

# TERMS OF USE

23-11-2022

These are the general terms of use (hereinafter: the Terms of Use) of the DialogueTrainer Web Application: dialoguetrainer.app.

Please read these Terms of Use carefully before visiting or using the Web Application or before you register as a user (as defined in Section 1.2).

## ARTICLE 1. General

- 1.1 The Terms of Use apply to the use of the web application developed by DialogueTrainer that consists of the following components: 1) a virtual conversation simulation environment for training professional conversation skills including user profile with dashboard, 2) modlets, learning environments consisting of steps, cards and pages with content such as theory, images, videos, conversation simulations , tests and drag-drop tables, including the modlet editor, 3) an editor for developing conversation simulations (hereinafter: the Editor), and 4) a management environment for managing and displaying Users, simulations and other data, including dashboards.
- 1.2 By visiting or using the Web Application or registering as a user of the Web Application (hereinafter: the User) you have taken note of and agree to these Terms of Use.
- 1.3 If you do not agree with one or more of these Terms of Use, DialogueTrainer asks you to refrain from using the Web Application or registering as a user.
- 1.4 The Web Application is managed by DialogueTrainer B.V..
- 1.5 DialogueTrainer B.V. is located in Utrecht and registered in the commercial register of the Chamber of Commerce under number 66655404.

## ARTICLE 2. Web Application

- 2.1 The service provided by DialogueTrainer through the Web Application consists of making available the text, software, simulations, scripts,

- graphics, photos, sounds, music, videos, audiovisual combinations, interactive elements and other materials (hereinafter: the Content) in the form of a online learning environment for training communication skills, under the name 'DialogueTrainer'.
- 2.2 Users who have registered through the Web Application, are able to create a personal profile via their own accounts and modify their personal data.
  - 2.3 DialogueTrainer is responsible for the information they provide through the Web Application or otherwise. DialogueTrainer aims to provide timely and reliable information. No rights can be derived from the data presented on and in the Web Application.
  - 2.4 DialogueTrainer strives to provide good working systems for the Web Application that continuously, except for maintenance, will be available. Planned major maintenance will be announced by DialogueTrainer on the Web Application.
  - 2.5 DialogueTrainer explicitly doesn't guarantee that the Web Application can always be used (in a good way), nor that the Web Application is always accessible, nor that the Web Application is (fully) fault-free. DialogueTrainer will do all that is reasonably required to remedy failures in the Web Application as soon as possible, provided that such failures are not attributable to third parties.
  - 2.6 DialogueTrainer is entitled to immediately block access to (parts of) the Web Application or limit the use of the Web Application for users for maintenance, upgrading or improving the Web Application at any time .

### **ARTICLE 3. User obligations**

- 3.1 Users are fully responsible for their own use (including password) of the Web Application and the accuracy of the (personal) data provided by them and for the Content placed on the Web Application by the user through its account.
- 3.2 Users must refrain from any unauthorized use of the Web Application and will act and behave in accordance with what may be expected by DialogueTrainer of responsible and careful (Internet) users. This will include adherence to and compliance with the Terms of Use.
- 3.3 DialogueTrainer advises users not to post personal information on the Web Application, such as addresses, phone numbers or financial information.

This of course does not apply to creating a profile as a user on the Web Application.

- 3.4 By providing content using the Web Application or by providing input (hereinafter: Input) on a conversation simulation, unlike building a private conversation simulation in the Editor by User, the User gives DialogueTrainer an irrevocable, non-exclusive and worldwide right of use, publication and commercial exploitation of Content and Input the User posted. This Input can consist of suggestions for the improvement of the simulations, the addition of a completely new choice or posting comments. The provisions of this article 3.4 may be waived only if agreed beforehand between DialogueTrainer and User.
- 3.5 Users warrant that they are fully authorized to provide and provision Content and Input, and that they are entitled to grant the above license to DialogueTrainer. Users acknowledge and warrant that the Content and Input will not infringe intellectual property rights or any other rights of third parties, are in no way contrary to law, public order or morality or otherwise unlawful towards DialogueTrainer or third parties. The User shall, to the extent legally possible, abandon personal rights attached to the Content and Input made available by him.

## **ARTICLE 4. Privacy**

- 4.1 DialogueTrainer uses and processes the personal data of Users in accordance with the Privacy Statement of the Web Application, which is to be found, inter alia, in the Web Application.

## **ARTICLE 5. Licensing and Intellectual Property Rights**

- 5.1 The User may consult and make personal use of the included Content in the Web Application, provided that the User has been given access to this Content.
- 5.2 Intellectual Property Rights are all present and future intellectual property rights, anywhere in the world, including in any case copyright, neighboring rights, database rights, trademark rights, trade name rights, design rights, portrait rights and all similar rights under (un)written laws, such as rights on slavish imitation.

- 5.3 Without prior written permission from DialogueTrainer or the third-party holder, it is expressly forbidden to reproduce, publish or in any other way use the facilities made available, the Content and Web Application and its (fully or partially) content leading to harm or taking unfair advantage of the reputation of the Intellectual Property rights or any other rights of DialogueTrainer or third right-holder.
- 5.4 If a User himself builds a conversation simulation in the Editor, then the User may make the Content of that conversation simulation available to the target group, which receives an exclusive license. The target group of a self-built conversation simulation is agreed and established at the start of the agreement to use the Editor to build a conversation simulation.
- 5.5 In case of any infringement on the Intellectual Property rights of DialogueTrainer or third-parties, DialogueTrainer retains the right to recover all damages suffered by DialogueTrainer or third-parties entirely from the User of the Web Application.

## **ARTICLE 6. Liability**

- 6.1 DialogueTrainer is not liable for any (direct or indirect) damages arising out of or related to the use (or inability to use) the Web Application or content thereof, nor for any (direct or indirect) damage arising out of or related to the use of (or the impossibility of use) or the contents of the Web Application which in some way (in particular, by means of (hyper) (text)link(s), or metatag(s)) are connected to the Web Application.
- 6.2 The skills training developed by DialogueTrainer is not intended as an assessment tool, unless otherwise expressly agreed between the DialogueTrainer and their client. DialogueTrainer is not liable for any damage of a User due to the use of their developed skills training.
- 6.3 DialogueTrainer is expressly not liable for any acts or negligence of its users, including Content made available by them through the Web Application. DialogueTrainer also makes no guarantees regarding the contents of this Content.
- 6.4 The Web Application contains links to other websites or servers that are not managed by DialogueTrainer or for which DialogueTrainer is not (jointly) responsible. DialogueTrainer is in no way responsible for the content of such other sites. The DialogueTrainer platform provides these links only as

a convenience to its users and its inclusion does not imply endorsement of the content of such websites. Be aware that other websites or servers that you connect to from the Web Application may have terms or conditions which deviate from the terms and conditions contained in these Terms of Use.

- 6.5 The above limitations of liability do not apply if the damage is the result of any willful misconduct or gross negligence on the part of DialogueTrainer.

## **ARTICLE 7. Indemnity**

- 7.1 Each user indemnifies DialogueTrainer or any third party for any damages as a result of claims by third parties related to the offense or non-compliance with these Terms of Use, and against any claims or third-party damage that otherwise are related to or arising from any use of the Web Application by the respective User. The indemnification includes all damages and (legal) costs DialogueTrainer suffers or makes in connection with such a claim.

## **ARTICLE 8. Other provisions**

- 8.1 DialogueTrainer reserves the right to amend or change the Terms of Use unilaterally. The latest Terms of Use are always available in the Web Application. In case of an adjustment DialogueTrainer will inform the users as best as possible. If users continue to use the Web Application after changes to the Terms of Use, they are deemed to have irrevocably accepted these changes to the Terms of Use. DialogueTrainer advises Users of the Web Application to consult the Terms of Use regularly in the Web Application.
- 8.2 Any oral commitments and agreements have no effect unless confirmed in writing by either party.
- 8.3 These Terms of Use are governed by Dutch law. All disputes between DialogueTrainer and third parties in connection with the Terms of Use shall be brought to the court Midden-Nederland, location Utrecht, in case of disqualification.