

DEDICO Terms and Conditions

Please read these Terms of Service carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Dedico Platform, you agree to comply with and be bound by these Terms of Service.

Last Updated: 29 May 2018

Thank you for using Dedico!

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These Terms of Service (“**Terms**”) constitute a legally binding agreement (“**Agreement**”) between you and Dedico (as defined below) governing your access to and use of the Dedico website, including any subdomains thereof, and any other websites through which Dedico makes the Dedico Services available (collectively, “**Site**”) and all associated services (collectively, “**Dedico Services**”). The Site and Dedico Services together are hereinafter collectively referred to as the “**Dedico Platform**”. Our other [Policies](#) applicable to your use of the Dedico Platform are incorporated by reference into this Agreement.

When these Terms mention “**Dedico**,” “**we**,” “**us**,” or “**our**,” it refers to the Dedico company you are contracting with. Wherever you reside, you are contracting with DEDICO Journeys for Learning BV, Dijksgracht 6, 1019 BS, Amsterdam, Netherlands.

Our collection and use of personal information in connection with your access to and use of the Dedico Platform is described in our [Privacy Policy](#).

1. Scope of Dedico Services

1.1 The Dedico Platform is an online marketplace that enables registered users (“**Members**”) and certain third parties who offer services (Members and third parties who offer services are “**Teachers**” and the services they offer are “**Workshops**”) to publish such Workshops on the Dedico Platform (“**Listings**”) and to communicate and transact directly with Members that are seeking to book such Workshops (Members participating in Workshops are “**Students**”). Workshops may include the offering of single or multi-day activities in various categories (“**Courses**”), vacation or other properties for use (“**Accommodation**”), and a variety of other travel and non-travel related services (“**Host Services**”).

1.2 As the provider of the Dedico Platform, Dedico does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings or Workshops. Teachers alone are responsible for their Listings and Workshops. When Members make or accept a booking, they are entering into a contract directly with each other. Dedico is not and does not become a party to or other participant in any contractual relationship between Members. Dedico is not acting as an agent in any capacity for any Member seeking to book a Workshop. Dedico provides a commercial service to Members offering Workshops via the Dedico Platform (the Teachers) and as such acts as an agent for Teachers as specified in the Payment Terms (Section 8) and Teacher Terms of Service.

1.3 While we may help facilitate the resolution of disputes, Dedico has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Workshops, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. Dedico does not endorse any Member, Listing or Workshop. Any references to a Member being "verified" (or similar language) only indicate that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Dedico about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to participate in a Workshop or use other Host Services, accept a booking request from a Student, or communicate and interact with other Members, whether online or in person. Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by Dedico of any Teacher or Listing.

1.4 To promote the Dedico Platform and to increase the exposure of Listings to potential Students, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, Listings and other Member Content may be translated, in whole or in part, into other languages. Dedico cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations. The Dedico Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and noninfringement.

1.5 The Dedico Platform may contain links to third-party websites or resources (“**Third-Party Services**”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Dedico is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Dedico of such Third-Party Services.

1.6 Due to the nature of the Internet, Dedico cannot guarantee the continuous and uninterrupted availability and accessibility of the Dedico Platform. Dedico may restrict the availability of the Dedico Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Dedico Platform. Dedico may improve, enhance and modify the Dedico Platform and introduce new Dedico Services from time to time.

2. Eligibility, Using the Dedico Platform, Member Verification

2.1 You must be at least 18 years old and able to enter into legally binding contracts to access and use the Dedico Platform or register an Dedico Account. By accessing or using the Dedico Platform you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract.

2.2 You will comply with any applicable export control laws in your local jurisdiction. You also represent and warrant that (i) neither you nor your Workshop(s) are located or take place in a country that is subject to an EU embargo, or that has been designated by the EU as a "terrorist supporting" country, and (ii) you are not listed on any EU list of prohibited or restricted parties.

2.3 Dedico may make the access to and use of the Dedico Platform, or certain areas or features of the Dedico Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or booking and cancellation history.

2.4 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available) and (iv) in our capacity as limited payment agent for Teachers (section 8.5), we will require solid proof of identification and business ownership as stipulated by anti-money laundering laws in the EU and the Netherlands.

2.5 The access to or use of certain areas and features of the Dedico Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Dedico Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

3. Modification of these Terms

Dedico reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Dedico Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Dedico Platform will constitute acceptance of the revised Terms.

4. Account Registration

4.1 You must register an account (“**Dedico Account**”) to access and use certain features of the Dedico Platform, such as publishing a Listing or booking a Workshop. If you are registering a Dedico Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 You can register a Dedico Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or Google (“**Social Network Account**”). You have the ability to disable the connection between your Dedico Account and your Social Network Account at any time, by accessing the "My Account" section of the Dedico Platform.

4.3 You must provide accurate, current and complete information during the registration process and keep your Dedico Account and public Dedico Account profile page information up-to-date at all times.

4.4 You may not register more than one (1) Dedico Account unless Dedico authorizes you to do so. You may not assign or otherwise transfer your Dedico Account to another party.

4.5 You are responsible for maintaining the confidentiality and security of your Dedico Account credentials and may not disclose your credentials to any third party. You must immediately notify Dedico if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Dedico Account. You are liable for any and all activities conducted through your Dedico Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

4.6 Dedico may enable features that allow you to authorize other Members or certain third parties to take certain actions that affect your Dedico Account. For example, you may allow one of our staff members to help you edit your Listing on your behalf. These features do not require that you share your credentials with any other person, even staff member of Dedico. No third party is authorized by Dedico to ask for your credentials, and you shall not request the credentials of another Member.

5. Content

5.1 Dedico may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Dedico Platform (“**Member Content**”); and (ii) access and view Member Content and any content that Dedico itself makes available on or through the Dedico Platform, including proprietary Dedico content and any content licensed or authorized for use by or through Dedico from a third party (“**Dedico Content**” and together with Member Content, “**Collective Content**”).

5.2 The Dedico Platform, Dedico Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the EU and other countries. You acknowledge and agree that the Dedico Platform and Dedico Content, including all associated intellectual property rights, are the exclusive property of Dedico and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Dedico Platform, Dedico Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Dedico used on or in connection with the Dedico Platform and Dedico Content are trademarks or registered trademarks of Dedico in the EU and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Dedico Platform,

Dedico Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Dedico Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Dedico or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, Dedico grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and view any Collective Content made available on or through the Dedico Platform and accessible to you, solely for your personal and non-commercial use.

5.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the Dedico Platform, you grant to Dedico a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the Dedico Platform, in any media or platform. Unless you provide specific consent, Dedico does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

5.6 You are solely responsible for all Member Content that you make available on or through the Dedico Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the Dedico Platform or you have all rights, licenses, consents and releases that are necessary to grant to Dedico the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Dedico's use of the Member Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.7 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libellous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person; or (v) promotes illegal or harmful activities or substances. Dedico may, without prior notice, remove or disable access to any Member Content that Dedico finds to be in violation of these Terms or otherwise may be harmful or objectionable to Dedico, its Members, third parties, or property.

5.8 Dedico respects copyright law and expects its Members to do the same. If you believe that any content on the Dedico Platform infringes copyrights you own, please notify us.

6. Service Fees

6.1 Dedico may charge fees to Teachers ("**Teacher Commissions**") and/or Students ("**Service Fees**") in consideration for the use of the Dedico Platform. More information about when Teacher Commissions apply and how they are calculated can be found on our [Teacher Terms of Service](#).

6.2 Any applicable Service Fees (including any applicable Taxes) will be displayed to a Student prior to booking a Workshop. Dedico reserves the right to change the Service Fees at any time, and we will provide Members adequate notice of any fee changes before they become effective.

6.3 You are responsible for paying any Service Fees that you owe to Dedico. The applicable Service Fees are due and payable and collected by Dedico as part of the booking process. Except as otherwise provided on the Dedico Platform, Service Fees are non-refundable.

7. Terms specific for Students

7.1 Terms applicable to all bookings

7.1.1 Subject to meeting any requirements (such as completing any verification processes) set by the Teacher, you can book a Workshop available on the Dedico Platform by following the respective booking process. The Teacher sets a price for her/his Workshop which includes the Course given, Accommodation Fees for the chosen Accommodation, included Additional Host Services and any applicable Taxes (“**Workshop Fee**”). In addition, the Teacher may set a price for optional Additional Host Services (“**Host Services Fees**”) that a Student may choose to book with the Workshop. All applicable fees, including the Workshop Fee, Host Services Fees, Service Fee and any applicable Taxes (collectively, “**Total Fees**”) will be presented to you prior to booking a Workshop. You agree to pay the Total Fees for any booking requested in connection with your Dedico Account.

7.1.2 Upon receipt of a booking confirmation from Dedico, a legally binding agreement is formed between you and your Teacher, subject to any additional terms and conditions of the Teacher that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. Dedico will collect the Total Fees at the time of the booking request or upon the Teacher’s confirmation.

7.1.3 If you book a Workshop on behalf of additional students, you are required to ensure that every additional student meets any requirements set by the Teacher, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Teacher. If you are booking for an additional student who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor. Minors may only participate in a Workshop if accompanied by an adult who is responsible for them.

7.2 Booking Workshops

7.2.1 You should carefully review the description of any Workshop or other Host Service you intend to book to ensure you (and any additional students you are booking for) meet any minimum age, proficiency, fitness or other requirements which the Teacher has specified in their Listing. You are required to inform the Teacher of any medical or physical conditions, or other circumstances that may impact your and any additional students’s ability to safely participate in any Workshop, Course or other Host Service. In addition, certain laws, like the minimum legal drinking age in the location of the Workshop, may also apply. You are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your participation in Workshop.

7.2.2 Before and during a Workshop you must at all times adhere to the Teachers’ instructions.

7.2.3 You may not bring any additional individuals to a Workshop unless such an individual was added by you as an additional student during the booking process on the Dedico Platform.

7.3 Booking Workshops that Include Accommodation

7.3.1 You understand that a confirmed booking of an Accommodation (“**Accommodation Booking**”) is a limited license granted to you by the Teacher to enter, occupy and use the Accommodation for the duration of

your stay, during which time the Teacher (only where and to the extent permitted by applicable law) retains the right to re-enter the Accommodation, in accordance with your agreement with the Teacher.

7.3.2 You agree to leave the Accommodation no later than the checkout time that the Teacher specifies in the Listing or such other time as mutually agreed upon between you and the Teacher. If you stay past the agreed upon checkout time without the Teacher's consent ("**Overstay**"), you no longer have a license to stay in the Accommodation and the Teacher is entitled to make you leave in a manner consistent with applicable law. In addition, you agree to pay, if requested by the Teacher, for each twenty-four (24) hour period (or any portion thereof) that you Overstay, an additional nightly fee of up to two (2) times the average nightly Listing Fee originally paid by you to cover the inconvenience suffered by the Teacher, plus all applicable Service Fees, Taxes, and any legal expenses incurred by the Teacher to make you leave (collectively, "**Overstay Fees**"). Overstay Fees for late checkouts on the checkout date that do not impact upcoming bookings may be limited to the additional costs incurred by the Teacher as a result of such Overstay.

8. Payment Terms

8.1. Scope and Use of the Payment Services

8.1.1. Dedico provides payments services to Members, including payment collection services, payments and payouts, in connection with and through the Dedico Platform ("**Payment Services**").

8.1.2 Dedico may restrict the availability of the Payment Services, or certain services or features thereof, to carry out maintenance measures that ensure the proper or improved functioning of the Payment Services. Dedico may improve, enhance and modify the Payment Services and introduce new Payment Services from time to time.

8.1.3 The Payment Services may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services are subject to different terms and conditions and privacy practices and Members should review them independently. Dedico is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Dedico of such Third-Party Services.

8.1.4 You may not use the Payment Services except as authorized by the laws of the jurisdiction in which you reside, and any other applicable laws. In particular, but without limitation, the Payment Services may not be used to send or receive funds: (i) into any EU embargoed countries; or (ii) to anyone on the EU list of prohibited or restricted parties. You represent and warrant that: (i) neither you nor your Workshop are located or take place in a country that is subject to an EU embargo, or that has been designated by the EU as a "terrorist supporting" country; and (ii) you are not listed on any EU list of prohibited or restricted parties. In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction.

8.1.5 Your access to or use of certain Payment Services may be subject to, or require you to accept, additional terms and conditions. If there is a conflict between these Payments Terms and terms and conditions applicable for a specific Payment Service, the latter terms and conditions will take precedence with respect to your use of or access to that Payment Service, unless specified otherwise.

8.2. Key Definitions

"**Payout**" means a payment initiated by Dedico to a Teacher for services (such as Workshop Fees) performed in connection with the Dedico Platform.

"**Payment Method**" means a financial instrument that you have added to your Dedico Account, such as a credit card, debit card, or PayPal account.

“Payout Method” means a financial instrument that you have added to your Dedico Account, such as a bank account or PayPal account.

8.3. Payment Methods and Payout Methods

8.3.1 When you add a Payment Method or Payout Method to your Dedico Account, you will be asked to provide customary billing information such as name, billing address, and financial instrument information either to Dedico or its third-party payment processor(s). You must provide accurate, current, and complete information when adding a Payment Method or Payout Method, and it is your obligation to keep your Payment Method and Payout Method up-to-date at all times. The information required for Payout Methods will include:

- for direct deposit, your address, name on the account, account type, routing number (BIC or SWIFT), and account number (IBAN); and
- for PayPal, your address, email address, and payout currency;

8.3.2 When you add or use a new Payment Method, Dedico may verify the Payment Method by authorizing a nominal amount, not to exceed one euro (€1), or a similar sum in the Payment Method’s local currency (e.g., one dollar or one British pound). When you add a Payment Method during checkout, we will automatically save that Payment Method to your Dedico Account so it can be used for a future transaction.

8.3.3 To verify your Payout Method, Dedico may send one or more payments of nominal amounts to your Payout Method. We may, and retain the right to, initiate refunds of these amounts from your Payout Method.

8.3.4 Please note that Payment Methods and Payout Methods may involve the use of third-party payment service providers. These service providers may charge you additional fees when processing payments and Payouts in connection with the Payment Services (including deducting charges from the Payout amount), and Dedico is not responsible for any such fees and disclaims all liability in this regard. Your Payment Method or Payout Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your Payment Method or Payout Method.

8.3.5 You authorize Dedico to store your Payment Method information and charge your Payment Method as outlined in these Terms. If your Payment Method’s account information changes (e.g., account number, routing number, expiration date) as a result of re-issuance or otherwise, we may acquire that information from our financial services partner or your bank and update your Payment Method on file in your Dedico Account.

8.3.6 You are solely responsible for the accuracy and completeness of your Payment Method and Payout Method information. Dedico is not responsible for any loss suffered by you as a result of incorrect Payment Method or Payout Method information provided by you.

8.4. Financial Terms for Students

8.4.1 You authorize Dedico to charge your Payment Method the Total Fees for any booking requested in connection with your Dedico Account. Dedico will collect the Total Fees in the manner agreed between you and Dedico via the Dedico Platform. Dedico will generally collect the Total Fees immediately when you confirm the booking, or when relevant after the Teacher accepts your booking request. Dedico may offer alternative options for the timing and manner of payment; any additional fees for using offered payment options will be displayed via the Dedico Platform and included in the Total Fees, and you agree to pay such fees by selecting the payment option. If Dedico is unable to collect the Total Fees as scheduled, Dedico will collect the Total Fees at a later point. Once the payment transaction for your requested booking is successfully completed you will receive a confirmation email.

8.4.2 When you request to book a Workshop, Dedico may also (i) obtain a pre-authorization via your Payment Method for the Total Fees or (ii) charge or authorize your Payment Method a nominal amount, not to exceed one

euro (€1), or a similar sum in the currency in which you are transacting (e.g., one dollar or one British pound), to verify your Payment Method.

8.4.3 If a requested booking is cancelled either because it is not accepted by the Teacher or you cancel the booking request before it is accepted by the Teacher, any amounts collected by Dedico will be refunded to you, and any pre-authorization of your Payment Method will be released (if applicable). The timing to receive the refund or for the pre-authorization to be released will vary based on the Payment Method and any applicable payment system (e.g., Visa, MasterCard, etc.) rules.

8.4.4 You authorize Dedico to perform the Payment Method verifications described in Sections 7.3 and 7.4, and to charge your Payment Method for any bookings made in connection with your Dedico Account. You hereby authorize Dedico to collect any amounts due by charging the Payment Method provided at checkout, either directly by Dedico or indirectly, via a third-party online payment processor, and/or by one or more of the payment methods available on the Dedico Platform (such as gift cards).

8.4.5 If Dedico is unable collect any amounts due via your selected Payment Method, you authorize Dedico to charge any other Payments Methods on file in your Dedico Account (unless you have previously removed the authorization to charge such Payment Method(s)).

8.4.6 Dedico is not responsible for any fees that a Student's third-party payment service provider may impose when Dedico charges the Student's Payment Method, and Dedico disclaims all liability in this regard.

8.5. Appointment of Dedico as Limited Payment Collection Agent

8.5.1 Each Teacher collecting payment for services provided via the Dedico Platform (such as Workshops or additional Host Services) ("**Providing Member**") hereby appoints Dedico as the Providing Member's payment collection agent solely for the limited purpose of accepting funds from Members purchasing such services ("**Purchasing Members**").

8.5.2 Each Providing Member agrees that payment made by a Purchasing Member through Dedico, shall be considered the same as a payment made directly to the Providing Member, and the Providing Member will provide the purchased services to the Purchasing Member in the agreed-upon manner as if the Providing Member has received the payment directly from the Purchasing Member. Each Providing Member agrees that Dedico may refund the Purchasing Member in accordance with the Dedico Terms. Each Providing Member understands that Dedico's obligation to pay the Providing Member is subject to and conditional upon successful receipt of the associated payments from Purchasing Members. Dedico guarantees payments to Providing Members only for such amounts that have been successfully received by Dedico from Purchasing Members in accordance with these Terms. In accepting appointment as the limited payment collection agent of the Providing Member, Dedico assumes no liability for any acts or omissions of the Providing Member.

8.5.3 Each Purchasing Member acknowledges and agrees that, notwithstanding the fact that Dedico is not a party to the agreement between you and the Providing Member, Dedico acts as the Providing Member's payment collection agent for the limited purpose of accepting payments from you on behalf of the Providing Member. Upon your payment of the funds to Dedico, your payment obligation to the Providing Member for the agreed upon amount is extinguished, and Dedico is responsible for remitting the funds to the Providing Member in the manner described in these Terms, which constitute Dedico's agreement with the Purchasing Member. In the event that Dedico does not remit any such amounts, the Providing Member will have recourse only against Dedico and not the Purchasing Member directly.

8.6. General Financial Terms

8.6.1 Service Fees and Other Fees

8.6.1.1 Dedico collects the Service Fees charged by Dedico pursuant to the Dedico Terms. Where applicable, Dedico may also collect Taxes (such as VAT in Europe) in respect of the Teacher Fees and Service Fees. Dedico deducts the Teacher Fees from the Listing Fees before remitting the Payout to the Teacher as described in these Terms. Service Fees are included in the Total Fees collected by Dedico.

8.6.1.2 More information about when Service Fees apply and how they are calculated can be found on our [FAQ page](#). Dedico may charge additional fees for use of certain Payment Services and any applicable fees will be disclosed to Members via the Dedico Platform.

8.6.2 Cancellations and Refunds

8.6.2.1 If a Student cancels a confirmed booking, Dedico will refund the amount of the Total Fees due to the Student pursuant to the Listing's cancellation policy and as otherwise in accordance with these Terms. Dedico will also initiate a Payout of any portion of the Total Fees due to the Teacher under the applicable cancellation policy.

8.6.2.2 If a Teacher cancels a confirmed booking, Dedico will provide the Student a full refund of the Total Fees within a commercially reasonable time of the cancellation. In some instances, Dedico may allow the Student to apply the refund to a new booking, in which case Dedico will credit the amount against the Student's subsequent booking at the Student's direction.

8.6.2.3 If, as a Teacher, you cancel a confirmed booking, you agree that Dedico may collect any cancellation fees imposed pursuant to these Terms. In these instances, Dedico will treat your cancellation as a payment authorization.

8.6.2.4 If a Teacher modifies or cancels a Workshop, Dedico will provide Students a refund in accordance with these Terms.

8.6.2.6 If, as a Teacher, your Student cancels a confirmed booking or Dedico decides that it is necessary to cancel a confirmed booking, and Dedico issues a refund to the Student in accordance with these Terms, or other applicable cancellation policy, you agree that in the event you have already been paid, Dedico will be entitled to recover the amount of any such refund from you, including by subtracting such refund amount out from any future Payouts due to you.

8.6.3 Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same Payout Method or Payment Method used for the original Payout to or payment by you, so that you end up receiving or paying the correct amount.

8.6.4 Booking Modifications

If, as a Student, you owe additional amounts to Dedico due to a Booking Modification, you agree that Dedico may collect such amounts by charging the Payment Method used to make your booking (or, if that Payment Method is not available, through any other authorized Payment Method in your Dedico Account). If, as a Teacher, you owe Dedico any amounts due to a Booking Modification, you agree that Dedico may collect those amounts pursuant to the Teacher Terms of Service and as otherwise permitted under these Terms.

8.6.5 Collections

If Dedico is unable to collect any amounts you owe under these Terms, Dedico may engage in collection efforts to recover such amounts from you. Dedico will deem any owed amounts overdue when: (a) for authorized charges, sixty (60) days have elapsed after Dedico first attempts to charge the Member's Payment Method or the

associated services have been provided, whichever is later; and (b) for withholdings from a Teacher's future Payouts, ninety (90) days have elapsed after the adjustment is made to the Teacher's account or the associated services have been provided, whichever is later. Any overdue amounts not collected within one hundred and eighty (180) days after they become overdue will be deemed to be in default. You hereby explicitly agree that all communication in relation to amounts owed will be made by electronic mail or by phone, as provided to Dedico by you. Such communication may be made by Dedico or by anyone on their behalf, including but not limited to a third-party collection agent.

9. Booking Modifications, Cancellations and Refunds

9.1 Teachers and Students are responsible for any modifications to a booking that they make via the Dedico Platform or direct Dedico customer service to make the modifications ("**Booking Modifications**"), and agree to pay any additional Workshop Fees, Services Fees and/or Taxes associated with such Booking Modifications.

9.2 Students can cancel a confirmed booking at any time subject to the Listing's cancellation policy, and Dedico will provide any refund to the Student in accordance with such cancellation policy.

9.3 If a Teacher cancels a confirmed booking, the Student will receive a full refund of the Total Fees for such booking and Dedico may publish an automated review on the Listing cancelled by the Teacher indicating that a booking was cancelled.

9.4 For Workshops taking place outdoor, if inclement weather creates an unsafe or uncomfortable scenario for Students, Teachers may modify or cancel a Workshop. If there is a substantial change in the program of the Workshop or the Workshop needs to be cancelled, Dedico will work with the Teacher to provide Students an alternative date for the Workshop, an appropriate refund or a rebooking.

10. Ratings and Reviews

10.1 Within a certain timeframe after completing a Workshop, Students can leave a public review ("**Review**") and submit a star rating ("**Rating**") about the Workshop and Teachers. Any Ratings or Reviews reflect the opinion of individual Members and do not reflect the opinion of Dedico. Ratings and Reviews are not verified by Dedico for accuracy and may be incorrect or misleading.

10.2 Ratings and Reviews by Students must be fair, truthful and factual and may not contain any offensive or defamatory language.

10.3 Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party write a positive or negative Review about another Member.

11. Disputes between Members

Members agree to cooperate with and assist Dedico in good faith, and to provide Dedico with such information and take such actions as may be reasonably requested by Dedico, in connection with any Damage Claims or other complaints or claims made by Members relating to any personal or other property located at a Workshop's location. A Member shall, upon Dedico's reasonable request and at no cost to the Member, participate in mediation or a similar resolution process with another Member, which process will be conducted by Dedico or a third party selected by Dedico or its insurer, with respect to losses for which a Member is requesting payment from Dedico.

12. Rounding off, Currency conversion

12.1 Dedico may, in its sole discretion, round up or round down amounts that are payable from or to Students or Teachers to the nearest whole functional base unit in which the currency is denominated (i.e. to the nearest dollar, euro or other supported currency); for example, Dedico will round up an amount of €101.50 to €102.00, and round down an amount of €101.49 to €101.00.

12.2 The Dedico Platform facilitates bookings between Students and Teachers who may prefer to pay in a currency different from their destination currency, which may require currency conversions to accommodate these differing currency preferences. Although the Dedico Platform may allow Members to view the price of Listings in a number of currencies, the currencies available for Members to make and receive payments may be limited, and may not include the default currency in any given geographic location.

13. Prohibited Activities

13.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Dedico Platform. In connection with your use of the Dedico Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms;
- use the Dedico Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Dedico endorsement, partnership or otherwise misleads others as to your affiliation with Dedico;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Dedico Platform in any way that is inconsistent with Dedico's [Privacy Policy](#) or these Terms or that otherwise violates the privacy rights of Members or third parties;
- use the Dedico Platform in connection with the distribution of unsolicited commercial messages ("spam");
- offer, as a Teacher, any Accommodation that you do not yourself own or have permission to make available via a commercial agreement with the property owner through the Dedico Platform as part of your Workshop;
- unless Dedico explicitly permits otherwise, book any Listing if you will not actually be participating in the Workshop yourself;
- contact another Member for any purpose other than asking a question related to your own booking, Listing, or the Member's use of the Dedico Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;
- use the Dedico Platform to request, make or accept a booking independent of the Dedico Platform, to circumvent any Service Fees or Teacher Commissions or for any other reason;
- request, accept or make any payment for Listing Fees outside of the Dedico Platform. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Dedico harmless from any liability for such payment;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any abusive or disruptive behavior;
- use, display, mirror or frame the Dedico Platform or Collective Content, or any individual element within the Dedico Platform, Dedico's name, any Dedico trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Dedico Platform, without Dedico's express written consent;

- dilute, tarnish or otherwise harm the Dedico brand in any way, including through unauthorized use of Collective Content, registering and/or using Dedico or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Dedico domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Dedico Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Dedico or any of Dedico's providers or any other third party to protect the Dedico Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Dedico Platform; or
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Dedico Platform.

13.2 You acknowledge that Dedico has no obligation to monitor the access to or use of the Dedico Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the Dedico Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist Dedico in good faith, and to provide Dedico with such information and take such actions as may be reasonably requested by Dedico with respect to any investigation undertaken by Dedico or a representative of Dedico regarding the use or abuse of the Dedico Platform.

13.3 If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Dedico by contacting us with your police station and report number (if available); provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

14. Term and Termination, Suspension and other Measures

14.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Dedico terminate the Agreement in accordance with this provision.

14.2 You may terminate this Agreement at any time via the "Delete Account" feature on the Dedico Platform or by sending us an email. If you delete your Dedico Account as a Teacher, any confirmed booking(s) will be automatically cancelled and your Students will receive a full refund. If you cancel your Dedico Account as a Student, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Listing's cancellation policy.

14.3 Without limiting our rights specified below, Dedico may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

14.4 Dedico may immediately, without notice terminate this Agreement if (i) you have materially breached your obligations under these Terms or the [Teacher Terms of Service](#), (ii) you have violated applicable laws, regulations

or third party rights, or (iii) Dedico believes in good faith that such action is reasonably necessary to protect the personal safety or property of Dedico, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

14.5 In addition, Dedico may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, the [Teacher Terms of Service](#), applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Dedico Account registration, Listing process or thereafter, (iv) you and/or your Listings or Workshops at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or Dedico otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) Dedico believes in good faith that such action is reasonably necessary to protect the personal safety or property of Dedico, its Members, or third parties, or to prevent fraud or other illegal activity:

- refuse to surface, delete or delay any Listings, Ratings, Reviews, or other Member Content;
- cancel any pending or confirmed bookings;
- limit your access to or use of the Dedico Platform;
- temporarily or permanently revoke any special status associated with your Dedico Account; or
- temporarily or in case of severe or repeated offenses permanently suspend your Dedico Account.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Dedico and an opportunity to resolve the issue to Dedico's reasonable satisfaction.

14.6 If we take any of the measures described above (i) we may refund your Students in full for any and all confirmed bookings that have been cancelled, irrespective of preexisting cancellation policies, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

14.7 When this Agreement has been terminated, you are not entitled to a restoration of your Dedico Account or any of your Member Content. If your access to or use of the Dedico Platform has been limited or your Dedico Account has been suspended or this Agreement has been terminated by us, you may not register a new Dedico Account or access and use the Dedico Platform through an Dedico Account of another Member.

14.8 Unless you reside in Germany, if you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

15. Disclaimers

If you choose to use the Dedico Platform or Collective Content, you do so voluntarily and at your sole risk. The Dedico Platform and Collective Content is provided "as is", without warranty of any kind, either express or implied.

You agree that you have had whatever opportunity you deem necessary to investigate the Dedico Services, laws, rules, or regulations that may be applicable to your Listings and/or Workshops you are attending and that you are not relying upon any statement of law or fact made by Dedico relating to a Listing.

If we choose to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

You agree that some Workshops and Courses may carry inherent risk, and by participating in those Workshops, you choose to assume those risks voluntarily. For example, some Workshops may carry risk of illness, bodily injury, disability, or death, and you freely and wilfully assume those risks by choosing to participate in those Workshops. You assume full responsibility for the choices you make before, during and after your participation in a Workshop. If you are bringing a minor as an additional student, you are solely responsible for the supervision of that minor throughout the duration of your Workshop and to the maximum extent permitted by law, you agree to release and hold harmless Dedico from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor during the Workshop or in any way related to your Workshop.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

16. Liability

17.1 Unless you reside in the EU, you acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Dedico Platform and Collective Content, your publishing or booking of any Listing via the Dedico Platform, your stay at any Accommodation, participation in any Workshop or any other interaction you have with other Members whether in person or online remains with you. Neither Dedico nor any other party involved in creating, producing, or delivering the Dedico Platform or Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the Dedico Platform or Collective Content, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the Dedico Platform, or (iv) from your publishing or booking of a Listing, including the provision or participation in a Listing's Workshop, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Dedico has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Teachers pursuant to these Terms or an approved payment request under the Teacher Terms of Service, in no event will Dedico's aggregate liability arising out of or in connection with these Terms and your use of the Dedico Platform including, but not limited to, from your publishing or booking of any Listings via the Dedico Platform, or from the use of or inability to use the Dedico Platform or Collective Content and in connection with any Accommodation, Workshops or Host Services, or interactions with any other Members, exceed the amounts you have paid or owe for bookings via the Dedico Platform as a Student in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Teacher, the amounts paid by Dedico to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred euros (EUR 100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Dedico and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

17.2 If you reside in the EU, Dedico is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors, or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb, or health. Dedico is liable for any negligent breaches of essential contractual obligations by us, our legal representatives, directors, or other vicarious agents. Essential contractual obligations are such duties of Dedico in whose proper fulfilment you regularly trust and must trust for the proper execution of the contract but the amount shall be limited to the typically occurring foreseeable damage. Any additional liability of Dedico is excluded.

17. Indemnification

You agree to release, defend (at Dedico's option), indemnify, and hold Dedico and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Teacher Terms of Service, (ii) your improper use of the Dedico Platform or any Dedico Services, (iii) your interaction with any Member, participation in a Workshop, stay at an Accommodation, or participation in any other Host Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, or (iv) your breach of any laws, regulations or third party rights.

18. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Dedico Platform (“**Feedback**“). You may submit Feedback by emailing us, through the [Contact](#) section of the Dedico Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

19. Applicable Law and Jurisdiction

These Terms will be interpreted in accordance with Dutch law. The choice of law does not impact your rights as a consumer according to the consumer protection regulations of your country of residence. If you are acting as a consumer, you agree to submit to the non-exclusive jurisdiction of the Dutch courts. Judicial proceedings that you are able to bring against us arising from or in connection with these Terms may only be brought in a court located in the Netherlands or a court with jurisdiction in your place of residence. If Dedico wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Dutch courts.

20. General Provisions

20.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Dedico and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Dedico and you in relation to the access to and use of the Dedico Platform.

20.2 No joint venture, partnership, employment, or agency relationship exists between you and Dedico as a result of this Agreement or your use of the Dedico Platform.

20.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

20.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

20.5 Dedico's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

20.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Dedico's prior written consent. Dedico may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

20.7 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be in writing and given by Dedico via email, Dedico Platform notification, or messaging service (including SMS and Whatsapp). For notices made to Members residing outside of Germany, the date of receipt will be deemed the date on which Dedico transmits the notice.

20.8 If you reside in the EU you can access the European Commission's online dispute resolution platform here: <http://ec.europa.eu/consumers/odr>. Please note that Dedico is not committed nor obliged to use an alternative dispute resolution entity to resolve disputes with consumers.

20.9 If you have any questions about these Terms please [email us](#).