

## Terms and Conditions Live Your Choice

### Glossary

**Live Your Choice:** represents the trade names Live Your Choice, Power Tapping and Dissolving Trauma, which are used by Ms Sandra Bijl, located at Hilleborg 20, 5091 TM Middelbeers.

**Offer:** stands for offer, quotation or proposal.

**Agreement:** stands for agreement, order confirmation or contract.

**Assignment:** coaching (1 or more sessions), training, workshop, meditation, retreat or project (e.g. Dissolving Trauma Documentary).

**Client:** is a client or customer who is responsible for giving the assignment to Live Your Choice.

**Participant:** is the one who is actually participating in the program, workshop, meditation, retreat or session.

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Live Your Choice, Power Tapping and Dissolving Trauma (hereinafter referred to as Live Your Choice) aims to deliver quality. Live Your Choice will comply with the requirements of due care, legal validity, reasonableness, reliability and know-how. However, there is only a best effort obligation and not a result obligation. Live Your Choice implements these principles as follows.

### 1.0 Applicability

1.1 These terms and conditions apply to all agreements with Live Your Choice, including but not limited to coaching, trainings, workshops, meditations, retreats, projects, documentaries and written books. Concerning participation or assignment to hold these and other forms of knowledge transfer.

1.2 Deviations from these terms and conditions are only binding if and insofar as they have been confirmed in writing by Live Your Choice.

### 2.0 Offer and agreement

2.1 At the request of client or customer (hereinafter referred to as client) Live Your Choice will provide the client with an offer in the form of an offer, quotation or proposal (hereinafter referred to as offer) or order confirmation or agreement or contract (hereinafter referred to as agreement) with a description of the content of the services, the costs (or investment) and possibly the minimum and maximum number of participants.

2.2 An offer is valid for a maximum of 14 days unless explicitly stated otherwise on the offer. An offer can be revoked. Acceptance of the offer after the mentioned period has no binding conditions for Live Your Choice.

2.3 The agreement between the client and Live Your Choice is established by accepting an offer from Live Your Choice. In case of 'open registrations' for a training course, workshop, meditation, retreat or project, for example by signing the appropriate registration form. In case of coaching by signing the intake form by both client and (Power Tapping) coach.

2.4 Verbal commitments only bind us after Live Your Choice has explicitly confirmed this verbal commitment in writing.

### **3.0 Cancellation by client**

3.1 The client for a coaching, training, workshop, meditation, retreat or project (hereinafter referred to as assignment) has the right to cancel participation in, or the assignment for an assignment by registered letter provided it does not concern free coaching, training, workshop, meditation or retreat. After all, Live Your Choice already incurs costs during the preparation, so cancellation is not free of charge in all cases.

3.2 In the event of cancellation more than one month before the start of the assignment, the client is obliged to pay 50% of the agreed amount for administration costs, with the exception of coaching or meditation.

3.3 In case of cancellation between one month and two weeks before the start of the assignment, the client is obliged to pay 75% of the agreed amount, with the exception of coaching or meditation.

3.4 In the event of cancellation shorter than two weeks, the client is obliged to pay the full agreed amount, with the exception of coaching or meditation.

3.5 In case of cancellation of coaching or meditation within 24 hours before the start of the coaching or meditation, the client is obliged to pay the full agreed amount.

3.6 In the event that the client or the participant designated by the client, terminates participation prematurely after the start of the assignment, or otherwise does not participate in the assignment, the client is not entitled to any reimbursement.

### **4.0 Cancellation by Live Your Choice**

4.1 In case of a workshop, meditation or project with 'open registration', Live Your Choice has the right to cancel the workshop, meditation or project without giving reasons or to refuse the participant designated by the client, in which cases the client is entitled to a refund of the full amount paid by this client to Live Your Choice, if applicable, within 14 days.

4.2 Live Your Choice has the right to change the training location when fewer or more participants are present than expected.

4.3 Live Your Choice will talk to less than the minimum number of participants about the passage, cancellation or reschedule of the assignment, provided it is not an 'open registration'.

4.4 Live Your Choice has the right to cancel the assignment in case of moral reasons or to refuse the participant designated by the client, in which cases the client is entitled to a refund of the full amount paid by this client to Live Your Choice within 14 days, as long as it is not an 'open registration'.

## **5.0 Communication**

5.1 The client shall always timely provide Live Your Choice with all cooperation, data and information which Live Your Choice deems necessary or useful in order to be able to carry out the assigned activities.

5.2 In case it has been agreed that the client will provide Live Your Choice with materials, information carriers and/or data on information carriers, these will meet the specifications that Live Your Choice will communicate to the client.

5.3 Questions of an administrative nature will be answered within a week. Should a letter require a longer processing time, Live Your Choice will send the client an acknowledgement of receipt within one week and give an indication when they can expect an answer.

## **6.0 Changes during the assignment with regard to the client**

6.1 Although Live Your Choice will always sympathetically consider a request to agree to changes, additions and corrections to the agreed work, Live Your Choice is in no way obligated to do so.

6.2 Such agreement can only be given explicitly and in writing.

6.3 When Live Your Choice agrees to the changes, additions or correction of agreed upon activities, such a change, addition or correction may affect the agreed upon price and/or the time of execution. Additional work will always be charged to the client by Live Your Choice in accordance with the applicable rates from the drawn up and signed agreement. Although less work may lead to a reduction of the agreed price, Live Your Choice reserves the right to charge the client for the costs incurred by Live Your Choice, the manhours and travel time and costs that cannot be used economically in any other way, as well as the loss of profit.

6.4 The client will be informed as soon as possible, within the duration of the project, of the accepted changes and the associated costs.

6.5 When the client or Live Your Choice cancels the assignment, arrangements will be made for the financial completion. Live Your Choice reserves the right to charge the client for the costs incurred by Live Your Choice, the man-hours and travel time and costs that cannot be used economically in any other way, as well as the lost profit.

## **7.0 Confidentiality**

7.1 Parties involved, client, participant and employees of Live Your Choice are obliged to keep confidential all confidential information that they have obtained from each other or from another source within the framework of their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information. In the event of termination of an agreement, for whatever reason, the said confidentiality obligations shall remain in force.

7.2 Live Your Choice has non-disclosure agreements with its suppliers, parties, organisations and individuals when applicable and with which it collaborates on assignments and projects.

7.3 This is laid down in the document “AVG details LYC – data register” and “Privacy Statement” in accordance with the General Data Protection Regulation (AVG). In the document “Customer intake agreement” the customer, client or participant together with employee Live Your Choice is completed and signed by both parties, in which reference is made to these General Terms and Conditions.

## **8.0 Intellectual property**

8.1 Without limiting article 7. (Confidentiality) of these Terms and Conditions, Live Your Choice reserves the right and power provided under the Copyright and Portrait Act (Quitclaim)..

8.2 All documents provided by Live Your Choice, such as reports, reports, information, booklets, books and other expressions, are exclusively intended to be used by the client and may not be reproduced, made public or brought to the attention of third parties without the prior consent of Live Your Choice. These documents remain the intellectual property of Live Your Choice at all times.

8.3 Live Your Choice also reserves the right to use the knowledge gained through the execution of the work for other purposes.

## **9.0 Price**

9.1 The prices of Live Your Choice are net prices, inclusive of VAT and other taxes imposed by the government. The prices are excluding travel and other expenses, which are approved in advance and are invoiced afterwards based on actual cost.

9.2 If the client is not liable for VAT, Live Your Choice has the right to charge VAT anyway.

9.3 Live Your Choice can request the client to pay a reasonable advance for participating in a training, workshop, retreat or project. This is to ensure a place with a minimum and maximum number of participants and to cover the costs that have to be made in advance of the execution date. In case of a request for an advance payment, the client is obliged to pay this advance payment. In the absence of timely payment, the client is immediately in default and Live Your Choice is entitled to suspend its activities or dissolve the agreement.

## **10.0 Payment**

10.1 Unless expressly stated otherwise in writing by Live Your Choice in the agreement, payment of the order must be made within 10 or 14 days after the invoice date (stated in the invoice). In case of late payment, the client is immediately in default. No notice of default is required.

10.2 The payment of workshops and meditation should be paid before the actual event, as indicated in advance.

10.3 The payment of a coaching trajectory (multiple coaching sessions agreed in advance) must be paid prior to the first session. Any deviation is only by mutual agreement by both parties in writing.

10.4 If the client has not paid an invoice within the set payment term, the client is immediately in default. Live Your Choice is also entitled, without any summons or notice of default being required, to charge statutory (commercial) interest on the amount of the invoice, calculated from the due date of the invoice. If and as soon as Live Your Choice subsequently hands over the claim for collection, the client will also owe Live Your Choice an amount of all costs related to the collection, both judicial and extrajudicial, which are set at 15% of the amount to be collected with a minimum of € 500,- per unpaid invoice.

10.5 Client does not have the right to suspend or adjust any payment obligation (without Live Your Choice permission).

10.6 At the first request of Live Your Choice, both prior to and during the execution of the Agreement, Client/Customer is obliged to provide (additional) security for the fulfilment of its obligations. For this purpose, at the first request of Live Your Choice, a (silent) pledge is to be established on behalf of Live Your Choice on movable property to retain all present and future claims of Live Your Choice against third parties, as security for payment of all present and future claims of Live Your Choice against Client/Customer, including collection costs, interest and penalties. The Client/Customer declares to be authorized to pledge. The Client/Customer hereby grants an irrevocable power of attorney to Live Your Choice to establish a (non-possessory) pledge on all goods on behalf of the Client/Customer for the benefit of Live Your Choice.

## **11.0 Copyright and Portrait Rights**

11.1 The copyright and portrait rights to the brochures, booklets and books published by Live Your Choice and all material designed, made, compiled and used in an assignment rests with Live Your Choice, unless another copyright relating to the work itself has been indicated. Without the explicit written permission of Live Your Choice, the client will not publish or reproduce in any way any information from parts and/or excerpts or any material.

11.2 Live Your Choice assures, that all efforts are made to apply the correct copyrights and portrait rights (Quitclaim) and permission has been attained from the person portrayed in the photo, film or text used for social media, newsletters, websites or any other communication methods. When this is not the case, immediate action will be taken and the specific item will be removed.

## 12.0 Liability

12.1 The liability for damages for Live Your Choice is limited to the extra costs that the client has to incur as a result of someone else having to complete the unfinished assignment. However, Live Your Choice shall never be liable for the mere delay in the execution of the agreed activities. Any liability for indirect damage is furthermore explicitly excluded, including but not limited to: business damage, loss of profit, missed savings, damage due to business stagnation, e.g. by (temporary) deterioration in (physical) condition, and other consequential or indirect damage that is the result of not, not timely or not properly performed by Live Your Choice, except liability caused by intent or recklessness of Live Your Choice.

Live Your Choice makes every effort on behalf of its clients. However, there may be situations in which Live Your Choice is liable. Live Your Choice tries to find a balance between, on the one hand, limiting liability within the framework of its business operations and continuity and, on the other hand, the possibility for clients to recover damages. In so far as Live Your Choice is not liable or has excluded liability, the client is obliged to insure himself against the following risks.

12.2 Live Your Choice is not liable for damage caused by the acts or omissions of the client or by persons appointed by the client or for which the client is otherwise responsible.

12.3 The client indemnifies Live Your Choice and its employees or external parties who carry out assignments in the name of Live Your Choice, for claims of third parties with regard to damage caused by the use made of the goods delivered by Live Your Choice.

12.4 Although EFT has produced remarkable clinical results, it should be considered as being in the experimental phase and therefore coaches and users of EFT should take their own responsibility. Live Your Choice does not take responsibility when clients, principals or participants start working with EFT themselves. Furthermore, Gary Craig and Sandra Bijl are not accredited doctors or specialists and offer EFT and all other methods as a dedicated user and as a personal (performance) coach. If you are going to use EFT yourself, consult your own qualified doctors and specialists and work with them. Live Your Choice is committed to its clients, but cannot guarantee results.

12.5 The Live Your Choice is, except in the case of intent or gross negligence on the part of the Live Your Choice, never liable for damages suffered by the Client, its personnel and/or third parties, of whatever nature, arising from or related to the Agreement.

12.6 The liability of the Live Your Choice is limited to the direct damage actually suffered by Client.

12.7 Without prejudice to the provisions of article 12.5 and 12.6, the liability of Live Your Choice is at all times limited to the amount covered and paid out by the insurer of Live Your Choice. If the insurer does not pay out or if the Live Your Choice is not insured or has no coverage, the liability shall be limited to the amount of the invoice amount. In case of partial deliveries on continuous orders or routes, the liability is limited to the amount of the last partial delivery or invoice.

### **13.0 Disputes**

13.1 The agreement with the client is exclusively governed by Dutch law.

13.2 All disputes shall be settled by the Dutch competent court, even if the client is domiciled abroad and a treaty provision designates a foreign court as competent.

13.3 Disputes arising from an agreement to which these General Terms and Conditions apply and which do not fall within the competence of the subdistrict court shall be submitted to the competent court in the place of establishment of Live Your Choice.

### **14.0 Reflection period**

14.1 After registering for an assignment, the participant has a reflection period of seven (7) working days.

14.2 After registering for an assignment, the client has a reflection period of seven (7) working days, provided that nothing is stated in the agreement.

### **15.0 Complaints procedure**

15.1 If you, as a client, have a complaint, you will receive a response within 2 weeks.

15.2 We aim to resolve your complaint within four weeks. Should the handling take longer, you will be informed.

15.3 Of course you can count on confidentiality on our part.

15.4 We will of course first of all make every effort to solve the problem together with you.

15.5 In the unlikely event that this does not succeed, an independent third party will be called in. That third party may be a jointly chosen mediator. The decision of the third party is then binding.

15.6 Complaints are recorded and kept for three years.

### **16.0 Execution, reports and warranty**

16.1 Live Your Choice guarantees that the work will be carried out in a professional manner and to the best of your knowledge and ability.

16.2 In all cases where Live Your Choice deems it useful or necessary, it has the right, in consultation with the client, to have certain activities carried out by third parties or to be assisted by third parties. By doing so, the client gives permission in advance.

16.3 The client shall ensure that all information, which Live Your Choice indicates is necessary or which the client should reasonably understand is necessary for the execution of the agreement, shall be provided to Live Your Choice in a timely manner. If the information necessary for the execution of the agreement is not timely provided to Live Your Choice, Live Your Choice has

the right to suspend the execution of the agreement and/or to charge the additional costs resulting from the delay to the client according to the usual rates.

16.4 Live Your Choice is not liable for damages, of whatever nature, caused by Live Your Choice based on incorrect and/or incomplete information provided by the client, unless this incorrectness or incompleteness should have been known to Live Your Choice.

16.5 If it has been agreed that the agreement will be executed in phases, Live Your Choice may suspend the execution of those parts belonging to a following phase until the client has approved the results of the preceding phase in writing.

16.6 In order to ensure that professionalism remains at a required level, we have regular internal consultations on topics in our field through intervision. In addition, Live Your Choice representatives/employees give each other interactive feedback and exchange didactic forms of work, study materials and other ideas.

16.7 The execution of the assignments will be evaluated both in writing and orally. Naturally, these evaluations are available to the client and participant. At the same time, they form an important part of our internal quality control.

16.8 Reports will only be written when agreements have been made and recorded in the agreement with the client and participant. This specifically describes the points that the report must comply with.

16.9 Live Your Choice can in no way guarantee the results, progress and responsibility of the client, participants of projects or clients for Live Your Choice assignments.

## **17.0 Ethics and Code of Conduct**

17.1 Live Your Choice and its employees subscribe to a code of ethics: respect, integrity, confidentiality, trustworthiness, honesty, responsibility and professionalism. This code relates to the quality enforcement and monitoring of our assignments, the expertise and the way in which we communicate with clients and clients and build a relationship.

## **18.0 Force majeure**

18.1 Circumstances beyond the will and control of Live Your Choice, whether or not foreseeable at the time of the conclusion of the agreement, which are of such a nature that compliance with the agreement cannot reasonably be required of her, constitute force majeure. Force majeure, permanent or temporary, releases Live Your Choice from its obligation to fulfil the agreement.

18.2 Force majeure also includes all circumstances beyond the control of Live Your Choice and client or participant, which are not due to the fault of one of the parties and which are of such a nature that it is unreasonable or impossible to demand compliance with the agreement against one of the parties.

18.3 In the event of force majeure, neither party shall be obliged to comply with the agreement, nor to pay any compensation. Cases of force majeure include (but are not limited to): strikes,



company blockades, business interruptions, lack of energy and/or telecommunication facilities, exceptional generalised serious transport disruptions, state measures, wars, terrorist attacks, natural disasters, epidemics. Illness of the client or client is expressly excluded as a case of force majeure.

## **19.0 Applicable law**

19.1 Every agreement between Live Your Choice, the client, the customer and the participant is exclusively governed by Dutch law.