

GENERAL TERMS & CONDITIONS GENERAL TERMS & CONDITIONS STEPHANIEAUKES.COM / Supastar-pr

1. Definitions

Customer: the natural or legal person who acts in the course of a profession or business and who purchases a particular service or product from the provider or is a participant in a (coaching) program;

Agreement: the agreement for the provision of services or purchase of products between the provider and the buyer and all further actions between the provider and the buyer regarding the sale and delivery of services or products, including offers and registration procedures, and including the general terms and conditions applicable to agreements;

Products and services: the products and/or services such as training, coaching, and books, whether or not sold and delivered or sold and delivered by the provider to the customer;

Program: an (online) program or course offered by the provider with various components, such as training and/or business coaching or PR and marketing support, which are given over a longer period of time, as further described in information material from the provider;

Participant: an (extra) participant in a program designated by the customer; online learning or coaching trajectory: the course or training selected by a customer from the provider's online offer via an online application.

2. General

2.1 The terms and conditions apply to and form an integral part of all offers and quotations of Stephanie Aukes, agreements, and any other legal acts related thereto between Stephanie Aukes and the client or its legal successor.

2.2 Any departures from the Terms and Conditions are only valid if they have been agreed explicitly in writing by Stephanie Aukes and the Client and they only apply to the specific agreement for which they were agreed.

2.3 The applicability of any purchase or other terms and conditions used by the Client is explicitly rejected.

2.4 Once these Terms and Conditions have been applied to a legal relationship between Provider and the Client, the Client is deemed to have agreed in advance to the applicability of these Terms and Conditions to any Agreements concluded or to be concluded thereafter.

2.5 If and to the extent that any provision in these Terms and Conditions is declared to be null and void or is annulled, the other provisions in the Terms and Conditions will remain in full force. In that case, the Parties will consult to determine a new provision to replace the provision that is null and void or that has been annulled, thereby taking the purport of the void or annulled provision into account as far as possible.

2.6 In the event of a conflict between provisions in an Agreement and these Terms and Conditions, the provisions of the Agreement will prevail. In the event of a conflict between the provisions in the general part of these Terms and Conditions and the specific provisions for the Services like training and consultancy, the specific provisions will prevail.

2.7 In the event of a dispute about the explanation or interpretation, the Dutch version of these Terms and Conditions will prevail.

2.8 Electronic communication between the Parties will be deemed to have been received on the day it was sent unless proof to the contrary is furnished.

2.9 The offers of Stephanie Aukes are exclusively aimed at customers who act in the exercise of a profession or business.

2.10 Offers and quotations lose their validity 30 days after their date unless otherwise indicated in writing.

3. Realization of the agreement

3.1 An agreement is formed when the customer uses a registration form intended for that purpose, or by digital registration in accordance with the indicated registration conditions of Stephanie Aukes, followed by a written notification by Provider of the acceptance of the customer (and a potential extra customer such as a business partner) to become a client for the designated service and/or program.

3.2 Stephanie Aukes will inform the potential customer as soon as possible by e-mail to the e-mail address indicated by the relevant party whether or not they (or the (extra) participant) have been accepted in the program.

3.3 As long as the notification referred to in Article 3.2 has not taken place, no agreement regarding the following of a program will be concluded and the customer can cancel the registration.

3.4 The agreement for following an online learning trajectory is established by the digital registration of a customer, in accordance with the indicated registration conditions, aimed at the conclusion of an agreement to follow an online learning trajectory.

3.5 The agreement for the purchase of a product is concluded by digital acceptance by the customer of the online offer for this purpose from the Provider and compliance with the associated conditions.

3.6 Offers from the provider are not binding until an agreement has been concluded between the provider and the customer.

4. Payment

4.1 A program, service, or product can only be started after full or partial payment.

4.2 The prices quoted by Stephanie Aukes are exclusive of VAT and exclusive of all other levies, duties, or charges due in connection with the execution of the agreement. All sales are final.

4.3. A business registered outside of the Netherlands, often does not have to pay Dutch VAT because VAT is shifted.

4.4. All sales are final and no refunds will be given unless stated otherwise.

4.5 Travel and accommodation expenses related to the following on-site components of a program and costs of recommended literature, printed materials and other necessary support materials are not included in the program prices unless expressly agreed otherwise. The provider can charge the aforementioned costs separately.

4.6 The Customer must have paid amounts due, including VAT, no later than on the agreed payment dates or within the agreed payment terms. The customer is not entitled to suspend its payment obligations, not even in the event of complaints.

4.7 The provider is entitled to send invoices digitally to the e-mail address specified by the customer.

4.8 If no other payment term has been agreed, invoices must be paid within 7 days of the invoice date.

4.9 If the customer has not paid the full amount owed within an agreed payment term or at the latest on an agreed payment date, the customer is in default by operation of law, without any notice of default being required. From the day the customer is in default until the day of full payment, the

customer owes default interest of 1.5% on the amount owed per month or part thereof, whereby part of a month will count as a whole month. This applies without prejudice to the provider's right to full compensation.

4.10 All costs of collection of the amount owed by the customer, both judicial and extrajudicial costs, are for the account of the customer. This includes the costs of attachment, bankruptcy filing, collection costs, as well as the costs of lawyers, bailiffs, and other experts engaged by the provider. The extrajudicial collection costs are deemed to be at least 15% of the amount to be collected and amount to a minimum of €75 (legally, this is a minimum of EUR 40.00).

4.11 The customer must submit complaints regarding invoices to the provider by letter or e-mail no later than 7 days after the invoice date, failing which invoices will be deemed to have been accepted and approved by the customer, and complaints will no longer be accepted.

4.12 Incoming payments always serve to settle judicial and extrajudicial costs and interest, and subsequently serve to settle the oldest payment obligations outstanding with the provider, independent of any other instruction by the customer.

5. Obligations of the customer in a program/coaching trajectory

5.1 The customer must ensure that the essential information requested by the provider and/or required for training/coaching is provided correctly and completely.

5.2 Each customer is bound by the provisions included in the agreement (including these general terms and conditions).

5.3 The customer guarantees that it adheres to the provisions included in the agreement (including these general terms and conditions of delivery) that (also) apply to customers.

5.4 The components of a program must be completed within the period specified in the information material about the program.

5.5 Customer must based on a positive basic attitude, adopt a cooperative attitude when following training/coaching trajectory.

6. Rights of the provider regarding the execution of a program/coaching trajectory

6.1. Provider is entitled:

a. to change the content of a program intermediate for reasons of qualitative improvement;

b. to determine the group size concerning the training and coaching sessions in a program

c. to change the planning of parts of a program intermediate, concerning place or time;

d. to determine which trainer/coach will provide a training or coaching, and possibly replace a trainer/coach in the meantime;

e. in case of insufficient registrations or for other reasons of its own, cancel a program in advance. Accepted customers will be notified of this, without the provider being obliged to state reasons, after which their payment obligations will lapse and/or payments already paid will be refunded;

f. intermediate cancellation of the participation of a specific customer for reasons of its own. The relevant customer will receive notification of this, without the provider being obliged to state reasons, after which their payment obligations will lapse and payments already made (in proportion to services not yet received) will be refunded.

7. Cancellation by the customer and/or provider

7.1 The Customer is entitled to cancel participation in a coaching trajectory and to cancel an agreement regarding participation in a program.

7.2 Cancellation of participation in a program or termination of the agreement, respectively, must be effected by the customer through an e-mail to the address of the provider that is stated on the provider's website.

7.3 In the event of cancellation/cancellation by the customer, the provider is not obliged to refund the amount paid by the customer, and the customer is fully obliged to pay any payment installments still owed to the provider.

7.4 In the event of cancellation of participation in a program, the customer is entitled to designate another participant for participation in the program within 7 working days of cancellation. The provider is free to accept or not accept the replacement participant.

7.5 Cancellation/termination of an agreement is not possible after the agreement has been concluded.

7.6 Rescheduling of scheduled one-on-one coaching is only possible in exceptional situations, at the sole discretion of the provider. Missed calls cannot be made up and do not lead to a change (reduction) in the (payment) obligations of the customer.

8. Intermediate cancellation by the provider in case of a program

8.1 Provider is entitled to cancel a program prematurely without giving a reason. In that case, the customer is entitled to repayment of the amounts paid by him/her after deduction of the amounts due for the services already delivered.

9. Liability

9.1 Provider makes every effort to the best of its knowledge and ability in the performance of its work. However, the ultimate result of this also depends on factors over which the provider has no influence. The provider has a best-efforts obligation and does not guarantee the achievement of the intended result.

9.2 Provider carries out the work at its own discretion and has the right to determine and schedule the time and duration thereof at its own discretion. The provider and the customer expressly agree that there is no relationship of authority between them with regard to the work.

9.3 With regard to the delivery of products, any liability of the provider is limited to the possible delivery of a replacement product or a refund of the amount paid by the customer in the event of a faulty delivery.

9.4 Provider is not liable towards the customer/participant(s) for any damage as a result of any failure to fulfill its obligations towards them or damage that is directly or indirectly the result of the execution of an agreement, unless and insofar as this damage is due to gross intent or willful recklessness on the part of the provider.

9.5 The Customer has the choice whether or not to apply the knowledge acquired during the (online) programs and/or coaching trajectory. The provider is not liable for the consequences of that choice or how the customer applies the knowledge, and possible consequences or damage for the customer. The provider is not liable for the consequences of delay by the customer, agreed (supervision) periods are not extended as a result.

9.6 The provider is not liable for damage resulting from a failure by the customer/participant(s) in compliance with the obligations included in Article 6 or any consequential damage resulting from the

implementation in the customer's organization of documents drawn up during the training in a program. and plans, such as action plans.

9.7 If and insofar as any liability should rest on the provider, on whatever ground, this is at all times limited to direct damage, with the exclusion of consequential damage and damage as a result of force majeure, and limited to the invoice value excluding VAT of the damaging performance.

9.8 The customer/participant will never personally address (freelance) staff members of the provider in connection with an agreement.

9.9 Any claim against the provider, except for a claim that has been acknowledged by the provider, lapses by the mere lapse of 12 months after the claim arose.

9.10 The (freelance) employees of the provider can invoke all defenses to be derived from the agreement against the customer/participant as if they were a party to that agreement themselves.

10. Additional Terms and Conditions PR and Marketing Activities

10.1 The customer will always provide the provider in a timely manner with all data or information that is useful and necessary for the proper execution of the agreement and will provide full cooperation.

10.2 The customer guarantees the correctness, completeness, and reliability of the information provided to the provider, even if it originates from third parties.

10.3 As a substantive expert, the customer is obliged to check the texts and services supplied for inaccuracies and inaccruracies and accepts the resulting liability. If the customer has indicated that it does not wish to carry out an inspection, the provider is not liable for any errors. The customer indemnifies the provider against any liability under current or future legislation. The liability is in any case limited to the invoice value excluding VAT of the service in question.

10.4 The provider is not liable for the consequences of information that is not correct, untrue, incomplete, and/or late. When the provider conducts the press release on behalf of the customer, the provider submits the (content) of the service to the customer for approval and the provider is not subsequently liable for the consequences of the content (content) or communication of the customer. The customer indemnifies the provider against claims as a result of the press information.

10.5 If the execution of the agreement is delayed by the customer and/or does not fulfill his obligation referred to in Articles 10.1 or if the information provided by the customer does not comply with the provisions of Article 10.2, the resulting additional costs will be borne by the customer and the provider is authorized to charge for additional work that has become necessary as a result.

10.6 If the customer does not inform the provider correctly, not fully or not on time, the provider may, in particular, due to the risk of reputational damage to the provider, terminate the agreement unilaterally in writing with immediate effect without refunding the amount paid, nor does this not indemnify the customer to not pay amounts still to be paid.

10.7 The customer indemnifies the provider against all third-party claims based on the (in)correctness and the factual content of statements and communications made by the provider on behalf of the customer in the context of the performance of the agreed service.

10.8 Press lists are the property of Stephanie Aukes and are not transferable.

11. Force Majeure

1.1 If the provider is prevented from (further) executing the agreement by force majeure of a permanent or temporary nature, irrespective of whether this was foreseeable, the provider is entitled, without any obligation to pay compensation, to the agreement in full or in writing, without judicial intervention. partially terminate, without prejudice to the provider's right to payment by the customer for

services already performed by the provider before there was a force majeure situation, or to suspend the (further) performance of the agreement in whole or in part;

11.2 Provider will inform the customer as soon as possible of the situation of force majeure. If possible, the parties will try to find a solution in consultation, such as, in the event of a trainer's illness, relocation of programmed activities

11.3 In the event of suspension, the provider will still be entitled to terminate the agreement in whole or in part. In that case, neither of the parties is entitled to compensation for the damage suffered as a result of the suspension;

11.4 Force majeure includes all circumstances whereby the provider is temporarily or permanently unable to meet its obligations, such as illness or death of a trainer, riot, war, electricity outages, computer malfunctions, internet malfunctions, hacking, (mobile) telephone malfunctions and all circumstances in which reasonably not the provider may be required to (further) fulfill its obligations to the customer.

12. Execution by third parties

12.1 The Provider is entitled to engage third parties for the execution of an agreement at its own discretion.

12.2 Provider is not liable for damage resulting from errors or the omission of third parties or auxiliary persons charged by the Provider with the performance of work. The customer authorizes the provider to accept limitations of liability by and from third parties.

13. Confidentiality

13.1 Provider and the customer treat the personal data and mutually received information with the utmost confidentiality unless the information has already been or must be made public.

13.2 Provider only provides certain personal data such as name, e-mail address, delivery address, and payment details to third parties if they are involved in the execution of an order, to ensure that an order runs smoothly.

13.3 Provider is entitled to use the customer's results for marketing purposes as an illustration, on the condition that the provider does not disclose confidential information.

13.4 Access to (online) programs is strictly personal. The customer/participant may not share login details and the materials from the program with others. Live sessions are also only accessible to the customer/participant.

13.5 Provider treats personal data it receives in the context of the agreement with the customer in strict confidence and in accordance with applicable privacy laws and regulations.

13.6 Provider includes the name and address details of the customer and participants in a program designated by it in a customer file. These are used for the execution of an agreement and can also be used to keep those involved informed about other services (such as training courses, events, and programs) by the provider.

13.7 The customer agrees to the use of the relevant data for the purpose described above.

13.8 If a customer does not wish to receive information about (new) services, he/she can inform the provider of this at any time and the provider will then stop the provision of information.

14. Intellectual Property Rights

14.1 The intellectual property rights regarding training courses, programs, documents, brochures, programs, handouts, lectures, exercises, offers, expressions on the internet/site of the provider, newsletter, e-mails, models, techniques, other documents, and information that arise from the activities of the provider and the software used are vested in the provider or its licensors unless another rightful claimant has been indicated.

14.2 The intellectual property right and copyright regarding the expressions referred to in article 14.1 are not transferred based on an agreement unless otherwise agreed in writing.

14.3 Without the prior written consent of the provider, it is not permitted to edit, reproduce or publish any concept, material or information supplied to it by the provider in whole or in part, to make it available to third parties through any medium, or to third parties for inspection, whether or not for a fee.

14.4 It is not permitted to remove or change any indication of rights from information supplied by the provider.

15. Suspension and termination

15.1 In the event that:

a. the customer has not, not timely, or not fully fulfilled its payment obligations towards the provider;

b. the customer applies for his/her own bankruptcy is declared bankrupt or requests

suspension of payment;

c. a decision is taken and/or the customer proceeds to liquidation or the customer's business activities are terminated;

d. even after a notice of default with a reasonable term for performance, the customer does not meet its obligations towards the provider, the customer is deemed to be in default by operation of law. Provider has the right to terminate the agreement in whole or in part with immediate effect, to refuse (further) participation of the customer in a program, or to suspend obligations (performance of its services), without prejudice to further rights of the provider under the law. In that case, the provider is not obliged to repay amounts already paid or to pay compensation and remains entitled to amounts not yet paid by the customer that are due under the agreement and become immediately due and payable due to the default;

15.2 Upon termination of the agreement, provisions that by their nature are intended to continue will survive, such as but not limited to, provisions regarding confidentiality and intellectual property.

16. Personal data

16.1 Provider treats personal data that it receives under the agreement with the customer in strict confidence and in accordance with applicable privacy laws and regulations (GDPR);

16.2 In a customer database, the provider will include the customer's company name, personal name, address details, email address, and telephone number. These are used to execute an agreement and, provided that the customer gives explicit permission, can also be used for sharing newsletters, tips, blogs, and offers from other training courses, events, programs, and products of the provider;

16.3 The customer always has the right to withdraw his consent to the processing of data, after which the provider will no longer process the data for the provision of information. Withdrawal of this consent does not affect the legality of our data statement based on the consent of the customer, which took place before this withdrawal;

16.4 The customer also has the right to inspect his personal data and the right to rectify it. To view the personal data, the customer can submit a written request for inspection to the provider.

17. Applicable law and competent rights

17.1 All agreements are subject to Dutch law. All disputes arising out of or in connection with the Agreement shall be solely submitted to the court of Amsterdam, The Netherlands. The Vienna Sales Convention 1980 (CISG, Vienna Convention) does not apply.

17.2 Any disputes in connection with or ensuing from an agreement will in the first instance be submitted to the competent court in the provider's place of residence, without prejudice to the provider's right to submit a dispute to another court that has jurisdiction according to the law/treaty.

17.3 In the event that there is a difference between the text of these general terms and conditions in Dutch and a foreign language, the Dutch text will be decisive and binding.

18. Changes

The provider has the right to make changes to these general terms and conditions. In the event of changes, the provider will always submit the new terms and conditions to the customer. The customer is deemed to have accepted the changes in question if he/she has not received a written protest within 14 days of the provider's notification that the change will take place.

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