

RPM - Terms and Conditions - [ReallyDoing.It](https://www.reallydoing.it) by Results Project Management

This agreement applies as between you, the User of this website, and Results Project Management (RPM), the owner and provider of this website. Your agreement to comply with and be bound by Clauses 1, 2, 4 – 11, and 15 – 25 of these Terms and Conditions is deemed to occur upon your first use of the Website. Clauses 3 and 12 – 14 apply only to the sale of Services. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer, and Our acceptance of that offer is deemed to occur upon Our sending a confirmation email to you indicating that your order has been accepted.

## 1. Definitions and Interpretation

In this Agreement, the following terms shall have the following meanings:

- "Account": Personal information, payment information, and credentials used by Users to access Paid Content and/or any communications System on the Website.
- "Content": Any text, graphics, images, audio, video, software, data compilations, and other information stored or displayed on the Website.
- "Facilities": Any online tools, services, or information that RPM makes available through the Website.
- "Services": The services available to you through this Website, specifically the use of the RPM proprietary e-learning platform.
- "Payment Information": Any details required for purchasing Services, including credit/debit card numbers, bank details, and other relevant financial information.
- "Premises": The place(s) of business located at Kraatsweg 10 A, 6721 NS, Bennekom, The Netherlands.
- "System": Any online communications infrastructure made available on the Website, such as web-based email, message boards, live chat, and email links.
- "User/Users": Any third party accessing the Website who is not employed by RPM in an official capacity.
- "Website": The website currently in use ([www.reallydoing.it](https://www.reallydoing.it)) and its subdomains.
- "We/Us/Our": Results Project Management (RPM), a company registered in The Netherlands (COC 30210114) with its office at Kraatsweg 10 A, 6721 NS Bennekom, The Netherlands.

## 2. Age Restrictions

Users under the age of 18 should use this Website only with the supervision of an adult. Payment Information must be provided by or with the permission of an adult. This aligns with Article 8 of the EU General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) regarding the processing of children's personal data.

### **3. Business Customers**

If you are using this Website or our Services for business purposes, these Terms and Conditions apply to you as well. Business customers should ensure that their employees and representatives comply with these Terms when accessing our Services on behalf of their company.

### **4. Intellectual Property**

4.1 All Content on this Website, unless uploaded by Users, is the property of RPM or its affiliates and is protected by Dutch Copyright Law (Auteurswet) and the EU Copyright Directive (Directive (EU) 2019/790).

4.2 You may not reproduce, copy, distribute, store, or reuse material from the Website unless explicitly permitted by Us or unless it falls under legal fair use as defined in Chapter III of the Dutch Copyright Act.

### **5. Third-Party Intellectual Property**

5.1 Intellectual Property rights for third-party content (e.g., product images, descriptions) remain with the relevant owners, such as manufacturers or suppliers.

5.2 You may not reuse such material without the express written permission of the owner.

### **6. Fair Use of Intellectual Property**

Users may use Website materials for personal, non-commercial purposes as allowed by Dutch copyright laws and the European Directive on the Harmonization of Certain Aspects of Copyright. If you are unsure about usage rights, please contact us.

### **7. Links to Other Websites**

Our Website may contain links to external websites for additional information. However, we do not control these third-party websites and are not responsible for their content or privacy practices as per Article 15 of the EU E-Commerce Directive (Directive 2000/31/EC).

### **8. Links to This Website**

You may link to the homepage of this Website without permission. Deep linking (linking to specific pages) requires our written consent to prevent misleading representation of our content.

### **9. Use of Communications Facilities**

Users must adhere to respectful and lawful behavior when using our communication systems, including:

- No obscene, offensive, or unlawful language;
- No posting of defamatory or violent content;
- No impersonation of others;
- No spamming or mass communications.

RPM reserves the right to monitor and retain copies of communications made through Our System in compliance with the EU GDPR (Article 6 – Lawfulness of Processing).

## **10. Accounts**

Users must provide accurate information when creating an Account and update it as needed. Keeping login credentials secure is the responsibility of the User.

## **11. Termination and Cancellation of Accounts and Subscriptions**

RPM may terminate Accounts for breaches of these Terms or fraudulent activity. Users may also request Account termination at any time.

## **12. Services, Pricing, and Availability**

We strive to provide accurate service descriptions and pricing. However, service availability is not guaranteed and may change.

## **13. Orders and Provision of Services**

An order is considered accepted when we send a confirmation email. Users will receive a breakdown of costs and service details in the order confirmation.

## **14. Cancellation of Orders and Services**

Users in the EU have a 14-day cooling-off period to cancel their order and receive a refund, unless services have already commenced as stipulated in Directive 2011/83/EU on Consumer Rights.

## **15. Privacy**

Our Privacy Policy ([www.reallydoing.it/privacy](http://www.reallydoing.it/privacy)) explains how we handle your personal data. This is in accordance with the EU GDPR (Regulation (EU) 2016/679).

## **16. Data Protection**

We only use personal information for service delivery, processing payments, and providing updates (with opt-out options available).

## **17. Disclaimers**

We cannot guarantee uninterrupted or error-free Website access. No content on this Website constitutes legal or professional advice.

## **18. Changes to Facilities and Terms**

We may update our Website, content, or these Terms at any time. Continued use of the Website implies acceptance of changes.

## **19. Website Availability**

We are not liable for temporary downtime due to technical issues or external disruptions.

## **20. Limitation of Liability**

We are not responsible for indirect, incidental, or consequential damages resulting from Website use or reliance on its content, in line with Article 12-15 of the EU E-Commerce Directive.

## **21. No Waiver**

If we do not enforce a right under these Terms, it does not mean we waive that right in the future.

## **22. Previous Terms and Conditions**

If any conflict arises between these Terms and previous versions, the latest version shall prevail.

## **23. Third-Party Rights**

These Terms do not grant any rights to third parties.

## **24. Communications**

For inquiries, contact us at [contact@reallydoing.it](mailto:contact@reallydoing.it). Users can opt-in to receive service updates.

## **25. Governing Law and Jurisdiction**

These Terms are governed by Dutch law. Disputes shall be resolved in the jurisdiction of The Netherlands.

## **26. Use of AI Systems (EU AI Act – Limited Risk)**

26.1 RPM uses certain AI-based functionalities on the Website and within the Services, including but not limited to: automated suggestions, content generation or summarisation, chat- or assistant-style interfaces, recommendation features, and analytics that may support or personalise your learning experience. These functionalities qualify as AI systems within the meaning of the EU Artificial Intelligence Act (Regulation (EU) 2024/1689) and are considered limited-risk systems subject to transparency obligations under Article 50.

26.2 Whenever you interact directly with such an AI system (for example, when typing into an AI assistant, chatbot or similar automated interface), you will be clearly informed that you are interacting with an AI system, unless this is obvious to a reasonably well-informed, observant and circumspect user given the context and presentation of the feature. This information will be provided in a clear and distinguishable manner at the latest at the time of your first interaction with the AI system.

26.3 Where the Website or Services display or provide content that has been artificially generated or meaningfully manipulated by an AI system (for example, AI-generated explanations, practice questions, summaries or feedback), RPM will make reasonable efforts to label such content or otherwise clearly indicate its artificial origin, in line with Article 50(4) AI Act, unless the content has been subject to human review or editorial control and a natural or legal person assumes editorial responsibility for its publication.

26.4 RPM does not knowingly deploy emotion recognition systems or biometric categorisation systems within the Website or Services for end users. If such functionalities were to be introduced in the future, RPM would (i) clearly inform natural persons exposed to such systems of their operation, and (ii) ensure that any processing of personal data complies with the GDPR and other applicable EU and national data protection rules, as required by Article 50(3) AI Act.

26.5 The AI systems used in the Website and Services are designed to support and assist Users, and are not intended to make legally or similarly significant decisions about Users without meaningful human involvement. Users should not rely solely on AI-generated outputs for legal, financial, medical, HR or other high-impact decisions and remain responsible for critically assessing any AI-generated suggestions or content. This is without prejudice to your rights under applicable consumer protection, data protection, and fundamental rights legislation.

26.6 RPM may adjust, replace, or remove AI functionalities over time, including in order to comply with the EU AI Act, guidance from the European Commission's AI Office, or national supervisory authorities. Continued use of the Website and Services after such changes constitutes your acceptance of the updated use of AI systems, without prejudice to any mandatory information and transparency obligations that RPM must observe under Union or national law.