

Terms and Conditions Master Challenge

These are the general terms and conditions of Master Challenge BV (“**Master Challenge**”), a company with address Nieuwmarkt 9D, Amsterdam, The Netherlands. Master Challenge is registered with the Chamber of Commerce under number 81630514.

1. Applicability

1. These terms and conditions apply to all services of Master Challenge, to any agreement made between Master Challenge and a User (as defined below) of our website <https://masterchallenge.me/> (the “**Website**”) and all legal relationships and (legal) acts arising therefrom.
2. By using the Website and the services of Master Challenge you agree to be bound by these terms and conditions.
3. Below “**Users**” means all natural persons and all legal persons who visit the Website, log in to the Website, and/or use, share and/or post information provided on the Website.
4. Master Challenge will send the general terms and conditions free of charge upon request. The terms and conditions are also available at <https://masterchallenge.me/>.
5. The above definitions are used in both singular and plural in these general terms and conditions.

Master Challenge offers an online platform for recruiting and matching challenges/assignments to students (teams).

2. Use Website

1. The User must comply with Dutch and other applicable laws or regulations when using the Website.
2. User must not distribute the following through the Website:
 - a. Plagiarism and/or previously published content;
 - b. Pornographic films, images or other media with an erotic content;
 - c. Texts or images that are offensive, racist, discriminatory or hateful;
 - d. unsolicited advertising (spam);
 - e. incorrect or misleading information; and/or
 - f. Viruses, malware, spyware or other software designed to damage our or other Users' computers.
3. User may not create an account under someone else's name or otherwise impersonate someone else.
4. The User may not approach other Users for commercial purposes other than those for which the Website is intended.
5. If the User wishes to report another User who is abusing the Website, the User can send a message to info@masterchallenge.me.
6. Master Challenge reserves the right to adjust or omit the information provided to the User before it is made known to Users and/or published on the Website.

3. Account

1. User must be at least 16 years old to create an account.
2. User must protect the login details of his account from others.

3. User must keep his password strictly confidential. Master Challenge may assume that everything that happens on or with the User's account is done by the User or is done under the supervision of the User.
4. If the User thinks or knows that his account is being misused, the User must report this to Master Challenge as soon as possible. Master Challenge will in that case take appropriate measures.
5. The User is responsible for its conduct and any data, text, files, information, usernames, images, photographs, profiles, graphic art, copyrighted works, links and other content or materials.
6. User is responsible for the confidential information he provides to Master Challenge or for the omission of confidential information.
7. Master Challenge is entitled to determine in its sole discretion whether an account will be provided.
8. Master Challenge has the right to change or delete accounts, profiles, data and other information at all times. In addition, Master Challenge has the right to deny Users access to the Website for a definite or indefinite period of time.
9. If Master Challenge is of the opinion that the User violates the law or these general terms and conditions, Master Challenge can (partially) exclude the User from the Website. Master Challenge allows the User for example, exclude from the Website by:
 - a. delete the User's account; or
 - b. block parts of the Website for the User.

4. Rates and payment

1. All prices used by Master Challenge are exclusive of VAT.
2. Payment of Master Challenge invoices must be made within 14 days days after the invoice date.
3. In the event of non-payment or late payment, the User will be in default by operation of law without notice of default. The user then owes the statutory (commercial) interest from the date on which the payment was due until the day of full payment, whereby interest over part of the month is calculated over an entire month.
4. If a User is in default, for example because amounts due cannot be collected by Master Challenge, Master Challenge is entitled to close the account of the User in question.
5. Master Challenge is authorized to increase the rates if:
 - a. The case of statutory price increases;
 - b. Within three months after the conclusion of the agreement and this is the result of statutory regulations or provisions; one/of
 - c. From three months after the conclusion of the agreement, if the increase is not unreasonable.

5. Liability

1. Master Challenge is not a party to the agreements concluded between Users and is therefore not responsible for the agreements between Users. In the event of a conflict, Users must resolve this themselves.
2. Master Challenge is only liable for direct damage caused by gross negligence or intent on the part of Master Challenge and up to a maximum of once the amount stated in the invoice.
3. Master Challenge is not liable for damage that is or may be the result of any act or omission in response to the information on the Website or that of:

- a. linked websites, even if there are imperfections; one/of
 - b. inaccuracies in the information made available by us.
4. Master Challenge is not responsible for errors and/or irregularities in the functionality of the Website and is not liable for malfunctions or the Website being unavailable for any length of time due to other reasons.
5. Master Challenge takes all care that can reasonably be expected from Master Challenge for the security of data of Users and third parties. Master Challenge is not liable for loss of data or unauthorized access to data that arises despite the care taken by Master Challenge. master challenge is also not liable for loss of data or unauthorized access that occurs when data is transmitted over public networks or when using networks and systems of third parties.

6. Intellectual property rights

1. You may not modify, create derivative works from, decompile, or otherwise obtain or modify the source code of the Website, except as expressly permitted by an open source license or expressly authorized in writing. Any attempt to do so is a violation of Master Challenge's rights.
2. The Master Challenge name and logo are trademarks of Master Challenge, and may not be copied, imitated or used in whole or in part without prior written permission from Master Challenge. In addition, Master Challenge headlines, graphics, button icons and scripts, service marks, trademarks and/or logos may not be copied, imitated or used without the prior written consent of Master Challenge.

7. Complaints

1. Complaints submitted to Master Challenge will be answered within a period of 7 days, calculated from the date of receipt.

The right to a (partial) refund of the price or compensation will lapse if the complaint is not reported within the set period, unless a longer period ensues from the nature of the case.

8. Engagement of third parties

1. Master Challenge is entitled, where necessary, to engage third parties in the performance of the services. Master Challenge is not obliged to personally inform the User about this. Using the services of Master Challenge implies that the User authorizes Master Challenge to apply any liability limitations of third parties also on behalf of the User to accept.
2. Master Challenge takes the utmost care when engaging third parties. However, Master Challenge is not liable for the acts or omissions of these engaged third parties, unless there is intent or gross negligence on the part of Master Challenge.

9. Invalidity

If a provision of these general terms and conditions proves to be null and void or non-binding, Master Challenge and the User remain bound by the other provisions of this deed. Master Challenge will replace the invalid or non-binding provision(s) with a provision that is binding and the purport of which is as much as possible the same as that of the provision(s) to be replaced, taking into account the purpose of these general terms and conditions.

10. Amendments

Master Challenge reserves the right to unilaterally adjust, supplement and/or change these general terms and conditions at any time. The most current version of the general terms and conditions can be found on the Website.

11. Other provisions

1. Master Challenge may at any time make changes to the design or functioning of the Website, including the underlying technical mechanisms.
2. These general terms and conditions do not only apply to Master Challenge, but also to other persons who are or have been involved in using the services or who are or could be held liable in connection therewith. This also applies to their legal successors under universal title.

12. Applicable law and choice of forum

1. All Agreements, the General Terms and Conditions, and all non-contractual rights and obligations arising therefrom shall be governed in all respects by Dutch law.
2. All disputes between and the Other Party, which may arise as a result of an Agreement and/or the General Terms and Conditions, or of agreements resulting therefrom, will in the first instance be settled by the competent court of the District Court of Amsterdam.

Master Challenge BV