Sessions Terms of Delivery and Use

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This is an English translation of the Leverings- en gebruiksvoorwaarden Sessions. In case of any difference, the Dutch version prevails (Article 12.6).

Article 1 Definitions

In these terms, the following words have the following meanings:

1.1 **Hart voor Projecten:** Hart voor Projecten v.o.f., established in Bilthoven, the Netherlands, registered with the Dutch Chamber of Commerce under number 76173690.

1.2 **Sessions:** the online environment of Hart voor Projecten at sessions.hartvoorprojecten.nl, which a facilitator uses to run tools together with a team, based on Projectmatig Creëren (PMC) and Programmatisch Creëren.

1.3 **Customer:** the organisation that orders start codes or receives them from Hart voor Projecten.

1.4 **Facilitator:** the person who prepares, puts online and leads a session on behalf of the Customer.

1.5 **Participant:** anyone who takes part in a session with a device. Each device that has joined counts as one participant.

1.6 **Tool:** a structured way of working in Sessions, such as Project Definition, Activity Plan and the Project Scan, and the tools Hart voor Projecten adds later.

1.7 **Start code:** a unique code with which a facilitator starts one session with one of the tools that belong to the order. These tools are listed in the email with the codes.

1.8 **Status of a code:** new, online, used, used up, expired or revoked, as described in Article 4.

1.9 **Session:** running one tool once with a team, with one start code.

1.10 **Progress file:** the file containing the content of a session, which the facilitator saves on their own device or in the Customer's own environment.

1.11 **Results:** everything the facilitator and the participants enter in a session, and what Sessions produces from it, such as a PDF, Word or Excel file.

1.12 **Order:** an order for start codes through the order form in Sessions, or in another way that Hart voor Projecten confirms in writing.

1.13 **In writing:** on paper or by email.

Article 2 Applicability

2.1 These terms apply to every order for start codes and to every use of Sessions. They also apply to start codes that Hart voor Projecten provides with a training course, programme or advisory assignment.

2.2 The General Terms and Conditions of Hart voor Projecten (in Dutch) also apply. In case of conflict, these Terms of Delivery and Use prevail. Articles 6, 7 and 12 of the General Terms and Conditions do not apply to Sessions.

2.3 Sessions is intended solely for business use by organisations, such as companies, governments, institutions and self-employed professionals. The person placing an order declares that they act on behalf of an organisation and are authorised to bind it.

2.4 Hart voor Projecten makes these terms and the General Terms and Conditions available before or at the time of ordering, so that the Customer can save them. The person ordering accepts them by ticking the box when ordering. For start codes provided with a training course or assignment, this is done in the quotation or the confirmation of the assignment.

2.5 General terms or purchasing conditions of the Customer do not apply, even if the Customer refers to them.

2.6 Deviations from these terms are only valid if Hart voor Projecten confirms them in writing.

2.7 If a provision of these terms is invalid, the other provisions remain in force. The invalid provision is replaced by a valid one that comes as close as possible to its purpose.

Article 3 Ordering and delivery

3.1 The Customer orders start codes through the order form in Sessions, or in another way that Hart voor Projecten confirms in writing. The confirmation the Customer receives by email immediately after ordering is only an acknowledgement of receipt.

3.2 The agreement is concluded as soon as Hart voor Projecten sends the start codes or otherwise accepts the order in writing. Hart voor Projecten may refuse an order without stating reasons.

3.3 Hart voor Projecten sends the start codes by email to the Customer's contact person, as a list and as a CSV file. This is normally done within two working days of the order. This is a target, not a strict deadline.

3.4 If the contact person has not received the codes within five working days of the order, or if something is not correct, they report this within that period. Hart voor Projecten then sends the codes again, if necessary in another way.

3.5 Delivery is complete as soon as Hart voor Projecten has sent the start codes.

3.6 The Customer distributes the start codes within its own organisation. The Customer keeps them carefully, so that unauthorised persons cannot use them.

3.7 Large numbers of start codes, batches that are topped up on request and other custom arrangements are laid down by Hart voor Projecten in a quotation or a written confirmation.

Article 4 Start codes and sessions

4.1 One start code is one paid session. With a start code, a facilitator runs one tool once with a team. Anyone who wants to run more tools uses a separate start code for each tool. The Project Scan falls outside this (paragraph 8).

4.2 Preparing and practising do not cost a code. Preparing a session, saving a progress file and practising online with at most one participant do not use up the start code.

4.3 A start code is used as soon as two participants take part in the session at the same time. Each device that has joined with a name and has not been removed by the facilitator counts as one participant, even if one person uses several devices. Merely opening the join page does not count. The facilitator and the presentation screen do not count.

4.4 As soon as the facilitator puts a session online, the code is online and fixed to that tool. If the session is deleted or expires before the code has been used, the code is new again and valid again for every tool on the code.

4.5 Up to 7 days after a code has been used, the facilitator can put the same session online again. This is only possible with the same start code, for the same tool and with a saved progress file of that session. After that, the code is used up.

4.6 If the facilitator chooses "Close and delete the session" for a used code, the code is used up immediately. Reopening is then no longer possible.

4.7 As long as a session is online, the facilitator can take it over on another device with the same start code. The first device is then no longer the facilitator.

4.8 The Project Scan is free. With every start code, the facilitator can use the Project Scan until the end date, even if the code has been used or used up. The Project Scan does not use up a code.

4.9 A start code is valid until the end date in the email with the codes: 12 months after the date of the order, unless Hart voor Projecten confirms otherwise in writing. A code that is still new on the end date expires. If a session is online on the end date, it can still continue; if it is deleted or expires without the code being used, the code expires at that moment. A code used before the end date can be reopened for up to 7 days after it was used, even after the end date.

4.10 Anyone who knows a start code can use it, and can take over and view a session that is online. Share codes only with facilitators. Use of a code counts as use by the Customer, even if an unauthorised person uses it. If the Customer reports a lost or leaked code that is still new, Hart voor Projecten revokes it as soon as possible and replaces it with a code with the same end date.

4.11 Hart voor Projecten may revoke start codes in the cases of Articles 5.6, 5.7, 7.7 and 12.2. A revoked code stops working immediately.

4.12 The record in Sessions of the status of a code serves as evidence, unless the Customer proves otherwise.

Article 5 Prices and payment

5.1 Prices are in euros, excluding VAT. An order is subject to the prices shown on the order form or in the quotation at the time of ordering.

5.2 **Hart voor Projecten reserves all rights to change the pricing model at any time and without notice.** The pricing model includes, among other things: the prices, which products and bundles are available, the period of validity, when a session counts and which elements are free.

5.3 A change applies only to orders received after the change, and not to a quotation that is still valid at that time. Start codes already ordered keep the price, the number of sessions, the period of validity, the rules of Article 4 and the free elements that applied at the time of ordering.

5.4 Hart voor Projecten invoices as soon as the start codes have been sent, unless agreed otherwise in the quotation. The Customer pays within 14 days of the invoice date. If the Customer has provided an order number or purchase order number, it is shown on the invoice.

5.5 If the Customer does not pay on time, the Customer is in default without notice of default being required. From the due date, statutory commercial interest (Article 6:119a of the Dutch Civil Code) is payable. Collection costs are governed by Article 4.4 of the General Terms and Conditions.

5.6 As long as an invoice has not been paid, Hart voor Projecten may temporarily revoke the start codes of that order that are still new, and refuse new orders. After payment, Hart voor Projecten reactivates the codes. The end date does not change as a result.

5.7 Start codes that Hart voor Projecten provides with a training course, programme or advisory assignment are subject to the price agreements of that assignment. The amount referred to in Article 11.5 is then the price included for the codes in that assignment; if there is none, the price of a single session according to the price list. If the training course or assignment is cancelled, the codes belonging to it are cancelled too: Hart voor Projecten revokes the codes that are still new. This is because they form part of the training materials.

Article 6 Cancellation and refunds

6.1 Sessions is only for organisations. There is therefore no statutory right of withdrawal.

6.2 The Customer can cancel an order free of charge as long as Hart voor Projecten has not yet sent the start codes.

6.3 After the start codes have been sent, the Customer can no longer cancel the order. The Customer is not entitled to a refund, exchange or extension of start codes that are new or have expired, except in the cases of Articles 8.3, 11.9, 12.1 and 12.3 and Article 5.3 of the Data Processing Terms.

6.4 If a code was used or used up because Sessions did not work properly due to a malfunction on the part of Hart voor Projecten, and the Customer reports this within 7 days, the Customer receives a replacement code for the same tool. In case of a malfunction, this is the Customer's only right, except in the case of Article 11.6.

Article 7 Right of use and rules of use

7.1 The Customer receives the right to use Sessions with the start codes as long as the codes are valid. This right is non-exclusive and non-transferable.

7.2 The start codes are intended for facilitators who work for the Customer, whether employed or hired. They use the codes for projects and programmes of the Customer, or in which the Customer itself has a role as sponsor, project manager, programme manager or team member.

7.3 Participants from outside the Customer's organisation, such as partner organisations, contractors and advisers, may take part in those sessions. The Customer may not resell start codes or give them away as separate codes. Running sessions solely as facilitator for another organisation is only permitted with the written permission of Hart voor Projecten.

7.4 It is not permitted to:

- copy, replicate or use Sessions, the tools, the texts or the prompts for one's own or a competing product;
- decompile the software or discover its source code, except where the law permits this;
- circumvent the start codes, the counting of sessions or other technical limits;
- overload Sessions, for example with automated requests or a load test;
- enter unlawful, offensive or harmful content, or viruses and other malicious code;
- remove or change trademarks, names or copyright notices of Hart voor Projecten.

7.5 The Customer is responsible for everything the facilitators and participants enter in Sessions. The Customer does not enter special categories of personal data, personal data relating to criminal convictions and offences, citizen service numbers (BSN) or classified information. Hart voor Projecten recommends keeping other sensitive data out of a session as well; a first name is enough.

7.6 The Customer ensures that its facilitators and participants know and comply with these rules. The Customer is liable for their use of Sessions.

7.7 If the Customer or someone on its behalf breaches these rules, Hart voor Projecten may revoke start codes and block access, without a refund. Hart voor Projecten may also claim damages.

Article 8 Availability, maintenance and support

8.1 Hart voor Projecten does its best to keep Sessions available. Hart voor Projecten does not guarantee that Sessions will always work, without interruption or without errors. No availability level applies unless agreed in writing.

8.2 Hart voor Projecten may temporarily take Sessions out of service for maintenance, updates and security. Planned maintenance takes place outside office hours as much as possible. Where reasonably possible, Hart voor Projecten announces it in advance.

8.3 Hart voor Projecten may change, extend or limit Sessions and the tools at any time. If a tool is discontinued while the Customer still has new codes valid only for that tool, the Customer chooses between replacement codes for another tool and a refund of the order price of those codes.

8.4 Hart voor Projecten may set technical limits to protect Sessions, such as a maximum number of participants per session or of new sessions per hour from one internet address.

8.5 The Customer provides what is needed to use Sessions: devices with an up-to-date browser, a good internet connection and a presentation screen. The Customer also ensures that its own network does not block Sessions.

8.6 Sessions has help on every screen and manuals. For other questions, the Customer can email info@hartvoorprojecten.nl. Hart voor Projecten answers questions on working days, as quickly as reasonably possible, without a fixed response time.

Article 9 Data, progress files and privacy

9.1 Online sessions are deleted automatically. During a session, Sessions stores the content of the session and the names that participants enter. Sessions automatically deletes an online session 24 hours after it was put online. When a session is reopened, a new period starts; taking over does not change the period. Hart voor Projecten may extend this period, up to a maximum of 7 days. A shortening is announced at least 30 days in advance and does not apply to sessions that are already online.

9.2 Automatic deletion does not use up a used code: for up to 7 days after the code was used, the session can be reopened, but only with a saved progress file (Article 4.5). "Close and delete the session" uses up a used code immediately (Article 4.6); a code that had not yet been used then becomes new again (Article 4.4).

9.3 The Customer saves the progress file and the results. Hart voor Projecten does not store progress files or downloads; they are created by the facilitator's browser. It is up to the Customer to save the progress file and the results in good time: in any case before closing or deleting a session, before automatic deletion, and in between during a long session. Hart voor Projecten ensures that a saved progress file can be opened in new versions of Sessions for at least 12 months after it was saved, for the same tool. Continuing to work with a team is then possible with a start code in accordance with Article 4.

9.4 Deleted means gone. Hart voor Projecten cannot restore a deleted, expired or lost session. This also applies to content lost due to a malfunction, a flat battery, a closed browser or a broken connection.

9.5 Hart voor Projecten makes encrypted backups of Sessions in order to be able to restore the service. As a result, a session may remain in a backup for up to 14 days. Hart voor Projecten uses backups only to restore the service, not to restore individual sessions or content for a Customer.

9.6 For personal data in a session, the Customer is the controller and Hart voor Projecten the processor. The Data Processing Terms of Hart voor Projecten in the annex serve as a data processing agreement within the meaning of Article 28 GDPR. If the parties conclude a written data processing agreement based on the Customer's model, that agreement prevails. The Data Processing Terms also list the sub-processors and the security measures.

9.7 Hart voor Projecten does not look at the content of sessions, except where necessary for security or recovery. Anything it sees in doing so, it keeps confidential.

9.8 Hart voor Projecten processes the data of Sessions within the European Union.

9.9 If Hart voor Projecten discovers a (suspected) personal data breach affecting the Customer's data, it reports this to the Customer's contact person within 24 hours, stating what is known and which measures have been taken.

9.10 Hart voor Projecten uses the data of the contact person and the person ordering for the order, invoicing and contact about Sessions, in accordance with the privacy policy of Hart voor Projecten (in Dutch). Sessions keeps track, per organisation, of how many start codes are new, used and used up. To protect Sessions, Sessions briefly processes the internet addresses of devices (Article 8.4); this falls under the Data Processing Terms.

9.11 Sessions itself does not use artificial intelligence and does not send anything to an AI service. If the facilitator uses the Sessions prompt in their own AI tool, they do so at their own responsibility. That AI tool is subject to the Customer's agreements with its provider.

Article 10 Intellectual property

10.1 All rights to Sessions remain with Hart voor Projecten or with the parties from whom it holds a licence. This applies to the software, the design, the screens, the texts, the prompts, the help texts, the manuals and the way in which the tools are worked out in Sessions. The Customer only receives the right of use under Article 7.

10.2 The content entered by the facilitator and the participants remains the Customer's. Hart voor Projecten claims no rights to it.

10.3 The Customer may freely use the results and share them with anyone involved in the projects and programmes referred to in Article 7.2, even if they contain models or structures of Hart voor Projecten. Using those models and structures separately from the results is not permitted, for example in one's own training materials, tools or software. Article 8 of the General Terms and Conditions does not apply here.

10.4 If the Customer uploads its own logo or other material, the Customer warrants that it is entitled to use it.

10.5 Hart voor Projecten may freely use the Customer's ideas and suggestions for Sessions, without compensation.

10.6 The Customer may only use the names Sessions and Hart voor Projecten and their logos with written permission.

Article 11 Liability and force majeure

11.1 The Customer uses Sessions at its own expense and risk.

11.2 Hart voor Projecten is not liable for any loss or damage arising from the use of Sessions, or from the inability to use it. This applies to any form of damage, including:

- loss of or damage to content, sessions, progress files or results;
- damage because a session could not take place, was interrupted or had to be repeated;
- indirect or consequential loss, loss of profit, loss of anticipated savings and time lost by facilitators and participants;
- damage from decisions based on the results of a session;
- damage from use of a start code by an unauthorised person;
- damage from malfunctions at parties engaged by Hart voor Projecten, such as the hosting provider and the email service.

11.3 If Sessions did not work properly due to a malfunction on the part of Hart voor Projecten, the Customer is only entitled to a replacement code under Article 6.4.

11.4 Damage because the progress file or the results were not saved, or not saved in time (Article 9.3), is borne by the Customer. If saving or opening a progress file failed due to an error in Sessions, only Article 6.4 applies.

11.5 Should Hart voor Projecten nevertheless be liable, that liability is limited to the amount the Customer paid for the order to which the start code concerned belongs. For codes provided with a training course or assignment, the amount of Article 5.7 applies.

11.6 This article does not apply in the event of intent or deliberate recklessness on the part of Hart voor Projecten itself or one of its partners.

11.7 The Customer reports damage in writing within 30 days of discovering it. Any right to compensation lapses 12 months after the event from which the damage arose.

11.8 The Customer indemnifies Hart voor Projecten against claims of third parties, such as participants or rights holders, related to the Customer's use of Sessions or to the content the Customer enters. This does not apply insofar as the claim results from a failure on the part of Hart voor Projecten.

11.9 In the event of force majeure, Hart voor Projecten is not obliged to perform its obligations. Force majeure includes, among other things: a malfunction at the hosting provider, the email service or the internet, a power failure, a cyber attack or DDoS attack, a government measure and illness of people Hart voor Projecten needs. If the force majeure lasts longer than 60 days, both parties may terminate the agreement in writing. Hart voor Projecten then refunds the order price of the codes that are still new; no other compensation is owed.

11.10 Each paragraph of this article stands on its own. If one lapses, the others remain in force.

Article 12 Changes, termination, governing law and disputes

12.1 Hart voor Projecten may change these terms. A new version applies to orders from the date of publication. For start codes already ordered, a new version applies 30 days after Hart voor Projecten has informed the contact person; Articles 4 and 5 do not change for those codes. If the Customer does not agree with the new version, it may return its codes that are still new within those 30 days, in return for a refund of the order price. A change that is solely in the Customer's favour or required by law applies immediately.

12.2 Hart voor Projecten may suspend the Customer's access to Sessions or revoke start codes if the Customer does not pay, breaches these terms, or if the security of Sessions or of other customers so requires.

12.3 Hart voor Projecten may discontinue Sessions. It announces this at least three months in advance. Start codes that are still new and valid at that time are refunded by Hart voor Projecten at the price for which they were ordered.

12.4 These terms and any agreement concerning Sessions are governed by Dutch law.

12.5 The parties first try to resolve a dispute through consultation. If that fails, the dispute will be decided by the competent court of the District Court of Midden-Nederland (Rechtbank Midden-Nederland).

12.6 In case of any difference between the Dutch version and a translated version of these terms, the Dutch version prevails.

12.7 Questions about these terms: info@hartvoorprojecten.nl.