

General terms and conditions OCAI online

Article 1: Definitions

1.1 OCAI online:

OCAI online is a trade name of the company Kikker Groep, registered with the Chamber of Commerce in Zwolle under number 28076947. The OCAI is a method of analysis of organizational culture copyrighted by the American scientists Quinn & Cameron, who have granted a license to use this method online to Kikker Groep/OCAI online.

1.2 Initiator, client, customer, end user:

Any legal or natural person entering into an agreement for the delivery of products and/or services with OCAI online. This includes, but is not limited to, companies, public authorities, external advisors, freelance workers, societies, foundations, schools, and any other interested parties.

1.3 Products and services OCAI online:

The products and services that OCAI online exploits, such as the online culture assessment (based on the Organizational Culture Assessment Instrument, OCAI) through its website www.ocai-online.com, the online sales of the corresponding results reports, including assessment results and any related products, and content, such as books, articles, essays, videos, podcasts, presentations, and techniques on organizational culture and online advice on organizational culture and all other added and supporting products and services. In short, “all documents and other content.”

1.4 Agreement:

Any mutual acceptance, digitally, in writing, or confirmed by e-mail, of the delivery of one or more products or services provided by OCAI online. This explicitly includes assignments sent and/or received electronically.

1.5 Website:

The website www.ocai-online.com

Article 2: Applicability

2.1 These general terms and conditions will apply to all agreements, offers, documents, (e-mail) newsletters, advising procedures, the website (including its content), ordering procedures, and any (legal) transactions between parties, even if these (legal) transactions do not result in a contract.

2.2 The general terms and conditions of the initiator, customer, or any third parties shall not be binding for OCAI online and shall be deemed not applicable to any agreement within the context of the execution of their assignment.

2.3 In the event that an agreement with the client is ended, whether or not there are any doubts with regard to the cause of termination, the general terms of OCAI online shall prevail in the relation between parties insofar as this is necessary for settlement of the agreement.

Article 3: Offers and acceptance

3.1 The assessment, services, and documents offered on the website, as well as their prices, shall be considered as offers. The client may accept this offer by creating an administrator account and setting up a Pro or an Enterprise assessment to use. This contract will be considered effective when the client creates the assessment and pays online using Paypal or credit card or when the client returns OCAI online's invoice signed for approval or submits their Purchase Order that approves the sale. Every client that creates an online assessment indicates by doing so to have read all corresponding information from OCAI online regarding the

product or service they purchase, and to accept these general terms.

3.2 If and when the client prefers payment in advance and indicates this preference during the assessment set-up procedure, the invoice sent shall be considered an offer without engagement, which may be accepted by actual payment of the amounts stated on the invoice.

3.3 If the invoice as mentioned in paragraph 3.2 is not paid in full within the period of time mentioned in article 4.2, the agreement will become null and void. If and when an agreement has come about and accounts are not settled within the period stated in article 4.2, the customer shall be in default immediately. Nonpayment shall be considered a resolutive condition, and the contract shall be terminated without a warning or notice of default or any other action being required, and without either party being liable for any damages the other party may suffer as a consequence of terminating the agreement.

3.4 If the client pays the amounts due in full after the period of time mentioned in article 4.2, this will be considered an offer by the client, which OCAI online may choose to accept or refuse at its own discretion. If OCAI online decides to refuse this offer, OCAI online shall not be obliged to send a credit note. The amounts paid will be considered amounts not payable, in which case OCAI online will repay this amount immediately after the refusal mentioned above.

3.5 If the client set up their online assessment and either paid or declared to pay (by PO or approved OCAI invoice) the offer is accepted, the contract is effective and the payment is due. There are no refunds possible due to the immediate and electronic nature of all OCAI's services and products (OCAI Pro and Enterprise assessments, OCAI One individual reports, OCAI video training, and so on).

3.6 The products and services that OCAI online offers are described on the website and in the downloadable product leaflets and manuals and sample reports. Everything that is not explicitly mentioned is not included in the product or service package. For instance, individual participants receive a link to see their personal culture profile but they do not receive their individual scores for each statement in the assessment. For instance, Pro and Enterprise assessments yield the collective results report and the culture profile graphs as separate images but do not include excel sheets with all the individual scores nor do they include average sector profiles for benchmarking.

3.7 Regarding the trial of the OCAI culture assessment, titled OCAI One: OCAI Online offers this as an extra service free of charge to facilitate learning for students and to give an impression of the survey to prospects who consider using the paid Pro or Enterprise assessment accounts. This extra service does not give users the right to input averaged scores of an elsewhere conducted survey on paper. This is prohibited and judged as abuse of the online system and our goodwill. When averaged scores are suspected, both the user and the scores will be deleted and blocked immediately. This is at the discretion of OCAI Online and there will be no further correspondence about the issue. Paid reports are not refundable in this case.

Article 4: Prices and payment

4.1 Sums, prices, and amounts stated on the website do not include value added tax (VAT) due. This may apply for clients in Europe.

4.2 If the client prefers payment in advance and indicates this preference during the assessment set-up procedure, the client will receive an invoice via electronic means. This invoice shall be due within fourteen days after the date of invoice, or before the assessment is closed and the results are delivered. If the client has not paid within the above-mentioned period, articles 3.3 and 3.4 will take effect immediately.

4.3 Prices are subject to change. Changes are effective immediately and will apply to any new agreements entered upon after these changes have been made.

4.4 Commitment of the client takes effect immediately upon the acceptance of the agreement, upon completion of the assessment set-up.

4.5 The right that any private client in the Netherlands would have according to the “Wet Koop op Afstand” (Dutch law regulating refunds and the cancelation of sales via the Internet) to cancel an agreement within seven days, in as far as it would be applicable, cannot be exercised due to the immediate and electronic nature of the services and products provided by OCAI online. This counts for all clients from all countries, be they organizations or private persons. Refunds are not possible due to the immediate and electronic nature of OCAI online's services and products that grants clients access to the materials for download, the assessment and the reports upon creating and paying their online assessment.

Article 5: Intellectual property

5.1 OCAI online and its suppliers reserve all rights regarding intellectual property in the execution of an agreement, including but not limited to documents and all other content (video, presentations, podcasts, etc.). The intellectual rights of the OCAI are deposited by the American professors Robert Quinn and Kim Cameron; Kikker Groep/OCAI online have been granted a license for the online use of the OCAI.

5.2 The client will only receive the right of use of the documents and other content provided. This right shall be immediately revocable by OCAI online, nonexclusive, and nontransferable. The right of use is limited to: a. the use of documents for the client's own purposes, including multiplication within reasonable limits for its own use, and b. activities of the client regarding documents and other content that cannot be deemed competitive to the services provided by OCAI online in any way.

Article 6: Guarantees and indemnity

6.1 Although OCAI online compiles all documents and other content with the greatest possible care, OCAI online cannot be held responsible for any mistakes and/or omissions.

6.2 The client is bound to use the documents in such a manner as not to cause any damage for OCAI online and/or third parties.

6.3 The client shall indemnify OCAI online from all claims by any third parties arising out of the utilization of the documents and other content caused by actions of said initiator or client arising from article 5.2 and/or actions in violation of article 6.2.

6.4 OCAI online cannot guarantee that the assessment is fully representative. In case not enough people participate in the organizational assessment, the results can only be considered indicative. Ensuring that the necessary minimal number of participants takes part in the assessment before it is concluded is the responsibility of the client at all times. In case participants tick the box for the wrong categories (levels, departments and other identifying demographics for sub-profiles), OCAI online cannot be held responsible either.

6.5 OCAI online cannot guarantee that the assessment layout looks exactly the same on the client's end as shown and explained in the sample reports and set-up manuals due to different browsers, software versions, firewalls or devices used. OCAI online does everything that can be reasonably required, to guarantee safety, security and functionality of the assessment for clients that have regular updated Internet environments.

6.6 The client organization is responsible for delivery of the verification and other emails that are sent from the OCAI Online domain. Participants cannot do the online assessment without clicking the confirmation link in the first email. The client organization must make sure that emails from OCAI Online are accepted and not filed as spam or junk mail. OCAI online cannot be held accountable for this nor can OCAI online be expected to re-send verification emails. OCAI online will provide technical support within the boundaries of its current software system to all users who submit a technical support form with specifications of their error or question.

6.7 OCAI online cannot be held responsible for any abuse, in any way or shape, of either the assessment or the database compiled. OCAI online will take all possible precautions to prevent such abuse, as stated in paragraph 10.10.

Article 7: Liability

7.1 The client is fully responsible for the use of all documents and other content ensuing from the agreement, and hereby certifies to having the capabilities and expertise to communicate the assessment results and any other content within its organization, and to make the required use of said documents and other content.

7.2 OCAI online shall not be liable for any damage caused as a result of the agreement and/or the use of the documents and other content provided during or after the completion of the assessment, including any immaterial damage that could arise from publication or announcement of the results of the assessment within the organization of the initiator or client.

7.3 In case the limitations as stated in article 7.2 cannot be held up in law or in fact, liability for damages arising from the agreement is limited to direct loss and shall be limited to the total invoice amount (excl. VAT).

Article 8: Delivery and delivery time

8.1 The OCAI culture assessment can run for as long as the client determines. After completion of an Enterprise assessment, OCAI online will generate a report, which will be sent by email. After completion of a Pro assessment, the results report can be downloaded immediately.

8.2 All other standard products and services will be delivered electronically as soon as possible after completion of the ordering procedure. In case OCAI online provides advice or products made to measure, parties involved will mutually agree upon a specific time of delivery.

8.3 The supply commitment for OCAI online (the report to be produced and provided after completion of the assessment) will take effect as soon as payment has been received.

Article 9: Force majeure

9.1 If OCAI online is unable to fulfill one or more obligations arising from the agreement, or to deliver specific content on time due to force majeure, these obligations shall be suspended, and OCAI online cannot be held responsible. These reasons shall include, but are not limited to a. any suppliers engaged who fail to perform their respective tasks and obligations, whether or not this failure is due to imputable or nonimputable inadequacies, faults, or defects, b. power cuts or technical problems in the payment systems OCAI online uses, and c. power cuts or technical problems in the systems and/or equipment OCAI online uses to facilitate and/or produce, among others, the website, the ordering procedures, and/or the documents.

9.2 If these circumstances beyond the control of OCAI online continue for a longer period of time, or if it is to be expected that they will continue for more than 3 (three) days, either party is entitled to terminate the agreement without either party being liable or having to remunerate any damage that may ensue from this termination.

Article 10: Additional terms and conditions

10.1 OCAI online will attempt to observe all dates and terms to the best of its abilities. However, all dates agreed upon shall be considered as general estimates, and going beyond these set dates shall never be fatal. It's the client's responsibility to inform OCAI online in advance of the due date of their results report so OCAI online can plan for the workload.

10.2 The International Sale of Goods Act (Viennese Convention) is explicitly not applicable to any agreement made under these terms and conditions.

10.3 The right that any private client would have according to the "Wet Koop op Afstand" (Dutch law regulating refunds and the cancelation of distance sales, such as sales over the Internet) to cancel an agreement within seven days, in as far as it would be applicable, cannot be exercised due to the immediate and electronic nature of the services and products provided by OCAI online.

10.4 The client is not entitled to transfer the rights and commitments resulting from this agreement to any third party without obtaining permission in writing from OCAI online.

10.5 At all times, OCAI online is entitled to transfer any rights and obligations resulting from this agreement.

10.6 If and insofar as the client acts in violation of the stipulations set down in these General Terms and Conditions, specifically of article 5, OCAI online shall be entitled to terminate the agreement immediately and without judicial intervention, without being liable for any damage to the initiator or client resulting from the complete or partial rescission and/or to revoke the license as stated in article 5.

10.7 OCAI online is authorized to change the prices on the website at any time.

10.8 OCAI online reserves the right to adapt, change, or complete these general terms and conditions. Any changes to these terms will be published on the site or dispatched by e-mail.

10.9 Confidentiality: OCAI online will handle all data of the initiator or client according to the "Wet Bescherming Persoonsgegevens" (Dutch law to protect personal information) and will never disclose any personal data to any third party. Nonpersonal data like gender, economic activity, management position and country gathered by OCAI online becomes property of OCAI online and may be used to conduct research for culture profiles by sector or country. Anonymous results of this research may be published.

10.10 Safety: OCAI online shall ensure the best possible protection of all data and assessment results.

10.11 OCAI online complies with the model Code of Good Conduct for Electronic Commerce as formulated by the ECP (Electronic Commerce Platform).

Article 11: Applicable jurisdiction and complaints

11.1 Dutch law applies to all agreements between contractor and client, as well as to all additional agreements resulting from them.

11.2 In case of a dispute, the plaintiff will submit the specifics of the dispute to the other party in writing, as well as a summary of what that party deems to be the subject and/or cause of said dispute. All disputes related to and/or caused by an agreement to which these general terms and conditions apply shall be submitted to the competent court in the court district in which OCAI online has its residence, including the summary trial judge of this district court, acting in summary judgment.

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