

GENERAL TERMS AND CONDITIONS OF IMPRESSIE B.V.

VISION AND MISSION

Impressie B.V. aims to provide the best online solution for your digital content. We help you create your online presence and make sure people will be able to find your site.

ARTICLE 1 DEFINITIONS

For the purposes of these General Terms and Conditions, the following terms will be capitalized. These terms are defined as:

1. **Offer:** the possibilities offered through the Application including, but not limited to, goods, advice, courses and photo and video material in the field of fitness, form, nutrition, health and well-being.
2. **General Terms and Conditions:** these general terms and conditions.
3. **Cooling-Off Period:** the period within which the Right of Withdrawal can be invoked.
4. **Service** and/or **Services:** collective term for all services and offers (individually or jointly) that are offered through Impressie B.V.
5. **Right of Withdrawal:** the Customer's right to withdraw from the Agreement within the Cooling-Off Period.
6. **Customer:** a natural person who, whether or not in the capacity of a representative of a legal entity, has entered into an agreement with Impressie B.V.
7. **Agreement:** the agreement between the Customer and Impressie B.V. regarding the access and use of the (Services of the) Application.
8. **Subsequent agreement:** any agreement between the Customer and Impressie B.V. that is concluded as a result of Offers in the Application.

ARTICLE 2 APPLICABILITY

Impressie B.V., with its registered office at Frambozenweg 45, 2321KA Leiden (province of South Holland, the Netherlands) and listed in the Commercial Register of the Chamber of Commerce under number 28064013, offers online services, focused on searchability and accessibility of online content.

The Customer can purchase the Services from Impressie B.V. through contacting us either via email, whatsapp or phone.

ARTICLE 3 OFFER

1. All offers may be subject to terms and conditions.

2. All offers have a limited period of validity.
3. All offers and other communications from Impressie B.V. are an invitation without obligation.
4. Impressie B.V. is entitled to change and adapt the offer.
5. Obvious mistakes and/or errors in the offer do not bind Impressie B.V. and the Customer cannot derive any rights from such obvious mistakes and/or errors.
6. The Customer deviating from the agreed purchase period is, in principle, not possible. Moving the agreed purchase period is only possible by separate written agreement.

ARTICLE 4 AGREEMENT, OFFERS

1. The Agreement is concluded when the Customer has signed an agreement with Impressie B.V.
2. Upon acceptance of an Offer by the Customer, a separate agreement (hereinafter referred to as “Subsequent Agreement”) between the Customer and Impressie B.V. is concluded as soon as Impressie B.V. confirms or executes the Subsequent Agreement.
3. Impressie B.V. is entitled to change or adapt the Services offered. Where appropriate, the Customer has the right to reject the amended offer, without incurring costs.
4. Impressie B.V. is entitled to engage one or more third parties for the execution of the Agreement, a Subsequent Agreement and the provision of Services. Where appropriate, the Customer is entitled to dissolve, without incurring costs.

ARTICLE 5 RIGHT OF WITHDRAWAL

1. The Customer is entitled to a Cooling-Off Period of fourteen (14) days after concluding the (Subsequent) Agreement, during which he can withdraw the (Subsequent) Agreement, without giving reasons. Impressie may ask the Customer for the reason(s) for withdrawal, but the Customer is not obliged to state his reason(s).

ARTICLE 7 PRICE AND PAYMENT

1. The prices are stated in the offer, provided in Euro's and excluding VAT.
2. Impressie is entitled to adjust the prices. Where appropriate, the Customer has the right to reject the amended offer, without incurring costs.
3. Except for the trial period, the Customer owes payment from the date of conclusion of the Agreement or any Subsequent Agreements. Impressie is entitled to require advance payment.
4. If payment is not made (on time), Impressie is entitled to block access to the Application.

5. In the event of non-payment or late payment, all extrajudicial and judicial costs that Impressie must incur to collect the outstanding invoice(s) will be payable by the Customer.
6. The Customer does not have the right to suspend or offset payments.

ARTICLE 8 CHANGES TO THE AGREEMENT

Impressie is entitled to change the Agreement, any Subsequent Agreements and the General Terms and Conditions, at any time. In that case, the Customer can terminate the amended agreement, without incurring costs.

ARTICLE 9 SUSPENSION AND TERMINATION OF THE AGREEMENT BY IMPRESSIE B.V.

Impressie is authorized to suspend the performance of its obligations under the (Subsequent) Agreement in whole or in part or to immediately terminate the Agreement in whole or in part, if the Customer:

1. acts contrary to any provision of these General Terms and Conditions;
2. has been declared legally incompetent or has been placed under administration;
3. has submitted a request for admission to the Debt Restructuring (Natural Persons) Act;
4. has been admitted to the Debt Restructuring (Natural Persons) Act;
5. has filed for his own bankruptcy; or
6. has been declared bankrupt.

ARTICLE 10 TERMINATION OF THE (SUBSEQUENT) AGREEMENT BY CUSTOMER

1. The (Subsequent) Agreement will be extended automatically until terminated. Termination of the (Subsequent) Agreement is possible on a daily basis, but this does not end existing payment obligations.
2. The customer can only terminate in written form, through support@impressie.nl

ARTICLE 11 CUSTOMER LIABILITY

1. The Customer is liable for damage or loss suffered by Impressie caused on account of the Customer having acted contrary to any provision of these General Terms and Conditions.
2. The Customer is further liable for damage or loss suffered by Impressie caused by intent or recklessness on the part of the Customer.
3. The Customer indemnifies Impressie against any third-party claims for compensation of damage or loss suffered by these third parties as a result of the Customer using the Application and the Services purchased by the Customer.

ARTICLE 12 LIABILITY OF Impressie

1. These General Terms and Conditions do not limit or exclude Impressie's liability, which cannot be limited or excluded under the law.
2. Impressie is not liable for damage or loss caused by the Customer acting contrary to any provision of these General Terms and Conditions.
3. Impressie is not liable for consequential damage or loss, in any form whatsoever.
4. Impressie is not liable for (defects in and damage caused by) items from third parties offered through the Application.
5. If the Customer purchases an item from a third party through the Application, for which this third party requires personal data, then Impressie will not be liable for damage or loss caused by the processing of personal data by this third party.
6. Impressie's liability is in any case limited to the amount that Impressie's insurer pays out in any case. If and insofar as the insurer does not pay out/if no insurance is in place, a maximum liability of 5 times the subscription fee applies.

ARTICLE 13 FORCE MAJEURE

The Customer and Impressie are not liable for any delay or failure to perform, directly or indirectly, as a result of force majeure. Force majeure in any case includes disruptions in the connection to the internet, disruptions in the telecommunications infrastructure, disruptions in networks and disruptions as a result of unlawful actions by third parties.

ARTICLE 14 INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights regarding the Application and to the content of the Application, including the know-how, are vested in Impressie B.V., unless stated otherwise. The Customer is not permitted to reproduce, store in an automated database or make public in any form or manner, whether electronically, by photocopies, screenshots/recordings, or in any other way, any part of the Application, without the prior written permission from Impressie, with the exception of news reports and content that can be shared through social media in the Application.

ARTICLE 15 TRANSFER OF RIGHTS

1. The Customer is not entitled to sell and/or transfer his rights and/or obligations under the (Subsequent) Agreement to any third party, unless otherwise agreed in writing.
2. Impressie is entitled to sell and/or transfer its rights and/or obligations under the (Subsequent) Agreement, without the Customer's consent. In that case, the Customer will be entitled to terminate the Agreement and any Subsequent Agreements.

ARTICLE 16 INVALID PROVISIONS

If at any time a provision of these General Terms and Conditions is wholly or partially invalid, unenforceable or impracticable under applicable laws and/or regulations, the other (parts of the) provisions of these General Terms and Conditions will remain in force. In that case, the relevant provision will be replaced by a valid and enforceable provision that, given the purpose and scope of these General Terms and Conditions, will be as close to the original provision as possible.

ARTICLE 17 PRIVACY

1. The use of the Application and the purchase of Services are subject to the Privacy Regulations of Impressie B.V.
2. The Customer agrees to the processing of the data stated therein.

ARTICLE 18 APPLICABLE LAW AND COMPETENT COURT

1. The Agreement and all other agreements between the Parties are governed exclusively by Dutch law.
2. The Court of The Hague, the Netherlands, has exclusive jurisdiction in any dispute.

ARTICLE 19 SHORT TITLE

These General Terms and Conditions may be referred to as the “General Terms and Conditions of Impressie B.V.