

GENERAL TERMS AND CONDITIONS

MyTeamPerformance

ARTICLE 1. | DEFINITIONS

1. Team Performance BV: the user of these General Terms and Conditions, having its seat of business in 's-Hertogenbosch., registered in the Trade Register under Chamber of Commerce number 54704243.
2. Counterparty: the natural or legal person, at least acting in the execution of a profession, enterprise or association, with who Team Performance BV has concluded an agreement.
3. Agreement: any agreements concluded between Team Performance BV and the Counterparty, with which Team Performance BV has committed for a certain period to the making available for the benefit of users of MyTP (MyTeamPerformance).
4. User: any natural person that in the framework of the agreement concluded with the Counterparty can make use of MyTP.
5. MyTP: <https://my-tp.com> on which the services of Team Performance BV are offered to users.
6. Content: the data, files and other materials such as videos, photos, portfolio, questionnaires, agenda-items and Name, Address and Residence data of users, that are published, uploaded, managed and used by users by means of MyTP to be shared with fellow users.
7. In writing: both traditional written communication as communication per e-mail.

ARTICLE 2. | GENERAL CONDITIONS

1. These General Terms and Conditions are applicable to each offer of Team Performance BV, any agreement concluded as well as any use of MyTP by the users.
2. These General Terms and Conditions are applicable with exclusion of the general terms and conditions possibly used by the Counterparty, which last general terms and conditions are explicitly rejected.
3. If and to the extent that what has been agreed explicitly in writing, deviates from the stipulations in these General Terms and Conditions, then shall apply what has been agreed explicitly differently in writing.
4. Invalidation or invalidity of one or more of the present stipulation does not affect the validity of the other stipulations. In a prevalent case parties are obliged to enter into mutual consultation to arrange for a substituting arrangement for the affected stipulation. Thereby as much as possible the purpose and the tenor of the original stipulation will be observed.

ARTICLE 3. | CONCLUSION OF THE AGREEMENT

1. The agreement is concluded by offer and acceptance. After the agreement has been concluded, the Counterparty by means of his e-mail address and password has access to MyTP. The text of these General Terms and Conditions will be made available to the Counterparty before or at the conclusion of the agreement, or on MyTP. The Counterparty can dissolve the agreement till he has explicitly accepted these General Terms and Conditions.
2. Team Performance BV grants to persons designated as "Admin" or "Organisation Admin" access to MyTP, which persons can create accounts on MyTP for other users. To the extent that form the nature of the tenor of the stipulations nothing different derives, should each user comply with the content of these General Terms and Conditions. The Counterparty is liable for the compliance with the obligations that are imposed on the basis of these General Terms and Conditions to fellow users, notwithstanding the lawful claims that Team Performance BV may have on the separate user.
3. Each user is at all times obliged to keep his password secret. All activities that are executed on the account of the user, shall be imputed to the Counterparty.

ARTICLE 4. | CONTENT AND TENOR OF THE AGREEMENT

1. Except the limitations in these General Terms and Conditions shall Team Performance BV make available MyTP during the tenor of the agreement for the users.
2. MyTP concerns an online communication platform on which “staff members” and other users, except for the stipulations in the following and remainder of this section can keep up to date and share video images, performances of individual persons, teams, clubs or associations. The Counterparty can design MyTP according to his own wishes with among others a portfolio, specific questionnaires, calendar-items and Name, Address and Residence data of users. Not all of the aforementioned functionalities are available for each user; “Staff members” have access to functionalities that are not available to other users.
3. The agreement states for which team(s) of the Counterparty MyTP is made available and which quantity of data can be used. If such is agreed further, then Team Performance BV shall make available to the Counterparty a larger quantity of data against a further agreed extra fee. The tenor of the agreement is not influenced by the allocation of a larger quantity of data.
4. MyTP knows only those functionalities that are stated explicitly in the offer. For the absence of functionalities not stated explicitly in the offer Team Performance BV bears no liability whatsoever.
5. Team Performance BV regulates the communication between users not content wise. Team Performance BV has no control over, and is not responsible for the quality, safety, legality, integrity or correctness of messages or files published by the users by means of MyTP and bears in that matter no liability whatsoever.
6. The agreement is being concluded for a certain tenor of one year, unless explicitly agreed differently. If the agreed tenor has expired, the agreement ends by law, unless the agreement against the end of the agreed tenor is extended explicitly for again a defined period.

ARTICLE 5. | PAYMENT

1. The price due by the Counterparty should be paid before the availability of MyTP by means of a bank transfer. Extra prices in connection with extension of data as referred to in article 4.3. will be invoiced in between.
2. Upon each extension of the agreement Team Performance BV is authorised to change the agreed prices.
3. Payments need to take place within the term stated on the invoice, in the manner prescribed by Team Performance BV. Team Performance BV is not sooner obliged to give execution to the agreement than after the agreed payment in advance has been made.
4. If timely payment remains absent, then the default of the Counterparty will emerge by law, unless the invoice relates to extension of the agreement, in which case the agreement as a consequence of the non timely receipt of the concerned payment ends by law on the moment that the agreed tenor has expired.
5. From the moment that the default of the Counterparty emerges, he is liable to pay an interest of 1% per month over the due amount, whereby a part of a month is regarded as a full month.
6. All reasonable costs, both in-court and execution costs, made for the obtaining of amounts due by the Counterparty, will be for his account.

ARTICLE 6. | PLACING AND USE OF CONTENT ON MyTP

1. The user is responsible for inspection on among others quality, quantity and security of the content placed on MyTP by fellow users and that this content is free of viruses or other parts that can cause damage to the soft or hardware of the user.
2. The user warrants that he is the full authorised party with regard to the content that he, by means of MyTP, publishes, uploads, manages and uses and furthermore that he is fully authorised and competent to publish, upload, manage and use the content on MyTP. In case of the least doubt with regard of the legality of the content to be placed, the user needs to refrain from it.
3. The user shall not abuse the services of Team Performance BV and shall refrain from the distribution or letting be published of forbidden and/or illegal content.

4. The user warrants that the data provided by and placed on MyTP does not violate the (intellectual property) rights of third parties. The user shall safeguard Team Performance BV against all claims of third parties in that matter.
5. Team Performance BV is authorised, if he deems to have well founded reasons for that, remove the content placed by the user on MyTP, without that Team Performance BV is any way liable towards the user or third parties as a consequence of such a removal. The user can give notice of illegal content placed by fellow users to Team Performance BV.

ARTICLE 7. | SUSPENSION AND DISSOLUTION

1. A violation of the stipulations in these General Terms and Conditions gives Team Performance BV the right to dissolve the agreement with immediate effect, unless the violation on the basis of the minor importance thereof, does not justify dissolution of the agreement.
2. Furthermore Team Performance BV is authorised to suspend the execution of the agreement or to dissolve the agreement with immediate effect, if circumstances that come to the knowledge of Team Performance BV give good ground to fear that the Counterparty shall not or not fully comply with his obligations.
3. If the Counterparty is in a state of bankruptcy, any attachment to his goods is made or in cases in which Counterparty is otherwise not able to dispose freely over his wealth, then Team Performance BV is authorised to dissolve the agreement with immediate effect, unless the Counterparty has already provided sufficient surety for the payments due and yet to become due by him.
4. Furthermore Team Performance BV is authorised to dissolve the agreement if circumstances arise which are of such a nature that compliance with the agreement is impossible or that an unchanged maintaining thereof in reasonableness cannot be expected of him.
5. Never, by the Counterparty or other users, shall a claim be made to any form of compensation for damages in connection with the right of suspension and dissolution executed on the basis of this article by Team Performance BV.
6. Unless this cannot be imputed to him, all damage to be incurred by Team Performance BV in connection with the suspension or dissolution of the agreement shall be for the account of the Counterparty.
7. If Team Performance BV dissolves the agreement on the basis of this article, then all claims on the Counterparty are immediately payable upon demand.

ARTICLE 8. | ABUSE

1. Behaviour to be qualified as abuse is strictly forbidden. Under abuse will be understood without limitation the deliberately causing, with regard to MyTP or servers of Team Performance BV or third parties, of disruptions or defects and the violation in any other manner of the software or systems of Team Performance BV or third parties.
2. It is forbidden for the Counterparty to use MyTP for illegal actions, for actions that are in violation with the general applicable norms and for the commitment of acts punishable by law. Hereunder is understood among others violating any (intellectual) property rights of Team Performance BV or third parties, the spreading of secret or confidential information, the improper, illegal and criminal distribution of among others texts, image material including racist expressions, pornography, criminal data traffic, sexually tainted expressions and illegal violations on the systems on which the services of Team Performance BV are dependent, including the spreading of viruses, worms et cetera. It is furthermore forbidden for the Counterparty to distribute threatening and intimidating expressions by means of MyTP.
3. With regards to illegal video content and/or video content violating the rights of Counterparty or third parties, insulting content and other behaviour to be qualified as abuse, third parties can submit a complaint to Team Performance BV. If Team Performance BV deems a complaint founded, then it is authorised to remove the concerned content in whole or in part and to the extent that the law so permits, to pass on the personal data of the concerned person to the competent authorities

ARTICLE 9. | LIABILITY AND SAFEGUARD

1. Except for wilful intent or conscious negligence by Team Performance BV, any liability of Team Performance BV for damage suffered in connection with the execution of the agreement by

Counterparty is excluded. In particular Team Performance BV is not liable for the cases as referred to in the following sections and the remainder of these General Terms and Conditions.

2. Authorised users determine which data are placed on MyTP. Team Performance BV is not obliged to take notice of whether the content placed by the users on MyTP is illegal or misleading. Team Performance BV therefore accepts no liability whatsoever for the data stored or exchanged with the aid of MyTP. The user shall safeguard Team Performance BV from all claims of third parties that are based on the argument that the data stored and/or exchanged by the user by means of MyTP are illegal.
3. Team Performance BV is not liable for damage as a consequence of unauthorised use of e-mail addresses and passwords on MyTP.
4. Team Performance BV shall make an effort to optimise the correct operation and the accessibility of MyTP and the services. However Team Performance BV cannot warrant that the facilities on MyTP are available without limitation and that facilities on MyTP function without problems. All liability of Team Performance BV in that matter is excluded.
5. Team Performance BV is at all times authorised to (let) suspend the use of MyTP or parts thereof temporarily if this in its opinion is desirable regarding maintenance, adaptation or improvement of the application or the servers of Team Performance BV or third parties. All liability of Team Performance BV as a consequence of inaccessibility of MyTP or parts thereof is excluded.
6. Team Performance BV is not liable for programming errors on MyTP. Furthermore Team Performance BV is not liable for viruses or other damaging components that by means of MyTP or servers of Team Performance BV or third parties cause damage to the hard- or software of the user.
7. If MyTP contains links, for instance by means of hyperlinks, to the websites of third parties, Team Performance BV is never liable for the content of these websites.
8. Team Performance BV makes efforts according to all reasonableness in the MyTP and its systems to protect these against any form of illegal use by third parties. Team Performance BV is however never liable for violation of (intellectual property) rights of the user by third parties, as well as for damage as a consequence of loss or damaging of data provided by the user.
9. The Counterparty or User is, towards Team Performance BV, liable for damage that is caused by him as a consequence of the distribution, by means of the systems of Team Performance BV, of viruses, worms et cetera, as well as for damage as a consequence of other actions that influence the proper working of MyTP or parts thereof.
10. To the extent that, despite the stipulations in these General Terms and Conditions, any liability would rest on Team Performance BV, then this liability towards the Counterparty on whichever basis, is at all times limited per event (whereby a related series of events will be regarded as one event) to the fees actually paid in the current calendar year by Team Performance BV (excl. VAT) from which the liability of Team Performance BV has emerged.
11. Team Performance BV is in any case never liable for missed profits, incurred losses, damage as a consequence of enterprise stagnation, other consequential damage, loss of content and immaterial damage, in connection with the use of MyTP and the remainder of the execution of the agreement by Team Performance BV.
12. Precondition for the emerging of any right to compensation for damages is that the Counterparty directly after the emerging or the (possible) discovery of the damage makes notice thereof in writing to Team Performance BV. Any claim to compensation for damages is forfeited if the Counterparty does not make reclamation in that matter within expedient time to Team Performance BV, which term in any case expires after 12 months after the emergence of the claim.
13. If and to the extent that the user violates the stipulations in these General Terms and Conditions or any prescription by law, the user shall safeguard Team Performance BV of all damages and claims deriving therefrom of third parties. The user shall safeguard Team Performance BV also against all other claims of third parties in connection with the use of the services offered by Team Performance BV. Furthermore shall safeguard the Counterparty Team Performance BV against all claims of fellow users in any connection with the execution of the agreement by Team Performance BV.

ARTICLE 10. | INTELLECTUAL PROPERTY OF TEAM PERFORMANCE BV

1. All databank, copyrights and other rights of Intellectual property on the software, the domain name of Team Performance BV, MyTP and parts thereof, including the design, operation, images and sounds, belong to Team Performance BV or its licensors. It is forbidden for the Counterparty to multiply, change, in any way reproduce this material, to provide it to third parties or to use it for commercial purposes.
2. It is not permitted for the user to make illegible, remove, hide or change notifications or statements with regard to the intellectual property rights.

ARTICLE 11. | PRIVACY STATEMENT

MyTeamPerformance, located at the Eerste Morgendreef 7, 5233NC in 's-Hertogenbosch, is responsible for handling the personal data shown in this privacy statement.

Contact details:

MyTeamPerformance
<https://my-tp.com>
Eerste Morgendreef 7
5233NC 's-Hertogenbosch
+31 6 13 10 77 59

Gijs van Heumen is responsible for MyTeamPerformance he can be reached at g.vanheumen@my-tp.com

Personal data we handle

MyTeamPerformance handles personal data because you are using our services.

Here is the overview of the personal data we handle:

- First and lastname
- Gender
- Date of birth
- Adress
- Phone numbers
- E-mailaddresses
- Other personal data that you give us in your profile on the website or in correspondence
- Internetbrowser and device type (for technical support)

Sensitive data we handle

Our website has no intent of storing information of people that are younger than 16 years. Unless given permission by their parents or guardian. Since we are unable to check this fact please make sure you as a parent keep track of you child's internet behavior. If you feel that we did store date of a minor please contact support@my-tp.com so we can remove the information.

What is the purpose of the stored data

MyTeamPerformance handles your personal data for the following reasons:

- To allow you to create an account on our site
- To keep track of your team and team members
- To easily communicate with your team members

How long we keep your personal data

MyTeamPerformance stores your basic personal data after you are removed from a team to easily re-create your account when switching to an other team or organisation. If you don't want us to store this data after you are removed from a team you can request the removal by sending an e-mail to support@my-tp.com.

Sharing personal data with 3rd parties

MyTeamPerformance will only share personal data for legal purposes.

Cookies

MyTeamPerformance only uses functional cookies. These cookies will make sure that our site works as expected.

You can disable cookies in your browser. You can also remove all cookies stored in your system through the settings of your browser.

Viewing, changing and removing data

You have the right to view, change and/or remove your personal data. You can do this in your personal profile on the site. You can also request all personal data we stored about you and/or your team or organisation.

To request this data please contact support@my-tp.com

To make sure you are the person requesting the data we will ask you to send a copy of your id. Please make sure all MRZ's and personal numbers are blacked out for privacy reasons. We will make sure to send you all data within the period of 4 weeks.

Please note that you can always file a complaint with the Autoriteit Persoonsgegevens. You can do this via <https://autoriteitpersoonsgegevens.nl/nl/contact-met-de-autoriteit-persoonsgegevens/tip-ons>

How we protect your personal data

MyTeamPerformance makes sure that we protect your data to the best of our ability. We will try to make sure that loss, unattended access or revelation of your personal data is impossible. To do this we always keep backups and our servers are always up-to-date, all communication is done over HTTPS connections using security certificates.

If you however feel that your data is not secured properly please contact us via support@my-tp.com

ARTICLE 12. | FINAL CLAUSES

1. Solely the laws of the Netherlands apply to any agreement, any use of MyTP and all legal relations deriving therefrom between parties.
2. Team Performance BV is always authorised to change these General Terms and Conditions. The most recent version of these General Terms and Conditions can be consulted on MyTP. If a new version of these General Terms and Conditions has been issued, then these must be accepted before continuing the use of MyTP.
3. Before turning to the courts, parties are obliged to make an optimal effort to resolve the dispute in mutual consultation.
4. Unless the law deviates thereof mandatorily, solely the competent court within the district of the seat of business of Team Performance BV is designated to take knowledge of disputes.