

Terms of use

FoodCrumbles

Article 1. Definitions

For the purposes of these terms and conditions:

1. **Service Provider:** the natural or legal person which has an online platform on a website by means of which Service Provider offers (access to) digital content and/or services;
 - o FoodCrumbles;
 - o Tel: +31-643260741 (available from 09:00 to 17:00);
 - o E-mail: courses@foodcrumbles.com;
 - o Website: <https://foodcrumbles.com>;
 - o Chamber of Commerce (KVK): 82744386;
2. **User:** the person who makes use of the offered online platform, the (access to) digital content and/or the services (remotely) offered by Service Provider;
3. **Service:** the online platform on which the Service Provider offers (access to) digital content and/or services (remotely) for consumers and businesses.
4. **Conditions of Use:** the conditions of use as set out in this document.

Article 2. Applicability Conditions of Use

1. The Conditions of Use apply to all users of the Service. By using the Service, User agrees to be bound by the Conditions of Use.
2. If User is a customer, supplier or other counterparty of the Service Provider, these Conditions of Use apply as a supplement to the (general) terms and conditions of the Service Provider that have been declared applicable to that agreement.
3. The Conditions of Use may be amended by Service Provider at any time. The applicable version is the one applicable at the time of the User's login.

Article 3. Use of the Service

1. The right of use is personal. In order to log on to the Service, User has received a username and password. User guarantees that he will not disclose or make his user data available to others.
2. Service Provider only provides a temporary right of use to the Service. Service Provider determines who uses the Service and for how long. There is no enforceable right of use for User.
3. The use of the Service will not be used for any other purpose other than that for which access has been granted.
4. Use of the Service is entirely at User's own expense and risk.
5. User will respect copyrighted works of Service Provider, other users and/or third parties, i.e. not copy, reproduce, (sub)license or exploit, without the explicit written permission of Service Provider.
6. If User knows or suspects that the user name and/or password may be known to someone else, the user must change the password and inform Service Provider immediately via courses@foodcrumbles.com.
7. User is not permitted to use the Service to place, reproduce, distribute or make public data or information that is contrary to the law, or good morals, or that has been obtained unlawfully, or in such a way that it infringes the rights of third parties, such as intellectual property rights.
8. User indemnifies Service Provider against any claims by User or third parties on account of violation of the provisions of this article.

Article 4. Confidentiality and Account Security

1. Service Provider shall ensure that appropriate technical and organizational measures are taken to secure the Service and the data in/on/of the Service and to make them available in an authorized manner. Service Provider does not guarantee that the Service is permanently available. Service Provider reserves the right to interrupt the provision of the Service, if Service Provider deems this necessary at the time and for that period. If possible, Service Provider will inform User in advance.
2. If the user discovers a security breach in the Service or becomes aware of the (possible) existence of a security breach in the Service, User will notify Service Provider thereof immediately by e-mail.
3. User is responsible for the proper use and security of his/her hardware, browser and other software and the login details
4. Service Provider engages third parties for the Provision of the Service. If and to the extent that an engaged third party requires access to the Service and any data of User, User consents to the processing of its data. User hereby gives prior consent to Service Provider and the aforementioned third parties involved by Service Provider to process all data provided.

Article 5. Liability

1. Service Provider shall only be liable towards User for defects with respect to the Service of any nature whatsoever, insofar as these are the result of intent or equivalent gross negligence on the part of Service Provider.
2. In addition, any liability of Service Provider for damage caused by delay and/or consequential damage, such as trading loss, loss of profit and damage resulting from claims of third parties against User, or any other form of indirect damage, is expressly excluded.
3. Service Provider is not liable for the non-, incomplete or incorrect compliance with the Conditions of Use by its users and/or third parties.
4. In the event that the general terms and conditions of Service Provider apply, User will be subject to the liability scheme set out in those terms and conditions.

Article 6. Content

1. Information may be placed in the Service by other users of the Service and by third parties. Service Provider does not guarantee the accuracy or completeness of that information. If the information (also) consists of software, its use is at User's own risk. User understands that it is not possible for Service Provider to check the information, including any software.
2. If User becomes aware of information placed by other users or third parties, including any software, hyperlink or content from external sources (embedded) that may be harmful to Service Provider and/or any other user of the Service, User will notify Service Provider of this immediately by e-mail.
3. User declares that the information that User sends via the Service and/or publishes on the Services:
 - a. is not contrary to the applicable laws and regulations;
 - b. is not in conflict with the Conditions of Use and/or the general terms and conditions of Service Provider;
 - c. does not infringe any intellectual property right;
 - d. is accurate, complete, and suitable for the purpose intended by the user of such information;
 - e. to the extent that the information (also) consists of software: downloading, executing and/or using the software in any other way may have harmful consequences.
4. In the event that the information referred to in the previous paragraph does not comply with the provisions of that paragraph, User shall indemnify Service Provider against any damage resulting (indirectly) from the use of the information, including claims from third parties who have suffered any damages resulting (indirectly) from the use of that information.

Article 7. Personal data

1. If User uses the Service to publish information, or sends information via the Service and this information contains personal data (such as name and contact details), then the privacy statement of Service Provider applies. User is strongly advised to read this privacy statement before publishing or sending any personal data.

Article 8. Other users

1. User may contact other users of the service and/or third parties via the Service. Service Provider cannot guarantee that other users of the service and/or third parties are those whom they say to be and/or have the powers that they indicate to have with any organization. User must check this himself.
2. If the contact between User and another user of the service and/or a third party results in an agreement and/or legal relationship, then Service Provider is not involved as a party, unless Service Provider has explicitly agreed to this in writing.
3. Service Provider is not liable for any costs and/or damage that are the (indirect) result of the agreement and/or legal relationship referred to in the previous paragraph.

Article 9. Applicable law and competent court

1. The Conditions of Use are governed by Dutch law and any disputes between the Service Provider and User shall be submitted to the competent court in the District Court of Amsterdam, or, at the option of the Service Provider, to the court with relative jurisdiction under the law.