

Terms of Use

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Introduction

These Terms of Use ("**Terms**") govern the relationship between you ("**User**", "**you**") and Circle Economy Foundation in connection with your access to and use of our online e-learning platform, associated applications, content, and services surrounding Circle Academy, URL: <https://circle-academy.com/> (collectively, the "**Platform**").

About us

Circle Economy Foundation

Company registration number: 52051048

Haarlemmerweg 331

1051 LH, Amsterdam, the Netherlands

info@circle-economy.com

Data Protection Officer (**DPO**): Mihail Bashev, mihail@circle-economy.com

Scope and Applicability

These Terms apply to:

1. Individual users and learners ("**Users**")
2. (Business) customers accessing services under a licence agreement ("**Clients**")

By registering for or using the Platform, you confirm that you have read, understood, and accepted these Terms, as well as our Privacy Policy, and that you have legal capacity to enter into a binding agreement. If you are under the age of 16, you must have verifiable consent from a parent or guardian unless your country sets a lower age of digital consent under the GDPR.

Platform Overview

Circle Academy offers among others:

1. Engaging online course content and assessments
2. Interactive and user-friendly learning platform
3. Progress tracking with badges and certification



4. Tools for group learning, collaboration, and communication
5. Opportunities to co-create tailored learning materials

We may update, improve, or remove functionalities from the Platform as part of ongoing development, provided such changes do not materially reduce the core functionality agreed upon.

Account Registration and Responsibilities

To access the platform, you may need to create an account. You agree to:

1. Provide accurate and up-to-date information during registration
2. Keep your credentials confidential and secure
3. Notify us immediately of any unauthorised use or security breach

You remain responsible at all times for activities conducted under your account.

Acceptable Use Policy

You must use the Platform in accordance with applicable laws, these Terms and the following principles:

You shall not:

1. Use the platform for fraudulent or unlawful purposes;
2. Upload or share content that is defamatory, obscene, harassing or otherwise illegal;
3. Circumvent security features or access restricted areas;
4. Interfere with Platform operation or disrupt the service (to others).

Violation may result in account suspension, content removal and/or legal action.

Intellectual Property

All Platform materials (including but not limited to: software, interfaces, instructional content, logos, and branding) are protected by intellectual property laws and remain the property of Circle Economy Foundation or our licensors. You are granted a **limited, non-exclusive, non-transferable licence** to use the Platform for its intended educational purpose. You may **not** copy, distribute, modify, or create derivative works without our prior written consent. User-generated content (e.g., answers, posts, uploaded materials) remains your intellectual property. By posting it, you grant us an **unlimited, royalty-free, worldwide, sublicensable licence** to host and display it on the Platform, including for commercial purposes.



Data Protection and GDPR Compliance

We are committed to protecting your personal data in line with the **EU General Data Protection Regulation (Regulation (EU) 2016/679)** and the **Dutch GDPR Implementation Act (UAVG)**. Circle Economy Foundation is the **data controller** of the personal data we collect through the Platform unless stated otherwise (e.g., when we process data on behalf of institutional customers as a processor). We process your personal data based on one or more of the following legal grounds:

1. Contractual necessity: To provide the Platform and services you requested;
2. Consent: For optional features (e.g. marketing emails);
3. Legal obligation: To comply with regulatory requirements;
4. Legitimate interest: To secure and improve the Platform, prevent fraud, and support customer service, provided your interests are not overridden.

We may collect and process:

1. Account details (name, username, email address, industry, organisation, role, gender, photo, language, learning objectives)
2. Usage data (course enrolment and progress, log-ins, IP address, platform interaction)
3. Communication records (support tickets, contact form)
4. (Functional) cookies

For more details, please refer to our Privacy Policy

Under the GDPR, you have the following rights:

1. **Access** – Request access to your personal data
2. **Rectification** – Request correction of inaccurate data
3. **Erasure** – Request deletion of your data if it is no longer needed
4. **Restriction** – Limit processing under certain conditions
5. **Data Portability** – Receive your data in structured and commonly used format
6. **Object** – Object to processing for direct marketing or legitimate interests
7. **Withdraw Consent** – At any time, where consent is used as the legal basis
8. **Lodge Complaint** – With the relevant Data Protection Authority (**DPA**)

To exercise your rights, email: mi hail@circle-economy.com



We may engage trusted third-party processors for hosting, analytics, or support, under strict data processing agreements. When data is transferred outside the EEA, we ensure adequate safeguards such as:

1. Adequacy decisions from the European Commission
2. Standard Contractual Clauses

We assess transfer risks and maintain documentation per Schrems II guidance. A list of our sub processors is available upon request.

We retain your data:

1. As long as your account is active
2. As required for compliance with our legal obligations
3. For a limited period after account deletion (unless erasure is requested sooner).

Subscription and Payment Terms

Any and all paid services (e.g. subscriptions and purchases) are governed by a separate agreement.

Liability and Disclaimers

To the extent permitted by Dutch and European law:

1. We do **not** guarantee uninterrupted or error-free service;
2. We are **not** liable for indirect, incidental, or consequential damages (e.g., loss of learning progress or data) arising from use of the Platform;
3. Our total liability for damages under these Terms is limited to the amount you paid to us in the last 12 months.

This does not limit liability for gross negligence, intent, or where liability cannot be excluded under Dutch law.

Termination

We may suspend or terminate your access to the Platform if:

1. You breach these Terms
2. You fail to comply with the separate purchase/subscription agreement (where applicable);
3. Required by law or court order

You may terminate your account at any time. Upon termination:

1. Your licence to use the platform ends;
2. We may delete or anonymise your data; unless retention is legally required



Your termination shall not affect our licence to host and display user-generated content by you.

Supervisory Authority Contact

If you believe your rights under the GDPR have been violated, you may contact:

AP - Autoriteit Persoonsgegevens

Website: <https://www.autoriteitpersoonsgegevens.nl/en>

Telephone: (+31) - (0)88 - 1805 250

Visiting address: Hoge Nieuwstraat 8, 2514 EL The Hague

Changes to These Terms

We may revise these Terms periodically. If changes are material, we will notify you at least **30 days in advance** via email or in-platform notification.

Continued use after changes take effect constitutes your acceptance.

Governing Law and Dispute Resolution

These Terms are governed by the laws of the **Netherlands**, without regard to conflict of law rules.

Unless otherwise required by mandatory law, disputes shall be submitted to the competent court in **Amsterdam, the Netherlands**.

Contact and Legal Notices

For any questions, concerns or complaints regarding this Privacy Policy, contact our DPO:

Name: Mihail Bashev

Email: mihail@circle-economy.com

Phone: +359877190323 | +31642699788