

## Terms and conditions

### Article 1 - Applicability

1. These general terms and conditions apply to all oral and written quotations and agreements made by or with, and all related actions of, BreatheNautics, both of a preparatory and executive nature.
2. Not only BreatheNautics but also all persons or businesses involved in the execution of any assignment for the client can invoke these general terms and conditions.
3. These general terms and conditions also apply to additional assignments and follow-up assignments from the client.
4. Any purchasing or other general terms and conditions of the client are not applicable unless expressly accepted in writing by BreatheNautics.

### Article 2 - Company Description

1. BreatheNautics focuses on breathwork in the broadest sense.
2. BreatheNautics is registered with the Chamber of Commerce under number: 92537006.

### Article 3 - Definitions

1. The contractor in this document is BreatheNautics, which uses these general terms and conditions when offering its services.
2. The client in this document is the customer using the services offered by BreatheNautics.
3. An agreement is considered all agreements made between the client and the contractor regarding the services to be provided, both verbally and in writing.

### Article 4 - Execution of the Agreement

1. The contractor will execute the agreement to the best of their insight and ability. The contractor has an obligation of effort regarding the execution of the agreement and cannot be held accountable based on a result obligation.
2. By confirming the agreement and these general terms and conditions, the client gives permission for the use of their name, address, phone number, and email address by the contractor for recording in the client database for administrative purposes.
3. The client ensures that all information, which the client indicates is necessary or reasonably understood to be necessary for the execution of the agreement, is provided to the contractor in a timely manner.

4. If the necessary data for the execution of the agreement is not provided on time, the contractor reserves the right to suspend the execution of the agreement and/or charge the client for the additional costs resulting from the delay according to the usual rates.
5. If necessary for the proper execution of the agreement, BreatheNautics has the right to have certain activities performed by third parties. This will always be done in consultation with the client.
6. The contractor is not liable for any damage of any kind resulting from the contractor relying on incorrect and/or incomplete data provided by the client.

#### **Article 5 - Prices and Quotations**

1. All quotations and price quotes made by the contractor are non-binding, regarding price, content, and delivery time.
2. All quotations expire 30 days after the quotation date.
3. Quotations are based on the information available to the contractor. The client declares that all data and information have been provided to the contractor as completely and truthfully as possible.
4. An agreement is concluded when the signed quotation or contract, approved by the client, is received and accepted by the contractor and/or confirmed by email.
5. The agreement may include further price agreements, such as hiring third parties, hiring accommodation, resources, travel expenses, etc.
6. Prices in the quoted offers are exclusive of VAT unless otherwise agreed in writing.

#### **Article 6 - Payment Terms**

1. Payment must be made by bank transfer to NL78KNAB0775010847. The payment term is 14 days after the invoice date.
2. In case of late payment or failure to pay, the client is automatically in default, and the contractor reserves the right to immediately suspend the execution of the agreement. If the contractor hands over the claim for collection, the client is also obligated to pay the judicial and extrajudicial costs associated with this collection.

#### **Article 7 - Cancellation Conditions**

1. The client is obligated to communicate any cancellation or changes via email ([info@breathenautics.com](mailto:info@breathenautics.com)) to the contractor. In case of cancellation by the client, the client and the contractor will first discuss appropriate alternatives. If no suitable alternatives are possible, at the discretion of the contractor, cancellation conditions will apply.

#### **Article 7.1 - Cancellation Conditions for One-on-One Sessions or Group Classes**

1. In case of cancellation, the first consideration will be to determine if it's possible to reschedule the registration for another date.
2. Cancellation by the participant up to one week before the session/class date is possible without any charges. Already paid fees will be fully refunded unless the participant chooses another date.

3. In case of cancellation less than one week before the session/class date, a 25% fee of the invoice amount will be considered as an expense. Amounts paid above this expense will be refunded.
4. In case of cancellation less than four days before the session/class date, a 50% fee of the invoice amount will be considered as an expense. Amounts paid above this expense will be refunded.
5. If the participant cancels within 48 hours before the session/class, on the same day, or if the participant does not show up, the full amount is due, and no refund will be granted. There will be no option to reschedule to another date. Exceptions are serious circumstances, at the discretion of BreatheNautics.
6. In case of the client's non-appearance at a scheduled meeting, the costs for the meeting will be charged, and the client is obligated to pay them.

#### **Article 7.2 - Cancellation by the Contractor**

1. If, due to unforeseen circumstances, an activity needs to be canceled by the contractor, the contractor accepts no liability for any damages resulting from the cancellation. In such cases, the client can either reschedule for a new date through mutual agreement or cancel with no payment obligation. If no new date is scheduled, already paid amounts will be refunded.
2. If an agreement is made between the client and the contractor, and it becomes apparent on the appointment day that conducting the session is not justifiable – at the discretion of the contractor, the contractor is not obligated to refund any amounts already paid.

#### **Article 8 - Confidentiality**

1. All parties are obligated to confidentiality regarding everything discussed during or in the context of sessions or classes.
2. In case of imminent danger to the client, the contractor, or society, the contractor reserves the right to break confidentiality and inform the authorized and designated authorities.
3. If, based on a legal provision or a judicial decision, the contractor is obliged to provide confidential information to third parties designated by law or the competent judge, and the contractor cannot invoke a legally recognized or allowed right of non-disclosure, the contractor is not obliged to pay damages or compensation.

#### **Article 9. Intellectual Property**

1. To the extent that copyrights, trademark rights, design rights, trade name rights, or other intellectual property rights are vested in the services provided by BreatheNautics in the execution of the agreement, BreatheNautics remains the holder or owner of these rights. The client may only use the tangible carriers of these rights for the purpose for which they are provided to the client, may not reproduce them, and may not modify or remove copyright, trademark, design, trade name, and other designations.
2. BreatheNautics reserves the right to use the knowledge gained during the performance of the work for other purposes, as long as no confidential information is disclosed to third parties.

## **Article 10 - Data Protection**

1. Information provided by participants is treated confidentially by BreatheNautics. BreatheNautics complies with the rules of the GDPR (General Data Protection Regulation). See also the privacy statement.

## **Article 11 - Liability**

1. Participation in activities of BreatheNautics is at the participant's own initiative and risk.
2. The contractor accepts no responsibility for the consequences of incorrect and/or incomplete information provided by the client.
3. The contractor accepts no liability, in any case, for damages arising from or in connection with the services provided.
4. The liability of the contractor is limited to the invoice value of the assignment, or the part of the assignment to which the liability relates.
5. Contrary to what is stipulated in paragraph 4 of this article, in the case of an assignment with a duration longer than six months, the liability is further limited to the invoice amount due for the last six months.
6. The contractor is not liable for direct or indirect damage suffered by the client as a result of actions or decisions made during a session/class.
7. The client remains responsible for their choices at all times.
8. Any liability of the contractor for business damage or other indirect damage or consequential damage, of any kind, is explicitly excluded.
9. If, in connection with the provision of services by the contractor or otherwise, damage is caused to persons or property, for which the contractor is liable, that liability is limited to the amount of the payment under the general liability insurance taken out by the contractor, including the deductible that the contractor bears in connection with that insurance.

## **Article 12 - Complaints Procedure**

1. If the client has complaints about the work performed, the client must notify the contractor in writing within 14 days of the complaint arising. After becoming aware of and discussing the complaint with the client, the contractor will make every effort to implement the chosen solution.

## **Article 13. Final Provision**

1. In all cases not provided for in these general terms and conditions, the decision rests solely with BreatheNautics.