

TERMS AND CONDITIONS

for Provision of Training and Selection Services by De Upstarter

Chamber of Commerce: 61786780

Address: Tolhuisweg 2, 1031 CL Amsterdam

De Upstarter (2014) ("the company") locates, selects, trains, educates and places candidates for a traineeship as an independent contractor ("candidate") on the following terms and conditions:

1. Description

1.1 Starter. The customer or person for whom the training is being performed and the person who has accepted the terms and conditions by signing the enrollment agreement, when signing up for the Content Creation Program. The definition of starter has nothing to do with the official status and always refers to a single person. The starter agrees with the way of communicating, billing and our refunding policy. The responsibility that the invoice through email actually arrives lies with the student. He/she cannot appeal to any possible spam filters and/or no valid billing email address that could possibly be the cause of the non-arrival of an invoice.

1.2 Trainee Company: Every acknowledged trainee company, who de Upstarter has contacted, with the intention of realizing a traineeship for the aforementioned starter within their company. The conditions of the contract between the starter and the company are not the responsibility of de Upstarter. This includes working hours, compensation, geographical flexibility, behavior on the workplace and possible termination. De Upstarter has the right to regularly inquire about the motivation, behavior and performance of the starter who is placed in the traineeship and to mediate should any problems arise.

1.3 De Upstarter: The consultant and the mediatory organization between the starter and the company and who provides the training program for the starter. De Upstarter's core task is to train the starter, to connect trainee company and starter and to assist the trainee company in acquiring a suitable starter for the traineeship opening.

2. General

2.1 De Upstarter and the person who enters into the agreement ("Starter") agrees to a partnership in order to complete all tasks with the basis of the terms & conditions and the prices mentioned on the website (www.deupstarter.com), with mutual approval. Our general service conditions and price lists are valid and exclusive. If any claims or demands made by the starter against or differ from the terms & conditions, we will not consider these, as long as both parties have not confirmed in written form.

2.2 De Upstarter is not responsible for any extra costs that a starter may be incurred via external organizations. De Upstarter considers no demands relating to discounts or payments, when starters make use of external organizations or supply information, since they are not considered a part of their service as seen in 1.3 and 1.4.

2.3 The terms and conditions can be read on our website; www.deupstarter.com

3 The procedure and the official contract

3.1 After filling out the contact form on the website with name, email address, phone number, city of residence and how you find us, de Upstarter will respond through email or phone and start the application procedure when requested by the starter and when the starter actually meets De Upstarter's requirements. The application procedure includes sending the other documentation that the student will need for their preparation.

3.2 The starter accepts the cooperation by sending back a signed copy of the enrollment contract to us by Hellosign. By pressing the send button in the Hellosign application the agreement will be sent and accepted by de Upstarter.

3.3 The starter is expected to have read and understood the terms and conditions in every aspect and has agreed with the conditions before officially enrolling. If any questions remain unanswered, the starter can contact any team member of De Upstarter.

3.4 The starter is responsible for correctly answering all forms truthfully.

3.5 The traineeships from de Upstarter are for starters who can proof they have a HBO (College) or University Degree.

4. Qualification process

4.1 The qualification process is an internal process of de Upstarter, which is dependent on the quality of the assessment, CV and motivation that the Starter has submitted to De Upstarter. If the starter's qualification is below HBO (College) level, then de Upstarter will not accept the starter for the program. Both parties will have no more responsibilities at that moment.

5. Payment

5.1 Unless otherwise agreed between the two parties, the payment of the fee for the training program, as seen on www.deupstarter.com, has to be paid within 2 days after the invoice is sent by de Upstarter. The second invoice has to be paid within 14 days after receipt.

5.1.1 The invoice will be send directly after receiving the enrollment contract.

5.2 In case the payment has not been paid within 2 days after the invoice has been sent by de Upstarter, de Upstarter has the right to send two reminders. After the third reminder de Upstarter has the right to immediately terminate the agreement and both parties will have no further responsibilities. In case the starter has not paid after the third reminder, but the contracts have been signed, de Upstarter has the right to turn towards a collection agency for the payment. Any extra costs will be made on behalf of the starter. De Upstarter, is in the case of not receiving the payment, entitled to cancel the training and traineeship.

5.3 In case the starter decides to cancel the training program after the payment has been made and before the training has started as the result of severe illness or death in the near family, de Upstarter will reimburse the payment to the starter. In both cases a written proof needs to be send to de Upstarter citing his or her inability to continue the training program. De Upstarter reserves the right to determine whether the document is sufficient and a valid reason.

6. Changes to the internship once the starter has started the internship.

6.1 The starter has the right to change details of the traineeship and to discuss with the company when the training has begun.

6.2 Small changes contain: changes with respect to the start/end date of the placement, position within the company, or others can change during the internships. Small changes require the starter to remain in the same company at the same location. These agreements must be communicated to de Upstarter directly and have no financial implications for all parties involved.

6.3 Major changes contain: changing location, company, or cancelling the internship if it has already begun and the starter has agreed to the placement through de Upstarter. The starter is required to terminate the contract between the starter and the internship company and pay the penalty to De Upstarter as mentioned in the enrollment contract.

7. Termination by the internship company itself.

7.1 In the event that the internship company terminates the contract between the company and the starter as the result of misbehavior from the starter, then de Upstarter has no further obligations since the contracts as well as the reason for the dismissal is only the responsibility of the two signing parties. In this case there is no possibility of the return of money from de Upstarter plus the starter needs to pay the penalty to De Upstarter as mentioned in the enrollment agreement.

7.2 If the internship company terminates the contract prematurely between the internship company and the starter based on internal reasons and not based on the behavior of the student, de Upstarter will try to find a similar traineeship as soon as possible for the starter. This will be free of all costs for the collaborating parties.

8. De Upstarter service

8.1 In the period that de Upstarter is engaged in the training program and mediation, it assumes no responsibility or liability for any legal consequences that may arise from the collaboration with de Upstarter. De Upstarter accepts no responsibility for the agreements made between the starter and the internship company and function as a mediator between the two parties.

8.2 De Upstarter gives no warranty, express or implied, that when the enrollment is completed a traineeship is guaranteed. History has shown that 90% of the starters are more than satisfied with their placement, but there is no guarantee. Given that de Upstarter received false information from the internship company, de Upstarter is not responsible for payments.

8.3 All complaints regarding the traineeship must be reported immediately to de Upstarter; de Upstarter will place these complaints in the correct category as 6.1 to 6.3 or 7.1 to 7.2.

8.4 Should the applicant provide contact information for potential placement companies for personal gain (e.g. by agreeing on a work placement outside de Upstarter) or shares this data to people or organizations other than de Upstarter, de Upstarter has the right to charge the cost of the complete training program, mediation and gained reputation damage onto the starter.

9. Complaints procedure

9.1 You can invoke our complaints procedure if you are not satisfied with the education received by the Upstarter, or the course of events. This procedure applies to all the participants of the training Content Creation. The aim is to ensure careful handling of complaints. We serve your interest as participant, but also the interest of the school which is to create a secure learning environment and providing quality education. The complaint procedure has a 'signal function': De Upstarter receives signals that can support them in improving education and customer service.

9.2 Complaints may relate to the guidance of participants, application of measures, assessment of participants, the establishment of the school organization, sexual harassment, discriminatory behavior, aggression and violence.

9.3 Instead of maintaining a complaints procedure itself, De Upstarter decided to appoint professionals from the company 'Result Mediation' as a mediator. This is an independent third party that handles complaints objectively.

9.4 A complaint is first discussed by the complainant with the one the complaint is about. If this is not sufficient, the complainant can contact the program coordinators from De Upstarter. If the complaint is still not adequately resolved, one can turn to Result Mediation.

9.5 Each complaint will be treated confidentially. The judgment of Result Mediation is binding for De Upstarter. Possible consequences will be dealt by De Upstarter within four weeks.

9.6 Once a complaint has been filed there will be a response within four weeks. The entire handling of complaints is about 6 weeks, within this period you can expect an answer. If a longer time is required to do research, the participant will be informed within 3 weeks. The reason for postponement is explained, also an indication of when an answer can be expected is given.

9.7 Complaints and the manner of settlement are recorded and kept for a period of 3 years.

Contact Result Mediation

Herengracht 213

1016 BG Amsterdam

020-2050239

info@resultmediation.nl

The terms and conditions can be requested via astrid@deupstarter.nl