TERMS OF SERVICE DESIGNERSUPPORT.NL
Located at Fluitekruid 21 (3892 AE) Zeewolde, Netherlands.
Listed at the Chamber of Commerce Apeldoorn, Netherlands # 08132093.

Article 1. Definitions
To these terms and conditions shall apply:
1. **Adobesupport**: 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. **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.
3. **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 or adobesupport.nl.
4. **Subscription**: The agreement between the subscriber and Adobesupport or Designersupport based on which continuous and fee the subscriber gains access to certain sections / parts of its website.
5. **Subscription fee**: A fixed rate that the subscriber owes Adobesupport or Designersupport during the term of the contract month or year (depending on the agreement made).
6. **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 Adobesupport or Designersupport to the subscriber.
7. **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. The tool is only available on designersupport.nl, not on adobesupport.nl.
8. **Adobesupport and or Designersupport websites**: The websites adobesupport.nl and designersupport.nl.
9. **Client**: The natural or legal person with whom an agreement is closed to participate in a course.
10. **Student**: The individual who actually participates to a course that is provided by Adobesupport or Designersupport on behalf of the client.
11. **Course**: Course, training, workshop, coaching, counseling or any other meeting with the aim of transferring and / or increasing knowledge and / or skills.
12. **Open course**: course with participation by student (s) from different companies and / or organizations.
13. **In company-course**:
    course participated by student (s) from the same company and / or organization.
14. **Terms of service**: present general conditions.

Article 2. Relevance
1. These terms of service shall apply to all offers, agreements and deliveries of Adobesupport and 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 Adobesupport and or Designersupport accepted those by writing.
3. When Adobesupport and or 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 Adobesupport and Designersupport maintained these terms of service smoothly.
4. Adobesupport and Designersupport reservers 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 Adobesupport and or Designersupport to establish new, legally permissible and similar provision.
6. These conditions also apply to all agreements with Adobesupport and or 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 Adobesupport and 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 Adobesupport and Designersupport by or on behalf him / her which Adobesupport and Designersupport base their offer.
3. A compound quotation does not obligates Adobesupport or 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 Adobesupport and 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 Adobesupport or Designersupport the subscriber and Adobesupport or Designersupport have a agreement.
2. The agreement between Adobesupport or 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 Adobesupport Designersupport for the current subscription year, there will be no refund of subscription fees already paid instead.
7. Adobesupport and Designersupport regularly offer a free support subscription when a workshop, training or education is booked. In that case there will be no automatic renewal of the subscription.
8. When a free subscription is offered as written in article 4.7, the subscriber cannot demand any right on receiving services from Adobesupport and Designersupport. All offered services and subscriptions are without obligation.

Article 5. Services by subscription
1. During the term of the contract, the subscriber can use:
   a. use one or more for non-subscribers unreachable sections of the website of Adobesupport or Designersupport.
      1. the sections are;

1. Styling (fashion)
2. CAD (fashion)
3. Artworks & Dessins (fashion)
4. Graphics (Graphic design)
   b. watch instruction videos;
   c. download and use files offered by Adobesupport and or Designersupport;
   d. use the designersupport.nl 'Plaiddesigner' tool;
   e. ask support questions online to the Adobesupport or Designersupport supportteam;
   f. students and interns do not have the possibility to ask for support.
2. Costs not included in the subscription are:
   a. ordering drawings;
   b. live teaching or advice;
   c. sections of the website Adobesupport or Designersupport's which where not part of the subscription.
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 ask permission to Adobesupport or 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 Adobesupport and 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 Adobesupport and or Designersupport access to the online account of the subscriber and the service of Adobesupport and or 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 Adobesupport or Designersupport to submit. This request happens via a button on the website of Adobesupport or Designersupport. The subscriber or the employee which one wishes to access should at least supply the IP address.
5. Adobesupport and Designersupport are not obliged to cooperate with a request referred to in paragraph 2 of this Article to comply. Adobesupport and 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 Adobesupport or Designersupport provides one shared user account to all relevant students. Students are only allowed to login at school with this account. Students cannot login at home with this account.
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 Adobesupport or Designersupport.
10. Designersupport offers each school a form where he or she can optionally connect students to the students e-mail address. In that case, the student can log in anywhere without having to carry out an IP request.
11. The school may only connect students that are actively studying at that school, and study

type (like for instance 'styling) at that present moment.

12. The school must archive the student's account immediately when the student leaves the study.
13. The student is allowed to login using the 2 factor authentication when working as an intern. The student's account is only allowed to be used at the intern's company when the student is physically present. It is not allowed to provide the login information over social media / mobile or e-mail while the student is not physically present at the location. When Adobesupport or Designersupport notices abuse, the account may be archived without giving a reason.

Article 7. Support offered by a subscription

1. designersupport.nl offers a Ticket system. adobesupport.nl not yet.
2. Through a special support page (Tickets) on the website designersupport.nl the subscriber can ask questions to the support team of Designersupport.
3. Because adobesupport.nl does not offers a Ticket system. When an Adobesupport customer booked a workshop, training or education, the customer is allowed to ask support over the e-mail for a given period of time that is provided by Adobesupport.
4. Both Adobesupport and Designersupport do not offer support over media like What's App, Facebook Messenger, iMessage, LinkedIn mail, sms etc.
5. Adobesupport and 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 Adobesupport or Designersupport.
6. If, on the site of Adobesupport or Designersupport an instructional is available that answers a question posed by the subscriber, Adobesupport or 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 Adobesupport or Designersupport will write a clear answer to the subscriber.
7. 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, Adobesupport or Designersupport can offer to forward the questions to a relevant expert. Adobesupport or Designersupport will offer a separate agreement for this special paid support.
8. Designersupport suffice to answer questions via it's tickets system. Adobesupport suffice to answer questions via e-mail. Adobesupport and Designersupport are not obligated to answer support questions by telephone of other media mentioned in article 7.4, or provide explanation of the answer. The choice to answer questions by telephone or e-mail is entirely by Adobesupport and Designersupport.
9. Designersupport does not answer support questions via direct email. All support questions should be made through the specially designed ticket system. Because Adobesupport does not offer a Ticket system, Adobesupport customers may ask for support over the e-mail.
10. For subscriptions to schools Designersupport does not provide support to students under any circumstance. Only teachers are allowed to use the tickets support system.
11. Adobesupport and Designersupport will never answer e-mails send by students. All contact has to go via the teacher.

Article 8. Prices and price increase subscription

1. Under the paid agreement, the subscriber owes subscription fee each 12 months in advance.
2. All prices offered by Adobesupport and Designersupport on their website or else are excluded VAT (BTW).

3. Adobesupport and Designersupport are entitled to match their prices every first of Januari. Adobesupport and Designersupport inform the subscriber at least 30 days before they have the intention to increase the subscription price.
4. If Adobesupport and or 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 Adobesupport or Designersupport at least 14 days before the planned increase of the subscription price takes place.

Article 9. Invoicing and payment subscription
1. Adobesupport and Designersupport are 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 Adobesupport or 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 Adobesupport or Designersupport have 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, Adobesupport or Designersupport's claims and the subscriber's obligations against Adobesupport or 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. Adobesupport and Designersupport are 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 Adobesupport and Designersupport can be made by the client by e-mail, telephone or preferable by completing the online registration form. Adobesupport and Designersupport also offer 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.
2. Adobesupport and Designersupport' confirm 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 requested at Adobesupport or Designersupport.
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. Adobesupport and Designersupport have no obligation to draw up a new proposal.

Article 12. Prices of 'Open course'
1. The course fees, as stated on andobesupport.nl and 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. 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), Adobesupport or 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) Adobesupport or 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 Adobesupport or Designersupport designated bank account without any right to discount or settlement 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 Adobesupport or 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 Adobesupport or 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 hole.
6. If the client does not pay on time or not at all, costs resulting by the client that Adobesupport or 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. Adobesupport and esignersupport keep 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 transferred 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 Adobesupport or Designersupport
1. Adobesupport and Designersupport reserve the right to cancel the course. The clients will be informed immediately. Adobesupport or Designersupport will refund the paid course fee. If possible Adobesupport or Designersupport offer an alternative. If the client uses this offer the course fee is not refundable.

Article 19. Substitute teacher or trainer
1. Adobesupport and Designersupport are 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 Adobesupport and Designersupport website, models, drawings, sketches, designs, pictures, image material, texts, software and advice included belong to Designersupport. The subscriber only receive user rights which are granted in these conditions or are explicitly granted otherwise.
2. Without prior written permission by Adobesupport or 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 Adobesupport and Designersupport using data carriers.
3. The intellectual property rights which Adobesupport and Designersupport uses by license may never be modified, duplicated, disclosed or exploited by the subscriber.
4. Adobesupport and Designersupport are allowed to use technical security measures to protect provided software or parts of that. When Adobesupport or Designersupport protected software using technical security measures the subscriber is not allowed to avoid or evade these measures. When technical security measures created by Adobesupport and or Designersupport have the effect that the subscriber is not capable of creating a backup

of the software, Adobesupport or Designersupport will offer a backup when the subscriber requests for that.
5. The subscriber may freely use drawings and files Adobesupport or Designersupport prescribed for that use. The subscriber may use these drawings and files within the specified range.
6. When Adobesupport or 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 Adobesupport and Designersupport remain property of Adobesupport and 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 Adobesupport or Designersupport, Adobesupport or Designersupport is entitled to retain its products, property rights, data, documents, services and result of services despite an existing obligation to deliver, until de subscriber paid all amounts to Adobesupport or Designersupport.
3. The subscriber is not allowed to establish limited rights on matters which are subject to the retention of property of Adobesupport or Designersupport. If third parties (whish to) establish (limited) rights to matters that are subject of retention of property, the subscriber should inform Adobesupport or Designersupport immediately.
4. The subscriber should deal with all matters which fall under the matter of retention of property of Adobesupport or Designersupport as a prudent debtor.

Article 22. Confidentiality and privacy
1. Adobesupport and Designersupport shall not disclose any information and data relating to the subscriber which Adobesupport and Designersupport received in the content of the assignment to third parties.
2. In the context of the agreement Adobesupport and 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 Adobesupport or Designersupport, the subscriber will not reveal, publish or make available to third parties Adobesupport and Designersupport's approach, documents, advise, 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 Adobesupport or Designersupport, Adobesupport or 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. Adobesupport and or Designersupport are then entitled to refuse (further) access to parts of adobesupport.nl and or designersupport.nl. The subscriber is in the case of suspension or termination under this paragraph liable and required to pay all costs incurred by Adobesupport or Designersupport, damage and also including the positive contractual interest.

Article 24. Liability
1. If Adobesupport or Designersupport is liable, this liability is limited to what's written in this section.
2. If Adobesupport or 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 Adobesupport or Designersupport, unless this is not to be attributed to Adobesupport or 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. Adobesupport and Designersupport are never liable for indirect damage, including consequential damages, loss of profit, lost savings and damage due to business stagnation.
5. Adobesupport and Designersupport do its utmost to keep their website open 24 hours a day. Adobesupport and Designersupport are not liable for damages if the website is not open 24 hours a day nor are Adobesupport and Designersupport in this case obliged to refund or compensation of subscription fees.

Article 25. Applicable law and jurisdiction
1. All closed agreements by Adobesupport and Designersupport are 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, Adobesupport and Designersupport may agree with subscriber to have the dispute settled by independent arbitration.