

# GENERAL TERMS AND CONDITIONS

(Version 10 May 2021)

## OVERVIEW

This website is operated by AllBe Health, VOF (with trade name AllBe). Throughout the site, the terms “AllBe”, “we”, “us” and “our” refer to AllBe Health, VOF. AllBe offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“General Terms and Conditions”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

Any new features or tools which are added to the current store shall also be subject to the Terms. You can review the most current version of the Terms at any time on AllBe’s website. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Questions about the Terms should be sent to us at [info@allbe.nl](mailto:info@allbe.nl).

## SECTION 1 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **SECTION 2 – PAYMENTS, CANCELLATIONS & REFUNDS**

### **A. Payments Generally**

Payment at point of registration occurs through an online payment portal or bank transfer. Places on a course or coaching cannot be reserved without full payment or an advance payment. We work on a first come first serve basis. As soon as your payment is in, your place is secured. If a course is oversubscribed and your payment is not yet in, you will not have a place on that course. In which case, you will be rescheduled to a later course or receive a refund.

If your employer is paying your fee, we can send an invoice directly to them. You must provide us with written permission from your employer and provide the correct invoicing address and details. If you do not have your employer's written permission when you want to register online, then you may pay the registration fee yourself and we will provide you with a receipt, which you can give to your employer who can then reimburse you directly.

### **B. Cancellation & Refund Policy**

#### **1. Individual Coaching Sessions**

The reports, tools, and content that AllBe creates for individual coaching sessions are based on your personal profile and are customized for your needs. If you cancel a coaching appointment more than 48 hours ahead of time you will receive a 100% refund. If you cancel a coaching appointment less than 48 hours ahead of time you will not receive a refund. As a customized service, the statutory 14-day reflection period does not apply to individual coaching sessions.

#### **2. Courses**

After signing the registration form and making your payment, a place is reserved for you on the given course.

- If you cancel participation more than one month before the start of the course you will receive a 100% refund.
- If you cancel participation less than one month before the start of the course you will receive a 50% refund.
- If you cancel participation one week (or less) before the start of the course you will not receive a refund.

After the start of the course, cancellation is no longer possible, even if you do not attend the lessons. Cancellation for other commitments, given these were not known at the time of registration, is not possible.

It is possible to transfer the registration of a course to a same priced course in an upcoming term as long as you inform us at least one week in advance and provided there is place in the group. In agreement with AllBe, it is also possible to let somebody else participate in your place in a course.

AllBe reserves the right to cancel courses in the rare case there are not enough participants. If the teacher is ill, a substitute will be provided. If a substitute cannot be found, an alternative date will be suggested to make up for the lost lesson. If that does not work, we will provide a suitable alternative in another group. If these alternatives are not agreeable, the remaining course fee will be refunded. Refunds will be issued within 10 days.

From the moment you have registered for a course with AllBe, you have up to 14 days to change your mind about your purchase without charge.

### **3. Month-to-Month Subscriptions**

If you cancel your subscription within the first 14 days, AllBe will offer you a complete refund. After the 14-day reflection period, AllBe does not offer refunds for payments made on a month-to-month subscription plan. To avoid being charged during a free trial promotion, you must cancel your subscription before your free trial ends. If you complete a course during the free trial period, AllBe reserves the right to require you to pay for a one-month subscription in order to receive a course and/or specialization certificate.

Your subscription will continue on a month-to-month basis unless and until you cancel or the subscription is suspended or discontinued by AllBe. You must cancel your subscription before your monthly renewal date to avoid the next billing.

If you cancel your subscription, cancellation will be effective at the end of the current monthly period; you will continue to have access to your subscription for the remainder of that period, but you will not receive a refund.

## **SECTION 3 – CONTENT OFFERINGS**

We offer courses and content (“Content Offerings”). While we seek to provide world-class Content Offerings, unexpected events do occur. We reserve the right to cancel, interrupt, reschedule, or modify any Content Offerings.

Participation in or completion of Content Offerings does not confer any academic credit. We have no obligation to have Content Offerings recognized by any educational institution or accreditation organization.

AllBe holds copyright on all Content Offerings.

All personal information that is shared by you during coaching or a course with AllBe will be treated with strict confidentiality by AllBe.

## **SECTION 4 – ONLINE STORE TERMS**

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose, nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **SECTION 5 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **SECTION 6 – MODIFICATIONS TO THE SERVICE AND PRICES**

We are constantly changing and improving our Services. We may add or remove functions, features, or requirements, and we may suspend or stop part of our Services altogether. Accordingly, we may terminate your use of any Service for any reason. If your use of a paid Service is terminated, a refund may be available under our Refund Policy. We may not be able to deliver the Services to certain regions or countries for various reasons, including due to applicable export control requirements or internet access limitations and restrictions from governments. None of AllBe, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors, instructors, contributors, sponsors, and other business partners, and their employees, contractors, and other agents (the “AllBe Parties”) shall have any liability to you for any such action. You can stop using our Services at any time, although we’ll be sorry to see you go.

Prices for our products are subject to change without notice. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **SECTION 7 – ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## **SECTION 8 – OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms.

## **SECTION 9 – THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 10 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. Doing so may result in your removal from coaching and/or courses. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 11 – PERSONAL INFORMATION**

Your submission of personal information is governed by our Privacy Policy.

## **SECTION 12 – ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 13 – PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 14 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as

expressly stated by us) provided ‘as is’ and ‘as available’ for your use, without any representation, warranties or conditions of any kind, either express or implied. The AllBe Parties specifically disclaim any and all warranties and conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement, and any warranties arising out of course of dealing or usage of trade.

To the maximum extent permitted by law, the AllBe Parties shall not be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, replacement costs, loss of data, use, goodwill, or any similar damages or other intangible losses, whether incurred directly or indirectly, whether based in contract, tort (including negligence), strict liability or otherwise, resulting from: (A) your access to or use of or inability to access or use the services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility; (B) any conduct or content of any party other than the applicable AllBe Party, including without limitation, any defamatory, offensive, or illegal conduct; or (C) unauthorized access, use, or alteration of your content or information. In no event shall AllBe’s aggregate liability for all claims related to the services exceed twenty Euro (€20) or the total amount of fees received by AllBe from you for the use of paid services during the past six months, whichever is greater.

You acknowledge and agree that the disclaimers and the limitations of liability set forth in these Terms reflect a reasonable and fair allocation of risk between you and the AllBe Parties, and that these limitations are an essential basis to AllBe’s ability to make the services available to you on an economically feasible basis.

You agree that any cause of action related to the services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **SECTION 15 – INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the AllBe Parties from any and all claims, liabilities, expenses, and damages, including reasonable attorneys’ fees and costs, made by any third party related to: (a) your use or attempted use of the Services in violation of these Terms; (b) your violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

## **SECTION 16 – SEVERABILITY**



In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 17 – TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **SECTION 18 – ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

These Terms and any policies or operating rules posted by us on this site or in respect to Services constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

## **SECTION 19 – GOVERNING LAW**

The Services are managed by AllBe, which is located in Amsterdam, Noord-Holland, The Netherlands. You agree that any dispute related to these Terms will be governed by the laws of Noord-Holland, The Netherlands, excluding its conflicts of law provisions. In the event of any dispute related to these Terms that is not subject to binding arbitration, you and AllBe will submit to the personal jurisdiction of and exclusive venue in the courts located in and serving Noord-Holland, The Netherlands, as the legal forum for any such dispute.

## **SECTION 20 – CHANGES TO TERMS**

You can review the most current version of the Terms at any time on AllBe's website.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms constitutes acceptance of those changes.

## **SECTION 21 – CONTACT INFORMATION**

Questions about the Terms should be sent to us at [info@allbe.nl](mailto:info@allbe.nl).