

Business Terms

Terms for business customers and team licences on the Apptimate Academy course platform

Document	Business Terms
Service	Apptimate Academy (online course platform)
Provider	Apptimate B.V. (KvK-nummer 89656202)
Version	1.1
Effective date	30 August 2026

These Business Terms apply between Apptimate B.V. (KvK-nummer 89656202), having its registered office at Floraronde 247, 1991 LA Velserbroek, Nederland (the “Provider”, “Apptimate”, or “we”), and any customer acting in the course of a profession or business (the “Customer” or “you”).

They supplement the Apptimate Academy Terms of Service and replace them where they differ. The Terms of Service otherwise continue to apply in full; in case of conflict, these Business Terms prevail. Both documents are available and downloadable without logging in, before the agreement is concluded, at apptimate.academy.

1. Applicability

These Business Terms apply to every offer, order, and agreement with a Customer, including the purchase of individual courses, bundles, and Team Licences. The applicability of any purchasing or other terms of the Customer is expressly rejected, even where an order refers to them.

Deviating arrangements apply only where we have confirmed them in writing or by email.

2. Formation of the Agreement

An offer from us is without obligation and valid for thirty (30) days unless stated otherwise. The agreement is formed by your order through the Platform or by your written acceptance of our offer, followed by our confirmation.

Whoever orders on behalf of an organization represents that they are authorized to do so.

We supply only to customers acting in the course of a profession or business. By requesting or accepting an offer you declare that you are acting in that capacity and not as a consumer. We may require evidence of this, including a Chamber of Commerce number and a VAT identification number, and we may decline a request without stating reasons. If it emerges after the agreement has been concluded that you were in fact acting as a consumer, we may rescind the agreement and end access, refunding any amount already paid for the part you have not yet used.

3. Prices, VAT, and Payment

Prices are as stated on the Platform at the time of the order, or as set out in our offer. Payment can be made in two ways: directly through the Platform, or on invoice. Which route applies is established before the order. At present we offer only the invoice route of article 3.2; checkout through the Platform is not available. Article 3.1 applies once we reopen that route. Set-off and suspension of your payment obligation are excluded in both cases.

3.1 Checkout through the Platform

Where you check out directly through the Platform, payment is processed via 2CO (2Checkout/Verifone), acting as Merchant of Record: 2CO determines and remits the VAT and issues the invoice. We supply access to the courses and remain your counterparty for that service.

If you hold a valid VAT identification number in another EU Member State, VAT is reverse-charged at checkout in accordance with the applicable rules; please check before checkout that your VAT number has been entered correctly. The final amount and the VAT treatment are determined and shown to you at checkout.

With every amount shown on the Platform we state whether it is inclusive or exclusive of VAT. On the page for business customers we show the amount exclusive of VAT, together with the amount inclusive of VAT. There the amount exclusive of VAT is the starting point; the amount inclusive of VAT is derived from it at the Dutch VAT rate.

3.2 Purchase on invoice

Purchase on invoice is possible after a written arrangement in advance. In that case we invoice you ourselves and 2CO is not involved in that purchase: for the payment, the VAT, and the invoice we are then your counterparty and your point of contact. We charge the price exclusive of VAT and state the VAT separately.

A payment term of fourteen (14) days from the invoice date applies to our invoices. On exceeding it you owe the statutory commercial interest under section 6:119a of the Dutch Civil Code without notice of default, as well as the reasonable costs of collection, subject to a minimum of forty euros (€ 40). At your request we may agree a longer payment term; it applies only where we have confirmed it in writing or by email.

On a purchase on invoice we release the Licence Codes and the access once we have received your payment. Should you wish to have access earlier, we may permit this in writing; your payment obligation then continues to apply in full.

If you are established in the Netherlands, we charge Dutch VAT. If you are established in another EU Member State and hold a valid VAT identification number, we reverse-charge the VAT to you; we verify your VAT identification number in advance in the European VIES system and state on the invoice both our own VAT identification number and yours, together with the wording “reverse charge”. Should your number prove not to be valid, we charge Dutch VAT. If you are established outside the European Union, we treat the VAT in accordance with the rules applicable to that transaction; as a rule this means the service is not taxable in the Netherlands.

3.3 Your company details

In order to invoice you we need: your registered company name, your registered address and country of establishment, your VAT identification number, your Chamber of Commerce number or its foreign equivalent, the name and email address of your contact person, and the email address at which you wish to receive invoices. If your organization works with a purchase order number or with a separate billing address, please provide these to us before the order. Without these details we cannot issue a correct invoice and no agreement is formed.

You warrant that these details are accurate and complete, and you notify us of any changes as soon as possible. Where an invoice has to be reissued because the details you provided were inaccurate or incomplete, that does not extend the payment term. We retain invoicing data for the statutory tax retention period of seven years; see the Privacy Policy.

4. Team Licences and Licence Codes

- A Team Licence is a purchase of several seats for a course or bundle, with a volume discount. You receive one Licence Code per seat.
- One seat applies per person. A Licence Code can be redeemed once.
- An unredeemed Licence Code is valid for twelve (12) months from purchase.
- The user who redeems a code obtains access in their own name and is our counterparty for that access. That access stays with that user, even if their employment with you ends; the seat does not return to you and cannot be reissued.
- You are responsible for distributing the codes within your organization and for keeping them confidential. Anyone holding a code can redeem it.
- Unused codes are not refunded once their validity period has expired.

5. Access, Duration, and Availability

Access to a purchased course applies per user and is non-transferable. Once redeemed, the user has access for at least twenty-four (24) months; thereafter they retain access for as long as their account exists and we offer the course. Discontinuation of a course within that minimum term gives a right, at their choice, to a pro rata refund or to a replacement course of equal value.

The Availability & Support Policy applies to the availability of the Platform and to support. We do not guarantee uninterrupted availability or any particular uptime percentage; a service level differing from that applies only where we have agreed it in writing.

6. No Right of Withdrawal

The statutory right of withdrawal and the other protections applying specifically to consumers do not apply to a Customer. Refunds are given only in the case of an attributable failure on our part, a demonstrably incorrect or duplicate order, or discontinuation of a course within the minimum term. The Refund Policy does not otherwise apply to you.

7. Use Within Your Organization

The course content may be used only by the users holding a seat for it. Reproducing, distributing, or internally reusing the course content beyond those seats is not permitted, nor is incorporating it into your own training material or using it to train third parties. What your staff learn they may of course apply in their work; their own work, code, and notes are theirs.

If we identify misuse, the arrangement in the Terms of Service applies: first a warning with an opportunity to remedy, then suspension, and only then termination, except in urgent cases.

8. Processing of Personal Data

We process personal data of your staff in two distinct roles. For sending invitations containing a Licence Code and reporting back the licence status we act solely on your instructions and are a processor; the provisions in this Article apply to that and together form a data processing agreement. Once an employee has an account with us, we are an independent controller for that account, their progress, their certificates, and our support; our Privacy Policy applies to that.

- Subject matter and duration: sending invitations and administering the Team Licence, for the duration of that licence.
- Nature and purpose: providing a Licence Code by email to an address you supply, and reporting back to you whether that code has been redeemed.

- Types of data and data subjects: the work email address of your staff, the moment of invitation, and the status of the code.
- Instructions: we process these data solely on your documented instructions and not for our own purposes, unless a legal obligation requires us to; we will then notify you beforehand, unless the law prohibits this.
- Confidentiality: persons who access these data on our behalf are bound to confidentiality.
- Security: we take appropriate technical and organizational measures, as described in the Privacy Policy and the Security Policy.
- Sub-processors: for this processing we engage the sub-processors necessary for it, including our email/SMTP provider and our hosting provider. We provide a current list of those sub-processors on request. We announce any change in advance, after which you may object.
- Assistance: we reasonably assist you with data subject requests, with a data protection impact assessment, and with consultation of the supervisory authority.
- Data breaches: we report a breach concerning these data to you without undue delay, with the information you need to meet your own notification duty.
- Return and deletion: after the licence ends we delete the email addresses you supplied at your request, except where they belong to a redeemed seat we must be able to account for administratively.
- Audit: on request we provide the information needed to demonstrate compliance with this Article, and we cooperate with an audit by you or an independent expert appointed by you, at most once a year and at your expense.
- Transfers: we process these data within the EEA; where a transfer outside it is unavoidable, we apply appropriate safeguards such as the European Commission's standard contractual clauses.

You warrant that you supply your staff's email addresses to us lawfully and that you inform them accordingly. We inform the employee about this processing at the latest in the invitation.

What we report back to you is limited to what is needed to administer the licence: which address was assigned to a seat and whether that code has been redeemed. We do not provide data about the progress, course completion, or certificates of an individual employee, not even on request.

9. Liability

To the maximum extent permitted by law, the Provider is not liable for indirect damages, consequential damages, loss of profits, lost savings, loss of data or goodwill, or damage from improper use of the Platform.

The Provider's total liability is, for all claims taken together, limited to the amount you paid for the relevant course, bundle, or Team Licence. The exceptions in favour of consumers in the Terms of Service do not apply here.

Nothing in these terms excludes liability for intent or deliberate recklessness of the Provider or its managerial staff, nor liability that cannot be excluded under mandatory law, including claims under Article 82 GDPR.

10. Confidentiality

The parties keep confidential information received from each other secret and use it solely to perform the agreement. This obligation survives the end of the agreement.

11. Changes

We may amend these Business Terms. Material changes will be announced at least thirty (30) days in advance. For an agreement already concluded, the terms as they read at the time of conclusion continue to apply, unless you accept the new terms. The current version is available at apptimate.academy.

12. Governing Law and Jurisdiction

These Business Terms are governed by the laws of the Netherlands, excluding the Vienna Sales Convention. Disputes shall be submitted to the competent court of the Rechtbank Noord-Holland.

13. Contact

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