

Terms of use

(version December 28th, 2017)

Please read this terms of use agreement (the "Agreement") carefully. Your use of this Site (as defined below) constitutes your acceptance to be bound by this Agreement. If you do not agree to the terms of this Agreement, please do not use this Website.

This Agreement is between:

- You ("You", "Your", "User(s)"); and
- Elevate ("Elevate", "ElevateHealth", "We", "Us", "Our")

concerning:

- Your access to and use of the website owned and controlled by ElevateHealth, from which You are accessing this Agreement (the "Site", "Sites", "Website", "VLE" virtual learning environment, "Site Content")

relating our:

Courses ("Course(s)", "Product(s)", "Service(s)").

1. Agreement

By accessing, browsing or using the Site, You agree to the terms of this Agreement, including our Privacy Policy and to any additional rules and guidelines that We post on the Site.

This Agreement, together with Our Privacy Policy and any other specific rules or guidelines introduced by Us on Our Site, constitute the entire agreement between You and Us in relation to Your access and use of Our Site, and supersedes all prior oral or written agreements or understandings with respect to the subject of this Agreement.

We may make changes to this Agreement from time to time; we may notify You of such changes by any reasonable means, including by posting the revised version of this Agreement on the Site. Your use of the Site following changes to this Agreement will constitute Your acceptance of those changes; provided, however, absent Your express consent, any material change to this Agreement shall not apply retroactively to any claim or dispute between You and Us in connection with this Agreement. We may, at any time, modify or discontinue all or part of the Site; charge,

modify or waive fees required to use the Site; or offer opportunities to some or all Site Users.

2. E-learning environment

In consideration for Your agreement to the terms and conditions contained here, Elevate grants You a personal, non-exclusive, non-transferable license to access and use the Sites. You may download material from the Sites only for Your own personal, non-commercial use. You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material. The burden of determining that use of any information, software or any other content on the Site is permissible rests with You.

3. Payment

Payment is in cash, unless agreed otherwise. Payment in cash also includes a bank transfer to the bank account as indicated by Elevate at the moment of purchase or payment via Internet banking.

If payment in installments has been agreed, You must pay according to the installment periods and the percentages as agreed. Payment of the Product and/or Service takes place prior to the commencement of the education or training course. Elevate is entitled to demand full payment of the course fee within not less than 10 working days prior to the commencement of the course.

You are considered to be in default once the payment date has expired. Elevate sends a payment reminder after the payment has expired and allows You to pay within 10 working days on receipt of the reminder. If payment has not been made after the 10 working days following the reminder, Elevate is then entitled to charge interest and any extrajudicial collection costs. The interest may be charged from the payment expiry date and is equal to the statutory interest rates.

4. Access and use

Elevate provides access to and use of the e-learning platform on the following terms:

- a) You agree to access and use the Site in strict compliance with this Agreement.

- b) You agree to use the Site only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the Site. Prohibited behavior includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the Site. You may not impersonate another person.
 - c) You are not permitted to probe, scan or test the vulnerability of the Site or any network connected to it, nor breach the security or authentication measures on the Site or any network connected to it.
 - d) You are not permitted to interfere by any automatic or manual device, program, algorithm or methodology with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.
 - e) You are not permitted to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms or any other similar programs or computer codes designed to harm or disable operation of computer software or hardware.
 - f) You agree to abide by the honor code to ensure fairness in our courses. This means that your answers to homework, quizzes and exams will be your own work (except for assignments that explicitly permit collaboration). You will not make solutions to homework, quizzes or exams available to anyone else. This includes both solutions written by you, as well as any official solutions provided by the course staff. Finally, you will not engage in any other activities that will dishonestly improve your results or dishonestly improve/hurt the results of others.
- and/or soliciting goods or services) except as may be specifically authorized on the Site;
- k) solicits funds, advertisers or sponsors;
 - l) includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
 - m) disrupts the normal flow of dialogue, causes a screen to scroll faster than other Users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via the Site;
 - n) disobeys any policy or regulations established from time to time regarding use of the Site or any networks connected to the Site.

You acknowledge and agree that any of Your violations of the terms of the terms of access and use under this Agreement may result in immediate restricting or terminating Your access or using of the Site without prior notice by Elevate. In such case, Your account may be immediately deleted by Elevate. In no event shall Elevate be liable for any loss or damage connected to the deletion of the account and/or Your temporary inability to access or use the Site.

Although under no obligation to do so, Elevate reserves the right to monitor use of the Site to determine compliance with this Agreement, as well as the right to remove or refuse any information for any reason.

5. Personal information

You understand that any personal information You submit to Elevate on the Site will be treated by Elevate in the manner described in the Privacy Policy and in accordance with the Dutch Data Protection Act (*Wet bescherming persoonsgegevens*) and the European Data Protection Directive (95/46/EC). If You object to Your personal information being transferred or used in the way described In Our Privacy Policy, please do not provide any personal information to Us. In such case, We may not be able to provide You with the services that can be offered on our Site.

6. Your account

Any passwords used for the Site are for individual use only. If You use the Site, You are responsible for the security and maintaining the confidentiality of Your account and password, if any, and for restricting access to Your computer, and You agree to accept responsibility for all activities that occur under Your account or password.

Elevate shall be entitled to monitor Your password and, at its discretion, require You to change it. If You use a password that Elevate considers insecure, Elevate will be entitled to require the password to be changed and/or terminate Your account.

In addition, You are not permitted to post, send, submit, publish, or transmit in connection with the Site any material that:

- a) You do not have the right to post, including proprietary material of any third party;
- b) advocates illegal activity or discusses an intent to commit an illegal act;
- c) is vulgar, obscene, pornographic, or indecent;
- d) does not pertain directly to the Site;
- e) threatens or abuses others, libels, defames, invades privacy, stalks, racist, abusive, harassing, threatening or offensive;
- f) seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- g) infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- h) violates any law or may be considered to violate any law;
- i) impersonates or misrepresents Your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- j) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners,

You are responsible for making all arrangements essential for You to access and use the Site.

To access the Site or some of the resources it has to offer, You may be asked to provide certain billing and registration details or other information. It is a condition of Your use of the Site that all the information You provide on the Site will be correct, current, and complete. If Elevate believes the information You provide is not correct, current, or complete, we have the right to remove or edit content, refuse You access to the Site or any of its resources, and to terminate Your account or suspend Your access at any time, or cancel any orders at its sole discretion and without notice.

If You are under 18, You may purchase Products or Services only through a parent or guardian.

7. Copyright

You acknowledge that the Site contains information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material (collectively "Content") that are protected by copyrights, trademarks, trade secrets, rights in databases and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed.

Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to access or use the Site or any information displayed on the Site, through the use of framing, deep linking or otherwise, except: (a) as expressly permitted by this Agreement; or (b) with our prior written permission or the prior written permission from such third party that may own the trademark or copyright of information displayed on the Site.

Without prejudice to Section 11 of this Agreement, Elevate uses best efforts to ensure that it respects the intellectual property rights of others. If You believe Your copyright has been violated on an Elevate Site, please give prompt written notice to Elevate.

8. Trademarks

Trademarks, service marks, and logos appearing in the Site are the property of Elevate or the party that provided the trademarks, service marks, and logos to Elevate. Elevate and any party that provided trademarks, service marks, and logos to Elevate retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in or on the Site.

9. Prices and availability of Products and/or Services

Prices and availability of Products and/or Services on the Site are subject to change without notice. Errors will be corrected when discovered.

Our Site contains a large number of Products and/or Services and it is always possible that, despite our best efforts, some of the Products and/or Services listed on our Site may be incorrectly priced. If a Product's or Service correct price is higher than the price stated on our Site, we will normally, at our discretion, either contact You for instructions before dispatching the Products and/or Services, or reject Your order and notify You of such rejection. We are under no obligation to provide the Products and/or Services to You at the incorrect (lower) price, even after we have sent You an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by You as a pricing error.

On occasion, You may be able to place a Product and/or Service in Your shopping cart and submit Your order for processing, but Your order is subsequently cancelled due to unavailability of Products and/or Services.

You acknowledge that Products and/or Services may sell quickly and there may be a short period of time after an order has been submitted, but where the Product or Service is no longer available. You agree that we may cancel Your order after You have received an Order Confirmation without penalty.

You must pay in full or provide a valid purchase order before the start of any training event or Course.

10. Cancellation

All cancellations must be received in writing and sent to info@elevatehealth.eu. You may cancel/transfer Your enrolment in a Course:

- without penalty: at least 30 days prior to the starting date of the Course.
- with payment of an administrative charge of €125 if the cancellation is 10 until 30 days before the starting date of the Course.
- No refunds are given in cases where participation is cancelled 10 days before, on, or after, the date on which the Course starts.

Occasionally, due to various circumstances, Elevate may change Course schedules or locations or cancel a Course without specifying the reasons thereof. If Elevate cancels the Course in which You have enrolled and is not able to reschedule You into another Course that is acceptable to You, Elevate will refund the price You have paid for the relevant Course within fourteen days and will in no event have any further liability to You with regard to the cancelled Course. Hereby You waive any claims towards Elevate in case of any damage or loss connected to such rescheduling or cancellation of a Course.

During fourteen days after Elevate has sent You an order confirmation, You can cancel their course without giving a reason and without incurring charges or penalties.

11. Submissions

You hereby grant Elevate the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to Elevate through the Site (together, hereinafter known as the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed.

Without prejudice to Our data privacy obligations under Section 4 of this Agreement, Elevate will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Elevate operations.

You remain solely responsible for the content of Your submissions. You acknowledge and agree that neither Elevate, nor any third party that provides Content to Elevate, will assume or have any liability for any action or inaction by Elevate or such third party with respect to any Submission. Furthermore, You agree that, if a third party claims that any Submission to the Site is unlawful, You will bear the burden of establishing that the Submission complies with all applicable laws.

Elevate reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Elevate to disclose the identity of anyone posting any (e-mail) messages, or publishing or otherwise making available any materials that are believed to violate this Agreement.

12. Disclaimer

Elevate shall operate the Site with best care, skill and knowledge, making the best effort to enable to use it in a safe and enjoyable way. For that purpose, Elevate has implemented a technically and commercially reasonable security system of the Site.

However, due to lack of absolute safety of any transmission of data in the Internet, Elevate does not guarantee that accessing and using the Site is completely safe and does not take any responsibility for any harm of Your computer hardware or software connected to using the Site. You are strongly recommended to take all necessary precautions before each access to the Site, in particular to check for any viruses or other things that could adversely affect your computer hardware or software.

Elevate is not responsible for temporary suspension with or without notice of the Site(s) in case of any system failure, maintenance or repair or any other reasons beyond Elevate's control.

To the extent permitted by law, Elevate excludes:

- a) its liability for any loss or damage incurred by the User or any third party, (whether direct, indirect, including loss of profits, consequential damage etc.) resulting from or in any way connected with the use of the Site or its content, whether caused by negligence, misrepresentation, breach of any statutory duty or breach of contract, even if foreseeable;
- b) all representations, conditions and warranties which might otherwise be implied by any statute;
- c) its liability for any errors and omissions, inaccuracies or incomplete and untrue information, including advertising information, or misuse of copyright on the Site.

Terms and Conditions do not limit Elevate's liability for death or personal injury resulting from negligence, fraud or other any other type of liability that, by law, cannot be limited or excluded.

13. Hyperlinks

We are not responsible for the content of any Sites that may be linked to/or from the Site.

The Site may be hyperlinked to other Sites which are not maintained by, or related to, Elevate. Hyperlinks to such Sites are provided as a service to Users and are not sponsored by or affiliated with the Site. Elevate has not reviewed any or all of such Sites and is not responsible for the content of those Sites. Hyperlinks are to be accessed at the User's own risk, and Elevate makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the Sites hyperlinked to the Site. Further, the inclusion of any hyperlink to a third-party Site does not necessarily imply endorsement by Elevate of that Site.

14. Security

Elevate has implemented a number of security measures, including measures to prevent unauthorized parties from accessing personal information.

In addition to Your obligations under Section 3 of this Agreement, You are prohibited from using any Services provided in connection with the Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If You become involved in any violation of system security, Elevate reserves the right to release Your details to system administrators at other Sites in order to assist them in resolving security incidents. Elevate reserves the right to investigate suspected violations of this Agreement.

15. Queries and complaints

Elevate will react on any administrative queries or questions about the content of the education service within 5 working days and will provide You with a full written response within 28 working days, counting from the date on which We received the query/question. If the query requires a foreseeably longer answer, You will receive a confirmation of receipt from Us, plus an indication of when You can expect a more detailed answer. More information about the complaints procedure can be found on the Website.

If a complaint cannot be solved in mutual consultation, it becomes a dispute, applicable to the dispute settlement rules in Article 16.

16. Dispute Settlement

You may wish to consider applying for a review of Your dispute by the Disputes Arbitrator, Mrs. J.W.F. de Beaufort-Kronenberg LLM (Arbitrator). She can be reached at 0031 6 2420 0743.

Disputes between You and Elevate concerning the conclusion or implementation of Agreements in relation to the Products and/or Services supplied or to be

supplied by Elevate, may be submitted by both You and Elevate to the Arbitrator.

The Mediator will only handle a dispute, if You have followed the [complaints procedure](#), as stated in Article 15.

A dispute must be submitted to the Arbitrator within three months of its inception. A fee is payable for the handling of the dispute. As soon as You submit a dispute to the Arbitrator, Elevate will be bound to this decision.

If Elevate wishes to submit a dispute to the Arbitrator, Elevate will ask You in writing to inform them within 5 weeks whether You agree to the submission of the dispute. Elevate will also inform You in the same letter that they are free to submit the dispute to any court if the period of 5 weeks has lapsed. The judgment of the Arbitrator is a binding decision.

17. Jurisdiction

This Agreement is construed and shall be governed by and interpreted in accordance with the laws of the Netherlands, without regard to any of its conflict of law provisions. All disputes resulting from or arising out of this Agreement, which are not settled by the Arbitrator, shall exclusively be submitted to the competent court in Utrecht, The Netherlands.

Privacy Policy

(version July 24, 2015)

This Privacy Policy explains how and for what purpose We use Your personal information collected through our Website. Please read this Policy very carefully. By using the Site and submitting Your Personal data, you agree to the terms of this Privacy Policy.

1. The Information that We process and collect

Some of our Site's functionality can be used without submission of any of Your personal information, however, for features or services related to the Courses, submission of personal information is required. We gather the following information about Users through the Site:

Non-Personal Information. If You do not use these specific features or services on the Site, then the only information we collect will be "Non-Personal Information" (i.e., information that cannot be used to identify You). Non-Personal Information includes information such as the web pages that You have viewed. When Users come to our Site, we may track, collect and aggregate Non-Personal Information indicating, among other things, which pages of our Site were visited, the order in which they were visited, when they were visited, and which hyperlinks were "clicked." We also collect information from the URLs from which You linked to our Site. Collecting such information may involve logging the IP address, operating system and browser software used by each User of the Site. Although such information is not Personally Identifiable Information, we may be able to determine from an IP address a User's Internet Service Provider and the geographic location of his or her point of connectivity.

Personally Identifiable Information. In order to access certain features and benefits on our Site, You may need to submit "Personally Identifiable Information" (i.e., information that can be used to identify You). Personally Identifiable Information can include information such as Your name and email address, among other things. You are responsible for ensuring the accuracy of the Personally Identifiable Information You submit to Elevate. Inaccurate information may affect Your ability to use the Site, the information You receive when using the Site, and our ability to contact You. For example, Your email address should be kept current because that is one of the primary manners in which we communicate with You.

We collect Personally Identifiable Information that You provide to Us when You sign-up for email updates or our Courses, participate in our public forums, send Us email messages, and/or participate in our Courses or other services on our Site. Among other things, we may use the Personally Identifiable Information that You provide to respond to Your questions, provide You the specific Course and/or services You select, send You updates about Courses offered by Elevate or other Elevate events, and send You email messages about Site maintenance or updates, among other things.

Updates. Elevate may offer You the ability to receive updates either via email or by posting on portions of the Site only accessible to registered Users. In order to subscribe to these services, You may be required to provide Us with Personally Identifiable Information such as Your name and email address.

Participation in Courses. From time to time, Elevate may offer You the opportunity to participate in a Course on or through the Site. If You desire to participate in a Course, You will be asked to provide Us with certain information necessary to conduct such a Course. This information may include, among other things, Your name and email address.

Communications with Elevate. We may receive Personally Identifiable Information when You send Us an email message or otherwise contact us.

Third Party Sites. We may receive Personally Identifiable Information when You access or log-in to a third party Site, e.g., Facebook or Twitter, from our Sites. This may include the text and/or images of Your Personally Identifiable Information available from the third party Site. We may collect User data for conversion tracking

and serving ads targeted to Users' interests. You can opt out of interest-based advertising through methods that the third party sites may specify. Elevate also uses the Google AdWords remarketing service to advertise on third party websites to previous visitors to Our site. Third-party vendors, use cookies to serve ads based on someone's past visits to the Elevate website. Any data collected will be used in accordance with Our own Privacy Policy and Google's Privacy Policy.

Cookies and web beacons. We also use or may use cookies and web beacons to help Us determine and identify repeat visitors, the type of content and Sites to which a User of our Site links, the length of time each User spends at any particular area of our Site, and the specific functionalities that Users choose to use. Essentially, cookies are a User's identification card for the Elevate servers. Web beacons are small graphic files linked to our servers that allow Us to track Your use of our Site and related functionalities. Cookies and web beacons allow Elevate to serve You better and more efficiently, and to personalize Your experience at our Site. Cookies and web beacons are not used to retain Personally Identifiable Information. From time to time we may also use additional typical methods of collecting data.

You should be able to control how and whether cookies will be accepted by Your web browser. Most browsers offer instructions on how to reset the browser to reject cookies in the "Help" section of the toolbar. If You reject our cookies, many functions and conveniences of the Site may not work properly.

2. How and why We use the Information

Please take some time to familiarize Yourself with the different ways Elevate uses the information that we gather:

Non-Personal Information. We use Non-Personal Information in aggregate form to build higher quality, more useful services by performing, but not limited to, statistical analyses of the collective characteristics, behavior of our Users, and by measuring demographics and interests regarding specific areas of our Site. We may also use it for other business or scientific purposes.

Personally Identifiable Information. Except as set forth in this Privacy Policy or as specifically agreed to by You, Elevate will not disclose any Personally Identifiable Information we gather from You on the Site. In addition to the other uses set forth in this Privacy Policy, we may disclose and otherwise use Personally Identifiable Information as described below.

Updates. We use Personally Identifiable Information collected when you sign-up for our various email or update services to send you the messages in connection with the Site or an Online Course. We may also archive this information and/or use it for future communications with you.

Participation in Courses. We use the Personally Identifiable Information that we collect from you when you participate in a Course through the Site for processing purposes, including but not limited to tracking attendance, progress and completion of a Course. We may also share your Personally Identifiable Information and your performance in a given Course with the instructor or instructors who taught the Course, with teaching assistants or other individuals designated by the instructor or instructors to assist with the creation, modification or operation of the Course, and with the institution or institutions with which they are affiliated. Also, we may archive this information and/or use it for future communications with you.

Communications with Elevate. When you send us an email message or otherwise contact us, we may use the information provided by you to respond to your communication and/or as described in this Privacy Policy. We may also archive this information and/or use it for future communications with you.

Elevate does not sell e-mail addresses or other general information that You provide in the registration process to other parties.

3. What You Consent to by Using Our Site

Please understand that by submitting any Personally Identifiable Information to Us, You consent and agree that we may collect, process, use and disclose such Personally Identifiable Information in accordance with this Privacy Policy, the terms of use under the Agreement, and as permitted or required by law.

You provide consent to Elevate to process Your personal information for the purpose of the Course and to transfer Your personal data to third parties that play a crucial role in the educational process, like institutes that organize the face-to-face part of the Course (in the event of a blended learning Course), accreditation authorities, examination authorities, professional registers (for the registration of your having successfully completed the Course) and proctors.

If You do not agree with these terms, then please do not provide any Personally Identifiable Information to us. If You refuse or withdraw Your consent, or if You choose not to provide Us with any required Personally Identifiable Information, we may not be able to provide You with the services that can be offered on our Site.

4. External Links

For Your convenience we may provide links to Sites operated by organizations other than Elevate ("Third Party Sites") that we believe may be of interest to You. We do not disclose Your Personally Identifiable Information to these Third Party Sites without obtaining Your consent. We do not endorse and are not responsible for the privacy practices of these Third Party Sites. If You choose to click on a link to one of these Third Party Sites, You should review the privacy policy posted on the other Site to understand how that Third Party Site collects and uses Your Personally Identifiable Information.

5. Confidentiality & Security of Personally Identifiable Information

We consider the confidentiality and security of Your information to be of the utmost importance. We will use commercially reasonable efforts to keep Your Personally Identifiable Information private and will not share it with third parties, except as otherwise provided in this Privacy Policy, or unless we have good faith belief that such disclosure is necessary in special cases, such as a physical threat to You or others.

Elevate takes reasonable measures to protect Your Personally Identifiable Information from disclosure to or access by third parties. We do not guarantee the security of Personally Identifiable Information, and there is some risk that an unauthorized third party may find a way to circumvent our security systems or that transmission of Your information over the Internet will be intercepted.

Elevate may disclose Your personally identifiable information if it believes in good faith that it is required to do so in order to comply with applicable law, a subpoena or other legal process. Elevate may also disclose this information if it has reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating this Agreement or to protect the safety of Users and the public.

6. Changing Our Privacy Policy

Elevate reserves the right to review and change the Private Policy from time to time. Any change, update, or modification will be effective immediately upon posting on our Site. We will notify You of any material change to this Privacy Policy by posting a notice on our Site's homepage for a reasonable period of time following such update, and by changing the effective date (located at the bottom of this page). Be sure to return to this page periodically to ensure familiarity with the most current version of this Privacy Policy.

7. Rights and Contact

Please be informed that Elevate shall provide the right to access to any of Your Personally Identifiable Information and the right to request an update or rectification of Your Personally Identifiable Information. If at any time you would like to contact Us for such request or any other enquiry about the protection of Your Personal Information, you can do so by sending an e-mail to info@elevatehealth.eu.