



# Terms and conditions

## Thrive TogetHER

You are about to participate in an inspiring and empowering online community year program of Hustle & Heart consultancy. This year program is designed to promote your personal growth, enable meaningful connections and provide a sense of belonging to ambitious professional women of all backgrounds and ambitions. Before you register, so that an agreement is concluded, the text of these general terms and conditions will be made available to you and will also be declared applicable.

### Article 1 – Definitions

1. Hustle & Heart Consultancy located in (1059 ST) Amsterdam at Woestduinstraat 131-2, registered in the Trade Register of the Chamber of Commerce under number 63878747, legally represented by Shenin Lebrun, is referred to in these general terms and conditions as “ Hustle & Heart ”.
2. You, a customer of Hustle & Heart, are referred to as “ Member ” in these general terms and conditions.
3. “The parties” are Hustle & Heart and Member together.
4. The agreement means the agreement to provide services between the parties to which the general terms and conditions have been declared applicable.
5. General terms and conditions mean these general terms and conditions of Hustle & Heart – Thrive TogetHER.
6. Services include participation and access to the online community year program that consists of various webinars. And is also referred to as an “ online community year program ”.
7. Force majeure means a circumstance that is not the fault of the party and for which the party cannot be held responsible according to law, legal agreements or general opinion. Force majeure also includes all external causes, foreseen or unforeseen, which the party cannot influence, but which do prevent the party from meeting its obligations.

### Article 2 – Applicability of general terms and conditions

1. These terms and conditions apply to all offers, agreements and deliveries of services and invoices from Hustle & Heart, unless otherwise agreed in writing.
2. All conditions also apply to third parties engaged by Hustle & Heart, unless otherwise agreed in writing.
3. The applicability of your own general terms and conditions is expressly rejected.
4. If one or more terms are invalid in whole or in parts, the other remaining terms will still apply.

### Article 3 – Amendment of general terms and conditions

1. Hustle & Heart is entitled to unilaterally change these general terms and conditions if it deems this necessary. If a change has taken place, Hustle & Heart will keep the Member informed and will provide new copy.

2. If changes to the general terms and conditions have demonstrable adverse consequences for the Member, the Member has the right to terminate the agreement.

#### **Article 4 – Offer**

1. The offer contains a complete and accurate description of the services offered so that it is clear to the Member what the rights, obligations and expectations are associated with accepting the offer.
2. By accepting the offer you agree to the general terms and conditions.
3. Hustle & Heart cannot be held to the offer if the Member could reasonably have understood that the offer contains (partially) obvious mistakes or errors.
4. By participating in the online community year program, Hustle & Heart offers members access to all sisterhood brunches during the year.

#### **Article 5 – Price and payment terms**

1. The prices stated in the offer, offers and invoices include the VAT due, unless otherwise agreed.
2. The price will not be increased during the period of validity stated in the offer, except for price changes as a result of changes in VAT rates.
3. A Membership fee is due from the moment of registration.
4. Hustle & Heart offers two options for payment of the offer
  - a. payable in one go by online payment or
  - b. Installments. The installments can only be paid by SEPA direct debit, with the first payment made upon registration by online payment. Subsequent installments will be collected on that day every month going forward.
5. For this purpose, the Member is asked to provide the necessary information and authorizations for the automatic collection of amounts due and the Member must ensure that there is sufficient balance.
6. If online payment and/or direct debit has not been successful, the Member will be in default by operation of law, without the need for any reminder. From that moment on, Hustle & Heart may refuse access to the online year program until the full amount has been paid.
7. If the Member remains in default after two or more payment reminders, Hustle & Heart will proceed with collection through a collection agency. The costs related to this collection will be at the expense of the Member.
8. If the Member is in default, it owes statutory interest and extrajudicial collection costs to Hustle & Heart from the moment it is in default until the moment the full amount is paid. The collection costs are calculated in accordance with the Besluit vergoeding voor buitengerechtelijke incassokosten (BIK, 1 juli 2012).
9. Hustle & Heart's claims on the Member are immediately due and payable.

#### **Article 6 – Registration**

1. Registration for the online year program is done electronically via the Hustle & Heart (website) link.
2. After registration, the Member will receive an e-mail confirmation with instructions for access to the online year program.
3. After registration, the Member has immediate access to the online year program and, depending on the registration date, also access to previous videos.

### **Article 7 – Right of withdrawal and cancellation**

1. After registration, the Member has fourteen (14) calendar days' reflection period, from the registration date, to cancel without (mandatory) stating reasons.
2. The Member must inform Hustle & Heart by e-mail within those fourteen days that they would like to withdrawal. The Member is then entitled to a refund of the purchase amount within 14 days.
3. If the Member cancels within the reflection period as mentioned in the first paragraph and the year program has started, Hustle & Heart may charge or retain costs pro rata for the Membership and claim 30% of the total offer price as cancellation costs.

### **Article 8 – Duration, implementation and amendment of the agreement**

1. The duration of the online community year program is twelve (12) months, from the date of registration.
2. The agreement only contains best efforts obligations for Hustle & Heart. Hustle & Heart provides the services to the best of its knowledge and ability and cannot be held responsible for failure to achieve Members' expected results.
3. Hustle & Heart has the right to have services provided by third parties.
4. It is the responsibility of the Member to inform Hustle & Heart of changes in personal data that may affect the agreement.
5. If changes to the agreement have demonstrable adverse consequences for the Member, the Member has the right to terminate the agreement.

### **Article 9 – Force majeure**

1. Parties cannot be held to fulfill their obligations if they are prevented from doing so as a result of force majeure. See Article 1 “definitions” for what is meant by force majeure.
2. In the case of Hustle & Heart:  
Hustle & Heart has the right to suspend the agreement until it can again meet its obligations.
3. In the case of Member:  
The Member or her family members must inform Hustle & Heart of the situation by e-mail as soon as possible or within one month.
4. When the situation referred to in the first paragraph occurs, the Parties are obliged to find an appropriate solution. If the situation lasts longer than thirty (30) calendar days after announcement, without an appropriate solution, the parties have the right to terminate the agreement in writing, without undoing terms.
5. All costs and hours worked until notification become immediately due and payable.

### **Article 10 – House rules**

1. Hustle & Heart will record video or photos during both online and offline services. If you do not wish to appear recognized on screen, please notify Hustle & Heart in advance by e-mail.
2. No personal video and/or sound recordings may be made during the online community year program.
3. Hustle & Heart expects all Members to behave respectfully during both online and offline services. If you cause a disturbance to the group, you may be excluded from participation, without the right to a refund of the amount already paid.

4. Members are responsible for their own attendance. If you are unable to attend, Hustle & Heart appreciates Members informing them in advance by e-mail.

#### **Article 11 – Liability and indemnification**

1. As previously indicated in Article 8, the contractor only has a best efforts obligation with regard to the agreement with the Member. Hustle & Heart carries out the work to the best of its knowledge and ability and cannot be held responsible for failure to achieve Members' expected results.
2. The Member remains responsible at all times for applying and/or carrying out knowledge and/or actions as advised by Hustle & Heart and/or third parties engaged.
3. Hustle & Heart can only be held liable for demonstrable direct damage caused intentionally or by gross negligence. Liability for indirect damage is excluded.
4. Hustle & Heart is not liable for damage caused by incorrect or incomplete Member personal information.
5. If Hustle & Heart is demonstrably liable for damage to the Member, the compensation is limited to the amount covered by the liability insurance. If no payment is made from the liability insurance, liability is limited to the invoice amount for the relevant service.
6. The Member indemnifies Hustle & Heart against all claims and/or statements and actions regarding the services provided by engaged third parties and/or other participating Members.

#### **Article 12 – Complaints procedure**

1. The Member is obliged to report complaints about the services provided to Hustle & Heart immediately or within thirty (30) calendar days by e-mail. The complaint contains a description of the shortcoming that is as detailed as possible, so that Hustle & Heart is able to respond adequately.
2. In any case, a complaint cannot lead to Hustle & Heart being obliged to perform work other than that agreed.
3. A complaint does not suspend ongoing payment obligations.

#### **Article 13 – Intellectual property**

1. Hustle & Heart retains ownership of the concept and/or design of the online community year program.
2. The Member may not reproduce and/or use for commercial purposes the content of the online community year program, the content of our website/online environment or the content of any other copyrighted information provided or made public by Hustle & Heart without her permission.

#### **Article 14 – Confidentiality and privacy**

1. The parties will keep all information (in whatever form) they receive from the online community year program confidential and will take all necessary measures to ensure that the said information also remains secret.
2. The confidentiality obligation described in this article applies for the duration of this agreement.

3. Hustle & Heart processes personal data properly and carefully and within the framework of the Algemene Verordening Gegevensbescherming (AVG) - General Data Protection Regulation (GDPR).

#### **Article 15 – Penalty clause**

1. If the Member violates the article of these general terms and conditions regarding confidentiality or intellectual property, the Member will forfeit to Hustle & Heart an immediately payable fine of €1,000 for each violation and an additional amount of €100 for each day that the violation continues. No prior notice of default or legal proceedings are required to forfeit this fine. There also does not have to be any form of damage.
2. Forfeiting the fine referred to in the first paragraph of this article does not affect the other rights of Hustle & Heart, including its right to claim damages in addition to the fine.

#### **Article 16 – Applicable law and competent court**

1. Every agreement between the parties is exclusively governed by Dutch law.
2. Before parties go to court, they must do everything they can to resolve the dispute between themselves.
3. If the parties cannot reach a mutual solution, the Dutch court in the district where Hustle & Heart is located will have jurisdiction to rule on the dispute.