

Terms of Service

Terms for access to and use of the Apptimate Academy online course platform

Document	Terms of Service
Service	Apptimate Academy (online course platform)
Provider	Apptimate B.V. (KvK-nummer 89656202)
Version	1.0 (concept)
Effective date	[to be set]

These Terms of Service (the “Terms”) form a legally binding agreement between you, whether an individual or a legal entity (the “User” or “you”), and Apptimate B.V. (KvK-nummer 89656202), having its registered office at Postbus 2039, 1990 AA Velserbroek, Nederland (the “Provider”, “Apptimate”, or “we”).

These Terms govern your access to and use of the Apptimate Academy online course platform, including the website, your account, the courses, lessons, exercises, downloads, and other content we make available (together, the “Platform” and the “Course Content”). By creating an account, purchasing a course, or using the Platform, you acknowledge that you have read, understood, and agree to these Terms. If you do not agree, do not use the Platform.

If you are entering into these Terms on behalf of a company or other organization, you represent that you are authorized to bind that organization.

1. Definitions

In these Terms, the following terms have the meanings set out below:

- “Platform”: the Apptimate Academy online course platform, accessible via apptimate.academy, with all associated functionality.
- “Account”: the personal user account you use to log in and access purchased courses.
- “Course”: a coherent set of modules and lessons offered as a product.
- “Course Content”: all texts, exercises, examples, prompts, images, and other materials within a Course.
- “Bundle”: a purchase granting access to all courses within the “Building apps with AI” learning track, including courses added later within that track. Courses outside this track (including any future other tracks) are not covered by the Bundle.
- “Preview Lesson”: a free lesson you can view without obligation to evaluate a Course before purchase.
- “Certificate”: a proof of participation issued upon full completion of a Course.

2. Applicability and Acceptance

These Terms apply to all use of the Platform and to every purchase of access to a Course or Bundle. When creating an account and/or purchasing, you will be asked to accept these Terms. We may set additional, specifically identified conditions at purchase; in case of conflict, those specific conditions prevail.

The Platform and the Courses are intended for both consumers and business customers (companies and other organizations acting in the course of a profession or business). Where a provision applies only to consumers or only to business customers, this is indicated. The applicability of any purchasing or other terms of a business customer is expressly rejected.

3. Account and Registration

To access paid Course Content you create an Account with your name, email address, and a password of your choosing. You are responsible for the accuracy of your details and for keeping your credentials confidential. Your Account is personal and non-transferable. If you share your credentials, you are liable for any use made of them.

To create an Account and enter into an agreement with us, you must be at least 18 years of age and have legal capacity. If you are younger, you may use the Platform only with the consent and under the supervision of a parent or legal representative, who is then jointly responsible for compliance with these Terms.

We may open or close public self-registration at any time. When registration is closed, accounts are created by the Provider.

4. Access to Courses

Following a successful payment, we grant you a personal, non-transferable, non-sublicensable right to access the relevant Course (or, with a Bundle, all Courses within the “Building apps with AI” learning track) through your Account for your own learning purposes. Access applies per Course, unless you have purchased a Bundle.

Each Course typically offers at least one free Preview Lesson so you can evaluate it before purchase. Access to the remaining lessons arises only after purchase.

5. Prices and Payment

Prices are as stated on the Platform at the time of purchase. Payment, together with the handling of VAT and invoicing, is processed via the payment provider 2CO. During checkout with that service, the applicable VAT and the final invoice amount are determined and shown to you. Your access is released after payment is confirmed.

The prices shown on the Platform are inclusive of VAT for consumers. The final VAT and, where applicable, the VAT reverse-charge for business customers in another EU Member State with a valid VAT identification number, are determined at checkout by the payment provider 2CO in accordance with the applicable rules. The invoice is provided by or through the payment provider 2CO.

6. Duration of Access and Availability

Access to a purchased Course is not a subscription: you pay once. You retain access for as long as your Account exists and the Provider offers the relevant Course on the Platform. We make reasonable efforts to keep Course Content available but do not guarantee perpetual availability of any specific Course or version thereof. Discontinuation of a Course will, where reasonable, be announced in advance. See also the Availability & Support Policy.

7. Usage Restrictions

Except as expressly permitted in these Terms or under mandatory law, you must not:

- share your Account or credentials, or give others access to paid Course Content;
- copy, download (other than as expressly offered), reproduce, distribute, publish, sell, or otherwise provide Course Content to third parties, in whole or in part;
- circumvent or break the paywall, access control, or other technical protection measures;

- automatically crawl or harvest the Platform (scraping), or disrupt its operation;
- remove or alter any copyright, trademark, or proprietary notices;
- use the Platform for any unlawful, fraudulent, or infringing purpose.

8. Intellectual Property

The Platform and all Course Content, and all intellectual property rights therein, belong to the Provider or its licensors. These Terms transfer no ownership rights to you. You receive only a personal, revocable right to use the Course Content for your own learning purposes. The Apptimate Academy name and logo, as well as the Vibe Coding name of the course program, are trademarks or trade names of the Provider, Apptimate B.V.

9. Certificates

Upon full completion of a Course, a Certificate with a unique, verifiable code may be issued. A Certificate is proof of participation and does not constitute a legally recognized or accredited diploma. No rights may be derived from a Certificate other than the fact of participation.

10. Withdrawal and Refunds

In principle, no refunds are provided on purchases of digital access, because you can evaluate the Course beforehand via the Preview Lesson. Consumers' statutory rights remain fully in force. For digital content supplied immediately, the statutory right of withdrawal lapses once delivery (access) has begun with your express prior consent and your acknowledgment that you thereby lose your right of withdrawal. If, as a consumer, you wish to withdraw before access begins, you may use the model withdrawal form included in the Refund Policy. See the Refund Policy for the full arrangement.

The statutory right of withdrawal applies only to consumers. Business customers have no right of withdrawal and cannot invoke the consumer protection referred to in this section.

11. Warranty and Nature of the Service

The Course Content is provided “as is” and “as available”, for educational purposes. We do not warrant that taking a Course will lead to any particular result, income, or level; that also depends on your own effort. We do not warrant that the Platform will be uninterrupted, error-free, or always available. Mandatory consumer rights, including the statutory conformity of digital content and the associated remedies, are not excluded or limited by this section.

12. Liability

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

The Provider's total liability under these Terms is, for all claims taken together, limited to the amount you paid for access to Courses in the twelve (12) months preceding the event giving rise to the liability.

Nothing in these Terms excludes liability that cannot be excluded under mandatory law, including liability for intent or deliberate recklessness of the Provider or its managerial staff, and liability for death or personal injury.

13. Support and Availability

Support is provided by email at academy@apptimate.nl, during Dutch business hours, on a best-effort basis. See the Availability & Support Policy for the scope.

14. Privacy

In using the Platform we process personal data. How we do so and on what legal bases is described in the Privacy Policy and the Cookie Policy.

15. Suspension and Termination

We may suspend your access or terminate or block your Account if you materially breach these Terms. Where the breach is remediable, we will, except in urgent cases, first give you written notice and a reasonable period to remedy it. Where you are a consumer, your mandatory rights (including under Article 6:265 of the Dutch Civil Code) are not affected. Upon termination, you must cease all use of the Platform.

16. Changes

We may amend these Terms from time to time. Material changes will be announced at least thirty (30) days in advance (for example by email or via apptimate.academy). If you do not object before the effective date, the changes are deemed accepted. The current version is always available at apptimate.academy.

17. Governing Law and Jurisdiction

These Terms are governed by the laws of the Netherlands. Disputes shall be submitted to the competent court of the Rechtbank Noord-Holland, without prejudice to any mandatory rules of jurisdiction applicable to consumers.

18. Complaints and Disputes

If you have a complaint about the Platform, a Course, or our services, you may submit it via academy@apptimate.nl. Please describe your complaint as fully as possible and, where applicable, quote your payment reference so we can handle it properly.

We will acknowledge receipt of your complaint within fourteen (14) days. We aim to respond substantively within thirty (30) days of receipt. If handling requires more time, we will inform you within that period, indicating when you can expect a substantive response. Complaints are treated confidentially and recorded.

If we cannot resolve the matter together, you may submit the dispute to the court having jurisdiction under Article 17. As a consumer, you may also turn to a competent alternative dispute resolution body, insofar as one applies to the dispute. Your mandatory right to bring a dispute before the courts remains unaffected at all times.

19. General Provisions

- Entire agreement: these Terms, together with the policies referenced herein (Privacy Policy, Cookie Policy, Refund Policy, Account & Access Policy, Availability & Support Policy, and Security Policy), constitute the entire agreement regarding use of the Platform.
- Severability: if any provision is held invalid or unenforceable, the remaining provisions remain in force, and the invalid provision is replaced by a valid one that most closely reflects the original intent.
- Force majeure: neither party is liable for delay or failure (other than payment obligations) caused by circumstances beyond its reasonable control, including internet or power outages, war, natural disasters,

pandemics, strikes, or government measures.

- No waiver: failure to enforce a provision does not constitute a waiver.
- Assignment: you may not assign this agreement without our prior written consent. We may assign it in connection with a merger, acquisition, or sale of assets.

20. Consumers and Business Customers

The Platform is aimed at both consumers and business customers. Where you are a consumer, mandatory consumer protection rules under Netherlands and European Union law apply and prevail over any conflicting provision of these Terms. Article 18 applies to complaints and disputes.

If you act as a business customer (in the course of a profession or business), the provisions on withdrawal and the other protections applying specifically to consumers do not apply, and the exclusions and limitations of warranty and liability in these Terms apply in full, to the extent permitted by law.

21. Contact

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