



Train & share, anytime,  
anywhere

## E-LIA USER AGREEMENT

September 15, 2025

This User Agreement outlines the terms and conditions for using the Web Application provided by E-lia B.V., located at Tommaso Albinonistraat 7, 1083 HM Amsterdam, registered with the Dutch Chamber of Commerce under number 84016833 ("E-lia").

By using the Web Application or activating an account, the user ("User") agrees to these terms.

### Article 1 – Definitions

The following terms are defined as follows in this agreement:

- **Web Application:** The online platform provided by E-lia, accessible through a web browser, including mobile or integrated functionalities.
- **User:** The natural or legal person who enters into this agreement and uses the Web Application.
- **End User:** Any natural person granted access to the Web Application under the management of the User.
- **Content:** All content entered or created by the User within the Web Application (such as modules, text, media, and knowledge items).
- **License:** The agreed-upon right to use the Web Application for a defined period, per organization, environment, or user.
- **Agreement:** This User Agreement, including any attachments, data processing agreements, and supplementary terms.
- **Library:** the collection of toolbox talks, modules and other learning content compiled and managed by E-lia and made available through the Web Application.

### Article 2 – Access to and Use of the Web Application

1. E-lia will provide the User with an account or environment to access the Web Application.
2. The User is responsible for managing usernames and passwords securely.
3. All actions within the account are deemed to fall under the User's responsibility.
4. If misuse or suspicion thereof occurs, the User must notify E-lia immediately.

### Article 3 – End Users and Data Processing

1. The User may add End Users and grant them access to Content.
2. The User guarantees a valid legal basis (such as consent or legal obligation) for processing End User personal data.
3. E-lia acts as a data processor under the GDPR. A data processing agreement will be entered into.

4. More information on E-lia's data processing can be found in the privacy policy.

## **Article 4 – Licenses and Payment**

1. The User must obtain one or more Licenses to use the Web Application. The scope and duration are defined in a separate agreement or offer.
2. Licenses are invoiced upon signing the agreement.
3. Invoices must be paid within thirty (30) days from the invoice date.
4. Additional Licenses can be added during the term and will be invoiced separately or on a subsequent invoice.
5. All prices are exclusive of VAT unless stated otherwise.

## **Article 5 – Usage Rules**

1. The User shall use the Web Application in a manner that does not harm the platform or other users.
2. It is prohibited to use the Web Application for illegal, misleading, or harmful activities.
3. E-lia reserves the right to temporarily or permanently restrict access in cases of abuse or violation of these terms.
4. Corrective action will be communicated unless urgency or legal requirements make that unreasonable.

## **Article 6 – Availability and Maintenance**

1. E-lia aims for high availability but cannot guarantee 100% uptime.
2. Scheduled interruptions for maintenance or updates will be announced in advance where possible.
3. The Web Application integrates with third-party services such as WhatsApp and CM. E-lia is not responsible for the functioning of these external services.
4. E-lia provides a Software-as-a-Service (SaaS) solution. Functionality may be expanded or modified. Substantial changes will be announced in advance.

## **Article 7 – Intellectual Property**

1. All rights to Content entered by the User remain with the User or its licensors.
2. The User grants E-lia a limited license to technically make the Content available as part of the service.
3. The User warrants that their Content does not infringe on third-party rights and indemnifies E-lia against any such claims.
4. All rights (including copyrights, database rights and other intellectual property rights) in the toolbox talks, modules, library content, formats, designs, documentation and other materials developed and provided by E-lia ("Library") shall at all times remain with E-lia or its licensors.
5. The User only obtains a non-exclusive, non-transferable and revocable right of use to the Library for the duration of the Agreement and solely for internal use within its own organisation.
6. The User is not permitted to reproduce, disclose, distribute, sell or otherwise make the Library (or parts thereof) available to third parties, unless E-lia has given its prior written consent.
7. In the event of a breach of this article, the User shall owe E-lia, without any notice of default being required, an immediately payable penalty of €5,000 for each Toolbox (or other individual material) that is reproduced, disclosed or distributed in violation of this article, plus €500 for each day the breach continues, without prejudice to E-lia's right to claim full compensation if the actual damage exceeds this amount.

## **Article 8 – Liability**

1. E-lia is only liable for direct damage resulting from a culpable breach of this agreement.
2. E-lia is not liable for indirect damage, consequential loss, loss of profit, or data loss.
3. E-lia's liability is in all cases limited to 25% of the total License fees paid by the User in the twelve (12) months preceding the incident.
4. Liability arises only after a written notice of default and a reasonable recovery period.
5. E-lia indemnifies the User against third-party claims related to intellectual property rights infringements caused by the Web Application, except if caused by the User's Content.

## **Article 9 – Term and Termination**

1. This agreement becomes effective automatically upon the User's first use of or access to the Web Application. No separate signature is required.
2. It remains in effect for the duration of the underlying contract between E-lia and the organization or customer on whose behalf the User accesses the platform.
3. When that contract ends, this User Agreement ends automatically.
4. Upon termination, E-lia is entitled to delete or block accounts and Content. The User is not entitled to data transfer or copies, unless otherwise agreed in writing.

## **Article 10 – Amendments**

1. E-lia may amend this User Agreement. Changes will be communicated in writing at least one (1) month before the effective date.
2. If the User does not agree with the amendment, they may terminate the agreement before the change takes effect.
3. Continued use after the effective date is considered acceptance.

## **Article 11 – Governing Law and Disputes**

1. This agreement is governed exclusively by Dutch law.
2. Disputes will be submitted to the competent court in E-lia's jurisdiction.
3. Parties commit to attempting resolution through mutual consultation first.

## **Article 12 – Miscellaneous Provisions**

1. If any provision is found to be void or annulled, this does not affect the validity of the remaining provisions.
2. "Written" communication includes electronic correspondence, provided sender and content are verifiable.
3. Rights and obligations under this agreement may only be transferred with prior written consent, except in the case of a full business transfer.