

GENERAL TERMS AND CONDITIONS OF CAMP BURNOUT

Clause 1. Definitions

Camp Burnout:

The private limited liability company Rik Eysink Smeets Beheer BV, as listed in the Commercial Register of the Chamber of Commerce under number 69150141.

Services:

All services that can be purchased at Camp Burnout, including, but not limited to, the Camp Burnout Online Recovery Programme (*Camp Burnout Online Herstelprogramma*).

User:

The party using the services of Camp Burnout.

Clause 2. Applicability

Clause 2.1

These General Terms and Conditions apply to all offers, including contracts, with Camp Burnout, and all services supplied by Camp Burnout. Deviations from these General Terms and Conditions will only apply if and to the extent that Camp Burnout has approved such deviations explicitly and in writing.

Clause 2.2

Camp Burnout is entitled to amend and readopt these General Terms and Conditions at any time. In such event, the most recent text of these General Terms and Conditions will apply.

Clause 2.3

Once these General Terms and Conditions have been applicable to the legal relationship between Camp Burnout the User, the User will be deemed to have assented in advance to the applicability of these General Terms and Conditions to any contracts concluded after that point.

Clause 2.4

If one or more provisions of these General Terms and Conditions are void or voided, the other provisions of these General Terms and Conditions will remain in full force and effect. In that case, Camp Burnout and the User will enter into consultations in order to agree on new provisions to replace the void and/or voided provisions, taking the objective and purport of the original provisions into consideration as much as possible.

Clause 3. Formation of a contract

Clause 3.1

All offers made by Camp Burnout are free of obligation and non-binding unless expressly stated otherwise in an individual written and targeted offer that also contains a term for acceptance.

Clause 3.2

Camp Burnout will confirm the User's written acceptance by way of a confirmation e-mail. That moment, or at the moment Camp Burnout actually starts performing the contract, is the moment at which a contract is formed between Camp Burnout and the User.

Clause 3.3

Camp Burnout will be entitled – even in the case of an ongoing contract – to refuse to perform engagements or to suspend performance of engagements at its discretion without incurring any liability to pay compensation or damages. Such refusal or suspension may be prompted by, among other things, the substance, nature, scope or form of the engagement, technical objections, a refusal to pay in advance or an obvious conflict with the interests of Camp Burnout, and none of this will relieve the User of its obligation to compensate Camp Burnout for any loss or harm the latter incurs.

Clause 4. Prices

Clause 4.1

All prices stated by Camp Burnout are denominated in euros and are inclusive of turnover tax (VAT) but are exclusive of other governmental levies.

Clause 4.2

If, after the date on which a contract is formed, the prices for completing the performance of the contract undergo an increase before Camp Burnout has performed the contract, or performed the contract in its entirety, Camp Burnout will be entitled to adjust its prices accordingly, if and so far as three months have passed since the contract was formed.

Clause 5. Payment

Clause 5.1

Payment for the online programme must be done in a lump sum via our online payment system.

Clause 6. Special terms and conditions for online content

The online content involves sharing knowledge, experience and tools to allow for successful recovery from a burnout. The success of that recovery is entirely dependent on the User's efforts. Camp Burnout does not dispense any medical diagnoses or medical advice. Camp Burnout can provide no guarantees for how long the burnout recovery period may be as a result of using the online content. The contract thus encompasses a best efforts obligation and not an obligation of result. Camp Burnout is not responsible for any medical or other problems the User encounters before, during or after using Camp Burnout's services.

Clause 7. Cancellation

The User may cancel the contract free of charge by no later than 14 (fourteen) days after the contract is formed. This cancellation may be effected by sending an e-mail to info@camp-burnout.com. If the User has already made payments, the money will be refunded as soon as possible. All course materials that the User has received must be returned upon cancellation, however, and any licences to use the programmes and tools provided by Camp Burnout will expire. The contract will no longer be subject to dissolution after the term referred to in the previous paragraph has elapsed. The User explicitly agrees that the contract is not subject to Article 7:408(1) of the Dutch Civil Code, and that interim termination is impossible.

Clause 8. Involvement of third parties

Clause 8.1

Camp Burnout reserves the right to have all or part of an engagement performed by a third party.

Clause 9. Complaints

Clause 9.1

Camp Burnout will make its best efforts to provide the services as optimally as possible.

Clause 9.2

If a User is unsatisfied with the performance of a contract, the User must notify Camp Burnout of that fact as soon as possible by sending an e-mail to info@camp-burnout.com. Camp Burnout will process this complaint as soon as possible after it is received.

Clause 9.3

Complaints must be reported within 14 days of their discovery. Even in the case of a complaint, the payment obligation will be unaffected.

Clause 10. Liability

Clause 10.1

Camp Burnout is not liable for any loss of any whatever nature arising from incorrect and/or incomplete information provided by the User.

Clause 10.2

Camp Burnout is not liable for any indirect loss, including, but not limited to, consequential loss, lost profit, financial loss, missed savings or loss caused by the interruption of the business of the User and/or third parties. The User indemnifies us against any liability for any such loss that may be incurred by third parties.

Clause 10.3

Camp Burnout is not liable for any failures on the part of third parties that perform work in the context of the contract. The effect of Article 6:76 of the Dutch Civil Code is excluded.

Clause 10.4

The damages which Camp Burnout is to pay due to an attributable failure to perform the contract will never exceed the amount of compensation for the direct loss, up to a maximum amount of the price stipulated in that contract, exclusive of VAT.

Clause 10.5

Claims for damages will lapse if they have not been initiated before the competent court within one year after the day on which the User became aware, or could reasonably be expected to have become aware, of the loss and the possible liability claim against Camp Burnout for that loss.

Clause 10.6

In the event of an attributable failure to perform, the User must first serve Camp Burnout with written notice of default that affords Camp Burnout a reasonable term to perform its obligations, remedy defects in its performance or to mitigate or eliminate any loss.

Clause 10.7

Camp Burnout is not liable for any loss that is covered by any insurance purchased by the User.

Clause 11. Force majeure

Clause 11.1

Camp Burnout is not obliged to perform any obligation if this performance is hindered as a result of a circumstance for which it cannot be blamed and which cannot be attributed to Camp Burnout pursuant to the law, a juridical act or generally accepted principles.

Clause 11.2

In these general terms and conditions, the term "*force majeure*" – in addition to the meaning attributed to it in the law and case-law – also refers to all external causes, anticipated or unanticipated, that are beyond Camp Burnout's control but prevent Camp Burnout from performing its obligations. Examples of this include power or Internet failure, terrorism or extreme weather. Camp Burnout will also be entitled to rely on *force majeure* if the circumstance preventing the performance, or further performance, of the contract occurs after Camp Burnout should have performed its obligation.

Clause 11.3

Camp Burnout may suspend the obligations under the contract throughout the duration of the *force majeure* situation. If this situation lasts longer than two months, then both Camp Burnout and the User will be entitled to dissolve the contract without either party becoming liable to pay compensation to the other.

Clause 11.4

In so far as Camp Burnout has partially performed its obligations under the contract or is able to perform these when the situation of *force majeure* arises, and the part that has been or can be performed has independent value, Camp Burnout will be entitled to separately invoice the part that has been or can be performed.

Clause 12. Dissolution

Clause 12.1

Each party will only be entitled to dissolve the contract if the other party attributably fails to perform essential obligations pursuant to the contract even after being served with a proper written notice of default that contains as many details as possible and that affords the defaulting party a reasonable term to rectify the default.

Clause 12.2

If, when the contract is dissolved, services have already been rendered to the User in the performance of the contract, the User may only dissolve the contract in part, and only with regard to that part of the contract that has not yet been performed by Camp Burnout.

Clause 12.3

The amounts that Camp Burnout has invoiced prior to the dissolution in connection with the services it has already rendered in performing the contract will continue to be owed in full, and will become immediately due and payable at the moment of dissolution.

Clause 13. Intellectual property

Clause 13.1

All intellectual property rights to texts and materials relating to the services offered are vested in Camp Burnout. The User may use the materials while and after purchasing the services. These texts and materials may not be shared with third parties unless Camp Burnout has issued its written consent to same.

Clause 13.2

The knowledge acquired may also not be sold for commercial purposes or included in the User's own programme, unless Camp Burnout has issued its written consent to same.

Clause 13.3

Upon violation of this clause, the User will forfeit to Camp Burnout an immediately due and payable penalty of EUR 5,000 for each violation, as well as EUR 1,000 for each day or part of a day such violation continues, without prejudice to Camp Burnout's right to claim full damages in addition to the penalty or its right to exercise any other rights accruing to it.

Clause 14. Joint and several liability

Clause 14.1

If Camp Burnout concludes a contract with two or more natural persons and/or legal entities, each of these natural persons and/or legal entities will be jointly and severally liable for the full performance of the obligation ensuing from that contract.

Clause 15. Applicable law; competent court

Clause 15.1

All contracts concluded with Camp Burnout, of which all or part of these General Terms and Conditions constitute part, are governed by the laws of the Netherlands.

Clause 15.2

Only after an attempt is made to amicably resolve any disputes that arise may such dispute be submitted to the competent court in Amsterdam.

Clause 16. Amendment and location of the general terms and conditions

Clause 16.1

Camp Burnout is authorised to amend these General Terms and Conditions. These amendments will enter into effect on the announced date. Camp Burnout will send the amended General Terms and Conditions to the User by e-mail in good time. If no date is indicated,

Clause 16.2

The amendments will enter into effect as soon as the User has received the amendments. The most recent version of the General Terms and Conditions can be reviewed via www.campburnout.nl and can be sent by post or e-mail upon request.