

GENERAL TERMS AND CONDITIONS – HSEQ Direct

HSEQ Direct is a global online all-in-one Health, Safety, Environment and Quality Management system, incorporating interactive learning, certification, communication and registration, powered by HSElife WORLD to disseminate information and improve health, safety and the environment (HSE) in industrial environments.

At hseqdirect.com we offer information, tools and resources such as a full HSEQ Library, virtual training/refreshers modules, registration of certificates obtained through HSElife LARS (Learning And Registration System), interactive tools via the XLR Academy to keep your knowledge up to date and the two-way communication system OPSLife Messenger 2.0.

These general terms and conditions apply to any use you make of hseqdirect.com. These general terms and conditions describe what you may expect from us and what conditions you must observe when using hseqdirect.com and our services. HSEQ Direct is powered by HSElife WORLD.

Article 1. Definitions

1. In these General Terms and Conditions, the following capitalised terms shall have the following meaning:

“Account”: a profile created by you as an individual for following training courses and registering the results achieved, which can be viewed via your personal and individual HSEQ Direct Environment;

“General Terms and Conditions”: these general terms and conditions;

“Services”: all services offered to you by HSEQ Direct via the website hseqdirect.com, including full HSEQ Library, HSElife LARS, XLR Academy, OPSLife Messenger 2.0 and virtual training modules;

“HSEQ Direct Environment”: your personal environment where you can login with your login details and where you can access your training progress and certificates;

“Login Data”: the username and password that allows you to use the Services and access your HSEQ Direct Environment;

“Intellectual Property Rights”: all intellectual property rights and related rights, such as copyrights, trademark rights, design rights, trade name rights, database rights and related rights, as well as related rights such as rights of know-how;

“Privacy and Cookie Statement”: HSEQ Direct’s privacy and cookie statement available via the website;

“HSEQ Direct”: having its registered office at De Dalk 2, (7381 BM) Klarenbeek, the Netherlands, and registered with the Chamber of Commerce under number 27188222;

“Website”: HSEQ Direct’s website accessible via hseqdirect.com.

Article 2. General

1. HSEQ Direct offers various services via the Website, both paid and free of charge. Your employer or client has purchased an umbrella licence that enables you and other people within your employer’s or your client’s organization to access the Website. By accessing or using the Website, your HSEQ Direct Environment and the Services you acknowledge that you have read, understand and agree to be personally bound by these General Terms and Conditions.

2. HSEQ Direct may amend these General Terms and Conditions. You will be notified of this via e-mail to the email address indicated by you and/or via the Website. The most recent version of the General Terms and Conditions can be found on the Website. By continuing to use the Website, your HSEQ Direct and the Services, you agree to the applicability of the amended General Terms and Conditions. If you do not wish to agree to the amended Terms and Conditions, you must stop using the Website and Services and delete your Account. You are also not entitled to any (partial) refund of a subscription that has already been paid for unless this would be unreasonable given the facts and circumstances.

Article 3. Services, Account and HSEQ Direct Environment

1. The Services consist of providing information and advice via the Website and other means and providing online training courses at a fee via HSElife LARS and XLR Academy, at no personal cost to you individually.

2. Through the Website, you must register your Account and then gain access to your personal HSEQ Direct Environment. The training courses and results/certificates you have obtained will be stored in your HSEQ Direct Environment.

3. Your Login Data are personal to you and may not be given to other individuals. You are responsible for maintaining the confidentiality of your Login Data. You are liable for any unauthorised use that may be made of and with your Login Data.

4. If you suspect any abuse of your Account or of your HSEQ Environment, you should immediately report it to HSEQ Direct, so that the necessary measures can be taken to prevent unauthorised access and misuse. HSEQ Direct may also act on its own initiative if it suspects that your Account or your HSEQ Direct Environment is being misused.

Article 4. Using the Website

1. You are responsible and liable for all actions you take on the basis of or with the information from the Website and Services of HSEQ Direct.

2. You will only use the Website and Services for the purpose of improving your own professional knowledge of HSE. Any other form of use of the Website and Services is not permitted.

3. You will not engage in any activities or provide any services that compete with HSEQ Direct.

4. HSEQ Direct committed to making the Website, your HSEQ Direct Environment, Account and the Services available to you on a continuous basis. Of course, periodic maintenance is required to maintain and improve the Website and the Services. As a result, the Website, your HSEQ Direct Environment, Account and the Services will not be available at certain times. We try to keep the maintenance as much as possible outside working hours and to limit the duration of unavailability of the Website, your HSEQ Direct Environment, Account and the Services as much as possible. You acknowledge that there may be situations where the Website, your HSEQ Direct Environment, Account and the Services may not be available due to scheduled or unscheduled maintenance or other circumstances. HSEQ Direct will never be liable for this.

5. In addition to other means available to HSEQ Direct under these General Terms and Conditions or under applicable law, HSEQ Direct may at any time temporarily or permanently restrict, suspend or terminate your use of the Website, HSEQ Direct Environment, your Account and the Services in the event of serious circumstances, such as misuse. HSEQ Direct is not obliged to inform you prior to taking such measures. HSEQ Direct shall not be liable for taking any such measures.

Article 5. Payment

1. The prices for the Services are stated per Service on the Website. The prices mentioned are exclusive of VAT and other government levies, unless otherwise indicated.

2. Payment takes place in the manner and within the term stated on the Website and/or in the ordering process of the relevant Service. Where third party services, such as payment providers, are used to execute payment by you, you accept that the terms and conditions of those third parties apply and that HSEQ Direct cannot accept liability for (defects in) the execution by those third parties.

3. If you have not paid the amount due to HSEQ Direct in full and irrevocably within a specified payment period, you are immediately in default. This means that HSEQ Direct may use the resources provided by law without having to send you a reminder.

4. HSEQ Direct is always entitled to adjust its prices. No retroactive adjustments will be made.

Article 6. Intellectual Property Rights

1. All Intellectual Property Rights relating to the Website, the HSEQ Direct content and the Services are the exclusive property of HSElife WORLD or its licensors. No Intellectual Property Rights are transferred to you. However, you do have a right of use (licence) to use the Website, Services and your HSEQ Direct Environment in accordance with these General Terms and Conditions until that right is terminated. This right of use is strictly limited to your personal use. You may not assign the right of use to others, nor grant sublicenses to others, or give others access to your Account in any way or form. The right of use is non-exclusive.

2. You accept that the use of the Website, your HSEQ Direct Environment and the Services is limited by these General Terms and Conditions. You are not permitted to violate the restrictions in these General Terms and Conditions and/or reverse engineer, disclose or distribute any information made available to you through the Website, the HSEQ Direct Environment or the Services, whether or not in modified form and/or for any other purpose than that permitted in these General Terms and Conditions, unless HSEQ Direct has given you prior written permission to do so.

Article 7. Privacy

1. The processing of your personal data by HSEQ Direct is done in accordance with the legal requirements and the Privacy and Cookie Statement.

Article 8. Liability, Warranties and Indemnities

1. HSEQ Direct accepts no liability whatsoever for damage resulting from the information on the Website or the provision of the Services, to the extent permitted by mandatory law.

2. Should HSEQ Direct be held liable towards you under mandatory law, any liability of HSEQ Direct shall be limited to direct damage that you suffer as a result of a failure attributable to HSEQ Direct to fulfil its obligations and/or to commit a wrongful act. The total liability of HSEQ Direct is limited to an amount equal to the fee you have paid for the relevant Service in the preceding three months and in any case never more than an amount of EUR 1,000, = (in words: one thousand euros).

3. All liability of HSEQ Direct for all other damage than direct damage, including in any case consequential damage, is excluded. Consequential loss is understood to mean loss of profit, loss of turnover, missed savings, reduced goodwill, loss of reputation, damage due to business stagnation, losses, costs incurred to prevent or determine consequential loss, loss, exchange of or damage to electronic data and/or damage due to a delay in the transport of data traffic.

4. HSEQ Direct does not give any guarantee, commitment or indemnity whatsoever regarding the quality, security, lawfulness, integrity and correctness of the Website, the information provided and the Services.

5. You guarantee to HSEQ Direct that you will always act in accordance with these General Terms and Conditions and that the information you provide when creating your Account and completing the training courses is complete, current and correct.

6. You warrant to HSEQ Direct that you are entitled to use the Services and that, if you are a legal entity, the person who creates the Account on your behalf and provides the data is authorised to do so on your behalf.

7. You indemnify HSEQ Direct against all third-party claims in connection with or arising from your use of the Website and Services, by compensating HSEQ Direct for all damages and costs arising from such use.

Article 9. Duration and termination

1. Your HSEQ Direct Environment including all data stored therein is available if your Account is active, and you make the payment due on time.

2. If you purchase paid Services, you conclude a paid subscription with HSEQ Direct that is valid for one year. The subscription is automatically renewed for the same period, unless you notify HSEQ Direct at least one month before the end of the current year by letter or email that you wish to terminate the subscription. Upon termination, your Account and your HSEQ Direct Environment, including all data stored therein, such as certificates, will be deleted immediately.

3. If you have not paid the full and irrevocable amount owed by you for the Services paid to HSEQ Direct within a specified payment period, HSEQ Direct will also delete your Account and your HSEQ Direct Environment including all data stored therein.

4. In the event you breach these General Terms and Conditions, HSEQ Direct is entitled to take immediate measures in order to close your Account and your HSEQ Direct Environment temporarily or permanently. HSEQ Direct shall not be liable if you suffer any loss as a result. In the event of dissolution of the agreement between you and HSEQ Direct, HSEQ Direct shall not be obliged to (partially) refund payments already made by you unless this would be unreasonable in view of the facts and circumstances.

5. Upon termination of the agreement for any reason, your right to use the paid Services will immediately expire and you will be immediately denied access to the parts of the Website that are protected by the Login Data.

Article 10. Complaints and disputes

If you have a complaint about the performance of the Services or the Website, you may send it in writing to services@hseqdirect.com. HSEQ Direct takes your complaints seriously and will make every effort to find a suitable solution for both parties.

All disputes arising out of the use of the Website, your HSEQ Direct Environment and the Services are governed by Dutch law. All disputes arising between you and HSEQ Direct will be submitted to the competent court in Gelderland, the Netherlands.