



General Terms and Conditions Sparkle of Consciousness

Sparkle of Consciousness, is a trade name of Zorgt Communicatie (hereinafter: Sparkle of Consciousness) and is registered at the Chamber of Commerce with number 57931941 and is located at Bredestraat 198 (6543ZZ) at Nijmegen (The Netherlands).

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following sense, unless expressly stated otherwise:
2. **Offer:** Any written offer to the Client to deliver Products/Services by Sparkle of Consciousness where these terms and conditions are inseparable. be associated with.
3. **Company:** The natural or legal person who acts in the exercise of a profession or business
4. **Consumer:** The natural person who does not act in the exercise of a profession or business.
5. **Client:** the Consumer and/or the Company that enters into a Distance Agreement with Sparkle of Consciousness and purchases an (online) program, training and/or workshop.
6. **Agreement:** The distance purchase agreement that extends to the sale of and access to Products or Services purchased by the Client from Sparkle of Consciousness and/or any Agreement and other obligations between the Client and Sparkle of Consciousness, as well as proposals from Sparkle of Consciousness for Services that are provided by Sparkle of Consciousness to the Client and that are accepted by the Client and have been accepted and performed by Sparkle of Consciousness with which these general terms and conditions form an inseparable whole.
7. **(Digital) Products or Services:** The Products or Services offered by Sparkle of Consciousness are (online) training courses and/or workshops in the field of personal development.
8. **Sparkle of Consciousness:** The supplier of Products/Services to Client.

Article 2 - Applicability

1. These general terms and conditions apply to every Offer of Sparkle of Consciousness, every Agreement between Sparkle of Consciousness and the Client and to every Product and/or Service offered by Sparkle of Consciousness.
2. Before a (distance) Agreement is concluded, the Client will be provided with these general terms and conditions. Sparkle of Consciousness will indicate to the Client how the Client can view the general terms and conditions, which are in any case published on the Sparkle of Consciousness website, so that the Client can easily store these general terms and conditions on a durable data carrier.
3. Deviation from these general terms and conditions is not possible. In exceptional situations, the general terms and conditions can be deviated from insofar as this has been explicitly agreed in writing with Sparkle of Consciousness.
4. These general terms and conditions also apply to additional, amended and follow-up orders from the Client.



5. If one or more provisions of these general terms and conditions are partially or wholly invalid or are invalid, the other provisions of these general terms and conditions will remain in force and the invalid/nullified provision(s) will be replaced by a provision with the same purport as the original provision.
6. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
7. If reference is made to she/her in these general terms and conditions, this should also be construed as a reference to he/him/are, if and insofar as applicable.
8. In addition to these general terms and conditions, the general terms and conditions and/or terms of use of the third party, on which the training and/or workshop is hosted, apply.

Article 3 - The Offer

1. All offers made by Sparkle of Consciousness are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be expressly stated in the Offer.
2. Sparkle of Consciousness is only bound by an Offer if the Client has already paid the amount due, or if agreed if the Offer is confirmed in writing by the Client within 30 days. Nevertheless, Sparkle of Consciousness has the right to refuse an Agreement with a (potential) Client for reasons that are justified for Sparkle of Consciousness.
3. The Offer contains an accurate description of the digital Product or Service offered with associated prices. The description is detailed in such a way that the Client is able to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot be binding on Sparkle of Consciousness. Any information in the Offer is only an indication and cannot be a ground for any compensation or termination of the Agreement (remotely).
4. Offers or quotations do not automatically apply to follow-up orders.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded at the moment that the Client has accepted an Offer from Sparkle of Consciousness by paying for the relevant Product or Service via the designated payment service, after which the Client will in turn have access to training and /or workshop, or by returning a signed copy (scanned or original) to Sparkle of Consciousness.
2. An Offer can be made by Sparkle of Consciousness via the website.
3. If the Client has accepted the Offer by concluding an Agreement with Sparkle of Consciousness, Sparkle of Consciousness will confirm the Agreement with the Client in writing, or at least by e-mail.
4. If the acceptance (on minor points) deviates from the Offer, Sparkle of Consciousness is not bound by it.
5. Sparkle of Consciousness is not bound by an Offer if the Client could reasonably have expected or should have understood or should have understood that the Offer contains an



obvious mistake or clerical error. The Client cannot derive any rights from this mistake or error.

6. The right of withdrawal of the Client being a Company is excluded, unless otherwise agreed. Client, being a Consumer, is not entitled to revocation in the event of the purchase of Digital Services or Products such as the purchase of the online training and/or workshop, if the Client expressly waives this. Immediately after payment, the Client obtains access to the Digital services via the agreed method.

7. In the case of physical Services, the right of withdrawal of the Client being a Company is excluded, unless otherwise agreed. Client, being a Consumer, has the right to revocation during the statutory period of 14 days, unless Sparkle of Consciousness has already started the Service with the Client's permission. Client waives its right of withdrawal by means of this permission.

Article 5 - Execution of the Agreement

1. Sparkle of Consciousness will execute the Agreement to the best of its knowledge and ability. In the case of physical Services, Sparkle of Consciousness will make every effort to perform the agreed service with the greatest possible care, as may be expected of a good service provider. Sparkle of Consciousness guarantees a professional and independent service. All Services are performed on the basis of a best efforts obligation.

2. If and insofar as required for the proper execution of the Agreement, Sparkle of Consciousness has the right to have certain work performed by third parties at its own discretion.

3. The Client shall ensure that all information, which Sparkle of Consciousness indicates is necessary or which the Client should reasonably understand to be necessary for the execution of the Agreement, is provided to Sparkle of Consciousness in a timely manner. If the information required for the execution of the Agreement has not been provided to Sparkle of Consciousness in time, Sparkle of Consciousness has the right to suspend the execution of the Agreement.

4. Sparkle of Consciousness may require full payment in advance before executing the Agreement.

5. Sparkle of Consciousness is not liable for damage, of whatever nature, that has arisen because Sparkle of Consciousness has based on incorrect and/or incomplete information provided by the Client, unless Sparkle of Consciousness was aware of this inaccuracy or incompleteness. The Client indemnifies Sparkle of Consciousness against any claims from third parties who suffer damage in connection with the execution of the Agreement and which are attributable to the Client.

6. The result of the training and/or workshop is at all times dependent on the efforts of the Client. Everyone is expected to actively participate in the training/workshop. Participation in the training/workshop is at all times at the Client's own risk and responsibility.

7. The Agreement on the basis of which Sparkle of Consciousness performs the Services, is leading for the size and scope of the services. The Agreement will only be performed for the



benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.

8. The performance of the Physical Services is based on the information provided by the Client. If the information has to be changed, this may have consequences for any established planning. Sparkle of Consciousness is never liable for adjusting the planning. If the commencement, progress or delivery of the Services is delayed because, for example, the Client has not provided all requested information or has not provided all the requested information on time or in the desired format, does not provide sufficient cooperation, any advance payment has not been received in time by Sparkle of Consciousness or other circumstances, which are at the expense and risk of the Client, there is a delay, Sparkle of Consciousness is entitled to a reasonable extension of the delivery or completion period. All damage and additional costs as a result of delay due to a cause as mentioned above are for the account and risk of the Client.

9. The programs offered by and through the Sparkle of Consciousness website (can) provide a powerful inner healing and transformation. It is therefore to be expected that different situations may arise when studying or practicing these programs. Certain issues, both physical and emotional, can be touched and surfaced. Deep mystical experiences can occur, as well as life-changing realizations. Sometimes suppressed emotions or physical tensions can receive enough healing energy to be pushed to the surface so that they can be released or terminated, and this process can cause various emotional or physical symptoms. Healing is a process designed to create changes in one's life, and those changes can manifest physically, emotionally, and spiritually. It's all part of the healing process.

10. By signing up for and participating in one of Sparkle of Consciousness's programs, free Sparkle of Consciousness training sessions, private or business sessions, Client confirms to be familiar with Article 5, paragraph 9, which is also described in the User Responsibility Agreement and Client agrees that:

- Neither Sparkle of Consciousness nor Sparkle of Consciousness teachers are responsible for any individual symptoms that may arise as a result of attending classes or practicing the methodologies offered by Sparkle of Consciousness;
- Client takes personal responsibility for any physical or emotional symptoms that may arise as part of the healing process from attending classes or practicing the methodologies offered by Sparkle of Consciousness;
- Sparkle of Consciousness teachers are not doctors or psychotherapists. While they may make comments regarding the nature of the body's energy and consciousness in relation to illness and mental health, it is understood that these comments are not intended as medical advice for any action whatsoever for any Client's medical or mental health concerns.



Article 6 - Advice

1. Sparkle of Consciousness can, if instructed to do so, draw up advice, action plan, design, reporting, planning and/or reporting for the benefit of the service. The content of this is not binding and only of an advisory nature, but Sparkle of Consciousness will observe its duties of care. The Client decides itself and under its own responsibility whether to follow the advice.
2. The advice provided by Sparkle of Consciousness, in whatever form, can never be regarded as binding, medical, legal, tax and/or accounting-technical advice.
3. At Sparkle of Consciousness's first request, the Client is obliged to assess proposals it has provided. If Sparkle of Consciousness is delayed in its work, because the Client does not provide an assessment or does not provide a timely assessment of a proposal made by Sparkle of Consciousness, the Client is at all times responsible for the resulting consequences, such as delay.
4. The nature of the service means that the result always depends on external factors that can influence the reports and advice of Sparkle of Consciousness, such as the quality, accuracy and timely delivery of the necessary information and data from the Client and service employees. The Client is responsible for the quality and for the timely and correct delivery of the required data and information.
5. The Client will notify Sparkle of Consciousness in writing prior to the commencement of the work of all circumstances that are or may be important, including any points and priorities for which the Client wishes attention.

Article 7 - Online programs

1. If the Client has purchased an online training and/or workshop, the Client will gain access to the Service via an online portal of Sparkle of Consciousness. Before giving access to this online portal, the Client must agree to the general terms and conditions of Sparkle of Consciousness. Sparkle of Consciousness grants the Client a non-exclusive and limited right of use with regard to the online training and/or workshop.
2. The Client may only use the online learning environment for his own activities. As a result, the right of use is not transferable and the Client is not permitted to sell, rent, sublicense or make the right of use available to a third party in any way or for any purpose.
3. The Client only has access to the online modules if the payment conditions have been met. After payment for the training and/or workshop, the Client will receive an access link to the page where the training and/or workshop is hosted, after which the Client will gain access to the training and/or workshop that has been purchased. After payment, an account is automatically created for the Client and by logging into the Account, the Client gains access to the training/workshop.
4. In the event of technical problems, the Client must inform Sparkle of Consciousness of this in writing by e-mail. Sparkle of Consciousness will take the necessary measures to restore access to the service. If the Client cannot use access to the service for a period, access to the service will be extended, at the request of the Client, for the period in which use of the



service was not possible due to technical problems. Such a request must be made by e-mail and will only be granted if the technical problems are for the account and risk of Sparkle of Consciousness.

5. If the Client has paid for access, but does not make use of this, Sparkle of Consciousness will not refund the money already paid. Access to the training and/or workshop expires one year after purchase of the training.

6. If the Client wishes to follow another training/workshop, the Client must purchase access to a new course.

Article 8 - Training and/or workshop on location or online

1. If instructed to do so, Sparkle of Consciousness can provide training for the Client and/or its employees. If a training is referred to below, this also includes a workshop.

2. The training takes place at the Client's location or at a Sparkle of Consciousness location to be determined, or online. If the training takes place at the Client's location, the Client is obliged to make the facilities required in the context of the coaching available in a timely manner. If a training cannot take place or is delayed because the Client has not complied with the aforementioned obligation, all consequences thereof will be for the account and risk of the Client. Sparkle of Consciousness is also entitled to give instructions regarding the suitability of the location and facilities available there before the start of the training. If the training takes place online, the execution depends on the availability of internet and electricity, both of the Client and Sparkle of Consciousness. Sparkle of Consciousness is never liable for a failure of electricity and/or internet.

3. The content of the training offered by Sparkle of Consciousness and the advice given during the training are not binding and only of an advisory nature, but Sparkle of Consciousness will observe its duties of care. The training is tailored as far as possible to the wishes of the Client as well as the needs of the relevant participant(s) if this has been explicitly agreed.

4. Client will notify Sparkle of Consciousness in writing prior to the start of the training of all circumstances that are or may be important, including any points and priorities for which Client wishes attention.

5. Sparkle of Consciousness is entitled to cancel or move the training to another date if there are too few registrations. It is at the sole discretion of Sparkle of Consciousness to reschedule the training. If the Client is not available on the new date set, the Client is entitled to a pro rata refund of monies already paid or can participate in training on another date. The parties will consult on this. If there are too many registrations, Sparkle of Consciousness is entitled to have the training take place in several sessions. If applicable, the aforementioned situation will be discussed with the Client in a timely manner.

Article 9 - Prices and payment

1. In principle, all prices include turnover tax (VAT), unless otherwise agreed.



2. Sparkle of Consciousness offers its Products or Services in accordance with a fixed rate. Payment must be made in advance in the currency in which is invoiced via the indicated payment service.
3. The Client must make a lump sum payment to the account number and data of Sparkle of Consciousness made known to it.
4. In the event of liquidation, bankruptcy, attachment or suspension of payment of the Buyer, Sparkle of Consciousness's claims against the Buyer are immediately due and payable.
5. Sparkle of Consciousness has the right to have the payments made by the Buyer go first of all to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the current interest. Sparkle of Consciousness may, without being in default as a result, refuse an offer of payment if the Buyer designates a different order for the attribution. Sparkle of Consciousness can refuse full repayment of the principal, if the outstanding and current interest as well as the costs are not also paid.
6. If the Buyer does not meet its payment obligation and has not fulfilled its obligation within the specified payment term of 14 days, the Buyer is in default being a Company. The Buyer, being a Consumer, will first receive a written reminder with a term of 14 days after the date of the reminder to still meet the payment obligation, including a statement of the extrajudicial costs if the Consumer does not meet his obligations within that term, before they falls into default.
7. From the date that the Buyer is in default, Sparkle of Consciousness will, without further notice of default, claim the statutory (commercial) interest from the first day of default until full payment and compensation of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated in accordance with the scale from the decision on compensation for extrajudicial collection costs of 1 July 2012.
8. If Sparkle of Consciousness has incurred more or higher costs that are reasonably necessary, these costs are eligible for compensation. The judicial and enforcement costs incurred are also for the account of the Buyer.

Article 10 - Privacy, data processing and security

1. Sparkle of Consciousness handles the (personal) data of the Client and visitors to the website(s) with care. If requested, Sparkle of Consciousness will inform the data subject about this.
2. If Sparkle of Consciousness is required to provide information security on the basis of the Agreement, this security will meet the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 11 - Suspension and termination

1. Sparkle of Consciousness is authorized to suspend the fulfillment of the obligations or to terminate the Agreement, if the Client does not or not fully fulfill the (payment) obligations under the Agreement.



2. In addition, Sparkle of Consciousness is authorized to terminate the existing Agreement between it and the Client, insofar as it has not yet been performed, without judicial intervention, if the Client does not timely or properly comply with the obligations that arise for him from any agreement with Sparkle. or Consciousness concluded Agreement.
3. Furthermore, Sparkle of Consciousness is authorized to terminate the Agreement (or have it terminated) without prior notice of default if circumstances arise that are of such a nature that fulfillment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if otherwise circumstances arise which are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.
4. If the Agreement is terminated, Sparkle of Consciousness's claims against the Client are immediately due and payable. When Sparkle of Consciousness suspends the fulfillment of its obligations, it retains its rights under the law and the Agreement.
5. Sparkle of Consciousness always reserves the right to claim compensation.

Article 12 - Limitation of liability

1. If the performance of the Agreement by Sparkle of Consciousness leads to liability of Sparkle of Consciousness towards the Client or third parties, that liability is limited to the costs charged by Sparkle of Consciousness in connection with the Agreement, unless the damage was caused by intent or gross negligence.
2. In the event of an attributable shortcoming on the part of Sparkle of Consciousness, Sparkle of Consciousness is only obliged to pay any compensation if the Client has given Sparkle of Consciousness notice of default within 14 days of discovery of the shortcoming and Sparkle of Consciousness has subsequently not addressed this shortcoming within a within a reasonable period of time. The notice of default must be submitted in writing and contain such an accurate description/substantiation of the shortcoming, so that Sparkle of Consciousness is able to respond adequately.
3. Sparkle of Consciousness expressly excludes all liability for consequential damage. Sparkle of Consciousness is not liable for indirect damage, trading loss, loss of profit and/or loss suffered, missed savings, damage due to business interruption, capital losses, delay damage, interest damage and immaterial damage.
4. Any participation by Client is at the participant's own risk and responsibility. Client is solely responsible for the choice he/she makes to participate in the training/program.
5. The Client indemnifies Sparkle of Consciousness against all third-party claims as a result of a defect as a result of a service provided by the Client to a third party and which also consisted of Products or Services supplied by Sparkle of Consciousness, unless the Client can demonstrate that the damage caused solely by the Sparkle of Consciousness service.
6. Successful completion of a training/program by Client is not guaranteed. Client is always responsible for successfully completing the training/program. Sparkle of Consciousness has a best efforts obligation to guide the Client to the best of its ability within the frame work of the Agreement. Any liability for damage suffered by the Client as a result of completing and whether or not completing the training/program is excluded, emphatically including



consequential damage. All this except in the situation in which there is intent or conscious recklessness on the part of Sparkle of Consciousness.

7. Sparkle of Consciousness is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the website(s) or linked websites.

8. Sparkle of Consciousness is not responsible for errors and/or irregularities in the functionality of the website and is not liable for malfunctions or the unavailability of the website for whatever reason.

9. Sparkle of Consciousness does not guarantee a correct and complete transmission of the content of and e-mail sent by/on behalf of Sparkle of Consciousness, nor for the timely receipt thereof.

10. Any advice provided by Sparkle of Consciousness, based on information that is incomplete and/or incorrectly provided by the Client, is never a ground for liability on the part of Sparkle of Consciousness.

11. The content of the advice provided by Sparkle of Consciousness is not binding and only advisory in nature. The Client decides itself and under its own responsibility whether it follows the proposals and advice mentioned herein from Sparkle of Consciousness. All consequences arising from the follow-up of the advice are for the account and risk of the Client. The Client is at all times free to make its own choices that deviate from the advice provided by Sparkle of Consciousness. Sparkle of Consciousness is not bound by any form of refund if this is the case.

12. Sparkle of Consciousness is never responsible or liable if a Client makes far-reaching decisions as a result of using a service, as a result of which the Client suffers damage in whatever form.

13. If a third party is engaged by or on behalf of the Client, Sparkle of Consciousness is never liable for the actions and advice of the third party engaged by the Client, as well as the processing of results (of advice drawn up) of the third party engaged by the Client in Sparkle of Consciousness. own advice.

14. All claims of the Client due to shortcomings on the part of Sparkle of Consciousness lapse if they are not reported in writing and with reasons to Sparkle of Consciousness within one year after the Client was aware or could reasonably have been aware of the facts on which it bases its claims. All claims of the Client expire in any case one year after the termination of the Agreement.

Article 13 - Force majeure

1. Sparkle of Consciousness is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation, nor can it be obliged to fulfill any obligation if it is prevented from doing so as a result of a circumstance that is not due to its fault and is not for its account by virtue of the law, legal act or generally accepted standards.

2. Force majeure is in any case understood to mean, but is not limited to what is understood in this regard in law and jurisprudence, (i) force majeure of suppliers of Sparkle of Consciousness, (ii) failure to properly fulfill obligations of suppliers that are Client has been



prescribed or recommended to Sparkle of Consciousness, (iii) defective goods, equipment, software or materials of third parties, (iv) government measures, (v) electricity failure, (vi) failure of the internet, data network and telecommunication facilities (for example by: cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transportation problems, (x) strikes at Sparkle of Consciousness' business and (xi) other situations beyond Sparkle of Consciousness' judgment. fall within its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.

3. In the event of force majeure, both Parties have the right to terminate the Agreement in whole or in part. In the event of partial termination, Sparkle of Consciousness will refund the part that has not taken place due to force majeure. Client is not entitled to a refund if part of the agreement has been fulfilled. In the event of complete termination, Client is entitled to a refund of the monies already paid. Sparkle of Consciousness is not obliged to compensate Client for any losses caused by such withdrawal.

Article 14 - Transfer of risk

The risk of loss or damage to the Products that are the subject of the Agreement is transferred to the Client at the time when the items under the control of the Client are provided. This is the case if the Products have been delivered to the digital delivery address (specified e-mail address) of the Client.

Article 15 - Intellectual Property Rights

1. All intellectual property rights and copyrights of Sparkle of Consciousness, including in any case, but not limited to all online training materials and advice, rest exclusively with Sparkle of Consciousness and are not transferred to the Client.

2. The Client is prohibited from disclosing and/or multiplying, changing or making available to third parties all documents covered by the intellectual property rights and copyrights of Sparkle of Consciousness without the express prior written permission of Sparkle of Consciousness.

3. The Client is prohibited from using the Products, pieces and software on which the intellectual property rights of Sparkle of Consciousness rest other than as agreed in the Agreement.

4. Any infringement by the Client of the IP rights (and copyrights) of Sparkle of Consciousness will be punished with a one-off fine of € 10,000 (in words: ten thousand euros) and a fine of € 100 (in words: one hundred euros) for each day that the infringement continues.

Article 16 - Confidentiality

1. Sparkle of Consciousness and the Client undertake to maintain the confidentiality of all confidential information obtained in the context of the Agreement. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. Confidentiality does not apply if the information in question is already public/commonly known, the information is not confidential and/or the



information was not disclosed to Sparkle of Consciousness during the Agreement with the Client and/or in any other way by Sparkle of Consciousness is received.

2. If Sparkle of Consciousness is required by law or a court decision to provide the confidential information (also) to the confidential information by law or a competent court or a designated third party and Sparkle of Consciousness cannot invoke a right of nondisclosure, Sparkle of Consciousness is not obliged to pay any compensation and does not give the Client any ground for termination of the Agreement.

3. Sparkle of Consciousness and the Client also impose the confidentiality obligation on the third parties to be engaged by them.

Article 17 - Complaints

1. If the Client is not satisfied with Products or Services of Sparkle of Consciousness or otherwise has complaints about the implementation of the Agreement, the Client is obliged to report these complaints as soon as possible, but at the latest within 14 calendar days after the relevant reason that led to the complaint. Complaints can be reported verbally or in writing via mireille@sparkleofconsciousness.com with the subject "Complaint".

2. The complaint must be sufficiently substantiated and/or explained by the Client if Sparkle of Consciousness is to be able to handle the complaint.

3. Sparkle of Consciousness will respond substantively to the complaint as soon as possible, but no later than 14 calendar days after receipt of the complaint.

4. The parties will try to reach a solution together.

Article 18 - Applicable law

1. The legal relationship between Sparkle of Consciousness and the Client is governed by Dutch law. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.

2. In the event of an explanation of the content and purport of these general terms and conditions, the Dutch text thereof is always decisive. Sparkle of Consciousness has the right to unilaterally change these terms and conditions.

3. All disputes arising from or as a result of the Agreement between Sparkle of Consciousness and the Client will be settled by the competent court of the Gelderland District Court (Nijmegen, the Netherlands) unless mandatory provisions designate another competent court.

