

Terms and Conditions Your Compass to Freedom

Article 1. Definitions

In these Terms and Conditions, the following definitions apply:

- Your Compass to Freedom: the registered trade name operated by Ms W. de Vries, registered with the Dutch Chamber of Commerce under number 78376866, with its registered office in Oosterhout, Jan van Scorelstraat 16, 4907 PL, the Netherlands;
- Customer: the natural person or legal entity that enters into, or intends to enter into, an Agreement with Your Compass to Freedom;
- Consumer: a Customer who is a natural person acting for purposes outside their trade, business, craft or profession;
- Agreement: any agreement concluded between Your Compass to Freedom and the Customer, including an online purchase, enrolment in a Programme or an agreement for Services;
- Digital Product: digital content supplied electronically, including but not limited to guides, workbooks, templates, assessments, personalised or non-personalised reports, audio, video, downloads and other digital materials;
- Programme: an online or offline course, training, membership, group programme or other structured learning or development offering;
- Services: services provided by Your Compass to Freedom, including coaching, advisory sessions, workshops, training and other professional services;
- Terms and Conditions: these terms and conditions;
- Day/Days: calendar day/calendar days;
- Working Day/Working Days: Monday through Friday, excluding Dutch public holidays;
- Parties: Your Compass to Freedom and the Customer jointly;
- In Writing: by letter, email or another electronic communication that can be stored by the recipient;
- Website: www.yourcompassstofreedom.com and any sales page or online environment operated by Your Compass to Freedom.

Article 2. The Agreement

1. These Terms and Conditions apply to all offers, online purchases, orders, quotations, Digital Products, Programmes, Services and Agreements of Your Compass to Freedom. Any terms and conditions of the Customer or third parties are expressly rejected, unless Your Compass to Freedom has accepted them In Writing.
2. An Agreement is concluded when the Customer accepts an offer or quotation, places an online order with a payment obligation, enrolls in a Programme or otherwise accepts an offer of Your Compass to Freedom. Where required by law, the Customer receives confirmation of the Agreement electronically.
3. The description, price, scope, duration, access period and other specific conditions stated on the relevant sales page, checkout, quotation or order confirmation form part of the Agreement. If a specific provision conflicts with these Terms and Conditions, the specific provision prevails, provided that mandatory law is respected.
4. Quotations are valid for ten (10) Working Days unless stated otherwise. Obvious errors, typographical errors and manifest mistakes in offers, sales pages, advertisements or other communications do not bind Your Compass to Freedom.
5. Before a Consumer is bound by an online Agreement, Your Compass to Freedom will provide the information required by applicable consumer law, including information about the main characteristics of the offer, the total price, payment, delivery or access, duration where relevant, complaints and the statutory right of withdrawal or any applicable exception.

Article 3. Delivery and performance

1. Your Compass to Freedom will perform the Agreement with reasonable care and to the best of her knowledge and ability. Unless expressly agreed otherwise In Writing, Services and Programmes are provided on a best-efforts basis and no particular personal, professional, business, financial or other result is guaranteed.
2. Digital Products and access to Programmes are normally supplied electronically to the email address or account provided by the Customer. The Customer is responsible for providing correct contact details and for having suitable equipment, software and internet access.
3. Any stated delivery, completion or performance dates are indicative and are not strict deadlines unless expressly agreed otherwise In Writing or mandatory law provides otherwise.
4. Your Compass to Freedom may engage third parties where reasonably necessary for the performance of the Agreement.
5. For coaching, workshops, live sessions or other Services, the scope, format, number of sessions, duration and scheduling arrangements are stated in the relevant offer, sales page, booking confirmation or separate Agreement.
6. The Customer remains responsible for their own choices, decisions, actions and implementation. Unless expressly stated otherwise, Digital Products, Programmes and Services are intended for education, reflection and personal or professional development and do not replace medical, psychological, legal, tax, investment or other regulated professional advice.
7. Where applicable to digital content or digital services, Your Compass to Freedom will provide updates, including security updates, that are required under mandatory law for the period the Consumer may reasonably expect.

Article 4. Price and payment

1. Prices offered to Consumers are stated including VAT where VAT is applicable, unless clearly stated otherwise in a context in which prices may lawfully be shown excluding VAT. Business quotations may state prices excluding VAT.
2. The price, payment schedule and payment method applicable to an Agreement are those shown to the Customer before the order is placed or stated in the quotation or order confirmation.
3. For online purchases, payment is due at the time of ordering unless an instalment plan or another payment arrangement is expressly offered. Separately invoiced Services are payable within fourteen (14) Days of the invoice date unless agreed otherwise.
4. If an instalment plan is agreed, the instalments form part of the agreed purchase price. The Customer remains responsible for instalments that become due under the Agreement, except where the Agreement is validly withdrawn from, cancelled or terminated under mandatory law or an express contractual cancellation right.
5. Additional work or changes requested by the Customer outside the agreed scope may be charged separately only after the Customer has been informed of the additional price or pricing basis.
6. If a Consumer fails to pay on time, interest and extrajudicial collection costs may only be charged in accordance with mandatory consumer law and after any legally required notice and payment period. For business Customers, statutory commercial interest and reasonable collection costs may be charged in accordance with applicable law.
7. Your Compass to Freedom may suspend access to paid Digital Products, Programmes or Services where an amount that is due remains unpaid, insofar as this is proportionate and permitted by law.

Article 5. Right of withdrawal and cancellation

1. A Consumer who concludes an Agreement at a distance generally has a statutory right to withdraw from the Agreement without giving reasons within fourteen (14) Days, unless a statutory exception applies.
2. For Services, including coaching and live or scheduled elements of a Programme where these qualify as services, the withdrawal period starts on the day the Agreement is concluded. If the Consumer expressly requests performance to begin during the withdrawal period and subsequently withdraws before the Service has been fully performed, the Consumer may owe a proportionate amount for the part already performed, but only to the extent permitted by law.
3. Where a Service has been fully performed during the withdrawal period, the Consumer loses the right of withdrawal only if all statutory conditions for loss of that right have been satisfied, including any required prior express consent and acknowledgement.
4. For Digital Products or other digital content not supplied on a tangible medium, the Consumer loses the statutory right of withdrawal after supply has begun only where, before supply begins, the Consumer has expressly consented to immediate supply, expressly acknowledged that the right of withdrawal is thereby lost, and Your Compass to Freedom has provided the confirmation required by law.
5. If the statutory conditions in paragraph 3 or 4 have not been satisfied, the Consumer retains the rights provided by mandatory law. A statement elsewhere that a purchase is 'non-refundable' does not override a statutory right of withdrawal.
6. A Consumer may exercise the right of withdrawal by an unequivocal statement, by using the statutory model withdrawal form, by using the online withdrawal function where legally required, or by any other legally permitted method communicated before purchase. The Consumer does not have to give a reason.
7. Where an online withdrawal function is legally required, Your Compass to Freedom will keep that function clearly visible and accessible for the legally required period and will provide the Consumer with electronic confirmation of a withdrawal submitted through that function, including the information required by law.
8. If a Consumer validly withdraws, payments that must be reimbursed under applicable law will be refunded without undue delay and no later than fourteen (14) Days after Your Compass to Freedom has been informed of the withdrawal, subject to any lawful conditions that apply to the particular Agreement.
9. After the statutory withdrawal period has expired, or where the right of withdrawal has validly been lost or does not apply, a Digital Product or access already supplied is not refundable merely because the Customer changes their mind, unless the specific offer provides an additional refund right or mandatory law requires otherwise.
10. Cancellation or rescheduling rules for individual coaching sessions, workshops, live sessions or other scheduled Services may be stated in the relevant offer or booking confirmation. Such specific rules apply in addition to this Article and do not restrict mandatory Consumer rights.

Article 6. Conformity and complaints

1. Digital Products, digital content and digital services supplied to Consumers must conform to the Agreement and to the statutory requirements that apply to them. Nothing in these Terms and Conditions limits a Consumer's mandatory rights concerning conformity, remedies, updates, repair, replacement, price reduction, termination or reimbursement.
2. The Customer is requested to report a complaint or defect as soon as reasonably possible after discovery and to provide enough information for Your Compass to Freedom to investigate and, where appropriate, offer a solution. Failure by a Consumer to report immediately does not remove any right that cannot legally be limited.
3. For business Customers, complaints concerning Services should in any event be submitted within thirty (30) Days after performance or delivery, except where a longer period follows from the Agreement or applicable law.
4. Submitting a complaint does not automatically suspend a payment obligation, unless the Customer has a statutory or contractual right to suspend payment.

Article 7. Force majeure

1. Your Compass to Freedom is not liable for a failure or delay in performance caused by circumstances beyond her reasonable control. Affected obligations are suspended for the duration of the force majeure event to the extent performance is prevented.
2. Force majeure may include serious illness or incapacity, failure of essential suppliers or platforms, internet or hosting outages, cyber incidents not attributable to Your Compass to Freedom, strikes, fire, epidemics, pandemics, governmental measures and other external circumstances that reasonably prevent performance.
3. If a force majeure event continues for more than two (2) months and performance cannot reasonably be resumed, either Party may terminate the affected part of the Agreement In Writing. Amounts relating to performance already properly provided remain payable, subject to mandatory Consumer law.
4. Nothing in this Article excludes or limits rights that cannot legally be excluded or limited.

Article 8. Intellectual property

1. Unless expressly agreed otherwise In Writing, all copyrights and other intellectual property rights in Digital Products, Programmes, Services, assessments, reports, templates, methods, exercises, recordings and other materials created or supplied by Your Compass to Freedom remain vested in Your Compass to Freedom or her licensors.
2. Upon full payment, the Customer receives a personal, limited, non-exclusive and non-transferable right to use the purchased materials for the purpose for which they were supplied and for the access period stated in the offer, where an access period applies.
3. Without prior written permission, the Customer may not reproduce, publish, resell, sublicense, distribute, share, commercially exploit, copy substantial parts into another product or programme, or make paid materials available to third parties, except to the extent mandatory law permits such use.
4. Login details and individual access to paid Digital Products or Programmes are personal and may not be shared with third parties unless the offer expressly permits this.
5. In the event of unauthorised use, Your Compass to Freedom may take proportionate measures, including suspending access, and may claim compensation for loss actually suffered and use any other remedy available under applicable law.

Article 9. Confidentiality and privacy

1. Where confidential information is exchanged in connection with coaching, Programmes or Services, each Party will treat that information as confidential and use it only for the purpose for which it was provided.
2. The confidentiality obligation does not apply to information that is already public without breach of confidentiality, was lawfully known to the receiving Party, is disclosed with permission, or must be disclosed under law, court order or an order of a competent authority.
3. Your Compass to Freedom processes personal data in accordance with applicable privacy law and the privacy information made available on the Website.
4. Where a group Programme or group session is offered, participants are expected to respect the privacy and confidentiality of other participants. Your Compass to Freedom will take reasonable steps to communicate this expectation but cannot guarantee the conduct of another participant and is not liable for an unauthorised disclosure by another participant unless that disclosure is legally attributable to Your Compass to Freedom.

Article 10. Liability

1. Your Compass to Freedom is liable only to the extent provided in this Article and only insofar as limitation of liability is permitted by law.
2. No specific outcome is guaranteed from purchasing or using a Digital Product, participating in a Programme or receiving Services. Results depend on circumstances that may include the Customer's own choices, actions, implementation and situation.
3. For business Customers, and for Consumers only to the extent legally permitted, Your Compass to Freedom is not liable for indirect or consequential loss, loss of profit, loss of turnover, loss of opportunities or business interruption.
4. To the extent legally permitted, total liability arising from an Agreement is limited to the amount paid by the Customer under the part of the Agreement to which the liability relates. If an applicable liability insurance policy pays a higher amount for the relevant claim, liability is limited to the amount actually paid under that policy.
5. The limitations in this Article do not apply to liability arising from intent or deliberate recklessness by Your Compass to Freedom and do not exclude or limit liability that cannot legally be excluded or limited.
6. Your Compass to Freedom is not liable for loss caused by incorrect, incomplete or late information supplied by the Customer, or by acts or omissions of the Customer or third parties for whom Your Compass to Freedom is not legally responsible.
7. For business Customers, any contractual claim against Your Compass to Freedom expires one (1) year after the Customer became aware, or could reasonably have become aware, of the event giving rise to the claim, insofar as such a contractual limitation is legally permitted. This paragraph does not shorten mandatory limitation periods applicable to Consumers.

Article 11. Suspension and termination

1. Your Compass to Freedom may suspend performance or access where the Customer materially fails to comply with the Agreement, including in cases of non-payment, unlawful use, serious infringement of intellectual

property rights or conduct that seriously disrupts a Programme or creates an unsafe environment for others, provided that the measure is proportionate and mandatory Consumer rights are respected.

2. Where a breach can reasonably be remedied, the Customer will first be given a reasonable opportunity to remedy it, unless immediate action is justified by the nature or seriousness of the breach.

3. For business Customers, Your Compass to Freedom may terminate the Agreement with immediate effect where the Customer becomes bankrupt, enters liquidation, ceases business activities or is otherwise unable to meet its obligations, insofar as termination is legally permitted.

4. Termination does not affect rights and obligations that by their nature are intended to continue, including payment for performance already provided, intellectual property, confidentiality and liability.

5. Any cancellation or termination rights for subscriptions, memberships or continuing Programmes will be stated in the specific offer and will comply with mandatory Consumer law.

Article 12. Applicable law and disputes

1. The Agreement and these Terms and Conditions are governed by Dutch law. If the Customer is a Consumer who habitually resides in another country, this choice of law does not deprive that Consumer of mandatory protection that applies under the law that would otherwise be applicable.

2. Parties will first attempt to resolve complaints and disputes in good faith.

3. Disputes will be submitted to a court that has jurisdiction under the applicable statutory rules. A Consumer retains any right to bring proceedings before a court that has jurisdiction under mandatory consumer law.

Article 13. Additional provisions

1. If any provision of these Terms and Conditions is void, invalid or unenforceable, the remaining provisions remain in force. Where possible, the invalid provision will be replaced by a valid provision that most closely reflects its lawful purpose and effect.

2. Changes in the business name, management or legal form of Your Compass to Freedom or the Customer do not in themselves affect an existing Agreement, subject to applicable law.

3. Your Compass to Freedom may amend these Terms and Conditions for future Agreements. The version made available to the Customer before the Agreement is concluded applies to that Agreement.

4. For an ongoing Agreement, a material change that affects the Customer will be communicated in advance within a reasonable period. Such a change will not retroactively remove accrued rights or materially disadvantage a Consumer unless permitted by law and, where required, the Consumer is given a right to terminate.

5. If a specific offer, sales page, checkout, order confirmation or separate Agreement contains provisions that differ from these Terms and Conditions, those specific provisions prevail for that Agreement, provided that mandatory law is respected.