



Terms and Conditions Maris Coaching

Article 1 Introduction

1.1 For the readability of the document I chose the "I" form. Wherever you read "I" or "me" or "my", the company Maris Coaching is meant.

Maris Coaching is registered under the name Maris Mediation & Advocatuur, established in Overveen, the Netherlands, Dutch Chamber of Commerce no. 5953525.

Contact via: support@mirjammaris.com

Article 2 Conditions for participation in programs

2.1 Both individuals and entrepreneurs can participate in my programs.

2.2 I share my knowledge, experience and tools in my programs. You must set aside sufficient time for the assignments to follow the program. I can't guarantee that following my programs generates success in your life or business. I will make every effort to ensure that you have the right tools to successfully follow and complete programs. And within limits I am available for you during the duration of the program. The support I offer depends on the program you purchase. The support is described on the website of the various programs.

2.3 In other words, the legal relationship between you and me is an assignment agreement, unless agreed otherwise in writing. All assignments include "best effort"-obligations and never an obligation of results. The applicability of articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code is expressly excluded.

2.4 In accepting these terms, you acknowledge that there are no guarantees concerning the level of success you may experience. Each person's results will vary. You take full responsibility for your own success and effort in the program.

Article 3 Cooling period, cancellation policy and money back guarantee

3.1 By Dutch Law you have a cooling period of 14 days after registration (Amsterdam time). This cooling period is only valid for *customer registrations*. To send in a request for a refund within those 14 days, please send an e-mail to support@mirjammaris.com, letting me know your name, e-mailaddress, the name and registrationdate of the program. I will refund within 14 days of receiving the request.

3.2 Upon registration, you will be presented the option to have access to the online materials right away, during the cooling period, in which case you agree to receive upon a request for refund an amount in ratio to the services delivered. For instance, for an 8 week program, I make materials available per week in the first 6 weeks, so a request for refund within the first 7 days means 5/6th fee refund and within day 8-14 a 2/3rd refund.

3.3 In case you don't agree with article 3.2 you always have the option to ask me to receive the materials after the cooling period, and wait 14 days for access. Please e-mail me upon registration on support@mirjammaris.com if you wish to do so.

3.4 After the cooling period, there is no refund or cancellation possible. You explicitly agree that article 7:408 paragraph 1 of the Dutch Civil Code does not apply and that early termination is not possible.

Article 4 Payment

4.1 Payments can be made in one go or in installments, if that is offered in the specific program. If you've paid in installments, even after completion of the program the obligation to pay exists.

4.2 If you are behind with payments, I reserve the right to cancel a coaching session and suspend my obligations until you get the have paid the relevant period (s). After payment you can make a new appointment for the session, but the coaching interview must be within the duration of the program. I do not guarantee that I still have room in my agenda catch up on a session.

4.3 Offers, prices or quotes do not automatically apply to future programs or quotations.

Article 5 Intellectual property / use of materials.

5.1 I possess the intellectual on the texts, materials of the program property rights. You may use the materials during and after the program. It is not allowed to share this with third parties, unless I have given explicit permission in writing.

5.2 It is also not allowed to sell the knowledge gained commercially or to include in a private program, unless I have given explicit permission in writing.

Article 6 Materials and licenses

6.1 I strive for the materials to be online for life for my participants accessible, but I can't guarantee this. If I remove the materials, or move to another URL, I will always give you a 3 (three) months' notice in advance, by e-mail, to enable you to download them or to save them in another way. I will always send this message to the latter e-mail address you have communicated to me. Not passing on a new e-mail address is at your risk.

Article 7 Complaints

7.1 If you are dissatisfied with the program or part of the program or support from me, you must inform me as soon as possible and let me know by sending an e-mail to support@mirjammaris.com. I need to receive a clear description of the complaint, which enables me to respond and - if the complaint is justified - to correct it. If a complaint is not clearly defined, unfortunately I won't be able to handle it.

7.2 Complaints must be submitted within 14 days of following that specific module. If you report the complaint later, you are not entitled anymore to any repair, replacement or compensation.

7.3 Complaints submitted will be dealt with within a period of 14 days, maybe 3 weeks in holiday season. If a complaint has a foreseeable longer processing time, an answer will be given within the 14-day period message of reception and an indication when a more detailed answer is possible expect.

7.4 Even if you send a complaint, your obligation to pay will continue to exist.

Article 8 Liability

8.1 Besides intent or deliberate recklessness, the total maximum liability due to an attributable shortcoming in the performance of the agreement (*Dutch: enige tekortkoming in de nakoming van de overeenkomst*) or for any other reason is limited to compensate for *direct* damage to the amount of the price stipulated for that agreement, excluding VAT.

8.2 The liability for indirect damage, such as; consequential damage, lost profit, missed savings, reduced goodwill, damage due to business stagnation etc. is excluded.

8.3 In the event of an attributable shortcoming, you must first inform me in writing with a reasonable period of time so that I am able to meet my obligations to comply with, or to correct any errors, or to limit damage, or to levy.

Article 9 Privacy

9.1 I take the privacy of my clients very seriously and I only use your personal data in the context of my services. I stick to the legal rules concerning the protection of personal data.

Article 10 Other

10.1 Deviations from these General Terms and Conditions only apply if these have been agreed in writing between me and you.