

GENERAL CONDITIONS OF SARL LES MIRANDES

Kristine Debruijne (Tinne) (Trading under the commercial name “**SARL Les Mirandes**”, an SARL "Société à Responsabilité Limitée" or "Limited Liability Company" (LLC), with registered office

SARL Les Mirandes

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Article 1 – Definitions

In these general terms and conditions, the following terms are defined:

1. **General Terms and Conditions:** The current general terms and conditions.
2. **Service(s):** Offered training, workshops, webinars, group programs, 1 on 1 coaching.
3. **Service Provider:** Kristine (Tinne) Debruijne
4. **Customer:** The entrepreneur or private person entering into an agreement with **SARL Les Mirandes**, thereby accepting the general terms and conditions.
5. **Quotes:** A proposal or quote from the Service Provider (via the website, social media, or email).
6. **Agreement:** The service agreement between the Parties after acceptance of the Quote by the Customer or the agreement to purchase a Service.
7. **Parties:** The Service Provider and the Customer together.
8. **Written:** Written communication such as email or by registered mail where necessary.
9. **Website:** <https://www.tinnedebruijne.com/>

Article 2 – Applicability of General Terms and Conditions

2.1. These General Terms and Conditions cover our procedures and important rules regarding our collaboration and apply to all Quotes or Agreements, deliveries of Services by or on behalf of us. 2.2. These General Terms and Conditions always take precedence over your general terms and conditions, unless explicitly deviated from in writing. 2.3. The latest version of the General Terms and Conditions is always applicable.

Article 4 – Prices

4.1. We will perform the requested Services at the fixed price indicated in the Quote or as included in the Agreement. All prices mentioned are always exclusive of travel costs, accommodation costs, on-site expenses, unless otherwise specified. 4.2. Any changes to the requested Services and/or additional Services will be invoiced additionally in accordance with the rates in effect at the time the changes/additional Services are ordered/purchased. You can inquire about the applicable rates from us at any time, provided that if nothing is determined, these additional Services/changes will be executed at an hourly rate of 150 EUR (excluding VAT). 4.3. We cannot be bound by our Quote if you could reasonably understand that the Quote, or a part thereof, contains an obvious material mistake or error, such as an unrealistically high discount or an unusually low asking price.

Article 5 – Payment

5.1. At the time you enroll in a group program, 1 on 1 coaching, online course, or a webinar (in short, a Service), you are required to pay the full price, unless the possibility of installment payment is provided for a specific Service. After enrollment, you will receive a VAT-compliant invoice from us. All invoices must be paid no later than 15 days after the invoice date. 5.2. We may, without prior notice, suspend our Services to you in whole or in part, or even terminate the Agreement if you fail to fulfill your payment obligations, other obligations (such as providing the required information), or your obligations under the General Terms and Conditions. In this case, you owe us a lump sum compensation amounting to 10% of the price as determined in the Agreement or Quote, with a minimum of 150 EUR, without prejudice to our right to claim higher compensation. In this case, we may retain any advance payments made. 5.3. If applicable and in case of total or partial non-payment of an invoice on the due date, you, as a Customer, are, notwithstanding the above paragraph, by operation of law and without prior notice of default, liable to pay default interest on the unpaid invoice amount according to the special legal interest for commercial transactions. All costs in connection with the judicial or extrajudicial collection of the unpaid invoice are at your expense.

Article 6- Disputes

6.1. If you, as a Customer, have a complaint or are not satisfied with our Services, we would like to hear about it to find a solution together. You must communicate your complaint to us in writing within 8 calendar days after the delivery of our Service. The description of your complaint should be as detailed as possible. 6.2. A complaint cannot naturally lead to us providing different Services than what we have agreed upon.

Article 7 – Enrollment in Group Programs

7.1. When you choose to start the program and, in other words, accept the Quote, the obligation to pay the full price arises, unless otherwise agreed. If you terminate the program prematurely, this does not entitle you to (partial) compensation. 7.2. We have the discretion to determine where the Services will be provided and whether they will be delivered online. You acknowledge that the location of the work is not an essential part of the Agreement. A change in location cannot be considered a shortcoming on our part. 7.3. At the beginning of the group program, the Service Provider will, in consultation with you, communicate the times of the sessions, if the sessions are live. 7.4. We can only perform our work properly when you provide all the requested information for the execution of the Service in a timely manner. You are also responsible for the accuracy, completeness, and reliability of the information provided, even if it comes from third parties. 7.5. If you do not provide the necessary information on time or do not perform the preparatory work agreed upon, causing a delay in the execution of the Service, the resulting additional costs will be borne by you as the Customer. When purchasing a group program, it will always be clearly indicated how many sessions this program includes. These sessions must be fully scheduled within a period of 6 months. Sessions not scheduled within this 6-month period will expire. 7.6. If you cannot participate in an activity or appointment due to illness, it is expected that you notify us promptly. All appointments must be canceled at least 24 hours in advance, otherwise, you will lose a session or a fee will be charged. The same appointment can only be rescheduled once, by mutual agreement. If you reschedule the same appointment multiple times, you will be required to compensate us for this appointment, or this session will be deducted from the number of sessions in a particular program.

Article 8 – Online Courses, Training, and Webinars

8.1. Unless stated otherwise, webinars, courses, or workshops will be made available immediately after payment.

Article 9 – Specific Provisions Regarding Online Services

9.1. Access to online training or services is personal. The access and content of online services may not be shared with third parties. To access online services, including online training, you need to create an account on the respective training platform. You will ensure that the information linked to the account is always current and up-to-date. Additionally, you will also ensure a secure and unique password. 9.2. Access to the user account is strictly personal. Access to the account, account details, and login information may not be shared with third parties. 9.3. In case of suspicion of sharing account details with third parties, access to the account will be blocked indefinitely, without the Service Provider owing you any compensation or payment. 9.4. If you act in violation of these General Terms and Conditions or engage in any other unlawful behavior or cause harm to the Service Provider, the Service Provider is entitled to deny access to the account, without being obligated to provide any compensation. 9.5. The Service Provider will inform you separately for each purchased service

about the duration for which the purchased online service is available to you.

Article 10 – Execution of Agreement and Liability

10.1. The Agreement imposes an obligation of effort on us, not a obligation of results. While we will make our best efforts to deliver our service correctly and achieve the best possible result, we cannot be held liable if the intended result is not achieved. 10.2. We reserve the right to engage third parties or other service providers if we deem it necessary. 10.3. Except in cases of fraud, intentional or gross negligence, we are not liable for or obliged to compensate for immaterial, indirect, or consequential damage, including (but not limited to) loss of profit, loss of turnover, loss of income, administrative or personnel costs, an increase in general costs, loss of clientele, or claims by third parties. 10.4. While we only work with the best partners and service providers, we cannot be held liable for any damage resulting from their errors, including their gross (or intentional) errors. 10.5. We cannot be held liable if we are unable to deliver our services due to force majeure. If the force majeure is temporary, we will still attempt to provide our services as soon as reasonably possible. If it becomes impossible for us to complete or continue our services, the Agreement will be revised or terminated by mutual agreement. 10.6. We are not liable for any damage, of any kind, resulting from incorrect or inaccurate data provided by you. 10.7. We have taken out civil liability insurance, and the amount for which we can be held liable is limited to the amount of the price of the purchased service.

Article 11- Intellectual Property Right

11.1. We have put a lot of effort into transforming our accumulated knowledge into a manageable service to assist and inform you. By purchasing our service or product, you expressly acknowledge that all content of the course, training, workshop, techniques used, materials, diagrams, examples, modules, images, and videos ("Intellectual Property") are the property of **SARL Les Mirandes** and are protected by intellectual property rights. You may not distribute or commercialize this Intellectual Property. You may only use the Intellectual Property for private purposes or in your own professional business (without commercializing it). 11.2. If we identify a violation, we have the right to charge a reasonable compensation for it.

****Article 12 – Indemnification****

12.1. As a Customer, you indemnify us against all third-party claims related to the services provided by us.

****Article 13- Data Processing****

13.1. By placing an order or using our services, you expressly consent to the processing of your personal data for the purpose of providing the services. In addition, the provided data may also be used for customer management, newsletters, advertising or marketing purposes, and statistical information collection.

13.2. We respect the General Data Protection Regulation of May 24, 2016, regarding the protection of privacy in the processing of personal data.

13.3. All personal data provided and processed through our website or in the context of the provided services will be treated confidentially and will not be disclosed to third parties without your consent unless necessary for the provision of the service.

****Article 14 – Confidentiality****

14.1. We undertake to maintain confidentiality of all information and data learned during the execution of the service. We take all possible precautions to protect the interests of the Customer. Without our permission, the Customer shall not disclose to third parties our approach, working methods, or the quotation.

****Article 15 – General Provisions****

15.1. If any provision (or part thereof) of the General Terms and Conditions is unenforceable or conflicts with a provision of mandatory law, this will not affect the validity and enforceability of the other provisions of these General Terms and Conditions, nor the validity and enforceability of that part of the respective provision that is not unenforceable or in conflict with a provision of mandatory law. In such a case, the Parties will negotiate in good faith to replace the unenforceable or conflicting provision with an enforceable and legally valid provision that closely aligns with the purpose and intent of the original provision.

15.2. The Agreement and these General Terms and Conditions are governed by Belgian law. In case of a dispute, we will, of course, first try to find a solution amicably. If we do not succeed, the courts of the judicial district of Antwerp will have jurisdiction over the matter.