

TERMS AND CONDITIONS

GENERAL INFORMATION

1. These Terms & Conditions (these “Terms”) contain the terms and conditions on which we supply content, products or services listed on www.emotiplus.nl (the “Website”) or via other delivery methods to you (the Website and such content, products, services are referred as the “Product” or “Products”, which may be updated from time-to-time at the sole discretion of Emotiplus). Please read these terms and conditions carefully before ordering any Products from the Website, through third parties (e.g. re-sellers, partners) or through direct sales from representatives from Emotiplus. The terms “Emotiplus,” “us” or “we” refers to Emotiplus, established at ms. Oslofjordweg 52, 1033SM Amsterdam, The Netherlands, Chamber of Commerce number: 69463697. The terms “customer” or “you” refers to the user or purchaser of the Products. When you order or agree (“Agreement”) to purchase any Products, you agree to be bound by these Terms and all applicable laws, rules and regulations. Regarding our Online (“Online”) Products (E-Learning) you may also be asked to click “I accept” at the appropriate place prior to your purchase of access to the Products. At such time, if you do not click “I accept”, you may not be able to complete such purchase or gain such access. Regarding our Offline (“Offline”) Products (consults, workshops, lectures, consultancy) the Terms will be explicitly communicated prior to execution of the Product. The absence of cancellation prior to the execution of the Product is considered as agreeing upon these Terms. By using the Products, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from using the Products.

APPLICABILITY OF TERMS

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Emotiplus.
2. Parties can only deviate from these conditions if they have explicitly agreed upon writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

THIRD PARTIES

1. For administrative purposes and to ensure quality of our Products Emotiplus works with third parties. It is the responsibility of Emotiplus to communicate the existence of these third parties and it is the responsibility of the customer to be aware of these third parties. These third parties are explicitly mentioned in the privacy statement of a specific service.

PRICES

1. All prices used by Emotiplus are in euros.
2. Emotiplus is entitled to adjust all prices for its products or services, on its website or otherwise, at any time.

PAYMENTS, PAYMENT TERM AND CONSEQUENCES OF LATE PAYMENT

1. The customer must have paid the full amount directly after purchasing the Online Products, while a term of 2days applies to Offline Products.
2. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Emotiplus having to send the customer a reminder or to put him in default.

3. Emotiplus reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of these services or products.
4. If the customer does not pay within the agreed term, Emotiplus is entitled to charge an interest of 1% per month from the day the customer is in default, whereby a part of a month is counted for a whole month.
5. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Emotiplus.
6. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
7. If the customer does not pay on time, Emotiplus may suspend its obligations until the customer has met his payment obligation.
8. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Emotiplus on the customer are immediately due and payable.
9. If the customer refuses to cooperate with the performance of the agreement by Emotiplus, he is still obliged to pay the agreed price to Emotiplus.

RIGHT OF CANCELLATION

1. A consumer may cancel an Offline Product purchase during a period of 14 days without giving any reason, provided that
 - The product has not been used
 - The product is not specifically tailored for the consumer or adapted to its special needs
2. This period of 14 days as referred to in paragraph 1 commences
 - On the day after the consumer has received the product or the first order
 - As soon as the consumer has received the first product of a subscription
 - As soon as the consumer has purchased a service for the first time
 - As soon as the consumer has confirmed the purchase of digital content via the internet
 - As soon as an appointment is agreed upon. Written confirmation suffices.
3. The consumer can notify his right of cancellation by sending an email to vincent@emoti.plus.

PERFORMANCE OF THE AGREEMENT

1. Emotiplus has the right to have the agreed services partially performed by third parties.
2. The execution of the agreement takes place in mutual consultation and after written agreement and if applicable after payment of the possibly agreed advance by the customer.
3. It is the responsibility of the customer that Emotiplus can start the implementation of the agreement on time.
4. If the customer has not ensured that Emotiplus can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

DUTY TO INFORM THE CUSTOMER

1. The customer shall make available to Emotiplus all information, data and documents relevant to the correct execution of the agreement to in time and in the desired manner. Requirements of relevant information, data and document will be communicated depending on the specific services.
2. If and insofar as the customer requests this, Emotiplus will return the relevant documents.

DURATION OF THE AGREEMENT

1. The agreement between Emotiplus and the customer is entered into for an indefinite period of time, unless it results otherwise from the nature of the agreement or the parties have expressly agreed otherwise in writing.

INTELLECTUAL PROPERTY

1. Emotiplus (and its licensors) reserve all Intellectual Property Rights in respect of the Products. The agreement does not entail any transfer of and/or license to any Intellectual Property Rights or knowhow relating to the Products or the drawings, documents or software which may have been made available to Customer, other than a limited license to use the Products, drawings, documents or software as set forth in, and in accordance with, the Agreement.
2. If Emotiplus creates or authorizes the creation of any work (which may include documentation or other results of the Products) on the basis of materials provided by Customer the following shall apply, unless otherwise agreed:
 - (a) Emotiplus shall be granted an irrevocable, world-wide, by third parties based on an (alleged) infringement or other unauthorized use of their Intellectual Property Rights in connection with the supplied materials.
 - (b) Any Intellectual Property Rights that apply or are related to the works thus created shall exclusively vest with Emotiplus or its licensors.
3. The customer may not copy the intellectual property rights without prior written permission from Emotiplus, nor show them to third parties and / or make them available or use them in any other way.

CONFIDENTIALITY

1. The customer keeps any information he receives (in whatever form) from Emotiplus confidential.
2. Confidentiality applies to all other information concerning Emotiplus of which he knows or can reasonably suspect that it is secret or confidential, or of which it can expect that its disclosure may cause damage to Emotiplus.
3. Customer takes necessary measures to ensure that information referred to in paragraphs 1 and 2 is kept secret.
4. The obligation of secrecy described in this article does not apply to information which was already made public before the customer heard this information or which later became public without being the results of a violation of the customer's duty to confidentiality.

PENALTIES

1. If the customer violates the articles of these general terms and conditions about confidentiality or intellectual property, then he forfeits on behalf of Emotiplus an immediately due and payable fine of EUR 1000,- if the customer is a consumer and EUR 5000,- if the customer is an organization, for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.

INDEMNITY

1. The customer indemnifies Emotiplus against all third-party claims that are related to the products and/or services supplied by Emotiplus.

COMPLAINTS

1. The customer must examine a product or service provided by Emotiplus as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must adequately inform Emotiplus of this as soon as possible, but in any case within 10 days after the discovery of the shortcomings.

LIABILITY OF EMOTIPLUS

1. Emotiplus is only liable for direct damages the customer suffers if and insofar as this damage is caused by intent or gross negligence and is a result from or related to the execution of the agreement.
2. Emotiplus is never liable for indirect damages, such as consequential loss, loss profit, lost savings or damage to third parties.
3. If Emotiplus is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.

EXPIRY PERIOD

1. Every right of the customer to compensation from Emotiplus shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

DISSOLUTION

1. The customer has the right to dissolve the agreement if Emotiplus fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Emotiplus is not permanent or temporarily impossible, dissolution can only take place after Emotiplus is in default.
3. Emotiplus has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Emotiplus good grounds to fear that the customer will not be able to fulfill his obligations properly.

FORCE MAJEURE

1. In addition to the provisions of article 6:75 of the Dutch Civil Code, a shortcoming of Emotiplus in the fulfillment of any obligation to the customer cannot be attributed to Emotiplus in any situation independent of the will of Emotiplus, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Emotiplus.
2. The force majeure situation referred to in paragraph 1 is also applicable – but not limited to: state of emergency, unexpected disturbances of power, electricity, computer viruses, strikes, government measures, extreme weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Emotiplus cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Emotiplus can comply with it.
4. Emotiplus does not owe any compensation in a situation of force majeure.

CHANGES IN THE GENERAL TERMS AND CONDITIONS

1. Emotiplus is entitled to amend or supplement these general terms and conditions.

2. Changes of minor importance can be made at any time.
3. Major changes in Terms will be discussed by Emotiplus with the customer in advance as much as possible.

TRANSFER OF RIGHTS

1. The customer can not transfer its rights deferring from an agreement with Emotiplus to third parties without the prior written consent of Emotiplus.

APPLICABLE LAW AND COMPETENT COURT

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Emotiplus is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Drawn up on 26-05-2020