

Article 1. Definitions

To these terms and conditions shall apply:

1. **Designersupport:** The website owned by the company called Ecorn, located at Fluitekruid 21, (3892 AE) Zeewolde registered at the Chamber of Commerce Apeldoorn with the number 08132093.
2. **Subscriber:** The natural and / or legal entity through which the website Designersupport have created an account on the basis of which he / she is entitled to use the services of Designersupport.nl.
3. **Subscription:** The agreement between the subscriber and Designersupport based on which continuous and fee the subscriber gains access to certain sections / parts of its website.
4. **Subscription fee:** A fixed rate that the subscriber owes Designersupport during the term of the contract month or year (depending on the agreement made).
5. **Current subscription year:** Prior to the subscription for the coming year the subscriber pays 12 months fee. The current year is always the last period charged by Designersupport to the subscriber.
6. **Plaiddesigner tool:** The online tool developed by Designersupport which can be used by the subscriber to design plaids and stripes. The Plaiddesigner tool is partly available for non subscribers as well.
7. **Designersupport website:** The website <http://www.designersupport.nl/>.
8. **Client:** The natural or legal person with whom an agreement is closed to participate in a course.
9. **Student:** The individual who actually participates to a course that is provided by Designersupport on behalf of the client.
10. **Course:** Course, training, workshop, coaching, counseling or any other meeting with the aim of transferring and / or increasing knowledge and / or skills.
11. **Open course:** course with participation by student (s) from different companies and / or organizations.
12. **In company-course:** course participated by student (s) from the same company and / or organization.
13. **Terms of service:** present general conditions.

Article 2. Relevance

1. These terms of service shall apply to all offers, agreements and deliveries of Designersupport of any kind whatsoever, unless their applicability whole or parts expressly excluded in writing or expressly agreed otherwise.
2. Any conditions of the subscriber, student or client are expressly rejected. Deviations from and additions to these terms of service shall apply only if Designersupport accepted those by writing.
3. When Designersupport deviates from these terms of service for a short or long time, Designersupport keeps the right to demand immediate and strict compliance with these terms of service. The subscriber, student or client can never do any right (to) apply by virtue of the fact that Designersupport maintained these terms of service smoothly.
4. Designersupport reserves the right to change the terms of service at any present time. The amended terms will apply from the moment the subscriber of the change is notified, except that for orders already given the terms of service continue to be in force on the day the order was created.
5. If one or more provisions of these terms of service or any other agreement with Designersupport are in conflict with a mandatory provision of Dutch law or any law, the provision will lapse and will be replaced by a Designersupport to establish new , legally permissible and similar provision.
6. These conditions also apply to all agreements with Designersupport, for which third parties are involved.
7. A registration in the manner specified in Article 10 paragraph 1 or accepting an offer

referred to in Article 11 paragraph 2 implies acceptance of the applicability of these conditions.

8. Applicability of terms of service of the client is excluded to the extent they conflict with these conditions.

Article 3. Offers and quotations

1. All offers and quotations from Designersupport are valid for 30 days after its date, unless otherwise indicated.
2. The other party is responsible for the accuracy and completeness of the given measurements, requirements, performance specifications and other information to Designersupport by or on behalf him / her which Designersupport bases its offer.
3. A compound quotation does not obligates Designersupport to execute part of the assignment against a corresponding part of the price.
4. The content of the contract is exclusively determined by the quotation and order confirmation definition of the assignment.
5. The prices in the offers of Designersupport are excluding VAT (BTW) and other government levies, as well as any part of the contract costs incurred, including shipping and handling, unless otherwise indicated.

Article 4. Formation, duration and termination of the contract subscriber

1. By sending the completed registration form sent by Designersupport the subscriber and Designersupport have a agreement.
2. The agreement between Designersupport and subscriber counts for a period of 12 months.
3. The agreement is for the first 12 months' notice. Only towards the end of paragraph 2 of this Article the said period may be terminated with a notice period of 1 month.
4. If the agreement is not terminated by the subscriber timely the agreement will automatically be converted into a contract of indefinite duration, with a notice period of 1 month after 12 months.
5. Notice of termination is by the end of the month.
6. If the subscriber terminates the agreement with Designersupport for the current subscription year, there will be no refund of subscription fees already paid instead.

Article 5. Services by subscription

1. During the term of the contract, the subscriber can use for free:
 - a. use the for non-subscribers unreachable section of the website of Designersupport, with the exception of the section CAD, for the CAD section a additional subscription is needed;
 - b. watch instruction videos;
 - c. download and use files offered by Designersupport;
 - d. use the designersupport.nl 'Plaiddesigner' tool;
 - e. ask support questions online to the Designersupport supportteam;
 - f. students and interns do not have the possibility to ask for support through the tickets system.
2. Costs not included in the subscription are:
 - a. ordering drawings;
 - b. live teaching or advice;
 - c. the section CAD pattern drawing with Adobe Illustrator, for this section an additional subscription is needed.
3. If the subscriber wishes to use in paragraph 2 of this Article the said services, the cost thereof are charged to the subscriber separately to the subscription fees. The subscriber receives an invoice.

Article 6. Extent of the use subscription

1. The subscription is personal, not transferable and may only be used within the organization of the subscriber.
2. At the first login by the subscriber he or she is automatically asked to fill in a form to ask permission to Designersupport to login at that location. When given permission by Designersupport the subscriber can only login at this registered IP address.
3. Access to the account and the services of Designersupport is only reserved for the subscriber and in its employment being natural persons (hereinafter: staff) for use within their own organization. The subscriber may not provide the account information to persons other than those mentioned above.
4. Only after prior consent of Designersupport access to the online account of the subscriber and the service of Designersupport will be allowed to another than the primary registered IP address. If the subscriber or any of its employees wish to login through a different IP address (eg home), the subscriber or the employee shall previously request with Designersupport to submit. This request happens via a button on the website of Designersupport. The subscriber or the employee which one wishes to access should at least supply the IP address.
5. Designersupport is not obliged to cooperate with a request referred to in paragraph 2 of this Article to comply. Designersupport will in any case not cooperate if they suspect abuse of login data of the subscriber are used outside the organization.
6. No access will be granted to IP addresses from public networks and mobile phones.
7. For subscriptions to schools Designersupport provides one shared user account to all relevant students. Students are only allowed to login at school. Students cannot login at home. A completed IP request form by the student will always be rejected by Designersupport.
8. Teachers are not allowed to give their personal login information to students.
9. Teachers are allowed to login at home. The first login they have to complete the automated IP request form, submit the form and wait for permission from Designersupport.
10. Designersupport offers the teacher a form where he or she can optionally connect students Facebook accounts to the schools account. In that case, the student can register on designersupport.nl using it's Facebook account. In that case, the student can log in anywhere the students want without having to carry out an IP request.
11. When a student does not own a Facebook account, designersupport is not obligated to offer the student access to the designersupport website on other locations than it's school. In that case, the student can only log in at school.
12. De teacher is obligated to remove each student from the 'Facebook connection form' immediately as soon as the student leaves the school.

Article 7. Support offered by Designersupport

1. Through a special support page (Tickets) on the website designersupport.nl the subscriber can ask questions to the support team of Designersupport.
2. Designersupport strives to respond up to a question from a subscriber within 48 hours. However, this is not a deadline. Failure to answer a question within this period does not constitute grounds for termination of the agreement with Designersupport.
3. If, on the site of Designersupport an instructional is available that answers a question posed by the subscriber, Designersupport sends in response to this question a link to this video to the subscriber. Is their no instruction video available which answers the question of the subscriber than Designersupport will write a clear answer to the subscriber.
4. Support questions includes all questions which can be answered simply and with reasonable effort. If the subscriber asks questions which do not fall under the 'normal' format of support questions, Designersupport can offer to forward the questions to a

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relevant expert. Designersupport will offer a separate agreement for this special paid support.

5. Designersupport suffice to answer questions via the designersupport.nl tickets system. Designersupport is not obligated to answer support questions by telephone or e-mail, or provide explanation of the answer. The choice to answer questions by telephone or e-mail is entirely by Designersupport.
6. Designersupport does not answer support questions via direct email. All support questions should be made through the specially designed ticket system.
7. For subscriptions to schools Designersupport does not provide support to students under any circumstance. Only teachers are allowed to use the tickets support system.

Article 8. Prices and price increase subscription

1. Under the agreement, the subscriber owes Designersupport subscription fee each 12 months in advance.
2. All prices offered by Designersupport on its website or else are excluded VAT (BTW).
3. Designersupport is entitled to match its prices every first of Januari. Designersupport informs the subscriber at least 30 days before it has the intention to increase the subscription price.
4. If Designersupport increases its subscription price, the subscriber who is affected by this increase may terminate the contract in writing. This written notice must be received by Designersupport at least 14 days before the planned increase of the subscription price takes place.

Article 9. Invoicing and payment subscription

1. Designersupport is entitled to demand an advance prior to the execution of the agreement of the subscriber, which will be deducted to the final invoice.
2. Advances must be paid immediately.
3. Payment of invoices must be fulfilled within 14 days after the invoice date, at a currency specified by the Designersupport invoice.
4. After the expiry of 14 days the subscriber is legally in default without further notice of default being required.
5. From the moment of default, the subscriber owes 1% interest per month of the overdue amount, unless the statutory (commercial) interest applies. All (extra) judicial costs Designersupport has to make obtaining in satisfaction -both in and out of court - come from that moment on behalf of the subscriber. In that case at least 15% of the subscriber fee of the outstanding amount, with a minimum of € 37.00. In case costs incurred to rise above this amount, these also qualify for reimbursement.
6. In case of liquidation, bankruptcy or receivership of the subscriber, Designersupport's claims and the subscriber's obligations against Designersupport are immediately payable.
7. Payments made by the subscriber in the first case settle all interest and costs, in de second place the invoices which have been outstanding longest, even if the subscriber says that the payment relates to a later invoice.
8. Designersupport is entitled to refuse the full repayment of principle , if it not also includes the current interest and costs.

Article 10. Subscription and confirmation 'Open course'.

1. Registration for the open courses provided by Designersupport can be made by the client by e-mail, telephone or preferable by completing the online registration form. Designersupport also offers training via the website eventbrite.com. In that case payment must be done in advance. When booking is done via the Eventbrite website, no refunds are possible.

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2. Designersupport' confirms an entry that has been done in the manner described in the preceding paragraph by writing (e-mail). By sending this confirmation, the contract with regard to participation in the course is established. The proof of the conclusion of the agreement by the parties may also be proved by other means.
3. The order confirmation indicates the (contents of) the agreement, barring rebuttal.

Article 11. Agreement concerning 'In company course'

1. Agreement with the client on an 'in-company course' is done through a tender
2. The agreement with regard to participation in an 'in-company course' is established through full acceptance of the offer.
3. The contents of the offer is to reflect the agreement. A deviating acceptance of the offer is a rejection of the original offer and an invitation to make a new offer. Designersupport has no obligation to draw up a new proposal.

Article 12. Prices of 'Open course'

1. The course fees, as stated on designersupport.nl and or eventbrite.com count when signing up through a form, sending e-mail or telephone registration, regardless of whether the client knows this.
2. When registering by filling in and sending the online form, or registering by phone or e-mail, prices listed on the internet at the time of the notification count.
3. Course materials are included with the course fees, unless stated otherwise.
4. When a course VAT (BTW) applies, prices quoted are exclusive of VAT and are charged inclusive of VAT (BTW).
5. Prices may be adjusted due to unforeseen circumstances.
6. Pricing will be adjusted for changes in the tax regime and / or the amount of the applicable rates of VAT (BTW).
7. When a booking is done via eventbrite.com, the website eventbrite will deliver the invoice to the customer.

Article 13. Prices of 'In company course'

1. The course price stated in the quotation is fixed only for the duration of the quotation.
2. Course material costs are included in the quoted course price, unless stated otherwise.
3. When a course VAT (BTW) applies, prices quoted are exclusive of VAT and are charged inclusive of VAT (BTW).
4. Prices may be adjusted due to unforeseen circumstances.
5. Pricing will be adjusted for changes in the tax regime and / or the amount of the applicable rates of VAT (BTW).
6. For companies and schools outside the Netherlands but inside the Europese Union, designersupport counts 0% VAT (BTW) ONLLY when the company or school has delivered a VAT number to designersupport. A 'business' number is in this case not accepted.

Article 14. Payment of 'Open course' and 'In company course'

1. After registering for a course listed in Article 10 (Open course), Designersupport shall send a confirmation, discuss training dates and send the invoice related to the course to the client.
2. After acceptance of the offer referred to Article 11 (In company course) Designersupport shall send an invoice relating to the course to the client.
3. Payment of the 'Open course' invoice should be credited by the client to the Designersupport designated bank account without any right to discount or settlement

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within fourteen days and no later than the second day before the first day of the course. If payment is not made on time, the customer can not attend the Open course. The client and Designersupport will create a new appointment. Additional costs specified in Article 17 paragraph 1 will be charged to the client.

4. Payment of 'In company course' should be credited to Designersupport within fourteen days.
5. When the client does not pay within the terms listed in paragraph 3 and 4 of this Article, he or she is legally in default without further notice of default being required. The client owes 1% interest per month calculated on the outstanding invoice amount from the due date until the date of full payment, whereby part of a month is considered as a whole.
6. If the client does not pay on time or not at all, costs resulting by the client that Designersupport has to make are charged to the client. These costs include all judicial and extrajudicial costs, including the cost of summation, collection, counsel / lawyer. The extrajudicial costs are set at at least 15% of the amount due.

Article 15. Displacement appointments 'In company course' by the client

1. A training day can be moved to another date free of charge until two weeks before the training date agreed in consultation. When moving less than two weeks - and longer than one (1) week - to date, 30% of the course fee will be charged extra. When moving within one (1) week before the agreed date, 50% of the course fee is charged extra.

Article 16. 'Open course' cancellation by the client

1. Cancellation of the open course contract by the customer is only possible by e-mail no later than two (2) weeks before the first course.
2. Cancellation or shifting to another course date is possible without charge to two weeks (14 days) before the beginning. When the customer cancels from two (2) weeks to one (1) week before the first course 50% of the course fee will be charged as cancellation fee. When the customer cancels within one (1) week before the first course full course fee will be .
3. Cancellation of the course contract by the customer after commencement of the course is not possible.
4. When the participant does not appear at the course, the participant still needs to pay the full course fee.
5. Designersupport keeps the right to make organizational changes or changes to the content of its courses at any time.
6. Cancellation of the booking is not possible when a booking is done via de website eventbrite.com.

Article 17. Prevention of the student

1. A prevented student may request to be transfered to the same course on another date(s). If so
€ 19,50 ex VAT (BTW) processing fee will be charged. For transfers within one week before the first course these costs are 25% of the course fee, with a minimum of € 19.50 ex VAT (BTW).

Article 18. Cancellation by Designersupport

1. Designersupport reserves the right to cancel the course. The clients will be informed immediately. Designersupport will refund the paid course fee. If possible Designersupport offers an alternative. If the client uses this offer the course fee is not refundable.

Article 19. Substitute teacher or trainer

1. Designersupport is entitled to replace a trainer by another trainer at any time.

Article 20. Intellectual property

1. All intellectual property rights which relate to (or parts of) the Designersupport website, models, drawings, sketches, designs, pictures, image material, texts, software and advice included belong to Designersupport. The subscriber only receives user rights which are granted in these conditions or are explicitly granted otherwise.
2. Without prior written permission by Designersupport the subscriber (or by engaging third parties) is not allowed to modify, duplicate, disclose, publish or exploit the rights of the intellectual property of Designersupport using data carriers.
3. The intellectual property rights which Designersupport uses by licence may never be modified, duplicated, disclosed or exploited by the subscriber.
4. Designersupport is allowed to use technical security measures to protect provided software or parts of that. When Designersupport protected software using technical security measures the subscriber is not allowed to avoid or evade these measures. When technical security measures created by Designersupport have the effect that the subscriber is not capable of creating a backup of the software, Designersupport will offer a backup when the subscriber requests for that.
5. The subscriber may freely use drawings and files Designersupport prescribed for that use. The subscriber may use these drawings and files within the specified range.
6. When Designersupport creates work commissioned by the subscriber the intellectual rights for that work are owned by the subscriber unless otherwise agreed.

Article 21. Retention of property

1. All goods delivered by Designersupport remain property of Designersupport until the moment the subscriber has fulfilled all payments arising from agreements to deliver goods and / or perform work, including claims because of failure to comply such an agreement.
2. In the context of the agreement between the subscriber and Designersupport, Designersupport is entitled to retain its products, property rights, data, documents, services and result of services despite an existing obligation to deliver, until the subscriber paid all amounts to Designersupport.
3. The subscriber is not allowed to establish limited rights on matters which are subject to the retention of property of Designersupport. If third parties (whish to) establish (limited) rights to matters that are subject of retention of property, the subscriber should inform Designersupport immediately.
4. The subscriber should deal with all matters which fall under the matter of retention of property of Designersupport as a prudent debtor.

Article 22. Confidentiality and privacy

1. Designersupport shall not disclose any information and data relating to the subscriber which Designersupport received in the content of the assignment to third parties.
2. In the context of the agreement Designersupport will take all reasonable precautions to protect the privacy of the subscriber, including, sufficient safe storage of (personal) data of the subscriber.
3. Without permission of Designersupport, the subscriber will not reveal, publish or make available to third parties Designersupport's approach, documents, advice, answers, texts, images and footage.
4. Content of the subscriber received in the context of the assignment will only and only necessary to the extent be revealed to third parties if this is necessary for a good performance of the assignment or when it is required by a public authority in the context of law enforcement.
5. Login details obtained by the subscriber are confidential and should not be shared with others or used by any one else.

Article 23. Suspension of the subscription agreement

1. If the subscriber does not fully fulfill his obligations resulting the agreement concluded with Designersupport, Designersupport is authorized to suspend the execution of the agreement without any warning or terminate the contract without further notice and / or judicial authorization without thereby obliged to compensate damage suffered by the subscriber. Designersupport is then entitled to refuse (further) access to parts of Designersupport.nl. The subscriber is in the case of suspension or termination under this paragraph liable and required to pay all costs incurred by Designersupport, damage and also including the positive contractual interest.

Article 24. Liability

1. If Designersupport is liable, this liability is limited to what's written in this section.
2. If Designersupport is liable for direct damage, such liability shall be limited to the invoice amount of the contract, however that part of the agreement to which the liability relates.
3. Direct damage is exclusively:
 - a. the reasonable costs incurred to establish the cause and extent of the damage, where the establishment relates to damage in the sense of these terms.
 - b. any reasonable costs incurred to answer the agreement for the poor performance of Designersupport, unless this is not to be attributed to Designersupport.
 - c. Reasonable costs incurred to prevent or limit damage, where the subscriber demonstrates that these expenses resulted in mitigation of direct damage as provided in these terms and conditions.
4. Designersupport is never liable for indirect damage, including consequential damages, loss of profit, lost savings and damage due to business stagnation.
5. Designersupport does its utmost to keep its website open 24 hours a day. Designersupport is not liable for damages if the website is not open 24 hours a day nor is Designersupport in this case obliged to refund or compensation of subscription fees.

Article 25. Applicable law and jurisdiction

1. All closed agreements by Designersupport a subject of Dutch law. The applicability of the Vienna Sales Convention 1980 is excluded.
2. All disputes - including those considered by only one of the parties - that arise from a contract to which these conditions apply in whole or in part, or pursuant to other agreements which are a consequence of such agreements, shall be settled by the competent court of the domicile of Designersupport, unless mandatory statutory provision opposes. Nonetheless, Designersupport may agree with subscriber to have the dispute settled by independent arbitration.