

Terms and Conditions

Polestar Digital Academy — E-Learning

These terms and conditions (the “Terms”) apply to all e-learning courses, modules and related services (the “E-Learning”) offered by Polestar Publishing b.v. (“Polestar”, “we”, “us” or “our”), a company registered with the Dutch Chamber of Commerce (KvK) under number 81206437, with its registered office at Lekdijk West 84, 3411 MZ Lopik, The Netherlands, and reachable at info@polestar-publishing.com (the “Contact Details”).

By placing an Order, creating a Learner Account, or otherwise accessing or using the E-Learning, the Customer and/or Learner agrees to be bound by these Terms. If you do not agree to these Terms, please do not access or use the E-Learning.

1. Definitions

In these Terms, the following terms have the meanings set out below:

“Account” means the personal, password-protected online account through which a Learner accesses the E-Learning.

“Agreement” means the agreement between Polestar and the Customer for the supply of E-Learning, consisting of the Order, these Terms and any applicable Course description.

“Business Customer” means a Customer acting in the exercise of a trade, business or profession.

“Consumer” means a Customer that is a natural person acting for purposes outside their trade, business, craft or profession.

“Content” means all course materials, texts, videos, images, assessments, software and other materials made available as part of the E-Learning.

“Course” means an individual e-learning course or module offered by Polestar.

“Customer” means the natural or legal person that places an Order and thereby enters into the Agreement with Polestar, and who accepts these Terms.

“Learner” means the individual who actually uses a given Account to access and complete a Course, being either the Customer itself or an individual designated by the Customer.

“Order” means a Customer’s order for E-Learning, placed via the Website or otherwise agreed in writing (including by email) with Polestar.

“Parties” means Polestar and the Customer together, each a “Party”.

“Website” means www.polestar-publishing.com, or such other website Polestar may use to make the E-Learning available.

“Access Period” means the 12-month period during which a Learner may access a purchased Course, as further described in clause 4.

“Working Day” means a day other than a Saturday, Sunday or public holiday in the Netherlands.

2. Applicability

- 2.1 These Terms apply to every offer made by Polestar, every Order, and every Agreement between Polestar and a Customer relating to the E-Learning, to the exclusion of any purchasing or other terms put forward by the Customer.
- 2.2 Deviations from these Terms are only valid if agreed in writing between the Parties.
- 2.3 If any provision of the Agreement conflicts with these Terms, the specific provision agreed in writing between the Parties shall prevail.

3. Formation of the Agreement

- 3.1 An Order placed via the Website constitutes an offer by the Customer to purchase the relevant E-Learning. The Agreement is formed when Polestar confirms the Order in writing (including by automated email) or, if earlier, when Polestar begins to perform (for example, by granting access to a Course).
- 3.2 Polestar may decline or cancel an Order at its discretion prior to acceptance, for example where information provided by the Customer appears incorrect or incomplete, or where payment cannot be verified.
- 3.3 The Customer must provide accurate, complete and up-to-date information when placing an Order and creating an Account, and is responsible for keeping such information current.

4. Access to and Use of the E-Learning

- 4.1 Following payment (or agreed invoicing) and creation of a Learner Account, Polestar will provide the Learner with access to the purchased Course.
- 4.2 Each Learner will have access to the relevant Course for a period of 12 (twelve) months from the date on which access is first granted (the "Access Period"). After expiry of the Access Period, access to the Course and any related Content will end automatically, without further notice and without any right to a refund or extension, unless otherwise agreed in writing.
- 4.3 Where a Customer purchases E-Learning for one or more Learners other than itself, the Customer must provide the email address of each Learner. Each Learner will receive an invitation to activate their Account. This invitation is valid for three months from the date it is sent; if not used within that period, it will lapse without the Customer being entitled to a refund or a replacement invitation, save where this is due to a cause attributable to Polestar.
- 4.4 An Account is personal and may only be used by the Learner for whom it was created. The Customer and the Learner must keep the login details confidential and must not share them with, or allow use of the Account by, any other person. Any suspected unauthorised use of an Account must be reported to Polestar without delay via the Contact Details.
- 4.5 The Customer is responsible for ensuring that it and its Learners have suitable hardware, software and internet connectivity to access the E-Learning. Costs relating to such equipment and connectivity are for the Customer's account. Polestar provides the E-Learning remotely via the internet only; no physical or offline copies of the Content are provided unless expressly agreed otherwise.
- 4.6 The E-Learning may be interrupted from time to time, for example for maintenance, technical faults or updates. Such interruptions do not constitute a failure by Polestar to perform the Agreement, save where the E-Learning is unavailable, for reasons attributable to Polestar, for more than 10% of the total Access Period.

5. Right of Withdrawal (Consumers)

- 5.1 This clause 5 applies only to Consumers.
- 5.2 A Consumer has the right to withdraw from the Agreement without giving reasons within 14 calendar days of the Agreement being formed, in accordance with Dutch and EU consumer protection law.
- 5.3 To exercise this right, the Consumer must inform Polestar of their decision to withdraw by an unambiguous statement (for example, by email to the Contact Details) before expiry of the withdrawal period.
- 5.4 The right of withdrawal does not apply, and lapses in full, once the Learner has activated their Account and started the Course, provided that: (a) Polestar has requested the Consumer's express prior consent to immediate access to the E-Learning during the withdrawal period; and (b) the Consumer has acknowledged that they thereby lose their right of withdrawal. This exception reflects the fact that digital content, once accessed, cannot practicably be "returned".
- 5.5 If a Consumer validly withdraws in accordance with this clause 5, Polestar will refund all payments received from the Consumer for the relevant Order within 14 days of being informed of the withdrawal, using the same payment method used for the original transaction unless otherwise agreed.

6. Fees and Payment

- 6.1 The fees payable for a Course are as stated on the Website or in Polestar's offer at the time the Order is placed. Prices quoted to Consumers are inclusive of VAT; prices quoted to Business Customers may be exclusive of VAT, which will be added at the applicable rate.
- 6.2 Unless otherwise agreed in writing, fees are payable in advance, prior to Polestar granting access to the relevant Course. Polestar is not obliged to grant access until payment has been received or, where invoicing has been agreed, until the applicable payment term has been met.
- 6.3 Where payment is made by invoice, the Customer must pay within 14 days of the invoice date, unless a different term is agreed in writing.
- 6.4 If a Customer fails to pay any amount due by its due date, Polestar may, without prejudice to its other rights, suspend access to the E-Learning until payment is received, and charge statutory interest and reasonable collection costs in accordance with Dutch law.
- 6.5 Polestar may amend its prices from time to time. Price changes do not affect Orders already confirmed.

7. Course Content and Disclaimers

- 7.1 Polestar uses reasonable skill and care in developing and maintaining the Content and will use reasonable endeavours to ensure it is accurate and up to date. Polestar's obligations in respect of the E-Learning are an obligation of effort and not an obligation to achieve a specific result, unless expressly agreed otherwise.
- 7.2 Polestar may update, amend or withdraw Content from time to time, including to reflect changes in law, regulation or best practice, without this constituting a breach of the Agreement, provided the E-Learning purchased by the Customer remains substantially available for use during the Access Period.

- 7.3 Where a Course is stated to be accredited or to carry continuing professional development (CPD) points, this reflects the position at the time the Course description was published and may change. Polestar is not liable if accreditation lapses or changes after the Agreement is formed, unless Polestar has separately and expressly guaranteed accreditation for a specified period.
- 7.4 The E-Learning is provided for general training and educational purposes only. It does not constitute professional, medical, legal or financial advice specific to any individual's circumstances and should not be relied upon as such.

8. Intellectual Property

- 8.1 All intellectual property rights in and to the E-Learning and the Content, including all Course materials, texts, video, software, trademarks and logos, are and remain vested in Polestar or its licensors.
- 8.2 The Customer and Learner are granted a personal, non-exclusive, non-transferable, non-sublicensable right to access and use the Content solely for their own learning purposes during the Access Period, in accordance with these Terms.
- 8.3 The Customer and Learner must not copy, reproduce, publish, distribute, sell, rent out, sublicense, adapt, reverse engineer or otherwise make available to third parties any part of the Content, save to the extent expressly permitted by these Terms or required by mandatory law.
- 8.4 Nothing in these Terms transfers any intellectual property rights to the Customer or Learner.

9. Customer and Learner Obligations

- 9.1 The Customer and each Learner shall: (a) use the E-Learning only for lawful purposes and in accordance with these Terms; (b) not use the E-Learning in any way that infringes the rights of, or restricts or inhibits the use of the E-Learning by, any other person; and (c) not upload, transmit or facilitate any material that is unlawful, harmful, defamatory, obscene or otherwise objectionable.
- 9.2 The Customer is responsible for compliance with these Terms by its Learners and remains liable for any breach of the Agreement by a Learner as if it were the Customer's own breach.

10. Suspension, Cancellation and Duration

- 10.1 Polestar may suspend or, in serious cases, terminate a Learner's access to the E-Learning with immediate effect and without liability to Polestar if: (a) the Customer or Learner breaches these Terms, including any obligation regarding payment or use of the Account; (b) Polestar reasonably suspects misuse of an Account, for example logins from an unusual number of distinct locations or IP addresses; or (c) the Customer is subject to suspension of payments, bankruptcy or a comparable insolvency procedure.
- 10.2 Suspension or termination under this clause does not affect the Customer's payment obligations and, save where required by mandatory consumer law, does not entitle the Customer to a refund.
- 10.3 The Agreement in respect of a given Course ends automatically upon expiry of the applicable Access Period, without notice being required.

11. Liability

- 11.1 Nothing in these Terms excludes or limits Polestar's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under Dutch law.
- 11.2 Subject to clause 11.1, Polestar's total liability arising out of or in connection with the Agreement, whether in contract, tort or otherwise, is limited to the amount paid by the Customer under the Agreement for the Course giving rise to the claim in the 12 months preceding the event giving rise to liability, or, where Polestar's liability insurance provides cover for the relevant event, to the amount actually paid out under that insurance (plus any applicable excess), if higher.
- 11.3 Subject to clause 11.1, Polestar shall not be liable for indirect or consequential loss, including loss of profit, loss of business, loss of goodwill, or loss or corruption of data.
- 11.4 Any claim by the Customer against Polestar lapses one year after the Customer became aware, or could reasonably have become aware, of the facts on which the claim is based, without prejudice to any shorter statutory limitation period.

12. Force Majeure

- 12.1 Polestar is not liable for any failure or delay in performing the Agreement caused by circumstances beyond its reasonable control, including but not limited to failures of suppliers or subcontractors, internet or power outages, cyberattacks, strikes, government measures, fire, flood or other events of force majeure.
- 12.2 If a force majeure event prevents performance for more than 10 Working Days, either Party may terminate the Agreement in writing without either Party being liable for any resulting loss.

13. Data Protection

- 13.1 Polestar processes personal data of Customers and Learners in accordance with applicable data protection law, including the GDPR, and Polestar's privacy policy available at [privacy policy URL].
- 13.2 Personal data provided in connection with the Agreement will be used only for the purposes of performing the Agreement, providing the E-Learning, and any other purposes described in the privacy policy.
- 13.3 Where the Customer purchases E-Learning on behalf of Learners, the Customer confirms it is authorised to share the Learners' contact details with Polestar for this purpose.

14. Amendments to these Terms

- 14.1 Polestar may amend these Terms from time to time. The version of the Terms applicable to an Order is the version published on the Website at the time the Order is placed, save for changes required by law, which may apply immediately.
- 14.2 Material changes affecting an existing Agreement will be notified to the Customer in advance where reasonably practicable.

15. Miscellaneous

- 15.1 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision will be replaced by a valid provision that most closely reflects its intended purpose.
- 15.2 The Customer may not assign or transfer any rights or obligations under the Agreement without Polestar's prior written consent. Polestar may transfer its rights and obligations under the Agreement to an affiliated company or successor business, provided this does not materially prejudice the Customer's rights.
- 15.3 Failure by Polestar to enforce any right under the Agreement does not constitute a waiver of that right.
- 15.4 These Terms, together with the applicable Order and Course description, constitute the entire agreement between the Parties in relation to their subject matter and supersede any prior agreements or understandings.

16. Governing Law and Disputes

- 16.1 The Agreement and these Terms are governed exclusively by the laws of the Netherlands, to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods (CISG).
- 16.2 Any dispute arising out of or in connection with the Agreement shall be submitted to the competent court in the district in which Polestar has its registered office, without prejudice to the right of a Consumer to bring proceedings before the competent court of their own place of residence, and without prejudice to any mandatory consumer protection rules that may apply.
- 16.3 If the Customer is a Consumer resident in the EU, they may also make use of the European Commission's Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr>, where applicable.

Contact

For questions about these Terms or the E-Learning, please contact Polestar at info@polestar-publishing.com.