

General Terms and Conditions

Human Behaviour Group BV · Version 3.0 · July 2026

Welcome to Human Behaviour Group. We help people, teams and organisations with behavioural insight, and we like to do that in a clear and fair way. So here, in plain language, is what we may expect from each other. Short where possible, precise where necessary. This is a translation of the Dutch "Algemene voorwaarden v3.0"; in the event of any discrepancy, the Dutch version prevails.

1. Who we are and when these terms apply

1. Human Behaviour Group BV (HBG), registered office in Zwolle, offices at Flemingweg 8, 2408 AV Alphen aan den Rijn, the Netherlands, Chamber of Commerce 99232367, VAT NL868884418B01, reachable via start@humanbehaviourgroup.com.
2. These terms apply to all our offers, agreements, training, coaching, e-learning, assessments, the HBG portal and all other HBG services and products.
3. If we conclude a separate agreement or annex with you, the following order applies in the event of conflict: first the assignment confirmation or price annex, then the agreement, then these terms.
4. Your own purchasing or other terms do not apply, unless we agree so in writing.

2. A few definitions

1. **You / client:** the party purchasing from us or creating an account.
2. **Consumer:** a natural person not acting in the course of a profession or business.
3. **Participant:** the person actually taking part in a training, coaching, assessment or e-learning.
4. **Portal / platform:** HBG's online environment(s), including myhbg.app (including subdomains), app.humanbehaviourgroup.com and the supplier assessment platforms provided via HBG.
5. **Materials:** everything we create or supply, such as training courses, models, texts, videos, assessments, reports, workbooks, software and methodologies.

3. When do we have an agreement?

1. An agreement is formed as soon as you accept our offer: in writing, digitally (a checkbox or digital signature in the portal) or by email.
2. If you create a portal account or digitally sign an agreement, you thereby confirm these terms. You also receive them as a pdf by email so you can always re-read them. Of every confirmation and digital signature we record an evidence trail: name, document version, date and time, IP address and document hash. We retain this trail and you can request it via your account or via start@humanbehaviourgroup.com.
3. We work with adults (18+). If you are younger, we need written consent from your parent or guardian.
4. An obvious mistake or clerical error in our offer does not bind us.

4. Prices and payment

1. The price is stated in the quotation, the price annex or on the order page. No surprises afterwards. If the assignment changes substantially, we first make new price arrangements.
2. Prices exclude VAT unless stated otherwise. For consumers we state prices including VAT.

3. For assignments we invoice 50% on assignment and 50% no later than 7 days before the start, unless agreed otherwise. The payment term is 14 days from the invoice date.
4. If you do not pay on time, we first send a reminder with 14 extra days. If payment then still fails to arrive, you are in default without further notice and we may charge statutory (commercial) interest and extrajudicial collection costs in accordance with the statutory scale.
5. In the event of default we may suspend our services and portal access until payment is received. We always notify you first.

5. Cooling-off period for consumers

1. If you buy at a distance as a consumer (for example online), you have a statutory 14-day cooling-off period during which you may cancel without reason and receive a refund.
2. The cooling-off period lapses if you start an e-learning or other digital content immediately and expressly waive your right of withdrawal. We ask you this explicitly when ordering.
3. If a training or trajectory starts within the cooling-off period at your request and you then cancel, you pay pro rata for what has already been delivered.

6. Cancellation and rescheduling

1. Rescheduling is possible once, free of charge, up to 8 weeks before the start.
2. When cancelling a training or trajectory: up to 8 weeks before the start only the costs actually incurred; 8 to 4 weeks 25%; 4 to 2 weeks 50%; within 2 weeks 75%; within 1 week 100% of the agreed amount.
3. Individual sessions can be rescheduled free of charge up to 72 hours in advance. After that, the agreed rate applies.
4. For consumers this arrangement applies only insofar as reasonable; your statutory rights (including Article 5) always prevail.
5. In the event of force majeure on our side (for example trainer illness) we first look for an equivalent substitute or a new date. If that fails, you get the amount for the undelivered part back.

7. How we work: our commitment

1. We put in all our expertise, care and attention. Behaviour, however, is not an exact science: we promise a professional effort, not a specific end result.
2. We may engage qualified partners and suppliers for delivery. We remain your point of contact.
3. You ensure that we receive the correct information and cooperation needed for the assignment in good time.

8. Atmosphere and safety during training

1. We expect a constructive attitude from everyone and respect for the safety of the group.
2. If a participant deliberately and seriously disrupts the training, the trainer may exclude that participant from (the remainder of) the session. We always discuss the follow-up with you afterwards.
3. In the event of exclusion for deliberate misconduct there is no right to a refund for the missed part, unless reasonableness dictates otherwise.
4. Come fresh and safe: loose jewellery and sharp objects stay in your bag during physical working formats.

9. No medical services

1. Our services are aimed at personal and professional development. We are not doctors, psychiatrists or clinical psychologists and do not provide care or therapy.
2. If you notice (or we notice) that other help is needed, we discuss it honestly and refer you to an official care provider. Your health and safety always come first.

10. Portal, software and e-learning

1. Your account and login details are personal. Sharing them is not allowed.
2. You use the portal and the assessments only for legitimate professional purposes and in accordance with the accompanying instructions.
3. We do our best to keep the portal available and to resolve outages quickly. For components we purchase from suppliers we depend on their availability; an outage there constitutes force majeure for us.
4. We may maintain, renew and change portal functionality. We announce significant changes.
5. In the event of misuse, account sharing or use contrary to these terms, we may block access. We will inform you and discuss it.
6. Supplier assessment platforms (such as Ensize Navigator) may carry additional supplier terms of use. You receive these with your access.
7. Buying credits or bundles for assessments? These are valid as stated in the offer (indefinitely if nothing is stated), intended for use within your own organisation, and are not taken back or refunded after purchase, except insofar as you have statutory consumer rights (Article 5). If HBG definitively stops supplying an assessment platform, remaining credits do not lapse: we ensure they remain serviced by the platform owner or a succeeding supplier.

11. Intellectual property

1. All rights to our materials rest and remain with HBG or its licensors. You buy use, not ownership.
2. You receive a personal, non-transferable licence to use the materials for the purpose for which you purchased them: learning, applying within your own organisation, or delivery under your agreement with HBG.
3. Without our written consent you may not copy, publish, distribute, sell or adapt materials, create derivative products from them, or use them to develop or train a competing product or an AI model.
4. Sharing a photo or short quote on social media is fine, credited to "Human Behaviour Group". Never create the impression that our materials are your property.
5. If you act contrary to this article, we terminate the licence with immediate effect and you owe an immediately payable penalty of € 5,000 per breach plus € 250 per day the breach continues, without prejudice to our right to full damages.

12. Image and sound

We sometimes take photos or videos during training sessions and events for our communications. We always ask for your consent separately, per occasion. Saying no has no consequences whatsoever and consent can always be withdrawn. Consent is therefore never "hidden" in these terms.

13. Confidentiality

1. Everything you share with us in confidence within the collaboration is treated confidentially by us. We ask the same of you regarding our confidential information.

2. This obligation continues after the agreement ends.
3. We only report on an individual participant to an employer or client with that participant's prior consent.

14. Privacy

How we handle personal data is set out in our Privacy Statement. Where we process personal data on behalf of your organisation (for example assessments of your employees or clients), our Data Processing Agreement additionally applies. Both can be found in the portal and on our website.

15. Liability

1. Our liability is limited to the amount you paid us for the assignment concerned, with a maximum of the fees over the last 12 months for ongoing services.
2. We are not liable for indirect damage, such as consequential damage, lost profit or loss of data, to the extent permitted by law.
3. These limitations do not apply in the event of intent or deliberate recklessness on HBG's part, or where liability cannot legally be limited.
4. Report damage as soon as possible. Every claim lapses 12 months after you became aware of the damage.
5. Take care of materials we lend you. In the event of damage through intent or recklessness we charge the replacement value.

16. Force majeure

In the event of force majeure (such as illness, supplier failure, power or network outages, government measures) both parties may suspend performance. If the force majeure lasts longer than 60 days, either party may terminate the non-performable part. Work already delivered is settled.

17. Changes to these terms

We may change these terms. We announce material changes at least 30 days in advance by email or via the portal. If you disagree with a material change, you may terminate the ongoing service as of the date the change takes effect. Each version is numbered and remains available.

18. If we cannot work it out together

1. Something not right? Call or email us directly — you deal straight with the founders. We resolve almost everything together.
2. Dutch law applies to all agreements with HBG.
3. Disputes are submitted to the District Court of Overijssel, Zwolle location. If you are a consumer, you may choose the court competent by law within one month after we invoke this clause.
4. If any provision of these terms is invalid, the remaining provisions remain in force and we replace the invalid provision with a valid one that comes as close as possible to its purpose.