



## TERMS & CONDITIONS

version: May 2023 / [klik hier voor de Nederlandse versie](#)

### ARTICLE 1. DEFINITIONS

1.1. Dorien Blaauw: the one-man business Dorien Blaauw, also known as BEING in Breath, with its registered office in Lienden and registered with the Chamber of Commerce under file number 67984789.

1.2. Customer: the natural person or legal entity who has entered into an agreement with Dorien Blaauw.

1.3. Under "general terms and conditions" is understood: the whole of the provisions as set out below.

1.4. Services: all services that Dorien Blaauw performs for the customer. This includes, but is not limited to: coaching and therapy, both offline and online with courses developed by Dorien Blaauw, breathing exercises, a membership, meditations, downloads, exercises, as well as events, individual- and group programs and trainings.

1.5. Agreement: the agreement between Dorien Blaauw and the customer under which Dorien Blaauw will perform the service.

1.6. Information: all data from the customer.

1.7. Website: [www.dorienblaauw.com](http://www.dorienblaauw.com) and [www.beinginbreath.com](http://www.beinginbreath.com)

### ARTICLE 2. APPLICABILITY

2.1. These general terms and conditions apply to all offers made by Dorien Blaauw, quotations made, agreements concluded, services rendered, other actions performed, unless otherwise agreed in writing.

2.2. By signing an offer, agreement, order confirmation or coaching contract with Dorien Blaauw or by agreeing via the website by placing an order or by e-mail, the customer declares that he / she has taken note of these general terms and conditions of Dorien Blaauw and that he / she agrees with these conditions.

2.3. In the event of a conflict between these general terms and conditions and agreements made in an agreement, the provisions of the agreement will prevail.

2.4. These terms and conditions also apply to actions of third parties hired by Dorien Blaauw regarding the execution of the delivery or service.

2.5. The applicability of the general terms and conditions of the customer is rejected by the use of these general terms and conditions.

### **ARTICLE 3. QUOTES AND OFFERS**

3.1. Quotations from Dorien Blaauw are valid for the period specified in the quotation. If no term is specified, the quotation is valid until 14 days after the date on which the quotation was issued. If the customer does not accept an offer or quotation within the applicable term, the offer or quotation will lapse.

3.2. Dorien Blaauw will indicate in the quotation which services are offered and which amounts the customer will owe upon acceptance of the quotation. The prices stated in the quotation apply to the period stated in the quotation, unless explicitly agreed otherwise in writing. The quotation also states the agreed price of the chosen service / product or Dorien Blaauw's usual hourly rate with a pre-estimated number of hours / rate.

3.3. If it turns out that the information provided by the customer with the application or agreement was incorrect, Dorien Blaauw has the right to adjust the relevant prices and other conditions.

3.4 Dorien Blaauw reserves the right to invoice a down payment of 50% of the total order / process to the customer before Dorien Blaauw will carry out the order / process. Orders via the webshop will be invoiced 100% in advance.

3.5. Dorien Blaauw gives the customer the option to pay the invoice in terms agreed in advance. These terms are communicated to the customer in the quotation.

3.6. All prices communicated by Dorien Blaauw are amounts in euros, excluding shipping costs, travel time, travel costs and other established levies and / or fees, unless explicitly stated otherwise.

3.7. Offers do not automatically apply to follow-up routes or work.

3.8. Dorien Blaauw reserves the right to change prices in the meantime. If the prices of the offered products increase after the conclusion of the agreement, the customer is entitled to cancel the agreement on the date that the price increase takes effect.

Price increases as a result of a statutory regulation or provision are hereby excluded.

3.9. Dorien Blaauw reserves the right to increase prices annually by a percentage equal to the increase in the consumer price index, determined by Statistics Netherlands. This increase in prices does not entitle the customer to terminate the agreement.

### **ARTICLE 4. AGREEMENT AND ADDITIONAL WORK**

4.1. An agreement is concluded from the moment that the customer communicates in any way to Dorien Blaauw concerning the acceptance of an offer made by Dorien Blaauw.

4.2. After the conclusion of an agreement, it can only be changed with mutual approval.

4.3. After the conclusion of an agreement, Dorien Blaauw will proceed to the execution of the services within a reasonable time.

4.5. Changes to the originally concluded agreement between the customer and Dorien Blaauw are only valid from the moment that these changes have been accepted by both parties by means of an additional or amended written

agreement.

4.6. If the customer wishes to dissolve or cancel an agreement with Dorien Blaauw, this right only accrues to him if he proceeds to pay for the work performed up to that point or in the event of cancellation ten percent of the fee agreed in the order confirmation.

4.7. If Dorien Blaauw, due to circumstances unknown at the time of the quotation or the order confirmation, has to perform more work than agreed in the quotation or order confirmation, Dorien Blaauw is entitled to charge the additional costs resulting therefrom to the customer. If the customer objects to the additional costs that Dorien Blaauw wishes to charge, the customer has the right to cancel the not yet executed part of the assignment / the process, whereby the customer is obliged to cancel the work / process performed by Dorien Blaauw so far. reimburse.

## **ARTICLE 5. RIGHTS AND OBLIGATIONS FOR DORIEN BLAAUW**

5.1. Dorien Blaauw guarantees that the assignment / process given to her will be carried out to the best of her ability, applying sufficient care and skill.

5.2. Dorien Blaauw makes every effort to secure the data that Dorien Blaauw stores for the customer in such a way that this data is not available to unauthorized persons.

5.3. In case of complaints made by the customer about the services and / or products provided, Dorien Blaauw must consult with the customer about a suitable solution for both.

5.4. Dorien Blaauw works with her customers both online and offline. If the customer makes it known that he wishes to meet at a location other than the location indicated by Dorien Blaauw, an appointment can be scheduled in consultation with Dorien Blaauw. Any costs for the reservation / use of this external location are at the expense of the customer.

5.5. Dorien Blaauw is obliged to maintain the confidentiality of all confidential information that they have obtained during the cooperation or from another source within the framework of the agreement between the customer and Dorien Blaauw. Information is considered confidential when this has been communicated by the other party or if this is evident from the standards of reasonableness and fairness.

5.6. Dorien Blaauw can be reached on working days from 9:00 am and 5:00 pm by e-mail, telephone or WhatsApp. Questions will be answered within 24 hours. Requests for assistance on working days after 5 p.m. and on weekends are handled the next working day.

5.7. Dorien Blaauw is not liable for physical or psychological consequences that the client believes arise from participation in the coaching, breathing or healing sessions.

5.8. If Dorien Blaauw suspects situations or syndromes during the process that do not fall within the services of Dorien Blaauw, Dorien Blaauw will refer the customer to a doctor or expert. Continuation of the process will be discussed in consultation with the customer.

5.9. Dorien Blaauw reserves the right to change or supplement the route. In the event of an extension of the process, it is determined in consultation with the customer how this will be tackled.

5.10. After the term of the assignment has expired, in the case of a process with a specific duration, the customer can no longer claim parts of the assignment that have not or have not yet been enjoyed in any form whatsoever.

## **ARTICLE 6. RIGHTS AND OBLIGATIONS FOR THE CUSTOMER, AND THE RIGHT OF WITHDRAWAL**

6.1. In principle, the customer must adhere to the provisions laid down in these terms and conditions, unless otherwise agreed.

6.2. The customer must provide Dorien Blaauw with all correct information that the customer can reasonably foresee to be necessary for the correct execution of the agreement. The customer is in any case obliged to immediately inform Dorien Blaauw of changes to personal data, company data or other information that Dorien Blaauw requests.

6.3. If, as an exception to Article 6.2, the information required for the implementation of the agreement is not provided to Dorien Blaauw in time, Dorien Blaauw has the right to suspend the implementation of the agreement and / or charge the customer for additional costs resulting from the charge.

6.4. The customer will always immediately inform Dorien Blaauw in writing of any changes in name, address, email and, if requested, his / her bank number.

6.5. In case of complaints about the services and / or products delivered by Dorien Blaauw, the customer must make these complaints known to Dorien Blaauw within 7 days after delivery of the service and / or the product, but no later than one month after completion of the entire order / trajectory. The customer indemnifies Dorien Blaauw for one year after delivery of all legal claims arising from services and / or products provided.

6.6. The customer must make backup copies of all materials / data as described in Article 6.2 that Dorien Blaauw needs for the execution of the agreement. In the event of loss of these materials / data, Dorien Blaauw is not liable for the resulting damage.

6.7. The customer is obliged to maintain the confidentiality of all confidential information that he has obtained in the context of the agreement between the customer and Dorien Blaauw during the collaboration or from another source. Information is considered confidential when this has been communicated by the other party or if this is evident from the standards of reasonableness and fairness.

6.8. The customer can dissolve an agreement relating to the purchase of a product within 14 days without giving reasons. Dorien Blaauw may ask about the reason for the withdrawal, but may not oblige the customer to state the reasons for cancellation.

6.9. The reflection period referred to in Article 6.8 starts on the day after the customer has accepted the offer and / or quotation from Dorien Blaauw.

6.10. If the customer makes use of the right of withdrawal, he will report this to Dorien Blaauw within the reflection period. As soon as possible, the customer will let you know that he / she is making use of the right of withdrawal. However, this is only possible if the services of Dorien Blaauw have not yet been used in the 14 days.

6.11. If the services start within the reflection period referred to in article 6.9, the customer must confirm to Dorien Blaauw that he / she waives the right of withdrawal.

6.12. Dorien Blaauw can exclude services from the right of withdrawal, this will be indicated to the customer in the offer and again in time for the conclusion of the agreement.

6.13. It is not possible to exchange and / or return purchased digital products, including the membership or online course / coaching. By ordering and paying for the digital products, the customer gains access to his / her purchase. The customer expressly agrees that he / she hereby waives the right to make use of the reflection period and the right to withdraw from the agreement.

6.14. For the 3-week Rebirthing Breathwork Professional Training, an additional cancellation policy is to be found on [www.dorienblaauw.com](http://www.dorienblaauw.com) or can be requested by email.

## **ARTICLE 7. DELIVERY AND DELIVERY TIME**

7.1. The delivery period to be used by Dorien Blaauw varies per order / process and is determined in consultation with the customer. The delivery time stated by Dorien Blaauw starts after the conclusion of the agreement and after receipt of all necessary data and / or materials from the customer.

7.2. A delivery period set by Dorien Blaauw can never be regarded as a deadline. By simply exceeding a delivery period, Dorien Blaauw will not be in default by operation of law.

7.3. If the delivery period is exceeded by more than thirty days, the customer is only entitled to terminate the agreement if Dorien Blaauw, after a proper and as detailed as possible written notice of default, setting a reasonable period for remedying the shortcoming, fails attributable. in the fulfillment of the essential obligations under the agreement.

7.4. The customer is obliged to do what is necessary to enable a timely delivery by Dorien Blaauw, including by providing complete, correct and clear information in a timely manner, as stipulated in article 6.2.

7.5. If the customer does not provide Dorien Blaauw with the necessary information or does not provide it in time and the execution of the order / process is delayed as a result, the additional costs resulting from this will be borne by the customer.

7.6. If delivery by Dorien Blaauw is unexpectedly delayed, Dorien Blaauw will notify the customer by e-mail.

7.7. Dorien Blaauw's obligation to deliver will be fulfilled, subject to proof to the contrary, as soon as the goods delivered by Dorien Blaauw have been offered to the customer once.

## **ARTICLE 8. PAYMENT**

8.1. The customer's payment obligation commences on the day on which the agreement is concluded.

8.2. All invoices sent by Dorien Blaauw must be paid by the customer within 14 days, unless otherwise agreed in writing. Dorien Blaauw offers the possibility to pay invoices in pre-agreed terms.

8.3. In the case of online coaching, the invoice must be paid before the customer can access the members environment (online academy).

8.4. If the customer does not comply with his payment obligation on time, the customer is in default by operation of law without further notice of default being required.

8.5. In case of late payment, Dorien Blaauw can decide to put her work “on hold” until the moment of payment. If late payment occurs regularly, Dorien Blaauw can decide to unilaterally terminate the assignment / process.

8.6. In the event of late payment, the customer is also due the amount plus the statutory (commercial) interest, obliged to pay €50.00 excluding VAT at the second reminder and a full reimbursement of both extrajudicial and judicial collection costs, including the costs for lawyers, lawyers, bailiffs, collection agencies and the any legal proceedings before the court or the court of appeal.

8.7. The claim for payment is immediately due and payable in the event that the customer is declared bankrupt, applies for a moratorium, or if the customer's assets are seized in full, the customer dies and furthermore, if it goes into liquidation or is dissolved.

8.8. In the above cases, Dorien Blaauw also has the right to terminate or suspend performance of the agreement or any part thereof that has not yet been performed without notice of default or judicial intervention, without being entitled to compensation for damage for the customer that may arise as a result.

8.9. The customer agrees that Dorien Blaauw will invoice electronically. If the customer wishes to receive an invoice by post, Dorien Blaauw reserves the right to charge additional costs of € 2.50 per invoice.

8.10. The customer can make objections to the invoices sent by Dorien Blaauw known in writing to Dorien Blaauw within 7 days after the invoice date. After receiving the objection, Dorien Blaauw will investigate the correctness of the invoice amount. Objections to invoices sent do not suspend the customer's payment obligation.

8.11. All products and services delivered by Dorien Blaauw remain the property of Dorien Blaauw until all amounts owed by the customer to Dorien Blaauw have been paid.

## **ARTICLE 9. RESERVATION OF PROPERTY & INTELLECTUAL PROPERTY**

9.1. All intellectual property rights to all (online) documentation, advice, reports, quotations, strategies, photos, texts, exercises, content, documents, manuals as well as preparatory material thereof developed or made available within the framework of the services are exclusively vested in Dorien. Blaauw unless otherwise agreed in writing. Nothing of this may be copied or reproduced and / or shared with third parties.

9.2. The products and / or services delivered by Dorien Blaauw may never be reproduced or resold, in whole or in part, unless otherwise agreed in writing.

9.3. The content of the website, including but not limited to: the texts, images, design, brands and, are the property of Dorien Blaauw and are protected by copyright and intellectual or industrial property rights that exist under applicable law. Users of the website are not permitted to reproduce or make available the website or any part thereof without the permission of Dorien Blaauw.

9.4. All copyrights and intellectual property on products of the human spirit developed by Dorien Blaauw are and remain the exclusive property of Dorien Blaauw, unless the rights are bought or agreed otherwise.

9.5. All information published by the customer via the products delivered by Dorien Blaauw remain the property of the customer.

9.6. Dorien Blaauw is not responsible for any information / content that the

customer places on Dorien Blaauw's servers. If the information / content posted by the customer infringes the rights of third parties in any way or is in violation of laws and regulations, the customer will indemnify Dorien Blaauw against any claims for compensation that third parties may assert as a result of this act of the customer .

9.7. Any action that is in violation of article 9.2 and article 9.3 is considered an infringement of copyright.

9.8. In the event of infringement, Dorien Blaauw is entitled to compensation equal to at least twice the license fee applied by it for such a form of use, without losing the right to any compensation.

## **ARTICLE 10. LIABILITY**

10.1. Every agreement between Dorien Blaauw and the customer can be characterized as a best efforts agreement. Dorien Blaauw can therefore never be held liable for results not achieved.

10.2. In the unlikely event that Dorien Blaauw is held liable for the provisions of Article 10.1, any liability is limited to compensation for direct damage up to a maximum of 1 times the amount of the price stipulated for that agreement (excl. VAT). In the case of a continuing performance contract, any liability is limited to compensation for direct damage up to a maximum of the amount of the last invoice paid by the customer.

10.3. In addition to Article 10.2, Dorien Blaauw is then only liable for direct damage. Direct damage should only be understood to mean:

— the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions:

— any reasonable costs incurred to have Dorien Blaauw's defective performance conform to the agreement, insofar as these can be attributed to Dorien Blaauw:

— reasonable costs incurred to prevent or limit damage, insofar as the customer demonstrates that these costs have led to limitation of direct damage as referred to in this article.

10.4. Dorien Blaauw excludes any liability for indirect damage suffered by the use of services and / or products provided by Dorien Blaauw, with the exception of situations in which the damage is due to intent or gross negligence on the part of Dorien Blaauw.

10.5. Dorien Blaauw is in any case never liable for: consequential damage, damage due to missed savings, damage due to business interruption, lost profit and for damage caused by loss of data data during the execution of the agreement. In addition, Dorien Blaauw is never liable for mental and psychological damage.

10.6. The customer indemnifies Dorien Blaauw against all claims for compensation that third parties may assert with regard to damage that has been caused in any way by the unlawful or careless use of the products and services provided by Dorien Blaauw to the contractor.

10.7. Dorien Blaauw is never liable for the way in which the customer has received / received the information.

## **ARTICLE 11. INTERRUPTION OF SERVICES AND FORCE MAJEURE**

11.1. Dorien Blaauw is not bound by its obligations under the agreement if compliance has become impossible due to force majeure. If the force majeure

continues for a period of 60 days, both parties are entitled to dissolve the agreement. That which has already been performed under the agreement will then be settled proportionately.

11.2. For some activities, Dorien Blaauw is dependent on the cooperation, services and supplies of third parties, over which Dorien Blaauw has little or no influence. Dorien Blaauw can therefore in no way be held liable for any damage whatsoever arising from a situation in which the shortcoming is attributable to a third party with whom Dorien Blaauw has entered into an agreement.

11.3. In addition to the provisions of paragraph 11.1, force majeure certainly includes everything that has been adopted in this regard in law and jurisprudence.

11.4. In these general terms and conditions, force majeure is understood to mean any circumstance beyond the control of Dorien Blaauw - even if this could already have been foreseen at the time the agreement was concluded - that permanently or temporarily prevents fulfillment of the agreement, including but not limited to included: strike, excessive absenteeism by Dorien Blaauw staff, transport difficulties, fire, epidemics, pandemics, government measures, business disruptions at Dorien Blaauw, breach of contract by suppliers of Dorien Blaauw as a result of which Dorien Blaauw cannot (no longer) fulfill its obligations towards the customer, as well as other serious malfunctions in the company of Dorien Blaauw or its suppliers.

11.5. In case of force majeure, Dorien Blaauw has the right to extend the delivery period by the duration of the force majeure or to dissolve the agreement, insofar as it has not yet been performed, without Dorien Blaauw being obliged to pay any compensation in any form whatsoever, except pursuant to the provisions of Section 78, Book 6 of the Dutch Civil Code.

## **ARTICLE 12. DURATION OF THE AGREEMENT AND TERMINATION**

12.1. If the agreement relates to the periodic or otherwise regular provision of services, the agreement will in principle be entered into between the parties for a period of six months, unless otherwise agreed.

12.2. The right of premature termination of the agreement by the customer is excluded, without prejudice to the other provisions of these general terms and conditions.

12.3. Hourly assignments are entered into without notice. The customer hires Dorien Blaauw for a number of hours to be determined. This collaboration can be terminated by either party without observing a notice period.

12.4. Both parties, both the customer and Dorien Blaauw, have the authority to dissolve the agreement only if the other party, after a proper and as detailed as possible notice of default in writing, setting a reasonable period for remedying the shortcoming, imputably fails to comply. of the essential obligations under the agreement.

12.5. As an exception to the provisions of Article 8.2, Dorien Blaauw can terminate the agreement in whole or in part without notice of default and without judicial intervention by written notification with immediate effect if urgent reasons arise, including in any case the cases in which:

- the customer is granted (provisional) suspension of payment;
- bankruptcy is filed for or pronounced with regard to the customer;
- there is a suspicion that the customer will not be able to meet his or her

payment obligation upon renewal of the agreement;  
— customer acts contrary to public order or morality, or any obligation arising from the agreement with Dorien Blaauw;  
— the customer infringes the rights of third parties;  
— customer acts contrary to reasonable guidelines or directions from Dorien Blaauw;  
— the customer does not respond to correspondence by e-mail, telephone and / or in writing, whether or not by registered mail;  
— for recurring payment problems.

12.6 Dorien Blaauw will never be obliged to pay any compensation on account of this termination, as stipulated in article 12.5.

12.7. If at the time of the dissolution as referred to in Articles 12.3 and 12.4 the customer has already received performances for the implementation of the agreement, these performances and the related payment obligation will not be subject to cancellation. Amounts that Dorien Blaauw has invoiced before the dissolution in connection with what it has already performed or delivered for the execution of the agreement, will remain due in full, with due observance of the previous sentence, and become immediately due and payable at the time of the dissolution.

12.8. Dorien Blaauw reserves the right to change its general terms and conditions, also for existing agreements. If Dorien Blaauw changes the terms and conditions, she will inform the customer of this. The customer is then free to dissolve the agreement from the moment the new general terms and conditions come into effect or up to seven days after the entry into force of these new general terms and conditions.

### **ARTICLE 13. CONFORMITY**

13.1. During the execution of the agreement, Dorien Blaauw will pursue the intended result agreed in the quotation, coaching proposal or product purchased in the webshop as much as possible. If, in the opinion of the customer, the delivered results do not correspond with the intended result agreed upon in the quotation, the customer and Dorien Blaauw will enter into consultation to ensure that the delivered results meet the intended results.

13.2. In addition to the provisions of Article 13.1, the costs for additional work as referred to in that Article will be invoiced to the customer in accordance with the normal rate of Dorien Blaauw, unless in Dorien Blaauw's view the customer can demonstrate that the deviations in the result due to the inadequate performance of the agreement on the part of Dorien Blaauw.

13.3. Should it be established that the defectiveness of the services and / or products to be delivered by Dorien Blaauw is at the expense of Dorien Blaauw, the customer is not entitled to compensation or dissolution of the agreement, except for what has been determined in these conditions.

### **ARTICLE 14. SPECIAL PROVISIONS COACHING DORIEN BLAAUW**

14.1 Dorien Blaauw offers a coaching program. The customer can purchase this process by sending an e-mail with request to Dorien Blaauw, or by indicating during an introductory meeting that he wishes to start a process.

14.2. In case of closing of the process, the customer agrees to be billed either once or monthly with the installment amount for the route of the customer's choice. If

payment is not made on time, the work will be suspended until payment has been received by Dorien Blaauw.

14.3. The program has a variable duration to be determined.

14.4. Coaching and breathwork sessions take place at a location to be determined by Dorien Blaauw.

14.5. A coaching session from the process can be canceled by the customer up to 24 hours before the start of the conversation. If the appointment is not canceled in time, 75% of the hourly rate applicable at that time will be charged.

14.6. In case of unforeseen circumstances (education, illness and / or urgent personal circumstances) Dorien Blaauw is entitled to postpone or cancel the appointment. A new appointment is scheduled in consultation with the customer.

14.7. In the event of illness, death of loved ones or other personal circumstances, the trajectory or coaching can be completed or completed differently. This is determined in consultation between Dorien Blaauw and the customer.

## **ARTICLE 15. SPECIAL PROVISIONS MEMBER ENVIRONMENT DORIEN BLAAUW**

15.1. The customer is expressly forbidden, regardless of participation or not, to offer or cause to be given a similar route or course, whether or not with reference to or according to the method of Dorien Blaauw.

15.2. The customer does not have any right or obligation to dissect from the process or course and every action of the customer is at his own expense and risk. Dorien Blaauw reserves the right to change and / or supplement content and information. Dorien Blaauw does not accept any liability for the way in which the customer implements the manner and method taught by Dorien Blaauw in practice.

15.3. Dorien Blaauw is entitled, if the customer is in default of fulfilling the payment obligation towards Dorien Blaauw, to suspend the right to participate until the customer has fulfilled his / her payment obligation.

15.4. In case of partial participation or premature termination by the customer, no refund of the invoice will be made and the customer remains fully obliged to pay the full agreed offer amount.

15.6. The login details provided by Dorien Blaauw to the customer regarding the online processes / modules / coaching may never be shared with third parties.

15.7. The customer has access to the membership as long as the customer's subscription is active. Dorien Blaauw strives to keep all material online. If Dorien Blaauw decides to remove material or to move to another website, Dorien Blaauw will inform the customer here one month prior to the move or removal via the most recent e-mail address known to Dorien Blaauw.

15.8. In case of taking out a membership, the customer agrees to be billed monthly in advance for the subscription of the customer's choice. This invoicing is done by direct debit.

15.9. The subscription has a minimum term of 1 or 3 months, unless stated otherwise. Subsequently, cancellation can be given on the 1st of the following period, with due observance of the notice period of one month.

15.10. The subscription is automatically renewed for the period for which the subscription was initially taken out, unless terminated in time with due observance of the notice period.

15.11. If the customer does not renew the membership, access to the membership will be denied with immediate effect. The customer will regain access as soon as the membership is re-applied for or renewed.

15.12. Discounts for sessions and / or routes are not automatically applied. The customer is responsible for applying the discounts / discount codes.

15.13. When Dorien Blaauw provides login data to the customer, the customer is responsible for this data. Dorien Blaauw is not liable for misuse or loss of the login details and can trust that the customer is the one who logs in by means of the login details provided to the customer.

15.14. In the case of online coaching, the invoice must be paid before the customer can access the members environment (online academy).

15.15. The customer has access to the members environment (online academy) as long as it is made available by Dorien Blaauw.

15.16. Dorien Blaauw does not guarantee the term within which the expressions and / or actions that come about during the coaching process will be realized. This is the responsibility of the customer.

## **ARTICLE 16. OTHER PROVISIONS AND APPLICABLE LAW**

16.1. If any provision of these general terms and conditions is null and void or is nullified, the other provisions of these general terms and conditions will remain in full force and effect and Dorien Blaauw and the customer will enter into consultation in order to agree on new provisions to replace the invalid or voided provisions, whereby the purpose and purport of the invalid or nullified provision are taken into account as much as possible.

16.2. If the customer includes provisions or conditions in his order that deviate from or do not appear in these terms and conditions, these are only binding for Dorien Blaauw if and insofar as they have been explicitly accepted by Dorien Blaauw in writing.

16.3. If Dorien Blaauw deviates from the General Terms and Conditions on its own initiative in favor of the customer, the customer can never derive any rights from this.

16.4. Both the customer and Dorien Blaauw are bound to secrecy of all information they have obtained in the context of this agreement.

16.5. Any purchasing or other conditions of the customer do not apply.

16.6. Rights and obligations arising from an agreement can only be transferred by the customer to a third party if Dorien Blaauw has given written permission for this.

16.7. Only Dutch law applies to all legal relationships to which Dorien Blaauw is a party.

16.8. The customer and Dorien Blaauw will first try to settle any disputes in mutual consultation and amicably before going to court.

16.9. If mandatory legal rules do not provide otherwise, the competent court in the Central Netherlands district, location Utrecht, is in the first instance authorized to hear disputes between Dorien Blaauw and the customer.