

Terms & conditions Vivo Dutch

Clause 1. Definitions

1. 'I' am Vivo Dutch, established in Eindhoven and registered in the Dutch Chamber of Commerce with number **807 280 30**.
2. 'You' are my counterparty.
3. 'We' are the parties together.
4. 'Agreement' refers to our *agreement for the provision of services*.
5. 'Website' is www.vivodutch.com.
6. You are considered to be a *consumer*, meaning you act as a natural person and not as a company.

Clause 2. Applicability

1. My terms & conditions apply to all agreements and deliveries of my services and/or products.
2. Your terms & conditions (*or those of others*) are expressly excluded. Meaning you can only invoke stipulations that deviate from these terms & conditions, if I expressly accept them in writing.
3. If one or more provisions are void or voided (*Dutch: nietig of vernietigbaar*), the remaining provisions continue to apply in full. I will replace that provision(s), taking into account the purpose and intent of the original provision(s).
4. If I do not demand strict adherence to my terms & conditions, it does not mean that they would not apply in future cases or that I will lose the right to demand strict adherence in future cases.
5. When explaining the content of these terms & conditions, Dutch meaning is always decisive.

Clause 3. Conclusion of agreement

1. The agreement between us is concluded by your timely acceptance of my offer, or if I may deduce from your conduct that you have accepted my offer.

Clause 4. Payment

1. Payment is made prior to my services. You can purchase a course on my Website or if you receive my invoice, the payment will be made without invoking suspension or settlement. You will transfer the agreed amount of money on time, to the bank account number I have provided and within 14 days of receipt, unless we have agreed otherwise.
2. If you do not pay within the agreed term, you are (legally) in default. From that moment on, I have the right to suspend my obligations until you have fulfilled your payment obligation. If a payment is reversed/charged back, or an (automatic installment) payment fails and remains unpaid, you will lose access to the course (even if, for example, you have already paid one installment). Access to the course will only be restored once all payments have been completed in full. Please note that the access period to the course is not paused in such cases; it continues to run from the original purchase date.
3. If you are in default, you owe me the statutory interest from the date on which the amount owed has become due and payable until the time of payment. After you are in default, all costs of (extra)judicial collection will be at your expense. The extrajudicial collection costs will be determined in accordance with the Dutch Collection Costs Act (*in Dutch: WIK*).
4. When you do not cooperate, you are still obliged to pay the agreed price.

5. You waive your right to set-off and you waive the right to suspend the fulfillment of an agreement which derives from this agreement. This in due observance of the relevant applicable legislation.

Clause 5. Rates & price indexation

1. Stated prices are in EURO, excluding VAT and any other government levies, unless stated otherwise. If you live outside of the EU, VAT will be mentioned and calculated at the checkout.
2. Stated prices are exclusive of any additional costs, unless stated otherwise. I will only make and charge additional costs to you, after your approval.
3. Prices for my services can be adjusted annually and with effect from 1 January. I will announce changes on time, so you have the opportunity to cancel the agreement if you do not agree with that change.

Clause 6. Online courses (online learning environment)

1. It is possible to register for an online course in my online learning environment via my Website.
2. Payment is according to the payment methods indicated with the specific product on my Website.
3. After successful completion of the online payment procedure you will have direct access to (a part of) the ordered products via your own login.
 - a. Pronunciation Program: *after payment you have full access to the program. You can no longer cancel your order, there is no refund for paid money. It is not possible to cancel and you must therefore pay the full and / or applicable amount. You agree that Article 7:408 paragraph 1 of the Dutch Civil Code (in Dutch: Artikel 7:408 BW) does not apply.* At any time you are free to terminate or withdraw our assignment, but please note that in no event you have right for a refund for the money you already paid since you have already had complete access for the parts you paid for.
 - b. A1/A2 Brush up materials: *after payment you have full access to the materials. You can no longer cancel your order, there is no refund for paid money. It is not possible to cancel and you must therefore pay the full and / or applicable amount. You agree that Article 7:408 paragraph 1 of the Dutch Civil Code (in Dutch: Artikel 7:408 BW) does not apply.* At any time you are free to terminate or withdraw our assignment, but please note that in no event you have right for a refund for the money you already paid since you have already had complete access for the parts you paid for.
 - c. A2 Speaking Exam Secret Prep Essentials: *after payment you have full access to the materials. You can no longer cancel your order, there is no refund for paid money. It is not possible to cancel and you must therefore pay the full and / or applicable amount. You agree that Article 7:408 paragraph 1 of the Dutch Civil Code (in Dutch: Artikel 7:408 BW) does not apply.* At any time you are free to terminate or withdraw our assignment, but please note that in no event you have right for a refund for the money you already paid since you have already had complete access for the parts you paid for.
 - d. A1/A2/B1 (DIY/DIYplus/Premium): *you have a cooling-off period of 14 days. After that or after you have completed module 2, it is not possible to cancel anymore and you must therefore pay the full and / or applicable amount. You agree that Article 7:408 paragraph 1 of the Dutch Civil Code (in Dutch: Artikel 7:408 BW) does not apply.* At any time you are free to terminate or withdraw our assignment, but please note that in no event you have right for a refund for the money you already paid since you have already had complete access for the parts you paid for.

- e. Deluxe packages with private sessions: *you have a cooling-off period of 14 days. After that or after you have completed module 2, or after you've joined one private session it is not possible to cancel anymore and you must therefore pay the full and / or applicable amount. You agree that Article 7:408 paragraph 1 of the Dutch Civil Code (in Dutch: Artikel 7:408 BW) does not apply.* At any time you are free to terminate or withdraw our assignment, but please note that in no event you have right for a refund for the money you already paid since you have already had complete access for the parts you paid for. If you fail to book the private sessions the 6-week timeframe, you have no right to get a refund for those private sessions, nor will you be able to schedule them after this period.
 - f. Echt Nederlands: *after payment you have full access to the materials. You can no longer cancel your order, there is no refund for paid money. It is not possible to cancel and you must therefore pay the full and / or applicable amount. You agree that Article 7:408 paragraph 1 of the Dutch Civil Code (in Dutch: Artikel 7:408 BW) does not apply.* At any time you are free to terminate or withdraw our assignment, but please note that in no event you have right for a refund for the money you already paid since you have already had complete access for the parts you paid for.
 - g. VIP access (as part of the Free Training Week): *after payment you will be added to the email list to receive the links to access the ordered materials on the set dates. You can no longer cancel your order, there is no refund for paid money. It is not possible to cancel and you must therefore pay the full and / or applicable amount. You agree that Article 7:408 paragraph 1 of the Dutch Civil Code (in Dutch: Artikel 7:408 BW) does not apply.* At any time you are free to terminate or withdraw our assignment, but please note that in no event you have right for a refund for the money you already paid since you have already had complete access for the parts you paid for.
 - h. Masterclasses: *after payment you will be added to the email list to receive the links to access the ordered materials on the set dates. You can no longer cancel your order, there is no refund for paid money. It is not possible to cancel and you must therefore pay the full and / or applicable amount. You agree that Article 7:408 paragraph 1 of the Dutch Civil Code (in Dutch: Artikel 7:408 BW) does not apply.* At any time you are free to terminate or withdraw our assignment, but please note that in no event you have right for a refund for the money you already paid since you have already had complete access for the parts you paid for.
- 4. I always have the right to refuse a participant for any reason. The participant will be notified of this, without me being obliged to disclose a reason. The payment obligation will expire and payments already made (*proportionately to performances not yet received*) will be refunded.
 - 5. I cannot guarantee that the online learning environment will be accessible at all times or that it will function without interruptions and/or malfunctions. I am in no way liable or liable for damages for any damage that arises from or is the result of the (temporary) unavailability or (interim) failure of the training or program.
 - 6. You are responsible for the purchase and/or proper functioning of the infrastructure and proper telecom facilities (*including an internet connection*) that are required for use.
 - 7. You keep access to the courses and your online learning environment as long as the product for which you have registered exists. I guarantee that the specific online learning environment is available for at least 1 year after registration, unless stated differently. From January 2025, you have 3-year access to the A1, A2, and B1.1. courses, combo deals and integration bundles. After 3 years, the course will be removed from your account, unless you purchase the access extension.

8. You will also automatically have access to all updates and innovations that may be added later.
9. Due to problems or errors in the software or the hosting of the website, you may sometimes be temporarily unable to access. I will always try to solve problems as quickly as possible.
10. I will strive to keep the materials accessible online for the duration of the purchased program. Please note that I cannot guarantee this. If I plan to remove the materials or plan to move them to a different URL, I will notify you by email at least 1 month in advance, so that you are able to download them or otherwise save them. I will send this message to the last email address you provided to me. Failure to provide a new email address is at your own risk.
11. I may change the planning of parts as well as the content for improvement. You will be notified of this, without me being obliged to state a reason. I will always send this message to the last email address you provided to me. Failure to provide a new email address is at your risk.
12. If you join a group linked to the product you will only have access to that group for as long as the product remains online. This means you will be denied access if it is deleted, because the group is also deleted.

Clause 7. Attendance Policy – Premium and Deluxe packages

1. Conversation sessions (part of the Premium package): If you are unable to attend a session, you can not make up the session at a later date, and no refund will be issued. If you wish to join the next round, you must pay the applicable fee for that round.
2. Downgrade from Premium to DIYplus: You may downgrade to the DIYplus package within 14 days of your purchase, if you haven't joined any of the conversation sessions.
3. Private sessions (part of the Deluxe package): If you fail to book the private sessions within the timeframe that is being set (it's 6 weeks, unless stated differently), you have no right to get a refund for those private sessions, nor will you be able to schedule them after this period. If you wish to join the next round, you must pay the applicable fee for that round.
4. Downgrade from Deluxe to DIYplus: You may downgrade to the DIYplus package within 14 days of your purchase, if you haven't had a private session.
5. Tardiness for a scheduled private lesson, or a (conversation) session that is part of a group course, will not affect the scheduled finishing time of the lesson, make sure you are on time.

Clause 8. Your responsibilities

1. All information (*i.e. data and documents*) which is relevant to the execution of the assignment and to achieve a good result, you make available to me on time and in the desired form and manner. It is your responsibility that the information you provide to me is correct, complete and reliable. Even if data comes from third parties.
2. If you do not provide the information or if you do not provide it to me on time and the execution of the assignment is delayed as a result, the resulting additional costs are for your own expense.
3. It is your own responsibility to make sure that we can start the execution of the agreement on time.
4. You indemnify me for any damage that is a result from failure to comply with this article.

Clause 9. Execution & term

1. You may expect from me that I will perform to the best of my knowledge and ability.
2. I have the right to have work performed by third parties.

3. Execution of the agreement takes place in consultation, after written agreement and (only if applicable) after payment, unless expressly agreed upon otherwise.
4. If we have agreed upon a deadline for certain tasks, this deadline is never strict for me. If this term is exceeded, you must give me a written notice of default.
5. We entered into our agreement for a definite period of time (*unless the nature of the agreement dictates otherwise or if we expressly have agreed upon otherwise*). Meaning that our agreement ends upon completion or at the time we agreed upon.

Clause 10. Dissolution

1. I am authorized to dissolve the agreement, if circumstances make that fulfillment is impossible or according to standards of reasonableness & fairness (*in Dutch: redelijkheid & billijkheid*), can no longer be expected of me. Such a situation will in any case arise if you do not comply with our agreement.
2. If the agreement is dissolved, my claims against you are immediately due and payable. If you suspend fulfillment of that obligations, I have the right to claim compensation.
3. Also I reserve the right to refuse access to private or group lessons before or after it has started if your behavior is discourteous, threatening, or dangerous to me and/or other students. You cannot be compensated for the cost of the remainder of a course or package that was underway at the time of the event.
4. Our agreement ends in the event of the death of the natural person behind Vivo Dutch, without heirs being obliged to pay any costs or (damage) compensation.

Clause 11. Force majeure

1. Force majeure on my part applies if I am prevented from fulfilling my obligations under the agreement or the preparation thereof as a result of, for example, but not limited to internet failure, virus infections or hack, power failure, weather conditions, natural disasters, traffic disruption, epidemics and pandemics, strikes, theft, fire, illness from me, government measures and errors in software or (online) services of third parties. It also includes any event or circumstance as a result of which fulfillment by me has become so inconvenient and/or expensive compared to the circumstance at the time of entering into the agreement that fulfillment can no longer reasonably be expected of me (*that day or at that time*).
2. For as long as the force majeure lasts, I may suspend my obligations under the agreement. If the event lasts longer than 60 days, we both have the right to dissolve the agreement in whole or in part. In that case are not obliged to compensate each other for any damage as a result of force majeure. Not even if we enjoy a certain advantage as a result of that force majeure.
3. As far as I have already partially fulfilled my obligations at the time when the force majeure started or if could still fulfill my obligations, I have the right to declare that part and in that case you are obliged to pay that declaration as if it were a separate agreement.

Clause 12. Transfer of rights

1. Rights under our agreement cannot be transferred without prior and mutual written consent, referring to article 3:83(2) of the Dutch Civil Code (*in Dutch: Artikel 3:83 lid 2 BW*).

Clause 13. Warranty

1. Our agreement contains a best efforts obligation, not a result obligation. Of course I do my best to teach you to the best of my ability, but your own effort always plays a major role in the results to be achieved.
2. Except as expressly stated in these terms & conditions, I make no other guarantees, undertakings or conditions with regard to my services.

3. The provisions with regard to warranty do not affect the warranty claims of you under the law.
4. You guarantee that you will not use my products and/or services:
 - a. *In such a way that my rights or those of third parties are infringed and/or in an otherwise unlawful manner, including IP rights and rights to protect privacy;*
 - b. *Contrary to applicable law or regulations;*
 - c. *I make no warranty that the information provided, regardless of the source (of the content), is accurate, completely current or error-free. I am not liable for any inaccuracy, error or incompleteness.*
5. You are responsible for your own decisions, whether or not in response to my advice. I cannot be held liable by you if the result does not meet your expectations.

Clause 14. Liability

1. I am not liable for any damage arising from this agreement unless caused intentionally or with willful recklessness (*in Dutch: met opzet of bewuste roekeloosheid*).
2. Any liability for damage arising from or related to the execution of our agreement is always limited to the amount that is paid out in a specific case by the (professional) liability insurance(s). This amount is increased by the amount of the deductible according to that policy.
3. If the insurance does not pay and if I should already owe you compensation, this will never exceed the most recently paid invoice amount, with a maximum of **€ 500,00 EURO**.
4. The limitation of liability also applies if I am held liable for damage resulting directly or indirectly from the improper functioning of the equipment, software, data files, registers or other items used in the performance of the assignment.
5. You ensure sufficient security of your data, including making decent backups. I am never liable for loss of data. You are also obliged to keep copies of your own data, until the order has been fulfilled. If you fail to do so, I cannot be held liable for damage that would not have occurred if these copies existed.
6. I am not liable for damage of any nature or for whatever reason, caused by (online) services or software of third parties. Nor for damage that is related to the (non-) functioning of your equipment, software or (internet) connections. Nor for any corruption or loss of data resulting from transmission of the data using telecommunications facilities.
7. Liability for indirect and consequential damages always is excluded. By consequential damage I mean: *loss of profit, missed savings, loss of turnover, costs incurred to prevent or determine consequential damage, loss or damage of data, damage caused by delays, reputational damage and fines imposed.*
8. You indemnify me against all claims from third parties related to the services provided by me.
9. Any right to compensation for damage caused by me expires in any case 12 months after the event from which the liability directly or indirectly arises.

Clause 15. Complaints

1. You will report complaints no later than 7 days after the end of the assignment via vivian@vivodutch.com.
2. The complaint contains a detailed description, so I can respond adequately to your complaint.
3. If a complaint is justified, I will still perform the work as agreed upon, unless this has become pointless for you. You need to let me know in writing. I only can be held liable within the limits of Clause 16.
4. A complaint cannot lead to me being obliged to perform other work than agreed upon.

5. Complaints about the work performed by me do not suspend your payment obligation.
6. Despite a complaint, we will never speak negatively about each other.

Clause 16. Intellectual Property & Licensing

1. I retain all intellectual property rights (*including copyright, patent law, trademark law, drawing and model law*) on all designs, drawings, writings, carriers with data or other information, quotations, images, sketches, models, models, my content and what I (have) share(d) in and is linked to my online learning environment, unless we agree otherwise in writing.
2. You will receive a non-exclusive license for an indefinite period of time for your own use and to make them public in your home. Each agreement includes the license described in this section with respect to my Work unless we agree otherwise.
3. In the event of infringement, I will warn you and ask you to stop the infringement. If you don't, I have the right to demand a fee from you in the amount of at least three times the license fee normally charged by me for such use.
4. In addition, you forfeit an amount of 5% of the compensation referred to in this clause for each day that the violation lasts. No prior notice of default or legal proceedings are required for the forfeiture of this fine. There is also no need for any kind of damage. Forfeiture of the compensation does not affect my other rights, including my right to claim compensation in addition to the fine.

Clause 17. Confidentiality

1. We undertake the obligation of confidentiality towards third parties, who are not involved in the execution of our agreement, of all information that we have made available to each other and the results obtained by processing it including information of what the confidential nature may be assumed.

Clause 18. GDPR

1. I only process personal data in the context of our assignment.
2. I do not process any longer or more extensively than necessary for the execution of the assignment.
3. Processing takes place in accordance with the assignment given, unless I am obliged to act otherwise because of legislation or regulations. You can check my privacy policy on my website.

Clause 19. Change of conditions

1. I have the right to change these terms and conditions at any time.
2. Changes of minor importance can always be made by me, without noticing you.
3. I will discuss major substantive changes with you in advance as much as possible, because you have the right to cancel the agreement in the event of a substantial change.

Clause 20. Applicable law & competent court

1. We explicitly exclude the Vienna Sales treaty or any equivalent treaty.
2. Every agreement between us (including these terms & conditions) is governed by Dutch law.
3. If we have a dispute, we will try to solve things amicably. If that is not possible, the Court of Zeeland- West Brabant, located in Eindhoven, has exclusive jurisdiction, unless the law prescribes otherwise.

