

# GENERAL TERMS AND CONDITIONS

## HSElife - The WAT Group

HSELife is a multi-channel communication platform developed by The WAT Group to disseminate information and improve health, safety and the environment (HSE) within the energy industry. Through HSELife, The WAT Group facilitates the development, optimisation and communication of standards, best practices and important HSE information.

At HSElifenl.com we offer you information, tools & resources such as our magazine and interactive programs such as lessons learned, online training and registration of certificates obtained through HSELife LARS (Learning and Registration System) and interactive tools via HSELife Academy to keep your knowledge up to date.

These general terms and conditions apply to any use you make of HSElifenl.com. These general terms and conditions describe what you may expect from us and what conditions you must observe when using HSElifenl.com and our services.

### 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 for following training courses and registering the results achieved, which can be viewed via your personal HSELife Environment;

"General Terms and Conditions": these general terms and conditions;

"Services": all services offered to you by The WAT Group via the Website, including, HSELife LARS, HSELife Academy, information and training;

"HSELife 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 HSELife 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": The WAT Group's privacy and cookie statement available via the Website.

"The WAT Group": the private company The WAT Group, having its registered office at (7381 BM) Klarenbeek, at De Dalk 2 and registered with the Chamber of Commerce under number 27188222;

"Website": HSELife's website accessible via <HSElifenl.com>.

### Article 2. General

1. The WAT Group offers you various services via the Website, both paid and free of charge. By accessing or using the Website, your HSELife Environment and the Services you signify that you have read, understand and agree to be bound by these General Terms and Conditions.

2. The WAT Group 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 HSELife Environment 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 HSElife Environment**

1. The Services consist of providing free information and advice via the Website and other means and providing online training courses at a fee via HSElife LARS and HSElife Academy.
2. Through the Website, you can register your Account and then gain access to your personal HSElife Environment. When you wish to use paid Services from The WAT Group, it is necessary to register an Account. The training courses and results/certificates you have obtained will be stored in your HSElife environment.
3. 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 HSElife Environment, you should immediately report it to The WAT Group, so that the necessary measures can be taken to prevent unauthorised access and misuse. The WAT Group may also act on its own initiative if it suspects that your Account or your HSElife 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 The WAT Group.
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 The WAT Group.
4. The WAT Group is committed to making the Website, your HSElife 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 HSElife 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 HSElife Environment, Account and the Services as much as possible. You acknowledge that there may be situations where the Website, your HSElife Environment, Account and the Services may not be available due to scheduled or unscheduled maintenance or other circumstances. The WAT Group will never be liable for this.
5. In addition to other means available to The WAT Group under these General Terms and Conditions or under the law, The WAT Group may at any time temporarily or permanently restrict, suspend or terminate your use of the Website, HSElife Environment, Account and the Services in the event of serious circumstances, such as misuse. The WAT Group is not obliged to inform you prior to taking such measures. The WAT Group 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 The WAT Group cannot accept liability for (defects in) the execution by those third parties.
3. If you have not paid the amount due to The WAT Group in full and irrevocably within a specified payment period, you are immediately in default. This means that The WAT Group may use the resources provided by law without having to send you a reminder.
4. The WAT Group 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 HSElife content and the Services are the exclusive property of The WAT Group 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 HSElife 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. The right of use is non-exclusive.
2. You accept that the use of the Website, your HSElife 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 HSElife 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 The WAT Group has given you prior written permission to do so.

## Article 7. Privacy

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

## Article 8. Liability, Warranties and Indemnities

1. The WAT Group 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 The WAT Group be held liable towards you under mandatory law, any liability of The WAT Group shall be limited to direct damage that you suffer as a result of a failure attributable to The WAT Group to fulfil its obligations and/or to commit a wrongful act. The total liability of The WAT Group 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: thousand euros).
3. All liability of The WAT Group 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. The WAT Group 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 The WAT Group 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 The WAT Group 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 The WAT Group against all third-party claims in connection with or arising from your use of the Website and Services, by compensating The WAT Group for all damages and costs arising from such use.

## Article 9. Duration and termination

1. Your HSElife 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 The WAT Group that is valid for one year. The subscription is automatically renewed for the same period, unless you notify The WAT Group at least 1 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 HSElife 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 The WAT Group within a specified payment period, The WAT Group will also delete your Account and your HSElife Environment including all data stored therein.
4. In the event you breach these General Terms and Conditions, The WAT Group is entitled to take immediate measures to close your Account and your HSElife Environment temporarily or permanently. The WAT Group shall not be liable if you suffer any loss as a result. In the event of dissolution of the agreement between you and The WAT Group, The WAT Group 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

1. If you have a complaint about the performance of the Services or the Website, you may send it in writing to [info@thewatgroup.com](mailto:info@thewatgroup.com). The WAT Group takes your complaints seriously and will make every effort to find a suitable solution for both parties.
2. All disputes arising out of the use of the Website, your HSElife Environment and the Services are governed by Dutch law.
3. All disputes arising between you and The WAT Group will be submitted to the competent court in Gelderland, the Netherlands.