

User Agreement

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Our user agreement applies to all agreements with- and activities of Azzo. Terms or conditions set by any other party that differ from, or do not appear in our user agreement are only binding for Azzo, if and when Azzo has explicitly accepted those in writing.

We recommend that you read our user agreement carefully before registering. If you have any questions, complaint or concerns about this user agreement, please contact us by sending an email to info@azzo.nl.

Azzo reserves the right to amend or supplement this user agreement at all times without explicitly notifying the users of our platform. For this reason, we advise you to consult this user agreement on a regular basis.

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Adres: De la Reystraat 1
E-mail: info@azzo.nl
Website: www.azzo.nl

KVK: 66745780
BTW: NL216710662B01
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Chapter 1 Definitions

1.1 Azzo

Azzo offers online training and summaries to help students improve the efficiency in relation to their studies. Azzo is a sole proprietorship whose registered office is at De la Reystraat 1 in Leiden and is registered at the Dutch Chamber of Commerce, its registrant number being 677.45.780.

1.2 The platform

The platform is defined as the entire infrastructure, including its content and capabilities, of the website www.azzo.nl and all related webpages.

1.3 Our products

Our products consist of all the training and summaries that we offer.

1.4 Customers

Our customers are defined as persons who have bought one or more of our products. We divide our customers into the following groups:

- a. Customers that have bought one or more of our summaries
- b. Customers that have bought one or more of our training
- c. Customers that satisfy the criteria mentioned in sub a and sub b

1.5 Profile

A profile is defined as the identity of a user (as described in article 2.2) on our platform. This identity consists of, but is not limited to:

- a. The information the user enters by registering;
- b. The rights and privileges of the user on our platform.

1.6 Time

Specific points in time and/or periods that are mentioned in this User Agreement are all given in Dutch time standards. Being (GMT+2) during summer (daylight-saving) time and (GMT+1) during winter.

1.7 Contact

1. E-mails will be sent to the e-mail that the user, as meant in article 2.1, has given to Azzo as his or her own. By giving Azzo an e-mail address the user declares that he or she will be reachable by sending e-mails to that address.
2. If the user does not explicitly states a different one for a product or in case of post initiated by Azzo, the postal address that the user has given to Azzo will be used. By giving a postal address to Azzo the user declares that he is reachable by sending post to that address.

1.8 User agreement

When mentioning the user agreement, we refer to this user agreement specifically.

Chapter 2 Applicability

2.1 The applicability

This user agreement is applicable to the platform and all activities and products offered by Azzo.

2.2 Users

Users are defined as persons who have registered themselves on our platform. By registering a user automatically agrees to be bound by this user agreement and our privacy policy. This user agreement is a legally binding agreement between Azzo and its users.

2.3 Derogations

Any derogations from this user agreement are valid only if Azzo has explicitly and contractually agreed upon them in writing.

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Chapter 3 The platform

Section 3.1 General

3.1 Access and functionality

Azzo devotes itself to keeping the platform accessible and functional. However, Azzo cannot guarantee that this will be the case at all times. Azzo disclaims all implied warranties and representations, does not guarantee that the platform will function without interruption or errors and provides the platform (including content and information) on an “as is” and “as available” basis. Azzo does not accept liability and will not have to compensate for an (temporarily) inaccessible or malfunctioning platform.

3.2 Viruses

Azzo does not accept liability and will not have to compensate users for any direct or indirect damages that occur due to any virus or comparable impediment on the platform.

3.3 Maintenance

Azzo reserves the right to make the platform (temporarily) inaccessible for users for maintenance reasons. Azzo will notify users of this inaccessibility as soon as the maintenance need and the time of its occurrence is known to Azzo internally.

3.4 Changes

Azzo reserves the right to apply any changes to the platform at all times without any obligation to notify users.

Section 3.2 Profile

3.5 Accurate information

Users warrant that all information that is provided to Azzo is accurate and true. Users agree to edit the information they have provided to Azzo as soon as possible if any changes in the information occur.

3.6 Personal

Profiles are designated to individual persons and are not transferrable. A user is not allowed to grant access to a profile to - or share a profile with any third party.

3.7 Confidentiality

Users are responsible for the confidentiality of their username and password.

3.8 Type of users

Only students who are enrolled in a study, minor or elective at the Erasmus University in Rotterdam are entitled to create and maintain a profile on Azzo.nl. Users guarantee to meet these criteria.

Section 3.3 Usage

3.9 User terms

Users warrant not to use the platform for one of the following reasons:

- a. Any illegal purposes.
- b. With the intention to harm or negatively impact the platform or any of Azzo's other products or activities.
- c. With the intention to obtain any information not meant to be obtained by the user.

3.10 Limitations

Azzo reserves the right to limit or fully block the access to the platform of any user or IP-address at any time. Azzo is allowed to use this right for whatever or no reason. In case of the limitation or block of a user, an e-mail will be sent to the user to notify him or her of the limited or blocked access.

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Chapter 4 Our products

Section 4.1 General

4.1 Liability

Azzo offers products to students with the intention to help them study efficiently. The purchase of our products does not guarantee that a student will pass their exams. Azzo does not accept liability - and will not have to compensate any users or customers that have failed one or more of their courses or exams.

4.2 Erroneous information

1. Azzo intends to present all product-related information (including prices) correctly. However, for the consequences of misprints no liability is accepted. In case of any misprints, Azzo is not obliged to deliver the product according to the misprinted information.
2. Azzo reserves the right to change prices of its products at all times.

4.3 Buying products

A product offered on our platform is purchased by a user as soon as the user has paid for the product. Azzo confirms a purchase by sending an e-mail to the e-mail address provided by the buyer.

4.4 Contract of purchase

As soon as a user has followed the necessary steps for purchase on the platform and Azzo has received a confirmation of payment, a contract of purchase exists between Azzo and the user.

4.5 Annulation

Annulation is defined as the costless withdrawal from an agreement of purchase between the user and Azzo. The valid annulation period differs per product and is regulated by this section of the User Agreement.

4.6 Right of withdrawal

The right of withdrawal is defined as the right that a user has according to article 6:230o subsection 1 of the Dutch Civil Code. The applicability of this right differs per product and is regulated by this section of the User Agreement.

4.7 Refusal

Azzo reserves the right to refuse purchases by users with regards to dubious debtors, potentially insincere purchases and any reason that relates to the protection of Azzo's economic well-being and activities.

4.8 Third parties

Azzo is authorized to use third parties in the execution of its obligations towards users.

4.9 Force majeure

1. In case of force majeure, Azzo has the right to suspend a purchase or withdraw from an agreement of purchase.
2. Azzo will notify a user of an action as described in subsection 1 of this article by e-mail.
3. If Azzo makes use of its rights that are described in subsection 1 of this article, it will not be liable for any form of compensation towards the user.
4. Force majeure is defined as any failure or shortcoming is not attributable to Azzo, because it is due to a circumstance for which Azzo is not responsible by law.

Section 4.2 Summaries

4.10 The summaries

The summaries consist of one or more booklets with content that focuses on the material that is relevant to the course that they are meant for. The summaries are sent to the user's address by post.

4.11 Shipment

Azzo only sends summaries to addresses that are located in the Netherlands. Purchased summaries are posted between 3:00 PM and 5:00 PM on workdays. If a summary is purchased before 3:00 PM on a workday, Azzo will post the summary on that same workday. The user is responsible for providing the correct personal information and address for shipping purposes.

4.12 Delivery

1. Azzo works with POSTNL for delivery purposes of its summaries. POSTNL usually delivers the summaries within 24 hours, but the time frames for delivery that are given are indicative (they are expected time frames).
2. If a time frame has been exceeded, Azzo is not obliged to pay compensation of any kind. Furthermore this does not give the user a right of annulment or withdrawal. The user will only be authorized to annul the agreement, if the summary has been delivered later than the given time frame due to intent or gross negligence by Azzo.

4.13 Annulment

Users can annul the purchase of a summary until 3:00 PM, as long as the summary has not yet been posted. Annulment is possible by sending an e-mail to wrongorder@azzo.nl. In this e-mail the user will clearly state the following:

- a. The user's name and/or EUR student number.
- b. The name of the summary the user would like to annul.

The user will send this e-mail with an e-mail address that is known by Azzo to assure Azzo of the fact that the e-mail is received from a user that is entitled to annul that specific summary.

4.14 Right of withdrawal

Given the nature of the summaries and the time-relevant context in which they are supplied, the user agrees to the fact that the summaries fall within the scope of the exception (to the right of withdrawal) that is given by article 230p sub f sub 7° of the Dutch Civil Code. As a result, the user does not have the right of withdrawal defined in article 4.6 of this User Agreement.

4.15 Right of return

1. A user that purchased a summary will check whether he or she received the right summary and whether the summary is damaged. If the user did not receive the right summary in an undamaged state he or she will notify Azzo as soon as possible and at least within 7 days after delivery. The user notifies Azzo by mail or e-mail.
2. Azzo will respond as soon as possible and at least within 2 days after receiving the notification and contact the user by e-mail to discuss solutions.
3. If the user's reason for notification is reasonable (according to Azzo), Azzo will pay for the costs that the user has to make to send the summary back (given that the costs are not unreasonable or easily avoidable). The user is responsible for using the correct address specifications with regards to returning the summary.

4.16 Limitations to the right of return

Article 4.4 is not applicable to a summary that has been edited or written on by the user.

Section 4.3 Training

4.17 The training

The training consist of multiple lessons in which one of our trainers will teach a group of students the theory that is relevant for the exam of a specific course. In these lessons the user will get the opportunity to ask questions and practice his knowledge with exam-focused exercises.

4.18 Annulation

1. To organize a training Azzo needs to ... (such as booking class-rooms and paying the trainer for preparation-time). The user will try to withdraw from a training at least 3 workdays before the day on which the first lesson is given. The user will do this by sending an e-mail to wrongorder@azzo.nl in which the user will clearly state the following:
 - a. The user's name and/or EUR student number.
 - b. The name and starting date of the training he wants to annul.

The user will send this e-mail with an e-mail address that is known by Azzo to assure Azzo of the fact that the e-mail is received from a user that is entitled to annul that specific summary.

2. If the user wants to withdraw from a training after the period mentioned in subsection 1 of this article, he will be obliged to pay for any irrevocable costs that Azzo has made on its legitimate expectation that the user was going to be following the training.
3. The user has the burden of proof that he or she annulled the training during the period mentioned in subsection 1 of this article and Azzo has the burden of proof with regards to the costs mentioned in subsection 2 of this article.

4.19 Right of withdrawal

The training that Azzo offers fall within the scope of exception (to the right of withdrawal) that is given by article 230p sub e. The user is given a right of withdrawal until the first lesson of the training. The user distances him- or herself from any right of withdrawal by attending this first lesson.

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Chapter 5 Payments

Section 5.1 Payment possibilities

5.1 Payment possibilities

Users are given the possibility to pay for products with the following methods:

- a. iDEAL
- b. Credit Card
- c. PayPal

5.2 iDEAL

No extra fees apply to payments with iDEAL.

5.3 Payment possibilities

No extra fees apply to payments with iDEAL.

5.4 Credit Card

1. Azzo accepts payments with Mastercard and Visa.
2. For payments by Credit Card, the following extra fees apply:
 - a. in het geval van een zakelijke of niet-Europese kaart: 2,8% van het totale bedrag;
 - b. in het geval van Europese kaart: 1,8% van het totale bedrag.

5.5 PayPal

Indien een gebruiker ervoor kiest om met PayPal te betalen, worden de volgende extra kosten in rekening gebracht:

€0,10 + 2,9% van het totale bedrag.

Section 5.2 Failed payments and default

5.1 First notice

If a payment appears not to have been successful, for any reason whatsoever, the user will be notified as soon as possible with a first demand for payment. This demand will be sent by e-mail.

5.2 Second Notice

If the user has not paid within 10 days after receipt of the first notice, the user will receive a second demand for payment. The demand will be sent by post as well as by e-mail. An extra amount of 5 euros will be added to the amount due for payment with regards to administration - and notification costs.

5.3 Failure to pay after second notice

If the user has not paid within 14 days after receipt (of the e-mail sent) second notification, the requisition will be outsourced to a third party, the user will bear the costs of hiring this third party. Furthermore, any purchase by the user will be refused until further notice.

5.4 Termination of the purchase-block

If article 5.7 has been put into action, the block on the user's purchases will be (only) lifted when the user has paid the total amount owed to Azzo and all extra fees mentioned in this section.

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Chapter 6 Intellectual property rights

6.1 Intellectual property rights

All rights of intellectual property regarding the platform, our products and other content or information offered by us are reserved.

6.2 The content

All content offered by Azzo is only to be viewed and used by the customers or users for which the content is intended. It is not allowed to download, share, copy or spread the content on the platform or that is part of our products without explicit written permission from Azzo.

6.3 The platform

It is not allowed to download, share, copy or spread any of the source code on which our platform is based without explicit written permission from Azzo.

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Chapter 7 Privacy policy

7.1 Personal information

Azzo respects the privacy of all its users and is dedicated to handling any personal information of our users with care and confidentiality. However, since the Internet is not a 100% secure environment, we cannot ensure or warrant the security of any information that is provided to us. We cannot guarantee that personal information will not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. Because of this, Azzo does not accept liability and will not have to compensate for any unintentional loss or disclosure of personal information of its users.

7.2 The use of personal information

Azzo uses personal information to:

- a. Optimally perform and secure its activities
- b. Contact users when this is considered to be beneficial for either the user or the quality of our products.

Azzo does not share any personal information of users with third parties, as long as this user agreement or the Dutch law does not oblige Azzo to, or customary law dictates that the user could or should reasonably expect Azzo to.

7.3 Editing personal information

Users are allowed to view, change or delete their personal information from our databases at any time. If desired, users can contact us about this by sending an e-mail to info@azzo.nl.

7.4 Cookies

Azzo uses cookies to enhance the ease at which you can use the platform. Cookies used by Azzo are permanent cookies and session cookies.

7.5 Turning off cookies

Most browsers are set to accept cookies, but offer the option to turn off the use of cookies. However, removing the use of cookies in your browser will most likely result in the malfunctioning of certain websites (including our platform).

Chapter 8 Miscellaneous

8.1 Dutch law

Dutch law is applicable to all contracts and agreements that involve Azzo as a party, unless the contract or agreement explicitly states otherwise. This applies to all users, irrespective of their country of residence.

8.2 Choice of court

All conflicts or disputes regarding this user agreement, any agreement deriving from this user agreement or the privacy policy that cannot be settled or concluded without a court, will be settled by the authorized court in Rotterdam.

8.3 Validity of the user agreement

In the event that one or more terms or conditions in this user agreement are deemed void or voidable by an authorized judge, all other terms and conditions of this user agreement will remain unimpaired. In such a situation, Azzo will set in place (a) new term(s) or article(s) that, within the boundaries of the law, best portray(s) the original intentions of this user agreement and the term(s) or condition(s) that are/were deemed void or voidable.

8.4 Changes in the user agreement

Azzo reserves the right to amend or supplement this user agreement at all times without having to notify the users of our platform or any other person. Changes in the user agreement apply to users as soon as this online version of the user agreement contains these changes.

8.5 General liability

Azzo shall, in no event, be obliged to compensate a user or any other person for a higher amount than the total price that this user or person has paid to Azzo, for the purchase of the training and/or summaries that are meant for the courses of which the earliest exam or resit has not yet taken place, since the time of payment for these training and/or summaries.

8.6 English version

If any of the terms or conditions do not reproduce the meaning and result that is portrayed or achieved by the Dutch version of this user agreement, the Dutch version will overrule this English version of the agreement. This is the case, regardless of the languages understood by - or country of residence of the user that is influenced by the discrepancies between the Dutch and the English version of this agreement.