

GENERAL TERMS AND CONDITIONS OF ASMR Head Spa Academy

Article 1 - Definitions

- 1.1. ASMR Head Spa Academy in these general terms and conditions is the contractor, located in Rheden and registered under Chamber of Commerce number 83370447. In these general terms and conditions, it is referred to as 'ASMR Head Spa Academy'.
- 1.2. When the general terms and conditions mention 'client', the counterparty is meant.
- 1.3. 'Agreement' refers to the service agreement based on which the client purchases a (online) course and/or training on location at ASMR Head Spa Academy for a fee.

Article 2 - Applicability of general terms and conditions

- 2.1. These general terms and conditions apply to all offers, agreements, resulting activities, and invoices of ASMR Head Spa Academy.
- 2.2. These general terms and conditions also apply to third parties that ASMR Head Spa Academy engages to execute the agreement.
- 2.3. ASMR Head Spa Academy reserves the right to modify the general terms and conditions. In such case, ASMR Head Spa Academy will send the new general terms and conditions to the client, whereby the most recently sent version always applies. If the new version contains significant changes with adverse consequences for the client, the client has the right to terminate the agreement.
- 2.4. Any general terms and conditions of the client are expressly rejected.
- 2.5. In the event that one or more of these provisions are (partially) void or annulled, the remaining provisions will remain fully applicable.

Article 3 - Offer

- 3.1. The client has the opportunity to purchase group trainings, individual training and question sessions, and online courses offered by ASMR Head Spa Academy through the ASMR Head Spa Academy website.
- 3.2. In some cases, ASMR Head Spa Academy operates with a waiting list, which means the client cannot purchase a training session immediately. The client has the option to provide her email address to ASMR Head Spa Academy. If the training becomes available, the client will receive an email notifying her that she can purchase the training.
- 3.3. If the client places an order via the website, the client agrees to these general terms and conditions. The client must check the box that she has read the general terms and conditions before placing the order.

3.4. ASMR Head Spa Academy cannot be held to (a specific part of) an offer if the client could reasonably understand that it contains an apparent mistake or typo.

3.5. An issued offer does not apply to any subsequent orders.

3.6. When the agreement is established via the website, ASMR Head Spa Academy implements appropriate security measures for electronic payment. ASMR Head Spa Academy also ensures a secure website and electronic data transfer.

Article 4 - Rates and payment

4.1. An agreement is entered into for a definite period, unless otherwise agreed.

4.2. The prices listed in the agreement include any material costs. The rates are displayed based on a price per online course, individual training or question session, or package consisting of a training on location at ASMR Head Spa Academy and access to an online course. ASMR Head Spa Academy communicates both the price including and excluding VAT.

4.3. The prices that ASMR Head Spa Academy communicates when entering into the agreement are based on the price level at that time. If circumstances give reason, ASMR Head Spa Academy has the right to change these prices. If the prices are increased within three months and the client is a private individual, the client has the right to terminate the agreement.

4.4. Payment for an online course, individual training or question session, or package must be made immediately upon entering into the agreement.

4.5. After the completion of the work, a final calculation will be made if more hours have been spent on the execution of the agreement. Additional work will be charged based on the hourly rate in effect at that time.

4.6. The client also has the option to choose payment in two installments for an online course or package. If the client chooses this option, the client must pay the first installment via iDeal or Bancontact. The second installment is then automatically debited, unless otherwise agreed.

4.7. If a business client chooses to pay in installments, additional costs may be charged. These additional costs are included in the price that the client must pay per installment. The prices of the installments are displayed in the offer. ASMR Head Spa Academy does not charge an additional fee to private individuals. If a payment via automatic debit fails, ASMR Head Spa Academy has the right to suspend its activities.

4.8. If payment in installments involves automatic debit, the client immediately gives permission for automatic debit via an e-mandate during the payment of the first installment.

4.9. When the parties have agreed that the price changes, ASMR Head Spa Academy will adjust the amount of the automatic debit. In this case, ASMR Head Spa Academy will send a pre-announcement of the debit to the client at least 14 calendar days before the debit date, stating the new amount.

4.10. If the client believes that an amount has been debited unjustly, she has the right to reverse the debit within 8 weeks after the debit date. When the parties have agreed that the client also sends the debit authorization to her bank, it is a business debit. In that case, the client does not have the right to reverse the debit.

4.11. Invoices must be paid within 14 calendar days after the invoice date, unless otherwise agreed, a different payment term is stated on the invoice, or the work needs to start earlier.

4.12. The client is in default by operation of law if she does not meet her payment obligations within the set payment term. This also applies if an automatic debit cannot take place or is reversed unjustly. From the moment the client is in default until the invoice is fully paid, statutory interest is due.

4.13. If the client is in default or breach, all reasonable costs that ASMR Head Spa Academy incurs to collect the claim are the responsibility of the client.

4.14. If the client is in a state of liquidation, bankruptcy, or suspension of payments, all claims from ASMR Head Spa Academy against the client become immediately due. Any licenses granted will immediately expire in this case.

Article 5 - Information provision

5.1. The client must provide all necessary data for executing the agreement to ASMR Head Spa Academy in a timely manner.

5.2. The client is responsible for the accuracy, completeness, and reliability of the provided information. This also applies to information provided by third parties.

5.3. ASMR Head Spa Academy will handle the data confidentially.

5.4. If the client provides incorrect data or does not provide them in a timely manner, making it impossible or incomplete to execute the agreement or causing delays, any resulting additional costs are borne by the client.

5.5. If the client provides requested information via digital storage media, files, or software, she ensures that these do not contain viruses, defects, or other harmful factors.

5.6. The client indemnifies ASMR Head Spa Academy against all damage arising from non-compliance with the obligations in this article.

Article 6 - Execution of the Agreement

6.1. ASMR Head Spa Academy executes the assignment to the best of its knowledge and

ability. In doing so, it takes into account, as far as possible, the wishes and information provided by the client. However, the client cannot hold ASMR Head Spa Academy responsible for not achieving the desired result.

6.2. The client is aware that mastering the lesson material is not immediately possible and that ASMR Head Spa Academy will make every effort to educate the client, but results also depend on other factors, such as the client's commitment.

6.3. The client will complete and fill out all assignments given by ASMR Head Spa Academy to the best of her ability.

6.4. ASMR Head Spa Academy will never compel the client to perform certain actions or make decisions. The client is fully responsible for following the advice given by ASMR Head Spa Academy.

6.5. In the case of group training, ASMR Head Spa Academy is entitled to change the content of (already scheduled) activities.

6.6. If the client has purchased a package, she has the opportunity to ask her questions during the training on location. If the client has only taken an online course, she has the opportunity to ask questions via the online community. However, there is a maximum number of questions that the client can ask via the online community. If the client wishes to ask more questions or has additional questions after the training on location, she must purchase a question session.

6.7. If the client purchases a package, the client is responsible for scheduling the group training session within the agreed term. This also applies if the client has taken a course of multiple (1-on-1) sessions. Sessions that are not scheduled within the agreed term will be forfeited. If the client wishes to schedule a session outside the term, ASMR Head Spa Academy is entitled to charge extra costs.

6.8. ASMR Head Spa Academy reserves the right to engage third parties to execute the agreement.

6.9. ASMR Head Spa Academy does not carry out assignments that are contrary to the law or do not correspond with its professionalism.

Artikel 7 - Modification and cancellation

7.1. If during the execution of the agreement it becomes necessary to modify or supplement the work to be performed, the parties will adjust the agreement in a timely manner and in consultation. A modification or supplement may result in additional work and will be charged in accordance with Article 4.5. If the modification or supplement results in extra costs, a change in quality, or affects the completion time, ASMR Head Spa Academy will inform the client first.

7.2. If new facts or circumstances arise that disrupt the trust relationship, ASMR Head Spa Academy is authorized to terminate the agreement. In this case, ASMR Head Spa Academy owes the client no compensation.

7.3. In the event that ASMR Head Spa Academy is unexpectedly unable to perform, it will inform the client as soon as possible. The client and ASMR Head Spa Academy will try together to reschedule the training session or the duration of the training course. If rescheduling is not possible, the client is entitled to terminate the agreement. If the client exercises this right, ASMR Head Spa Academy will refund the client for the portion of the agreement that has not yet been executed. However, when exercising the right to terminate, the client has no right to claim additional compensation.

7.4. When the client wishes to cancel the agreement, she must do so in writing. If the agreement is concluded at a distance, the client can terminate it free of charge within 14 calendar days after concluding the agreement. If the work takes place within the 14-day period, a specific date is agreed, or the client is a businessperson, this option to terminate is excluded.

7.5. 7.5. If the client is a private individual and wishes to cancel the training sessions before the course has started, ASMR Head Spa Academy is entitled to charge a cancellation fee based on the following components (a to e), unless otherwise agreed:

- a. Cancellation up to 5 weeks before the start of the assignment results in payment of 10% of the agreed price.
- b. Cancellation within 5 to 3 weeks before the start of the assignment results in payment of 20% of the agreed price.
- c. Cancellation within 3 to 2 weeks before the start of the assignment results in payment of 30% of the agreed price.
- d. Cancellation within 2 weeks to 48 hours before the start of the assignment results in payment of 40% of the agreed price.
- e. Cancellation within 48 hours or less before the start of the assignment results in payment of 50% of the agreed price.

7.6. If the client is a businessperson and wishes to cancel the training sessions before the course has started, ASMR Head Spa Academy is entitled to charge a cancellation fee based on the following components (a to e), unless otherwise agreed:

- a. Cancellation up to 5 weeks before the start of the assignment results in payment of 15% of the agreed price.
- b. Cancellation within 5 to 3 weeks before the start of the assignment results in payment of 30% of the agreed price.
- c. Cancellation within 3 to 2 weeks before the start of the assignment results in payment

of 45% of the agreed price.

d. Cancellation within 2 weeks to 48 hours before the start of the assignment results in payment of 60% of the agreed price.

e. Cancellation within 48 hours or less before the start of the assignment results in payment of 75% of the agreed price.

7.7.1. If the client is a private individual and wishes to cancel the course partway through, she owes ASMR Head Spa Academy for the sessions consumed up to that point and 50% of the value of the remaining sessions.

7.7.2. When a business client wishes to cancel the course partway through, the full payment obligation remains in effect.

7.8.1. An individual training or question session, whether within a course or not, can be rescheduled free of charge up to 48 hours before the session. Rescheduling within 48 hours or skipping the session results in the session being forfeited and charged accordingly. If the session is part of a course, it must take place within the course period. Sessions not used by the end of the course period will either be forfeited, which does not affect the total amount, or can be taken at an additional cost.

7.8.2. If the client is a private individual and wishes to reschedule a session within 48 hours, 50% of the price for an individual session will be charged, deviating from the previous paragraph.

7.9. If the client is late for a training or question session, the elapsed time will not be made up. If the client arrives more than 20 minutes late for a session, it will be forfeited unless otherwise agreed.

7.10. Some training sessions include a group element. If this is the case, ASMR Head Spa Academy is entitled to require a minimum number of participants. If this minimum number is not reached, the session does not take place. If a session is canceled for this reason, ASMR Head Spa Academy will refund any amount already paid. If the training is part of a package, the amount will be refunded to the client proportionally. However, the client can also choose to participate in a subsequent session without additional costs.

7.11. ASMR Head Spa Academy tries as much as possible to consider the availability of the participants when scheduling group sessions. If the client cannot attend on a scheduled date, ASMR Head Spa Academy will make the lesson material or recording available after the session. Recordings can be rewatched until the end of the course period. Group sessions cannot be rescheduled or made up after a date has been set, unless otherwise agreed.

Article 8 - Online Course

8.1. Access to an online course is provided after the client has paid the amount owed for the online course, unless otherwise agreed.

8.2. If the content is made fully available at once, an online course is excluded from the right of withdrawal. Consequently, the client does not have the opportunity to cancel the purchase with a refund of the purchase amount. If the content is made available in parts, the amount is prorated upon interim cancellation, unless the agreement is a B2B agreement, in which case the full payment obligation remains.

8.3. Because the provision of an online course uses a third-party platform, ASMR Head Spa Academy cannot guarantee that an online course is available at any time and in any location.

8.4. The information provided during the course period remains the property of ASMR Head Spa Academy. ASMR Head Spa Academy will indicate in a timely manner until when the content is available. It is the client's own responsibility to view the material in time and, where possible, save it.

8.5. The client is responsible for (the consequences of) applying and following the knowledge gained in an online course.

8.6. The client is not allowed to provide her login details for an online course to third parties.

8.7. The client obtains a limited and personal right to use the content of an online course for personal purposes. The content is intended to inspire, not to be copied. The client is not allowed to create a similar offer within 12 months after completing the content of the learning environment.

8.8. ASMR Head Spa Academy reserves the right to exclude participants who misuse (content of) the online course, bother other participants, or exhibit other unwanted behavior from further access to the online course. ASMR Head Spa Academy also has this right of exclusion if such facts are known to ASMR Head Spa Academy before the client has access to the online course. Exclusion does not affect the obligation to pay the costs for the online course.

8.9. The client is allowed to take screenshots of an online course. Screenshots may be shared to a limited extent. In this case, the client must mention the name of ASMR Head Spa Academy.

8.10. ASMR Head Spa Academy is entitled to expand, limit, or modify the content of an online course.

8.11. During access to an online course, participants can communicate with each other. The client declares that she does not send spam or other unwanted messages. Acting in violation of these terms can result in immediate denial of access and use of ASMR Head

Spa Academy's services.

8.12. ASMR Head Spa Academy is always free to remove communication or other parts of the shared information without further notice if the content of this communication and information justifies its removal.

Article 9 - Additional conditions for training sessions

9.1. In some cases, ASMR Head Spa Academy organizes training sessions, the dates of which it has predetermined. ASMR Head Spa Academy reserves the right to change the dates and location of such training sessions. If the location or date is changed by ASMR Head Spa Academy, the client has the right to cancel or enroll in a training at a later time free of charge.

9.2. If a training session cannot take place offline due to circumstances beyond the control of ASMR Head Spa Academy, it is entitled to conduct the session online. This does not entitle the client to a refund, unless otherwise agreed.

9.3. The client is not entitled to resell a purchase proof for a training session. The client does have the option to reschedule a session, see Article 7.8.

9.4. The client is not allowed to make image and sound recordings during the training unless explicitly agreed otherwise.

9.5. ASMR Head Spa Academy reserves the right to exclude participants who, through their behavior, hinder or complicate the progress of a training session from further participation in the respective training or future trainings. Exclusion does not affect the obligation to pay for the respective training.

Article 10 - Force majeure

10.1. Force majeure, apart from what is defined in the law, means: the prevention of the execution of the agreement due to circumstances that ASMR Head Spa Academy and the client cannot reasonably influence. Examples of force majeure are illness, accidents, fire, a pandemic, epidemic, or government measures. The preceding list is not exhaustive.

10.2. If there is force majeure or other circumstances preventing the execution of the agreement with a private client, the obligations are suspended as long as the client and ASMR Head Spa Academy cannot fulfill these obligations. In this case, the parties seek a suitable solution. Both parties have the right to terminate the agreement without an obligation to restore, if a suitable solution does not materialize. Costs incurred up to that point and hours worked become immediately due.

10.3. If there is force majeure or other circumstances preventing the completion of the agreement, the execution of the agreement will be postponed. The payment obligation

remains in place unless otherwise agreed.

10.4. If the client wants to postpone the work due to a pandemic or epidemic, even though government measures do not prevent the execution (whether in an adjusted form or not), ASMR Head Spa Academy has the right to charge the associated costs.

Article 11 - Liability

11.1. ASMR Head Spa Academy is not liable for damage arising from the agreement unless such damage is caused intentionally or through gross negligence.

11.2. ASMR Head Spa Academy is not liable for damage resulting from work performed based on incorrect or incomplete data provided by the client or on behalf of the client.

11.3. The client is responsible for (the consequences of) applying and following the advice given during the execution of the agreement.

11.4. ASMR Head Spa Academy is not liable after the end of the agreement for decisions made or actions taken by the client based on the knowledge gained from the collaboration.

11.5. If the parties agree that a training session or introductory meeting takes place online, the client is responsible for having a good internet connection.

11.6. ASMR Head Spa Academy is not responsible for the acts and actions of third parties.

11.7. During training sessions, massage oil or wax may be used. The client must inform ASMR Head Spa Academy if she has allergies. If the client has not informed ASMR Head Spa Academy about her allergy and the client has an allergic reaction due to the use of oil or wax during the training, ASMR Head Spa Academy is not liable for (the consequences of) the allergic reaction.

11.8. If the client damages material provided by ASMR Head Spa Academy for the execution of the agreement, the client must compensate the appraised value of this material.

11.9. If ASMR Head Spa Academy owes compensation for direct damage, the compensation does not exceed twice the price agreed in the agreement unless otherwise agreed or reasonableness and fairness require otherwise.

11.10. The client indemnifies ASMR Head Spa Academy against any claims from third parties arising from work performed or to be performed by ASMR Head Spa Academy.

Article 12 - Intellectual property

12.1. All intellectual property rights over the advice given by ASMR Head Spa Academy, provided content, online courses, trainings, or other materials remain with ASMR Head Spa Academy. The client is not permitted to reproduce, sell, disclose, or provide material to third parties outside the license or agreed purposes.

12.2. The client is not permitted to make image and sound recordings of training sessions for

personal use.

12.3. If the client acts in violation of the provisions of this article, this is considered an infringement of ASMR Head Spa Academy's intellectual property rights.

12.4. If there is an infringement as mentioned in the previous paragraph, this will result in an immediately due compensation. This compensation amounts to three times the usual license fee, without any right to lose compensation for other damages suffered, and will be communicated to the client by means of a formal letter.

Article 13 - Special provisions

13.1. Both the client and ASMR Head Spa Academy are obliged to keep all confidential information obtained in the context of the agreement confidential. Information is confidential if this has been communicated or is evident from the nature of the provided information.

Article 14 - Complaints

14.1. If the client has a complaint, she must communicate it in writing and with a motivation within 2 calendar months after the occurrence of the complaint. ASMR Head Spa Academy will respond in writing within 14 calendar days after receiving the complaint. If the parties have entered into a business agreement, a complaint period of 14 calendar days after the occurrence of the complaint applies.

14.2. If a complaint is made outside the period of 2 calendar months, ASMR Head Spa Academy is not obliged to process the complaint or is entitled to charge extra costs for handling the complaint. This also applies to the complaint period of 14 calendar days for business agreements.

14.3. ASMR Head Spa Academy must be given the opportunity to rectify the defect to which the complaint applies.

14.4. Filing a complaint does not suspend the payment obligation.

Article 15 - Dispute resolution

15.1. These general terms and conditions are governed by Dutch law.

15.2. If a dispute arises between the client and ASMR Head Spa Academy, they will first try to settle the dispute in consultation. The parties will only resort to the court if this is not possible.

15.3. Disputes between the client and ASMR Head Spa Academy will be submitted to the competent court in the district where ASMR Head Spa Academy is established, unless the law requires otherwise.

15.4. Contrary to the statutory limitation periods, the limitation period for all claims and

defenses against ASMR Head Spa Academy and involved third parties is 12 months.