



General Terms

Last updated: 01 January 2022

Identity of RIA Play

Article 1.

RIA Play is a dynamic mobile and web application with a DIY web based customer portal offered by Creating Winners, based in The Netherlands & Malaysia. We are a privately owned company, founded in 2016 and are owned by Entrepreneurs who have a passion for serious gaming in combination with innovative yet proven learning methodologies such as Micro-Learning, Blended Learning, HILL, Drive by Daniel Pink, the 702010 principle and micro-learning. We use Play to create change and to make learning engaging, enjoyable and really effective.

Our mission is to “Create 1 Million Winners” via our serious gaming applications.

This is how you can reach us:

E-Mail:	gameone@creatingwinners.com
WhatsApp:	+60126857129
Online:	www.riaplay.com www.creatingwinners.com
Visit us in Europe:	Creating Winners BV Mauritskade 1, 2514 HC Den Haag The Netherlands
Visit us in Asia:	Creating Winners Sdn Bhd 58, Jalan Setiakasih Bukit Damansara 50490 Kuala Lumpur
Holding Company:	Creative Spires Investments BV
Company ID (COC):	78036100
Registered address:	Mauritskade 1 2514 HC Den Haag The Netherlands

Agreement

Article 2

1. After your needs have been made clear to us, we present you a quote. You have the option to change the order before accepting it. The prices and the contents of the services in this quotation are valid for 1 month.
2. When you confirm the quote and agree to the terms that you are now reading, the order is considered final and you are entering into an agreement with us.
3. An invoice is sent soon after by email via Xero, our bookkeeping system.
4. Once payment for the setup has been received, you can officially set up the structure, start building learning content, add users, etc. in <https://customer.riaplay.com>. Although typically, we have already provided you access.
5. Once payment for the user licences has been received, you can officially invite players to access <https://learn.riaplay.com>. You will receive further invoices at stipulated times, should you have opted for more user named user licences (for which the fees will be prorated), services or instalments.
6. Creating Winners supplies standard basic support for the set-up and operation of the Platform. We can make functional changes or assist you with such changes. Changes that take longer than



an hour to implement will be charged separately. If the support is structurally more than agreed, we shall send you a quotation. Creating Winners also offers more extensive support, in which we take care of the user management for you as well as providing the basic support. We can also provide on-going assistance for campaigns.

Right of withdrawal

Article 3.

If you're unhappy about something or need support, please reach out to us via gameon@creatingwinners.com. And if within the first 30 days you turn out to be truly unhappy with the functioning of the application, we allow you to withdraw from the agreement and will refund you the paid funds for all unused user licences minus the set up fee and a termination fee of 25% of the total order value.

Price

Article 4.

1. All features as presented on www.riaplay.com are included in the pricing.
2. All pricing presented online or in a quote excludes (any) taxes. If applicable, taxes will be included on your invoice.
3. Should withholding taxes apply, the full applicable percentage is added to the invoice amount.
4. Prices are fixed in Euro (EUR) but we can invoice in many local currencies. Please ensure you receive a quote in the agreed currency before accepting. Invoices are sent in the currency of the quote.
5. If required, currency conversion takes place on the day of invoicing.
6. Travel costs outside of the specified city by our team based in The Hague, Netherlands or by our team in Kuala Lumpur, Malaysia, should be reimbursed; we only travel after an additional order has been given in writing for that purpose.
7. If the immediate execution of the work is obstructed by causes beyond the control or authority of Creating Winners, the costs arising from it will be charged separately.
8. Prices are based on the performance of work during local office hours which are 9am to 6pm.

Payment

Article 5.

1. After accepting our quote online, an invoice is sent via email to you.
2. Payment can be made online with debit or credit card (stripe) or via a bank transfer.
3. All invoices are payable within seven (7) days after invoice date.
4. If you opt for monthly payments instead of yearly, you will need to make payment online via credit card.
5. Please note that only once payment has been received, the user licences will remain active on your account. If payment has not been received timely we may deactivate your customer and/or user account.
6. Any invoices not paid by you on or before the due date will bear interest after the due date until the invoice is paid at the lesser of twelve (12%) percent per annum or the highest lawful rate.
7. Please ensure your account details are correct and up to date.



User licences

Article 6.

1. The user right is name-based, valid for 12 months and is activated once the player logs in.
2. The user licence must be activated within 3 months of the start date of the contract and ends 12 months later unless annual charges for licences and support are agreed to.
3. You are responsible for the use of the licences within the number of licences you have purchased. If more licences are used, they will be charged separately on the same terms and conditions;
4. More services or licences may be purchased during the term of this agreement, but they cannot be scaled down.

Deadlines & quality of the serious games

Article 7.

We can only meet the estimated deadline if the information we request is supplied within the set time, arrangements can be made, decisions are made in due time and the necessary employees are sufficiently available and dedicated. These are strict preconditions if we are to adhere to the time of use we have stated here. Moreover, the success of the serious games depends on the client's commitment, the design of the trails and the quality of the included content.

Complaints

Article 8.

1. If you have a complaint or an issue, we are going to get right on top of that. Please WhatsApp or email us to let us know what's wrong. Our contact details can be found under Article 1.
2. We respond to complaints immediately or we will let you know how long it will take to resolve the issue.
3. Please feel free to contact Jan-Willem Smulders (janwillem@creatingwinners.com) if you feel a complaint has not been properly resolved.

Disputes

Article 9.

If we really cannot come to an agreement on something, this agreement and all associated non-contractual obligations shall be governed by and construed in accordance with the laws of The Netherlands.

All done

Article 10.

We have no further terms. But if we change any of our terms in the future, we will highlight this online.