

GENERAL TERMS AND CONDITIONS

Automotive Partner is a trade name of **The Masterclass Group B.V.**, having its registered office and principal place of business at Grote Esch 915, 2841 MJ Moordrecht, the Netherlands, registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under registration number **87718863**, hereinafter referred to as "**Automotive Partner**".

Preamble

Automotive Partner is an independent business network for professionals operating within the Dutch automotive industry. The network has been established to connect entrepreneurs, promote knowledge sharing and create an environment in which cooperation, trust and professional entrepreneurship are central.

Automotive Partner facilitates, among other things, private communities, networking events, knowledge sharing, access to specialists, supplier networks, digital information services, template documents and other services that contribute to the professional development and business operations of its Members.

Automotive Partner acts exclusively as the organiser and facilitator of its services. Automotive Partner expressly does **not** act as an intermediary, commercial agent, commission agent, legal adviser, tax adviser, accountant, technical inspection company or representative of its Members, unless explicitly agreed otherwise in writing. Automotive Partner is not a franchise organisation, purchasing organisation, association, cooperative, partnership or trade association.

By entering into a Membership, the Member confirms that it has read these General Terms and Conditions and unconditionally agrees to be bound by them.

CHAPTER I

General Provisions

Article 1 Definitions

For the purposes of these General Terms and Conditions, the following capitalised terms shall have the meanings assigned to them below:

Automotive Partner

The Masterclass Group B.V., trading under the name Automotive Partner and established in Moordrecht, the Netherlands.

Member

Any natural person acting in the course of a profession or business, or any legal entity, that has entered into an Agreement with Automotive Partner.

Agreement

Any agreement concluded between Automotive Partner and a Member, including any application, renewal, amendment or supplementary agreement.

Membership

The contractual relationship pursuant to which a Member is granted access to the services offered by Automotive Partner during the term of the Agreement.

Services

All present and future services offered by Automotive Partner, including, but not limited to, communities, networking events, supplier networks, knowledge bases, template documents, educational programmes, webinars, digital platforms, artificial intelligence (AI) functionalities, specialist support and other business-related services.

Community

Any digital environment managed by Automotive Partner, including WhatsApp communities, chat groups, online platforms, forums, member portals and similar communication channels.

Event

Any physical, digital or hybrid meeting organised or facilitated by Automotive Partner.

Specialist

Any external expert introduced or made available by Automotive Partner to answer questions, provide general support or share knowledge.

Supplier

Any third party recommended by Automotive Partner to its Members or with whom Automotive Partner cooperates.

Knowledge Base

The collection of documents, manuals, articles, templates, downloads, videos, presentations and other information made available to Members by Automotive Partner.

Template Documents

All template contracts, forms, agreements, checklists and other sample documents made available by Automotive Partner.

Content

All texts, images, videos, documents, messages, downloads, AI-generated output and other information made available through Automotive Partner.

Platform

Any digital environment used by Automotive Partner in connection with its Services, including websites, member portals, applications, software and future digital systems.

Article 2 Nature and Purpose of Automotive Partner

1. Automotive Partner is an independent entrepreneurial network serving the Dutch automotive industry.
2. The purpose of Automotive Partner is to facilitate knowledge sharing, collaboration, business relationships and professional support between entrepreneurs.
3. Automotive Partner provides its Members with a platform through which knowledge, experience, contacts and business opportunities may be shared.
4. Automotive Partner performs solely a facilitating role.
5. Automotive Partner shall not be a party to any agreement concluded between Members or between Members and third parties.
6. Automotive Partner does not guarantee increased turnover, profitability, successful transactions, supplier advantages or any other commercial results.

7. Each Member remains solely responsible for its own business operations, commercial decisions and entrepreneurial activities.
8. Automotive Partner continuously develops and improves its Services. The Member acknowledges that the content of the Membership, the Community, the Knowledge Base, Events, digital platforms, Specialists and other Services may be modified, expanded or replaced during the term of the Membership, provided that the essential nature of the Services remains substantially unchanged.
9. Automotive Partner is not an association, cooperative, franchise organisation, purchasing organisation, commercial agent, intermediary or representative of its Members unless expressly agreed otherwise in writing. Membership solely entitles the Member to access the Services offered by Automotive Partner.

Article 3 Core Values

Automotive Partner is founded upon the following core principles:

- professionalism;
- reliability;
- integrity;
- collegiality;
- mutual respect;
- confidentiality;
- craftsmanship;
- honest entrepreneurship;
- constructive cooperation.

Each Member is expected to endorse these principles and to conduct itself accordingly.

Article 4 Applicability

1. These General Terms and Conditions apply to all legal relationships between Automotive Partner and its Members.
2. Any general terms and conditions used by a Member are expressly rejected.
3. Any deviation from these General Terms and Conditions shall only be valid if expressly confirmed by Automotive Partner in writing.
4. Where any provision of these General Terms and Conditions conflicts with a separately agreed written provision, the latter shall prevail solely with respect to that specific matter.
5. Automotive Partner reserves the right to amend these General Terms and Conditions from time to time.
6. Any amendments shall be communicated to the Members no later than thirty (30) days before their effective date.
7. Continued use of the Membership after the effective date of the amended General Terms and Conditions shall constitute acceptance of those amendments by the Member.

Article 5 Admission to the Network

1. Automotive Partner is exclusively intended for businesses professionally active within, or closely connected to, the automotive industry.
2. Participation requires a valid registration with the Dutch Chamber of Commerce (Kamer van Koophandel).
3. Automotive Partner is entitled to request additional information in order to verify the identity, business activities and background of an applicant.
4. Automotive Partner reserves the right to reject any application without stating reasons.
5. No rights may be derived from any refusal.
6. Automotive Partner shall not be obliged to provide further explanation or justification for such refusal.

Article 6 Formation of the Agreement

1. An Agreement shall only come into existence after:
 - a. the application form has been fully completed;
 - b. the introductory fee has been paid;
 - c. the Member has expressly accepted these General Terms and Conditions and the Privacy Statement; and
 - d. Automotive Partner has accepted the application.
2. Automotive Partner reserves the right to reject an application after submission if it appears that the admission requirements have not been satisfied.
3. Any person entering into an Agreement on behalf of a company represents and warrants that he or she has full authority to legally bind that company.
4. If it subsequently appears that such authority was lacking, the signatory shall fully indemnify Automotive Partner against all resulting claims, liabilities and losses.
5. Automotive Partner shall be entitled to terminate the Agreement at any time if it appears that incorrect, incomplete or misleading information was provided during the application process.

CHAPTER II**Membership and Financial Provisions****Article 7 Membership**

1. The Membership is entered into for an indefinite period, unless expressly agreed otherwise in writing.
2. Membership is personal and linked to the Member's business and may not be assigned, transferred or otherwise made available to any third party without the prior written consent of Automotive Partner.
3. Automotive Partner shall determine which Services, functionalities and facilities form part of the Membership.
4. Automotive Partner reserves the right to expand, amend, restrict or modify its Services where this is, in its reasonable opinion, necessary for the quality, security, continuity or further development of the network.
5. New functionalities, products or additional Services may be offered separately and shall only form part of the Membership if Automotive Partner expressly determines this.

Article 8 Trial Period

1. New Members may make use of an introductory offer consisting of a fourteen (14) day trial period.
2. Participation in the trial period is subject to payment of a non-refundable introductory fee of **EUR 1.00**.
3. Upon payment of the introductory fee and conclusion of the Agreement, the Member shall obtain access during the trial period to those Services designated by Automotive Partner for the trial.
4. The trial period shall commence on the date on which Automotive Partner has received the introductory payment.
5. Automotive Partner reserves the right to amend the contents of the trial period or to exclude certain Services during the trial period.

Article 9 Automatic Continuation

1. Upon expiry of the trial period, the Membership shall automatically convert into a regular paid Membership.
2. By entering into the Agreement, the Member expressly authorises such automatic continuation.
3. If the Member validly terminates the Membership before the expiry of the trial period, the Membership shall automatically end upon expiration of the trial period and no further payments shall be collected.
4. If the Membership is not terminated in time, the applicable monthly Membership Fee shall become due from the first day following the expiry of the trial period.
5. If the Member terminates the Membership before the end of the trial period, only the non-refundable introductory fee of **EUR 1.00** shall remain payable. No further monthly Membership Fees shall be charged.

Article 10 Membership Fee

1. A monthly Membership Fee shall be payable for the Membership.
2. All fees stated by Automotive Partner are exclusive of VAT unless expressly stated otherwise.
3. Automotive Partner is entitled to adjust the Membership Fee annually in accordance with the Dutch Consumer Price Index (CPI) as published by the Dutch Central Bureau of Statistics (CBS).
4. Automotive Partner further reserves the right to amend its fees during the term of the Agreement where justified by changes in market conditions, increased operating costs, expansion of the Services or changes in applicable laws and regulations.
5. Where an increase exceeds fifteen percent (15%) of the applicable Membership Fee, the Member shall be entitled to terminate the Agreement in writing with effect from the date on which the increase becomes effective.

Article 11 Direct Debit

1. By entering into the Membership Agreement, the Member grants Automotive Partner a continuing authorisation to collect all amounts due under the Agreement by automatic direct debit.
2. Payments shall be collected on the collection date determined by Automotive Partner.
3. The Member shall ensure that sufficient funds are available in the designated bank account.
4. A failed or reversed direct debit shall not affect the Member's payment obligations.

5. Automotive Partner shall be entitled to recover all reasonable costs resulting from failed collection attempts from the Member.

Article 12 Payment

1. All amounts due under the Agreement shall be paid in full and on time.
2. The Member shall not be entitled to suspend payment or set off any amount unless mandatory law provides otherwise.
3. Complaints regarding the Services shall not suspend or affect the Member's payment obligations.
4. Automotive Partner shall be entitled to apply payments first towards accrued interest and collection costs and thereafter towards the oldest outstanding principal amount.

Article 13 Late Payment

1. If the Member fails to fulfil any payment obligation on time, the Member shall automatically be in default without the need for prior notice of default.
2. From the date of default, the Member shall owe the statutory commercial interest (wettelijke handelsrente) applicable under Dutch law.
3. All reasonable judicial and extrajudicial collection costs incurred in recovering outstanding amounts shall be borne in full by the Member.
4. During any period of default, Automotive Partner shall be entitled, without prejudice to any other rights or remedies, to:
 - a. suspend access to the Community;
 - b. deny participation in Events;
 - c. block access to the Knowledge Base;
 - d. terminate participation in WhatsApp Communities or other communication channels;
 - e. terminate the Membership with immediate effect.
5. Suspension of the Services shall not relieve the Member of its payment obligations.

Article 14 Termination by the Member

1. The Membership may be terminated on a monthly basis.
2. Notice of termination must be submitted in writing or by e-mail.
3. A notice of termination shall only be deemed received after Automotive Partner has confirmed receipt in writing.
4. Until the effective date of termination, all obligations arising under the Agreement shall remain in full force and effect.
5. Membership Fees already paid shall not be refunded unless Automotive Partner expressly agrees otherwise in writing.
6. Termination of the Membership shall not release the Member from any outstanding payment obligations existing prior to the effective date of termination.

Article 14A Termination in Exceptional Circumstances

1. Automotive Partner shall be entitled to terminate the Membership, in whole or in part, with immediate effect and without liability for damages if:
 - a. the Member is declared bankrupt;
 - b. the Member applies for or is granted suspension of payments;
 - c. the Member's business is dissolved, liquidated or discontinued;
 - d. an attachment or seizure is imposed on a substantial part of the Member's assets;
 - e. the Member permanently ceases its business activities; or
 - f. Automotive Partner may reasonably conclude that continuation of the Membership can no longer be expected or justified.
2. Termination pursuant to this Article shall not affect any payment obligations that arose prior to the date of termination.

CHAPTER III**Community, Conduct and Use of the Network****Article 15 Professional Conduct**

1. Automotive Partner is founded upon collaboration, trust, professionalism and mutual respect. Every Member is expected to conduct itself in accordance with these principles.
2. The Member shall behave at all times within Automotive Partner as a prudent, professional and responsible entrepreneur.
3. The Member shall refrain from any conduct that may damage the reputation, goodwill or legitimate interests of Automotive Partner, its employees, partners or other Members.
4. The Member shall at all times comply with all applicable laws and regulations, accepted standards of business ethics and the principles of responsible entrepreneurship.
5. Automotive Partner reserves the right to take any measures it deems appropriate where, in its reasonable opinion, a Member's conduct is inconsistent with the objectives, values or integrity of the network.

Article 16 Use of the Community

1. Automotive Partner may provide one or more private Communities for the purpose of knowledge sharing, collaboration and business support.
2. The Communities form an integral part of the Membership.
3. The Member is granted a personal, limited, non-exclusive, non-transferable and revocable right to use the Communities during the term of the Membership.
4. Automotive Partner shall determine which Communities are made available and which functionalities form part thereof.

5. Automotive Partner reserves the right to merge, expand, modify, suspend or discontinue any Community where this is necessary for the quality, continuity, security or further development of the network.
6. Automotive Partner does not guarantee uninterrupted or continuous availability of any Community.

Article 17 Code of Conduct

Members shall behave respectfully, professionally and responsibly within all Communities.

Without limitation, Members shall not:

- a. publish or distribute offensive, discriminatory, defamatory, threatening or intimidating communications;
- b. knowingly disseminate false, misleading or inaccurate information;
- c. disclose confidential information belonging to Automotive Partner or other Members;
- d. distribute spam, unsolicited commercial communications or excessive promotional material;
- e. publish content unrelated to the objectives of Automotive Partner;
- f. use the Community for unlawful, fraudulent or improper purposes;
- g. engage in conduct that may damage the reputation, goodwill or legitimate interests of Automotive Partner or its Members.

Automotive Partner shall have sole discretion in determining whether conduct violates this Code of Conduct.

Article 17A Integrity

1. Every Member is expected to conduct its business with honesty, integrity and in compliance with all applicable laws and regulations.
2. Automotive Partner shall be entitled to take appropriate measures, including suspension or immediate termination of the Membership, where, in its reasonable opinion, the Member is involved in fraud, money laundering, corruption, deception, criminal offences, serious breaches of integrity or any other conduct capable of damaging the reputation or integrity of Automotive Partner or its Members.
3. Automotive Partner shall not be required to await a criminal conviction, civil judgment or governmental decision before exercising its rights under this Article.

Article 18 Protection of the Network

1. The Member acknowledges that Automotive Partner's network constitutes an essential part of its business operations and represents significant commercial value.

2. The Member shall refrain from any conduct that may diminish, undermine or adversely affect that value.
3. Without the prior written consent of Automotive Partner, the Member shall not:
 - a. actively solicit other Members for participation in a competing network;
 - b. establish or participate in competing communities based upon relationships established through Automotive Partner;
 - c. systematically encourage Members to terminate their Membership;
 - d. disclose confidential information concerning the network to third parties.
4. Any breach of this Article shall entitle Automotive Partner to terminate the Membership with immediate effect and to claim full compensation for all damages suffered.

Article 19 Use of Member Information

1. Contact details of Members are made available solely for purposes consistent with the objectives of Automotive Partner.
2. Without the prior written consent of Automotive Partner, Members shall not:
 - a. copy Member databases;
 - b. export contact information;
 - c. use Member information for large-scale marketing or acquisition activities;
 - d. include Member information in commercial databases;
 - e. disclose Member information to third parties.
3. Members shall process all personal data strictly in accordance with applicable privacy legislation.
4. Any breach of this Article shall result in the Member immediately forfeiting a contractual penalty of **EUR 5,000** for each violation, increased by **EUR 500** for each day the violation continues, without prejudice to Automotive Partner's right to claim full compensation for all damages suffered.

Article 20 WhatsApp Communities and Digital Communications

1. Automotive Partner may use WhatsApp, Signal, e-mail, member portals and other digital communication channels in connection with its Services.
2. Messages sent through such communication channels shall be deemed to have been validly sent.
3. Automotive Partner shall not be liable for interruptions, restrictions, failures or discontinuation of services provided by third parties, including but not limited to WhatsApp, Meta or other communication providers.

4. The Member is responsible for maintaining correct notification settings and for reviewing communications in a timely manner.
5. Automotive Partner reserves the right to modify the date, location, programme, speakers, schedule or other aspects of any Event where organisational, practical or other circumstances reasonably require such modification. Such changes shall not entitle the Member to any refund, compensation or termination of the Agreement.

Article 21A Events

1. Automotive Partner may organise physical, digital and hybrid events as part of its Services, including networking events, knowledge sessions, training courses, masterclasses, webinars, company visits and other professional gatherings.
2. Participation in Events shall be entirely voluntary and at the Member's own expense and risk.
3. Automotive Partner reserves the right to modify, postpone, relocate or cancel any Event.
4. Automotive Partner may refuse admission to any participant whose conduct may, in Automotive Partner's reasonable opinion, adversely affect the safety, order or objectives of the Event.
5. Photographs and video recordings may be made during Events for reporting, promotional and marketing purposes.
6. By participating in an Event, the Member grants Automotive Partner permission to use such photographs and recordings unless the Member has objected in writing prior to the Event.
7. Networking events, knowledge sessions and other Events form part of the Services provided by Automotive Partner but do not constitute separate contractual performances to which the Member may independently lay claim.
8. Automotive Partner shall determine, at its sole discretion, the number, frequency, content, duration, format and location of its Events.
9. Automotive Partner shall not be obliged to organise a minimum number of Events during any calendar year.
10. The absence of Events or the organisation of fewer Events than in previous years shall not entitle the Member to any refund, discount, compensation or termination of the Agreement.
11. Automotive Partner reserves the right to restrict participation in particular Events to selected Members, for example based on capacity, subject matter, geographic region or Membership category.

Article 21B Participation in Events

1. Automotive Partner reserves the right to determine the maximum number of participants for each Event.
2. Registrations shall generally be processed on a first-come, first-served basis unless Automotive Partner decides otherwise.
3. Automotive Partner may refuse or cancel a registration where this is necessary for organisational, security or quality reasons.
4. Members who are unable to attend an Event shall notify Automotive Partner as soon as reasonably possible. Automotive Partner may apply a no-show policy and may restrict participation in future Events where a Member repeatedly fails to attend without prior notice.

Article 22 Suspension and Removal from the Community

1. Automotive Partner shall be entitled to temporarily or permanently suspend or remove a Member from one or more Communities where, in its reasonable opinion, there is evidence of:

- a. violation of these General Terms and Conditions;
 - b. inappropriate, disruptive or unprofessional conduct;
 - c. conduct causing reputational damage;
 - d. non-payment or payment default;
 - e. misuse of the network;
 - f. violation of applicable laws or regulations.
2. Automotive Partner shall not be required to issue a prior warning before taking measures under this Article.
 3. Suspension or removal from a Community shall not entitle the Member to any refund of Membership Fees already paid.
 4. Suspension or removal from a Community shall not affect any other obligations of the Member under the Agreement.

CHAPTER IV

Services, Knowledge Base, Suppliers and Disclaimers

Article 23 Scope of the Services

1. Automotive Partner provides its Members with access to a professional business network within the Dutch automotive industry.
2. The Services may include, without limitation:
 - a. private Communities;
 - b. networking events;
 - c. knowledge sharing;
 - d. access to Specialists;
 - e. supplier networks;
 - f. Template Documents;
 - g. the Knowledge Base;
 - h. digital information services;
 - i. webinars, training courses and masterclasses;
 - j. Artificial Intelligence (AI) functionalities; and
 - k. such other Services as Automotive Partner may offer from time to time.
3. Automotive Partner shall determine, at its sole discretion, the nature, scope, composition and manner in which the Services are provided.

4. Automotive Partner reserves the right to expand, modify, suspend or discontinue all or part of the Services where it reasonably considers this necessary for the quality, security, continuity or further development of its organisation.
5. Automotive Partner does not guarantee that every component of the Services will remain available throughout the entire duration of the Membership.

Article 24 Specialists

1. Automotive Partner may provide Members with access to one or more Specialists. Such Specialists may offer general guidance in areas including, but not limited to:
 - business operations;
 - human resources;
 - employment law;
 - legal matters;
 - taxation;
 - financing;
 - insurance;
 - purchasing;
 - sales;
 - marketing;
 - digitalisation;
 - technical matters;
 - legislation and regulatory compliance; and
 - entrepreneurship.
2. Any assistance provided by Specialists is intended solely for general guidance and knowledge sharing.
3. Automotive Partner shall determine at its sole discretion which Specialists participate in the network and reserves the right to appoint, replace or remove Specialists at any time.
4. Specialists do not perform a complete review of the Member's individual circumstances, factual situation or legal position when responding to questions.
5. Information provided by Specialists shall not constitute personalised legal, tax, financial, technical or other professional advice.
6. Where Automotive Partner or the Specialist considers that a question requires tailored professional advice, the Member shall be advised to engage its own independent adviser.
7. Neither Automotive Partner nor any Specialist shall be liable for any loss, damage or liability arising from a Member acting upon information provided by a Specialist.

Article 25 Suppliers, Business Partners and Preferred Partners

1. Automotive Partner may introduce or recommend Suppliers, service providers, preferred partners and other business partners to its Members.
2. Automotive Partner carefully selects Suppliers and business partners and seeks to cooperate with organisations that, in its opinion, provide high-quality products or services. However, any introduction or recommendation shall never constitute a guarantee or warranty regarding such parties or their products or services.

3. Automotive Partner is under no obligation to recommend every Supplier or service provider operating within a particular sector.
4. Any agreement entered into between a Member and a Supplier, business partner or preferred partner shall be concluded exclusively between those parties. Automotive Partner shall not be a party to such agreement and accepts no responsibility for its performance.
5. Automotive Partner shall not be liable for any loss, costs, delays, defects, deficiencies or other consequences arising from products or services supplied by Suppliers, business partners or preferred partners.
6. Each Member remains solely responsible for assessing the suitability of any Supplier or business partner and for evaluating the terms and performance of any agreement concluded with such party.
7. Automotive Partner may receive commercial compensation, commissions, sponsorship contributions or other financial or non-financial consideration in connection with introducing or recommending Suppliers, business partners or preferred partners.
8. Any such compensation shall not affect the Member's independent responsibility to determine whether a Supplier or business partner is suitable for its intended purposes. Automotive Partner remains free to determine how it selects and presents its business partners.
9. Automotive Partner reserves the right to expand, modify or discontinue its network of Suppliers, business partners and preferred partners at any time.
10. Suppliers, business partners and preferred partners may be offered opportunities to present themselves within the network, during Events, on the Platform or through other communication channels. Such presentations do not create any rights for Members and shall not imply exclusivity or preference over other providers.

Article 26 Knowledge Base and Information Services

1. Automotive Partner may provide Members with access to a digital Knowledge Base.
2. The Knowledge Base may include articles, manuals, videos, downloads, presentations, AI-generated content, practical examples and other informational resources.
3. Automotive Partner endeavours to provide accurate, carefully prepared and up-to-date information but does not warrant that any information is complete, accurate or current.
4. Laws, regulations, case law and developments within the automotive industry may change over time, resulting in information becoming outdated or incomplete.
5. Automotive Partner shall not be under any obligation to continuously update documents or information contained within the Knowledge Base.

Article 27 Template Documents

1. Automotive Partner may make Template Documents available to Members, including but not limited to:
 - employment agreements;
 - consignment agreements;
 - purchase agreements;
 - test-drive forms;
 - loan agreements;
 - non-disclosure agreements;
 - business documentation; and
 - other templates.

2. Template Documents are provided solely as general examples and practical guidance.
3. Template Documents are not prepared for the specific circumstances of any individual Member.
4. Automotive Partner does not warrant that any Template Document is suitable for a particular business, transaction or legal situation.
5. The Member remains solely responsible for determining whether a Template Document is appropriate for its own business.
6. Automotive Partner strongly recommends that Members obtain independent professional advice regarding significant legal, tax, financial or employment-related matters.
7. No rights may be derived from any Template Document.
8. Automotive Partner does not guarantee that Template Documents will reflect future changes in legislation or regulations. The Member remains responsible for verifying the continued suitability and legal validity of any Template Document before use.

Article 28 Artificial Intelligence (AI) and Digital Tools

1. Automotive Partner may use Artificial Intelligence (AI) and other automated technologies in providing its Services.
2. AI-generated texts, analyses, documents, summaries, recommendations or other outputs are provided solely for general informational purposes.
3. AI-generated output shall never constitute legal, tax, financial, technical or other professional advice.
4. Automotive Partner does not warrant that AI-generated output is complete, accurate, error-free or suitable for any specific purpose.
5. The Member remains solely responsible for determining how AI-generated output is interpreted and used.
6. AI-generated output may contain inaccuracies, omissions or outdated information. Automotive Partner strongly recommends that Members critically assess all AI-generated content and obtain independent professional advice where the nature or importance of the matter reasonably requires it.

Article 29 General Disclaimer

1. All information provided by Automotive Partner, regardless of the format in which it is made available, is supplied solely as general information.
2. This includes, without limitation:
 - documents;
 - template agreements;
 - manuals;
 - checklists;
 - presentations;
 - webinars;
 - videos;
 - downloads;
 - knowledge articles;
 - AI-generated content;
 - Community messages;
 - responses provided by Specialists;
 - verbal communications; and

- all other forms of Content.
- 3. Automotive Partner does **not** provide legal, tax, financial, technical, employment law or any other regulated professional advice.
- 4. Members remain solely responsible for:
 - a. verifying the accuracy and applicability of any information;
 - b. assessing the suitability of any document;
 - c. all business decisions made on the basis of information received; and
 - d. engaging independent professional advisers whenever the circumstances reasonably require.
- 5. Automotive Partner does not guarantee that any information provided is suitable for the Member's individual circumstances.
- 6. Automotive Partner shall not be liable for any loss, damage or liability arising from the use of information, documents, AI-generated output, Specialist responses or other materials provided by Automotive Partner.
- 7. No rights may be derived from any information or Content made available by Automotive Partner.

Article 30 Availability of the Platform

1. Automotive Partner shall use reasonable efforts to maintain the availability of its digital Services.
2. Automotive Partner does not guarantee that its websites, Communities, member portals, software or other digital systems will operate without interruption or be continuously available.
3. Automotive Partner may perform maintenance, updates or other work that temporarily restricts or interrupts the availability of the Platform or Services.
4. Interruptions or failures caused by third parties, including hosting providers, internet service providers, Meta, WhatsApp, Microsoft, OpenAI or other software providers, shall be at the Member's own risk.
5. Temporary unavailability of the Platform or any part of the Services shall not entitle the Member to any refund, compensation, suspension of payment or termination of the Agreement.

CHAPTER V

Intellectual Property, Confidentiality and Use of Content

Article 31 Intellectual Property Rights

1. All intellectual property rights relating to the Services, Content and all other materials provided by Automotive Partner shall exclusively vest in Automotive Partner or its licensors. This includes, without limitation:
 - the trade name **Automotive Partner**;
 - logos;
 - corporate identity and branding;
 - the website;
 - the member portal;
 - the Knowledge Base;
 - Template Documents;
 - manuals;

- training materials;
 - webinars;
 - presentations;
 - videos;
 - downloads;
 - written content;
 - images;
 - AI-generated content;
 - software;
 - databases; and
 - all other Content made available by Automotive Partner.
2. Without the prior written consent of Automotive Partner, no part of the Services or Content may be:
- a. copied;
 - b. reproduced;
 - c. disclosed;
 - d. translated;
 - e. sold;
 - f. rented;
 - g. distributed;
 - h. commercially exploited; or
 - i. otherwise made available to any third party.
3. The Member is granted solely a personal, limited, non-exclusive, non-transferable and revocable licence to use the Services during the term of the Membership.
4. Upon termination of the Membership, every licence and right of use granted under the Agreement shall automatically expire, unless Automotive Partner has expressly agreed otherwise in writing.

Article 32 Use of Documents

1. Documents made available by Automotive Partner may only be used for the internal business operations of the Member.

Without the prior written consent of Automotive Partner, it is expressly prohibited to:

- resell Template Documents or other Content;
- publish any documents or Content;
- distribute documents or Content to third parties;
- commercially exploit documents or Content;
- incorporate documents into other knowledge bases;
- integrate documents into software, applications or digital platforms; or
- use documents for educational, training or commercial purposes.

2. Upon termination of the Membership, the Member's right to access new documents, updates and future additions shall automatically cease.
3. Documents lawfully obtained during the Membership may only continue to be used internally within the Member's own organisation.
4. Automotive Partner reserves the right to modify, replace or remove documents at any time.

Article 33 Confidentiality

1. The Member shall treat as strictly confidential all confidential information obtained in connection with the Membership.

Confidential Information includes, without limitation:

- information originating from other Members;
 - commercial information;
 - pricing information;
 - profit margins;
 - supplier information;
 - business strategies;
 - knowledge shared within the Community;
 - documents contained in the Knowledge Base;
 - internal communications;
 - information provided by Specialists;
 - non-public information relating to Automotive Partner; and
 - any other information which the Member knows or ought reasonably to know is confidential.
2. This confidentiality obligation shall survive the termination of the Membership and remain in full force and effect thereafter.
 3. In the event of any breach of this Article, the Member shall immediately forfeit to Automotive Partner, without prior notice of default, a contractual penalty of **EUR 5,000** for each individual violation, increased by **EUR 500** for each day the violation continues, without prejudice to Automotive Partner's right to claim full compensation for all damages suffered.
 4. Unless required by mandatory law, Members shall not disclose or share with third parties any conversations, messages, documents, photographs, screenshots, recordings or other information originating from the Community, the Knowledge Base or any other restricted area of Automotive Partner without Automotive Partner's prior written consent.

Article 34 Use of Members' Trade Names and Logos

1. By entering into the Membership Agreement, the Member grants Automotive Partner a non-exclusive, royalty-free licence to use the Member's trade name, company name, trademarks and business logos for promotional and marketing purposes.
2. This permission includes, without limitation, use on:
 - the Automotive Partner website;
 - social media platforms;
 - presentations;
 - newsletters;
 - printed publications;

- promotional materials;
 - Events;
 - advertisements; and
 - other marketing communications.
3. Automotive Partner shall exercise reasonable care when using the Member's trade name, trademarks and logos and shall refrain from any use that could reasonably be regarded as misleading or damaging to the Member's reputation.
 4. The Member warrants that it owns, or is otherwise authorised to grant, the rights necessary for Automotive Partner to use the relevant trade names, trademarks and logos as described in this Article.
 5. The Member may withdraw the permission referred to in this Article by written notice to Automotive Partner. Such withdrawal shall only apply prospectively and shall not affect marketing materials or publications already produced or distributed before receipt of such notice.
 6. Automotive Partner shall not be liable for any indirect or consequential loss arising from the lawful use of the Member's trade name, trademarks or logos in accordance with this Article, unless such loss results from wilful misconduct or gross negligence on the part of Automotive Partner.

CHAPTER VI

Media, Liability, Force Majeure and Miscellaneous Provisions

Article 35 Photographs and Video Recordings

1. During Events, meetings, training sessions and other activities organised by Automotive Partner, photographs, video recordings and audio recordings may be made.
2. Automotive Partner is entitled to use such recordings for, among other things:
 - promotional purposes;
 - reporting;
 - social media;
 - newsletters;
 - the Platform;
 - printed publications; and
 - other marketing activities.
3. A Member who objects to the publication of recognisable images of himself or herself shall notify Automotive Partner in writing prior to the relevant Event.
4. Automotive Partner shall make reasonable efforts to respect such request but cannot guarantee that the Member will not appear incidentally in group photographs or recordings.

Article 36 Use of the Automotive Partner Brand

1. Without the prior written consent of Automotive Partner, no Member shall use the name, logo, corporate identity or any other distinctive signs of Automotive Partner.
2. Members shall refrain from any conduct that may create the impression that they are authorised to represent Automotive Partner or act on its behalf.
3. A Member may identify itself as an affiliated Member of Automotive Partner only for as long as its Membership remains valid.
4. Upon termination of the Membership, all use of the Automotive Partner name, logo and branding shall cease immediately.

Article 37 Publicity and Media

1. Members are not authorised to make statements on behalf of Automotive Partner to the press, television, radio, podcasts, trade publications, online media or other public communication channels unless prior written approval has been obtained.
2. Members shall refrain from any communication that could reasonably create the impression that it represents the official views of Automotive Partner.
3. No press release, interview, publication or other public communication referring to Automotive Partner as being represented by the Member may be issued without Automotive Partner's prior written consent.

Article 38 Exclusion of Liability

1. Automotive Partner performs solely a facilitating role.
2. Automotive Partner shall not be liable for any loss arising directly or indirectly from:
 - information provided by Specialists;
 - Suppliers, preferred partners or business partners;
 - agreements concluded between Members or between Members and third parties;
 - Template Documents;
 - the Knowledge Base;
 - AI-generated Content;
 - information contributed by Members;
 - webinars, training sessions or presentations;
 - Events;
 - interruptions or failures of websites, software, member portals or Communities; or
 - acts or omissions of third parties.
3. The Member acknowledges that it remains solely responsible for all business decisions and for the manner in which it uses the Services provided by Automotive Partner.

Article 39 Limitation of Liability

1. If Automotive Partner is held liable notwithstanding these General Terms and Conditions, its aggregate liability shall be limited to the total Membership Fees actually paid by the Member during the twelve (12) months preceding the event giving rise to the claim.
2. Where Automotive Partner's liability insurance provides cover and pays an amount lower than the limitation referred to above, Automotive Partner's liability shall be limited to the amount actually paid by the insurer, increased by any applicable deductible.
3. Any claim against Automotive Partner shall lapse unless submitted in writing, with a proper explanation, within thirty (30) days after the Member became aware, or reasonably should have become aware, of the alleged loss.
4. The limitations of liability contained in these General Terms and Conditions shall not apply where liability results from wilful misconduct or deliberate recklessness on the part of Automotive Partner or its senior management, insofar as such exclusion is not permitted under mandatory law.

Article 40 Protection of Associated Persons

1. Every exclusion, limitation of liability, indemnity and protective provision contained in these General Terms and Conditions shall also apply for the benefit of:
 - directors;
 - shareholders;
 - employees;
 - freelancers;
 - Specialists;
 - advisers;
 - Suppliers;
 - business partners;
 - preferred partners;
 - subcontractors;
 - affiliated companies; and
 - any other person engaged by Automotive Partner.
2. All persons referred to in paragraph 1 may invoke these provisions directly as if they were themselves parties to the Agreement.
3. The Member shall not bring claims directly against such persons unless mandatory law provides otherwise.
4. The Member shall indemnify Automotive Partner and the persons referred to above against any third-party claims arising from the Member's acts or omissions, insofar as permitted by law.

Article 41 Indemnification

1. The Member shall fully indemnify Automotive Partner against all third-party claims arising from the Member's acts or omissions.
2. This indemnity includes claims brought by:
 - customers;
 - Suppliers;
 - employees;
 - governmental authorities;
 - other Members; and
 - any other third parties.
3. Where Automotive Partner becomes involved in legal proceedings due to the conduct of a Member, the Member shall fully reimburse Automotive Partner for all resulting losses, liabilities and costs.

Article 42 Force Majeure

1. Force Majeure means any circumstance beyond the reasonable control of Automotive Partner that temporarily or permanently prevents performance of the Agreement.
2. Force Majeure shall include, without limitation:
 - internet failures;
 - hosting failures;
 - failures of Meta, WhatsApp or other communication platforms;

- failures of Microsoft, OpenAI or other software providers;
 - cyberattacks;
 - hacking;
 - ransomware;
 - power failures;
 - pandemics;
 - governmental measures;
 - war;
 - terrorism;
 - natural disasters;
 - strikes;
 - illness of personnel; and
 - unavailability of Specialists.
3. During a Force Majeure event, Automotive Partner's obligations shall be suspended.
 4. If the Force Majeure event continues for more than sixty (60) days, Automotive Partner may terminate the Agreement in whole or in part without liability.

Article 43 Complaints

1. Complaints regarding the Services must be submitted in writing within thirty (30) days after the Member discovered, or reasonably should have discovered, the matter giving rise to the complaint.
2. The Member shall allow Automotive Partner a reasonable opportunity to investigate and, where possible, remedy the complaint.
3. Filing a complaint shall not suspend the Member's payment obligations.
4. A complaint shall never entitle the Member to suspend payment, set off amounts or terminate the Agreement unless required by mandatory law or expressly agreed by Automotive Partner.

Article 44 Evidence

1. Automotive Partner's records shall constitute conclusive evidence of the legal relationship between the Parties, subject only to evidence to the contrary provided by the Member.
2. Electronic records, log files, e-mails, digital registrations, payment records and other digital administration maintained by Automotive Partner shall constitute valid evidence of the Agreement and its performance.

Article 45 Electronic Communications

1. Communications by e-mail, WhatsApp, member portals or other digital communication channels used by Automotive Partner shall be deemed legally valid.
2. The Member is responsible for keeping its contact details accurate and up to date.
3. Communications shall be deemed received at the moment they are sent by Automotive Partner unless the Member proves that receipt could not reasonably have occurred.

Article 46 Limitation Period

1. Any legal claim against Automotive Partner shall lapse unless legal proceedings are commenced within one (1) year after the Member became aware, or reasonably should have become aware, of both the damage and the party allegedly responsible, to the extent permitted by applicable mandatory law.
2. This Article does not affect any statutory limitation or prescription periods that cannot legally be excluded.

CHAPTER VII

Final Provisions

Article 47 No Waiver

1. Any failure or delay by Automotive Partner to exercise any right or remedy shall not constitute a waiver of that right or remedy.
2. Any decision by Automotive Partner not to enforce a provision in a particular case shall not create any right or expectation for future cases.
3. Any deviation from these General Terms and Conditions shall apply only to the specific case for which it has been agreed in writing.

Article 48 Privacy

Automotive Partner processes personal data in accordance with applicable privacy legislation, including the General Data Protection Regulation (GDPR), and its Privacy Statement.

Article 49 Amendments

1. Automotive Partner reserves the right to amend or supplement these General Terms and Conditions.
2. Amendments shall be communicated at least thirty (30) days before taking effect.
3. Continued use of the Membership after the effective date shall constitute acceptance of the amended General Terms and Conditions.

Article 50 Severability

If any provision of these General Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall replace the invalid provision with a valid provision that most closely reflects its original purpose.

Article 51 Governing Law and Jurisdiction

1. These General Terms and Conditions and all legal relationships between Automotive Partner and the Member shall be governed exclusively by the laws of the Netherlands.
2. The applicability of the **United Nations Convention on Contracts for the International Sale of Goods (CISG)** is expressly excluded.

3. The Parties shall use reasonable efforts to resolve disputes amicably before commencing legal proceedings.
4. Any dispute that cannot be resolved amicably shall be submitted exclusively to the competent court of the **District Court of Rotterdam (Rechtbank Rotterdam)**, unless mandatory law requires otherwise.

Article 52 Entire Agreement

These General Terms and Conditions, together with the digital registration, the selected Membership plan, the Privacy Statement, any SEPA Direct Debit Mandate and any written supplementary agreements, constitute the entire agreement between Automotive Partner and the Member.

Article 53 Governing Language

These General Terms and Conditions have been originally drafted in the Dutch language. The English version is provided solely for the convenience of international Members.

In the event of any conflict, inconsistency or ambiguity between the Dutch version and the English translation, the Dutch version shall prevail and shall be legally binding upon the Parties.

Article 54 Entry into Force

These General Terms and Conditions enter into force on **1 July 2026**, replace all previous versions of the General Terms and Conditions used by Automotive Partner.