

Terms and conditions Sttella

Sttella is located at Marsstraat 97, 9742 EM in Groningen and is registered as a sole proprietorship in the Trade Register of the Chamber of Commerce under number: 72552379.

Sttella creates innovative solutions for understanding someone's life potential. The Ingeniums® program developed by Sttella ensures better matches of the right personnel for the right position and offers help with the orientation of a study choice.

In these terms and conditions you can read under what conditions you can use the services of Sttella. You can also find how to use our website. We have tried to write the general terms and conditions as clearly as possible and to make as little use of complicated legal terms as possible. If you find the conditions are not clear, please feel free to contact us at:

✉ info@ingeniums.nl.

These general terms and conditions have been written for both consumers and business customers. If a provision only applies to a specific target group, this will be clearly stated in the provision.

Concepts

In these terms and conditions the following definitions apply:

Sttella: the provider of the service and the user of these terms and conditions.

Counterparty: the user of the service who concludes or wishes to conclude an agreement with Sttella and who enters into a payment obligation when purchasing the service.

Business customer: the natural person acting in the exercise of a profession or business or the legal entity. In a clear way, this is also the person who purchases a service from Sttella in the name of his or her company.

Consumer: the natural person who is not acting in the exercise of a profession or business.

Service: the service that Sttella offers on its website.

Written: both traditional written communication and digital communication such as e-mail.

Website: the website of Sttella can be reached via <https://ingeniums.nl>.

For readability of these terms and conditions, the 'Other Party' is also referred to as 'you or your' and Sttella and the other party together are also referred to as 'Parties'.

Applicability

1. These terms and conditions apply to all services offered by Sttella.
2. Any terms and conditions used by you (however named) are expressly not applicable.
3. If one or more provisions of these terms and conditions are void or voidable, the other provisions will remain fully applicable.
4. In the event of a conflict between the content of these terms and conditions and an agreement concluded between the parties, the content of the agreement will take precedence.
5. Deviations from and additions to these terms and conditions only apply if they have been accepted explicitly and in writing by Sttella.
6. Sttella may change these terms and conditions. You will be notified about this in advance.

Offer

1. An offer from Sttella is without obligation. This means that Sttella can change the offer. If an offer contains a period of validity or if conditions are attached to the offer, this will be clearly indicated in the offer.
2. Sttella's services are only accessible to persons aged 18 or older or with written permission from parents or legal guardians.
3. You guarantee that the information you provide to Sttella is correct, current and complete.
4. When you agree with Sttella's offer, Sttella assumes that you have read these terms and conditions and agree with their content. During the ordering process you will be made aware of these terms and conditions and you will be asked to agree to them.

Realization of the agreement

1. The agreement between the parties is concluded the moment you agree verbally or in writing with Sttella's offer. A verbal acceptance will be confirmed to you in writing by Sttella. The agreement is also concluded when you have paid the invoice sent by Sttella.
2. You agree that all means of communication customary at that time may be used for communication, in particular means of communication that use an internet connection.
3. You are aware that the result of a service can be interpreted in different ways. You are and will remain responsible for the choices that you make as a result of the results you receive.
4. Sttella takes appropriate technical and organizational measures to secure the electronic transfer of data and ensures a safe web environment and appropriate security measures.

Statutory cooling-off period

1. For purchases at a distance, such as telephone, e-mail, social media or the website, a consumer has a statutory cooling-off period. This statutory cooling-off period does not apply to a Sttella service where you explicitly agreed to the service within the statutory cooling-off period and you have waived the rights of the statutory cooling-off period.
2. The statutory cooling-off period also does not apply to digital services once you have opened or downloaded the result of the service (digital file).
3. Finally, the statutory cooling-off period does not apply to business customers.

Dashboard/Account

1. If you want to use a service from Sttella, it may be necessary to create an account with a username and password. You are responsible for a secure password for your account and will handle the login details of the account with care. Which means, among other things, that login details shall not be shared with third parties.
2. You are responsible for managing your account. If you suspect unauthorized use, you are obliged to report this to Sttella without any delay.
3. If you fail to comply with one or more obligations under these terms and conditions, Sttella has the right to block and/or delete your account and to suspend the execution of the agreement, without owing any compensation to you.

Guarantee

1. Sttella will make every effort as a good service provider to ensure that you can make optimal use of the Sttella website. However, Sttella cannot guarantee that the result of the service will meet your expectations.
2. Sttella strives to remedy any malfunctions and limitations as soon as possible.
3. Because Sttella uses software from third parties in its services, Stella cannot guarantee that the website and/or the services will be accessible at all times.
4. The information displayed on the Sttella website is subject to obvious mistakes, clerical errors and programming and typing errors.

Subscription

1. A service provided by Sttella is a one-off service. If you want to use Sttella's services several times, you can take out a subscription. A subscription is a long-term contract.
2. The subscription is concluded for a definite period of time and is automatically extended at the end of the term. You must pay the invoiced installments regardless of whether you have used the subscription or not, unless you cancel the subscription. The subscription can be canceled at the end of the month, subject to a notice period of thirty (30) calendar days.
3. A subscription can be upgraded to a more extensive subscription at any time. No refunds will be made in the event of a downgrade.
4. Sttella can choose not to offer a certain service or subscription no longer. In that case, Sttella can terminate the subscription with a notice period of one (1) month.
5. Sttella has the right to terminate a subscription with immediate effect and without judicial intervention if you act contrary to your obligations under these terms and conditions.
6. A subscription may not be transferred to third parties.

Payment

1. The rates mentioned are VAT inclusive for consumers and VAT exclusive for business customers.
2. Sttella's services are paid in advance and must be paid with an online payment system, immediately after completing the order.
3. Subscriptions are paid monthly in advance by direct debit. You can find the invoice in your account.
4. The payment term for invoices is fourteen (14) calendar days after the invoice date.
5. If the payment term is exceeded, you are legally in default. In that case, Sttella has the right to charge a monthly interest of five (5) percent, whereby part of a month is counted as a whole month. Sttella may also charge you collection costs of ten percent (10%) with a minimum of two hundred and fifty euros (€ 250.00). The legal regulations apply to consumers.
6. Sttella has the right to change its prices. The other party will be notified about this in advance. In the event of a price change, the consumer has the right to dissolve the agreement with in the date on which the price change takes effect. Price changes that are the result of changed laws and regulations do not entitle the consumer to dissolve the agreement for that reason.

Service delivery

1. The service is provided on the basis of the data entered by you.
2. The results of the service provided can be consulted, downloaded as a PDF file and printed directly from the dashboard, after you have paid the amount indicated on the website.

Responsibility

1. Sttella is not responsible for damage you suffer from using the services of Sttella, the non-availability or unsafe availability of our website or parts thereof, incorrect or incomplete information on our website, unless the damage is caused by a legal or contractual shortcoming, intent or gross negligence on the part of Sttella.
2. Sttella is not responsible for damage caused by you providing incorrect information, such as an incorrect e-mail address resulting you not receiving the result of the service provided by Sttella or for entering an incorrect date of birth resulting you not getting the service provided from sttella or an incorrect result.
3. Sttella is also not responsible for incorrect interpretation of a result by you.
4. Any responsibility of Sttella is limited to the purchase value of the service provided. Sttella's responsibility is in all cases limited to the amount reimbursed by a liability insurance taken out by Sttella, plus the costs for the deductible under that insurance.
5. You remain responsible at all times for applying the results received and the advice provided.
6. Contrary to the statutory limitation period, all claims related to these general terms and conditions are subject to a limitation period of twelve (12) months.

Force majeure and unforeseen circumstances

1. Sttella is not responsible in case of force majeure or unforeseen circumstances. This includes, but is not limited to: failure or malfunctions in the telecommunications or internet connection, non-delivery or defective deliveries by partners of Sttella, war, fire and government measures.
2. If a situation as referred to in paragraph 1 of this article continues to exist for a period of thirty (30) days, both parties have the right to terminate the agreement without being liable for damages.

Privacy

1. Sttella's privacy and cookie statement also applies to these terms and conditions and all services of Sttella. In the privacy and cookie statement you can read how we handle your personal data. The privacy and cookie statement can be consulted on our website.
2. Sttella will only store and use the data provided by you for the purposes described in the privacy and cookie statement.

Intellectual property rights

1. All copyrights and other intellectual property rights such as texts, images and videos, which are shown via the website or on the social media channels of Sttella and the intellectual property rights that rest on the result of the service provided by Sttella (pdf file) , are exclusively held by Sttella and may not be reproduced, made public or otherwise distributed or shown to third parties without prior permission from Sttella.
2. It is permitted to use the results of the service provided by Sttella for personal purposes. This right of use is limited, personal, non-exclusive, non-sublicensable, non-transferable and revocable.
3. Ingeniums® is a registered trademark and also falls within the scope of this article. This means that Ingeniums® is the exclusive property of Sttella and that it is not allowed to use, copy or otherwise provide this brand to third parties without prior written permission from Sttella.
4. In the event that you violate the provisions of this article, Sttella has the right to recover damages from you.

Confidentiality

1. Sttella is obliged to maintain confidentiality towards third parties that are not involved in the performance of the service.
2. Sttella is not entitled to use the information provided by you for a purpose other than that you provided the information for.

Complaints

1. If you have a complaint about the performance of the service, we would like to hear about it. You can clearly describe your complaint within seven (7) calendar days after the complaint arose, via e-mail to info@ingeniums.nl. A complaint period of two (2) calendar months applies to consumers.
2. Sttella will respond substantively to the complaint as soon as possible, but no later than seven (7) calendar days after receiving your complaint and, where possible, propose a solution.
3. For consumers who have a complaint about a purchase via our website, there is still the possibility to submit a complaint to the European Commission via the ODR platform: <http://ec.europa.eu/odr>.
4. Submitting a complaint does not release you from your payment obligation.

Disputes and Applicable Law

1. All agreements concluded by Sttella and these general terms and conditions are governed exclusively by Dutch law.
2. Disputes will be submitted to the competent court of the Noord-Nederland District Court, unless a mandatory legal provision prescribes otherwise.
3. The parties will in all cases first try to reach a joint solution.