

# Asset General Terms & Conditions

## Membership of Study Association Asset

### 1. IDENTITY OF THE ASSOCIATION AND DEFINITIONS

- a. Study Association Asset (hereafter referred to as Asset) is the study association of Tilburg School of Economics and Management (hereafter referred to as TiSEM).
- b. Asset Operates with the following KvK-Number: 40259833 under the following name: Association for Students Studying Economics in Tilburg.
- c. The visiting address is:

Tilburg University, Room E1.21

Warandelaan 2, Tilburg, Noord-Brabant

5037 AB The Netherlands

Phone number: +31 (0)13 466 2991

### 2. APPLICABILITY

- a. The General Terms and Conditions apply for everyone who is either a(n) (active) member of Asset, uses services of Asset, and/or attends events of Asset. By becoming a(n) (active) member of Asset, using the services of Asset, or attending events of Asset you confirm that you are familiar and that you agree with the terms and conditions.
- b. Also by visiting our site you engage in our service and agree to be bound by the following terms and conditions. This applies to all users of the site, which include and without limitation users who are visitors, browsers, customers, merchants and/or partners
- c. If you have read the general terms and conditions and if you do not agree with a statement, we kindly ask you to submit a written request via email (info@asset-tilburg) prior to becoming a member. Asset holds the right to decide on a different provision and we will give you notice of this within 10 working days (2 weeks). If you do not agree with any of the statements in the general terms and conditions, you may be restricted from services provided by Asset.
- d. Exceptions from the General Terms and Conditions can only be made written and have to be signed by a representative of Asset and the student itself.

### 3. MEMBERSHIP

- a. Only students from Tilburg University, Alumni, External Students, or Auditors at Tilburg University, who are interested in topics in economics and business, can become a member at Asset
- b. Membership at Asset is personal and it is not transferable to another person. Third-party use of your Asset account, Asset Member Card, or ticket to an event of Asset or her departments is not allowed under any circumstances.
- c. Membership registration will be done by means of a registration form.
- d. Membership will take effect from the moment the registration form has been processed.
- e. A member of Asset at all times enters a dual membership. This implies that next to becoming a member of Asset, one becomes a member of a study-specific department as well. For this, the member can choose from the following interest:
  - i. Accounting Asset | Accounting & Finance
  - ii. Econometrics Asset | Econometrics
  - iii. Economics Asset | Economics
  - iv. Entrepreneurship & Business Inno. Asset | Strategy & Logistics
  - v. Finance Asset | Accounting & Finance
  - vi. Information Management Asset | SBIT
  - vii. International Business & Man. Asset | IB&M
  - viii. Marketing Asset | Marketing
  - ix. Strategic Management Asset | Strategy & Logistics
  - x. Supply Chain Management Asset | Strategy & Logistics
- f. A member can switch membership from one study-specific department to another throughout their whole academic year free of charge.
- g. Asset does not change the interest field of one member, this has to be done by the member itself.
- h. All members of Study Association Asset will receive mailing from Asset and the department(s) of their interest. Next to this they will also receive company mailings belonging to their interests. If you do not want to receive them, you have the possibility to unsubscribe from mailings.
- i. A member that enters a membership withholds the right to cancel their membership without costs within a term of two weeks after concluding the membership. This right of costless cancellation will expire in case the two-week term has expired or the member has participated in one or more events of Asset or one of the departments, or has made use of one of the services of Asset.
- j. Membership Fee of Asset is set at € 20,- annually as decided by the General Members Meeting per Academic Year 2023-2024.
- k. A member of Study Association Asset pays a yearly membership fee. The membership will be collected by the association through automatic withdrawal. Because it is not possible to send an automatic withdrawal to members with a Bank account outside of the European Union, they are required to pay their membership fee in cash at their registration, and thereafter every year at the rooms of Asset (E1.21).

- l. Membership runs from July 1st through June 30th and will be extended every year unless the member cancels their membership, passes away, Asset cancels their membership, or by means of dismay. If a member has been a member in more than one academic year, it is possible to cancel their membership before October 1st of that academic year, otherwise the student will stay a member for the rest of the duration of that academic year and will be unsubscribed thereafter.
- m. Asset has the right to terminate membership at any time if the member does not act according to the Internal Regulations of Asset.
- n. Asset reserves the right to store all contact details and study information provided during their membership for a period of two years after unsubscription, unless the member can provide us with a written objection.

#### 4. EVENTS

- a. Asset holds the right to organize events only for members or active members from a certain department.
- b. Asset holds the right to determine different fees for members and non-members for events, services, and/or products.
- c. Every department holds the right to have their own no-show policy. This policy includes that the department decides when the deadline is for free-of-charge cancellation for their own events. If a student does not show up to an event of Asset or her departments and this has not been communicated to the respective board, this student will be put on the Asset Blacklist. This means that the participant will get notified about their position on the Blacklist and that the participant is not able to attend any formal events of Asset anymore, until € 10,- has been paid by the participant. The instructions on how to do this will follow via an email subsequently when the participants have been put on the Blacklist. This amount does not include the participation fee that also will still be charged. Under special circumstances, the General or Departmental Board holds the right to make exceptions. Cancellations should be submitted in writing via email to either the Asset General Email inbox (info@asset-tilburg), or the Departmental Email inbox (which can be found on the departmental website. Both cancellations are valid.
- d. In case that Asset or one of her departments has to cancel, relocate, or shift the event in any form, they will inform the participants as best as possible. If this cancellation occurs due to circumstances beyond the control of the organization, Asset is not liable to repay the participation fee.
- e. Asset holds the right to organize events that use CV-selection. CV-selection means that the participants need to send in their CV, and that the participating companies can choose the participants based on the companies preferred interests. Asset has no say nor does it have influence in the selection process of the participants. Therefore, Asset is not responsible for

the selection of participants. When subscribed to a CV-selection event and the participants have not been chosen, no participation fee will be charged.

- f. Asset holds the right to take pictures at any of the events that Asset or a department organizes. By subscribing to one of our events, you agree that photos can be taken of you, and that these photos can be used for internal or external use, such as but not limited to promotion material on social media, used on the website of Asset or one of the departments, or posters. If you wish that we remove a picture of you, please notify us and we will remove said picture as soon as possible.

## **5. PRIVACY**

- a. Asset reserves the right to store information of a member given in the online membership subscription form to improve services and to communicate with said member. For further details see the Privacy Policy Document on our website.

## **6. GUARANTEE OF ACCURATE AND TRUE INFORMATION**

- a. You warrant Asset a guarantee that all information that you enter in the registration form for a membership, event, or any other place on the website of Asset and her departments, is accurate and true. If Asset has a valid reason to believe that the information provided is incomplete, untrue, misleading, or incorrect, Asset is entitled to delete the information and withhold membership until the correct information is provided.

## **7. CHANGES TO GENERAL TERMS AND CONDITIONS**

- a. Asset has the right to change the General Terms and Conditions of Asset at any moment when Asset deems it necessary, without prior notice. If the changes are deemed not very influential for the membership of the member, we will not update them via notification. The new General Terms and Conditions will be published on the websites of Asset and her departments and members are recommended to check the website regularly.

## **8. LIABILITY**

- a. Asset is not liable for any loss, theft or damage, whatever nature, in possession of participants of activities or in possession of users of the services of Asset. Moreover, Asset is not liable for the consequences or indirect damage of the not/not in time/not right performance of Asset.
- b. Asset is not liable for any damages resulting from the use of the Asset website.

- c. Asset is not liable for any information or communication that is not provided by Asset.
- d. Asset is only liable for the damage which is a direct consequence of an accountable mistake of Asset in the execution of the obligations of Asset as mentioned in the General Terms and Conditions.
- e. The liability of Asset is limited to the amount that is covered by the insurance of Asset in the specific case. In case of not covering/not paying out the insurance, Asset's liability is limited to 250 euro in total for the situation.
- f. Asset is not liable in case of intentional damage by the student or in the case of recklessness.

## **9. INTELLECTUAL PROPERTY**

- a. Asset holds the rights and qualifications according to the Dutch copyright law and other intellectual law and regulations.
- b. Everything on the website of Asset belongs to Asset. If you find any material on the website which you believe infringes any third party or property right, please contact Asset via [info@asset-tilburg.nl](mailto:info@asset-tilburg.nl). Asset cannot be held responsible for the information provided on the website.
- c. When becoming or being a member of Asset, the transfer of intellectual property is ruled out in any case. Members are not allowed to provide third parties any intellectual property without written, signed permission of Asset.

## **10. APPLICABLE LAW, COMPLAINTS, AND DISPUTES**

- a. The Dutch law is applicable on the General Terms and Conditions of Asset.
- b. The authorized court in Den Bosch is exclusively authorized to deal with disputes, unless the Dutch law insists otherwise. Nevertheless, Aureus holds the right to submit the dispute to the authorized judge by Dutch law.
- c. Parties will first try excessively to solve the dispute by consultation before the involve the judge.
- d. In the event when one or more terms of the General Terms and Conditions are void or voidable, the concerning term will be replaced by a valid provision that has the same effect.
- e. Complaints about the execution of the agreement should be submitted to Asset by the member within reasonable time, clearly defined and complete after the member establishes a deficiency.
- f. The complaints submitted to Asset will be answered within 10 working days (2 weeks), starting from the date of receipt of the complaint. If the complaint requires more time to process, Asset will give notice of this to the member within 10 working days (2 weeks) including an indication of time to process the complaint fully.

## 11. ADDITIONAL TERMS

- a. Additional General Terms and Conditions should not be at the expense of the members and they should be submitted written in a way that the member could store this.
- b. For any questions about the General Terms and Conditions of Asset, please send an email to [info@asset-tilburg.nl](mailto:info@asset-tilburg.nl). We will respond to you as soon as possible.
- c. Breaking one of the terms mentioned in the General Terms and Conditions can be sanctioned by Asset.
- d. In case of conflicting terms in the General Terms and Conditions or in any situation considering Asset, the General Terms and Conditions apply at any time. Asset will provide clarification in these certain situations.
- e. The communication between Asset and its members can be done written, orally, and electronically.