

TERMS & CONDITIONS CLASSROOMSCREEN B.V.

1. DEFINITIONS

1.1. In these T&C the following capitalized terms have the meaning as specified below.

Agreement	The agreement between Classroomscreen and a User, which agreement includes these T&C;
App	The web-based application offered on https://app.classroomscreen.com , https://www.classroomscreen.com/classic and https://joincrs.com .
Article	an article of these T&C;
Basic subscription	A subscription permitting the free use of the basic version of the App;
Classroomscreen	Classroomscreen B.V. is a private company with limited liability under Dutch law registered at the Dutch chamber of commerce under number 82109206 and located at the J.F. Kennedylaan 2j in (3981 GC) Bunnik, The Netherlands;
Parties	Classroomscreen and User jointly;
Pro subscription	A paid subscription permitting the use of the pro-version of the App;
School admin	The person appointed by User of a School subscription, who is responsible for authorizing persons that can access the App;
School subscription	A Pro subscription purchased by a User permitting the use of this subscription by a number of people as specified in the Agreement; these terms and conditions;
T&C	
User	The (legal)person that applies for a Basic subscription, Pro subscription and/or School subscription;
Writing	In writing shall also mean by e-mail. Notices to Classroomscreen shall be sent to the following e-mail address: info@classroomscreen.com

2. T&C

- 2.1. These T&C apply to the formation (amongst which negotiations and offers), performance and termination of the Agreement and other legal relationships related to the Agreement between Classroomscreen and User.
- 2.2. Provisions of the T&C that are necessary for the settlement of the relationship and provisions that are intended to remain in force after termination of the Agreement shall remain in full force and effect after termination.
- 2.3. Classroomscreen can amend, supplement or remove parts of the T&C at any time and without prior notice. Changes will be made known in Writing. There will be at least one (1) month between this notification and the change of the T&C. If the change results in User being provided with a performance that substantially differs from the agreed performance, User - until such time as the change takes effect – can terminate the Agreement for cause in Writing by the date on which the change takes effect. Classroomscreen is not obliged to compensate any damages to User in the event of termination on the grounds of this Article.
- 2.4. Any T&C used by User are hereby expressly rejected.

3. AGREEMENT

- 3.1. All offers and quotations are non-binding. The Agreement exists after User applies for a Basic, Pro or School subscription in Writing or on Classroomscreen's website and Classroomscreen accepts the application in Writing.
- 3.2. Classroomscreen is not bound by obvious errors and/or mistakes in its offers and/or quotations and/or confirmation of the application.
- 3.3. If at any time one or more Articles of the Agreement or the T&C cannot be relied upon or this/these provision(s) prove(s) to be void, voidable, otherwise invalid or not enforceable for any reason, parties will replace this provision, while preserving the purport and scope of the of the replaced provision. The remaining provisions shall continue to apply in full.
- 3.4. User will receive a Written notice forty-five (45) days before the expiry of the current Agreement, which notice will mention amendments to the Agreement in case of renewal (if any). In case User does not terminate the Agreement in accordance with Article 16.1, the Agreement will automatically be renewed for a period of twelve (12) months.

4. PRICING AND PAYMENT CONDITIONS

- 4.1. The prices indicated by Classroomscreen are in USD or Euro and are inclusive of VAT, any other charges levied by the government and surpluses (unless indicated otherwise).
- 4.2. Classroomscreen is entitled to revise the subscription fees for Pro and School licences, which change will take effect at the time of renewal of an Agreement.
- 4.3. The subscription fee (if any) must be paid (in USD or Euros) before conclusion of the initial Agreement. The fees for renewal of an Agreement must be paid within fourteen (14) calendar days after receiving a Written invoice.
- 4.4. All payments must be made (in USD or Euro) without any set-off, deduction, suspension or delay.
- 4.5. In the event of payment by credit card, Classroomscreen reserves the right to check whether User's credit card is valid, has sufficient spending capacity to settle the amount due and/or whether User's address details are correct. Classroomscreen reserves the right to refuse credit card purchases.
- 4.6. Objections to the invoice do not suspend User's payment obligation.
- 4.7. If User does not pay the amounts due to Classroomscreen within the period referred to in article 4.3, User is in default by operation of law, without notice of default being required. From that date up to the day of full payment, User will owe Classroomscreen payment of the statutory (commercial) interest rate.
- 4.8. In case of default, Classroomscreen shall send User a payment reminder in Writing, giving User a period of fourteen (14) days to pay the outstanding amount in full. If this opportunity is not taken, judicial and extrajudicial collection costs shall be payable. The extrajudicial collection costs will be calculated in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree.
- 4.9. Payments will first be used to reduce the collection costs, then to reduce the interest and finally to reduce the principal sum.
- 4.10. In the event of late payment, Classroomscreen has the right to suspend the fulfilment of its obligations resulting from the Agreement until the moment of full payment of the outstanding claims (including interest and costs) by User.

5. RIGHT OF REVOCATION

- 5.1. User may terminate the Agreement for cause in Writing free of charge for a period of fourteen (14) days without providing a reason for termination. This period commences on the date User receives access to the App.
- 5.2. Within fourteen (14) days after receiving a Written termination notice, Classroomscreen will confirm receipt in Writing. In case of a Pro or School account, Classroomscreen will reimburse the paid fees within fourteen (14) days after sending this confirmation.

6. COMPLAINTS

- 6.1. User must complain in Writing about imperfections/faults in the received performance as soon as possible, but at the latest within two (2) months after discovery. If User fails to do so (on time), User cannot appeal to that imperfection/fault and loses all rights related thereto.
- 6.2. The complaint shall contain a description of the imperfection/fault in the received performance in as much detail as possible (if possible with photos/video material), as well as User's email address, so that Classroomscreen is able to respond adequately.
- 6.3. A complaint shall be answered within fourteen (14) days of receipt. If a complaint foreseeably requires a longer processing time, Classroomscreen shall confirm receipt of the complaint within fourteen (14) days and indicate when User can expect a more detailed response.
- 6.4. The term of payment shall not be suspended as a result of a complaint.
- 6.5. In case of a non-conformity, User may request Classroomscreen to deliver, repair or replace the subscription. The costs of this shall be borne by Classroomscreen.
- 6.6. Article 6.5 does not apply if the deviation from the Agreement is too small to justify repair or replacement, or repair or replacement is not possible or cannot be demanded from Classroomscreen, inter alia, as the costs thereof are disproportionate to another right to which User is entitled, in view of i) the value of the subscription if it were to answer to the Agreement, ii) the degree of deviation from what has been Agreed and iii) the question whether the exercise of another right or other claim does not cause serious inconvenience to User.
- 6.7. If Classroomscreen has not complied or will not be able to comply with a request in accordance with Article 6.5 within fourteen (14) days, User may terminate the Agreement for cause.

7. OBLIGATIONS USER

- 7.1. At the time of conclusion of the Agreement, User is eighteen (18) years of age or older.
- 7.2. User of a Basic and/or Pro licence agrees to be the sole and only user of the App. At no time is any User permitted to transfer, subscription, sell, lease, lend, rent, or otherwise distribute a subscription and or (the content placed on the) App (by others than User) to a third party.
- 7.3. User of a School subscription will appoint a School Admin, who is responsible for authorizing persons that can use the App. All authorized persons are obliged to comply with the T&C, amongst which, Article 13 (code of conduct).
- 7.4. User is responsible for:
 - the activities that occur under the Basic, Pro and/or School subscription;
 - maintaining the confidentiality of the password;
 - the content (amongst which texts, graphics, images) that are submitted to the App, including its legality, reliability, and appropriateness and that this content does not violate any (legal)person's privacy, publicity, copyright, contract, or other rights;
 - the access to the App, for example by having continuous access to the internet, having an up-to-date internet browser and preventing that (the settings of) other programs (like firewalls) interfere with the App.
- 7.5. User will inform Classroomscreen immediately in Writing in case a password is lost, stolen, or disclosed to an unauthorized third party or otherwise may have been compromised.
- 7.6. Classroomscreen reserves the right to suspend or terminate the Basic, Pro and/or School subscription for cause if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading or that violates the T&C.

8. OBLIGATIONS CLASSROOMSCREEN

- 8.1. Subject to Users compliance with the Agreement and these T&C, Classroomscreen grants User a subscription to access use of the App. The parts of the App that can be accessed depends on the type of subscription.
- 8.2. Classroomscreen strives to keep the App working properly at all times, but does not guarantee that the App will meet User's requirements or be available without errors.
- 8.3. Classroomscreen has the right to disconnect the App for service and upgrade, without giving prior notice to User.

9. TRANSFER OF RIGHTS OR OBLIGATIONS

- 9.1. User shall not transfer or encumber any of its rights or obligations resulting from the Agreement to a third party without Classroomscreen's prior Written consent.

10. FORCE MAJEURE

- 10.1. Classroomscreen is not liable for any delay or non-fulfilment of obligations under the Agreement that are the direct or indirect result of circumstances or causes beyond its control, as a result of which the (timely) fulfilment of its obligations towards User is wholly or partially prevented, or as a result of which fulfilment of its obligations in Classroomscreen's opinion cannot reasonably be demanded due to burdensome efforts or extra costs.
- 10.2. The circumstances referred to in Article 10.1 also include failures and cancellations by third parties, power failures, fire, floods, (extreme) weather conditions, sabotage, national mourning, congestion (traffic jams) or strikes in (public) transport, illness and incapacity for work, computer and telecommunications disruptions, (computer) hacks, loss of data and (foreign) government measures and/or advice (including those related to public health).
- 10.3. In case of force majeure, Classroomscreen may suspend its obligations arising from the Agreement. If this period in which, due to force majeure, Classroomscreen cannot fulfil these obligations lasts longer than 60 days, both Parties are authorized to terminate the Agreement for cause without any right to/obligation for compensation.
- 10.4. If at the time of the force majeure Classroomscreen has already partially fulfilled its obligations, Classroomscreen is entitled to invoice separately what it has already done or delivered. In that case, User shall be obligated to pay this invoice.

11. INTELLECTUAL PROPERTY

- 11.1. User acknowledges that Classroomscreen owns all intellectual property rights relating to the App. Classroomscreen does not own the content placed on the App by its users, amongst which User.
- 11.2. User will only place content on the App which is owned by User and/or if the owner of the intellectual property rights relating to the content has expressly permitted User to place this content in the App. User acknowledges that any violation of this Article may result in an infringement of an intellectual property right that may subject User to civil and/or criminal measures and sanctions.
- 11.3. Classroomscreen respects the intellectual property rights of others. If User believes that content placed on the App violates an intellectual property right, User is encouraged to notify Classroomscreen in Writing.

12. PRIVACY POLICY

- 12.1. The privacy of User is important to Classroomscreen. Classroomscreen will not sell any information to third parties. Please review Classroomscreen's privacy policy for information about the data we may collect and use. Classroomscreen's privacy policy is incorporated in these T&C and is available at <https://classroomscreen.com/privacy>.

13. CODE OF CONDUCT

- 13.1. User will not submit any content to the App that is, nor will User use the App for purposes that are, unlawful, obscene, defamatory, libellous, slanderous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, profane, obscene, hurtful, demeaning, sexually, excessively violent or encourages conduct that would be considered a criminal offense, that would give rise to civil liability, would violate any law or is otherwise inappropriate.
- 13.2. User will not:
- infringe (intellectual property) right(s) Classroomscreen and/or others;
 - impersonate another person or represent itself as affiliated to Classroomscreen;
 - solicit another user's password or other account information;
 - harvest usernames or email addresses.

- 13.3. Classroomscreen reserves the right to (temporarily) block access to the App by User and/or persons authorized by a School admin.

14. USER'S LIABILITY AND INDEMNITIES

- 14.1. User is obliged to compensate Classroomscreen for damage caused by acts or omissions of User and persons that use User's Basic, Pro and/or School subscription (with or without authorization) within thirty (30) days after receiving a Written request to that effect.
- 14.2. User indemnifies Classroomscreen against all claims and demands of third parties and the damage resulting from this as a result of or with regard to:
- (i) a shortcoming, including violation of Article 13 of the T&C or any other act or omission by User;
 - (ii) infringement on any (intellectual property/privacy) rights of third parties resulting of the submission of content to and/or use of the App by User;
 - (iii) intellectual property rights of User,
- except if and insofar as Classroomscreen would be liable towards User (in due observance of Article 15) if the claim had been instituted by User.

15. CLASSROOMSCREENS LIABILITY

- 15.1. Classroomscreen is not liable for the damage suffered by User or third parties, unless it has breached its obligations under the Agreement. In that case, he shall only be liable for the direct damage resulting therefrom.
- 15.2. Classroomscreen is not liable for indirect damage, including, but not limited to, consequential damage, loss of profit, missed savings, loss of data and business stagnation.
- 15.3. Classroomscreen liability is, with due observance of the provisions of this Article 15, per event or series of related events limited to the maximum amount charged to User (exclusive of VAT and disbursements) in the twelve (12) months prior to the occurrence of liability.
- 15.4. User must take all measures to prevent and/or limit the damage.
- 15.5. Classroomscreen is not liable for any damage if this damage can be attributed to intent, negligence or culpable acts, by or on behalf of User. This includes damage as a result of content placed by User and/or as a result of inaccuracy or incompleteness of information provided by User.
- 15.6. Classroomscreen is not liable for damage, of whatever nature, resulting from unsaved or lost (screen) settings and/or data and disappointing results of its services and/or the App.
- 15.7. Classroomscreen may not rely on any limitation of liability under Article 15 in case the damage in question is due to its intent or deliberate recklessness or by its managing employees.

16. TERMINATION FOR CONVENIENCE, TERMINATION FOR CAUSE AND SUSPENSION

- 16.1. Each Party is entitled to terminate the Agreement for convenience in Writing at the end of a calendar month with due observance of a notice period of one (1) month. Early termination does not entitle a refund.
- 16.2. Each Party is entitled to terminate the Agreement for convenience with immediate effect without further notice if: (i) the other Party is declared bankrupt or applies for suspension of payments; (ii) the other Party's assets are seized under execution; (iii) the other Party is wound up or its business is terminated or (iv) the equivalents under foreign law arise. In the event of termination by User in accordance with this Article, Classroomscreen's claims against User shall be immediately due and payable.
- 16.3. In the event of termination by Classroomscreen on the grounds of the preceding paragraphs, it shall not be obliged to compensate User for any damage.
- 16.4. Classroomscreen is entitled to suspend its obligations, amongst which by (temporarily) blocking access to the App, without notice of default being required, if User fails to comply with his obligations under the Agreement and the T&C.
- 16.5. All this does not affect the rights to which Classroomscreen is entitled on the basis of the law or the Agreement (including the right of termination for cause) and compensation for damage.

17. APPLICABLE LAW AND DISPUTES

17.1. The Agreement, these T&C and all (future) agreements related thereto shall be governed by Dutch law.

17.2. In these T&C the next English words are considered to be a translation of the following Dutch (legal) terms:

Beyond control	Niet-toerekenbaar
Breach /shortcoming	Tekortschieten
Conclusion/formation/exist	Totstandkoming
Culpable acts	Verwijtbare gedragingen
Default	Verzuim
Deliberate recklessness	Bewuste roekeloosheid
Due and payable	Opeisbaar
Dutch Extrajudicial Collection Costs (Fees) Decree	Besluit vergoeding voor buitengerechtelijke incassokosten
Enforceable	Executeerbaar
Force majeure	Overmacht
Imperfection/fault	Gebrek
Intent	Opzet
Managing employees	Leidinggevende ondergeschikten
Negligence/omission	Nalaten
Negotiations	Onderhandelingen
Notice of default	Ingebrekestelling
Performance	Nakoming / prestatie
Private company with limited liability under Dutch law	Besloten vennootschap
Right of revocation	Herroepingsrecht
Set off	Verrekening
Settlement	Afwikkeling
Suspension	Opschorting
Termination	Beëindiging
Termination for cause	Ontbinding
Termination for convenience	Opzegging
Void	Nietig
Voidable	Vernietigbaar

17.3. All disputes arising between the Parties arising out of, or in connection with, the Agreement and/or the T&C shall (regardless of the legal basis of the claim) exclusively be resolved by the competent court in Utrecht (Netherlands). Classroomscreen can seek injunctive relief at other (foreign) courts.