

Terms and Conditions Emerce

Version: May 19th 2025

These are the general terms and conditions of Emerce B.V., located at Hendrik Figeeweg 1-0009 in Haarlem, the Netherlands, and registered with the Dutch Chamber of Commerce under number 32149513, hereinafter referred to as “Emerce”.

Module A: General – contains provisions that apply to every Agreement with Emerce.

Module B: Subscriptions – contains provisions that specifically apply when (online) access is granted to online Content / Print products of Emerce.

Module C: Activities – contains provisions that specifically apply when the Client participates in Training Courses and/or Events (Activities) organized by Emerce.

Module A: General

1. Definitions

In these general terms and conditions, the following capitalised terms shall have the following meaning (both singular and plural):

- 1.1. **Subscription:** the subscription required by the Client to receive specific Services.
- 1.2. **Subscription Fees:** the fees owed by the Client to Emerce in connection with the Subscription, per Subscription Period.
- 1.3. **Subscription Period:** the duration of a Subscription, expressed as the period during which the Client has access to Emerce’s online Content or receives the Print product periodically.
- 1.4. **Account:** the online environment made available to the Client.
- 1.5. **Activity:** any activity participated in by the Client, being either a Training Course or an Event.
- 1.6. **General Terms and Conditions:** these general terms and conditions including their respective modules.
- 1.7. **Service:** the services provided by Emerce to the Client, including but not limited to access to the Website (containing both paid and unpaid Content), Subscriptions, and participation in Training Courses and Events (Activities).
- 1.8. **Content:** all data and files of Emerce to which the Client gains access after purchasing a Subscription and making payment.
- 1.9. **Event:** a Service offered by Emerce which the Client can attend after registration via the Registration Form.

- 1.10. **Registration Fee:** the amount owed by the Client to Emerce for registering for the selected Activity.
 - 1.11. **Intellectual Property Rights:** rights including but not limited to copyrights, database rights, domain names, trade names, trademarks, design rights, neighbouring rights, patents, and rights to know-how.
 - 1.12. **Client:** the natural or legal person entering into an Agreement with Emerce.
 - 1.13. **Location:** the designated location of the Activity, either physical or the digital environment (link) where the Client can participate online.
 - 1.14. **Training Course:** a Service offered by Emerce which the Client may attend after registration via the Registration Form.
 - 1.15. **Agreement:** the agreement between Emerce and the Client, of which these General Terms and Conditions form an integral part.
 - 1.16. **Registration Form:** the form by which a (potential) Client registers for an Activity.
 - 1.17. **Print Product:** a printed edition published by Emerce, such as 'EMERCE 100' and 'EMERCE EGUIDE'.
 - 1.18. **Access Pass:** the personal, non-transferable ticket provided to the Client granting access to the Activity.
 - 1.19. **Website:** the Emerce website, available at <https://www.emerce.nl/> including all associated subdomains.
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2. Formation of the Agreement

- 2.1. The Agreement is concluded when the Client:
 - 2.1.1. registers via the Website and, following confirmation (automated or otherwise) by Emerce, gains access to an Account; and/or
 - 2.1.2. completes the ordering process on the Website and accepts the General Terms and Conditions.
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3. Account

- 3.1. As part of the Service, Emerce may provide the Client with access to an Account.
- 3.2. The Client must keep login credentials, username, and password strictly confidential. Emerce is not liable for misuse and may assume that any login to the Website using the Client's credentials is by the Client. The Client is responsible and liable for all activity through their Account.
- 3.3. The Client must ensure that provided address and payment details are correct.
- 3.4. Emerce reserves the right to engage third parties in the performance of its obligations under the Agreement.

4. Intellectual Property Rights

- 4.1. All Intellectual Property Rights in relation to the Services and any accompanying software, Content, information, and images are and shall remain vested in Emerce or its licensors.
 - 4.2. Emerce grants the Client a non-exclusive, non-sublicensable, non-transferable right to use the Service during the term of the Agreement in accordance with its terms.
 - 4.3. If the Client provides information to Emerce, such as error reports or suggestions, the Client grants Emerce an unlimited and perpetual right to use such information.
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5. Liability

- 5.1. Emerce's liability for damages incurred by the Client due to attributable breach or unlawful acts by Emerce, its employees or third parties, is limited per incident (or series of connected incidents) to the amount paid by the Client to Emerce in the six (6) months preceding the month the damage occurred, up to a maximum of EUR 5,000 per year.
 - 5.2. Emerce is only liable for direct damages. Direct damages include:
 - 5.2.1. reasonable costs incurred to ensure the Service aligns with the Agreement,
 - 5.2.2. reasonable costs to identify the cause and extent of the direct damage,
 - 5.2.3. reasonable costs to prevent or limit such damage.
 - 5.3. Emerce is not liable for loss or damage of data/documents during transportation or shipping.
 - 5.4. Liability limitations do not apply in the event of intent or deliberate recklessness by Emerce.
 - 5.5. Liability arises only if the Client provides Emerce with a written notice of default describing the breach in sufficient detail and allows a reasonable period for remedy.
 - 5.6. Claims for damages must be reported in writing within thirty (30) days of discovery.
 - 5.7. These limitations do not apply to consumers, for whom statutory rights prevail.
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6. Force Majeure

- 6.1. Emerce is not liable for failure to perform its obligations due to force majeure.
- 6.2. Force majeure includes, but is not limited to: network attacks; (D)DoS attacks; malware; equipment/software failures not caused by Emerce; government actions; power outages; internet or telecommunications failures not under Emerce's control; war; flooding; fire; strikes; general transport issues.

- 6.3. If force majeure lasts longer than ninety (90) days, either party may terminate the Agreement in writing with immediate effect.
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7. Term and Termination of the Agreement

- 7.1. If the Agreement concerns Activities as described in Module C, it remains in effect until the Activity concludes. In all other cases, the Agreement is entered into for an indefinite period.
- 7.2. The Client may terminate the Agreement at any time by deleting their Account or notifying Emerce in writing. No refund is provided for already paid Services.
- 7.3. Emerce may terminate the Agreement at any time with one (1) month's notice.
- 7.4. Upon termination, Emerce may immediately cease Services and delete or make inaccessible all data related to the Client.
- 7.5. If the Client is not a consumer and breaches the Terms, Emerce may suspend or block access to the Service.
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8. Pricing

- 8.1. If the Client is a consumer and shipping costs apply, these will be clearly communicated before the Agreement is concluded.
- 8.2. Emerce takes the utmost care in maintaining Website content, but cannot guarantee completeness or accuracy at all times. All prices and information are subject to obvious programming and typographical errors.
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9. Payment

- 9.1. If payment is by invoice, the Client must pay within the stated term. If no due date is stated, payment must be made within fourteen (14) days of the invoice date.
- 9.2. If payment is via direct debit, the Client must ensure sufficient funds are available. Reversing payments does not relieve the Client of payment obligations.
- 9.3. If the Client fails to pay on time, and fails to pay within fourteen (14) days after Emerce issues a reminder, statutory interest and collection costs will apply, as regulated by Dutch law.
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10. Right of Withdrawal

- 10.1. If the Client is a consumer, they may cancel the Agreement free of charge within fourteen (14) days.

- 10.2. The right of withdrawal does not apply to Services that have already commenced with the Client's explicit consent, whereby the Client has waived their right to withdraw.
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11. Changes

- 11.1. Emerce reserves the right to amend the General Terms and Conditions. Changes also apply to existing Agreements.
- 11.2. Changes will be announced at least thirty (30) days before taking effect via email, the Account, or another proven communication channel. Minor changes do not require notification.
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12. Final Provisions

- 12.1. Complaints may be submitted via email or post. See contact details below.
- 12.2. Clients may also file complaints via the EU dispute resolution platform:
<http://ec.europa.eu/odr/>
- 12.3. Dutch law applies. Consumer protection under mandatory local law remains unaffected.
- 12.4. Disputes shall be submitted to the competent Dutch court unless mandatory law dictates otherwise.
- 12.5. If any provision is found to be invalid, the remainder remains effective. The parties will replace the invalid provision with a valid one reflecting the original intent.
- 12.6. "In writing" includes email or other electronic communication, provided sender identity and message integrity are assured.
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Contact Details

Emerce B.V.
Hendrik Figeeweg 1-0009
2031 BJ, Haarlem
Email: privacy@emerce.nl
Chamber of Commerce: 32149513
VAT number: NL 8205.91.944.B01

Module B: Subscriptions

13. Applicability

- 13.1. The provisions set out in this Module B apply in addition if the Client purchases a Subscription. A Client with a Subscription may access online Content via their Account or receive printed copies of a Print Product.
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14. Formation of the Subscription

- 14.1. Emerce offers Subscriptions to provide access to paid online Content or to receive Print Products.
- 14.2. The Client may purchase a Subscription via the Website. If the Client accepts Emerce's offer electronically, Emerce will confirm receipt by email.
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15. Subscription Fees

- 15.1. Emerce reserves the right to adjust Subscription Fees for both existing Subscriptions and those that are automatically renewed. Changes may be based on the applicable Consumer Price Index, among other factors.
- If a fee adjustment occurs within three (3) months of concluding the Agreement, the Client acting as a consumer has the right to cancel the Agreement.
- Any change in Subscription Fees will be announced on the Website and published in the imprint of the relevant Print Product at least four (4) weeks before taking effect.
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16. Term and Termination of the Subscription

- 16.1. A Subscription is entered into for the agreed Subscription Period and cannot be terminated early.
- 16.2. If the Client does not terminate the Subscription in time, it will be automatically renewed for an additional Subscription Period.
- 16.3. A Subscription that has been automatically renewed may be terminated by the Client with due observance of a notice period of one (1) month prior to the next renewal date. Termination may be submitted in writing via the Website, by (registered) mail, or by other written means. The Client is responsible for ensuring that the notice of termination is received by Emerce in a timely manner. Emerce will confirm receipt of the termination without delay and in writing.
- 16.4. Emerce may cancel a Subscription at any time, observing a notice period of one (1) month.
- 16.5. If the Subscription is cancelled, any overpaid amounts will be refunded to the Client on a pro-rata basis.
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17. Access to Online Content on the Website

- 17.1. Emerce offers access to a restricted area of the Website in exchange for a paid Subscription. The Client can view exclusive Content that is not publicly accessible.

- 17.2. Emerce will use reasonable efforts to keep the Website available, but provides access without guarantees or representations regarding accuracy or freedom from errors. The Client uses the (features of the) Website at their own risk.
 - 17.3. Emerce releases updates periodically to fix bugs or improve Website performance. If such updates will significantly affect functionality, Emerce will make reasonable efforts to inform the Client in advance.
 - 17.4. Emerce may modify the Website's Content and features from time to time. While client feedback and suggestions are welcome, Emerce is under no obligation to implement them.
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18. Delivery of the Print Product

- 18.1. After agreeing to a Subscription, the next edition of the Print Product will be delivered to the Client according to the publication schedule.
The Client must inform Emerce in a timely manner of any changes to their address.
- 18.2. Emerce is not liable for damage caused by late notification of such changes.
Printed editions of the Print Product will be delivered to the Client's address as registered with Emerce.
- 18.3. Emerce recommends inspecting the delivered Print Product and reporting any defects promptly, preferably in writing. If the delivered Print Product does not conform to the Agreement, it will be replaced or reimbursed after consultation with the Client. The maximum compensation shall equal the purchase price paid by the Client for the product.
- 18.4. Emerce will make reasonable efforts to deliver the Print Product, but is dependent on third parties for delivery to the Client's address.
Once the Print Product has been delivered to the designated address, the risk transfers to the Client.

Module C: Activities

- 19. The provisions in this Module C apply in addition if, under the Agreement, Emerce offers an Activity in which the Client may participate. The provisions in Articles C.2 through C.6 apply only when the Client participates in one or more of the Training Courses offered by Emerce.
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20. Access to Activities and Registration

- 20.1. Emerce offers its Activities and information about their scope and content via the Website.
- 20.2. Any person wishing to participate in an Activity provided by Emerce must register for it. Registration must be completed using the Registration Form, which must be fully completed and received by Emerce.

- 20.3. By completing the Registration Form, the Client agrees to pay the Registration Fee. The Visitor's Access Pass will only be activated by Emerce after receipt of the Registration Fee.
 - 20.4. Participation in an Activity is only confirmed upon acceptance of the Client's registration by Emerce, at which point the Agreement is concluded. Confirmation (i.e., the Agreement) will be sent to the Client by email to the address provided on the Registration Form.
 - 20.5. The Agreement for participation in an Activity runs for a fixed period as specified in the offer or the Agreement. These Agreements end automatically upon completion of the (entire series of) Activity(ies).
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21. Cancellation

- 21.1. If the Client wishes to cancel or change their participation in an Activity, a request must be submitted to Emerce via email.
 - 21.2. Emerce may accept such requests under the condition that the following cancellation fees are paid by the Client:
 - 21.2.1. Cancellation up to four (4) weeks before the Activity: 25% of the participation fee;
 - 21.2.2. Cancellation between four (4) and two (2) weeks before the Activity: 50% of the participation fee;
 - 21.2.3. Cancellation less than two (2) weeks before the Activity: 100% of the participation fee.
 - 21.2.4. *Note: Any administration or processing fees already paid are non-refundable.*
 - 21.3. If the Client is unable to attend the Activity, they may be replaced by another person free of charge, provided that the Client contacts Emerce in advance and receives approval for the replacement. Emerce reserves the right to deny approval for replacement at any time.
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22. Access and Presence during Training Courses

- 22.1. The Client must carry the Access Pass and a valid ID for the entire duration of the Training Course and present these upon request by Emerce or its authorised representatives.
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23. Training Course Sessions

- 23.1. Before the start of the Training Course, the Client will receive a schedule listing the training days or evenings and the Location.

- 23.2. If Emerce deems the number of participants insufficient, it reserves the right to cancel the Training Course or reschedule it to a different Location or date. In such cases, Emerce will inform the Client at least one week in advance.
 - 23.3. For reasons of quality improvement, Emerce reserves the right to make changes to training programmes at any time.
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24. Instructor Absence

- 24.1. In the event of illness or unavailability of an instructor, Emerce will attempt to arrange a suitable replacement.
 - 24.2. If no replacement can be arranged, Emerce will notify the Client as soon as possible and propose alternative dates.
 - 24.3. If the Client is unable to attend on the proposed alternative date(s), they may cancel the Training Course free of charge.
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25. Media and Image Rights

- 25.1. Photos and videos may be taken during Activities organised by Emerce, in which participants may be recognisable. These may be used for reporting, promotional purposes, or communications related to the Activity via the Emerce website, newsletters, social media, and other marketing channels.
- 25.2. By participating in the Activity, the Client grants Emerce permission to use their image and voice recordings for the purposes mentioned above, without any compensation.
- 25.3. If the Client objects to the use of their image, they must notify Emerce in writing at or before the start of the Activity via privacy@emerce.nl. Emerce will make reasonable efforts to take such objections into account.