

## **General Terms and Conditions of Iris Media & Coaching**

### **Article 1. Definitions**

In these general terms and conditions, the following terms are defined as:

- 1.1 General Terms and Conditions: the entire set of provisions as described below.
- 1.2 Iris Media & Coaching: the sole proprietorship Iris Media & Coaching, registered at Tesselschadestraat 25 a 9, (8913 HA) Leeuwarden, and registered with the Dutch Chamber of Commerce under file number 81320965, legally represented by Ms. I. van Leeuwen.
- 1.3 Client: the natural or legal person who has commissioned Iris Media & Coaching to provide services and/or products.
- 1.4 Consumer: a natural person not acting in the course of a profession or business, who has commissioned Iris Media & Coaching to provide services and/or products.
- 1.5 Services and/or Products: all services and/or products related to coaching, guidance, and advice in the fields of personal development, communication, and productivity, and related services and/or (digital) products, including but not limited to the provision of courses, trainings, and workshops, as well as the supply of (self-designed) products such as planners and e-books. The above applies in the broadest sense of the word.
- 1.6 Agreement: any written agreement between Iris Media & Coaching and the client for the delivery of services and/or products by Iris Media & Coaching to or for the benefit of the client.
- 1.7 Parties: Iris Media & Coaching and the client together.
- 1.8 Written: all written communication, including communication by email and digital messaging, provided the identity of the sender and the authenticity of the communication is sufficiently established.

### **Article 2. Applicability of General Terms and Conditions**

- 2.1 These general terms and conditions apply to all offers made by Iris Media & Coaching, concluded agreements, services rendered, (digital) products delivered, and other actions performed. Deviations from these terms and conditions are only valid if and to the extent they have been agreed upon in writing between the parties. These terms and conditions also apply to any subsequent agreements and/or additional work resulting from an agreement.
- 2.2 All provisions in these general terms and conditions are made not only for the benefit of Iris Media & Coaching but also for the benefit of all individuals working for Iris Media & Coaching and all persons or third parties involved by Iris Media & Coaching in the execution of the agreement.
- 2.3 The applicability of any general purchasing or other (general) terms and conditions of the client is explicitly rejected. No rights can be derived from claims between the parties that deviate from these general terms and conditions.
- 2.4 In the event of any conflict between the provisions in these general terms and conditions and those in the offer, the conditions stated in the offer shall prevail.
- 2.5 The most recent version of Iris Media & Coaching's general terms and conditions applies. Iris Media & Coaching has the right to unilaterally amend or supplement these terms and conditions. The most recent version will apply to all agreements, including those already concluded. These amendments and/or supplements bind the client only after they have been declared applicable in writing and the terms and conditions have been sent to the client. Only a consumer has the right to terminate the agreement in writing no later than the day before the effective date of the amended terms if they do not agree with the changes. This does not apply to business clients (acting in the course of a profession or business), who are required to accept the amendments.
- 2.6 If any provision of these general terms and conditions is wholly or partially declared null

and void, becomes void, or is annulled at any time, the remaining provisions of these general terms and conditions shall remain fully applicable. The parties shall consult to agree on a new provision to replace the nullified or annulled provision, taking into account as much as possible the intent and purpose of the original provision.

2.7 If Iris Media & Coaching, at its discretion, deviates from these general terms and conditions in favor of the client, the client can never derive any rights from this.

### **Article 3. Offers and Quotes**

3.1 All offers and/or quotes from Iris Media & Coaching are valid for 14 days after the date on which the offer and/or quote was issued, unless expressly agreed otherwise.

3.2 Offers and/or quotes are provided in writing by Iris Media & Coaching, unless urgent circumstances make this impossible.

3.3 The client is responsible for the accuracy and completeness of the data provided by them or third parties to Iris Media & Coaching upon which the offer is based. If it turns out after the offer and/or quote that the data provided is no longer accurate, Iris Media & Coaching has the right to adjust the corresponding prices and other conditions. Iris Media & Coaching is not obligated to verify the accuracy of the information provided by the client or third parties.

3.4 All images, dimensions, weights, etc., of products provided by Iris Media & Coaching as part of the offer are indications and aim only to give a general impression of the products offered. Deviations in images, dimensions, weights, and/or other specifications mentioned in the offer cannot be grounds for compensation or dissolution of the agreement.

3.5 The prices stated in the quote or offer include VAT for consumers and exclude VAT for business clients, as well as exclude costs associated with the agreement, including but not limited to third-party costs, travel, accommodation, shipping, delivery, and administration costs, unless otherwise indicated.

3.6 A composite price quotation does not obligate Iris Media & Coaching to perform part of the assignment for a corresponding part of the quoted price.

3.7 Iris Media & Coaching cannot be held to its offers if the client understands or can reasonably understand that the offer, or any part of it, contains an obvious error, mistake, typographical, printing, or typesetting error.

3.8 Offers do not automatically apply to future assignments or reorders.

### **Article 4. Formation of the Agreement**

4.1 The agreement is established after the client has accepted the offer made by Iris Media & Coaching in writing. If the client's acceptance deviates from the offer by Iris Media & Coaching, the agreement is only concluded if Iris Media & Coaching has accepted these deviations in writing.

4.2 If the client provides an order to Iris Media & Coaching without a prior offer, Iris Media & Coaching is only bound to this order after Iris Media & Coaching has confirmed it in writing.

4.3 Agreements are binding upon Iris Media & Coaching once confirmed in writing or when Iris Media & Coaching begins execution without objection from the client.

### **Article 5. Execution of the Agreement**

5.1 Iris Media & Coaching determines how and by which person(s) the agreement will be executed.

5.2 Iris Media & Coaching will execute its services to the best of its knowledge and ability, with sufficient care and professionalism. However, Iris Media & Coaching has a duty of effort regarding the services provided and cannot be held liable for a result obligation, as successful outcomes depend on the client's own effort and adherence to advice and agreements.

Therefore, Iris Media & Coaching cannot be held liable for unsatisfactory results and/or failure to achieve intended goals following its services.

5.3 Iris Media & Coaching is entitled to have the agreed services (partially) performed by third parties if Iris Media & Coaching deems this desirable. Iris Media & Coaching is responsible for assessing the suitability of the third party.

5.4 If a term has been agreed upon or specified for the performance of the assignment or delivery of certain items, this is merely indicative and never constitutes a firm deadline, unless it concerns an event on a specific date. Exceeding a term does not constitute an attributable failure on the part of Iris Media & Coaching and is not grounds for dissolving the agreement.

5.5 The client is required to provide all information and data that Iris Media & Coaching deems necessary for the correct, complete, safe, and uninterrupted execution of the agreement in a timely manner and in the desired form. If the required information and/or data for the performance are not provided in a timely, desired form or desired manner, Iris Media & Coaching has the right to suspend the execution of the agreement and charge the client for the additional costs resulting from the delay. Agreed terms within the agreements only commence after the client has made the data available to Iris Media & Coaching. Iris Media & Coaching is not liable for any damage, of any nature, caused by relying on incorrect and/or incomplete information provided by the client.

5.6 The client is required to grant Iris Media & Coaching access to the location, building, or space or to make it available where the agreed activities by Iris Media & Coaching will be performed, as well as (sanitary, facility, and/or technical) facilities, connections, and materials required by Iris Media & Coaching. If (coaching) sessions take place online, the client is responsible for providing a reliable internet connection.

5.7 The client is always responsible for using the guidance, coaching, and/or advice for the purposes for which they were provided and for respecting the intellectual property rights of Iris Media & Coaching and/or parties involved in the execution. This also applies to the correct use of provided materials and timely viewing of these materials. Iris Media & Coaching reserves the right to modify the content, times, locations of events, and digital products, such as courses, at any time. If the client disrupts an event in any way, for example, by not following the instructions and/or guidelines of Iris Media & Coaching or causing a nuisance, Iris Media & Coaching reserves the right to deny the client access without any refund.

5.8 During participation in courses, the client may communicate with Iris Media & Coaching and other participants via a community. The client agrees not to post spam or unsolicited messages. Violation of these conditions may result in immediate denial of access to the community and/or the course.

5.9 The client is required to promptly inform Iris Media & Coaching of any facts or circumstances that may be relevant in connection with concluding and further executing the agreement.

5.10 Changes to the agreement are only valid if and to the extent they are agreed upon in writing between the parties.

5.11 If during the execution of the agreement it becomes apparent that it is necessary to change or supplement the agreement for proper performance, the parties will proceed to adjust the agreement in a timely manner and in mutual consultation.

5.12 If the nature, scope, or content of the agreement changes, whether at the request or instruction of the client, this may have consequences for the originally agreed amount, execution, and/or delivery periods, and/or other conditions. Iris Media & Coaching will inform the client of price changes resulting from a change in the agreement.

5.13 The client must cancel scheduled appointments, such as coaching sessions, with Iris

Media & Coaching at least 24 hours before the session. If the client does not cancel the session at least 24 hours in advance, Iris Media & Coaching has the right to charge at least the costs of the missed appointment for late cancellation (within 24 hours) or in the event of a no-show.

#### **Article 6. Right of Withdrawal**

6.1 In the case of a distance sale, where a consumer purchases one or more (digital) products and/or services without being able to inspect the product or service prior to the purchase, the consumer may cancel the agreement within a 14-day cooling-off period without providing reasons. Iris Media & Coaching may ask the consumer for the reason for withdrawal, but the consumer is not obliged to provide any reason(s). The right of withdrawal does not apply to business clients (acting in the course of a profession or business) and does not apply to custom-made products and/or services.

6.2 The cooling-off period mentioned in the first paragraph starts the day after the consumer has accepted the purchased service or has received the product.

6.3 If the consumer wishes to exercise their right of withdrawal, they must notify Iris Media & Coaching unambiguously within 14 days. This notification should be made using the model withdrawal form or by another means of communication such as email (contact@dreambigdreams.eu).

6.4 Products must be returned in their original state and packaging, if reasonably possible, and in accordance with the instructions provided by Iris Media & Coaching.

6.5 The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

6.6 If the withdrawal is valid, Iris Media & Coaching will promptly reimburse all payments made by the consumer, but no later than 14 days after the day the consumer notified Iris Media & Coaching of the withdrawal.

6.7 Reimbursement will be made free of charge and in the same way the payment was made unless the consumer agrees to another method of reimbursement.

#### **Article 7. Exclusion of the Right of Withdrawal**

7.1 When entering into a service agreement with Iris Media & Coaching, the consumer expressly agrees to the commencement of the service within 14 days after the conclusion of the agreement and declares that they waive their right of withdrawal after full performance of the service.

7.2 When purchasing digital products such as a template, e-book, workbook, or online course, the consumer expressly agrees to delivery within 14 days after purchase and declares that they waive their right of withdrawal.

7.3 Iris Media & Coaching explicitly excludes the right of withdrawal for the following products and/or services:

- Products and/or services made to the consumer's specifications and wishes or clearly intended for a specific person (such as 1-on-1 coaching);
- Services performed on a specific date or during a specific period, such as but not limited to masterclasses, workshops, webinars, or other events.

#### **Article 8. Delivery of Products**

8.1 Iris Media & Coaching guarantees that the products comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of reliability and/or usability, and the legal provisions and/or governmental regulations existing at the time the agreement was concluded, to the extent that this can reasonably be expected from Iris Media

& Coaching. However, Iris Media & Coaching is not responsible for the suitability of the products for every individual application by the client, nor for any advice regarding the use or application of the products.

8.2 Iris Media & Coaching will take the utmost care when executing product orders.

8.3 The place of delivery is the address provided by the client to Iris Media & Coaching.

8.4 If the order cannot be fulfilled or can only be partially fulfilled and there is no force majeure as described in these terms, the client has the right to terminate the agreement without cost. The client has no right to compensation.

8.5 All delivery times are indicative and are never considered fatal deadlines. The client cannot derive any rights from the stated timeframes. Exceeding a delivery period does not entitle the client to compensation or dissolution of the agreement.

8.6 In the event of termination as referred to in paragraph 4 of this article, Iris Media & Coaching will refund the purchase price and any shipping costs paid by the client as soon as possible but no later than 14 days after the termination.

8.7 If delivery of an ordered product proves impossible, Iris Media & Coaching will make an effort to make a replacement product available, if desired.

8.8 The risk of damage and/or loss of products rests with Iris Media & Coaching until the moment of delivery to the client or a third party designated by the client, unless otherwise specified in these terms and conditions.

8.9 All products delivered by Iris Media & Coaching remain the property of Iris Media & Coaching until the client has fully fulfilled all payment obligations towards Iris Media & Coaching under any agreement for the delivery of products, including claims related to failure to fulfill such an agreement.

## **Article 9. Prices, Payment, and Collection**

9.1 The client can only use the payment methods offered by Iris Media & Coaching. Invoices must be paid within 14 days and, in any case, before the commencement of the service or delivery unless explicitly agreed otherwise.

9.2 All prices are subject to printing, typographical, or typesetting errors. No liability is accepted for the consequences of printing, typographical, or typesetting errors, and Iris Media & Coaching is not obligated to deliver the product and/or service at the incorrect price.

9.3 Iris Media & Coaching has the right to change its prices at any time if it deems necessary. If the prices of offered services or products increase after the conclusion of the agreement, the client has the right to cancel the agreement as of the date the price increase takes effect. Price increases resulting from a legal regulation or provision, such as wage and material cost increases or VAT increases, are excluded from this right.

9.4 Iris Media & Coaching may also increase the agreed amount if, during the performance of the work, it becomes apparent that the original or expected amount of work was grossly underestimated at the time of the agreement, and this is not attributable to Iris Media & Coaching, so that it would not be reasonable to expect Iris Media & Coaching to perform the agreed work at the originally agreed amount.

9.5 Iris Media & Coaching reserves the right at all times to request (full) prepayment or any other security from the client when accepting the offer.

9.6 Objections to the invoice do not suspend the client's payment obligation, except for mandatory consumer rights.

9.7 Payment will be made without deduction, settlement, or suspension for any reason, except for mandatory consumer rights.

9.8 In case of non-payment or incomplete payment, Iris Media & Coaching has the right to suspend the execution of the agreement with immediate effect or to terminate it through a written declaration, without the need for a prior notice of default.

9.9 In case of non-payment or incomplete payment, the client is in default by operation of law, and Iris Media & Coaching, without requiring further notice, has the right to charge statutory (commercial or consumer) interest from the due date until the day of full payment.

9.10 Iris Media & Coaching is entitled to charge the client (extra)judicial collection costs of 15% of the total amount due, with a minimum of €150, also if the actual costs exceed the court-ordered litigation costs. This does not apply to consumers where mandatory laws differ.

9.11 Contrary to paragraphs 9.9 and 9.10, consumers will not automatically be in default. They will first receive a written notice of default granting a further 14-day period to complete the payment. This period begins on the day the consumer receives the notice of default.

9.12 Collection costs for consumers will be calculated as follows, based on the BIK scale:

- 15% of the first €2,500 with a minimum of €40 and a maximum of €375
- 10% of the next €2,500
- 5% of the next €5,000
- 1% of the next €190,000
- 0.5% of the amount exceeding €200,000 with a maximum of €6,775

9.13 Payments made by the client will first be applied to all accrued interest and costs and subsequently to the oldest outstanding invoices.

9.14 In the case of a jointly commissioned assignment, clients are jointly and severally liable for the payment of the invoiced amount, regardless of the name on the invoice.

9.15 Prices include VAT for consumers and exclude VAT for business clients. Prices are always exclusive of other costs, such as travel time, travel costs, parking fees, shipping, delivery, and administration costs, and third-party costs, unless explicitly agreed otherwise.

## **Article 10. Insolvency**

10.1 Iris Media & Coaching is entitled to terminate the agreement without further notice of default and without judicial intervention, by written notice, at the time the client:

- Is declared bankrupt or files for bankruptcy;
- Files for (provisional) suspension of payment;
- Is subject to executory attachment;
- Otherwise loses control or capacity to manage (part of) their assets.

## **Article 11. Cancellation of the Agreement**

11.1 The agreement between the client and Iris Media & Coaching terminates upon the death of the owner of Iris Media & Coaching or the consumer or upon the liquidation or dissolution of Iris Media & Coaching's business.

11.2 If work by Iris Media & Coaching is still incomplete at the time of termination, its heirs are not obligated to complete this work, even if the business of Iris Media & Coaching is continued in any way.

11.3 If the client wishes to cancel the agreement before or during its execution, the client owes Iris Media & Coaching compensation for the costs already incurred, as well as additional damages to be determined by Iris Media & Coaching. This compensation includes all damages suffered by the cancellation, including lost profits. Iris Media & Coaching reserves the right to charge the following in damages (unless explicitly agreed otherwise):  
Coaching:

- Only the actual costs incurred and work performed by Iris Media & Coaching if the agreement is canceled up to 1 month before the start of the agreement;

- 50% of the agreed total amount in damages for cancellations within 14 days before the start of the agreement;
- 75%-100% of the agreed total amount in damages for cancellations after the start of execution, depending on the moment of cancellation and the work already performed, to be determined by Iris Media & Coaching.

Other events at an external location (workshops, training sessions, etc.) or digital products or services:

- No refunds possible due to external costs being factored into the ticket price. The client receives immediate access to digital products or services upon purchase.
- Individual appointments and/or (online) meetings:
- A scheduled appointment can be rescheduled or canceled free of charge up to 24 hours before the appointment;
  - If the appointment is rescheduled or canceled within 24 hours or if there is a no-show, costs will be charged.

11.4 Contrary to the previous paragraph, in the case of cancellation due to force majeure, including but not limited to extreme weather conditions, epidemics or pandemics, government measures, and/or war, only the costs incurred by Iris Media & Coaching will be charged to the client.

11.5 The client is liable to third parties for the consequences of the cancellation and will indemnify Iris Media & Coaching against claims by these third parties.

11.6 Iris Media & Coaching is entitled to offset any amounts already paid by the client against the damages due by the client.

11.7 Iris Media & Coaching reserves the right to terminate the agreement at any time, for any reason, without being required to pay any compensation. The client is only required to pay for the work already performed unless explicitly agreed otherwise.

## **Article 12. Suspension and Dissolution**

12.1 Iris Media & Coaching has the right to suspend its obligations until all due and payable claims against the client are fully settled, in the event (1) the client does not fully comply with the obligations under the agreement, (2) Iris Media & Coaching has become aware of circumstances that give good reason to fear that the client will not properly fulfill their obligations, or (3) the client has been requested to provide security for compliance with their obligations under the agreement and such security has not been provided.

12.2 Iris Media & Coaching is also entitled to dissolve the agreement in the situations mentioned in the first paragraph of this article, or if other circumstances arise that make it impossible to perform the agreement or that make it unreasonable to expect performance based on principles of fairness and reasonableness.

12.3 Dissolution occurs through a written notice and without judicial intervention.

12.4 In the event of dissolution, the claims of Iris Media & Coaching against the client become immediately due and payable.

12.5 Iris Media & Coaching reserves the right to claim damages and is not liable for any damage or costs incurred by the client or third parties.

## **Article 13. Force Majeure**

13.1 If the execution of the agreement becomes impossible due to a cause that cannot be attributed to Iris Media & Coaching or due to circumstances that make it unreasonable to expect performance from Iris Media & Coaching, including but not limited to illness of Iris Media & Coaching or engaged third parties, computer network disruptions, or other technical failures, shortcomings by Iris Media & Coaching's suppliers or engaged third parties, epidemics and pandemics, government measures, emergencies, poor weather conditions,

delays during travel, and other disruptions in the normal course of business, Iris Media & Coaching is entitled to suspend the execution of the agreement.

13.2 In these general terms and conditions, force majeure is defined as: a circumstance that cannot be attributed to Iris Media & Coaching, and that neither by law, legal act, nor generally accepted practices can be attributed to Iris Media & Coaching. In addition to this legal definition of force majeure, force majeure is also defined as: any cause from outside, foreseen or unforeseen, over which Iris Media & Coaching has no control, but which prevents Iris Media & Coaching from fulfilling its obligations.

13.3 In the event of force majeure, Iris Media & Coaching will make reasonable efforts to provide an alternative solution if desired.

13.4 If the force majeure situation persists for at least 30 days or is of a permanent nature, both parties may dissolve the agreement by written notice, without judicial intervention, and without any entitlement to compensation.

#### **Article 14. Intellectual Property Rights**

14.1 Iris Media & Coaching reserves all rights to intellectual products used or created in the execution of the agreement with the client, to the extent such rights may exist or be established.

14.2 The client is explicitly prohibited from sharing, reproducing, publicizing, editing, processing, or exploiting any intellectual products provided by Iris Media & Coaching, including but not limited to advice, coaching, training, courses, workshops, and associated materials such as e-books and/or workbooks, except to obtain expert opinions about the services provided by Iris Media & Coaching. The agreement between the parties does not include the transfer or obligation to transfer any intellectual property rights from Iris Media & Coaching to the client.

14.3 The client may not alter, reproduce, publicize, or exploit intellectual property rights used under license by Iris Media & Coaching.

14.4 The client guarantees that any information, data, images, and texts provided by them for the execution of the agreement are free of third-party intellectual property rights and indemnifies Iris Media & Coaching against any third-party claims based on intellectual property infringement.

14.5 The content of Iris Media & Coaching's website ([www.dreambigdreams.eu](http://www.dreambigdreams.eu)), including but not limited to texts, images, layout, publications, trademarks, and domain names, is owned by Iris Media & Coaching or its licensors and is protected by intellectual property rights, including copyright. Users of the website are expressly prohibited from reproducing, processing, exploiting, or otherwise publicizing any part of the website or its materials without prior permission from Iris Media & Coaching.

14.6 After the agreement has ended, neither the client nor Iris Media & Coaching is obligated to retain any used information and data, except for statutory retention obligations.

14.7 Login details for an online service or product and the online products or services themselves may never be made public or provided to third parties by the client. They are strictly personal and non-transferable. In case of violation, access to the online services and products will be immediately terminated without the client being entitled to any compensation or refund.

14.8 The client is required to fully compensate Iris Media & Coaching and third parties for any damages resulting from violations of the provisions of this article.

#### **Article 15. Liability and Indemnification**

15.1 If the client can demonstrate that they have suffered damage due to an attributable failure by Iris Media & Coaching, which arises from or is related to the performance of the



agreement, Iris Media & Coaching's liability is limited to direct damage and to the amount that is paid out under Iris Media & Coaching's liability insurance in the relevant case. If the insurance does not cover the damage or does not pay out, the liability is limited to the invoiced or invoiceable amounts.

15.2 Iris Media & Coaching is only liable for direct damage. Direct damage is exclusively understood to mean:

- The reasonable costs incurred to determine the cause and extent of the damage, to the extent that the determination relates to damage within the meaning of these terms and conditions (expertise costs);
- The reasonable costs incurred to have the deficient performance of Iris Media & Coaching conform to the agreement, to the extent that these costs can be attributed to Iris Media & Coaching (repair costs);
- Reasonable costs incurred to prevent or limit damage, to the extent that the client can demonstrate that these costs resulted in limiting direct damage as referred to in this article.

15.3 Iris Media & Coaching is not liable for indirect damage, including but not limited to consequential damage, missed savings, loss of data, personal injury, or intangible damage.

15.4 Iris Media & Coaching is explicitly not liable for damage caused by third parties involved in the execution of the agreement, except where mandatory consumer law dictates otherwise. Business clients must address such claims directly to the third party involved.

15.5 Iris Media & Coaching is never liable for damage, of any nature, arising from:

- A force majeure situation as described in these general terms and conditions, such as illness of Iris Media & Coaching, equipment or software failures, unavailability of online environments, or digital products and/or services;
- The provision of incorrect and/or incomplete information by or on behalf of the client, or any failure to meet the obligations specified in these general terms and conditions by the client;
- The use of services for purposes other than those for which they are intended;
- Damage to products caused by improper handling by the client;
- Damage or tampering with the seal or packaging of an order/package during shipment by postal or delivery services;
- The provision of incorrect product information by suppliers or other third parties;
- Failure or incorrect following of advice and/or instructions by Iris Media & Coaching or third parties;
- Unsatisfactory results or failure to achieve the client's intended goals;
- Decisions made by the client based on advice, coaching, and guidance provided by Iris Media & Coaching, whether in consultation with Iris Media & Coaching or not;
- Damage to (the property of) participants of an event or to (the property of) the client, caused by the client's failure to fully comply with their obligations;
- A longer execution period than originally anticipated, regardless of the reason for the delay.

15.6 A claim for damages by the client must be submitted to Iris Media & Coaching within 14 days after the client discovered or could reasonably have discovered the damage. Failure to submit a timely claim will void the right to compensation. Contrary to the statutory limitation period, a limitation period of one year applies.

15.7 Iris Media & Coaching always reserves the right, where possible, to remedy or limit the client's damage by improving its service or providing a new product.

15.8 The provisions of this article do not apply in cases of intent or gross negligence by Iris Media & Coaching or its executives, and where mandatory consumer law dictates otherwise.

### **Article 16. Confidentiality**

16.1 When either party becomes aware of information of the other party that they know or reasonably should know is confidential, they shall not disclose this information to third parties. An exception applies when required by law or regulation, if necessary for the proper execution of the agreement, if Iris Media & Coaching has the client's permission, or if Iris Media & Coaching acts on its own behalf in disciplinary, civil, or criminal proceedings where such documents may be relevant.

16.2 The party receiving confidential information may only use it for the purpose for which it was provided. Information is in any case considered confidential if one of the parties designates it as such.

16.3 The information provided by the client to Iris Media & Coaching will always be carefully and confidentially stored by Iris Media & Coaching, in accordance with applicable laws and regulations, including the General Data Protection Regulation (GDPR).

16.4 Iris Media & Coaching may only use personal data obtained from the client in the context of executing the agreement and handling a complaint. It is not allowed for Iris Media & Coaching to sell, lend, or otherwise disclose the client's personal data. More information about data processing can be found in the privacy policy of Iris Media & Coaching, available at [www.dreambigdreams.eu](http://www.dreambigdreams.eu).

### **Article 17. Complaints (outside of the right of withdrawal)**

17.1 Complaints regarding the services and/or (digital) products delivered, or the invoice amount must be submitted in writing within 14 days after delivery, performance, or the shipping date, or within 14 days after discovering the defect, provided the client can prove they could not have reasonably discovered the defect earlier, to Iris Media & Coaching.

17.2 Complaints do not suspend the client's payment obligations, except for mandatory consumer rights.

17.3 If a complaint is not submitted in time, the client's rights in connection with the complaint expire, and the services and/or products delivered will be considered correctly executed/delivered. All consequences of failing to promptly report the complaint are the client's responsibility.

17.4 Iris Media & Coaching must be given the opportunity to investigate the complaint. If the complaint is valid, Iris Media & Coaching will ensure either improvement of the assignment, additional service delivery, provision of a new product, or partial refund, at Iris Media & Coaching's discretion.

17.5 Complaints can be submitted via [contact@dreambigdreams.eu](mailto:contact@dreambigdreams.eu).

### **Article 18. Applicable Law and Competent Court**

18.1 All agreements between Iris Media & Coaching and the client, as well as any disputes arising from them, are governed exclusively by Dutch law.

18.2 The applicability of the Vienna Convention or any other applicable international laws and regulations is explicitly excluded.

18.3 In the event of a dispute, both parties will make reasonable efforts to come to an appropriate solution mutually.

18.4 The Dutch court in the district where Iris Media & Coaching is located, specifically Leeuwarden, has exclusive jurisdiction to hear any disputes between the parties. For consumers, the court in the consumer's place of residence is also competent.