

NEXXT Journeys Terms and Conditions

These are the terms and conditions for nextt journeys end users. NEXXT Journeys offers an online training tool through its Platform that helps entrepreneurs and trainers simplify and automate knowledge sharing and to obtain information and feedback from users. The following conditions apply to the use of NEXXT Journeys.

Do you have any questions? Please [contact us](#). We are happy to inform you!

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1. Definitions

In these general terms and conditions, the following meaning is assigned to the terms written in capital letters below:

General terms and conditions: these general terms and conditions of NEXXT Journeys, version March 2021;

Additional Applications: Additional applications and functionalities on the Base Platform.

Basic Platform: the Platform for which user is not liable for any costs, consisting of a number of limited functionalities, such as leave registration and personnel registration.

Third Party Products: all Third Party Products and Software used by the User, as well as the resulting provisions;

User: any user of the Platform;

NEXXT Journeys: the private limited liability company NEXXT Journeys, registered in the trade register under number: 57075271

Agreement: the agreement concluded between NEXXT Journeys and the User to use the Platform and/or Additional Applications;

Parties: NEXXT Journeys and User together; to be called "Party" each individually;

Platform: the use of the NEXXT Journeys software program, which is offered as a Software as a Service (SAAS) over the Internet as a service, consisting of the "Basic Platform" and "Additional Applications".

Products: the products, services, facilities and/or projects provided by NEXXT Journeys and the related activities in the relationship between NEXXT Journeys and the User;

Website: <https://www.nexxtjourneys.com>

2. Applicability and bondage

1. These General Terms and Conditions apply to all use of the Platform, via the Website or (mobile) applications, as well as all resulting legal relations between the Parties. When using the Platform, the User agrees to the Terms and Conditions and the Privacy Statement.
2. Deviations from these General Terms and Conditions can only be agreed in writing with a competent representative of NEXXT Journeys.
3. A reference by the User to its own general terms and conditions has no effect, unless the User explicitly and unambiguously rejects these General Terms and Conditions before the start of the Agreement. An Agreement will only be concluded after the Parties have reached an agreement on this. In the other cases, any general terms and conditions of the User and other provisions printed on user documents are explicitly declared in application.

3. Conclusion of the Agreement

1. Any agreement with NEXXT Journeys is first concluded by creating a user account or in the future, installing one of the NEXXT Journeys applications, as well as by agreeing to our Terms and Conditions and Processor Agreement.
2. User declares and guarantees to NEXXT Journeys that all actions referred to in the previous paragraph have taken place by a representative authorised for this purpose on behalf of the User.
3. User cannot derive any rights from the content of the Website, leaflets, printed matter, etc. of NEXXT Journeys and does not bind NEXXT Journeys, unless that content is explicitly referred to in an Agreement.

4. Content Platform and Service level

1. By creating a user account, the user acquires a non-exclusive, worldwide, non-transferable and non-sublicensable right of use to the Platform.
2. NEXXT Journeys ensures that the Platform is adequately secured. In order to prevent loss and unlawful processing of data, NEXXT Journeys takes appropriate technical and organisational measures, taking into account the risks to be mitigated, the state of the art and the costs of the security measures. Additional agreements and conditions are included in the Privacy Statement and Processing Agreement.
3. NEXXT Journeys strives to continue to develop the Platform with Additional Applications. NEXXT Journeys is entitled to impose further conditions on its use.
4. NEXXT Journeys has the right to make changes and upgrades to the Platform at any time a), including expanding, modifying or deleting certain functionalities and b) changing the location from which the Platform is hosted. To the extent that nexxt journeys considers this necessary and materially does not affect the functionality of the Platform, regardless of whether the Platform is no longer available through certain operating systems and/or hardware.
5. NEXXT Journeys has the right to temporarily de-use the Platform for the purpose of carrying out maintenance, making changes or upgrades. NEXXT Journeys strives to announce such maintenance in advance as far as possible.

5. User responsibilities

1. User is responsible for the use of the user account and all actions performed via the Platform with the user account.
2. User is responsible for checking for errors in the entered data via the Platform, as well as for the accuracy and accuracy of information from the Platform.
3. User is responsible for the proper functioning of any Third Party Products and/or links with these Third Party Products, insofar as this means exchanging data with the Platform.
4. User shall not perform any acts contrary to the Agreement, these General Provisions, any legal provisions, public policy or morals. User will refrain from:a. the use of the Platform for illegal activities, or storing illegal or unlawful data through the Platform;b. posting or distributing through the Platform of viruses, worms, malware, junk mail, spam, chain letters, phishing mails, destructive codes;c. posing as another party, or as NEXXT Journeys,whether or not through the publication of websites;d. infringing, or testing or investigating, the security of the Website, the Platform or related matters.
5. User will not infringe the intellectual property rights of NEXXT Journeys or third parties through the Platform. User will not use or publish any information, images, brand or trade names or other materials of the Website without the permission of NEXXT Journeys.

6. Reimbursement and payment

1. **The creation of a user account is free of charge, as is the use of the Basic Platform.**

2. For the use of Additional Applications, the User is liable for the fee as agreed with NEXXT Journeys at the time of purchase.
3. When purchasing Additional Applications, the User must provide valid payment details and consent to the collection of the monthly fee by SEPA direct debit or credit card.
4. All prices to be specified by NEXXT Journeys are exclusive of VAT, unless otherwise indicated on the invoices to be sent monthly by NEXXT Journeys, before the collection takes place.
5. Additional Applications purchased are collected automatically. Specification of this will take place with the next invoice.
6. NEXXT Journeys is entitled to adjust the prices of Additional Applications. In that case, NEXXT Journeys will inform the changed prices in writing at a period of at least one month. If this adjustment exceeds 10% and the User does not wish to agree to such an adjustment, the User is entitled to terminate the Agreement within thirty days of notification by the date on which the adjustment will actually enter into force.
7. If the User does not pay on time, or the direct debit is refused, NEXXT Journeys will again try to collect the amount due via the SEPA direct debit or credit card, or via a written reminder. In the event that the payment is not made thereafter, NEXXT Journeys is entitled to charge the statutory interest and extrajudicial collection costs.

7. Termination and termination

1. User has the right to terminate the Agreement with NEXXT Journeys at any time. Cancellation must take place in writing (by email) or via the administrator part of the user account.
2. The cancellation will be processed at the end of each month. User is not entitled to a refund for the remainder of the month from the moment the cancellation takes place.
3. NEXXT Journeys has the right to suspend the Agreement with the User with immediate effect or to dissolve (in whole or in part) without judicial intervention, in the following cases: a. if, after the conclusion of the Agreement, NEXXT Journeys becomes aware of circumstances that give NEXXT Journeys well-founded grounds to fear that the User will not fulfil its obligations; b. in the event of liquidation, bankruptcy or suspension of payment of the User; c. if the User is otherwise in default and does not comply with its obligations under the Agreement and/or General Terms and Conditions.
4. The provisions of the previous paragraph are without prejudice to the responsibility of the User to compensate the damage suffered by NEXXT Journeys and without prejudice to the rights otherwise vested in NEXXT Journeys.

8. Liability and indemnification

1. User accepts the Platform in the state in which it is made available. NEXXT Journeys makes no warranties or representations that the Platform is available at all times on

any operating system, browser, or hardware device, free from malfunctions and/or defects, or that any defects will be repaired.

2. NEXXT Journeys accepts no liability for: a. indirect damage such as consequential damage, lost profits, missed savings, missed use, missed opportunities, damage due to (partial) business stagnation and damage to goodwill;b. damage due to errors in the systems of the Platform, insofar as the User could prevent this damage by checking the input of data or information from the system, whether or not by a third party expert;c. damage caused by the User's failure to make an external backup/copy of the entered data on the Platform, for the purpose of its own administration;d. damage to the User and/or third parties as a result of changes and/or modifications to the Platform, as referred to in Article 4 paragraph 5 or failure to comply with the provisions of Article 5;e. damage to the User as a result of misuse of the administrator account.
3. Unless next journey is intentional or deliberate reckless, next journeys' liability in this Article 7 is limited to the direct damage and to the amount equal to the compensation that the User owes to NEXXT Journeys for the relevant year in which the event causing the damage occurs. Insofar as NEXXT Has insured Journeys for this damage, the liability is limited to the amount that the insurer pays out in the relevant case.
4. User shall indemnify NEXXT Journeys against claims for damages from third parties in connection with any violation of the provisions of Article 5, as well as all damages and costs resulting from NEXXT Journeys.

9. Force majeure

1. NEXXT Journeys is not liable for the consequences of force majeure, including in any case its decisions and measures of the government, international conflicts, violent or armed actions, labour irregularities, exclusions and boycotts, malfunctions in companies or institutions whose services are used, unforeseeable stagnation at suppliers or other third parties or with regard to Third Party Products on which NEXXT Journeys depends, and fire.
2. If the force majeure situation has lasted thirty days, both Parties have the right to dissolve the Agreement. In case of force majeure, the User is not entitled to compensation.

10. Data processing, privacy and confidentiality

1. The User owns its own information and (personal) data (further: data) and therefore bears the responsibility for the protection of data that is transmitted, edited or stored via the Platform. The parties are each obliged to keep the data entered via the Platform secret and not to share it with unauthorized third parties, without the prior express written permission of the other party, or one of the parties is legally obliged to do so.
2. Pursuant to the applicable laws and regulations concerning the processing of personal data (such as the General Data Protection Regulation, namely the GDPR),

the User has obligations towards third parties, including the obligation to provide information, the provision of access as well as the restriction, rectification and deletion of personal data of data subjects, or the transfer of this personal data to another controller.

3. The parties agree that NEXXT Journeys can be considered as a "processor" with regard to the processing of personal data within the meaning of the GDPR. The User can be regarded as a "controller" within the meaning of the GDPR, since the User determines the purpose and means and therefore bears the responsibility with regard to the processing of the personal data. The agreements between the parties about the further data processing are laid down in a separate Processing Agreement.
4. The User guarantees to NEXXT Journeys that the processing of personal data is lawful and that no infringement is made of the rights of third parties. User indemnifies NEXXT Journeys against any legal action by third parties, for whatever reason, if that claim is related to the processing of personal data, as well as against any fines attributable to NEXXT Journeys by the Dutch Data Protection Authority or other competent supervisors.

11. Final provisions

1. NEXXT Journeys has the right to amend the Terms and Conditions. In that case, NEXXT Journeys will inform the User accordingly by electronic transmission of the amended General Terms and Conditions.
2. All legal relationships between NEXXT Journeys and the User are exclusively governed by Dutch law.
3. All disputes that may arise between the Parties, as a result of the Agreement or of further agreements and other acts in connection with the Agreement, will be settled by the competent court of the Central Netherlands Court, to which NEXXT Journeys belongs, except to the extent that mandatory competency rules would prevent this choice.
4. Transfer of rights or an agreement to a third party, including parent, sister or subsidiaries is only permitted after the User obtains the permission of NEXXT Journeys for the transfer to that third party.
5. If any provision of the Agreement or the General Terms and Conditions cannot be invoked or it is invalid or void, the other provisions, or the rest, remain in full force and effect. The parties now agree above all to replace the invalid or void provision in good consultation with a provision that corresponds as much as possible to the invalid or void provision in terms of content and scope.