



Geld
verdienen
met Pinnen

TERMS AND CONDITIONS VEERLEZ

Article 1 Definitions

1. Veerlez, with trade names Fearless Business, Geld verdienen met Pinnen and Veerlez, located in Bilthoven, Chamber of Commerce number 57353913, is referred to in these general terms and conditions as a service provider.
2. The other party is referred to as a customer in these general terms and conditions.
3. The agreement refers to the agreement of the assignment based on which the service provider carries out work for the customer against payment 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 activities by or on behalf of the service provider to which it has declared these terms and conditions applicable, insofar as these terms and conditions have not been expressly deviated from in writing.
2. The terms and conditions also apply to actions by 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 always applies.
4. The applicability of the customer's general terms and conditions is explicitly rejected.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or should be annulled, the other provisions in these general terms and conditions will remain fully applicable.

Article 3 Quotation

1. If no acceptance period is set in the quotation, the quotation will lapse after 30 calendar days.
2. The service provider cannot be held to its quotation if the customer could reasonably understand that the quotation, or any part thereof, contains an obvious mistake or clerical 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 explicitly agree otherwise in writing.
2. The quotation states the (package) price of the chosen service or product excluding VAT or the estimated number of hours required with the usual hourly rate of the service provider. Any other additional costs, such as travel and material costs, will be invoiced separately.
3. If no fixed price has been agreed, the rate can be determined on the basis of the hours actually spent. The quotation will include an estimate 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 actually used hours.
4. Acceptance of the quotation creates an obligation to pay, even if the entire quoted work is not completed, unless a legal obligation provides otherwise. The service provider has the right to request a deposit.
5. Digital products must be paid in full in advance.
6. For a trajectory, the work is not started before a down payment has been paid. Payment in installments is not excluded. In such a case, however, the service provider is entitled to suspend the agreement until a subsequent payment has been made.
7. The rates agreed upon when entering into the agreement are based on the price level applied at that time. The service provider has the right to adjust the fees at any time if changed circumstances so require.
8. If necessary, the customer will receive an extra invoice for costs not yet 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 usual hourly rate of the service provider.
9. Invoices must be paid within 14 calendar days of the invoice date unless the parties have made other agreements about this in writing, a different payment term is stated on the invoice or work is to commence earlier.
10. If the customer fails to pay an invoice on time, it will be in default by operation of law and owe statutory interest. The interest on the due amount will be calculated from the moment the customer is in default until the moment of payment of the full amount due.
11. If the customer is in default or in omission in the fulfillment of his obligations, all reasonable costs incurred in obtaining a settlement out of court will be borne by the customer.
12. In the event of liquidation, bankruptcy, seizure, or suspension of payment of the customer, the claims of the service provider are immediately due and payable and any licenses already granted will expire immediately.

Article 5 Provision of information

1. The customer will make all information relevant to the execution of the order available to the service provider.
2. The customer guarantees the correctness, completeness, and reliability of the information made available, even if it originates 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 or not timely make the required information available and the execution of the order is delayed as a result, the resulting additional costs will be borne by the customer.

Article 6 Execution of the agreement

1. Service provider performs assignments to the best of her knowledge and ability. It is not liable for failure to achieve the result intended by the customer. In addition, the service provider cannot guarantee results; these partly depend on other factors and persons in the customer's company.
2. Because some services of the service provider are delivered online, it cannot guarantee that its services are available at any time at every location.

Article 7 Amendments to 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 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. The service provider is authorized to terminate the agreement if new facts or circumstances arise, as a result of which there is a disruption of the relationship of trust. In such a case, the service provider is not obliged to pay compensation.
4. Cancellation of an agreement by the customer is only possible in writing. In case of cancellation, the following cancellation conditions apply: cancellation up to 7 calendar days before the start of the work is free of charge; in case of cancellation within 7 days before the start, 50% of the quoted amount will be charged. If the work has already started, the customer will owe the entire amount in the event of cancellation, unless a legal obligation provides otherwise.
5. It is not possible to exchange and/or return purchased digital products, including an online course or templates. 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 reflection period and the right to withdraw from the agreement.

6. The coaching sessions from a trajectory must be scheduled within four months after purchase. The customer is responsible for this himself.
7. A session (within a trajectory) can be rescheduled free of charge up to 24 hours prior to the session; after these 24 hours, the session will expire and will be charged as such.

Article 8 Force majeure

1. In the event of force majeure, the parties are entitled to interrupt or move the agreement. Force majeure includes if the performance of the agreement, whether or not temporarily, is prevented by circumstances beyond the reasonable control of the parties, such as illness, accidents, fire, a pandemic, or government measures.
2. If a situation as described in the first paragraph of this article occurs, or other circumstances occur as a result of which the agreement cannot be continued temporarily, the obligations will be suspended as long as the parties are unable to fulfill their obligations. In such a situation, the parties jointly seek a solution. If this situation continues without an appropriate solution, both parties have the right to dissolve the agreement in writing without reversing. The costs incurred and hours worked up to that point become immediately due and payable.
3. In the event of a business agreement, the parties are obliged to relocate the activities and the payment obligation will be maintained.
4. If the customer wishes to relocate the agreement due to covid, but government measures do not make it impossible to continue, whether or not in an adapted form, the service provider is entitled to charge the costs associated with this relocation.

Article 9 Liability for damage

1. The Service Provider is not liable for damage resulting from this agreement unless the damage was caused intentionally or through gross negligence.
2. The Service Provider is not liable for damage caused by the use of incorrect or incomplete information provided by or on behalf of the Customer.
3. The service provider is not liable for the operation of software, including social media features.
4. The customer is ultimately responsible for checking the quality of the work performed.
5. The customer remains responsible at all times for the application or execution of knowledge or actions as gained during an agreement.
6. The service provider is not responsible for obtaining correct consent under the GDPR and other legal requirements that the customer must comply with within the performance of its work.
7. In the event that the service provider owes compensation to the customer for direct damage, the damage shall not exceed the amount charged by the service provider to

the customer in the three months before the damage occurred, unless reasonableness and fairness require otherwise.

8. The customer indemnifies the service provider against all claims from third parties related to the services and products it supplies.

Article 10 Intellectual property

1. The intellectual property rights to the materials and advice made available to the customer by the service provider rest with the service provider. The customer is expressly not permitted to reproduce, disclose or make available to third parties the material and documentation provided without prior permission.
2. Any act in violation of the provisions of this article is considered an infringement of copyright.
3. In the event of an infringement, the service provider will be entitled to compensation amounting to at least three times the license fee it normally charges for such a form of use, without losing any right to compensation for other damage suffered.
4. By entering into the agreement, the customer service provider gives permission to use the visual material for its portfolio, advertisements, social media, magazine articles, printed matter, exhibition material, and demonstration material, unless expressly objected to this in advance.

Article 11 Special provisions

1. Both parties are bound to secrecy of all confidential information obtained in the context of their agreement. For more information, the customer is referred to the privacy statement.
2. In the case of group coaching, the service provider will make every effort to ensure that data from other participants are not visible to each other. If the service provider cannot guarantee this, the customer is responsible for being aware of the information that is shared and for treating other participants with respect.

Article 12 Workshops

1. The Service Provider reserves the right to make changes to the dates and location of a workshop. In case the location or data is changed by the service provider, the customer has the right to cancel or register free of charge for a workshop at a later time.
2. If a workshop cannot take place offline due to circumstances over which the service provider cannot exert influence, the service provider is entitled to give the workshop online. This does not entitle the customer to a refund unless otherwise agreed.
3. If the customer is unexpectedly unable to attend a workshop, the ticket may be resold as long as the new participant complies with the same participation conditions and

the new data is passed on to the service provider no later than three days before the start of the workshop.

4. When photos are taken during a workshop by the customer, this must be made known to the service provider at all times and it is expressly prohibited to use this content for purposes other than personal use. Images may only be shared on social media if the service provider is tagged in the message and no clear course material is visible. If other participants are recognizable on this image material, their permission is also required.
5. The Service Provider reserves the right to exclude participants whose behavior obstructs or complicates the course of a workshop from further participation in the relevant workshop or future workshops. The exclusion does not affect the obligation to pay the costs for the workshop concerned.

Article 13 Online course

1. If the offer is accepted and the course is purchased online, a payment obligation is immediately created for the customer, which also continues if the entire course is not followed or the content made available is used, unless the course has been purchased privately. In such a case, the legal rules will be followed and the amount will be settled pro-rata.
2. The customer will only receive access to the content after payment of the agreed amount.
3. The service provider has the right to adjust the fees when a course is given again. It also has the right to adjust the price in the run-up to a course for promotional purposes.
4. The service provider will perform the agreement to the best of its knowledge and ability. However, it is not responsible for not achieving the result that the customer intended with the purchase. The customer remains responsible at all times for the application or execution of knowledge or actions as gained during an agreement.
5. Because the course uses a platform of a third party, the service provider cannot guarantee that the content is available at any time and any location.
6. The Service Provider reserves the right to refuse participation at all times.
7. The service provider is entitled to expand, limit or modify the content of a course.
8. Client obtains a limited and personal right to use the content of the course for personal purposes. The content is meant to inspire, not copy.
9. The information provided during the period of the course remains the property of the service provider. She will indicate in time until when the content is available. It is the customer's own responsibility to view the material on time and where it is possible to save it.
10. During participation, participants can communicate with each other, for example by posting reactions in the community under posts. The customer declares not to send spam or otherwise unwanted communications. Acting in violation of these conditions may result in immediate denial of access and use of the services of the service provider.

11. The service provider is at all times free to delete communication or other parts of the shared information without further notice if the content of this communication and information justifies its removal.
12. The Service Provider reserves the right to exclude participants whose behavior obstructs or complicates the course of a course from further participation and, if necessary, from future participation. The exclusion does not affect the obligation to pay the costs for the relevant content.

Article 14 Complaints

1. The customer is obliged to inform the service provider in writing and with reasons for complaints about quotations, invoices and / or the services and products provided as soon as possible, but no later than within 7 calendar days after the complaint arose. It strives to respond to complaints within 5 working days.
2. Submitting a complaint does not suspend the payment obligation.

Article 15 Dispute resolution

1. These general terms and conditions are governed by Dutch law.
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 unless a legal obligation provides otherwise.
4. Contrary to the statutory limitation periods, the limitation period for all claims and defenses against the service provider and third parties involved in 12 months.