

CYBER CRIME

-THE GAME-

GENERAL TERMS AND CONDITIONS CYBER SECURITY AWARENESS VOF**

1. Definitions

Cyber Security Awareness: Commercial name for Cyber Security Awareness VOF.

Game: The online awareness game regarding cybersecurity offered by Cyber Security Awareness to organizations.

Participant: The individual natural person or legal entity who actually participates in or uses the game.

Client: The natural person or legal entity who enters into an agreement with Cyber Security Awareness for themselves or on behalf of a third party, or who uses the game, services, or materials of Cyber Security Awareness.

Organizer: Cyber Security Awareness VOF, located in Erp (Chamber of Commerce: 92623689).

Agreement: The agreement under which Cyber Security Awareness offers the game to the client or partner, or to the client via the partner.

Written: Written refers to sending a registered letter by regular mail and/or sending an email.

Partner: A third party with whom Cyber Security Awareness collaborates to offer the game to the client.

2. Scope of Applicability

These general terms and conditions apply to all agreements concluded by Cyber Security Awareness and to participation in all activities, services, and games offered by Cyber Security Awareness.

These general terms and conditions always take precedence over any conditions used by the client, unless Cyber Security Awareness has explicitly agreed in writing to differing conditions.

Deviations from these general terms and conditions can only occur with written consent from Cyber Security Awareness.

The client accepts the applicability of these general terms and conditions by entering into an agreement with Cyber Security Awareness or by participating in the game or paying the required fee.

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3. Formation of Agreement

All offers and proposals from Cyber Security Awareness are non-binding. An offer and/or proposal is initially valid for fourteen days.

The client must be legally competent to enter into an agreement with Cyber Security Awareness. In the case of legal incompetence, the client must be legally represented.

4. Minimum Number of Participants and Costs

The game is offered for a pre-agreed number of participants. If the client registers fewer participants than agreed, the costs for the originally agreed number of participants remain due, unless otherwise agreed.

Cyber Security Awareness is entitled to require security from the client for the fulfillment of the client's obligations. For this reason, Cyber Security Awareness may require a deposit of 50%, to be paid no later than 15 working days before the delivery of the game. The full amount must be paid before the start of the game.

5. Execution and Modification of the Agreement

The client must notify Cyber Security Awareness in writing of any changes to the agreement. This must be done no later than 10 working days before the start of the game. Depending on the nature of the change, Cyber Security Awareness may charge the client for the costs associated with the change.

If Cyber Security Awareness is unable to honor a request for modification, this will be communicated to the client as soon as possible in writing.

The game will be executed in the manner indicated by Cyber Security Awareness. If the game is executed via a platform or location designated by the client, this must be agreed upon in writing with Cyber Security Awareness in advance. The client is responsible for the technical access (such as hardware, software, and internet connection).

Cyber Security Awareness reserves the right to have the execution of the game and related services carried out by third parties.

6. Cancellation by the Client

Cancellation of the agreement by the client is possible through a written notification to Cyber Security Awareness.

In the event of cancellation by the client, the client is liable for the following costs:

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- Up to 90 days before the agreed date: 10% of the agreed amount.
- From 90 to 60 days before the agreed date: 25% of the agreed amount.
- From 60 to 20 days before the agreed date: 50% of the agreed amount.
- Within 20 days of the agreed date: 100% of the agreed amount.

7. Cancellation by Cyber Security Awareness and Force Majeure

If Cyber Security Awareness is unable to fulfill its obligations due to special circumstances or force majeure, it will attempt to offer the client an appropriate solution. Force majeure includes, but is not limited to, war, terrorism, riots, fire, floods, strikes, and technical failures.

If the execution of the game is delayed by more than 60 days due to force majeure, both the client and Cyber Security Awareness are entitled to terminate the agreement. In that case, Cyber Security Awareness is only entitled to reimbursement of the costs incurred by it.

8. Liability

Cyber Security Awareness excludes all liability to the extent that it is not mandatory by law. The liability of Cyber Security Awareness shall never exceed the total amount of the agreement or the amount paid out by the insurer, where applicable.

The client is liable to Cyber Security Awareness for any damage or other disadvantage caused by the actions or omissions of the participants or by third parties allowed by the client.

9. Complaints

Complaints regarding the execution of the agreement must be submitted in writing by the client to Cyber Security Awareness within eight working days after the delivery of the game, stating the facts to which the complaint relates.

10. Applicable Law

Dutch law exclusively applies to all agreements to which these general terms and conditions are wholly or partially applicable.

11. Disputes

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All disputes arising from the agreement between Cyber Security Awareness and the client will be settled by the competent court in the Netherlands. Parties may agree in writing to resolve a dispute through arbitration or mediation if both parties agree to this.

12. Special Costs

If Cyber Security Awareness is involved in a seizure, dispute, or procedure between the client and a third party (e.g., a participant), the client is obliged to fully reimburse Cyber Security Awareness for the resulting costs (such as legal assistance).

All other special costs arising from the relationship between Cyber Security Awareness and the client are the responsibility of the client, provided this is reasonable.

13. Changes and Additions

Changes and additions to these general terms and conditions shall only take effect after they have been agreed upon in writing by Cyber Security Awareness and the client.

14. Other Costs

The client is responsible for timely providing the correct billing information. If this information is not provided correctly, €25 will be charged for each adjustment.