

# Terms & conditions

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## **Article 1 – Definitions In these terms and conditions:**

**Additional agreement:** an agreement where the consumer acquires products, digital content, and/or services related to a distance contract, and these items, digital content, and/or services are delivered by the entrepreneur or by a third party based on an arrangement between that third party and the entrepreneur;

**Cooling-off period:** the period during which the consumer can exercise his right of withdrawal;

**Consumer:** a natural person who does not act for purposes related to his trade, business, craft, or professional activity;

**Day:** calendar day;

**Digital content:** data produced and delivered in digital form;

**Continuous performance contract:** a contract that aims at the regular delivery of goods, services, and/or digital content over a certain period;

**Durable data carrier:** any tool – including email – that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation or use for a

period tailored to the purpose for which the information is intended and that allows unaltered reproduction of the stored information;

Right of withdrawal: the consumer's ability to refrain from the distance contract within the cooling-off period;

Entrepreneur: the natural or legal person who offers products, (access to) digital content, and/or services remotely to consumers;

Distance contract: an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content, and/or services, where, up to and including the conclusion of the contract, only or partly use is made of one or more techniques for communication at a distance;

Model withdrawal form: a digital version of the withdrawal form can be found on the website;

Technique for communication at a distance: a means that can be used to conclude a contract, without the consumer and entrepreneur being simultaneously present in the same space.

## **Article 2 – Identity of the entrepreneur**

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## **Article 3 – Applicability**

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, the entrepreneur will, before the distance contract is concluded, indicate how the general terms and conditions can be inspected by the consumer and that they will be sent free of charge at the consumer's request as soon as possible.
3. If the distance contract is concluded electronically, in deviation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, it will be indicated, before the distance contract is concluded, where the general terms and conditions can be consulted electronically and that they will be sent to the consumer free of charge by electronic means or in another way upon request.
4. In the event that, in addition to these general terms and conditions, specific product or service conditions also apply, the second and third paragraphs shall apply by analogy, and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting conditions.

## **Article 4 – The offer**

1. The offer has a limited validity period of 1 calendar year. If the offer has a different validity

period or is subject to conditions, this will be explicitly stated in the offer.

2. The offer contains a complete and accurate description of the offered products, digital content, and/or services. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a truthful representation of the offered products, services, and/or digital content. Obvious errors or mistakes in the offer do not bind the entrepreneur.
3. Every offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

## **Article 5 – The agreement**

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the consumer of the offer and compliance with the conditions set out therein.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm the receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe the necessary security measures.
4. The entrepreneur can – within legal frameworks – inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has sound reasons not to enter into the agreement, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the execution.
5. The entrepreneur will, together with the product, service, or digital content, send the consumer the following information, in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier:
  - a. the visiting address of the business location of the entrepreneur where the consumer can go with complaints;
  - b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about guarantees and existing service after purchase;
  - d. the data included in article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
  - e. the requirements for canceling the agreement if the agreement has a duration of more than one year or is indefinite.
6. In the case of an extended transaction, the provision in the previous paragraph applies only to the first delivery.

## Article 6 – Right of withdrawal

1. For products:
  - a. The consumer can dissolve an agreement regarding the purchase of a product during a reflection period of at least 14 days without giving any reason. The entrepreneur may ask the consumer about the reason for the withdrawal but cannot oblige him to state his reason(s).
  - b. The reflection period referred to in sub-clause a starts on the day the product is received by the consumer or a third party designated by him in advance and who is not the carrier, or:
    - i. if the consumer has ordered several products in the same order: the day on which the consumer or a third party designated by him receives the last product. The entrepreneur may refuse an order for several products with different delivery times provided that he clearly informs the consumer prior to the order process;
    - ii. if the delivery of a product consists of several shipments or parts: the day on which the consumer or a third party designated by him receives the last shipment or the last part;
    - iii. for contracts for regular delivery of products during a given period: the day on which the consumer or a third party designated by him receives the first product.
  - c. For services and digital content that is not delivered on a tangible medium:
    - i. The consumer can dissolve a service agreement and an agreement for the delivery of digital content that is not delivered on a tangible medium for at least 14 days without giving any reason. The entrepreneur may ask the consumer about the reason for the withdrawal but cannot oblige him to state his reason(s).
    - ii. The reflection period referred to in sub-clause i starts on the day following the conclusion of the agreement.
2. During the reflection period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied and – if reasonably possible – in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days after receiving the product. The consumer must make this known using the model withdrawal form or in another unambiguous manner to the entrepreneur.
4. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 3, the consumer returns the product or hands it over to (a representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the reflection period has expired.
5. The consumer returns the product with all accessories supplied, if reasonably possible in its original state and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

6. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the consumer.
7. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the costs of return.
8. If the consumer withdraws after having first explicitly requested that the provision of the service or the supply of gas, water, or electricity not made ready for sale in a limited volume or quantity commence during the reflection period, the consumer is the entrepreneur an amount that is proportional to that part of the obligation that the entrepreneur has fulfilled at the time of withdrawal, compared to the full fulfillment of the obligation.
9. The consumer bears no costs for the full or partial delivery of digital content not supplied on a tangible medium if:
  - a. he has not expressly agreed to the commencement of the performance of the agreement before the end of the reflection period;
  - b. he has not acknowledged that he loses his right of withdrawal when giving his consent;
  - or
  - c. the entrepreneur has failed to confirm this statement from the consumer.

#### **Article 7 – Consumer obligations during the cooling-off period**

1. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied and – if reasonably possible – in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
2. The consumer is responsible for the decrease in value of the product resulting from the use of the product beyond what is necessary to determine the nature, characteristics, and functioning of the product.

#### **Article 8 – Exercise of the Right of Withdrawal by the Consumer and Costs**

If the consumer exercises his right of withdrawal, he must notify the entrepreneur within the cooling-off period using the model withdrawal form or in another unambiguous manner.

As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer must return the product, or hand it over to (a representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.

The consumer returns the product with all accessories supplied, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the consumer.

The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs of returning the product.

If the consumer withdraws after first expressly having requested that the provision of the service or the supply of gas, water, or electricity that are not made ready for sale be started in a limited volume or quantity during the cooling-off period, the consumer is the entrepreneur an amount that is proportional to that part of the obligation that the entrepreneur has fulfilled at the time of withdrawal compared to the full fulfillment of the obligation.

The consumer bears no costs for the full or partial delivery of digital content not supplied on a tangible medium if:

- a. he has not expressly agreed to the start of the fulfillment of the agreement before the end of the cooling-off period;
- b. he has not acknowledged losing his right of withdrawal when giving his consent; or
- c. the entrepreneur has failed to confirm this statement from the consumer.

### **Article 9 – Entrepreneur's Obligations in Case of Withdrawal**

If the entrepreneur makes the notification of withdrawal by the consumer electronically possible, he will immediately send a return receipt.

The entrepreneur reimburses all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with paying back until he has received the product or until the consumer demonstrates that he has returned the product, whichever is the earlier.

The entrepreneur uses the same payment method that the consumer used for reimbursement unless the consumer agrees to a different method. The reimbursement is free of charge for the consumer.

If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to repay the additional costs for the more expensive method.

### **Article 10 - Exclusion of Right of Withdrawal**

The seller can exclude the right of withdrawal for the following products and services, but only if clearly mentioned in the offer or in a timely manner before concluding the agreement:

1. Products or services whose price is subject to fluctuations in the financial market beyond the seller's control and that may occur within the withdrawal period.
2. Agreements made during a public auction. A public auction is a sales method where the seller offers products, digital content, and/or services to the consumer who is personally present or has the opportunity to be present at the auction, conducted by an auctioneer, and where the

successful bidder is obliged to purchase the products, digital content, and/or services.

3. Service agreements, after full performance of the service, but only if:

a. Performance started with the explicit prior consent of the consumer, and

b. The consumer declared to lose the right of withdrawal once the seller has fully performed the agreement.

4. Service agreements for the provision of accommodation, with a specified date or period of performance, and other than for residential purposes, goods transportation, car rental services, and catering.

5. Agreements related to leisure activities, with a specified date or period of performance.

6. Products custom-made according to the consumer's specifications, not prefabricated, and made based on the consumer's individual choice or decision, or clearly intended for a specific person.

7. Perishable or short-lived products.

8. Sealed products that are not suitable for return due to health protection or hygiene reasons and whose seal has been broken after delivery.

9. Products that, by their nature, are irreversibly mixed with other products after delivery.

10. Alcoholic beverages where the price was agreed upon at the conclusion of the agreement, but delivery can only take place after 30 days, and the actual value depends on fluctuations in the market beyond the seller's control.

11. Sealed audio, video recordings, and computer software where the seal is broken after delivery.

12. Newspapers, magazines, except for subscriptions.

13. Delivery of digital content other than on a tangible medium, but only if:

a. Execution started with the explicit prior consent of the consumer, and

b. The consumer declared to lose the right of withdrawal.

### **Article 11 - The Price**

1. During the validity period stated in the offer, prices for offered products and/or services will not be increased, except for changes in VAT rates.

2. In deviation from the previous paragraph, the seller can offer products or services with prices linked to fluctuations in the financial market that are beyond their control, and where prices may vary. Such dependence on fluctuations and the fact that any mentioned prices are target prices will be stated in the offer.

3. Price increases within 3 months after the conclusion of the agreement are only allowed if they result from legal regulations or provisions.

4. Price increases from 3 months after the conclusion of the agreement are only allowed if the seller has stipulated this and:

- a. They result from legal regulations or provisions, or
- b. The consumer has the right to terminate the agreement from the day the price increase takes effect.

5. Prices mentioned in the offer of products or services are excluding VAT.

#### Article 12 - Performance of the Agreement and Additional Warranty

1. The seller guarantees that the products and/or services comply with the agreement, the specifications mentioned in the offer, with the reasonable requirements of soundness and/or usability, and with the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the seller also ensures that the product is suitable for uses other than normal.

2. Any extra guarantee provided by the seller, its supplier, manufacturer, or importer never limits the legal rights and claims that the consumer can assert against the seller under the agreement if the seller has failed to fulfill its part of the agreement.

3. Extra guarantee is defined as any commitment by the seller, its supplier, importer, or producer that grants the consumer rights or claims beyond what is legally required in case they have failed to fulfill their part of the agreement.

#### Article 13 - Delivery and Execution

1. The seller will take the greatest possible care when receiving orders for products and when assessing applications for the provision of services.

2. The address provided by the consumer will be considered the place of delivery.

3. The seller will fulfill accepted orders with due speed but at least within 30 days, unless a different delivery period has been agreed upon. If the delivery is delayed or if an order cannot be fulfilled or only partially, the consumer will be notified within 30 days after placing the order. In such cases, the consumer has the right to terminate the agreement without any costs and is entitled to any damages.

4. After termination in accordance with the previous paragraph, the seller will refund the amount that the consumer paid promptly.

5. The risk of damage and/or loss of products rests with the seller until the moment of delivery to the consumer or a previously designated and the seller notified representative, unless expressly agreed otherwise.

#### Article 14 - Long-Term Transactions: Duration, Termination, and Extension

Termination:



1. The consumer can terminate an agreement for an indefinite period and that aims at the regular delivery of products (including electricity) or services at any time, observing the agreed termination rules and a notice period of no more than one month.

2. The consumer can terminate a fixed-term agreement that aims at the regular delivery of products (including electricity) or services at any time by the end of the agreed period of notice, observing the agreed termination rules and a notice period of no more than one month.

3. The consumer can terminate the agreements mentioned in the preceding paragraphs:

- At all times and not be restricted to termination at a specific time or period,
- At least terminate in the same manner they entered into the agreement,
- Always terminate with the same notice period as the seller has stipulated for itself.

Extension:

3. A fixed-term agreement that aims at the regular delivery of products (including electricity) or services may not be tacitly renewed or extended for a certain duration.

4. In deviation from the previous paragraph, a fixed-term agreement that aims at the regular delivery of daily, news, and weekly newspapers and magazines can be tacitly renewed for a specific duration of up to three months if the consumer can terminate this extended agreement towards the end of the extension with a notice period of no more than one month.

5. A fixed-term agreement that aims at the regular delivery of products or services may only be tacitly renewed for an indefinite duration if the consumer is allowed to terminate at any time with a notice period of no more than one month. The notice period is a maximum of three months if the agreement aims at the regular, but less than once per month, delivery of daily, news, and weekly newspapers and magazines.

6. An agreement with a limited duration for the regular delivery of daily, news, and weekly newspapers and magazines (trial or introductory subscription) will not be tacitly renewed and will automatically end after the trial or introductory period.

Duration:

7. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month unless the reasonableness and fairness oppose termination before the end of the agreed duration.

## **Article 15 - Payment**

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be

paid within 14 days after the cooling-off period has started, or, in the absence of a cooling-off period, within 14 days after the agreement was concluded. In the case of a service agreement, this period starts on the day after the consumer received the confirmation of the agreement.

2. In consumer sales agreements, the consumer can never be obliged to make an advance payment of more than 50% in general terms and conditions. If an advance payment is agreed upon, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the agreed advance payment has been made.

3. The consumer is obliged to report promptly to the seller any inaccuracies in the provided or stated payment details.

4. If the consumer does not fulfill his payment obligation(s) in a timely manner, he is, after the seller has informed him of the late payment and the consumer has been given a period of 14 days to fulfill his payment obligations, after the expiration of this 14-day period, owed statutory interest on the amount still owed, and the seller is entitled to charge the extrajudicial collection costs made known to the consumer.

These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500,=; 10% on the next € 2,500,= and 5% on the following € 5,000,=, with a minimum of € 40,=. The seller can deviate from these amounts and percentages in favor of the consumer.

### **Article 16 - Complaints Procedure**

1. The seller has a sufficiently publicized complaints procedure and handles the complaint according to this complaints procedure.

2. Complaints about the performance of the agreement must be fully and clearly described and submitted to the seller within a reasonable time after the consumer has discovered the defects.

3. Complaints submitted to the seller will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the seller will respond within the period of 14 days with a confirmation of receipt and an indication when the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved in mutual consultation within a reasonable period or within 3 months after the complaint was submitted, a dispute arises that is susceptible to the dispute settlement procedure.

### **Article 17 - Disputes**

1. Only Dutch law applies to agreements between the seller and the consumer to which these general terms and conditions relate.

### **Article 18 - Additional or Deviating Provisions**

1. Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer on a durable medium.