



MOVE THE BRAIN

THE ROAD TO RECOVERY

TERMS AND CONDITIONS

ARTICLE 1 | Applicability

These general terms and conditions apply to all oral and written quotations and agreements of or with and all related acts, both preparatory and executive.

ARTICLE 2 | Business description

Move The Brain focuses on coaching, neurofeedback, body and mind and nutrition within the field of personal development, in the broadest sense. Move The Brain is registered with the Chamber of Commerce under number: 74155059

ARTICLE 3 | Definitions

In this Move, the Contractor is the Brain, which uses these general terms and conditions when offering its services. The client is the customer who uses the services offered by Move The Brain. All agreements made between the client and the contractor about the services to be offered are considered an agreement. These agreements are confirmed in writing to the client after an intake interview by the contractor. If desired, the client will return one copy signed before the start of the assignment.

ARTICLE 4 | Execution of the agreement

The contractor will execute the agreement to the best of its knowledge and ability. The contractor has a best efforts obligation towards the performance of the agreement and can therefore not be held accountable from a result obligation.

By confirming the agreement and these general terms and conditions, the client gives permission to use its name and address details and telephone number for recording in the customer file of the contractor for administration purposes.

The client will ensure that all information, which the client indicates is necessary or which the client should reasonably understand to be necessary for the execution of the agreement, is provided to the contractor in a timely manner. If this information is not provided in time, the contractor reserves the right to suspend the execution of the agreement.

ARTICLE 5 | Prices and quotes

For the work / services to be provided by Move The Brain, the client owes the fee in accordance with the MOVE THE BRAIN rates used (according to the rate

list in the brochure of Move The Brain
Move The Brain is authorized to adjust this rate list for future actions. The client will, insofar as no price agreements have been made, for any agreed work that falls outside this rate list. owe a reasonable fee.

All quotations and quotations made by the contractor are without obligation, with regard to price, content and delivery time and expire after 14 days.

Offers are based on the information available from the contractor. An agreement is concluded when the offer or contract signed by the client for approval has been received and accepted by the contractor and / or has been recorded by email.

Further price agreements can be laid down in the agreement.

ARTICLE 6 | Terms of payment

Billing takes place as indicated in the pricing on the MOVE THE BRAIN website or quote. Payment must be made by transferring NL69RABO0338356541 in the name of. MOVE THE BRAIN. The payment term used is 14 days after the invoice date.

In case of non-payment within 14 days after the invoice date, MOVE THE BRAIN can send the client the existing amount of payment reminder / reminder, indicating the consequences of further non-payment. If payment is not made (in whole or in part) within 14 days after this payment reminder / reminder has been sent, MOVE THE BRAIN is entitled to take payment measures or have them taken without further notice of default. The extrajudicial and judicial

collection costs related to the collection of the declared amounts will be borne by the client, in accordance with the statutory standard amounts.

In the event of late payment, MOVE THE BRAIN is entitled - unless the treatment precludes this - to suspend further treatment until the client has fully made up the late payment.

In the event of any objections to the invoice, the client must notify the contractor in writing within two weeks of receiving the invoice.

ARTICLE 7 | Duration and termination

The agreement between the client and the contractor can be terminated or extended at any time by both parties at any time.

The termination of the agreement does not affect the client's financial obligation that has yet to be fulfilled.

ARTICLE 8 | Shifting appointments

If the client cancels the appointment made by him / her within 24 hours before the relevant appointment, the contractor will charge 100% of the costs and the client is obliged to pay them. Appointments canceled or rescheduled before this time will not be charged.

If the client does not appear at a planned treatment session, the costs of the session will be charged and the client is obliged to pay them.

The contractor reserves the right to object or cancel agreements if it cannot properly execute the agreement.

ARTICLE 9 | CONFIDENTIALITY

Both parties are obliged to maintain secrecy of everything that has been discussed during or in the context of the training courses.

In the event of imminent danger for both client and society, the contractor reserves the right to break the confidentiality and will inform the competent and designated authorities.

If, on the basis of a statutory provision or a court decision, the contractor is obliged to provide confidential information to third parties designated by law or the competent court and the contractor cannot invoke a law recognized or permitted by the competent court in this respect. the contractor is not obliged to pay compensation or compensation.

ARTICLE 10 | LIABILITY

The contractor accepts no liability whatsoever for damage caused by or in connection with services performed by it.

The liability of the contractor is limited to the invoice value of the assignment, at least that part of the assignment to which the liability relates.

Contrary to the provisions of paragraph 2 of this article, in the case of an assignment with a term of more than six months, liability is further limited to the invoice amount owed over the last six months. The contractor is not liable for direct or indirect damage that the client suffers as a result of actions or decisions taken as a result of or during a session. The client remains responsible for the choices made at all times.

The client is responsible for the decisions he / she makes, whether or not as a result of advice from Move The Brain. The client is at all times responsible for choices made, his own behavior and the consequences thereof.

MOVE THE BRAINK can go through the customer cannot be held liable if the result of the work performed by Move The Brain does not meet the expectations of the client.

The client is responsible for his health situation. Attending a session or seeking advice from Move The Brain should never be seen as a substitute for consulting a doctor

Any liability of the contractor for business damage or other indirect damage or consequential damage, of whatever nature, is expressly excluded.

Any possible adverse consequences arising from withholding the information relevant to treatment are the responsibility of the client.

ARTICLE 11 | FORCE OF THE MAJORITY

In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this respect in law and case law, all external causes, foreseen or unforeseen, on which Move The Brain cannot exert influence, but as a result of which Move The Brain is unable fulfill obligations. Force majeure in any case - but not exclusively - means: a malfunction of a computer or other device; virus infection or computer breach by third parties; internet and

power failure; weather influences; traffic disruptions ;, floods; landslides; terrorism; war and riots; obstacles by third parties; strikes; fire; theft; government measures; disease of the therapist.

Move The Brain is not obliged to fulfill any obligation to the client if he is hindered to do so as a result of a circumstance that is not due to fault.

If there is a force majeure situation, the Healthy Brain Center will inform the client as soon as possible.

Indien er sprake is van een overmachtssituatie, dan stelt Gezond Hersen Centrum de opdrachtgever daarvan zo spoedig mogelijk op de hoogte.

ARTICLE 12 | COMPLAINT PROCEDURE

If the client has complaints about the work performed, he / she must make this known to the contractor in writing within 14 days after the complaint has arisen.

After taking note of and discussing the complaint with the client, the contractor will implement the chosen solution direction as well as possible.

ARTICLE 13 | DISPUTES

The judge in the place of business of the user has exclusive jurisdiction to take disputes, unless the subdistrict court has jurisdiction. Nevertheless, the user has the right to submit the dispute to the competent court according to the law. Parties will only appeal to the courts after they have made every effort to settle a dispute by mutual agreement.

ARTICLE 14 | PROVIDING INFORMATION

The QEEG performed during the intake is not intended as a diagnostic tool. The aim is to make visible whether complaints that are experienced can be linked to the speed of information processing by the brain. If this is the case, this means that it is possible to reduce complaints by training with an (intensive) program at Move The Brain. Provided the customer can agree to the condition of Move The Brain.

Move The Brain does not provide any further information about its customers. The intake process + QEEG data is for our own evaluation to see if you are suitable for our training center. All information including QEEG is for internal use of Move The Brain only.