

Terms and Conditions | Mediflow 2023

By accessing and using Mediflow.org and participating in sessions and events, you agree to comply with the following terms and conditions:

- **Eligibility:** You must be at least 18 years old to use our services.
- **Payment:** Payment for our sessions and events is required as indicated. See our refund policy for refunds.
- **User Conduct:** You agree to use our services for personal, non-commercial purposes and to refrain from sharing or distributing our content without permission.
- **Intellectual Property:** All content and materials provided by us are protected by copyright and intellectual property laws. You may not reproduce, modify, or distribute our content without written consent.

We reserve the right to modify the services, discontinue providing the services or features of the services we offer, or impose limitations on the services without prior notice. We may terminate or suspend access to the services permanently or temporarily without notice and liability for any reason, or without reason.

We retain the right to modify these terms at our discretion from time to time. Therefore, please review this page regularly. When we make material changes to the Terms, we will notify you that material changes have been made to the Terms. If you continue to use the website or our service after such a modification, it signifies your acceptance of the new terms. If you do not agree with any of these terms or a future version of the terms, you may not use or access the website or service (or continue to use).

You agree to receive promotional messages and materials from us from time to time, by mail, email, or any other contact form you provide us (including your phone number for calls or text messages). If you do not wish to receive such promotional materials or notifications, you can let us know at any time.

In these terms and conditions, the following terms are understood to mean:

Consumer: The natural person who does not act in the exercise of a profession or business and enters into a distance agreement with the entrepreneur;

Day: Calendar day;

Continuous transaction: a distance agreement relating to a series of products and/or services, the delivery and/or performance obligation of which is spread over time;

Durable data carrier: any means that enables the participant or entrepreneur to store information directed personally to them in a way that allows future consultation and unaltered reproduction of the stored information.

Entrepreneur: the natural or legal person who offers products and/or services to participants at a distance;

Distance agreement: an agreement concluded between the entrepreneur and the participant within the framework of an organized system for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusively or partially through one or more communication techniques at a distance;

Communication technique at a distance: means that can be used to conclude an agreement, without the participant and entrepreneur being simultaneously present in the same space.

General Terms and Conditions: these General Terms and Conditions of the entrepreneur.

Mediflow (public), legally registered as Well Connected Being

Address: Camphuysenstraat 105, 9721 KC Groningen

Bank account: NL42SNSB8839427333

VAT: NL003695354B83

KvK: 82543119

These general terms and conditions apply to every offer from the entrepreneur and to every distance agreement concluded between the entrepreneur and the consumer.

Before the distance agreement is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance agreement is concluded, how the general terms and conditions can be viewed by the consumer and that they will be sent to the consumer free of charge as soon as possible upon request.

If the distance agreement is concluded electronically, in deviation from the previous paragraph and before the distance agreement is concluded, the text of these general

terms and conditions may be made available to the consumer electronically in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, it will be indicated, before the distance agreement is concluded, where the general terms and conditions can be consulted electronically and that they will be sent to the consumer free of charge by electronic means or otherwise upon request.

In the event that, in addition to these general terms and conditions, specific product or service conditions also apply, the second and third paragraphs shall apply mutatis mutandis, and the consumer may always invoke the most favorable applicable provision in the event of conflicting general terms and conditions.

If one or more provisions in these general terms and conditions are void or nullified at any time, the agreement and these terms and conditions will remain in force for the remainder and the relevant provision will be replaced by a provision that approaches the intent of the original as closely as possible.

Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.

Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

Applicable law

Dutch law exclusively applies to all rights, obligations, offers, orders, and agreements to which these General Terms and Conditions apply.

If one or more provisions in these terms and conditions are found to be invalid or are nullified, the other provisions of these terms and conditions will remain in effect.

The offer from Mediflow consists only of fictitious products and services.

The offer is non-binding. The entrepreneur is authorized to change and adjust the offer.

The offer contains a complete and accurate description of the offered products and/or services. The description is detailed enough to enable the consumer to make a proper assessment of the offer. Obvious mistakes or errors in the offer do not bind the entrepreneur.

All information in the offer is indicative and cannot be a basis for compensation or termination of the agreement.

Each offer includes information such that it is clear to the consumer what rights and obligations are associated with accepting the offer. This includes in particular:

- The price including taxes;
- The way in which the agreement will be concluded and the actions required for this;
- Whether or not the right of withdrawal applies;
- The method of payment, delivery, and performance of the agreement;
- The period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;
- **Whether the agreement will be archived after its conclusion, and if so, how the consumer can access it;**
- How the consumer can check and, if necessary, correct the data provided by him in the context of the agreement before concluding the agreement;
- The codes of conduct to which the entrepreneur is subject and the way in which the consumer can access these codes of conduct electronically; and
- The minimum duration of the distance agreement in the case of a duration transaction. If an offer has a limited validity period or is subject to conditions, this will be explicitly stated in the offer.
- The languages in which the workshops are offered are limited to Dutch or English. Selecting a preference during registration is not binding for participation. For a binding choice of language, contact must be made via email, after which a binding confirmation will follow if the request can be accommodated.

The agreement for activities is established through the registration of the consumer:

Registration for a workshop via the website is only considered final once the student has received the confirmation email. If you do not receive a confirmation email, please contact Mediflow.

If registration via the website is not desired for any reason, the participant must contact Mediflow and confirm the registration through this method. In this case, the registration is only considered final when Mediflow confirms this via email.

Registration takes place in the order of registration.

A limited number of spots are available for each session or event, depending on the type of event.

Once an activity is fully booked, registration will be closed, and it will no longer be possible to participate unless someone cancels. Contact us if you'd like to be on the waiting list.

Mediflow confirms a registration done via email.

The agreement is established, subject to what is stipulated in clause 4, at the moment of the consumer's acceptance of the offer and the fulfillment of the conditions set forth therein.

If the consumer has accepted the offer electronically, the entrepreneur promptly confirms the receipt of the acceptance of the offer electronically. As long as the entrepreneur has not confirmed this acceptance, the consumer can terminate the agreement.

If the agreement is established electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.

Within legal frameworks, the entrepreneur can ascertain whether the consumer can meet their payment obligations, as well as all those facts and factors that are relevant to a responsible entering into the distance agreement. If, based on this investigation, the entrepreneur has valid grounds not to enter into the agreement, they are entitled to reject an order or request with motivation or to attach special conditions to the execution.

With the product or service, the entrepreneur will provide the consumer with the following information in writing or in a manner that allows the consumer to store it on a durable data carrier in an accessible way:

- The address of the entrepreneur's establishment where the consumer can address complaints;
- The terms and conditions under which the consumer can exercise the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;

- Information about after-purchase service;
- The requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration. In the case of a duration transaction, the provision in the previous clause only applies to the first delivery.
- Each agreement is entered into under the suspensive condition of sufficient availability of the respective services.

Mediflow is at all times entitled to replace the instructor and theme assigned to the event agreement with another instructor and theme. In the event of such a change, the client will be informed and given the opportunity to cancel their participation.

Changes in Location, Class Schedule, Prices

Mediflow reserves the right to adjust its prices. Price adjustments will be communicated in a timely manner through the newsletter and website.

Mediflow reserves the right to modify the class schedule in terms of time, program, and location.

When registering through the website, the prices stated on the website at the time of registration apply.

Event prices include the use of yoga mats, meditation pillows and blankets. Water is available for free. The costs of other consumptions are for the consumer, unless stated otherwise.

Mediflow always reserves the right to make substantive or pricing adjustments to events when repeated. This, of course, does not apply to activities for which registration has already taken place.

VAT

The prices mentioned in the offer of products or services include 21% VAT.

The entrepreneur will exercise the utmost care in receiving orders for products and in assessing applications for the provision of services, as well as in the execution thereof.

Events will take place at the time and location described in the event details.

If the timing or location changes, the consumer will be notified at least 24 hours in advance.

Mediflow has a well-publicized complaints procedure and handles complaints in accordance with this procedure:

- The participant must make any complaints regarding the execution of the event or any administrative procedure related to the event in writing within 14 days after the end of the respective event and address them to mediflow.org@gmail.com.
- A written response will follow concerning the complaint.
- Any complaints regarding the invoice must be submitted in writing within eight days of the invoice date, after which the resolution will also take place in writing.
- If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a message of receipt and an indication of when the consumer can expect a more comprehensive answer.
- If the complaint cannot be resolved through mutual agreement, a dispute arises that is subject to the dispute resolution process.
- In case of complaints, a consumer should first contact the entrepreneur. It is also possible to submit complaints via the European Online Dispute Resolution platform (<http://ec.europa.eu/odr>).
- This Webshop is currently not affiliated with a certification mark that has a dispute resolution committee.
- A complaint does not suspend the obligations of the entrepreneur unless the entrepreneur indicates otherwise in writing.
- If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at her discretion, either reimburse the provided services free of charge.

Only Dutch law applies to agreements between Mediflow and the consumer to which these general terms and conditions apply, even if the consumer resides abroad.

Participation in the events is entirely at the participant's own risk. In case of any doubts about their (psychological) health, the participant is advised to first contact Mediflow.

Mediflow accepts no liability for material or immaterial damage resulting from any accidents or injuries to the participant.

Mediflow is not liable for loss, embezzlement, theft, or damage, both direct and indirect, respectively, to or from the participant's property.

The materials used during Mediflow are the property of Stichting EdanZ. Damage caused by the participant, whether intentional or due to improper use, must be compensated. The participant contacts Stichting EdanZ directly for this purpose.

Mediflow is not liable for any damage to or loss of personal property.

Mediflow is not liable for personal physical or psychological injury caused by or related to workshop participation, unless Mediflow can be attributed gross negligence.

The rights of intellectual property related to the workshops and any presented material are reserved for the individual workshop presenters. Without explicit written permission from Mediflow, the participant is not authorized to disclose, exploit, or reproduce data from and/or portions and/or excerpts of the provided workshop material in any way.