

## GENERAL TERMS AND CONDITIONS

### ARTICLE 1: DEFINITIONS

- 1.1. Mama Dutch: the one-man business Mama Dutch, having its registered office in Diemen and registered with the Chamber of Commerce under number 68022603.
- 1.2. Customer: the natural or legal person that has entered into an agreement with Mama Dutch
- 1.3. General terms and conditions: the entirety of all provisions included in this document.
- 1.4. Services: all services Mama Dutch will perform for the customer. These include, but are not limited to: offering guidance as a language coach in learning to speak Dutch better through a coaching programme, online courses, training and master classes, group programmes, live days, private lessons, a challenge and an online community.
- 1.5. Agreement: the agreement between Mama Dutch and the customer on the basis of which Mama Dutch will perform the services.
- 1.6. B2B: business-to-business, a corporate customer.
- 1.7. Information: all data the customer provides to Mama Dutch.
- 1.8. In writing: by letter, e-mail or digital messages such as WhatsApp.
- 1.9. Confidential information: all financial, business and personal data provided, entered, stored and processed by the customer and/or Mama Dutch.
- 1.10. Website: [www.mamadutch.nl](http://www.mamadutch.nl).

### ARTICLE 2. SCOPE OF THESE GENERAL TERMS AND CONDITIONS

- 2.1. These general terms and conditions apply to all quotations made, offers issued, agreements entered into, services provided, and other acts performed and invoices issued by Mama Dutch, unless otherwise agreed in writing.
- 2.2. By e-mailing agreement, online accepting an offer and/or placing an order through the website and agreeing explicitly, the customer declares they have taken note of these general terms and conditions and to agree to their content.
- 2.3. If there are any discrepancies between provisions in these general terms and conditions and provisions in a signed agreement, the provisions in the agreement will prevail over the provisions in these general terms and conditions.
- 2.4. These general terms and conditions also apply to acts and/or work performed by third parties hired by Mama Dutch to perform the work under this agreement.
- 2.5. The applicability of the corporate customer's general terms and conditions and/or purchase conditions is explicitly rejected. Therefore, no conditions apply to the agreement entered into.
- 2.6. Mama Dutch will be entitled to amend the general terms and conditions at any time, including for existing agreements.
- 2.7. If Mama Dutch amends the general terms and conditions, Mama Dutch will notify the customer both by email and also through any online account of the customer.

2.8. In the event of an amendment to the general terms and conditions, the customer may terminate the agreement from the moment the new general terms and conditions become valid or up to a maximum of seven (7) days after the new general terms and conditions take effect.

2.9. Mama Dutch and the customer will agree on a new provision to replace the void provision. Here, the object and purport of the void provision must be kept in mind.

### **ARTICLE 3. OFFER**

3.1. If an offer from Mama Dutch has a limited period of validity, this will be clearly stated in the offer. If no deadline is specified, the offer will be valid until 14 days from the date on which the offer was made. If the customer does not accept the offer within those 14 days, the offer expires. In addition, the offer is subject to availability.

3.2. As long as the customer has not accepted the offer within the said period, Mama Dutch may revoke or change the offer and the corresponding rates.

3.3. In the offer, Mama Dutch states which service or programme is offered and at which rate. Any additional costs are also mentioned.

3.4. If it turns out that the customer has provided incorrect and/or incomplete details when requesting the offer, Mama Dutch may adjust the rates and additional conditions.

3.5. The offer and/or the special promotions do not automatically apply to follow-up orders.

3.6. The offer contains a complete description of the services offered, the description is sufficiently detailed to allow the customer to properly assess the offer.

3.7. Mama Dutch may charge the customer a down payment of 50% of the agreed rate. The work and/or the programme will not start until payment is made.

3.8. Mama Dutch may change the rates before the term. If the rates of the agreed services are increased after the agreement was concluded, the customer may cancel the agreement as of the date on which the price increase takes effect. Price increases by statutory arrangements or provisions are hereby excluded.

3.9. Anything provided to the customer outside the offer is considered additional work and may be charged as such.

3.10. Mama Dutch will not be held to the offer when the customer could have reasonably understood that the offer, or any part thereof, contains an obvious mistake, a manifest clerical error or typing error.

### **ARTICLE 4. AGREEMENT, ADDITIONAL WORK, RIGHT OF WITHDRAWAL, TERMINATION AND CANCELLATION**

4.1. The agreement becomes effective from the moment the customer sends Mama Dutch their agreement via e-mail, accepts an offer online or places an order through the website. Amendments to concluded agreements can only be made in writing and are not valid until accepted by Mama Dutch and the customer.

4.2. Having concluded the agreement, Mama Dutch will start the work and/or the provision of the services within the agreed timeframe. If the customer has accepted the offer electronically, Mama Dutch will confirm the acceptance of the offer. As long as Mama Dutch has not confirmed the acceptance, the customer may terminate the agreement free of charge.

4.3. Mama Dutch may have certain work carried out by third parties or be supported by third parties without having to notify the customer in advance.

4.4. If Mama Dutch has to carry out more work than agreed in the offer due to unforeseen circumstances, which were not known at the time the offer was made, Mama Dutch may charge additional work to the customer for the resulting additional costs.

4.5. The customer who is a private person may terminate an agreement relating to a purchase of a service within 14 days without giving reasons as long as the work has not yet started. Mama Dutch may inquire after the reason for withdrawal, but may not oblige the customer to provide the reasons for termination. There will be no right of withdrawal if the customer is a corporate customer.

4.6. The cooling-off period referred to in Article 4.5 will commence on the day after the agreement is concluded. If the customer makes use of the right of withdrawal, they will notify Mama Dutch in writing within the deadline.

4.7. If the customer wishes to terminate an agreement early, this will only be possible in writing and the customer will be obliged to pay compensation for the work already carried out. This may be increased by 20% of the outstanding sum.

4.8. If the customer wishes to cancel an agreement before the start of the course or programme (in case of a private customer after the deadline in article 4.5), they can only do so in writing and the customer will be obliged to pay a compensation of 30% of the agreed rate.

4.9. In addition to Articles 4.7 and 4.8, the customer is in any case obliged to compensate any loss suffered, lost profits and/or the costs already incurred for materials purchased and/or third parties hired.

4.10. A single private lesson can be rescheduled free of charge up to 24 hours before the start of the lesson. In case of rescheduling within 24 hours or failure to attend on time, the full lesson will still be charged, or if already paid, it will not be refunded.

4.11. If the customer wishes to cancel a single private lesson, they can only do so in writing and the customer is obliged to pay a fee for the reserved time:

- cancellation up to 30 days before the start of the lesson: 30% of the amount agreed in the offer;
- cancellation within 30 days before the start of the lesson: 50% of the amount agreed in the offer;
- cancellation within 14 days before the start of the lesson: 75% of the amount agreed in the offer;

- cancellation within 24 hours before the start of the lesson or if the customer is not present at the agreed time for the lesson, 100% of the agreed amount will be charged.

4.12. The offer accepted by the customer, any agreement concluded and these general terms and conditions together constitute the complete representation of the rights and obligations of both parties and replace all previous written and oral agreements.

#### **ARTICLE 5. EXECUTION OF THE AGREEMENT**

5.1. Each agreement between Mama Dutch and the customer is a best-efforts obligation whereby Mama Dutch will perform the obligations to the best of its ability and understanding, with due care and skill. However, Mama Dutch cannot be held responsible if the result does not meet the customer's expectations.

5.2. Mama Dutch will ensure that (confidential) information provided by the customer to Mama Dutch is secured in such a way that such information is not available to unauthorised persons.

5.3. The customer is obliged to make available to Mama Dutch all information necessary for the performance of the work, such as personal and company data and information on or in respect of the work to be performed, and such relevant information as requested by Mama Dutch, in a timely manner. The customer is responsible for the accuracy, completeness and reliability of this data, even if it comes from third parties.

5.4. For the order, Mama Dutch works with the customer online, on its own or at a remote location. If the customer expresses the wish to meet at a remote location, an appointment can be scheduled in consultation with Mama Dutch. Any costs for reservation/use of this external location will be borne by the customer.

5.5. If, through the actions of Mama Dutch, the performance of the order is delayed due to illness or due to other unforeseen (personal) circumstances, Mama Dutch will notify the customer in writing as soon as possible, but always within 24 hours.

5.6. In the case of a programme with a predetermined duration, the customer is responsible for scheduling appointments and/or coaching sessions on time. Late-scheduled appointments and/or sessions will expire at the end of the term of the agreement. Also, the customer can no longer claim parts of the order that are not or not yet enjoyed in any form whatsoever.

#### **ARTICLE 6. THE CUSTOMER'S RIGHTS AND OBLIGATIONS**

6.1. The customer must comply with the provisions as set out in these general terms and conditions.

6.2. The customer is obliged to notify Mama Dutch of any changes in the data mentioned in Article 5.3.

6.3. The customer is obliged to report complaints about the services and/or products provided by Mama Dutch to Mama Dutch as soon as possible, but no later than 7 days after a session or within 30 days of completion of the

order. Mama Dutch aims to respond to the complaint within 5 working days.

6.4. The customer is obliged to allow Mama Dutch a reasonable period of time to remedy the complaint and/or the detected defect. Filing a complaint does not suspend the payment obligation.

6.5. The customer will indemnify Mama Dutch against all legal claims arising from the services and/or products provided for the duration of one year after provision of such services and/or products.

6.6. If Mama Dutch shares login details with the customer, the customer is responsible for these details. Mama Dutch is not liable for misuse and/or loss of the login details and may assume that the customer is the one logging in using the login details shared with the customer.

#### **ARTICLE 7. SPECIAL PROVISIONS COACHING, ONLINE COURSES, ONLINE LEARNING ENVIRONMENT, GROUP ACTIVITIES**

7.1. The customer cannot derive any right or obligation whatsoever from the programme, the online course and/or the training course(s) and all actions taken by the customer are at their own expense and risk.

Mama Dutch does not accept any liability for the way in which the customer implements the method taught to him/her by Mama Dutch in practice.

7.2. Mama Dutch is not liable for any consequences of following sessions and/or participating in a course or programme. Following the sessions and the programme are fully at the customer's own risk.

7.3. The customer acknowledges that any results will not be immediately visible and measurable and that any results depend on the customer's own efforts and the way the customer carries out the instructions. Mama Dutch does not guarantee the customer any particular result.

7.4. The customer will keep access to the online learning environment after the end of the online course for as long as Mama Dutch offers the online course and insofar as Mama Dutch has stated in its offer the minimum period during which the customer has access to the online course, training or master class. If Mama Dutch decides nevertheless to remove or to relocate material (earlier), Mama Dutch will notify the customer three months prior to the removal or relocation via the customer's e-mail address most recent known. The customer is responsible for timely tracking of content and, if necessary, downloading the files.

7.5. Mama Dutch may expand, limit or modify the content within a training/online course and the online learning environment in connection with quality improvements as soon as Mama Dutch deems it necessary.

7.6. If Mama Dutch finds that the customer shares its login details with third parties, or that third parties have gained access to Mama Dutch's online community and/or protected content through the customer's actions, Mama Dutch may deny the customer and the third party

access to these details and the community, without prior warning.

7.7. Mama Dutch uses third-party software (supplier) to make the content digitally available to customers in the online learning environment. Mama Dutch cannot guarantee that such software will be accessible anytime and anywhere and accepts no liability if the content is temporarily unavailable.

7.8. The customer is not entitled to take screenshots of the online training courses, online learning environment and/or master classes and share them through social media unless they do so with the explicit permission of Mama Dutch.

7.9. If the customer pays in instalments and has not made the instalment payment(s) on time, Mama Dutch may block (suspend) the right to participate in the course/programme and access to the online learning environment until payment has been made. If access to an online learning environment has been denied, the customer will regain access once the payment(s) have been made.

7.10. Mama Dutch manages an online community. in the form of a WhatsApp group. If the customer wants, the customer can join this online community by requesting access to this group. Only customers with an active coaching programme are entitled to participate in this group. The online community is offered as an additional service, the customer cannot derive any rights from it.

7.11. The customer can post in Mama Dutch's online community. The customer is responsible at all times for the content of the messages posted. Posts may not contain advertising, unsolicited acquisition, spam, discriminatory, pornographic, offensive or threatening content or otherwise violate the law and harm other participants. Mama Dutch may remove this information at any time without giving reasons.

7.12. If the customer disrupts the atmosphere within the course, the programme or WhatsApp community by their behaviour, or posts messages in the community that are in conflict with Article 7.11, Mama Dutch may deny the customer access and refuse future participation. This does not in any way affect monies paid by the customer or payment obligations of the customer.

7.13. Refund of the ticket(s) purchased by the customer for one of Mama Dutch's live days and/or live events or online master classes is not possible. The customer is therefore always entitled to transfer the proof of participation to another person at any time as long as the person fulfils the same conditions of participation (tickets for live days excluded). The customer must provide Mama Dutch with the details of the new participant no later than 3 days before the start. If possible, the ticket can be used for another date in consultation with Mama Dutch if it is available.

7.14. If Mama Dutch is forced to reschedule the live day, live event or online master class, or have it take place at a different location due to insufficient registrations, Mama Dutch or hired third parties being prevented from attending and/or force majeure (as mentioned in Article

11), the customer retains the right to attend the service at the date to be determined. If the customer cannot or will not attend at the date to be determined, the customer may opt for a refund of the amount paid; live days belonging to a programme will not be refunded. The customer will receive a refund of the amount paid within 14 days into the account number used to purchase the ticket.

7.15. Knowledge gained by the customer may not be copied and may only be used for personal purposes.

7.16. In addition to Article 7.15, the customer is not allowed, irrespective of (full) participation or not, to offer or arrange a similar course and/or programme, with or without reference to or in accordance with the method of Mama Dutch within 12 months of completion of the course and/or programme. If Mama Dutch perceives that the customer has copied all or part of the content, the burden of proof that this is not the case lies with the customer and Article 9 will apply.

7.17. The customer's participation in an online group activity cannot be rescheduled or made up for in case of absence. Mama Dutch schedules group activities and notifies the customer in a timely manner. If possible, Mama Dutch may share the content and/or recording of a group session with the customer. Failure (or inability) to participate will not result in a refund of any money paid or suspension of any payment obligation.

7.18 If Mama Dutch is forced to reschedule an online group activity, which is part of a course, due to force majeure (mentioned in Article 12), the customer retains the right to attend the activity on a date to be determined.

## **ARTICLE 8. PAYMENT**

8.1. Once the customer has accepted Mama Dutch's offer, a payment obligation arises for the customer, even if course or programme is not followed in full.

8.2. Invoices must be paid within 7 calendar days from the invoice date, unless other arrangements have been made or the invoice specifies a different payment term.

8.3. Orders through the website are paid directly online, the digital products are made available to the customer immediately after full payment.

8.4. Mama Dutch offers customers the option to pay in pre-agreed instalments. If the instalments are overdue, Mama Dutch is authorised to postpone the work until the arrears are cleared.

8.5. If payment has been overdue three times, Mama Dutch may decide to unilaterally terminate the order and/or cancel the option to pay in instalments and the remaining amount will be immediately due and payable in full to Mama Dutch.

8.6. If the customer does not fulfil the payment obligation in time, the customer will be in default by operation of law without further notice of default being required.

8.7. In case of an overdue payment, in addition to the amount due plus the statutory (commercial) interest rate, the customer will be obliged to pay full

compensation for both extrajudicial and judicial collection costs amounting to at least 15% of the invoice amount, with a minimum of €40.

8.8. In the event of winding-up, bankruptcy, attachment, suspension of payments or death on the part of the customer, Mama Dutch's claims will be immediately due and payable.

8.9. In addition to Article 8.8, Mama Dutch will have the right to terminate or suspend the performance of the work or the part thereof not yet performed without notice of default or judicial intervention, without the customer being entitled to compensation of damages incurred as a result.

8.10. The customer can notify Mama Dutch in writing of any objections to any invoices sent by Mama Dutch no later than five days after the invoice date. Upon receipt of the objection, Mama Dutch will investigate the accuracy of the invoice amount. Objections to the invoices sent do not suspend the customer's payment obligation.

#### **ARTICLE 9. INTELLECTUAL PROPERTY**

9.1. All intellectual property rights in all services, products, documentation, work books and/or materials provided are vested in Mama Dutch, unless otherwise agreed. Under no circumstances will the customer be allowed to multiply, resell, disclose and/or make available to third parties the services, products, documentation and/or materials provided, unless otherwise agreed in writing.

9.2. The intellectual property rights in products of the human mind developed by Mama Dutch are and will remain the exclusive property of Mama Dutch, unless these rights are redeemed or agreement is reached otherwise.

9.3. Mama Dutch is not responsible for information and/or content shared or made available to Mama Dutch through the customer. If the information and/or content provided by the customer in any way infringes third-party rights and/or violates applicable laws and regulations, the customer will indemnify Mama Dutch against any claims for compensation that third parties may make as a result of the customer's actions.

9.4. Any act contrary to this Article will be considered as copyright infringement, whereby Mama Dutch will be entitled to compensation to at least twice the license fee Mama Dutch charges for such use without losing its right to any compensation of damages.

#### **ARTICLE 10. TERM OF THE AGREEMENT AND TERMINATION**

10.1. The agreement is entered into for a fixed term, except if the offer indicates otherwise or the parties have expressly agreed otherwise in writing.

10.2. The customer cannot terminate the agreement before the end of the term, except if this is explicitly allowed.

10.3. The two parties may only terminate the agreement if the other party fails to fulfil its obligations after a

proper written notice of default. In any case, a reasonable time must have been given to remedy the failure.

10.4. By way of exception to Article 10.3, Mama Dutch may terminate the agreement in whole or in part with immediate effect without notice of default and without court intervention by giving written notice if a compelling reason arises, which in any event includes that:

- suspension of payment has been granted to the customer;
- the customer's bankruptcy has been declared;
- there is a suspicion that the customer cannot (continue to) meet the payment obligation and there are recurring payment problems;
- the customer acts contrary to public order, morality and/or laws and regulations;
- the customer infringes the rights of third parties;
- the customer acts in breach of an obligation arising from the agreement;
- the customer fails to respond to correspondence by e-mail, telephone and/or in writing, whether or not by registered mail and ignores to reasonable directives and/or instructions from Mama Dutch;
- Mama Dutch has indications and/or (new) facts and circumstances that Mama Dutch cannot or no longer commit itself to the best of its ability, e.g. because of a breach of trust with the customer, to perform the work.

10.5. If the agreement is terminated due to a situation in Article 10.4, Mama Dutch will refund the remaining amount for the work to the customer, but it will never be obliged to pay any compensation to the customer.

10.6. If Mama Dutch has already received payments relating to the work at the time of termination as referred to in this Article, such payments will not be retroactively refunded. In addition, amounts invoiced by Mama Dutch to the customer before termination still remain due and become immediately payable at the time of termination.

#### **ARTICLE 11. LIABILITY**

11.1. The customer is and always remains responsible for carrying out or applying any knowledge, actions and/or advice provided by Mama Dutch while performing the work. In addition, the customer acknowledges that any results will not be immediately visible and measurable and that any results depend on the customer's own efforts.

11.2. In the event that Mama Dutch is in any way held liable to pay damages, any liability will be limited to compensation for direct loss or damage not exceeding twice the agreed rate for the services in question. In the event of a continuing performance agreement, liability will be limited to a maximum of twice the amount of invoices paid by the customer in the period the damage occurred.

11.3. The customer is not entitled to compensation until the customer has notified Mama Dutch of the attributable failure to perform and/or wrongful conduct towards the customer by means of a notice of default. In the notice of default, the customer must give Mama Dutch a reasonable period of time to remedy the failure to perform and/or to perform at a later date. Only if Mama Dutch has failed to remedy and/or perform may the customer be entitled to compensation. If performance and/or recovery is permanently impossible, the requirement of a notice of default does not apply.

11.4. In addition to Article 11.2, Mama Dutch is only liable for direct damage such as the reasonable costs incurred to determine the cause and extent of the damage, any reasonable costs incurred by the customer to have the damage repaired and reasonable costs incurred to prevent or limit the damage insofar as the customer can demonstrate that these costs have resulted in limiting direct damage as referred to in this Article.

11.5. Mama Dutch is not liable for any loss or damage arising from this agreement, except for situations where the loss or damage is due to wilful misconduct or gross negligence on the part of Mama Dutch.

11.6. In any event, Mama Dutch will never be liable for indirect or consequential damage such as loss due to missed savings, lost profits, costs for legal assistance, loss of customers, loss due to repair costs or business interruption and for damage caused by loss of the data in Article 5.3 when performing the work or when Mama Dutch has relied on incorrect or incomplete information provided by or on behalf of the customer.

11.7. The customer indemnifies Mama Dutch against all third-party claims, including costs, which are in any way related to work performed by Mama Dutch under the agreement.

11.8. If the customer brings his/her child(ren) to a live day, the children may be accompanied by a third party hired by Mama Dutch. However, the customer remains responsible for his/her child(ren) at all times.

#### **ARTICLE 12. INTERRUPTION OF WORK AND FORCE MAJEURE**

12.1. Mama Dutch will not be bound by the obligation to perform the work if performance has become impossible due to force majeure. Force majeure is understood to mean a situation over which the parties cannot reasonably exercise any control such as illness, a pandemic, accidents, fire, disruption of operations and government measures.

12.2. If a situation as mentioned in Article 12.1 arises, or other circumstances occur that result in the work not being carried out temporarily, the obligations will be suspended for as long as the parties cannot fulfil their obligations. In such a situation, the parties will seek a solution together. If the force majeure has lasted more than 90 days, both parties are authorised to terminate the agreement in writing. Any costs and hours worked

until that moment will become immediately due and payable.

12.3. In carrying out the work, Mama Dutch depends in some cases on the cooperation, services and supplies of third parties over which Mama Dutch has no control. Therefore, Mama Dutch cannot be held liable for damages in case of a situation where the damage is attributable to a third party with whom Mama Dutch has entered into an agreement.

12.4. In the case of a business agreement, the parties are obliged to reschedule the work and the payment obligation remains intact.

#### **ARTICLE 13. OTHER PROVISIONS AND APPLICABLE LAW**

13.1. If the customer includes provisions and/or conditions in the order that deviate from or do not appear in these terms and conditions, such provisions and/or conditions will only be binding if Mama Dutch has expressly accepted such provisions and/or conditions in writing.

13.2. Mama Dutch endeavours to take appropriate technical and organisational measures to secure the (personal) data against loss and/or against any form of unlawful use by third parties. See also the privacy statement for this purpose.

13.3. The parties are obliged to observe secrecy with respect to all confidential information obtained in relation to the agreement and the work. Information is confidential if so indicated by the other party or if it is apparent from the standards of reasonableness and fairness.

13.4. If Mama Dutch deviates from the general terms and conditions in favour of the customer, the customer cannot derive any rights therefrom.

13.5. Rights and obligations arising from the agreement can only be transferred from the customer to another party if Mama Dutch has given its written consent.

13.6. All agreements and these general terms and conditions are governed by Dutch law.

13.7. Parties will first try to resolve any disputes together before resorting to the courts.

13.8. All disputes will be settled by the competent court in the district in which Mama Dutch is situated, except if a legal obligation stipulates otherwise.

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