

Terms and conditions:

Anatomy Inside

*Functional and Clinical anatomy;
prosection and dissection courses.*



Article 1. Definitions

- 1.1. In these terms and conditions the following terms are used in the sense given below, unless explicitly indicated otherwise or when the context explains otherwise:
 - a. Anatomy Inside: the user of these general terms and conditions:
Anatomy Inside located at Kempen nr. 63, 2036 EK Haarlem, registered at the Chamber of Commerce under KvK-number 55032214 ;
 - b. other party: the natural or legal person who enters into an agreement with Anatomy Inside, or the person who participates within the training/course;
 - c. agreement: the agreement between the other party and Anatomy Inside;
 - d. company: the other party being a company;
 - e. consumer: the other party being a consumer;
 - f. training: the Anatomy Inside offered education, training, course or workshop;
 - g. lesson: the lesson, or any other part of an education, that Anatomy Inside delivered in the framework of the training;
 - h. website: <https://www.anatomyinside.com> the website is managed by Anatomy Inside;
 - i. materials: all Anatomy Inside under the agreement developed or posted opinions, texts, images, photos, videos, and other materials and (electronic) files.

Article 2. General

- 2.1. These general conditions apply to all agreements concluded with Anatomy Inside.
- 2.2. The applicability of the General (purchasing) conditions of the company, called anyway, is explicitly rejected.
- 2.3. Deviations from these general conditions are only binding if and in so far as they have been agreed in writing between the parties or through the mail.
- 2.4. If one or more provisions of these general terms and conditions should be null and void or declared, the remaining provisions of these general terms and conditions apply. The null and void or destroyed provisions will be replaced by Anatomy Inside, with as much as possible the purpose and intent of the original provision (s).
- 2.5. If Anatomy Inside not always strict adherence to these terms and conditions, this does not mean that its provisions do not apply, or that Anatomy Inside to any degree would lose the right to in other cases the punctual compliance with the provisions of these terms and conditions.
- 2.6. Anatomy Inside has the right to change these terms and conditions. The version applied, is the version of the terms and conditions in force at the time of the conclusion of the agreement, unless the other party after the conclusion of the agreement is agreed upon with the new version of the general terms and conditions.

Article 3. Offer

- 3.1. Any offer of Anatomy Inside is without obligation.
- 3.2. Obvious errors or mistakes in e-mail messages or on the website not bind Anatomy Inside.
- 3.3. Prices quoted are in euros.

Article 4. Realization of the agreement

- 4.1. The agreement is established after the other party successfully registered via the website.
- 4.2. The agreement can only be established when the other party via the website during enrolment has clicked to agree with these terms and conditions.
- 4.3. After the agreement/enrolment via the website, Anatomy Inside shall without delay send confirmation via email to the other party, Within this confirmation the invoice is also included.

Article 5. Right of withdrawal for consumers

- 5.1. The consumer has the right to dissolve the agreement which has been reached through the website within 14 days after the establishment of the agreement. The dissolution must be in writing or via e-mail.
- 5.2. If Anatomy Inside at the express request of the consumer during the withdrawal period has started with the implementation of the agreement, then the consumer is indebted to Anatomy Inside an amount which is in proportion to that part of the commitment that by Anatomy Inside is fulfilled at the time the consumer has recourse to the right of withdrawal, compared to the full compliance of the commitment.
- 5.3. The right of withdrawal does not apply after performance of the contract if:
 - a. the performance has begun with the consumer's prior express consent; and
 - b. the consumer has declared to waive its right of dissolution once Anatomy Inside the agreement have been met.
- 5.4. If the consumer exercises his right of withdrawal, the consumer already paid Inside the Anatomy training costs within 14 days return.
- 5.5. A company can not rely on the right of withdrawal as described in this article.

Article 6. Implementation of the Agreement

- 6.1. Anatomy Inside will implement the agreement to best understanding and ability and in accordance with the requirements of good craftsmanship, on the basis of the currently known state of Science.
- 6.2. Anatomy Inside has the right, without notifying the other party, to have the agreement executed wholly or partially by third parties.

Article 7. Cancellation by the other party

- 7.1. If the company cancels the contract or if the consumer cancels the contract after the withdrawal period has expired as defined in article 5.1, a cancellation fee will be charged. The cancellation fee is:
 - A. In case of cancellation 4 weeks or longer for the first lesson of the training: €50,-;
 - B. In case of cancellation 2 weeks or longer and less than 4 weeks before the first lesson of the training: 30% of the training costs;
 - C. In case of cancellation less than 2 weeks before the first lesson of the training: 100% of the training costs.
- 7.2. Cancellation must be made in writing or by e-mail.
- 7.3. The cancellation costs shall, as far as possible, be deducted from the amount paid by the other party to Anatomy Inside for the training. After settlement of the cancellation costs by the other party too much paid amount is refunded by Anatomy Inside within 14 days after the cancellation to the other party.
- 7.4. If the set-off as defined in article 7.3 is not possible, Anatomy Inside will send the other party an invoice for the cancellation fee.

Article 8. Follow a lesson

- 8.1. Anatomy Inside is authorised to those participants, who perform unreasonably behaviour, complicating the other participants in their work, perform general misbehaving during the course or otherwise hinders the proper conduct of the lesson, to be removed from the lesson, and be prevented for further access to the lesson. In that case, the agreed rcosts of the lesson is fully indebted. The extrajudicial collection costs established in accordance with the law collection costs will be at charge of the consumers.
- 8.2. The other party is expected to participate actively in the lesson.
- 8.3. The use of alcoholic beverages or drugs during class is not permitted.
- 8.4. Smoking in the location where the lesson is given is not allowed.
- 8.5. During the course, the other party should not be disturbed by incoming telephone calls, messages or e-mail messages, unless the other party has received permission from Anatomy Inside.
- 8.6. If, for any reason, the other party is not present at the agreed place and time or if the other party misses a lesson, the agreed remuneration will remain due.
- 8.7. Anatomy Inside can never be held liable for damage, loss, theft or the search for property of the other party in the location where the lesson is given.

- 8.8. The other party shall be liable for any damage inflicted on itself or to third parties during the course.
- 8.9. Without prior permission from Anatomy Inside, it is not allowed to take pictures and/or sound from the lesson.

Article 9. Billing and Payment

- 9.1. Invoicing of the training costs shall be made immediately after the agreement has been concluded.
- 9.2. The other party shall pay the training costs within the time limit set out on the invoice, but at the latest before the start of the training.
- 9.3. In the case of non-timely payment, the other party shall owe statutory (commercial) interest rates until the day of the total satisfaction of the outstanding amounts. Furthermore, all judicial and extrajudicial costs to collect will be borne by the other party. In the case of the consumer, the extrajudicial collection costs are determined in accordance with the law collection costs.
- 9.4. If the other party is in default due to non-timely and/or incomplete payment, then Anatomy Inside is entitled to refuse the other party participation in the training.
- 9.5. Payments made by the other Party shall always be for the satisfaction of, first and foremost, all interest and costs payable, and in the second place of outstanding invoices which are the longest open, even if the other party mentions that the satisfaction Relates to a later invoice.
- 9.6. In the event of liquidation, bankruptcy or moratorium of payment of the company, the claims of Anatomy Inside and the obligations of the company towards Anatomy Inside will be immediately payable.

Article 10. Dissolution and suspension

- 10.1. Anatomy Inside has the right to dissolve the agreement if the other party fails to comply with his (payment) obligations towards Anatomy Inside and the other party has not responded to a sent notice. If fulfilment is permanently impossible, a notice of default may be omitted.
- 10.2. Anatomy Inside is entitled to dissolve the agreement, without notice and liability for damages, in whole or in part by means of a written or electronic declaration, or-at its own discretion-the further execution To suspend the contract if:
 - A. The company is declared bankrupt;
 - B. The company moratorium of payment;
 - C. The company proceeds to liquidate its business;
 - D. The company is placed under guardianship.
- 10.3. Anatomy Inside always reserves the right to claim compensation.

Article 11. Complaints

- 11.1. If the other party finds shortcomings in the performance of the agreement, the other party has to inform Anatomy Inside within 2 weeks after the completion of the agreement/course.
Complaints can be submitted to: Anatomy Inside
Kempen 63
2036 EK Haarlem
Tel: 0626341309 E-mail: info@anatomyinside.com.
- 11.2. Every complaint submitted will be treated confidentially at all times.
- 11.3. After receiving the complaint, Anatomy Inside will send an acknowledgement to the other party within 48 hours.
- 11.4. The other party should give Anatomy Inside the opportunity to investigate the complaint. The fact that Anatomy Inside involves investigating a complaint does not imply that Anatomy Inside recognizes that the work performed is flawed.
- 11.5. If Anatomy Inside considers the complaint of the other party to be justified, the other party will allow Anatomy Inside to carry out the work. In the event that the work is no longer possible or meaningful, Anatomy Inside will only be liable within the limits of article 13.
- 11.6. If the dispute between Anatomy Inside and the other party, after following the procedure described in Article 11.2 and 11.3 still persists, then Anatomy Inside will submit the dispute to an independent third party; Esmee Fonville; paralegal.
- 11.7. Complaints are processed within a period of 14 days. If, due to complexity of a case we cannot comply with the time limit of 14 days, we will notify the other party about this delay within the 14 days in writing or via the mail.
- 11.8. The final judgement that is felled by this independent third party shall be binding for the Institute; Anatomy Inside.

- 11.9. After complaints have been fully processed, they will be archived and stored for at least 12 months after archiving.

Article 12. Intellectual property rights

- 12.1. Anatomy Inside reserves the rights and powers conferred on it by virtue of the Copyright Act and other laws and regulations relating to intellectual property rights.
- 12.2. Anatomy Inside is and remains wholly and exclusively right holder in respect of intellectual property rights, such as copyrights, which rest on the materials.
- 12.3. It is not permitted, without the prior consent of Anatomy Inside, to multiply, disclose or exploit the materials.
- 12.4. In case the counterparty violates the intellectual property rights of Anatomy Inside, Then the other party is liable for all damage that Anatomy Inside suffers. Damage should include loss of turnover.

Article 13. Liability and prescription

- 13.1. Anatomy Inside cannot be held liable to compensate for any damage that is directly or indirectly caused by:
 - A. An event, which is in fact outside its power and thus cannot be attributed to it and/or is attributable, as described in Article 14;
 - B. Any act or omission of the other party, its subordinates or other persons, who have been employed by or because of the other party.
- 13.2. The other party is at all times responsible for the choices made, its own behaviour and the consequences of this, both during the time spent jointly by the other party and Anatomy Inside.
- 13.3. Anatomy Inside is not liable for a misinterpretation by the other party of the content of the training.
- 13.4. Anatomy Inside is not liable for mutilation or loss of data as a result of transmission of the data using telecommunications facilities.
- 13.5. Anatomy Inside is in no way liable for consequential damages, lost profits, lost sales, delay damage, missed savings, reputation damage, labour costs, fines and/or other government measures and damage by company stagnation.
- 13.6. If Anatomy Inside is liable for any damages, the liability of Anatomy Inside is limited to the amount of the benefit incurred by the insurer of Anatomy Inside. If, in any case, the insurer does not receive a benefit or the damage is not covered by the insurance, the liability of Anatomy Inside is limited to the amount paid by the other party for the training on which the liability Concerns.
- 13.7. All claims against Anatomy Inside that have not been filed within 1 year after their inception at Anatomy Inside are voided by prescription.

Article 14. Force majeure

- 14.1. Force majeure includes, but is not limited to: weather influences; Natural disasters; War; Terrorism; Fire; Theft Internet and power failure; interference in email traffic; Computer intrusion or hacker attack; Government measures; Disease of the natural person who performs the agreement on behalf of Anatomy Inside; Barriers to traffic.
- 14.2. Force majeure shall also be understood as a non-attributable shortcoming of a third party engaged by Anatomy Inside.
- 14.3. Anatomy Inside has the right during the period that the overpower situation will suspend the execution of the agreement or dissolve the agreement.
- 14.4. If a lesson/course cannot take place because of force majeure, Anatomy Inside will inform the other party as soon as possible. If a lesson/course is moved to another date and the other party cannot participate in the lesson on the new date, the other party must inform Anatomy Inside of it as soon as possible.
- 14.5. If a course of force majeure is not passed on the side of Anatomy Inside, or a class is moved by force majeure to another date, and the other party has made known to Anatomy inside that he cannot attend the lesson on the new date, the cost for the missed or for the displaced lesson will be refunded to the other party by Anatomy Inside.

Article 15. Secrecy

- 15.1. Both parties are obliged to maintain the confidentiality of any confidential information they have obtained from each other or from other sources under their agreement. Information shall

be deemed confidential if it has been communicated by the other party or if this results from the nature of the information.

- 15.2. If Anatomy Inside-by virtue of a legal provision or a court ruling-is held to disclose confidential information to third parties designated by the law or the competent court, and Anatomy Inside cannot rely on either by law or by the competent court, it recognises or authorises the right of change, Anatomy Inside is not liable for damages or indemnification and the other party is not entitled to terminate the agreement.
- 15.3. All personal data obtained under the agreement are treated strictly confidentially by Anatomy Inside and in accordance with the applicable privacy law and regulations.

Article 16. Applicable law and competent court

- 16.1. Dutch law applies to any agreement between Anatomy Inside and the other party.
- 16.2. All disputes relating to agreements between the counterparty and Anatomy Inside will be tried by the courts in the Netherlands in whose jurisdiction the location of Anatomy Inside is located. The consumer has the possibility within 1 month after Anatomy Inside has invoked this article in writing in order to settle the dispute before the court competent in accordance with the law.