

GENERAL TERMS AND CONDITIONS FOR EARTH EDUCATIONAL ACTIVITIES

EARTH Association for Regression Therapy

Article 1: Definitions

- 1.1 **Registration:** registration of a participant for an EARTH educational activity, in which connection an agreement is concluded between EARTH and a participant;
- 1.2 **Participant:** any natural or legal person who registers as participant by means of the registration form;
- 1.3 **EARTH:** EARTH Association for Regression Therapy;
- 1.4 **Educational activity:** a conference, convention, webinar, course or any other supplementary and/or refresher training activity organised by EARTH. This also includes activities organised by EARTH during which people learn from each other by exchanging information, such as on the basis of peer supervision.

Article 2: Applicability

- 2.1 The general terms and conditions apply to all agreements between EARTH Association for Regression Therapy, hereinafter referred to as 'EARTH' and a member/non-member of EARTH, hereinafter referred to as 'participant' in an educational activity, unless the parties deviated from these conditions expressly and in writing.
- 2.2 In addition to participants in the educational activity, the general terms and conditions also apply to members of EARTH who are involved in the performance of the agreement.
- 2.3 EARTH declares these general terms and conditions applicable to all educational activities that are part of EARTH's (open) offer, possibly co-organised by another party or other parties, for which people can register (individually) with EARTH or with a cooperating partner of EARTH.
- 2.4 EARTH also declares these general terms and conditions applicable to all of EARTH's educational activities possibly co-organised by another party or other parties, which may be attended without registration.
- 2.4 Participants accept the general terms and conditions by registering.
- 2.6 The version of the digital confirmation of registration stored by EARTH applies as evidence, subject to evidence to the contrary provided by the participant. Confirmation of registration sent by EARTH will be deemed to have received by the participant on the date of dispatch, unless the participant proves that this confirmation was not received. Insofar as the confirmation of registration was not received as a result of delivery problems and/or problems relating to access to the participant's e-mail box, such will be for the participant's risk.

Article 3: Registration

- 3.1 If applicable, the prices indicated in the offer are inclusive of administration costs unless indicated otherwise.
- 3.2 Registration for an educational activity takes place by means of a registration form fully completed by or on behalf of the participant that was sent digitally by or on behalf of the participant via the website and received by EARTH.
- 3.3 EARTH sends a digital confirmation of registration to the participant by e-mail following receipt of the registration form. This confirmation is provided subject to the suspensive condition of the activity going ahead, payment, availability of the location and compliance with specific admission requirements, which may apply to that activity.

- 3.4 The personal data of participants may be included in the administration set up for this purpose and may be used to announce any subsequent educational activities by EARTH.
- 3.5 EARTH may impose requirements regarding the maximum number of participants or granting EARTH members temporary priority where it concerns participation.
- 3.6 EARTH may oblige participants to complete and sign an audio visual consent form.

Article 4. Subject to changes

- 4.1 EARTH complies as much as possible with all communications in an announcement of an educational activity, such as with respect to the content, location and time.
- 4.2 EARTH will have the right to deviate from an announcement insofar there is a reasonable or necessary reason for doing so, such as in case of illness on the part of one or more speakers/trainers/board or organisation members. If this is the case, EARTH will adhere as far as possible to the original announcement of an educational activity.
- 4.3 EARTH reserves the right at all times to change the date and location of the educational activity or to cancel or stop the educational activity.
- 4.4 In the event the fact that the educational activity does not go ahead or is stopped is caused by force majeure as referred to in Article 6:75 of the Dutch Civil Code, there will be no entitlement to compensation of any damage.
- 4.5 Force majeure includes but is not limited to: strikes, government measures, natural disasters, force majeure on the part of suppliers, force majeure on the part of the lessor of the location, force majeure on the part of one or more speakers/trainers/board or organisation members, epidemics and pandemics.

Article 5. Payment

- 5.1 Payment takes place pursuant to an invoice by means of a bank transfer or via TransferWise iDeal, or PayPal, unless the parties have expressly agreed otherwise in writing. Participants receive the invoice immediately when registering for an educational activity. Additional costs may be charged upon payment in case of some payment methods such as PayPal. These costs are for the participant's account.
- 5.2 The participant is responsible for payment.
- 5.3 If the participant fails to pay, the participant will be in default by operation of law. If this is the case, the participant will then be liable for the statutory costs relating to interest and the collection costs that arise therefrom, in accordance with the Extrajudicial Collection Costs (Fees) Decree.
- 5.4 The following applies to all registrations: no access to the educational activity in case of an outstanding payment, unless the parties have expressly agreed otherwise in writing.

Article 6. Suspension, dissolution and early termination of the agreement by EARTH

- 6.1 EARTH has the right to suspend compliance with the obligations arising from the agreement or to dissolve the agreement, inter alia, but not limited to the following cases:
 - a. EARTH is of the opinion that there are insufficient registrations for an activity. This is indicated in the announcement of the activity;
 - b. Force majeure applies as referred to in Section 6:75 Dutch Civil Code.
Force majeure includes but is not limited to: strikes, government measures, natural disasters, force majeure on the part of suppliers, force majeure on the part of the lessor of the location, force majeure on the part of one or more speakers/trainers, epidemics and pandemics.
 - c. The participant fails to comply with the obligations arising from the agreement or fails to comply with them in full or on time, such to be determined by EARTH;

- d. At the time the agreement was concluded, the participant was requested to provide security for compliance with his/her obligations arising from the agreement and this security is not provided or is insufficient;
 - e. EARTH can no longer be expected to comply with the original conditions as a result of the fact that the obligations arising from the agreement are not complied with.
- 6.2 EARTH has the right to deny the participant access to the activity if the participant has not complied with his/her financial and other obligations towards EARTH prior to the activity. The participant is nevertheless obliged to pay the amounts charged to him/her.
- 6.3 In case of suspension, EARTH will have the right to charge the additional costs resulting from that suspension. This includes among other things but is not limited to the costs of inflation and costs related to price increases applied by suppliers.

Article 7. Time for reflection, suspension, dissolution and early termination of the agreement by the participant.

- 7.1 Cancellation on the basis of the right of withdrawal up to 14 days after registration can only take place in writing by e-mail. The date of receipt of the participant's e-mail by EARTH applies as cancellation date.
- 7.2 The participant will pay EARTH compensation in case of cancellation. Unless the parties have expressly agreed otherwise in writing, it will amount to the following:
- a. 20% of the agreed price in case of cancellation up to six months before the commencement date;
 - b. 50% of the agreed price in case of cancellation up to three months before the commencement date;
 - c. 75% of the agreed price in case of cancellation up to two to three months before the commencement date;
 - d. 100% of the agreed price in case of cancellation within two months of the commencement date.

Article 8. Unavailability of the teacher/trainer/speaker as a result of force majeure

- 8.1 In the event a teacher/trainer/speaker is unavailable as a result of force majeure, EARTH will make every effort to arrange for an adequate replacement of similar calibre. If this proves impossible, EARTH will present an alternative date for this activity as soon as possible. EARTH is not obliged to pay compensation in this case. Any expenses incurred or loss of income on the part of the participant cannot be charged to EARTH. Participants cannot cancel the educational activity free of charge in connection with the unavailability of a teacher/trainer/speaker in respect of which EARTH has arranged for a replacement, unless the parties have expressly agreed otherwise in writing.

Article 9. Copyright and intellectual property rights

- 9.1 All copyrights and intellectual property rights relating to EARTH and the educational activities are the property of EARTH and/or the trainers, speakers or teachers.
- 9.2 The copyright to the brochures and course materials published by EARTH is vested in EARTH, unless a different copyright holder is indicated on the work itself. The participant will not publish or reproduce in any way data from parts of and/or extracts from any material, including video and/or audio recordings, without EARTH's express, written approval.

Article 10. Limitation of liability

- 10.1 EARTH is never liable for damage sustained by the participant during the performance of the agreement, unless this damage is the direct consequence of an intentional act or gross

negligence on the part of EARTH or third parties engaged by it. EARTH is never liable for consequential damage or personal injury or loss of income.

- 10.2 Participation in an educational activity takes place at the participant's own risk. EARTH is not liable for damage that arises during or as a consequence of the attendance of an educational activity.

Article 11. Privacy statement

- 11.1 EARTH processes personal data in order to be able to perform agreements. EARTH has formulated a privacy policy for the processing of the personal data, which can be found on its website.

Article 12. Disputes

- 12.1 EARTH considers it important to have satisfied members and other participants. However, misunderstandings may arise and errors can be made where work is performed. In the event a participant is not satisfied with our products or services, he/she will be able to contact the activity provider or providers in question or submit a formal complaint.

Article 13. Law

- 13.1 All agreements concluded with EARTH are governed by Dutch law. The complaints procedure does not exclude the possibility of participants applying to the competent Subdistrict Court of the court district in which EARTH has its registered office.