

ORANGE PAPER F-1-E

Terms of Service & Profession Notice



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Nelleke Scholten

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Terms of Service & Profession Notice

GENERAL

This document consists of two parts, which are inextricably linked as if they were one integrated document:

PART 1, Terms of Service

PART 2, Profession Notice

The *Terms of Service* and the *Profession Statement* apply to all services and publications offered and contracted by **The Unique Life Creator**.

They are published on The Unique Life Creator's website (www.theuniquelifecreator.com) and are downloadable. They are integral parts of purchases through the website and of Service Agreements in case of specific services.

This document reflects the entire Agreement between The Unique Life Creator and the Client and reflects a complete understanding of the parties concerning the subject matter.

These documents supersede all prior written and oral representations. These documents may not be amended, altered or supplemented except in writing signed by the Mentor and the Client.

The Unique Life Creator – the Mentor

The term 'The Unique Life Creator', hereinafter referred to as '(the) Mentor', 'I' or 'me', refers to the Mentor's owner, Nelleke Scholten, whose registered office address is Ruimtevaart 24, 3824 MX, Amersfoort, The Netherlands.

The Mentor's COC registration number is 72913762, Amersfoort, The Netherlands.

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The Client

The term '(the) Client' or 'you' refers to the *person* who acquires my services. It always concerns an individual.

A 'Business Client' is the legal entity that contracts and/or pays for Mentor's services for one of her employees or other individuals being under her care.

If these terms in both parts are not agreeable, please do not use Mentor's services. By using the services, Client agrees to all Terms and Conditions.

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PART 1

Terms of Service

1. The language

1.1 Mentor offers services and supporting products internationally, solely in written and spoken English (UK) or Dutch (optional).

1.2 Client is expected to have sufficient reading, writing, and speaking skills in the English language to participate in Mentor's activities efficiently and successfully.

1.3 If Client does not feel confident enough to communicate in English, he/she is advised not to use Mentor's services.

2. The services

2.1 Mentor offers *personal consultancy* and *knowledge transfer services* as a trusted confidant/guide/mentor/coach/trainer/educator, grouped under 'Mentor' or 'Mentoring services' for ease of reference.

2.2 The services concern life issues and aim to enhance Client's vitality and work capacity by participation in personal or group sessions.

**Client recognises the value and worth of him/herself
and the investment he/she is making
in his/her personal development.**

2.3 The services include the supply of digital/multimedia learning products (webinars, MasterClasses, videos etc.), either in person or on-demand, and digital publications (Orange Papers, Orange Notes, ebooks etc.).

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2.4 The services are put together in so-called *Plans* and are available for purchase on the website or through a specific Service Proposal.

3. Service Proposal

3.1 Mentor offers non-standard or tailored Plans via a non-binding Service Proposal, generally tailored based on prior communication Client and Mentor's prior communication. After Client agrees, Mentor converts that proposal into a Service Agreement.

4. Service Agreement

4.1 The services rendered by Mentor, including the supply of digital/multimedia learning products, are laid down in a written *Service Agreement* drafted by the Mentor.

4.2 The Service Agreement contains (if applicable)

- * Client's and the Mentor's data
- * In the case of a business client, it's data and valid VAT number (if located in the EU).
- * Scope of services - Plan(s)
- * Language
- * Schedule
- * Fee(s)
- * Statutory sales tax (if applicable)
- * Payment information (methods of payment, terms, etc.)
- * Declaration of applicability of:
 - these Terms of Service
 - Profession Statement
 - Privacy Policy
- * Other arrangements

4.3 The Service Agreement must be signed by Client or the contract partner (business) and the Mentor before the mentoring process can be started.

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4.4 Mentor uses a legally binding and secure *e-signing* procedure, making it easy for both parties to conclude the correct formalities remotely and quickly.

5. Right of withdrawal

5.1 Based on European and Dutch law, respectively, Client, being a resident of one of the European Union states and being a consumer, a natural person acting outside any economic activity or being an employee whose employer pays for the mentoring services is entitled to a fourteen days' right of withdrawal for goods and services purchased online, without giving any reason. The right of withdrawal does not apply to non-consumers.

5.2 Exceptions to the right of withdrawal are:

- * Service contracts after the service has been fully performed but, if the contract places the consumer under an obligation to pay, only if the performance has begun with the consumer's prior express consent and acknowledgement that he will lose his right of withdrawal once Mentor has fully performed the contract;
- * Services made to measure for Client

5.3 The withdrawal period of fourteen days begins the day after the online purchase, including payment, has been concluded.

To exercise the right of withdrawal, Client must inform Mentor of his/her decision to withdraw from the contract by an unequivocal statement (email) before the withdrawal period has expired. Client may use the attached model Withdrawal Form (Appendix), but it is not obligatory.

5.4 Client's right of withdrawal lapses if he/she participates in the Mentoring service if that starts within those fourteen days.

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5.5 If Client withdraws from this purchase, Mentor shall reimburse to Client all payments received from Client, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by Mentor), without undue delay and in any event not later than 14 days from the day on which Mentor is informed about Client's decision to withdraw from this purchase / Service Agreement.

5.6 Mentor will carry out such reimbursement using the same means of payment as Client used for the initial transaction unless Client has expressly agreed otherwise; in any event, Client will not incur any fees due to such reimbursement.

6. Professional conduct

6.1 Professional consultancy services are an alliance between Client and Mentor in a thought-provoking process that inspires Client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal and professional goals and to develop and carry out a strategy/plan for achieving those goals.

7. Mentoring Relationship

7.1 Client is solely responsible for creating and implementing his/her physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the mentoring relationship and Client's Mentoring sessions and interactions with Mentor.

As such, Client agrees that Mentor is not and will not be liable or responsible for any actions or inaction or for any direct or indirect result of any services and or publications rendered by Mentor.

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7.2 Client understands, acknowledges, agrees further that:

- a. Mentoring is not therapy and does not substitute for treatment if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- b. Mentoring is a comprehensive process that may involve different areas of Client's life, including work, finances, health, relationships, education and recreation.
- c. deciding how to handle these issues, incorporating mentoring principles into those areas and implementing choices is exclusively Client's responsibility.
- d. Mentoring does not involve diagnosing or treating mental disorders as defined by any Professional Psychiatric Association. Mentoring is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals.
It is Client's exclusive responsibility to seek such independent professional guidance as needed.
- e. if Client is currently under the care of a mental health professional, it is strongly recommended that he/she promptly informs the mental health care provider of the nature and extent of the mentoring relationship before the completion of a Service Agreement between Client and Mentor.
- f. to enhance the Mentoring relationship, Client communicates honestly, is open to feedback and assistance and creates the time and energy to participate fully in the agreed Plan.

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8. Scope of services

8.1 The agreed Scope of Services is clearly specified in the Service Agreement provided by the Mentor.

8.2 The specification contains mainly (if applicable) :

- * The name of the Plan(s)
- * Maximum number, duration and frequency of remote video contacts
- * Maximum number, duration and frequency of email contacts
- * Maximum number, duration and frequency of phone contacts
- * Scope of desk work by the Mentor outside the direct mentoring hours

9. Schedule

9.1 The agreed schedule is to be determined in joint consultation between Mentor and Client.

The specification, for example, contains (if applicable) :

- * Intervals between contacts
- * End date of the agreed Plan
- * Maximum run-out time due to accepted absence from either side

10. Procedure

10.1 Client and Mentor determine the time of the digital meetings based on a mutually agreed upon time.

10.2 Client will receive a notification/invitation from Mentor before the scheduled appointment time well in advance.

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Client is deemed to be ready for the meeting in time - digital devices charged, set up and operational as they should be so that no time is wasted -.

11. Appointment Cancellation Policy

11.1 Client agrees that his/her responsibility is to notify Mentor about his/her absence at least 48 hours before the scheduled call/session.

Mentor reserves the right to bill Client for a missed session.

Mentor will attempt in good faith to reschedule the missed session.

12. Agenda

12.1 Mentor explains the intended session schedule with Client at the start of the alliance, and the schedule belongs to Client.

If the session is not heading in the direction Client would like, if Mentor ever says anything Client does not feel comfortable with or if Client has a concern with the way the sessions are proceeding, Client informs Mentor immediately. Mutually agreed amends will be made as much as possible.

13. Fees

13.1 The agreed fees are specified in the Service Agreement.

The specification contains (if applicable) :

- * Currency (**only Euro's**)
- * Fixed fee and/or
- * Hourly rates; the number of hours
- * Additional expenses such as shipping costs etc., if applicable

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14. Taxes – private persons

14.1 The agreed fees for clients *within the European Union* include the statutory sales tax (Value Added Tax – VAT) as far as private persons are concerned.

14.2 Private persons *outside* the European Union are invoiced, excluding sales tax.

15. Taxes – business clients

15.1 Business Clients based in the European Union get the fees invoiced, excluding the business country's statutory sales tax.

15.2 The VAT reverse charge mechanism may be applied. Mentor does not charge VAT and states "*VAT – reverse charged*" on the invoice. The VAT exemption rules' application requires the Client's valid VAT number.

16. Invoicing / Methods of Payment

16.1 Mentor sends invoices by secure email to Clients email-address and automatically gets notified of successful email delivery.
Payment term: full payment within 8 days after the date of invoice delivery by email or not later than the day before the first session appointment.

16.2 Payment means the full amount of money verifiable in Mentor's bank account.

16.3 If Client elects to pay in full, the payment of the entire invoice is expected before the provided due date.

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16.4 If the Service Agreement offers the possibility for periodical instalments and Client elects this option, Client authorizes Mentor to request the payment on the original invoice by the specified expiry dates, listed in the Service Agreement.

17. Confidentiality

17.1 The Mentor-Client relationship is not considered a legally confidential one (like the medical and legal professions). Thus, communications are not subject to any legally recognized privilege protection.

17.2 Mentor agrees not to disclose any information pertaining to Client without Client's written consent. Mentor will not disclose Client's name as a reference without Client's written consent.

17.3 *Confidential information does not include* information that:

- a. was in Mentor's possession before it was being furnished by Client;
- b. is generally known to the public or in your industry;
- c. is obtained by Mentor from a third party, without breach of any obligation to Client;
- d. is independently developed by Mentor without the use of or reference to Client's confidential information;
- e. Mentor is required by statute, lawfully issued subpoena, or by court order to disclose;
- f. is disclosed to Mentor, and as a result of such disclosure, Mentor reasonably believes there to be an imminent or likely risk of danger or harm to Client or others; and
- g. involves illegal activity.

17.4 Any notes Mentor makes during the session or about Client are confidential.

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17.5 Client also acknowledges his/her continuing obligation to raise any confidentiality questions or concerns with Mentor promptly.

18. Intellectual Property

18.1 All plans and publications offered on my website and in my Service Agreement published are copyrighted, and original materials that have been provided to Client are for his/hers individual use only and are a single-user license.

18.2 Client is not authorized to use any of my intellectual property for his/her business purposes. All intellectual property, including Mentor's copyrighted plans and/or course materials, shall remain the sole property of Mentor.

18.3 No license to sell or distribute Mentor's materials is granted or implied. By purchasing any service or product, Client agrees:

- a. not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights;
- b. that any confidential information shared by Mentor is personal and proprietary and belongs solely and exclusively to Mentor;
- c. not to disclose such information to any other person or use it in any manner other than in discussion with Mentor.

18.4 Further, by purchasing Mentor's services and/or products, Client agrees that if he/she violates, or displays any likelihood of violating, any of his/her agreements contained in this paragraph, Mentor will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

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19. Record Retention Policy

19.1 Client acknowledges that Mentor has disclosed her record retention policy concerning documents, information, and data acquired or shared during the Mentor-Client relationship.

19.2 The retaining and deleting of personal data is laid down in the Privacy Policy (a separate document) of the same release date as these Terms of Service.

20. Termination

20.1 Client may terminate the Service Agreement at any time with 14 days written notice. Client will still be liable to pay the total contract amount in such a case.

20.2 Mentor is committed to providing Client with a positive Plan experience.

By purchasing this product, Client agrees that Mentor may, at Mentor's sole discretion, terminate the Service Agreement, and limit, suspend, or terminate Client's participation in the Plan without refund or forgiveness of monthly payments if Client:

- * becomes disruptive to possible other participants or Mentor;
- * fail to follow the Plan's guidelines;
- * is challenging to work with;
- * impair the participation of possible other participants in the Plan or upon violation of the terms as determined by Mentor.

Client will still be liable to pay the total contract amount in such cases.

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21. Limited Liability

21.1 Except as expressly provided in these Terms of Service, Mentor makes no guarantees, representations or warranties of any kind or nature, expressed or implied, concerning the Mentoring services negotiated, agreed upon and rendered.

21.2 In no event shall Mentor be liable to Client for any indirect, consequential or special damages. Notwithstanding any damages that Client may incur, Mentor's entire liability under these Terms of Service, and Client's exclusive remedy, shall be limited to the amount actually paid by Client to Mentor under these Terms of Service for all Mentoring services rendered through and including the termination date.

22. Dispute Resolution

22.1 If a dispute arises out of these Terms of Service and/or the Service Agreement that cannot be resolved by mutual consent, Client and Mentor agree to attempt to mediate in good faith for up to 30 days after notice has been given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

23. Severability

23.1 If any provision of these Terms of Service and/or the Service Agreement shall be held to be invalid or unenforceable for any reason, in that case, the remaining provisions shall continue to be valid and enforceable.

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23.2 If the Court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, such provision shall be deemed written, construed, and enforced as such limited.

24. Waiver

24.1 The failure of either party to enforce any provision of these Terms of Service and/or Service Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of these Terms and/or this Agreement.

25. Applicable Law

25.1 These Terms of Service shall be governed and construed in accordance with the laws of The Netherlands, without giving effect to any conflicts of law's provisions.

26. Binding Effect

26.1 These Terms of Service and/or the Service Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

27. Modification

27.1 Mentor may modify these Terms of Service at any time. Mentor shall post all modifications on the website and shall notify purchasers.

28. Duty to read

28.1 Client accepts that he/she has a duty to read these Terms of Service and /or the Service Agreement and has done so. Furthermore, Client understands and accepts that he/she is precluded from using lack of reading as a defence against all remedies contained herein.

29. Appendix 1 – EU model Withdrawal Form

The model Withdrawal Form, as laid down in Annex IB of the EU Consumer Rights Directive, is as follows:

(complete and return this form by email, only if you wish to withdraw from the purchase)

• To The Unique Life Creator, Ruimtevaart 24, 4th floor, Amersfoort, The Netherlands, info@theuniquelifecreator.com

• *I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),*

• *Ordered on (*)/received on (*),*

• *Name of consumer,*

• *Address of consumer,*

• *Signature of consumer,*

• *[Date]*



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PROPER CONSULTATION - AMICABLE SOLUTION

The Unique Life Creator stands for conducting its business honestly and fairly. So, let us communicate properly, prevent a legal or bureaucratic approach and search for an amicable solution in consultation with each other in case of an issue.

PART 2

Profession Notice

1. Mentor offers services as a guide, Mentor, coach, trainer, educator and generally as a trusted confidant. Mentor lets clients obtain insights about their personality, behaviour and actions and guide them through life challenges and transitions, enhancing their vitality and working power and allowing them to discover and explore new life destinations.

Mentor does this to the best of her knowledge, experiences and insights to make people flourish who are stuck in life somehow.

2. *Mentor is not a licensed psychologist, psychiatrist or specialist healthcare professional.*

Mentor is not a medical professional; she is not providing healthcare, medical, or nutritional therapy services or attempting to diagnose, treat, prevent, or cure any physical, mental, or emotional issue.

Mentor's services do not replace the care of any medical or healthcare professional at all.

3. The information provided on both Dutch and English websites and all published material under the brand The Unique Life Creator is for informational purposes only. The information is not intended to substitute professional medical advice, diagnosis or treatment.
4. Before undertaking a new health regimen, Client always has to seek advice from his/her physician or another qualified healthcare provider.

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5. Client should not disregard medical advice or delay seeking medical advice because of information a client reads on Mentor's websites or published material.
6. Client should not start or stop any medications without speaking to his/her medical or mental health provider.
7. Mentor cannot take any responsibility for the results of Client's actions and any harm or damage - *actual or imagined* - Client suffers as a result of the use or non-use of the information available on Mentor's websites or in the published material.
8. Client is expected to use judgment and conduct due diligence before taking action or implementing any suggested or recommended Plan or practice on Mentor's websites and in the above mentioned material.
9. Mentor shares educational and informational resources that are intended to support the Client and help him/her succeed.
10. Mentor does not guarantee the results of the information applied on her websites and in this material. Nevertheless, Client needs to be aware that the ultimate success or failure will result from his/her efforts, particular situation, and innumerable other circumstances beyond Mentor's knowledge and control.



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If you have any questions concerning the content of the Terms of Service and/or the Profession Notice, please get in touch!

English website

www.theuniquelifecreator.com

also for

My book: Unique Life Creator (in English)

Orange Papers

Blogs

Newsfeeds via media

References

Email address

info@theuniquelifecreator.com

For those interested speaking Dutch

Dutch website

www.theuniquelifecreator.nl

Visiting address

Ruimtevaart 24, 4th floor (Van der Valk-Vitaal ~ next to hotel)

Amersfoort (along the A1 motorway)

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