



# TERMS AND CONDITIONS - Workfutura

## Article 1 Definitions

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In these terms and conditions, the following definitions apply:

**Workfutura:** the digital platform of workfutura that provides services such as – but not limited to – assessments, e-learning and online training courses in the field of remote, sustainable and future-proof working, registered with the Chamber of Commerce under number 42049620.

**User:** the natural or legal person(s) who purchase(s) a service from Workfutura/ enters into an agreement with Workfutura;

**Participant:** the natural person who is invited by the User to participate in one or more Services via the platform.

**Service(s):** all services offered by Workfutura via the platform, including assessments, training courses, analyses and AI-supported tools;

**Content:** all content on the platform, including content developed by specialists and/or generated by AI, as well as overviews and insights created by AI on the basis of results/output.

## Article 2 Applicability

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- 2.1. These terms and conditions apply to all offers, agreements and the use of the platform and the Services offered thereon.
- 2.2. Deviations from these terms and conditions are only valid if they have been expressly agreed in writing between the parties.

## Article 3 Account

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- 3.1. Upon registration, the User shall provide Workfutura with, among other things, his/her name, address, place of residence, e-mail address and date of birth. The User must be of legal age or must act as a business customer.
- 3.2. The account is strictly personal and non-transferable. The User is not permitted to share his/her login details with third parties.
- 3.3. The User is responsible for keeping his/her login details confidential and for all actions that take place via the account.
- 3.4. The User is also responsible for the use of the platform and the conduct of Participants invited via him/her.
- 3.5. Workfutura reserves the right to block or remove accounts in the event of misuse or breach of these terms and conditions.

## Article 4 Participant

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- 4.1. Participants gain access to (parts of) the platform via a personal invitation from the User and after registration. For this purpose, the Participant shall provide the (personal) data requested by Workfutura for the performance of the agreement. Participants who have not yet accepted the invitation will be



given the status “pending” and may still be removed by the User (business Users only). In that case, no costs will be charged to the User.

- 4.2. Participation is strictly personal. The Participant is not permitted to transfer participation, provide third parties with access or have himself/herself replaced.
- 4.3. When participating in assessments and training courses, the Participant shall not use unauthorised assistance and shall respect the integrity of the Service.
- 4.4. Workfutura reserves the right to block or remove Participants in the event of misuse or breach of these terms and conditions.

## **Article 5 Services**

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- 5.1. Workfutura offers Services via the platform that are aimed, among other things, at assessing, developing and supporting skills in the field of (remote) working.
- 5.2. Workfutura reserves the right to amend, expand, limit, improve, update or terminate Services, their content and the functionalities of the platform at any time (including interim changes). This also includes – but is not limited to – making interim changes, improvements or updates to assessments, scoring methodologies, AI models, reports and content.
- 5.3. Access to Services is granted for the agreed duration or for the duration arising from the nature of the Service.
- 5.4. After termination of access to a Service, results and data associated with it may no longer be available. Workfutura is not obliged to retain these data.
- 5.5. Workfutura cannot guarantee that the platform will be available at all times without interruption. Maintenance, malfunctions or other technical circumstances may lead to temporary unavailability.

## **Article 6 AI and content**

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- 6.1. The Services and Content are compiled (partly and primarily) by external specialists and experts, supported by means of artificial intelligence (AI).
- 6.2. Although Workfutura endeavours to ensure the accuracy and timeliness of the Content, it cannot be guaranteed that the information is complete, accurate or free from errors.
- 6.3. Results of assessments, analyses and AI-generated output are indicative in nature and serve solely as an aid. They may not serve as the sole basis for decisions, including – but not limited to – decisions in the field of employment, selection or assessment of persons. Furthermore, the output of Workfutura does not qualify as medical, psychological, occupational or legal advice and this output cannot be regarded as a guarantee regarding functioning, suitability or performance.
- 6.4. Workfutura is not liable for any damage resulting from the use of or reliance on such results or output.

## **Article 7 Payment and delivery**

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- 7.1. The prices displayed on the platform are exclusive of VAT, unless expressly stated otherwise. For consumers, prices are displayed inclusive of VAT.
- 7.2. Payment is made via the payment methods offered on the platform.



7.3. After successful payment, the Service will in principle be made available digitally immediately.

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**Article 8 Refund**

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- 8.1. Business Users have no right of withdrawal.
- 8.2. For consumers, in view of the nature of the services and the immediate availability of digital content - after the consumer's consent - there is no statutory right of withdrawal.

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**Article 9 Liability**

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- 9.1. Workfutura's liability is limited to what is covered by any liability insurance taken out by Workfutura in this respect, increased by any deductible amount payable by Workfutura (and determined by the insurer). Insofar as damage is not covered by the liability insurance, but it is nevertheless established that Workfutura is liable, only the direct damage and costs that are caused by or are directly related to a shortcoming in the performance of the agreement will be compensated by Workfutura.
- 9.2. In that case, compensation is at all times limited to the invoice amount. In the case of a (partial) assignment with a duration of more than six months, liability is further limited to the amount invoiced by Workfutura to the User over the last six months, insofar as these amounts have actually been paid by the User.
- 9.3. Direct damage is understood exclusively to mean:
  - the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
  - any reasonable costs incurred to have Workfutura's defective performance conform to the agreement, unless these cannot be attributed to Workfutura;
  - reasonable costs incurred to prevent or limit damage, insofar as the User demonstrates that these costs have led to limitation of direct damage as referred to in these terms and conditions.
- 9.4. Workfutura is never liable for indirect damage and costs that are caused by or are directly related to a defect in delivered goods and/or services, including – but not limited to – consequential damage, loss of profit, missed savings, reputational damage and damage due to business interruption. The User also acknowledges and accepts the inherent risks of AI-generated overviews and reports, as also referred to in Article 6.
- 9.5. Workfutura is in particular not liable for damage resulting from:
  - decisions based on assessments or analyses;
  - the use of AI-generated output;
  - conduct of Users or Participants;
  - temporary unavailability of the platform.
- 9.6. Without prejudice to the foregoing, Workfutura is not liable for the consequences of events at the User over which Workfutura has no influence.
- 9.7. In addition, Workfutura is not liable for any damage, on any grounds whatsoever, arising from facts and/or events and/or circumstances attributable to (employees of) the User or third parties designated by the User.



- 9.8. The limitations of liability included in this article do not apply if and insofar as there is intent and/or gross negligence on the part of Workfutura.
- 9.9. A condition for the creation of any right to compensation is always that the User reports the damage to Workfutura in writing as soon as possible after it arises and that Workfutura is given prior notice of default, in such a way that Workfutura can respond adequately to the liability claim and is given the opportunity – if there is an attributable shortcoming – to remedy any damage. Any claim for compensation against Workfutura shall lapse by the mere expiry of six (6) calendar months after the claim has arisen.

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**Article 10**                      **Rules regarding conduct**

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- 10.1. The User and Participants must behave in accordance with the law, public morality and these terms and conditions.
- 10.2. Workfutura is authorised to take measures in the event of a breach, including issuing warnings, blocking accounts or terminating access.
- 10.3. In the event of exclusion due to misconduct, there is no right to a refund or compensation.

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**Article 11**                      **Intellectual property**

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- 11.1. Intellectual property includes, among other things: copyrights, neighbouring rights and trademark rights.
- 11.2. The intellectual property right to everything offered by Workfutura on the platform rests with Workfutura or its licensors.
- 11.3. The User and Participant are not permitted to copy, distribute, disclose or exploit Content without Workfutura's prior written consent. This also includes – but is not limited to – the methodologies, scoring models, reporting structures, assessment logic, analyses and working methods used / offered by Workfutura

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**Article 12**                      **Privacy and data**

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- 12.1. Workfutura processes personal data in accordance with the applicable laws and regulations, including the GDPR.
- 12.2. The User guarantees that he/she is entitled to provide Participants' personal data and indemnifies Workfutura against claims by third parties.
- 12.3. Insofar as Workfutura processes personal data on behalf of the User, it may be regarded as a processor within the meaning of the GDPR.
- 12.4. Workfutura takes appropriate technical and organisational measures to secure personal data.
- 12.5. Workfutura is entitled to use anonymised data, results and usage data that cannot be traced back to individuals for statistical analyses, benchmarking, quality improvement, product development, marketing purposes and improving its Services

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**Article 13**                      **Complaints**

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- 13.1. Complaints may be submitted via [info@workfutura.com](mailto:info@workfutura.com).



13.2. Workfutura will endeavour to handle complaints within a reasonable period.

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#### **Article 14 Force majeure**

- 14.1. Workfutura is not obliged to perform any obligation if it is prevented from doing so as a result of force majeure.
- 14.2. Force majeure includes, among other things, malfunctions, cyberattacks, network problems and other external causes over which Workfutura has no influence.
- 14.3. If the force majeure situation continues for longer than 8 weeks, both Workfutura and the User have the right to terminate the agreement by written notice. The parties shall not owe each other any compensation. Repayment by Workfutura of amounts already paid is not applicable.

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#### **Article 15 Amendments**

- 15.1. Workfutura reserves the right to amend these terms and conditions.
- 15.2. Amended terms and conditions will be announced to the User in good time.

#### Chapter Privacy / processor arrangement

The GDPR / privacy legislation obliges Workfutura (in cases where Workfutura may be regarded as a "Processor" of personal data within the meaning of the GDPR) to make arrangements regarding this processing. The arrangements are set out in this arrangement.

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#### **Article 16 Purposes of processing**

- 16.1. Workfutura undertakes to process personal data under the terms of this processor arrangement. Processing will take place exclusively in the context of the assignment/agreement between the parties / provision of services by Workfutura.
- 16.2. The personal data processed by Workfutura in the context of the activities referred to in the previous paragraph and the categories of data subjects from whom these originate are
  - name, position and contact details (such as address, e-mail and telephone numbers)
  - date of birth;
  - other data and documents insofar as this is necessary for the assignment or required by law. Data are also stored in the context of the use of the Workfutura platform. These will be deleted/destroyed within twelve months after completion of the process, unless the Participant gives permission to retain them for longer or if Workfutura is obliged for another reason to retain a copy for longer.
- 16.3. Workfutura will not process the personal data for any purpose other than as mentioned above.

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#### **Article 17 Obligations**

- 17.1. With regard to the processing carried out pursuant to the agreement, Workfutura shall ensure compliance with the conditions imposed under the GDPR on the processing of personal data by Workfutura.



- 17.2. At the User's/Participant's first request, Workfutura shall inform the User/Participant within a reasonable period about the measures taken by Workfutura regarding its obligations under the GDPR and any other applicable privacy laws and regulations.
- 17.3. The obligations of Workfutura relating to privacy arising from these terms and conditions also apply to those who process personal data under the authority of Workfutura, including employees.

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**Article 18**                      **Transfer of personal data**

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- 18.1. Workfutura may process the personal data in countries within the European Union (EU) / European Economic Area (EEA). In addition, Workfutura may also transfer the personal data to a country outside the EU / EEA, provided that country guarantees an adequate level of protection and it complies with the other obligations incumbent on it under this arrangement and the GDPR.
- 18.2. Workfutura shall inform the User/Participant which country or countries are involved. Workfutura warrants that, in view of the circumstances affecting the transfer of the personal data or a category of data transfers, there is an adequate level of protection in countries outside the EU / EEA.
- 18.3. In particular, when determining an adequate level of protection, Workfutura shall take into account the duration of the intended processing, the country of origin and the country of final destination, the general and sectoral legal rules applicable in the country concerned, as well as the rules of professional practice and the security measures observed in those countries.

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**Article 19**                      **Allocation of responsibility**

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- 19.1. The parties shall ensure compliance with the GDPR. The permitted processing operations will be carried out by Workfutura within an automated environment.
- 19.2. For all other processing of personal data, for example if Workfutura processes personal data that are not necessary in the context of the performance of the agreement but that are nevertheless sent to Workfutura by the User/Participant, responsibility for these processing operations remains with the User/Participant. Workfutura is free to delete and keep deleted this irrelevant information, without further consultation with the User/Participant and without any consequence or liability. Deletion is a form of processing. The User/Participant indemnifies Workfutura for this type of processing.
- 19.3. The User/Participant warrants that the content, use and instruction to process personal data are not unlawful and do not infringe any rights of third parties. The User/Participant indemnifies Workfutura against all claims by third parties arising from failure to comply with the aforementioned warranty.

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**Article 20**                      **Engagement of third parties or sub-processors**

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- 20.1. The User/Participant hereby grants Workfutura permission, in the context of the agreement and the data processing referred to herein, to engage third parties (sub-processors). Workfutura shall inform the User/Participant upon request which sub-processors it engages that have access to personal data. In any event, Workfutura shall ensure that these third parties assume at least the same obligations as those agreed between the User/Participant and Workfutura.
- 20.2. If the User/Participant objects to the engagement of certain sub-processors, all parties shall endeavour to reach a reasonable solution in mutual consultation.

**Article 21 Security**

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- 21.1. Workfutura shall endeavour to take appropriate technical and organisational measures to protect the personal data against loss or against any form of unlawful processing (such as unauthorised access, impairment, alteration or disclosure of personal data).
- 21.2. The User/Participant determines which personal data are processed by Workfutura. Responsibility for the type of data therefore lies with the User/Participant. By sending / handing over personal data to Workfutura, the User/Participant declares that he/she agrees to the processing on the one hand, and agrees to the technical and organisational (security) measures applied by Workfutura on the other hand.

**Article 22 Data breaches**

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- 22.1. In the event of a personal data breach, Workfutura shall make its best efforts to inform the User/Participant thereof without delay, but no later than within 48 hours after discovery, following which the User/Participant will assess whether he/she will inform the supervisory authorities and/or data subjects or not. Workfutura shall make its best efforts to provide complete, correct and accurate information.
- 22.2. A personal data breach means: a breach of security that accidentally or unlawfully leads to the destruction, loss, alteration or unauthorised disclosure of, or unauthorised access to, transmitted, stored or otherwise processed data.
- 22.3. The User/Participant shall ensure compliance with any (statutory) notification obligations. If required by laws and/or regulations, Workfutura will cooperate in informing the relevant authorities and any data subjects.
- 22.4. The notification obligation includes in any event notifying the fact that there has been a breach, as well as (insofar as these data are available):
- a. what the (alleged) cause is;
  - b. what the (currently known and/or expected) consequence is;
  - c. what the (proposed) solution is;
  - d. contact details for follow-up of the notification;
  - e. who has been informed (such as the data subject himself/herself and/or the supervisory authority);
- and
- f. what measures have already been taken.

**Article 23 Handling requests from data subjects**

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- 23.1. If a data subject submits a request to exercise his/her statutory rights to Workfutura, Workfutura shall forward the request to the User/Participant, and the User/Participant shall handle the request further. Workfutura may inform the data subject of this.
- 23.2. Workfutura shall provide the User/Participant with the reasonably possible and necessary cooperation in handling the request. If it appears that the User/Participant needs assistance from Workfutura for the performance of a request from a data subject, Workfutura may charge costs for this.



23.3. If Workfutura itself can be regarded as the “controller”, Workfutura shall handle the request itself.

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**Article 24 Confidentiality**

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- 24.1. All personal data that Workfutura receives from the User/Participant and/or collects itself in the context of this arrangement are subject to a duty of confidentiality towards third parties. Workfutura shall not use this information for any purpose other than that for which it obtained it, even when it has been put into such a form that it cannot be traced back to data subjects.
- 24.2. This duty of confidentiality does not apply insofar as the User/Participant has given express consent to provide the information to third parties, if providing the information to third parties is logically necessary given the nature of the assignment provided and the performance of this processor arrangement, or if there is a statutory obligation to provide the information to a third party, or if personal data are provided to third parties in their capacity as sub-processor.

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**Article 25 Audit**

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- 25.1. The User/Participant may submit a request to Workfutura no more than once per year with the aim of showing which measures it has taken in the context of privacy / GDPR. Workfutura shall respond to this in writing within a period of 4 weeks after this request. Workfutura may extend this period once by 4 weeks.
- Workfutura may – instead of providing a written response – decide to invite the User/Participant to its office to review the privacy measures.
- 25.2. If the User/Participant considers Workfutura’s response insufficient, the User/Participant shall state this with reasons, after which Workfutura shall respond. If, in the opinion of the User/Participant, this response is also insufficient, the User/Participant is entitled to have an audit carried out by an expert/ independent third party bound by confidentiality, to verify compliance with this agreement and everything directly related to it.
- 25.3. The audit initiated by the User/Participant will take place no earlier than four weeks after prior notification and no more than once per calendar year.
- 25.4. Workfutura shall cooperate with the audit and make all information reasonably relevant to the audit available for the audit.
- 25.5. The findings following the audit carried out will be assessed by the parties in consultation. As a result, changes may or may not be implemented by one of the parties or by both parties jointly.
- 25.6. All costs and the time spent by Workfutura in the context of the request referred to in paragraph 1, or the audit, shall be borne by the User/Participant.

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**Article 26 Liability**

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What is included elsewhere in these terms and conditions regarding the limitation of Workfutura’s liability applies mutatis mutandis to this processor arrangement.

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**Article 27 Duration and termination**

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This processor arrangement has been entered into for an indefinite period, even if the parties trade with each other from time to time, and applies as long as the relationship has not been explicitly terminated.

*End of Privacy chapter*

**Article 28                      Applicable law & translations**

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- 28.1. Dutch law applies to all agreements.
- 28.2. Disputes will be submitted to the competent court in the District where Workfutura is established.
- 28.3. These terms and conditions were originally drawn up in Dutch. Any version in another language is purely informative. In the event of disputes, the original Dutch text shall prevail.