



Job Ready. Always and Everywhere

Deftiq Terms of Use EN
Version August 2025

Terms of Use

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1. Introduction

1.1 These Terms of Use set out the terms under which Deftiq B.V. ("Deftiq", "we", "us") offers its digital services ("the Platform") to users. In this document, we explain the rights and obligations of both Deftiq and the user, including agreements on accounts, subscriptions, use of the services and liability.

1.2 In the event of a conflict between documents, the following order of precedence applies: (1) the individual Agreement, (2) the General Terms and Conditions, (3) the Data Processing Agreement, (4) the Privacy and Cookie Policy, (5) the Terms of Use and Hosting. Together, these terms constitute the legal framework for the use of our Services.

1.3 By using the Platform, the user accepts these terms and conditions. If the user does not agree, they should discontinue use.

2. Definitions

- A. Deftiq B.V.: the private limited liability company Deftiq B.V., having its registered office in Rotterdam, Hofplein 20, 3032 AC Rotterdam, registered with the Chamber of Commerce under number 97997455.
- B. Platform: Deftiq's digital learning and training services, including www.deftiq.com and app.deftiq.com.
- C. Administrator: the organisation or person that deploys the Platform and is responsible for its use within its own organisation.
- D. User: any natural person accessing the Platform via an account.
- E. Account: the personal access a user creates or is assigned to use the Platform.
- F. Subscription: the paid or free licence granting access to (parts of) the Platform.
- G. Content: any information, texts, images, videos or other material offered or shared via the Platform.

3. Access and use

3.1 The user must provide accurate and up-to-date information when creating an account and keep it up to date.

3.2 It is prohibited to share accounts or use the Platform for unlawful or harmful purposes.

3.3 The user is responsible for careful handling of login details and any activity through their account.

3.4 The Platform may only be used by persons aged sixteen (16) and older.

3.5 The user certifies that they meets this age requirement and that, if applicable, consent has been obtained from parent or guardian.

3.6 Deftiq may terminate or restrict accounts if it appears that the user does not comply with these conditions.

4. Abuse and improper use

4.1 It is prohibited to use the Platform for acts contrary to the law, public order or morality.

4.2 In particular, the User is prohibited from:

- A. use the Platform for spam, phishing, spreading malware or unwanted communication;
- B. breaking into accounts, systems or networks of Deftiq or third parties;
- C. circumvent or disrupt the security or operation of the Platform;
- D. copy, distribute or commercially exploit Platform content without authorisation.

4.3 Upon violation of this article, Deftiq may immediately suspend or terminate access to the Platform and recover any damages from the user.

5. Subscriptions and Payment

5.1 Access to certain features of the Platform may be subject to a subscription. Conditions and prices will be clearly communicated in advance.

5.2 Subscriptions are tacitly renewed unless cancelled in time. Payment takes place in accordance with the agreed terms.

5.3 If payment is not made, Deftiq may suspend access or terminate the subscription.

6. Content and Intellectual Property

6.1 All intellectual property rights in the Platform and the content offered belong to Deftiq or its licensors.

6.2 Users may only use Platform content for their own learning or working purposes and not distribute, copy or commercially exploit it without permission.

6.3 Content posted by users remains the property of the user, but the user grants Deftiq a limited licence to use it within the Platform.

7. Data Protection

7.1 The processing of personal data is governed by Deftiq's Privacy Policy and Cookie Policy. These documents form an integral part of the Terms of Use.

7.2 Data processing arrangements between Deftiq and Administrator are additionally governed by the Data Processing Agreement.

8. Availability and Support

8.1 Deftiq aims for a high level of availability of the Platform, but cannot guarantee full uninterrupted access.

8.2 For further agreements on availability, maintenance and service levels, please refer to the Hosting Terms and Conditions.

9. Liability

9.1 The liability of Deftiq is limited in accordance with the arrangement in the Terms and Conditions. This means that the liability is limited to the amount paid in the previous contract year by the user or administrator for the use of the Platform, with an absolute maximum of €5,000.

9.2 Deftiq is not liable for indirect damage, such as consequential damage or loss of data, unless there is intent or gross negligence.

10. Termination and Suspension

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10.1 Both the user and Deftiq may terminate the agreement subject to the applicable notice periods.

10.2 In case of breach of these conditions, Deftiq may immediately suspend or terminate access to the Platform.

10.3 For processing and deletion of personal data after termination, please refer to the Privacy Policy and the Data Processing Agreement.

11. Governing Law and Forum

11.1 These Terms of Use are governed exclusively by Dutch law.

11.2 Disputes arising from this agreement shall be submitted to the competent court in Rotterdam.