

GENERAL TERMS AND CONDITIONS – CAPTURE MY SPIRIT

Article 1 Definitions

1. Capture my Spirit established in Gouda, Chamber of Commerce number 63436434, is referred to as a service provider in these general terms and conditions.
2. The other party is referred to as the customer in these general terms and conditions.
3. The agreement means the agreement for the assignment on the basis of which the service provider performs work for the customer against payment of fees and costs towards the customer and whereby the general terms and conditions have been declared applicable.

Article 2 Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, invoices, work, agreements, delivery of services and goods and invoices by or on behalf of the service provider to which it has declared these terms and conditions applicable, insofar as these terms and conditions are not expressly deviated from in writing.
2. The conditions also apply to actions of third parties engaged by the service provider in the context of the assignment.
3. The most recently sent version of these general terms and conditions is always applicable.
4. The applicability of the customer's general terms and conditions is expressly rejected.
5. If at any time one or more provisions in these general terms and conditions are wholly or partially invalid or should be annulled, the other provisions of these general terms and conditions will remain fully applicable.

Article 3 Quotations

1. If no acceptance period is stated in the offer, the offer will expire after 14 calendar days.
2. The service provider cannot be held to its quotation if the customer could reasonably understand that the quotation, or a part thereof, contains an obvious mistake or error.
3. Quotations do not automatically apply to follow-up orders.

Article 4 Rates and payments

1. The agreement is entered into for a definite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. The offer states the package price of the selected service including VAT or the estimated number of hours required with the service provider's usual hourly rate. Any other additional costs, such as travel costs, are included.
3. If no fixed price has been agreed, the rate can be determined on the basis of hours actually spent. An estimate will be given on the quotation of the number of hours required. This estimate is based on experience with similar projects. No rights can be derived from this estimate. If it appears that more effort is required, this will be communicated to the customer in good time. The final invoiced amount is calculated according to the usual hourly rates of the service provider based on the actual hours used.
4. With acceptance of the offer, the obligation to pay arises, even if the entire trajectory or the entire course is not completed. Service provider is entitled to request a deposit. Services that take place on the basis of an hourly rate are invoiced monthly in arrears. The Service Provider is entitled to suspend the work until the (next) payment has been made.
5. The rates agreed upon entering into the agreement are based on the price level applied at that time. The service provider has the right to adjust the fees annually. It also has the right

to adjust the fees at any time if changed circumstances so require. Adjusted rates will be communicated to the customer as soon as possible.

6. If necessary, the customer will receive an extra invoice for costs not previously invoiced for additional work caused by changed wishes or circumstances. Additional work will be communicated to the customer in a timely manner, will only be carried out after proper consultation and will be calculated on the basis of the service provider's usual hourly rate.

7. Invoices must be paid within 10 working days of the invoice date, unless the parties have made other agreements about this in writing or a different payment term is stated on the invoice.

8. If the customer fails to pay an invoice on time, it will be in default by operation of law and will owe statutory interest. The interest on the amount due will be calculated from the moment the customer is in default until the moment of payment of the full amount owed.

9. If the customer is in default or in default in the fulfillment of his obligations, all reasonable costs incurred in obtaining payment out of court are for the account of the customer.

10. In the event of liquidation, bankruptcy, attachment or suspension of payment of the customer, the claims of the service provider are immediately due and payable.

Article 5 Provision of customer information

1. The Client shall make all information relevant to the execution of the assignment available to the service provider in a timely manner.

2. The Customer guarantees the correctness, completeness and reliability of the data made available, even if they originate from third parties. The service provider will treat the data confidentially.

3. The customer indemnifies the service provider against any damage resulting from failure to comply with the provisions of this article.

4. If the customer does not provide the required information or does not make it available in time and the execution of the order is delayed as a result, the resulting additional costs will be borne by the customer.

Article 6

Performance of the agreement

1. Service provider carries out the assignment to the best of its knowledge and ability. It is not liable for failure to achieve the result intended by the customer.

2. Because some services of the service provider are provided online, it cannot guarantee that its services are available at any time at every location.

Article 7 Amendment of the agreement

1. If during the execution of the assignment it appears that it is necessary to change or supplement the work to be performed, the parties will adjust the agreement in good time and in consultation.

2. If the parties agree that the agreement will be amended or supplemented, the time of completion may be affected. The service provider will inform the customer of this as soon as possible.

3. Cancellation of an agreement by the customer is only possible in writing. Cancellation within 48 hours before the start of the work results in the obligation to pay 50% of the amount quoted.

4. A separate consultancy conversation can be moved free of charge up to 24 hours before the start; if the session is rescheduled or canceled within 24 hours, or if the session is absent, the session will be canceled and will be charged as such.
5. It is not possible to exchange and/or return purchased digital products, including an online course. By ordering and paying for the digital products, the customer gains access to his purchase. The customer expressly agrees that he thereby waives the right to make use of the cooling-off period and the right to withdraw from the agreement. In principle, a coaching program is taken for 2, 3, 4 or 6 months and is not automatically extended afterwards. If the customer proceeds to premature termination for reasons other than force majeure or negligence on the part of the service provider, the service provider is nevertheless entitled to payment of the full agreed contract sum, including compensation for the costs incurred and any costs to be incurred. If the payment has already been made, no refund will be made.
6. Service provider reserves the right to make changes to the dates and location of a workshop. In the event that the location or dates are changed by the service provider, the customer has the right to cancel within 72 hours after notification of the change or to register free of charge for a workshop at a later time. Any refund of the amount already paid by the customer will take place within 10 working days after the change.
7. If the customer is unexpectedly unable to attend a workshop, the following cancellation conditions apply: the customer can cancel his purchase free of charge up to 48 hours before the start. Within 48 hours before the start, the customer is entitled to transfer the proof of purchase to another person, as long as this other person meets the same conditions of participation and the new data is passed on to the service provider.
8. Contrary to what is stated in the previous paragraph of this article, different conditions of an event platform such as "Eventbrite" may apply to the purchase of tickets for a workshop.

Article 8 Online course

1. Registration for an online course only takes place via the designated registration page.
2. Customer is obliged to pay the costs for participation after registration.
3. After receipt of payment, the customer will receive written confirmation of the registration, after which registration is final.
4. The duration of an online course varies per course and is stated in the course description.
5. If the customer cancels the agreement to follow an online course after the start or payment of this course, no refund will be made.
6. Service Provider reserves the right at any time to change or discontinue any or all of the functionality of one or more components of online programs at any time for a specified period of time or forever. This will be communicated to the customer at all times.
7. In the event of a change as referred to in the previous paragraph of this article, for whatever reason, the customer is only entitled to a pro rata refund of the amount already paid to the service provider.

Article 9 Force majeure

1. In the event of force majeure, the service provider is entitled to interrupt, move or cancel its activities. Force majeure applies, among other things, if the execution of the agreement, temporarily or otherwise, is prevented by circumstances over which the service provider cannot reasonably exert any influence, such as illness, accidents or fire.
2. If a situation as described in the first paragraph of this article occurs, the obligations of the service provider towards the customer will be suspended as long as the service provider

cannot meet its obligations. If this situation has lasted longer than 30 calendar days, both parties have the right to dissolve the agreement in writing.

Article 10 Liability for damage

1. The service provider is not liable for damage arising from this agreement, unless the damage is caused intentionally or with gross negligence.
2. The service provider is not liable for damage caused by relying on incorrect or incomplete information provided by or on behalf of the customer.
3. Customer is ultimately responsible for checking the quality of the work performed.
4. The customer remains responsible at all times for the application or execution of knowledge or actions as acquired during a trajectory, workshop or online course.
5. In the event that the service provider owes compensation to the customer, the damage will not exceed the amount paid out by the liability insurance, or charged to the customer by the service provider.
6. The customer indemnifies the service provider against all claims from third parties related to the services and products it provides.

Article 11 Intellectual property

1. The intellectual property rights to the materials and advice made available to the customer by the service provider are vested in the service provider. The customer is expressly not permitted to reproduce, publish or make available to third parties the material and documentation provided without prior permission.
2. Any act contrary to the provisions of this article is regarded as an infringement of copyright.
3. In the event of infringement, the service provider is entitled to compensation amounting to at least three times the license fee normally applied by it for such form of use, without losing any right to compensation for other damage suffered.
4. When image recordings are made during a workshop by the customer, this must at all times be made known to the service provider and it is expressly prohibited to use these recordings for purposes other than personal use. If other participants are in this footage, permission from them is also required.
5. Service Provider grants the customer a limited, personal, non-exclusive, non-sublicensable, non-transferable and revocable right to use the online course for personal purposes.
6. Upon termination of the online program, the customer's right to log in expires. The information and services provided during the term of the agreement remain the property of the service provider. It is the customer's own responsibility to store the material.

Article 12 Special provisions

1. Both parties are bound to secrecy with regard to all confidential information that they have obtained in the context of their agreement. Customer is referred to the privacy statement for more information.
2. During the online course, customers can communicate with each other, for example by posting comments in the closed group on Facebook. The customer declares not to send spam or other unwanted messages. Acting in violation of these terms and conditions may result in immediate denial of access and use of the service provider's services.

3. The service provider is at all times free to remove communication or other parts of the shared information without further notice, if the content of this communication and information justifies its removal.

4. The Service Provider reserves the right to exclude customers whose behavior hinders or complicates the course of a workshop from further participation in the relevant workshop or future workshops. Exclusion does not affect the obligation to pay the costs for the workshop concerned.

Article 13 Complaints

1. The customer is obliged to make complaints about quotations, invoices and/or the services and products provided as soon as possible, but at the latest within 7 calendar days after the complaint has arisen, in writing and with reasons to the service provider. It aims to deal with complaints within 48 hours.

Article 14 Dispute Resolution

1. Dutch law applies to these general terms and conditions.

2. The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

3. All disputes will be settled by the competent court in the district in which the service provider is established.

4. Contrary to the statutory limitation periods, the limitation period for all claims and defenses against the service provider and third parties involved is 12 months.