

## **TERMS AND CONDITIONS - AEWACADEMY**

### **Article 1 Definitions**

1. AEWacademy, trade name of Summertime Studios, established in Amsterdam, KvK number 75299313, is in these general conditions referred to as service provider.
2. The other party shall be referred to in these general terms and conditions as client.
3. By the agreement shall be meant the agreement of the order on the basis of which service provider undertakes work for the customer against payment of fee and expenses and whereby the general terms and conditions have been declared applicable.

### **Article 2 Applicability of general terms and conditions**

1. These terms and conditions shall apply to all quotations, invoices, work, agreements and delivery of services and goods by or on behalf of the service provider to which it has declared these terms and conditions, insofar as these conditions have not been expressly deviated from in writing.
2. The most recently transmitted version of these general terms and conditions shall always apply.
3. If one or more provisions in these general terms and conditions at any time wholly or partially.
3. If one or more provisions in these general terms and conditions are at any time wholly or partially void or voidable, the remaining provisions of these general terms and remain fully applicable.

### **Article 3 Offer**

1. Service provider cannot be held to its offer if the customer could reasonably understand that the offer, or any part thereof, contains an obvious mistake or clerical error.
2. Offers do not automatically apply to other products or services, unless otherwise stated.
3. If the offer is accepted and purchased online, customer obtains immediate access to his or her purchase.

### **Article 4 Rates and payments**

1. The agreement is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise follows from the nature of the agreement or if the parties expressly agree otherwise in writing.
2. The prices stated on the website are exclusive of VAT and any costs to be incurred are stated, unless explicitly indicated otherwise.
3. With the purchase of a course or coaching program comes the obligation to pay, even With the purchase of a course or coaching trajectory the obligation to pay arises, even if not the entire course or coaching trajectory is the services of the service provider.
4. Customer only gains access to the purchase after full payment of the agreed amount, unless payment is made in installments.

5. The rates agreed upon at the conclusion of the agreement are based on the price level applicable at that price level applied at that time. Service Provider has the right to change prices during the year.

#### **Article 5 Disclosure of customer information**

1. Customer shall make all information relevant to the execution of the order available in a timely manner to service provider.
2. Customer guarantees the accuracy, completeness and reliability of the data made available data made available, also if they originate from third parties. Service provider shall treat the data treatment.
3. Customer shall indemnify Service Provider for any damage resulting from failure to comply with the provisions of the first paragraph of this article.

#### **Article 6 Execution of the agreement**

1. Service Provider shall perform the agreement to the best of its knowledge and ability. However, she is not responsible for not achieving the result that customer intended with purchase.

#### **Article 7 Course content and coaching program**

1. Course length varies and can be taken at your own discretion and pace.
2. Customer retains lifetime, but at least as long as Dutch Digital Nomad exists, access to the content of the course.
3. If necessary, course content will be updated regularly.
4. The duration of the coaching course is 3 months, but can be extended by mutual agreement.
5. Upon purchase of the coaching course the client will receive access to the online learning environment. learning environment.

#### **Article 8 Login details online learning environment + community**

1. The login details of the learning environment may not be shared with third parties. Each participant in the online course must have his/her own login information. Thus, you may not share the course with other people.
2. Per purchased course, you can participate in the VIP week (online community) on Instagram.
3. Per purchased course, you can participate with one account in the live sessions given through Zoom, or a similar program.
4. If we learn that the course or login information is shared with third parties, you will be denied access to the course and online community. to the course and online community.

## **Article 9 Money back guarantee**

1. During a period of 14 days, starting from the moment of the first payment, there is a money back guarantee.
2. Customer can claim this guarantee if the conditions in paragraph 3 of this article are met.
3. Customer has (1) gone through the video lessons, (2) completed the workbooks and worksheets extensively, and (3) actively participated in the associated community.
4. Customer must be able to demonstrate active participation in the course and community.

## **Article 10 Cancellation**

1. Service Provider reserves the right at any time to change or discontinue some or all of the functionality of one or more parts of the online content to change or stop for a certain period or forever. This will be communicated to customer at all times.
2. In case of a change as mentioned in the previous paragraph of this article, for whatever reason, the customer only entitled to a pro rata refund of the amount already paid to service provider.
3. Customer receives access to the course immediately after purchase. The services of service provider are thus excluded from the right of withdrawal, which does not allow customer to cancel the purchase. cancellation. If the course is not deemed good enough by the customer, according to article 8 the customer is entitled to the Not satisfied, money back guarantee.

## **Article 11 Liability claims**

1. Service Provider shall not be liable for damages resulting from this agreement unless the direct damage was caused intentionally or with gross negligence.
2. Service Provider shall not be liable for damages arising because it has relied on incorrect or incomplete information provided by or on behalf of 2. Service Provider shall not be liable for damages arising from the fact that it has relied on incorrect or incomplete information provided by or on behalf of the Customer.
3. The customer remains at all times responsible for the application or execution of knowledge or actions as gained in the course.
4. In the event that service provider owes compensation to customer the damage shall not exceed more than the amount charged by service provider to customer.
5. The customer indemnifies service provider against all claims of third parties related to the services and goods its delivered services and goods.

## **Article 12 Complaints**

1. Customer is obliged to communicate complaints about the work performed and services and goods delivered within 14 calendar days in writing to service provider. It aims to respond to complaints within 14 days to respond to complaints.
2. If a defect is reported later, the customer is no longer absolutely entitled to repair, replacement or compensation.

### **Article 13 Intellectual property**

1. Unless otherwise agreed in writing, service provider retains all intellectual absolute rights, including copyright, to all data, information supplied and content made available.
2. Image material from the course may not, without written permission from service provider, be copied, shown to third parties, made available, resold or used in any other way.
3. The customer is also not allowed to use the written documentation accompanying the course, including The customer is also not allowed to use the written documentation accompanying the course, including templates and manuals, for purposes other than personal use.
4. Violation of this article constitutes an infringement of the copyright of the service provider. service provider. Service provider is in such a case entitled to invoice customer.

### **Article 14 Special provisions**

1. Both parties are bound to maintain the confidentiality of all confidential information obtained in the context of their agreement. Customer is referred to the privacy statement.
2. Service Provider gives no guarantees to improvement performance or profit from campaigns. Service Provider does its best to offer a range of suggestions, but is not liable for the end result.
3. Because Service Provider's services are given online, it cannot guarantee that its services are available everywhere at all times.
4. During an online course, customers can communicate among themselves, such as by posting reactions in the community. The customer declares not to send spam or other unwanted communications. send. Acting in violation of these conditions may result in immediate denial of access and use of the services of service provider.
5. Service provider is free at any time to remove communications or other parts of the shared information without further notice, if the content of these communications and information justifies removal.

### **Article 15 Dispute Resolution**

1. These general terms and conditions are governed by Dutch law.
2. The parties will only appeal to the court after they have made every effort to solve to settle a dispute by mutual agreement.
3. Disputes shall only be settled in the district in which the service provider is established.
4. In deviation from the legal periods of limitation, the period of limitation for all claims and defences against service provider and third parties involved shall be 12 months.