and immaterial damage.
5. The Client indemnifies Learn2speak Dutch against all claims from third parties as a result of a defect arising from a service provided by the Client to a third party and which also consisted of Services provided by Learn2speak Dutch, unless the Client can demonstrate that the damage was caused exclusively by the Service provided by Learn2speak Dutch.
6. Any advice provided by Learn2speak Dutch based on incomplete and/or incorrect information provided by the Client shall never constitute grounds for liability on the part of Learn2speak Dutch.
7. The content of the advice provided by Learn2speak Dutch is not binding and is merely advisory in nature. The Client decides for itself and on its own responsibility whether to follow the proposals and advice provided by Learn2speak Dutch. All consequences arising from following the advice are at the expense and risk of the Client. The Client is at all times free to make its own choices that deviate from the advice provided by Learn2speak Dutch. Learn2speak Dutch is not obliged to provide any form of refund if this is the case.
8. If a third party is engaged by or on behalf of the Client, Learn2speak Dutch is never liable for the actions and advice of the third party engaged by the Client, nor for the processing of results (of advice provided) by the third party engaged by the Client in Learn2speak Dutch's own advice.
9. Learn2speak Dutch does not guarantee the correct and complete transmission of the content of emails sent by or on behalf of Learn2speak Dutch, nor does it guarantee their timely receipt.
10. All claims by the Client due to shortcomings on the part of Learn2speak Dutch will lapse if they are not reported to Learn2speak Dutch in writing and with reasons within one year after the Client became aware or could reasonably have become aware of the facts on which it bases its claims. Learn2speak Dutch's liability expires one year after the termination of the Agreement between the parties.



## Article 16 - Confidentiality

1. Learn2speak Dutch and the Client commit to maintain confidentiality with regard to all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that the information is confidential. The confidentiality does not apply if the information in question is already public/generally known, the information is not confidential and/or the information has not been disclosed to Learn2speak Dutch by the Client during the Agreement and/or has been obtained by Learn2speak Dutch in any other way.
2. In particular, confidentiality applies to advice, reports, designs, working methods and/or reporting prepared by Learn2speak Dutch regarding the Client's assignment. The Client is expressly prohibited from sharing the content with employees who are not authorised to take note of it and with (unauthorised) third parties. Furthermore, Learn2speak Dutch always exercises the required care in handling all business-sensitive information provided by the Client.
3. If Learn2speak Dutch is required by law or a court ruling to disclose the confidential information to the law or a competent court or designated third party, and Learn2speak Dutch cannot invoke a right of non-disclosure, Learn2speak Dutch shall not be liable for any compensation and the Client shall have no grounds for terminating the Agreement.
4. The transfer or dissemination of information to third parties and/or the publication of statements, advice or productions provided by Learn2speak Dutch to third parties, requires the written consent of Learn2speak Dutch, unless such consent has been expressly agreed in advance. The Client shall indemnify Learn2speak Dutch against all claims from such third parties as a result of reliance on such information that has been distributed without the written consent of Learn2speak Dutch.
5. Learn2speak Dutch and the Client shall also impose the confidentiality obligation on any third parties they engage.

## Article 17 - Intellectual Property Rights

1. All IP rights and copyrights of Learn2speak Dutch, including but not limited to all designs, models, reports, advice and videos, belong exclusively to Learn2speak Dutch and are not transferred to the Client unless expressly agreed otherwise.
2. If it has been agreed that one or more of the aforementioned items or works of Learn2speak Dutch will be transferred to the Client, Learn2speak Dutch is entitled to conclude a separate Agreement for this and to demand appropriate financial compensation from the Client. Such compensation must be paid by the Client before it obtains the relevant items or works with the associated IP rights.



3. The Client is prohibited from disclosing and/or reproducing, modifying, or making available to third parties (including use for commercial purposes) any documents, software, and videos subject to Learn2speak Dutch's IP rights and copyrights without the express prior written consent of Learn2speak Dutch. It is expressly prohibited to make visual or audio recordings of any provided video lessons. Access to the videos ends two months after the end of the course. If the Client wishes to make changes to items delivered by Learn2speak Dutch, Learn2speak Dutch must explicitly agree to the proposed changes.
4. The Client is prohibited from using the items and documents subject to the intellectual property rights of Learn2speak Dutch in any way other than as agreed in the Agreement
5. The parties will inform each other and take joint measures in the event of an infringement of the IP rights.

## Article 18 - Indemnification and accuracy of information

1. The Client is responsible for the accuracy, reliability and completeness of all data, information, documents and/or records, in whatever form, that it provides to Learn2speak Dutch in the context of an Agreement, as well as for the data that it has obtained from third parties and which has been provided to Learn2speak Dutch for the purpose of performing the Service.
2. The Client indemnifies Learn2speak Dutch against any liability arising from the failure to fulfil or the late fulfilment of the obligations relating to the timely provision of all correct, reliable and complete data, information, documents and/or records.
3. The Client indemnifies Learn2speak Dutch against all claims from the Client and third parties engaged by or working under the Client, as well as from the Client's customers, based on the failure to obtain (in a timely manner) any subsidies and/or permits required in the context of the performance of the Agreement.
4. The Client indemnifies Learn2speak Dutch against all claims from third parties arising from the work performed on behalf of the Client, including but not limited to intellectual property rights to the data and information provided by the Client that may be used in the performance of the Agreement and/or the actions or omissions of the Client towards third parties (s).
5. If the Client provides electronic files, software or information carriers to Learn2speak Dutch, the Client guarantees that these are free of viruses and defects.



## Article 19 - Complaints

1. If the Client is dissatisfied with the service provided by Learn2speak Dutch or has any other complaints about the execution of its assignment, the Client may submit a complaint to Learn2speak Dutch. The term 'complaint' is understood to mean: 'any expression of dissatisfaction with a behaviour, action or omission by (an employee of) Learn2speak Dutch'.
2. Prior to the conclusion of the Agreement, the Client will be informed about how Learn2speak Dutch will handle complaints. The Client is requested to review the content of this article prior to the provision of services by Learn2speak Dutch. The content will also be posted on the Learn2speak Dutch website.
3. The Client must report complaints as soon as possible, but no later than one week after the event that gave rise to the complaint. Complaints can be reported verbally or in writing via [learn2speakdutch@yahoo.com](mailto:learn2speakdutch@yahoo.com) with the subject line 'Complaint'.
4. The complaint must contain at least the following information:
  - a. the name, address, telephone number and email address of the Client;
  - b. the date on which the complaint arose;
  - c. the name of any employee to whom the complaint relates;
  - d. a brief description of the content of the complaint.
5. The complaint must be sufficiently substantiated and/or explained by the Client in order for Learn2speak Dutch to be able to process the complaint, with any supporting evidence.
6. Learn2speak Dutch will confirm receipt of the complaint as soon as possible, but no later than two weeks after receipt. If a complaint is not processed, the Client will be notified of this within four weeks of the date of receipt, stating the reasons. A complaint will be dealt with within six weeks after receipt. The complaint will be handled by an independent employee who is not involved in the complaint.
7. Learn2speak Dutch is not obliged to handle the complaint if:
  - a. the complaint has not been submitted correctly;
  - b. (the service of) Learn2speak Dutch is not the subject of the complaint;
  - c. the complaint relates to conduct that has already been dealt with in a previously submitted complaint;
  - d. the complaint relates to conduct that took place more than 12 months before the complaint was submitted.
8. Learn2speak Dutch will register and keep track of all incoming complaints. Learn2speak Dutch will in any case register the date of receipt of the complaint, the date of the confirmation of receipt, the person handling the complaint, the outcome of the complaint handling and the date on which the complaint was resolved.
9. If the complaint has been demonstrably resolved or if the complaint can be registered as resolved, Learn2speak Dutch will notify the Client.



10. Learn2speak Dutch guarantees that at least 80% of the complaints will be dealt with within the period specified in this article.
11. Learn2speak Dutch will report and evaluate the registered complaints at least once a year in order to implement improvement measures if necessary.
12. The parties will attempt to reach a solution together. If the parties are unable to reach a solution together, the dispute will be settled by the competent court as referred to in Article 20(4) of these general terms and conditions.
13. If the complaint is not resolved to their satisfaction, newcomers may submit the complaint to the Arbitration Board of Blik op Werk for a fee.

## Article 20 – Applicable law

1. Dutch law applies to the legal relationship between Learn2speak Dutch and the Client.
2. Learn2speak Dutch has the right to change these general terms and conditions and will let the Client know if it does.
3. All disputes arising from or in connection with the Agreement between Learn2speak Dutch and the Client will be settled by the competent court of Zeeland-West-Brabant, location Breda, unless provisions of mandatory law designate another competent court.

Roosendaal, 26 augustus 2025