

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)
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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 Floraronde 247, 1991 LA 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, and other content we make available (together, the “Platform” and the “Course Content”). When you create an account we expressly ask you to agree to these Terms; without that agreement you cannot create an account or purchase a Course. We record the moment of your acceptance.

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, code samples, images, and other materials within a Course. The Course Content consists of text you consult within the Platform; no videos and no downloadable files are offered.
- “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. What counts is the Track as shown on the Platform at the time of your purchase; that determines what you receive at a minimum. Adding a Course to this Track is a choice of the Provider and never results in an additional charge; the Provider is under no obligation to add new Courses to the Track.
- “Preview Lesson”: a free lesson you can view without obligation to evaluate a Course before purchase.
- “Certificate”: a proof of participation issued once all lessons of a Course have been marked as completed in your Account.
- “Track”: a series of related Courses presented as such on the Platform, such as the “Building apps with AI” learning track.
- “Consumer”: a natural person not acting in the course of a profession or business.

- “Business customer”: any other User, including companies and organizations acting in the course of a profession or business.
- “Team Licence”: a purchase of several seats for a Course or Bundle, whereby the buyer receives Licence Codes.
- “Licence Code”: a code with which a user redeems a seat from a Team Licence; once redeemed, the access is held in that user’s own name.

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 conditions for a purchase, for example for a Team Licence (on the number of seats and the use of Licence Codes) or for a temporary promotional or introductory price. Additional conditions apply only if they have been made available to you before or at the conclusion of the agreement and are clearly stated with the relevant product, promotion, or business order; they may not conflict with mandatory law. In case of conflict with these Terms, the additional conditions prevail.

These Terms and the policies referred to in Article 20 can be consulted and downloaded without logging in, before and during the purchase, at apptimate.academy. After your purchase you receive a confirmation from us by email, with these Terms and the Refund Policy attached as PDF files bearing a version number and date, so that you can keep and consult them later. Creating an Account is free of charge; that registration does not include purchase information, but these Terms and the Account & Access Policy are available beforehand.

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 the use you permit or that can be attributed to you. That liability does not extend to use after the moment you reported theft or misuse to us, nor where the cause lies in our own security.

If you suspect misuse of your Account, or lose your credentials, please report this as soon as possible via academy@apptimate.nl; security issues can be reported via security@apptimate.nl. You can act immediately yourself: changing or resetting your password ends all active sessions on all your devices.

You can be logged in on at least three devices at the same time per Account. The number that applies at any moment is stated on your account page; we do not go below three devices. If you sign in when that number has already been reached, the least recently used session is ended automatically. This is not a block and has no consequences for your progress, your purchases, or your Certificates.

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.

You may print lesson pages for your own use or save them locally and annotate them. Your own work, code, and notes are yours, and you may apply what you learn professionally. Distributing or publishing the Course Content itself, or reusing it within an organization, is not permitted; the Team Licence exists for that purpose, with one seat per person.

A temporary outage does not shorten the duration of your access; we restore access as soon as possible. Your progress, your purchases, and your Certificates are retained.

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 2CO (2Checkout/Verifone), acting as Merchant of Record. This means that for the payment transaction itself 2CO is the selling party towards you: 2CO processes your payment details, determines and remits the VAT, and issues the invoice. Apptimate B.V. (KvK-nummer 89656202) supplies access to the Course and remains your counterparty for that service; we are therefore answerable for questions and complaints about access, content, and performance of the Course, and where the Course does not conform to the agreement. Questions and complaints about the payment, the VAT, or the invoice are handled by 2CO. During checkout with that service, the applicable VAT and the final invoice amount are determined and shown to you. Payment counts as received once the payment provider confirms it to us; your access is released immediately afterwards.

Which payment methods are available is determined by the 2CO checkout page and may differ per country; the methods available at that moment are shown to you there.

With every amount shown on the Platform we state whether it is inclusive or exclusive of VAT. Where an amount is stated exclusive of VAT, VAT is added at checkout. 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.

We take care to state the prices and descriptions on the Platform correctly. If an offer contains a typing or calculation error that was reasonably apparent to you, we are not obliged to supply the Course or Bundle at that incorrect price. We will inform you as soon as possible and offer you the purchase at the correct price; if you then decide against it, any amount already paid is refunded in full. If the error was not apparent to you, the price applies as stated on the Platform at the time of your purchase.

In the event of a chargeback or payment reversal, we may suspend your access until the reason for it is clear. If the reversal stands, the purchase lapses and with it your access to the relevant Course or Bundle.

6. Team Licences

We also offer Team Licences for several seats, with a volume discount. The buyer of a Team Licence receives one Licence Code per seat and is our counterparty for the payment; the separate Business Terms also apply to that purchase.

The user who redeems a Licence 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 the buyer ends. One seat applies per person. An unredeemed Licence Code is valid for twelve (12) months from purchase.

The buyer may enter a work email address per seat, after which, at the buyer's request, we send an invitation containing the Licence Code to that address. To administer the licence, the buyer sees per seat which address they entered and whether the code has been redeemed. The buyer does not see which lessons have been completed, how far anyone has progressed, or which Certificates have been obtained; we do not share those data with the buyer. Anyone receiving an invitation is informed of this in that invitation. See the Privacy Policy for the full description of this processing.

7. Duration of Access and Availability

Access to a purchased Course is not a subscription: you pay once. After purchase you have access to the purchased Course or Bundle for at least twenty-four (24) months. Thereafter 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. We announce discontinuation of a Course at least thirty (30) days in advance by email to the address on file for your Account. If a Course is discontinued within the minimum term of twenty-four (24) months, you are entitled, at your choice, to a pro rata refund or to access to a replacement Course of equal value. See also the Availability & Support Policy.

We update the Course Content from time to time. An update may not materially reduce the scope of the Course you purchased; we announce any material reduction in advance in accordance with Article 17.

8. 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; this does not cover discussing the material, quoting short passages with attribution, or sharing your own work, code, and notes;
- 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.

In the event of a breach of this Article we act in accordance with Article 16: first a warning with an opportunity to remedy, then suspension, and only then termination. In the event of fraud, circumvention of the paywall, or reselling access, we may suspend your access immediately.

9. 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 right to use the Course Content for your own learning purposes. This right of use can be withdrawn only upon suspension or termination on the grounds set out in Article 16. 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. Without our prior written consent you may not use our name, logo, or trademarks. Stating that you have completed a Course and sharing your Certificate is permitted.

10. Certificates

Once all lessons of a Course have been marked as completed in your Account, a Certificate with a unique code is issued at your request. You track completion per lesson yourself; there is no examination and no assessment. One Certificate is issued per User per Course. 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.

The unique code comes with a public verification page, so that a third party to whom you show the Certificate can check its authenticity. That page shows only the code, the validity status, the name of the Course, and the date of issue; your name and your other data are not shown there.

An issued Certificate remains available in your Account, even if the Course is no longer offered. If you delete your Account, the Certificate remains valid, but we switch off the public verification and retain only the data we are legally required to keep.

11. Withdrawal and Refunds

If you are a Consumer, a distance contract in principle gives you fourteen (14) days to change your mind. For digital content supplied immediately, that 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.

We request that consent expressly with every purchase. Before checkout you give two separate declarations, each of which you tick yourself and neither of which is pre-ticked: (a) "I request Apptimate to supply the digital Course immediately, before the end of the statutory cooling-off period", and (b) "I understand that I thereby lose my statutory right of withdrawal". Without both declarations the purchase cannot be completed.

For every purchase we record which declarations you accepted, in which version and language, at what moment, from which Account and under which order number, and at what moment access to the Course was granted. We include both declarations in the confirmation you receive by email.

Delivery begins immediately: as soon as the payment provider confirms the payment to us, your access is released.

A Preview Lesson is an additional service allowing you to evaluate a Course before purchase. The existence of a Preview Lesson does not affect your right of withdrawal and is no ground for excluding it.

If, as a Consumer, you wish to withdraw before access begins, you may use the model withdrawal form included in the Refund Policy. Any claim regarding withdrawal, a refund, or lack of conformity is addressed to us; we are your counterparty for those matters.

Outside the right of withdrawal, purchases of digital access are in principle non-refundable. This does not affect: lack of conformity of the digital content, a failure in delivery, a demonstrably incorrect or duplicate purchase, and the statutory remedies of Article 7:50a et seq. of the Dutch Civil Code. 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.

12. 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.

If you report a defect in the Course Content via academy@apptimate.nl, we will repair or supplement the content within a reasonable period, in principle within fourteen (14) days. If that is not possible, you are entitled to a proportionate reduction of the price or to rescission with a refund. The fact that we do not guarantee a learning outcome does not affect our obligation to supply the purchased digital content as you were entitled to expect on the basis of its description on the Platform.

13. 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 the relevant Course or Bundle.

This limitation applies solely to additional compensation for damages. It does not limit your statutory rights where the digital content is defective: repair, re-supply, a proportionate reduction of the price, rescission, and refund continue to apply in full and cannot be excluded or limited to the detriment of the Consumer.

Nothing in these Terms excludes liability that cannot be excluded under mandatory law, including liability for intent or deliberate recklessness of the Provider, its directors, or its managerial staff, and liability for death or personal injury. The exclusions and limitations in this Article do not apply insofar as mandatory consumer law precludes them, and leave claims under Article 82 GDPR unaffected.

If your access is blocked without cause, we restore it and extend the duration of your access by the duration of the block. If your progress is lost through a cause attributable to us, we restore it as far as possible and your access to the Course is maintained.

14. Support and Availability

Support is provided by email at academy@apptimate.nl and through the contact form on the Platform, during Dutch business hours. Support is included in the price of a Course or Bundle and is not charged separately. We respond in principle within two (2) business days; for problems with access or payment we aim for one (1) business day. See the Availability & Support Policy for the scope.

15. 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. In summary, we process your account and contact details, your progress and purchase data, and technical data about your sessions, for the administration of your Account, delivery of the Course, payment, support, security of the Platform, and verification of Certificates. We share data only with the payment provider 2CO, our email service provider, and our hosting provider. The Privacy Policy is available and downloadable before purchase without logging in.

16. Suspension and Termination

We may suspend your access or terminate or block your Account if you materially breach these Terms. This includes in any event: fraud, a chargeback or payment reversal without valid reason, sharing your credentials or Licence Codes, circumventing the paywall, automated harvesting of Course Content, and reselling access. 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.

In the event of fraud, an acute security risk, or unauthorized sharing, we may suspend your access immediately. We will notify you of this within two (2) business days.

If we terminate your access because of a breach attributable to you, there is no right to a refund. If your access ends without any fault on your part, for example because we no longer offer the Course, the arrangement in Article 7 applies.

If you disagree with a suspension or block, you may report this within thirty (30) days via academy@apptimate.nl. We will then reassess the matter and respond within five (5) business days. If the block proves unjustified, we restore your access and extend its duration by the duration of the block.

Deleting your Account means you can no longer log in. We keep your purchase and progress data for as long as we are legally required to, including the seven-year tax retention period for purchases. If you request erasure under the GDPR, we delete your account, progress, and certificate data, except what we are legally required to keep; see the Privacy Policy.

17. 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). We distinguish between (a) administrative, technical, and legally required changes without material consequences, which we notify and which take effect immediately, and (b) material changes, such as changes to the duration of access, the scope of a purchased Course, liability, or the complaints procedure. For a Course you have already purchased, a material change leaves in place the Terms as they read at the time of your purchase, unless you accept the new Terms. If a change materially disadvantages you, you may terminate the agreement within thirty (30) days with a pro rata refund. The current version is always available at apptimate.academy. A price change applies only to new purchases and does not affect a Course or Bundle already purchased.

18. Governing Law and Jurisdiction

These Terms are governed by the laws of the Netherlands. If you are a Consumer resident in another Member State of the European Union, this choice of law does not deprive you of the protection of the mandatory provisions of the law of the country where you have your habitual residence, insofar as we direct our activities to that country. Disputes shall be submitted to the competent court of the Rechtbank Noord-Holland, without prejudice to any mandatory rules of jurisdiction applicable to consumers.

19. 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. Through this address we handle complaints about access, refunds, suspension or blocking, the content of a Course, and privacy. If your complaint concerns the payment itself, the VAT, or the invoice, 2CO as Merchant of Record is your point of contact; on request we will help you find your way there. Security reports can be made via security@apptimate.nl. A complaint about the processing of your personal data may also be submitted to the Dutch Data Protection Authority.

We will acknowledge receipt of your complaint within seven (7) 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 18. We are not affiliated with a disputes committee. If you are a Consumer resident in another Member State of the European Union, you may also turn to the European Consumer Centre. Your

mandatory right to bring a dispute before the courts remains unaffected at all times.

20. 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. These documents are available and downloadable on the Platform before purchase without logging in. The version applicable to your purchase is the one published on the Platform at the time of that purchase; we retain earlier versions and provide them on request.
- 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, failure or shortcoming of suppliers such as the hosting provider, the email service, or the payment provider 2CO, cyber attacks including DDoS, war, natural disasters, pandemics, strikes, or government measures. In the event of temporary force majeure, obligations are suspended and the duration of your access is extended by the duration of the disruption. If the force majeure lasts longer than sixty (60) days, either party may terminate the agreement, with a pro rata refund for the part not delivered.
- 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. An assignment leaves the duration of your access, the amount you paid, and the level of service unaffected. The Privacy Policy continues to apply to the processing of your data; we inform you of an assignment in advance.

21. 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 19 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. Business purchases, including Team Licences, are additionally subject to the separate Business Terms; in case of conflict with these Terms, those prevail.

22. Contact

- Provider: Apptimate B.V. (KvK-nummer 89656202)
- VAT: NL865057783B01
- Postal address: Postbus 2039, 1990 AA Velserbroek, Nederland
- Registered office: Floraronde 247, 1991 LA Velserbroek, Nederland
- Email: academy@apptimate.nl
- Security: security@apptimate.nl
- Website: apptimate.academy