

Terms and Conditions | Integrity Insight & Integrity Academy

ARTICLE 1 | DEFINITIONS

In these terms and conditions, the following terms, always written with a capital letter, are used in the following meaning:

Integrity: the private limited liability company Integrity Insight B.V., also trading under the name Integrity Academy, user of these terms and conditions, established at Park Arenberg 64, 3731 ET De Bilt, The Netherlands, registered in the Dutch Trade Register under Chamber of Commerce number 99555506.

Client: any natural or legal person with whom Integrity has concluded or intends to conclude an Agreement.

Consumer: a Client who is a natural person not acting in the course of a profession or business. Agreements with Consumers are concluded exclusively with regard to E-Learning.

Parties: Integrity and the Client jointly.

Agreement: any agreement between Parties under which Integrity has committed itself to providing Services to the Client.

Services / Service Provision: all performances to which Integrity has committed itself under the Agreement, including but not limited to consultancy, interim services, compliance advice, risk management, coaching, conducting scans, monitoring, analyses, research, process optimisation, implementation support, training, education, and the provision of E-Learning.

E-Learning: the entirety of (educational) content, including digital training, modules, assessments, and related functionalities, which Integrity makes available to the User via the Platform under the Agreement.

User: any natural person who is entitled under the Agreement to use the E-Learning, whether or not also the Client.

Platform: the digital learning environment, including a Learning Management System (LMS) such as TalentLMS or any other environment designated by Integrity, through which Integrity makes the E-Learning available to the User.

Written: communication in writing, communication by email, or any other form of communication that, given the state of technology and prevailing societal standards, can reasonably be regarded as equivalent.

ARTICLE 2 | GENERAL PROVISIONS

1. These terms and conditions apply to every offer made by Integrity, every Agreement, and all legal relationships arising between Parties.
2. These terms and conditions also apply to Agreements for the performance of which third parties are engaged by Integrity.
3. The applicability of any general terms and conditions of the Client, under any designation, is expressly rejected.
4. Deviation from these terms and conditions is only possible if expressly agreed in Writing, such as through an offer issued by Integrity and accepted by the Client. If and insofar as the provisions of these terms and conditions deviate from what Parties have expressly agreed in Writing, the Written agreement between Parties shall prevail.
5. The possible nullity or invalidity of one or more provisions of these terms and conditions or of the Agreement as a whole does not affect the validity of the remaining provisions. In such a case, Parties shall consult with each other to agree on a replacement provision that reflects the purpose and intent of the original provision as closely as possible.

ARTICLE 3 | OFFER AND FORMATION OF AGREEMENTS

1. Every offer made by Integrity is non-binding, even if the offer specifies a period of validity. Integrity may revoke its offer immediately, or at least as soon as possible, after acceptance by the Client.
2. The Client cannot derive any rights from an offer that contains an obvious error or mistake, nor from an offer based on incorrect or incomplete information provided by the Client.
3. Subject to the provisions of paragraph 1, every Agreement is formed at the moment the Client accepts the offer from Integrity in the manner designated by Integrity. If the Client's acceptance deviates from Integrity's offer, the Agreement is not formed in accordance with this deviating acceptance unless Integrity indicates otherwise.
4. If the Client enters into the Agreement on behalf of another natural or legal person, the Client declares to be authorised to do so. Integrity is entitled to request proof of such authority. The Client is jointly and severally liable, together with this (legal) person, for fulfilling the obligations arising from the Agreement.

ARTICLE 4 | RIGHT OF WITHDRAWAL FOR CONSUMERS

1. Subject to the provisions of this article, and in particular the following paragraph, the Consumer may withdraw from the Agreement within 14 days after its formation without stating reasons.
2. The Consumer has no right of withdrawal in the case of E-Learning, as the digital content is made available to the Consumer immediately after the Agreement is concluded. A condition for exclusion of the right of withdrawal is that performance has begun with the Consumer's explicit prior consent and that the Consumer has declared that they thereby waive their right of withdrawal. At the time of registration for E-Learning, it is explicitly stated that by registering, the Consumer agrees that performance will begin within the withdrawal period and that they waive their statutory right of withdrawal.
3. Performance within the 14-day withdrawal period of an Agreement relating to Services other than E-Learning shall only take place at the explicit request of the Consumer. At the time of registration for such Services, it is explicitly stated that by registering, the Consumer agrees that performance will begin within the withdrawal period.
4. If the Consumer exercises the right of withdrawal after making a request as referred to in the previous paragraph, the Consumer owes Integrity an amount proportional to the part of the Agreement that has already been performed at the time of withdrawal.
5. The Consumer may withdraw from the Agreement by submitting a request via email, via the withdrawal button on Integrity's website, or by using the model withdrawal form provided by Integrity. As soon as Integrity has been informed of the Consumer's intention to withdraw, and provided the conditions of this article have been met, Integrity will confirm the withdrawal by email.
6. Integrity will refund any payment already received from the Consumer, minus any proportional amount as referred to in paragraph 4, as soon as possible and no later than 14 days after withdrawal.

ARTICLE 5 | COOLING-OFF PERIOD, CANCELLATION AND REFUNDS

1. For open enrolments, a cooling-off period of 14 days applies, during which the enrolment may be cancelled free of charge.
2. This cooling-off period also applies if the participant enrolls individually and the payment is made by an employer or company.
3. If an employer or company enters into a contract for a training programme, the cooling-off period does not apply.
4. The cooling-off period expires once the first learning moment has taken place. This is the case when:
 - access to the digital learning environment has been provided, or
 - learning materials have been received, or
 - the course has commenced.

A training programme is deemed to have commenced once access to the digital learning environment or learning materials has been granted. Until the moment access is provided, the participant may cancel free of charge. Once access has been granted, the first learning moment has taken place and cancellation is no longer possible. For directly delivered e-learning, access to the digital learning environment is provided immediately upon payment. As the content becomes directly available to the participant and the first learning moment occurs at that moment, cancellation after purchase is not possible.

5. In the event of a refund, Integrity Academy applies a standard refund period of 14 days, regardless of the reason for the refund.

ARTICLE 6 | SERVICES OTHER THAN E-LEARNING

1. The provisions of this article apply to Services other than E-Learning, such as consultancy, interim services, compliance advice, risk management, coaching, and similar activities.
2. Integrity provides the Services at its own discretion and organisation, taking into account what Parties have expressly agreed in Writing.
3. Unless expressly agreed otherwise in Writing, Integrity is only bound to a best-efforts obligation. Integrity therefore does not guarantee that the Services will achieve any intended result, nor that systems, processes, or solutions recommended or implemented by Integrity will function properly in all cases or under all circumstances.
4. If and insofar as the Services consist of implementation support or guidance in the use of software, systems, or processes, the ultimate operation, application, implementation, and compliance within the Client's organisation remain entirely the Client's responsibility.
5. Advice, analyses, and other statements made by Integrity in the context of the Services do not qualify as legal advice. The Client remains responsible for obtaining legal advice if and insofar as decisions or actions may have legal consequences.
6. Integrity is not responsible for delays, obstacles, or shortcomings in the performance of the Services resulting from circumstances on the part of the Client, including failure to provide information, failure to provide timely or complete information, lack of cooperation, internal decision-making processes, capacity issues, changes in priorities, or other organisational circumstances within the Client's organisation. Such circumstances do not constitute a shortcoming by Integrity and may lead to adjustments in planning, lead time, and costs.
7. If additional work or costs arise as a result of circumstances referred to in the previous paragraph, Integrity is entitled to charge these to the Client.

Independence of Integrity

8. Integrity performs the Services as an independent contractor. No employment agreement, fictitious employment relationship, or relationship of authority as referred to in Article 7:610 of the Dutch Civil Code exists between Parties.
9. Parties explicitly do not intend to enter into an employment relationship and will structure their cooperation in such a way that no relationship of authority, supervision, or control by the Client over Integrity exists. Integrity is not organisationally embedded in the Client's organisation and is not part of its hierarchical structure.
10. Integrity independently determines how, with which resources, and by whom the Services are performed, taking into account what Parties have expressly agreed in Writing. The Client is not authorised to give instructions regarding the substantive performance of the Services other than concerning the desired result.
11. Integrity is entitled to have the Agreement performed by a third party of its choice. The selection of any replacement is made solely by Integrity. The Agreement does not oblige Integrity to personally perform the Services.
12. Integrity independently determines working hours and the place of performance of the Services, unless Parties have expressly agreed otherwise in Writing.
13. Integrity generally uses its own equipment and tools, unless the use of the Client's systems or resources is necessary or desirable for the performance of the Services.
14. Integrity is free to perform work for other clients during the term of the Agreement.
15. Integrity bears its own entrepreneurial risk and is responsible for paying taxes and social security contributions.
16. Integrity is not responsible for storing, archiving, or retaining documents, data, or other materials of the Client after completion of the Services. The Client is responsible for securely storing and archiving its own data and documentation.
17. The provisions of this article form an essential part of the Agreement. The Client shall refrain from any conduct incompatible with these provisions.

ARTICLE 7 | TERM OF THE AGREEMENT

The Agreement ends upon completion of the agreed Services or upon expiry of the (access) period for which it was entered into. If Parties wish to continue the Services after expiry of the Agreement, a new or supplementary Agreement must be concluded. For E-Learning, the provisions of Article 10.1 apply accordingly.

ARTICLE 8 | GENERAL OBLIGATIONS OF THE CLIENT

1. The Client must provide all information reasonably relevant for the setup and performance of the Agreement as soon as required for such setup or performance, fully and in the manner prescribed by Integrity. The Client guarantees the accuracy, completeness, and timeliness of all information provided to Integrity.
2. The Client must provide all cooperation required for the performance of the Agreement. The Client shall take all reasonable measures to optimise the performance of the Agreement and must comply with any instructions provided by Integrity for the performance of the Services.
3. If and insofar as the Services are performed at the Client's location or another location designated and agreed upon by Parties, the Client shall ensure that the designated space is suitable and that Integrity can use all reasonably required items and facilities at that location free of charge.
4. If and insofar as the Services relate to the use of E-Learning, the Client guarantees that Users have suitable equipment, software, configurations, and a sufficiently stable internet connection to use the Platform properly. Any associated costs are borne by the Client.
5. The Client guarantees that Users handle login credentials carefully and do not share them with third parties. The Client is responsible for all actions performed through accounts assigned to the Client or its Users.

ARTICLE 9 | THIRD PARTIES

1. Integrity is at all times entitled to have the Agreement performed wholly or partially by third parties and to involve third parties in the performance of the Agreement. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded.
2. These terms and conditions are also stipulated for the benefit of the third parties referred to in the previous paragraph. These third parties may invoke the provisions of these terms and conditions against the Client as if they were themselves a Party to the Agreement, insofar as the nature or purpose of the provision does not exclusively reserve the right to Integrity.
3. It is possible that the third parties referred to in paragraph 1 wish to limit their liability. Integrity assumes, and hereby stipulates if necessary, that the Agreement authorises Integrity to accept such limitation of liability on behalf of the Client.

ARTICLE 10 | E-LEARNING

1. Integrity grants the User a non-exclusive, non-transferable, and non-sublicensable right of use with respect to the Platform and the E-Learning, for the duration expressly agreed in Writing, provided that, unless expressly agreed otherwise, access to E-Learning for Consumers is granted for a period of one year after formation of the Agreement.

2. Upon expiry of the agreed usage period, the right of use automatically terminates without Integrity being obliged to extend it. Integrity may, at its discretion, offer an extension.
3. The right of use is strictly personal. The Client and Users are not permitted to share, transfer, or otherwise make accounts, login credentials, or access to E-Learning available to third parties.
4. Integrity is entitled to block or terminate access to the Platform and/or E-Learning, wholly or partially and temporarily or permanently, in the event of (suspected) misuse, including but not limited to:
 - sharing accounts or login credentials;
 - unauthorised copying, distribution, disclosure, or use of (parts of) the E-Learning;
 - circumventing or attempting to circumvent technical security measures;
 - use contrary to these terms and conditions or otherwise unlawful conduct.

In such cases, Integrity is not obliged to provide any refund or compensation.

5. Integrity uses a Platform provided by a third party. Integrity does not guarantee that the Platform functions on all devices, browsers, or configurations and is not liable for malfunctions, limitations, data loss, incorrect or missing progress tracking, or changes resulting from the Platform, unless caused by intent or deliberate recklessness by Integrity.
6. Integrity may temporarily restrict or interrupt access to the Platform due to technical limitations, maintenance, updates, security measures, or capacity constraints, including limitations in the number of simultaneous users. Integrity will endeavour to lift such restrictions as soon as possible but is not liable for any compensation.
7. The Client guarantees that Users comply with all conditions relating to the use of the Platform and E-Learning and is responsible for all actions performed through accounts assigned to the Client or its Users.
8. The Client and Users are not permitted to download, store, reproduce, edit, translate, distribute, record (including screen recording), or otherwise use the E-Learning or parts thereof outside the Platform, unless expressly permitted in Writing by Integrity.
9. Integrity is entitled to implement technical measures to protect the E-Learning and prevent unauthorised use. Circumventing or attempting to circumvent such measures is prohibited.
10. Integrity may modify, supplement, update, or replace the content of the E-Learning, modules, or parts thereof to maintain quality and relevance. Such changes do not constitute a shortcoming and do not entitle the Client to a refund or compensation.
11. Updates, new versions, or expansions of the E-Learning are not automatically included in the original Agreement unless expressly agreed otherwise in Writing. Integrity may determine at its discretion whether and under what conditions such updates are offered.
12. If a certificate, proof of participation, or similar confirmation is provided in the context of E-Learning, the following applies:
 - it relates only to the version of the E-Learning completed by the User;
 - the Client and User are responsible for timely saving or downloading;
 - no rights can be derived regarding actual mastery or correct application of the content.
13. The E-Learning is intended solely for educational purposes and does not constitute legal advice, compliance advice, or recommendations for specific situations. The Client and User remain responsible for applying the content and complying with applicable laws and regulations.
14. Integrity strives for accurate and up-to-date content but does not guarantee completeness, accuracy, or timeliness, particularly in light of possible changes in laws, regulations, standards, and guidelines.
15. Completion of the E-Learning and/or obtaining a certificate does not guarantee compliance with applicable laws, internal policies, audit requirements, or other compliance obligations.

ARTICLE 11 | FORCE MAJEURE

1. Integrity is not obliged to continue performing the Agreement if and for as long as it is unable to do so due to force majeure. In addition to what is understood under statutory provisions and case law, force majeure includes illness or other incapacity for work, malfunctions or outages of systems, software, or third-party platforms used (including the Platform for E-Learning), technical failures, fire, transport restrictions, power outages, internet outages, cyber incidents, malfunctions at suppliers or other engaged third parties, government measures, pandemics, capacity issues, and other circumstances beyond Integrity's control that render performance of the Agreement permanently or temporarily impossible.
2. If the force majeure situation renders performance of the Agreement permanently impossible or lasts or will last longer than three months, Parties are entitled to terminate the Agreement with immediate effect.
3. If Integrity has already partially fulfilled its obligations at the time the force majeure situation arises, or can only partially fulfil its obligations, it is entitled to invoice the already performed or still performable part separately as if it were an independent Agreement.
4. Damage resulting from force majeure is not eligible for compensation.

ARTICLE 12 | SUSPENSION AND TERMINATION

1. Unless the Client's shortcoming, given its special nature or minor significance, does not reasonably justify suspension and its consequences, Integrity is entitled to suspend further performance of the Agreement if and for as long as the Client fails to fulfil its due (payment) obligations under the Agreement (including these terms and conditions).
2. Integrity is entitled to terminate the Agreement in whole or in part with immediate effect if the Client fails to fulfil its obligations under the Agreement, unless the Client's shortcoming, given its special nature or minor significance, does not reasonably justify termination and its consequences. If fulfilment of the Client's obligations is not permanently impossible, the right to terminate only arises after the Client has been given notice of default in Writing, specifying a reasonable period within which the Client may still fulfil its obligations, and fulfilment has not occurred after expiry of that period. This does not apply if Integrity must infer from a statement by the Client that the Client will permanently fail to fulfil its obligations, in which case notice of default may be omitted.
3. Unless the Client has already fully fulfilled its (future) payment obligations towards Integrity, Integrity is entitled to terminate the Agreement with immediate effect if the Client is declared bankrupt, applies for suspension of payments, is placed under guardianship or administration, or otherwise loses the power to dispose of its assets or parts thereof.
4. Integrity is further entitled to terminate the Agreement in whole or in part if circumstances arise that make performance of the Agreement impossible or that make unaltered continuation of the Agreement unreasonable for Integrity.
5. The Client is never entitled to any form of compensation in connection with Integrity's exercise of its rights of suspension and/or termination under this article.
6. If the grounds for suspension or termination are attributable to the Client, Integrity is entitled to compensation for the damage it suffers as a result.
7. If Integrity terminates the Agreement under this article, all outstanding claims against the Client become immediately due and payable.

ARTICLE 13 | PRICES, COSTS AND PAYMENTS

1. Parties agree the price and any additional costs expressly and in Writing, provided that any parking costs at the Client's location or another location designated and agreed upon by Parties may always be charged to the Client.
2. All amounts stated by Integrity and owed by the Client are exclusive of VAT, unless expressly stated otherwise in Writing, and provided that offers directed at Consumers state amounts inclusive of VAT.
3. If the Services are provided at an hourly rate and the Agreement has a duration longer than one month, invoicing takes place monthly on a post-calculation basis.
4. For E-Learning purchased by Consumers, payment must be made in advance, after which access to the E-Learning is granted. For E-Learning not purchased by a Consumer, invoicing takes place monthly.
5. Payments must be made in the manner designated by Integrity, within the period specified by Integrity. In the case of bank transfer, Integrity applies a standard payment term of 14 days after invoice date, unless agreed otherwise in individual cases.
6. Integrity is entitled to make invoices available to the Client exclusively by email.
7. In the event of liquidation, bankruptcy, or suspension of payments of the Client, claims against the Client become immediately due and payable.
8. The Client must always pay without invoking suspension or set-off, unless statutory provisions for Consumers prohibit this.
9. If the Client fails to pay on time, default occurs automatically. From the day default begins, the Client owes interest of 2% per month on the outstanding amount, with part of a month counted as a full month. For Consumers, default only begins after the Consumer has been unsuccessfully reminded to pay within 14 days from the day after receipt of the reminder. From the moment default begins, the Consumer owes statutory interest on the outstanding amount.
10. All reasonable costs, including judicial, extrajudicial, and enforcement costs, incurred to obtain payment from the Client, are borne by the Client. Extrajudicial collection costs for Consumers are determined in accordance with the Dutch Collection Costs Act (Wet Incassokosten).
11. Objections to the amount or content of an invoice must be submitted in Writing within a reasonable period after the invoice date, failing which the right to object lapses. Objections do not suspend the Client's payment obligation.

ARTICLE 14 | LIABILITY AND INDEMNIFICATION

1. Integrity provides the Services to the best of its knowledge and ability and in accordance with the standards of a competent professional. However, Integrity is only bound to a best-efforts obligation; Integrity can never guarantee that the results intended by the Client or User will be achieved, nor that systems, processes, or solutions recommended, designed, or implemented by Integrity will function properly in all cases or under all circumstances.

2. Integrity is not liable for damage related to or caused by inaccuracies or incompleteness in information provided by the Client or User, any other shortcoming in the fulfilment of the Client's or User's obligations under the law or the Agreement, or any other circumstance not attributable to Integrity.
3. Integrity accepts no liability for damage resulting from actions or omissions of the Client or User based on knowledge, advice, analyses, and/or skills acquired in the context of the Services.
4. Integrity's liability for indirect damage, consequential damage, lost profits, missed savings, reduced goodwill, reputational damage, business interruption, damage resulting from claims by customers or employees of the Client, delay damage, interest damage, immaterial damage, mutilation or loss of data, and all other forms of damage not mentioned in the next paragraph, regardless of the cause, is excluded.
5. The limitations of liability in these terms and conditions do not apply if the damage is due to intent or deliberate recklessness by Integrity or its managerial subordinates. Integrity is, subject to the limitation in the next paragraph, only liable for attributable direct damage. Direct damage exclusively includes:
 - reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
 - reasonable costs necessary to have Integrity's defective performance brought into conformity with the Agreement, insofar as attributable to Integrity;
 - reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have limited direct damage within the meaning of these terms and conditions.
6. If, notwithstanding the exclusions of liability in these terms and conditions, any liability rests on Integrity, such liability is initially limited to proper performance of the Services. If such remedy is not possible or demonstrably pointless, Integrity's liability is limited to a maximum of the invoice value of the Agreement, or the part of the Agreement to which the liability relates, or, if the Agreement has already lasted longer than six months, the invoice value owed over the last six months. In no case shall Integrity's liability exceed the amount actually paid out under Integrity's liability insurance in the relevant case, plus any applicable deductible.
7. Without prejudice to the previous paragraph, any claim for damages lapses if the Client does not report the damage to Integrity in Writing within a reasonable period after discovering or reasonably having been able to discover the damage.
8. Contrary to statutory limitation periods, the limitation period for all claims and defences against Integrity is one year. Legal claims and defences of Consumers based on facts that would justify the assertion that the E-Learning does not conform to the Agreement expire two years after the E-Learning has been made available, unless the Consumer did not know or could not reasonably have known of the defect, in which case the first sentence applies.
12. The Client indemnifies Integrity against any claims by the Client or third parties (including Users) for damage attributable to parties other than Integrity. If Integrity is held liable by third parties, the Client must assist Integrity both in and out of court and do everything reasonably expected of him. If the Client fails to take adequate measures, Integrity is entitled, without notice of default, to take such measures itself. All costs and damage incurred by Integrity and/or third parties as a result are fully borne by the Client.

ARTICLE 15 | INTELLECTUAL PROPERTY

1. Integrity, or its licensors, including affiliated companies, partners, or other rights holders within the structure of Integrity (including, but not limited to, entities that hold and/or exploit intellectual property rights), reserves the copyright and all other intellectual property rights to all works developed, used, or made available by or on behalf of Integrity, including methods, procedures, models, analyses, reports, advice, presentations, course materials, training materials, the E-Learning, formats, templates, and other materials, regardless of the form in which they are provided.
2. The exercise of the rights referred to in the previous paragraph, including publication and reproduction, is reserved exclusively to Integrity or its licensors, both during and after the performance of the Agreement. Nothing in the Agreement (including these terms and conditions) constitutes a transfer of any intellectual property right.
3. The Client and Users obtain only a limited, non-exclusive, non-transferable, and non-sublicensable right of use with respect to the works referred to in paragraph 1, and only insofar as necessary for use in accordance with the nature and purpose of the Agreement.
4. The Client and Users are not permitted to copy, reproduce, edit, publish, duplicate, distribute, commercially exploit, or otherwise make available to third parties the works referred to in paragraph 1, or any part thereof, unless expressly permitted in Writing by Integrity.
5. Insofar as customised work is developed or specific materials are created in the context of the Agreement, such works also fall under the intellectual property rights of Integrity or its licensors. The fee paid by the Client serves solely to develop and make available the relevant works and does not constitute a transfer of intellectual property rights.

6. Integrity reserves the right to reuse, further develop, and exploit the knowledge, insights, structures, methodologies, models, and concepts developed in the context of the Agreement, as well as non-Client-identifiable components of customised work, for other assignments or purposes, provided that no confidential information of the Client is disclosed.

ARTICLE 16 | COMPLAINTS PROCEDURE

1. Integrity strives for a high-quality level of service, both with respect to consultancy, interim and advisory services, and with respect to E-Learning and other activities.
2. If the Client or User is not satisfied with the performance of the Agreement, they are requested to report this as soon as possible, preferably first through informal consultation with the relevant person or representative of Integrity, in order to reach an appropriate solution by mutual agreement.
3. If a complaint cannot be satisfactorily resolved through mutual consultation, a formal complaint may be submitted by means of a Written notification via the email address: directie@integrityinsight.nl.
4. Integrity will confirm receipt of a formal complaint within five working days and will process and handle the complaint as soon as possible, but in principle within four weeks after receipt. If a longer period is required, the complainant will be informed of this with reasons, including the expected timeframe for resolution.
5. Complaints must be submitted as soon as possible, but no later than within a reasonable period after the Client or User has discovered, or reasonably should have discovered, the defect. Failure to submit a complaint in time may result in the Client losing their rights in this regard.
6. Complaints are handled confidentially by Integrity and are recorded for the purpose of quality control and improvement of its services.
7. Insofar as this follows from applicable regulations, industry requirements, or registration with a quality register (including a CRKBO registration), the Client or User may, after the internal complaints procedure has been completed, submit a complaint to an independent third party. In such cases, Integrity will provide further information regarding the manner in which and the body to which such a complaint may be submitted.

ARTICLE 17 | CONFIDENTIALITY

1. Parties undertake to maintain strict confidentiality regarding all confidential information obtained from each other in the context of the Agreement.
2. Information is considered confidential if it is designated as such by a Party, or if this follows from the nature of the information.
3. The duty of confidentiality applies both during the term of the Agreement and after its termination.
4. Integrity is entitled to use anonymised and non-person-identifiable data for internal analysis, quality improvement, statistical purposes, and the development of services.
5. Integrity is entitled to state in general terms that it has provided services to the Client, provided that no confidential information is disclosed. The use of the Client's name, logo, or specific references shall only take place with the Client's prior Written consent.

ARTICLE 18 | PROCESSING OF PERSONAL DATA

1. Insofar as Integrity processes personal data on behalf of the Client in the context of performing the Agreement and thereby qualifies as a processor within the meaning of the General Data Protection Regulation (GDPR), this article serves as the data processing agreement between the Parties. In that case, the Client acts as the controller, unless the nature of the processing or explicit Written arrangements indicate otherwise.
2. Integrity processes personal data solely on the basis of documented instructions from the Client, except insofar as a legal obligation imposed on Integrity requires different processing. In such cases, Integrity shall inform the Client of that obligation prior to the processing, unless such legislation prohibits such notification.
3. The nature, duration, purposes, and categories of the processing depend on the content of the Agreement and may include, among other things: creating and managing user accounts, providing access to the Platform and the E-Learning, recording progress and test results, generating reports for the Client, hosting and storing data, as well as performing support and administrative activities necessary for the performance of the Agreement.
4. The categories of personal data that may be processed in the context of the Services depend on the Client and the agreed use of the Services and may include, among other things, identification data, contact details, account data, usage data, progress data, test results, and other data provided by or on behalf of the Client. The Client warrants that the processing of such data is lawful and that they are authorised to instruct Integrity to process such data.
5. Integrity ensures that persons acting under its authority and having access to personal data have committed themselves to confidentiality regarding such personal data or are bound by an appropriate statutory confidentiality obligation.
6. Taking into account the state of the art, implementation costs, the nature, scope, context, and purposes of the processing, and the varying likelihood and severity of risks to the rights and freedoms of data subjects, Integrity shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

7. Integrity is entitled to use sub-processors in the processing, including suppliers of the Platform and other supporting systems. Integrity shall inform the Client of intended changes regarding the addition or replacement of sub-processors, giving the Client the opportunity to object on reasonable grounds. Integrity shall ensure that contractual arrangements with sub-processors provide protections that are essentially no less stringent than the obligations set out in this article.
8. Integrity shall not process personal data for its own purposes, sell or otherwise commercially exploit such data, nor use them for purposes outside the Client's instructions.
9. Taking into account the nature of the processing and the information available to it, Integrity shall assist the Client in fulfilling its obligations regarding data subjects' requests to exercise their rights, including the right of access, rectification, erasure, restriction of processing, data portability, and the right to object.
10. Taking into account the nature of the processing and the information available to it, Integrity shall assist the Client in fulfilling its obligations under the GDPR regarding data protection impact assessments (DPIAs) and prior consultation with supervisory authorities.
11. Integrity shall inform the Client without undue delay upon becoming aware of a personal data breach relating to personal data processed on behalf of the Client, and shall provide the Client with all information reasonably necessary to comply with any notification obligations.
12. Insofar as reasonably possible and appropriate within the nature of the Services, Integrity shall cooperate with audits and inspections by or on behalf of the Client, provided these are announced in advance, take place at reasonable times, and do not disproportionately disrupt Integrity's business operations. The costs of such audits shall be borne by the Client, unless the audit demonstrates a serious shortcoming by Integrity in fulfilling its obligations.
13. Integrity shall process personal data exclusively within the European Economic Area, unless otherwise necessary for the performance of the Agreement. If data is transferred outside the European Economic Area, Integrity shall ensure that such transfer takes place in accordance with applicable legislation, including through an adequacy decision or appropriate safeguards such as standard contractual clauses.
14. After termination of the Agreement, Integrity shall delete the personal data processed on behalf of the Client within a reasonable period.
15. If the Client uses systems, infrastructure, or configurations in which data remain (partly) under the Client's control, the Client is responsible for the management, security, and deletion of such data on its side.

ARTICLE 19 | FINAL PROVISIONS

1. Integrity is entitled to transfer its rights and obligations under the Agreement to a third party, including transfers within a group of companies or in the context of a restructuring, without requiring prior consent from the Client.
2. Integrity is entitled to amend or supplement these terms and conditions. Amendments do not apply to Agreements already concluded, unless:
 - the amendment arises from legislation or regulations;
 - the amendment has no adverse consequences for the Client; or
 - the Client expressly agrees to the amendment.
3. Dutch law exclusively applies to every Agreement and all legal relationships arising between the Parties.
4. Before submitting a dispute to the courts, the Parties shall make efforts to resolve the dispute through mutual consultation.
5. Only the competent court within the district of the Midden-Nederland court has jurisdiction in first instance to hear any disputes between the Parties, without prejudice to Integrity's right to designate another court that is competent under the law. If the Client is a Consumer, the Consumer is entitled to choose the court competent under the law within one month after Integrity has notified in Writing its intention to litigate before the court it has designated.
6. If these terms and conditions are available in multiple languages, the Dutch version shall always prevail for the interpretation of the provisions contained therein.