

#### **Article 1. General**

1. These general conditions apply to all agreements regarding participation in or request for a course, training or any other form of education, or advice in the broadest sense of the word, referred to as 'trainings' from hereon, with Exciting Life, part of the Extra Mile Academy for Trainership and Coaching, referred to as 'Exciting Life' from hereon.
2. Any deviation from these conditions is only binding if it is confirmed in writing by the managing director of ExtraMile Academy for Trainership and Coaching.

#### **Article 2. Creation of the agreement**

1. The agreement between Exciting Life and the participant is created by:
  - a. Signature of the participant on the applicable application or registration form;
  - b. Registration or request for training by the participant through email or website and;
  - c. Written confirmation of the registration or request for training by phone, by Exciting Life to the participant.
2. The participant agrees to the general conditions of Exciting Life by signing the application or registration form.

#### **Article 3. Cancellation/ Suspension/ Move**

1. The trainee is required to pay €100,- administration costs when canceling up to 4 weeks prior to the start of the training. If canceled up to 2 weeks prior to the start of the training, the trainee is required to pay 50% of the training fee, otherwise 100%. If a trainee decides to postpone the training and communicates this within 2 weeks prior to the training, €100,- administration costs have to be paid, provided that the training will be done within one year.
2. Exciting Life has the right to cancel the training or refuse participation of a trainee, in which cases the trainee is entitled to repayment of the full amount paid to Exciting Life.
3. Exciting Life has the right to refuse participation of the trainee in a training or to suspend execution of the assignment if the trainee has failed to meet his payment obligation in due time.
4. If a training can not take place on the scheduled dates, the trainee will be informed about this within 24 (twenty-four) hours; In consultation then new data will be determined. Postponing the training for this reason does not entitle you to cancellation or damages.
5. If a participant can not follow the training on the scheduled dates, he has the right to enroll for other training dates in accordance with the first paragraph. The already paid entry fee will not be refunded, but will be charged as a cancellation fee.
6. If a participant withdraws during a training, there is no right to a refund unless explicitly agreed otherwise.

#### **Article 4. Prices and payment**

1. The participation fee must be paid prior to the start of the training, unless explicitly agreed otherwise.
2. The prices of the trainings are mentioned on the website of Exciting Life. Prices are mentioned in euros and including VAT. These prices are binding. Exciting Life has the right to change prices at any

3. The method of payment must be indicated on the registration form. If not paid in due time, the participant will owe a delay interest of 1% per month from the due date. In addition, if the collection of the due payment is to be transferred to third parties, all costs incurred, both judicial and extrajudicial, will be paid by the participant. The participant will be held liable for the payment of the participation fee at all times.

#### **Article 5. Intellectual property**

The copyright of the brochures, project materials and training materials published by Exciting Life is owned by Exciting Life, unless a different copyright owner is specified on the material itself. The trainee is not allowed to publish, multiply or disclose details, parts and/ or extracts or anything from materials with Essence copyright, without the explicit written approval of the managing director of Exciting Life.

#### **Article 6. Liability**

1. Exciting Life accepts liability against the trainee for damage that has been caused by an accountable inadequacy of Exciting Life when executing the agreement, though only when covered by the liability insurance and if the insurance company makes payment.
2. Exciting Life is not liable for what the trainee does with the gained knowledge after the training.
3. Exciting Life is not liable for any damage the trainee has suffered as a result of the cancellation of the training.

#### **Article 7. Forum and applicable law**

1. Dutch law applies to any agreement between Exciting Life and a trainee.
2. In case of disputes arising from agreements with Exciting Life, the parties will try to resolve them by means of mediation in accordance with the rules and regulations in force of the Dutch Mediation Institute in Rotterdam.
3. If it has not been possible to resolve a dispute as described above with the aid of mediation, this dispute will be settled by the Amsterdam District Court, except where compelling rules of relative competence will prevent this choice.

