



## Terms and Conditions – Realize Us

### Clause 1 Definitions

1.1. In these Terms and Conditions the following terms, indicated by a capital letter, will have the following meaning, both singular and plural:

Agreement:	Any agreement between Realize Us and a Client;
Client:	The Party (individual or organization) who wishes to conclude or has concluded an agreement with Realize Us;
Consumer:	A Client who is a natural person, not acting in the exercise of a profession or business and who concludes an Agreement;
In Writing:	By letter or by email;
Offer:	Any offer by Realize Us to conclude an Agreement, at a Client's request or otherwise;
Participant:	The person participating in a Program of Realize Us;
Parties:	Realize Us and Client jointly;
Partner:	Any third party involved by Realize Us for providing services to the Client and/or Participant in relation to the performance of any agreement;
Party:	Realize Us or Client;
Program:	A (personal) coaching session, a retreat, rite, workshop or event in which participation is possible through open registration or tailor made services, exclusively organized for one or more Clients by Realize Us;
Realize Us:	Realize Us VOF (Chamber of Commerce no 73482552), with its registered office at Alexanderkade 15H, 1018 CL Amsterdam, contact details: on the Website <a href="https://realize-us.com/en/contact">https://realize-us.com/en/contact</a> ;
Terms and Conditions:	These terms and conditions of Realize Us;
Website:	The website(s) operated by Realize Us, including <a href="https://realize-us.com/">https://realize-us.com/</a>

### Clause 2 Applicability and Amendment

- 2.1. These Terms and Conditions form part of all Agreements and apply to all related acts, juridical or otherwise, connected thereto and performed by Realize Us and Client, including Offers and quotations.
- 2.2. The applicability of (general) terms and conditions of Client is hereby explicitly rejected, whether or not they are referred to in communication between the Parties.
- 2.3. Deviations from these Terms and Conditions are only binding if and in so far as these have been confirmed in writing by Realize Us.
- 2.4. Realize Us shall only be bound by additional agreements or changes made after the conclusion of the Agreement and by (verbal) agreements and/or commitments made by employees of Realize Us if these have been confirmed in writing by Realize Us.
- 2.5. Realize Us is entitled to amend or supplement the Terms and Conditions at any time by posting the amended Terms and Conditions on the Website. The most up-to-date version of the Terms and Conditions can be found on the Website. Realize Us will notify Client In Writing or in another manner in the event that an amendment or supplementation will significantly affect Client's rights or obligations.

### **Clause 3 Agreement**

- 3.1. Offers provided by Realize Us are legally non-binding and revocable, unless stated otherwise in the Offer. Client cannot derive any rights from manifest clerical errors contained in the Offer.
- 3.2. The Agreement between Realize Us and Client will be concluded on confirmation by Realize Us In Writing or after Realize Us has received an Offer signed by Realize Us and Client.

### **Clause 4 Prices and Payment**

- 4.1. All fees and prices applied by Realize Us are provided in euros, excluding VAT and any other government levies or taxes, unless explicitly stated otherwise.
- 4.2. Realize Us will charge the fees due by Client by means of an invoice. Client shall pay the Program fees due before the start of the Program, within the payment term as indicated by Realize Us on the invoice. If not otherwise specified on the invoice, Client shall pay ultimately fourteen (14) days after invoicing.
- 4.3. Travel and accommodation expenses are not included in the Program fee, unless explicitly agreed otherwise in writing.
- 4.4. Client shall pay invoices without right to set-off. Objections to the amount of invoices do not suspend Client's payments obligations.
- 4.5. In case Client does not timely pay invoices, it will be in default without any (type of) notice of default ('ingebrekestelling') being required. Realize Us shall be entitled to charge the statutory interest rate as of the due date. In the event of any payment failure Realize Us will be entitled to suspend the execution of the assignment immediately.
- 4.6. In case of non-timely payment, Client shall compensate Realize Us for all judicial and extrajudicial collection costs that have been incurred within reason, which will in any event include the costs of collection agencies as well as actually incurred costs and the fees of bailiffs and lawyers. Extra-judicial collection costs shall be at least 15% of the sum due by Client, with a minimum of €150.

### **Clause 5 Obligations Client concerning Program**

- 5.1. During participation of the Program, Client or the designated Participant shall follow safety instructions, cleaning instructions or other instructions.
- 5.2. If applicable, Client or the designated Participant will provide the requested information (test results, completed questionnaires, etc.) to Realize Us prior to the commencement date of the particular Program.

### **Clause 6 Cancellation**

- 6.1. Cancellation of a Program must be made In Writing.
- 6.2. Client is entitled to cancel a retreat, rite, workshop or event in which participation is possible through open registration, free of charge, ultimately one month before the agreed commencement date thereof, not counting the date of the written notice and the commencement date of the retreat, rite, workshop or event in which participation is possible through open registration.
- 6.3. Client is entitled to cancel a (personal) coaching, free of charge, ultimately 48 hours before the agreed commencement date of the coaching.
- 6.4. Client is entitled to cancel tailor made services, free of charge, ultimately 7 working days before the agreed commencement date of the tailor made services, not counting the date of the written notice and the commencement date of the tailor made services.
- 6.5. If a Program is cancelled within the particular time periods as stated in paragraph 2, 3 and 4, Client shall remain liable to pay 100% of the agreed price. In this case and after payment of the agreed price, Client or the Participant designated by Client may be placed on the reserve list of the particular Program for one year, although there is no guarantee of actual participation within that year.
- 6.6. Client or the Participant designated by Client may designate another participant instead of the Participant to participate in the Program at the agreed rate, after consultation and consent of Realize Us. Substitution after commencement of the Program is not allowed.
- 6.7. When Realize Us has arranged hotel accommodation in the context of a Program and Client has cancelled the Program, costs involved will be reasonably charged to Client in case it is impossible for Realize Us to cancel the hotel reservation free of charge.

- 6.8. Realize Us is entitled to relocate or reschedule a Program to a different location, date and/or time of day without stating its reasons, in which case Client has the right to cancel the relocated or rescheduled Program at no cost. In this event, Client is entitled to reimbursement of the full sum it has paid to Realize Us.
- 6.9. Realize Us is entitled to cancel a Program without stating its reasons or to refuse participation of a Client or the Participant designated by Client, in which cases Client is entitled to reimbursement of the full sum it has paid to Realize Us.

#### **Clause 7 No Guarantee and Liability**

- 7.1. Although Realize Us will always endeavour to make a Program successful for every Client or designated Participant, Realize Us cannot guarantee that Client or the designated Participant will achieve particular results or successes after following the Program.
- 7.2. The total liability of Realize Us as a result of any shortcomings in the performance of the Agreement, including any indemnification or guarantee obligation, based on the law, tort or on any other agreement, is limited to the price paid by Client for the Program.
- 7.3. Notwithstanding the foregoing, Realize Us is not liable for indirect damage including, but not limited to, consequential damages, fines, lost sales, lost profits, lost savings, reduced goodwill, reputation damages and immaterial damages.
- 7.4. Realize Us is not liable for damage that was caused or partially caused by Realize Us' use of incomplete or deficient information provided by or on behalf of Client, or the failure of a Participant to follow safety instructions or other instructions.
- 7.5. Realize Us is not liable for any shortcomings or unlawful acts by third parties.
- 7.6. The exclusions and limitations provided in this clause shall not exclude the liability of Realize Us for gross negligence or wilful misconduct.
- 7.7. Claims for compensation of damage expire twelve months after the moment Client has become aware of the damage or should have reasonably become aware thereof.
- 7.8. Realize Us does not guarantee that the Website is at all times available and without interruptions or failures. Failures in the Website can occur, but not exclusively, as a result of failures in the internet or telephone connection or due to viruses or faults/defects. Realize Us is in no way liable or liable for compensation towards Client for any damage resulting from the (temporary) inaccessibility or (interim) failure of the Website.
- 7.9. The Website may contain links to websites owned and operated by third parties. By using these links, Client will leave the Website. These links are provided for Client's information and convenience and are not an endorsement by Realize Us of the content of such linked websites or third parties. Realize Us has no control over the contents of any linked website and is not responsible for these websites or their content or availability.
- 7.10. Client is liable for any damage caused by the Client to the building, the inventory and / or the environment in which the Program will be held, including damage caused by the designated Participant. Realize Us is entitled to repair this damage at the expense of Client. Realize Us is not liable for damage that has occurred in any way whatsoever during the stay in a room or in the building of Realize Us to Client or the designated Participant and / or his property.
- 7.11. Realize Us is not liable for loss or theft of property belonging to Client or the designated Participant.

#### **Clause 8 Exclusion of right of withdrawal distance contract**

- 8.1. Consumers have the right to cancel a distance agreement without reason, for 14 calendar days after the conclusion. Realize Us may exclude a purchase from this right of withdrawal in the following cases:
  - 8.1.1. The purchase of the Program relates to the provision of short-term accommodation on a specific date or within a specific period of time; and/or
  - 8.1.2. The purchase relates to leisure activities on a specific date or within a specific period of time.
- 8.2. Realize Us informs Consumers prior to entering into an agreement when the aforementioned exclusions apply.

#### **Clause 9 Intellectual Property and Confidentiality**

- 9.1. All intellectual property rights, including copyrights, trademarks, trade names, designs, knowhow and database rights, with respect to all materials, content and information provided and/or compiled by Realize Us (including but not limited to course material, advice, brochures, presentations, video material, test results), and

all intellectual property rights created as a result of the Program, are and will remain vested exclusively in Realize Us. Client only obtains those rights that are explicitly granted to Client and/or the Participant under any Agreement.

- 9.2. Without the express written consent of Realize Us, Client and Participant are not authorised to publish, disclose, disseminate or in any way reproduce (parts of) the materials, content and information provided.
- 9.3. It is not permitted to remove, hide or change notices or statements with regard to intellectual property rights or to make them illegible.
- 9.4. Client indemnifies Realize Us against any liability for (alleged) infringement of these intellectual property rights of Realize Us and/or third parties.
- 9.5. Parties will not make any confidential information related to the other Party public or use it for any purpose other than that for which it was obtained. Confidential information means any information related to a Party of which the other Party should reasonably have known that it is confidential.

#### **Clause 10 Personal Data**

- 10.1. When concluding an Agreement or enrolling in a Program, Client and/or Participant will provide (personal) data to Realize Us. These personal data will be saved and processed in accordance with the Realize Us Privacy Statement [https://realize-us.com/privacy\\_statement\\_Realise-Us\\_oktober\\_2023.pdf](https://realize-us.com/privacy_statement_Realise-Us_oktober_2023.pdf) and applicable laws and regulations.

#### **Clause 11 Questions and Complaints**

- 11.1. Questions or complaints concerning any Offer, Agreement, invoice or Program, can be submitted to Realize Us via the contact details on the Website <https://realize-us.com/en/contact>.
  - 11.2. Realize Us aims to answer Client within 7 working days and will do its best to resolve any issue as quickly as possible and will keep Client up to date on the progress of the question / complaint.
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#### **Clause 12 Miscellaneous**

- 12.1. If any provision(s) in these Terms and Conditions is/are void or invalid in whole or in part for any reason, Client and Realize Us remain bound to the remaining part of the Terms and Conditions. Realize Us will replace the void and/or invalid part by provisions that are valid and of which the legal consequences, in view of the contents and object of these Terms and Conditions, are in line with the invalid part as much as possible.
- 12.2. Realize Us is entitled to engage Partners in the performance of any engagement. These Terms and Conditions also inure to the benefit of the Partners. Realize Us assumes no responsibility or liability for errors or shortcomings of Partners or for damages caused by them. Realize Us is entitled to accept the applicability of the terms and conditions and limitations of liability of Partners on behalf of Client and may rely on these terms, conditions and limitations towards Client insofar as they relate to the third- party performance of the Agreement.

#### **Clause 13 Applicable Law and Competent Court**

- 13.1. The Agreement and any resulting legal relations shall exclusively be governed by Dutch law.
- 13.2. All disputes that arise between Client and Realize Us will be submitted to the competent court in the district of North-Holland, unless mandatory law stipulates that the dispute must be submitted to another court. With regard to Consumers, disputes must be submitted to the competent court in the district of North-Holland, unless the Consumer chooses the court that is competent according to law within one month after Realize Us has invoked this provision In Writing.