

## **Article 1: Definitions**

1.1 In these General Terms and Conditions, "HAPPIBUZZ" refers to the user and contractor of these conditions.

1.2 "Client" refers to the counterparty, purchaser, participant, or extra participant of HAPPIBUZZ.

1.3 "Assignment agreement" refers to every agreement that is concluded between HAPPIBUZZ and the client.

1.4 "Products" refers to teaching materials, videos, documents, and other similar items.

1.5 "Services" refers to the services provided or to be provided by HAPPIBUZZ, including but not limited to training, coaching, guidance, and product development.

## **Article 2: Applicability of Terms and Conditions**

2.1 These conditions apply to all offers, quotations, and agreement between HAPPIBUZZ and the client, unless the parties have expressly excluded these conditions in writing, and alternative agreements have been made.

2.2 Any terms and conditions provided by the client are explicitly rejected.

2.3 If any provision of these general terms and conditions is void or is destroyed in whole or in part, the remaining provisions of these general terms and conditions shall remain fully applicable. HAPPIBUZZ and the client shall agree on a new provision to replace the void or destroyed provision(s) in consultation. The objective and scope of the original provision(s) shall be observed as much as possible.

2.4 HAPPIBUZZ is authorized to make changes to these conditions. These changes shall take effect at the announced time of entry into force. If no time of entry into force has been communicated, changes shall come into effect for the client as soon as the client has been informed of the change.

## **Article 3: Offers and Quotations**

3.1 The offers and quotations made by HAPPIBUZZ are non-binding and are valid for fourteen (14) days, unless otherwise indicated or agreed. HAPPIBUZZ shall only be bound by the quotations if the client confirms acceptance within fourteen (14) days, unless otherwise indicated.

3.2 The prices mentioned in the offers and quotations are exclusive of VAT, unless otherwise indicated.

3.3 If the acceptance differs from the offer contained in the quotation, HAPPIBUZZ shall not be bound by it. In such a case, the agreement shall not be concluded based on this deviating acceptance, unless HAPPIBUZZ indicates otherwise.

3.4 Offers and quotations do not automatically apply to future offers.

## **Article 4: Conclusion of the Agreement**

4.1 An assignment agreement is concluded after the client has approved or signed the quotation and agreement. This can be done both in writing and digitally.

4.2 The quotation, agreement, or invoice drawn up by HAPPIBUZZ is considered the document that accurately and completely reflects the assignment, unless the client immediately and in writing objects to it.

4.3 Any later-made additional agreements or changes only bind HAPPIBUZZ when they are confirmed in writing by the client within fourteen (14) days, and the client does not object in writing within five (5) working days.

4.4 After entering into the agreement, HAPPIBUZZ is entitled to demand security from the client to ensure that both the payment obligation will be fulfilled and the other obligations will be met, before any (further) performance is required.

#### **Article 5: Execution by Third Parties**

The client agrees that HAPPIBUZZ may have the agreement executed under its responsibility by its employees and others who are in any way working for, employed by, or affiliated with HAPPIBUZZ, or if necessary, by third parties, without regard to Section 7:404 of the Dutch Civil Code and Section 7:

#### **Article 6: Invoicing and Payment**

6.1 The Client shall pay the fee, office expenses, and value-added tax due for the execution of an agreement, unless otherwise agreed upon in writing.

6.2 The fee is calculated based on the applicable rate of the selected program, service, or product of HAPPIBUZZ or another rate confirmed in writing by HAPPIBUZZ for the relevant period. Factors such as the importance of the assignment, the specialized nature of the assignment, the Client's financial capacity, and the urgency of the work to be carried out may justify an adjustment of the rate.

6.3 HAPPIBUZZ is entitled to request payment in advance from the Client. An advance payment will be settled with the final invoice.

6.4 The Client is obliged to pay the invoices sent by HAPPIBUZZ within fourteen (14) days after the invoice date. Payment must be made in the manner indicated on the invoice. In

case of (timely) non-payment, without any further notice of default, the Client will be in default and liable to pay delay interest equal to the statutory (commercial) interest rate. The costs associated with collection will be fully borne by the Client.

6.5 Payment in installments is only possible if indicated by HAPPIBUZZ.

6.6 The Client is not entitled to suspend its payment obligations, even in the case of complaints.

#### **Article 7: Amendment of the Agreement**

7.1 If it appears during the execution of the assignment/agreement that it is necessary to modify or supplement the agreed-upon work for proper execution of the assignment, HAPPIBUZZ and the Client will adjust the assignment/agreement in a timely and joint consultation.

7.2 If the assignment is modified after confirmation of the assignment through an assignment confirmation, as explained in Article 4, Sections 1 and 2, an additional assignment exists. This additional assignment will be communicated in a quote at the request of the Client.

7.3 If the parties agree to modify or supplement the assignment/agreement, the completion time of the assignment may be changed and thus influenced.

7.4 If the changes or additions have financial consequences or other effects on the agreement, HAPPIBUZZ will inform the Client in advance.

7.5 If a fixed fee has been agreed upon, HAPPIBUZZ will indicate to what extent the changes or additions to the agreement exceed the fee.

#### **Article 8: Obligations of the Client**

8.1 The Client must ensure that HAPPIBUZZ has received the correct and complete information that HAPPIBUZZ has requested from the Client and that is necessary for the assignment. This also applies to information about an additional participant in training and/or coaching.

8.2 The Client is bound to follow the provisions of the agreement and comply with these general terms and conditions.

8.3 When there is a schedule for a program and/or parts of a program, the tasks/activities must be completed within this schedule.

8.4 During the training/coaching, the Client must adopt a cooperative attitude, based on a positive mindset.

#### **Article 9: Rights of HAPPIBUZZ**

HAPPIBUZZ has the following rights:

- a. To modify the content of a program, service, or product during the assignment for quality improvement purposes;
- b. To determine the group size for training and coaching sessions within a program;
- c. To change the planning of parts of a program, service, or product with regard to location or timing during the assignment;
- d. To designate which trainer/coach will provide a training or coaching session and, if necessary, to substitute a trainer/coach during the assignment;
- e. To cancel a program or other service entirely before it commences due to insufficient registrations or for other compelling reasons. The client will be notified of this as soon as possible, without HAPPIBUZZ being obligated to provide a reason, after which the client's payment obligations will expire and/or any payments already made will be refunded;

f. To (interim) reject certain participant(s)/customer(s) from participating for any reason. The relevant participant(s)/customer(s) will be notified of this, without HAPPIBUZZ being obliged to disclose its reasons, after which the client's payment obligation will expire and any payments already made will be refunded proportionally to services not yet received.

#### **Article 10: Cancellation, Termination, or Inability to Participate in a Program**

10.1 The client may cancel participation in a program or service and terminate the agreement. Cancellation and termination can only be made by means of written notification via letter or email and is only valid when confirmed as received by HAPPIBUZZ.

10.2 In the event of cancellation or termination, HAPPIBUZZ is not obligated to refund the amount paid by the client, and the client is obligated to pay any (still potentially) due payment installments.

10.3 In the case of cancellation and termination, as described in Article 10.1, for individual guidance:

- a. If cancellation occurs within 48 hours before the appointment, the costs will be 50% of the invoice amount.
- b. If cancellation occurs within 24 hours before the appointment, the costs will be 100% of the invoice amount.

10.4 In the case of cancellation and termination, as described in Article 10.1, for training assignments:

- a. If cancellation occurs within 6 weeks prior to the appointment, the costs will amount to 25% of the invoice amount.

b. If cancellation occurs within 4 weeks prior to the appointment, the costs will amount to 50% of the invoice amount.

c. If cancellation occurs within 2 weeks prior to the appointment, the costs will amount to 100% of the invoice amount.

10.5 In the case of cancellation and termination, as described in Article 10.1, for a training with open registration: a. If cancellation occurs within 4 weeks prior to the start, the costs will amount to 50% of the invoice amount. b. If cancellation occurs within 1 week prior to the start, the costs will amount to 100% of the invoice amount.

#### **Article 11: Cancellation by HAPPIBUZZ (Intermediate) in a Program**

If HAPPIBUZZ is unable to proceed, the client will be notified as soon as possible. The appointment will be rescheduled. If rescheduling is not possible, HAPPIBUZZ will refund the invoice amount with a deduction for the work already delivered.

#### **Article 12: Suspension and Termination**

12.1 HAPPIBUZZ is entitled to suspend its activities or terminate the agreement in whole or in part without notice of default, in the following circumstances (but not limited to and/or exclusively):

a. The client is in default in paying the agreed price, including interest and costs;

b. The client is in default in accepting the delivered goods;

c. After the conclusion of the agreement, circumstances come to HAPPIBUZZ's knowledge that give good reason to fear that the client will not fulfill its obligations, including the circumstance that it appears that the client is not sufficiently creditworthy;

d. The client does not fulfill its obligations under the agreement;

e. The client is insolvent, including being or having been declared bankrupt, suspension of payment and/or application for it, and/or a (legal) debt rescheduling scheme;

f. The client is no longer authorized to dispose of its assets.

12.2 If the agreement is terminated pursuant to this article, the client shall be liable for at least 30% of the agreed price. The aforementioned amount is immediately and directly due and payable. This does not affect the client's obligation to compensate HAPPIBUZZ for work already performed and costs incurred, and HAPPIBUZZ's right to claim the entire damages in court.

12.3 In case of termination pursuant to this article, all received instalments will primarily be deducted from the costs, then from the accrued interest, and finally from the principal and current interest.

#### **Article 13: Intellectual Property Rights of Trainings and Programs**

13.1 The intellectual property rights of the trainings, programs, documents, brochures, handouts, lectures, exercises, offers, expressions on its website or social media channels, ezines, emails, models, techniques, other documents and information that arise from the work, and software used by HAPPIBUZZ, developed or executed by HAPPIBUZZ, belong to HAPPIBUZZ or its licensor, unless another holder of rights is indicated for a work.

13.2 The intellectual property right and copyright for the methods mentioned in Article 13.1 are not transferred based on an agreement, unless agreed otherwise in writing.

13.3 Without prior written consent from HAPPIBUZZ, it is not allowed to edit, reproduce, or publish any concept, material or information, provided by HAPPIBUZZ to the

client, in whole or in part, via any medium, make it available to third parties, or make it available for inspection by third parties, with or without a fee.

13.4 It is not allowed to remove or change any indication of rights from the information provided by HAPPIBUZZ.

#### **Article 14: Indemnification for Texts**

14.1 The client, as the content expert, has the obligation to check the delivered texts and services for inaccuracies and carelessness and accepts the liability that arises from it. The client indemnifies HAPPIBUZZ from any liability under current or future legislation.

14.2 The client indemnifies HAPPIBUZZ for claims from third parties regarding intellectual property rights on materials or data provided by the client that are used in the execution of the agreement.

14.3 The client indemnifies HAPPIBUZZ for any liability of third parties that suffer damage in connection with the execution of the agreement,

14.4 HAPPIBUZZ is never liable for indirect damage, including consequential damages, loss of profit, missed savings, and damage caused by business interruption.

#### **Article 15: Copyright over Written Texts**

15.1 HAPPIBUZZ transfers the publishing rights exclusively for the agreed use upon delivery of the texts. Any additional use requires a separate agreement.

15.2 Attribution is mandatory for copyrighted works, except in case of overriding objections. Such objections must be communicated to and accepted by HAPPIBUZZ at the time of commissioning. The fact that attribution is unusual in certain circumstances is not an overriding objection. HAPPIBUZZ may demand not to be mentioned or that a pseudonym is used.

15.3 If significant changes are made to the delivered text without the author's approval, HAPPIBUZZ may prohibit its use under the Copyright Act.

15.4 Articles 15.1 to 15.3 also apply to texts obtained by HAPPIBUZZ from third parties. HAPPIBUZZ guarantees to the client that it is entitled to the aforementioned uses.

#### **Article 16: Delivery and First Right of Use of Texts**

Until the assignment is fully paid and completed to the client's satisfaction, all rights remain with HAPPIBUZZ.

#### **Article 17: Termination of Writing Assignment**

17.1 If the client terminates the agreement during the project, HAPPIBUZZ may invoice compensation for the completed work, which the client must pay. The provisional results will be delivered subject to reservation.

17.2 HAPPIBUZZ is entitled to request compensation if possession of products is lost due to interim termination, unless the termination results from facts and circumstances attributable to HAPPIBUZZ.

#### **Article 18: Liability**

18.1 HAPPIBUZZ shall carry out its contractual activities to the best of its knowledge and ability. However, HAPPIBUZZ cannot guarantee the ultimate outcome of its activities, as some factors are beyond its control.

18.2 If the delivered products are defective, HAPPIBUZZ's liability is limited to providing a replacement product or refunding the amount paid by the client.

18.3 HAPPIBUZZ shall not be liable for any damages resulting from its failure to fulfill obligations, unless the damages are due to HAPPIBUZZ's intent or conscious recklessness.

General Terms and Conditions Training, coaching and support by Karina Klaassen Services and HAPPIBUZZ (hereafter referred to as HAPPIBUZZ), located Oltmansstraat 17, 2662 AA in Bergschenhoek, The Netherlands.



18.4 HAPPIBUZZ shall not be liable for damages resulting from errors or omissions by third parties or assistants.

18.5 HAPPIBUZZ shall not be liable for damages resulting from any breach of contract by the client or third parties.

#### **Article 19: Force Majeure**

19.1 Force majeure refers to circumstances beyond HAPPIBUZZ's control that make compliance with the agreement unreasonable (non-attributable non-performance).

19.2 Force majeure includes war, natural disasters, epidemics, and governmental decisions, among other things.

19.3 In the event of force majeure, HAPPIBUZZ may consider the agreement dissolved or suspend it for a certain or indefinite period. The client cannot hold HAPPIBUZZ liable for damages resulting from force majeure.

#### **Article 20: Confidentiality of Information**

20.1 All information obtained during a program or service will be kept confidential. Substantive information provided by the client in connection with the agreement shall not be disclosed, unless agreed or required by law.

20.2 The client must maintain confidentiality of all confidential information obtained in connection with the agreement regarding HAPPIBUZZ's program or other customers.

#### **Article 21: Personal Data**

HAPPIBUZZ will handle any personal data received by it in the context of the agreement with the Client with strict confidentiality, and in compliance with all applicable privacy laws and regulations.

#### **Article 22: Complaints**

If the Client discovers any defects in the services performed, the Client must report them in writing to HAPPIBUZZ within eight (8)

days of discovery, but no later than one (1) month after completion of the relevant work. Failure to comply will result in forfeiture of the right to complain.

#### **Article 23: Applicable Law**

23.1 All agreements shall be governed by Dutch law.

23.2 Before taking any legal action, the parties shall make every effort to resolve any disputes through consultation.

23.3 Any disputes shall be exclusively settled by the competent court in the place of HAPPIBUZZ's establishment.

(These general terms and conditions continue up to and including article 23.)

General Terms and Conditions Training, coaching and support by Karina  
Klaassen Services and HAPPIBUZZ (hereafter referred to as HAPPIBUZZ),  
located Oltmansstraat 17, 2662 AA in Bergschenhoek, The Netherlands.

