



Refplan

Terms and Conditions

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Article 1 — Definitions

The following terms are used in these Terms and Conditions:

- "Refplan" (also: "We" or "Us"): the provider of the Service, being CVC consultancy, registered with the Chamber of Commerce (KvK) under number 93483740, trading under the trade name Refplan.
- "Service": the online software platform Refplan, available via the website (refplan.app) and the associated mobile applications (including the progressive web app and, where available, native apps via the App Store and Google Play), with which sports associations and sports organisations can plan and manage referees, jury members or comparable officials for matches and other activities.
- "Club", "Association" or "Client": the sports association or comparable sports organisation that enters into an agreement with Refplan for the use of the Service. These three designations are interchangeable in these Terms and Conditions.
- "Team": a competition-playing unit registered by the Club with its sports governing body (such as the KNVB) for the current seasonal competition, in a category designated as counting on refplan.app/en/pricing, regardless of whether the Club uses the Service for that Team. The reference date for the number of Teams is the commencement date of the Subscription Period. For Clubs without registration with a sports governing body, a written declaration by the Club applies, whereby Refplan reserves the right to carry out random checks.
- "Subscription Period": the fixed period (one month or one year) for which the Club takes out the Service, as chosen upon registration or upon renewal.
- "Trial Period": a free period of 60 days from registration during which the Club may use the Service without obligation and without any payment obligation. The Trial Period does not automatically convert into a paid subscription; for that, the Club must actively take out a subscription. These Terms and Conditions and the Data Processing Agreement also apply during the Trial Period.
- "Payment Service Provider": the external service provider that handles payments on behalf of Refplan (current provider: Stripe Payments Europe Ltd.).
- "End User": a natural person (referee, planner or administrator) who uses the Service on behalf of the Club.
- "Agreement": the agreement between Refplan and the Club for the use of the Service — consisting of these Terms and Conditions, the Data Processing Agreement and the specific subscription details (the chosen subscription form, the stated number of Teams and the applicable rate) as recorded upon registration or renewal. The Trial Period also falls under the Agreement.
- "Personal Data": data relating directly or indirectly to an identifiable natural person.
- "GDPR": the General Data Protection Regulation (EU) 2016/679.

Article 2 — Applicability

1. These Terms and Conditions apply to all offers, quotations, agreements and deliveries by Refplan relating to the Service.
2. Deviating terms of the Club do not apply, unless agreed in writing.
3. By registering for the Service or by using the Service, the Club agrees to these Terms and Conditions on its own behalf and on behalf of the End Users to whom it grants access to the Service.
4. Refplan reserves the right to amend these Terms and Conditions. The Club will be notified by e-mail at least 30 days in advance. Continued use after the effective date constitutes acceptance.

Article 3 — The Service

1. Refplan grants the Club a non-exclusive, non-transferable right to use the Service for the duration of the Agreement.

2. The Service enables the Club to: register and manage referees; keep track of referees' availability; create matches and assign referees; send notifications via e-mail and push notifications.
3. Refplan aims for an availability of the Service of 99% per calendar year, with the exception of scheduled maintenance windows. Scheduled maintenance windows are, where possible, planned outside peak hours (Mon–Thu 19:00–22:00).
4. Refplan reserves the right to modify the Service, to add or remove features, where this is reasonably necessary. Material changes are communicated in advance.
5. Refplan does not guarantee that the Service functions without errors or without interruption. Refplan is not liable for damage resulting from temporary unavailability of the Service.
6. The Service may import match and competition data of the Club from third-party services, in particular the administration system of the Club's sports governing body (such as Sportlink or the KNVB). These third-party services are subject to their own terms and are beyond Refplan's control. Refplan is not responsible for their availability, accuracy, modification or discontinuation, nor for the accuracy or completeness of the data supplied by them.

Article 4 — Subscription, rate and payment

1. The Club takes out a subscription to the Service for a Subscription Period of one month or one year, at the Club's choice when taking out the subscription. The applicable subscription forms and rates are published at refplan.app/en/pricing.
2. The rate consists of two components: (a) a fixed fee per Subscription Period, and (b) a variable fee based on the number of Teams stated by the Club. The exact rate is set out on the payment page and the invoice from the Payment Service Provider that the Club receives when taking out the subscription.
3. All stated rates are inclusive of VAT, unless expressly stated otherwise.
4. The agreed rate is fixed for the entire current Subscription Period. Refplan does not adjust the rate during a current Subscription Period, even if Refplan adds new functionality or changes the rates for subsequent Subscription Periods.
5. When taking out the subscription, the Club states the correct number of Teams (as defined in Article 1). The Club informs Refplan without delay if this number materially changes in the interim; a change takes effect at the next Subscription Period at the rate then applicable.
6. If it appears that the Club, when taking out or renewing the subscription, stated an incorrect (too low) number of Teams, or fails to report a material change in the number of Teams, Refplan is entitled, at its own choice: (a) to charge the difference in rate retroactively from the commencement of the current Subscription Period; or (b) to terminate the Agreement with immediate effect in accordance with Article 11. In the latter case, there is no right to a refund of amounts already paid.
7. Payment of the subscription rate is processed via the Payment Service Provider (Stripe Payments Europe Ltd.). The Club agrees to the applicable terms of the Payment Service Provider insofar as these relate to the execution of the payment transaction. Refplan is not a party to the payment processing itself.
8. Payment is made in advance: for a monthly subscription in advance per month, for an annual subscription in advance for the entire Subscription Period.
9. In the event of late payment, the Club is in default by operation of law after a payment term of 14 days and a written reminder. Refplan is entitled to suspend or terminate access to the Service until payment has been received.

Article 5 — Obligations of the Club

1. The Club is responsible for the correct and lawful use of the Service by its End Users.
2. The Club warrants that End Users use the Service only for the purpose for which it is intended.
3. When taking out the subscription, the Club provides Refplan with correct and current information, including in particular the correct number of Teams (as defined in Article 1). Material changes — including a change in the number of Teams — are reported without delay. For the consequences of stating an incorrect number of Teams, reference is made to Article 4.
4. The Club is responsible for managing the login credentials of End Users. Any misuse detected is reported to Refplan without delay.

5. The Club informs its End Users, prior to their use of the Service, of the processing of their personal data and refers them to Refplan's Privacy Statement.

Article 6 — Prohibitions

The Club and End Users are not permitted to:

- use the Service for unlawful, fraudulent or harmful purposes;
- grant access to third parties outside the Club without Refplan's permission;
- reverse-engineer, copy, distribute or otherwise misuse the Service;
- perform acts that disrupt or overload the operation of the Service;
- access or process data of other Clubs.

Article 7 — Intellectual property

1. All intellectual property rights relating to the Service, the software, the trademark rights in "Refplan" and all other content belong to Refplan or its licensors.
2. The Club obtains only the right of use as described in Article 3. Nothing in these Terms and Conditions implies a transfer of intellectual property rights.
3. The data entered by the Club and End Users (match data, availability, etc.) remains the property of the Club. Refplan processes it solely for the purpose of performing the Agreement.

Article 8 — Confidentiality

1. The parties treat confidential information obtained from each other as strictly confidential and do not provide it to third parties, unless required by law or regulation.
2. Refplan ensures appropriate technical and organisational measures to protect the data of the Club and End Users.

Article 9 — Liability

1. Refplan's total liability for direct damage is limited to the amount that the Club has paid to Refplan in the three months preceding the event causing the damage.
2. Refplan is never liable for: indirect damage, consequential damage, lost profit or turnover, loss of data, damage due to force majeure.
3. The limitations set out in this article do not apply if the damage is caused by intent or deliberate recklessness on the part of Refplan.
4. Refplan is not liable for damage resulting from incorrect or unlawful use of the Service by the Club or End Users.
5. Refplan is not liable for damage arising from the unavailability, inaccuracy, modification or discontinuation of third-party services with which the Service integrates (such as Sportlink), nor for the data supplied by those services.
6. The Club indemnifies Refplan against claims by third parties — including End Users, Data Subjects and supervisory authorities — arising from: (a) unlawful or incorrect use of the Service by the Club or its End Users; (b) the data entered or supplied by the Club; or (c) the Club's failure to comply with its obligations under the Agreement, these Terms and Conditions or the statutory obligations incumbent upon it, including its obligations as Controller under privacy legislation.

Article 10 — Force majeure

1. Refplan is not bound by its obligations if performance is prevented by force majeure. Force majeure is understood to mean: disruptions at hosting providers, internet outages, power failures, cyberattacks, government measures or other circumstances beyond Refplan's reasonable control.
2. In the event of force majeure lasting more than 30 consecutive days, the Club has the right to dissolve the Agreement in writing.

Article 11 — Term, renewal and termination

1. The Agreement is entered into for the chosen Subscription Period (one month or one year). The monthly and the annual subscription have a different course, as described in this article.
2. The monthly subscription automatically continues for a further month after the end of each month, until the Club cancels. The Club may cancel the monthly subscription at any time; the cancellation takes effect at the end of the current month. There is no right to a refund of the month already in progress.
3. The annual subscription is not tacitly renewed and ends by operation of law on the last day of the Subscription Period, unless the Club actively confirms a new Subscription Period before that date at the rates and conditions applicable at that time.
4. Refplan gives the Club the opportunity, in good time before the end date, to renew the annual subscription, including via the Service. Upon renewal, the Club states the current number of Teams again if necessary; the rate then applicable applies.
5. Refplan reserves the right to adjust the rates for subsequent Subscription Periods, for example in connection with new or expanded functionality, changed costs or market conditions. A rate change never takes effect within a current Subscription Period (see Article 4(4)). For an annual subscription, changed rates only apply upon an active renewal. For a continuing monthly subscription, Refplan announces a rate change by e-mail at least 30 days in advance; the change takes effect at the next month and the Club may cancel the subscription if it does not accept the change.
6. If the Club does not renew an annual subscription before the end date, the Agreement automatically ends on that date and access to the Service is terminated. There is no right to a refund of amounts already paid.
7. If the Club does not take out a paid subscription within the Trial Period, access to the Service ends upon expiry of the Trial Period.
8. Refplan may terminate the Agreement with immediate effect or suspend access if: (a) the Club seriously fails to comply with its obligations, including late payment; (b) the Club is declared bankrupt or applies for a suspension of payments; (c) the Club stated an incorrect number of Teams when taking out or renewing the subscription or fails to report material changes thereto (see Article 4(6)); or (d) the Club uses the Service in breach of these Terms and Conditions or applicable law. In the event of termination pursuant to this paragraph, there is no right to a refund of amounts already paid.
9. After termination of the Agreement or expiry of the Trial Period, the Club's data is retained for 90 days, after which it is permanently deleted. The Club may submit an export request within this period via support@refplan.app.

Article 12 — Personal Data and Data Processing Agreement

1. The Club is the Controller within the meaning of the GDPR for the personal data it processes via the Service. Refplan acts as Processor and processes personal data solely on the instructions of the Club and in accordance with the GDPR.
2. The Data Processing Agreement as published at refplan.app/en/dpa applies between the parties. By accepting these Terms and Conditions — upon registration for the Service, including the start of the Trial Period, or by using the Service — the Club also accepts the Data Processing Agreement in force at the time of acceptance. The Data Processing Agreement forms an integral part of the Agreement.
3. In the event of any material change to the Data Processing Agreement, the Club is informed by e-mail at least 30 days in advance. Continued use of the Service after the effective date constitutes acceptance of the new version.
4. Upon request, Refplan provides a signed copy of the Data Processing Agreement for the Club's records. A separate signing flow is not required for validity; the document as published is binding on both parties from the moment of acceptance.
5. The version and date of the Terms and Conditions and Data Processing Agreement applicable at the time of acceptance are recorded by Refplan for evidentiary purposes.

Article 13 — Applicable law and disputes

1. These Terms and Conditions and the Agreement are governed by Dutch law.
2. Disputes are first resolved amicably. If this is unsuccessful, disputes are submitted to the competent court of the District Court of Oost-Brabant.

Article 14 — Miscellaneous provisions

1. If a provision of these Terms and Conditions proves to be null and void or voidable, this does not affect the validity of the remaining provisions. The parties will replace the invalid provision with a valid provision that approximates the original intention as closely as possible.
2. Refplan may transfer its rights and obligations under the Agreement to a third party, provided that the Service and its quality do not materially change.
3. In the event of conflict between specific arrangements recorded in writing between Refplan and the Club and these Terms and Conditions, those specific arrangements prevail.

This document is an English translation of the Dutch "Algemene Voorwaarden". In the event of any discrepancy between the English and Dutch versions, the Dutch version prevails.