

# Privacy Policy

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## 1. Our mission

1.1. At Raakvlak & Verbindend, we want to inspire and support you, especially if you're a woman who wants to start a business or is simply looking for personal growth. We offer online courses, coaching and digital products focused on promoting your development and wellbeing.

## 2. What information do we collect?

2.1 **Personal data.** When you use our services, we may collect personal data from you, such as:

- Your name
- Your contact details (e.g. email address)
- Payment information
- Information you provide in communication with us
- Information you provide when registering for courses or other services
- Your interactions with our website and apps
- Information about your location (only if you give permission for this)

2.2 **Data we collect automatically.** We also collect certain information automatically, such as:

- Usage data, such as the date and time you used our services
- Device data, such as your IP address, browser type and operating system
- Data about your activities on our website and apps

## 3. How do we use your information?

We use the collected data for various purposes, including:

- Providing and improving our services
- Managing your account and payments
- Sending relevant information and updates
- Customer service and support

- Protecting our rights and property
- Legal obligations and regulatory compliance

#### **4. Who do we share your information with?**

We only share your personal data in the following cases:

- With third parties who help us provide our services (e.g. payment providers)
- With relevant authorities if we are legally required to do so
- With our business partners when you agree to additional services
- With your express consent
- We do not share your data with third parties for their marketing purposes without your consent.

#### **5. How do we secure your information?**

We take the security of your personal data seriously. We implement technical and organisational measures to protect your information against unauthorised access, use, disclosure, modification and destruction.

#### **6. Your rights and choices**

You have certain rights regarding your personal data. For example, you can:

- Request access to the data we have about you
- Have incorrect data corrected
- Request deletion of your data
- Object to the use of your data
- Withdraw consent if you have previously given consent for this

#### **7. Cookies and similar technologies**

Our website may use cookies and similar technologies to improve your experience. You can adjust your browser settings to refuse cookies or to notify you when cookies are being used.

#### **8. Changes to this privacy statement**

We may update this privacy statement to account for changes in our services and customer feedback. We recommend that you check this statement regularly for updates.

#### **9. How to contact us**

If you have any questions or comments about this privacy statement or about your personal data, please contact us at [klachten@raakvlakerverbinding.nl](mailto:klachten@raakvlakerverbinding.nl). We will do our best to address your concerns.

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Roeleke Klein Ikkink trading under the name Raakvlak & Verbinding and With Love Academy (hereinafter: Raakvlak&Verbinding) is registered with the Chamber of Commerce under number 71330496, VAT number: NL001591584B98 and located at Willem Buytewechstraat 45, 3024 BK Rotterdam.

#### Article 1: Definitions

1.1 These Terms and Conditions apply to all agreements between Raakvlak&Verbinding (hereinafter referred to as 'Service Provider') and the Client or Participant of coaching programmes, treatments, workshops, bespoke programmes and/or training courses (hereinafter referred to as 'Services').

1.2 Client means any natural or legal person with whom Raakvlak&Verbinding enters into an agreement to provide Services, regardless of whether the Client themselves or a third party participates in the Services.

1.3 Participant means the natural person who actually uses the Services. The Participant may also be the Client.

#### Article 2: Formation of agreement

2.1 The agreement is formed when the Client digitally signs a quote or hands over a signed Service Contract to the Service Provider.

2.2 The Client has taken note of the Terms and Conditions upon formation of the agreement.

2.3 Deviations from these terms are only binding if they are confirmed in writing by the Service Provider.

#### Article 3: Services

3.1 The Service Contract or quote is made to measure and offered via email or on paper. By signing the Service Contract or quote, the Client agrees to the terms and conditions. These are sent via email or handed over personally on paper. They can also be found at: Raakvlakverbinding.nl.

3.2 The fee for the Services is stated in the quote, the Service Contract or on the website.

3.3 The certificate belonging to workshops or training courses is only issued when 100% of the participation fee has been received.

#### Article 4: Cancellation

4.1 For consumers, a statutory cooling-off period of 14 days applies after digitally signing the quote or registration, during which they have the right to cancel the agreement without giving a reason.

4.2 If the Client is a consumer, a cancellation within the statutory cooling-off period must be confirmed in writing to Raakvlak&Verbinding. After this cooling-off period, the Client is obliged to pay the full amount for the Services, unless otherwise agreed.

4.3 No statutory cooling-off period applies to businesses. As soon as the business agrees to the quote or during a telephone sales conversation, this is binding and the business is bound to the agreed amount. Businesses are immediately obliged to pay the full amount for the Services upon cancellation, unless otherwise agreed.

4.4 In case of cancellation outside the statutory cooling-off period or for businesses, no refund will be given for any amount already paid.

#### Article 5: Payment

5.1 Payments for individual (coaching) sessions must be paid immediately, otherwise the offer expires.

5.2 For training courses or workshops, a payment term of 14 days after receipt of the invoice applies.

5.3 For instalment payments of more than 2 instalments, at least 30% of the participation fee must be received before the start of the Services.

5.4 For workshops, 100% of the participation fee must be received before the start of the Workshop.

5.5 The invoice for individual coaching or treatments must be paid within 7 days after completion of the service.

5.6 If the payment obligation cannot be met, the client must notify this by email within 7 days.

5.7 All possible additional costs as a result of not paying invoices on time will be charged to the client.

#### Article 6: Liability

6.1 The Client is obliged to provide Raakvlak&Verbinding with relevant information regarding the physical and/or psychological condition of the Participant prior to the Services and to disclose information about the use of medication, therapies and/or admissions as a result of psychological complaints.

6.2 Raakvlak&Verbinding endeavours to carry out the given Services to the best of its knowledge and ability.

6.3 Raakvlak&Verbinding is only liable to the Client and/or Participant for damage that is the direct result of intent or conscious recklessness, but maximum for an amount equal to the amount of the Services per damage-causing incident, whereby a subsequent series of incidents is considered as one incident.

6.4 Raakvlak&Verbinding is not liable for indirect damage such as consequential damage, lost profits and damage due to business stagnation.

6.5 Raakvlak&Verbinding is not liable if the Client, Participant and/or a third party can hold an insurance company liable.

6.6 No rights can be derived from the content of an informative brochure or website text.

6.7 Dutch law applies to the agreements and the relationship between Service Provider and Client and the Participant. Disputes arising from the legal relationship are exclusively submitted to the Dutch court for assessment.

#### Article 7: Intellectual property

7.1 The copyright on the brochures, training materials, syllabi, sheets, flipcharts, audio files and other written or audio materials (hereinafter referred to as 'materials') issued by Raakvlak&Verbinding rests with Raakvlak&Verbinding, unless another copyright holder is indicated on the work itself.

7.2 Without express written permission from Raakvlak&Verbinding, neither the Client nor the Participant may publish data in any form from the materials or reproduce them in any way. A fine of €5,000 per established incident applies to violation of this.

7.3 The copyright on quotes, reports, proposals and other documents arising from the work of Raakvlak&Verbinding also rests exclusively with Raakvlak&Verbinding.

#### Article 8: Change of meeting

8.1 If the location or time of a meeting is changed, Raakvlak&Verbinding ensures that each Client and/or Participant is informed of this in good time. Changed meetings do not give the right to a refund of the purchase amount or part thereof.

#### Article 9: Absence and make-up sessions

9.1 When the Client is absent for a day (part), a make-up request can be submitted by email.

9.2 A make-up request can only be submitted based on a legitimate reason and when the absence is beyond the Client's control.

9.3 Each make-up request is individually assessed by Raakvlak&Verbinding, after which the Client is informed of the outcome.

9.4 Raakvlak&Verbinding offers no guarantee on honouring make-up requests.

9.5 The Client cannot claim a refund due to absence and/or rejection of a make-up request for one or more day parts/weekends.

#### Article 10: Confidentiality

10.1 Client and Participant are obliged to maintain confidentiality of all confidential information they have obtained from Raakvlak&Verbinding during the Services. This also applies after termination of the agreement. Confidential information also includes all information that has been designated as confidential or which the recipient can reasonably assume to be confidential in nature.

10.2 Raakvlak&Verbinding, trainers and coaches of the Services also have a duty of confidentiality with regard to all information they obtain about Client and Participant. This obligation also remains in force after termination of the agreement.

10.3 Client and Participant are not permitted to disclose confidential information or share it with third parties without prior written consent from Raakvlak&Verbinding.

10.4 Client and Participant take appropriate measures to ensure that their employees and any third parties involved in the execution of the Services comply with the confidentiality obligations as set out in this article.

#### Article 11: Privacy, photo and video recordings

11.1 Raakvlak&Verbinding processes the personal data of the Client in accordance with the Personal Data Protection Act.

11.2 The personal data may be used by Raakvlak&Verbinding for relationship management to inform the Client about offers and other services from Raakvlak&Verbinding. If the Client does not wish this, it can be indicated via email.

11.3 During the Services, photo, video and/or audio recordings may be made to improve the Services and/or for promotional purposes. Clients and/or Participants may be recognisable in these images. Raakvlak&Verbinding has the right to use these images for marketing purposes. If the Client does not wish this, it can be indicated via email.

#### Article 12: Termination

12.1 Both parties can terminate the agreement if the other party does not comply with the agreements and after a written warning does not comply with these agreements within a reasonable period. No court intervention is required for this.

12.2 The agreement can also be terminated if both parties agree to this after proper consultation and with reasons given. If no specific notice period has been agreed, a period of at least 1 month applies for termination.

12.3 Raakvlak&Verbinding reserves the right to terminate the agreement if the client does not pay on time, if the collaboration is no longer fruitful or if the client does not meet the requirements for participation and commitment.

12.4 Upon termination of the agreement, payment for services rendered up to that point remains due. No refund takes place for services already rendered, but parties can jointly look at a reasonable settlement of the payment pro rata.

12.5 In case of termination, obligations that by their nature are intended to continue after termination, such as confidentiality, property rights and liability, remain in force.

#### Article 13: Collection procedure

13.1 If an invoice is not paid within the specified payment period, Raakvlak&Verbinding will send reminders to the client to proceed with payment. Administrative costs may be charged for this.

13.2 If payment is still not made after reminders, Raakvlak&Verbinding reserves the right to take further steps, including engaging a collection agency. All costs associated with this, including statutory interest, are at the client's expense.

13.3 In case of late payment, Raakvlak&Verbinding reserves the right to deny the client access to services, courses or workshops until the payment arrears have been fully settled.

#### Article 14: Duty of best efforts

14.1 Raakvlak&Verbinding will endeavour to carry out the agreed services to the best of its ability. However, Raakvlak&Verbinding cannot guarantee specific results, as achieving certain goals depends on various factors, including the client's commitment.

#### Article 15: Choice of forum

15.1 In case of a dispute between Raakvlak&Verbinding and the client that cannot be resolved through mutual consultation, the Rotterdam court has exclusive jurisdiction to hear the dispute.

#### Article 16: Complaints procedure

16.1 For complaints about the services of Raakvlak&Verbinding, the client can contact us via the email address [klachten@raakvlakverbinden.nl](mailto:klachten@raakvlakverbinden.nl)

16.2 Raakvlak&Verbinding strives to handle complaints within ten working days and will act carefully and adequately in doing so.

16.3 If a complaint is not resolved to satisfaction, the client has the right to file a complaint with the relevant disputes committee or the court.