

Clause 1. Definitions

- o **Iris van Gulik (Equine vet Iris van Gulik):** Horse Health Academy B.V. established in Haarle (*Eekwielenweg 7, 7448 PT*), the Netherlands, Chamber of Commerce no. 92037259.
- o **Customer:** the party which has entered into an agreement with Iris van Gulik Equine vet.
- o **Agreement:** the agreement for the provision of services and / or products.
- o **Parties:** Horse health academy and Customer together.
- o **Consumer:** a customer who is an individual acting for private purposes.
- o **Writing:** also means electronical communication.
- o **Website:** <https://horsehealthacademy.com/>

Clause 2. Terms & conditions & agreement

1. These terms and conditions will apply to all offers, activities, orders, agreements and deliveries of services and/or (digital)products by Horse health academy or on behalf of Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy). For the avoidance of any doubt: these terms and conditions will not apply to the treatment of patients. In that case, these terms and conditions will apply.
2. Parties can only deviate from these terms and conditions if they have explicitly agreed upon in Writing.
3. Parties expressly exclude the applicability of supplementary and/or deviating terms and conditions of Customer or of third Parties.
4. If one or more provisions of these terms and conditions prove null or annulable, this will not affect the other provisions. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) had in mind when drafting the conditions on that issue.
5. When explaining the content of these terms and conditions, Dutch meaning is always decisive.
6. The agreement may also consist of the supply of veterinary supplements, to the extent permitted by law and with due observance of the terms and conditions.
7. The mere fact that Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is involved in the sale, supply and/or administration of veterinary supplements and/or aids in this respect does not relieve the customer and/or third parties of the obligation's incumbent on the customer and/or the third party in question with respect to the horse under the legislation and regulations in the context of the administration and administration of veterinary supplements, including administrative obligations.
8. Customer cannot transfer any rights deferring from an agreement with Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) to third Parties without the prior written consent of Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy). This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Clause 3. Webshop: products

3a. General

1. It is possible to purchase (digital) product(s) via the website and/ or webshop.
2. Payment is (usually) made prior to the purchase of the (digital) product(s).
3. A bonus or an extra does not represent any value, it can never be exchanged for money and customer cannot derive any rights from it.
4. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is not liable for the bonus or extra of a third party (added to the course).
5. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) cannot guarantee that the bonus or extra will (always) be available.

3b. Right of recovery of goods

1. As soon as Customer is in default, Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is entitled to invoke the right of recovery regarding the unpaid products delivered to customer.
2. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) invokes the right of recovery by means of a written announcement.

3. As soon as customer has been informed of the claimed right of recovery, customer must immediately return the products concerned to Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy), unless Parties agree to make other arrangements about this.
4. The costs for the collection or return of the products are at the expense of customer.

3c. Right of withdrawal

1. A consumer may cancel an online purchase during a cooling-off period of 30 days without giving any reason, provided that: *the product has not been used; the seal is still intact; the consumer has not renounced its right of withdrawal.*
2. The cooling-off period of 30 days commences on the day after the consumer has received the last product or part of 1 order.
3. The consumer can notify its right of withdrawal via Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy), if desired by using the withdrawal form that can be downloaded via the website of Horse health academy.
4. The consumer is obliged to return the product to Horse health academy within 30 days after the notification of its right of withdrawal, after which period its right of withdrawal will lapse.

3d. Reimbursement of delivery costs & return costs

1. If the purchase costs and any other costs (such as shipping and return costs) are eligible for reimbursement according to the law, Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) will refund these costs to the consumer within 14 days of receipt of the timely appeal to the right of withdrawal, provided that the consumer has returned the product to Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) in time.
2. The costs for return are only reimbursed by Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) if the complete order is returned.
3. If the consumer invokes its right of withdrawal and returns the entire order on time, the costs for returning the complete order will be borne by Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy).

3e. Right of retention

1. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) remains the owner of all delivered products until customer has fully complied with all its payment obligations regarding Horse health academy under whatever agreement with Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) including of claims regarding the shortcomings in the performance. Until then, Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) can invoke her retention of title and take back the goods.
2. The right of retention of title also applies based on previous agreements from which customer still owes payments to Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy).
3. Before the property is transferred to customer, customer may not pledge, sell or otherwise encumber the products.
4. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is never liable for damage that customer may suffer as a result of using her right of retention of title.
5. If Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) invokes her retention of title, the agreement will be dissolved, and Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) has the right to claim compensation, lost profits and interest.

3f. Delivery

1. Delivery takes place while stocks last.
2. Delivery of products ordered online takes place at the address indicated by customer.

3. If the agreed price is not paid on time, Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) has the right to suspend her obligations until the agreed price is fully paid.
4. In the event of late payment, customer is automatically in default. customer cannot object to late delivery.
5. Any delivery period specified by Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is always indicative and does not give customer the right to dissolution or compensation if this period is not met with, unless Parties have expressly agreed otherwise in Writing.
6. The delivery period starts after customer has signed the agreement and is confirmed in Writing by Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy).
7. Exceeding the specified delivery period does not entitle customer to compensation or the right to terminate the contract, unless Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) cannot deliver within **14 days** after customer has urged her to do so in Writing or if Parties have agreed otherwise.
8. Customer must ensure that the actual delivery of the products ordered by customer can take place in time.

3a. Transport costs

1. Transport costs are paid by customer unless Parties have agreed upon otherwise.

3h. Packaging & shipping

1. If the package of a delivered product is opened or damaged, customer must have a note drawn up by the forwarder or delivery person before receiving the product. In the absence of which Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) may not be held liable for any damage.
2. If customer takes care of the transport of a product, he must report any visible damage to products or the packaging prior to the transport to Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy), failing which Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) cannot be held liable for any damage.

3i. Storage

1. If customer orders products later than the agreed delivery date, the risk of any quality loss is entirely for customer.
2. Any extra costs as a result of premature or late purchase of products are entirely at customer's expense.

3j. Guarantee

1. The warranty relating to products only applies to defects caused by faulty manufacture, construction, or material.
2. The warranty does not apply in the event of normal "*wear and tear*" and damage resulting from accidents, changes made, negligence or improper use by customer, or when the cause of the defect cannot clearly be established.
3. The risk of loss, damage or theft of the products that are the subject of an agreement between Parties, will pass on to customer when these products are legally and/or factually delivered, at least are in the power of customer or of a third party who receives the product for the benefit of customer.

Clause 4. Webshop: online training

4a. General

1. It is possible to register for an online training via the website.
2. Payment is made according to the method indicated on the website. Usually, payment is made prior to services.
3. Unless there is a malfunction, customer will receive a confirmation of the placed order.
4. A bonus or an extra does not represent any value, it can never be exchanged for money and customer cannot derive any rights from it.
5. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is not liable for the bonus or extra of a third party (added to the course).
6. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) cannot guarantee that the bonus or extra will (always) be available.

4b. Cancellation

1. After successful completion of the online payment procedure, there are 3 options:
 - a. *Customer will have direct access to the online training and to the ordered products via its own login. At that moment customer can no longer cancel its order, there is no refund for money already paid. It is not possible to cancel, and customer must therefore pay the full amount. Customer agrees that Article 6:230 o of the Dutch Civil Code does not apply, that premature termination is not possible and that the right of withdrawal is excluded.*

OR

- b. *Customer will have access to the training from a certain date. Customer can cancel the training free of charge up to 24 hours in advance and the money already paid will be refunded.*

OR

- c. *Customer will have access to the full training from a certain date. Customer can only cancel that part of the training customer has not (had) access to yet. The money already paid will be refunded pro rata.*
2. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) will have the right to refuse participants for any reason. The participant will be notified of this, without Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) being obliged to disclose a reason of refusal. The payment obligation will expire, and payments already made (*proportionately to performances not yet received*) will be refunded.

4c. Obligations Customer & Horse health academy

1. Customer will make available (on time, in the desired manner and form) all information (*i.e., data and documents*) which is relevant to the execution of the agreement and to achieve a good result. It is customers own responsibility that the information is correct, complete, and reliable. Even if data comes from third parties.
2. It is customers own responsibility to make sure that the execution of the agreement can start on time.
3. If the information is not provided on time and the execution of the agreement is delayed as a result, the resulting additional costs are for customer's own expense.
4. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) will perform to the best of her knowledge and ability.
5. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) has the right to have work performed by third parties.
6. In some cases, execution of the agreement takes place in consultation, after written agreement and after payment, unless agreed otherwise.
7. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) cannot guarantee that the online training will be accessible at all times or that the online training will function without interruptions and/or malfunctions. She is in no way liable or liable for damages for any damage that arises from or is the result of the (temporary) unavailability or (interim) failure of the training.
8. Customer is responsible for the purchase and/or proper functioning of the infrastructure and proper telecom facilities (*including an internet connection*) that are required for use.

4d. Access

1. Customer keeps "a lifelong access", meaning: Customer keep access to the online training as long as the online training for which customer has registered is available on the website, whereby Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) guarantees that the online training is available for at least 3 months after registration.
2. Customer will also automatically have access to all updates and innovations that may be added later.
3. Due to problems or errors in the software or the hosting of the website, customer may sometimes be temporarily unable to access. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) will always try to solve problems as quickly as possible.
4. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) will strive to keep the materials accessible online for the duration of the purchased program. Please note that she cannot guarantee this. If Horse health academy plans to remove the materials or plan to move them to a different URL, customer will be notified by email at least 3 months in advance. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) will send this message to the last email address Customer provided to her. Failure to provide a new email address is at customers own risk.

5. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) may change the planning as well as the content for improvement of the online training. Customer will be notified of this, without Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) being obliged to state a reason. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) will send this message to the last email address customer provided to her. Failure to provide a new email address is at customer's own risk.
6. If customer joins a social media group linked to the training, customer will only have access to that group for as long as the training remains online. This means that customer will be denied access if the training is deleted, because the group is also deleted.

Clause 5. Gift voucher

1. The nature, value, duration, expiration date and/or any applicable other terms of use can be found on the gift voucher.
2. The validity is stated on the back of the gift voucher.
3. After the expiration date the gift voucher cannot be used or redeemed.
4. The gift voucher or residual value can never be exchanged for money.
5. The right of withdrawal does not apply to the gift voucher.
6. A gift voucher cannot be returned.
7. The residual value of the gift voucher can be used for a subsequent order.
8. The residual value is not transferable and can only be used from the same name in which the first use of the gift voucher took place and during the validity period.
9. Customer is not allowed to alter, falsify, undermine or otherwise unlawfully affect the gift voucher.
10. Every (attempted) unauthorized action will be registered and will result in the gift card becoming invalid.
11. Customer is not allowed to use the gift voucher for purposes other than those for which the gift voucher is issued.

Clause 6. Prices

1. All prices are in euros, are inclusive of **9% VAT** and are exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is entitled to adjust all prices for her products or services, shown in her webshop, on her website or otherwise, at any time.
3. Increases in the cost prices of products or parts thereof, which could not foresee at the time of making an offer or the conclusion of the agreement, may give rise to price increases. Customer being a Consumer has the right to terminate an agreement as a result of a price increase, unless the increase is the result of statutory regulation.

Clause 7. Payments and payment term

1. Payment is made according to the method indicated on the website. But usually, payment is made prior to services.
2. If customer receives an invoice, payment will be made without invoking suspension or settlement. Customer will transfer the agreed amount of money on time and to the bank account number Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) has provided and within **14 days of receipt**, unless agreed otherwise.
3. Payment terms are considered as fatal payment terms. This means that if customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without having to send customer a reminder or to put customer in default.
4. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of her services or products.
5. Customer waives the right to suspend the fulfillment of any obligation arising from this agreement.
6. Customer waives its right to settle any debt to Horse health academy with any claim on Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy).
7. Even if customer does not cooperate in the execution of the agreement, customer is still obliged to pay the agreed price.

Clause 8. Consequences of late payment

1. If customer does not pay within the agreed term, Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is entitled to charge an interest of 2% per month for non-commercial transactions from the day Customer is in default, whereby a part of a month is counted for a whole month.
2. When customer is in default, customer is also due to extrajudicial collection costs and may be obliged to pay any compensation to Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy). The collection costs are calculated based on the Reimbursement for extrajudicial collection costs (*in Dutch: Wet Incasso Kosten & Staffel Buitengerechtelijke Incasso Kosten*).
3. If customer does not pay on time, Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) may suspend her obligations until all payment obligations are met.
4. In the event of liquidation, bankruptcy, attachment, or suspension of payment on behalf of customer, claims of Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) on customer are immediately due and payable.
5. If customer refuses to cooperate with the performance of the agreement by Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy), Customer is still obliged to pay the agreed price to Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy).

Clause 9. Complaints & giving notice

1. Customer must examine a product provided by Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) as soon as possible for possible shortcomings.
2. If a delivered product does not comply with what customer could reasonably expect from the agreement, customer must inform Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) as soon as possible and within **3 days** after the discovery of the shortcoming. Customer gives a detailed description of the shortcoming, so that Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) can respond adequately.
3. Customer must demonstrate that the complaint relates to an agreement between Parties.
4. Customer must provide any notice of default to Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) in Writing.
5. It is the responsibility of customer that a notice of default reaches Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) (in time).

Clause 10. Warranty

1. The agreement contains a *best-efforts obligation* (in Dutch: Inspanningsverplichting) and not an obligation to obtain any result (*in Dutch: resultaatsverplichting*). Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) will do her best to guide you to the best of her ability, but customer's effort always plays a major role in the results to be achieved.
2. Except as expressly stated in these terms and conditions, there are no other guarantees, undertakings, or conditions with regard to services and products from Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy). The provisions with regard to warranty do not affect the customers warranty claims under the law.
3. Customers guarantees that customer will not use products and/or services:
 - a. *In such a way that Horse health academy's rights or those of third parties are infringed and/or in an otherwise unlawful manner, including IP rights and rights to protect privacy;*
 - b. *Contrary to applicable law or regulations;*
 - c. *Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) makes no warranty that the information provided, regardless of the source (of the content), is accurate, completely current or error-free. Horse health academy is not liable for any inaccuracy, error or incompleteness.*
4. Customer is responsible for its own decisions, whether or not in response to the advice of Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy). Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) cannot be held liable by customer if the result does not meet customers' expectations.
5. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is never a replacement of customers own veterinarian. At all times, customers own veterinarian needs to be consulted at all times.

Clause 11. Liability

1. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is only liable for any damage Customer suffers if and insofar as this damage is caused by intent or gross negligence (*in Dutch: 'Opzet & Bewuste roekeloosheid'*).
2. If Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is never liable for indirect damages, such as *loss of profit, missed savings, loss of turnover, costs incurred to prevent or determine consequential damage, loss or damage of data, damage caused by delays, reputational damage and fines imposed*.
3. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) shall not be held liable for any damages, injury or illness caused by the misuse of any product or advice. It is the sole responsibility of customer to read and follow up all (product) instructions carefully, to use the product strictly for the purpose it was designed for, and to ensure that the product is used in a safe and reasonable manner. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) shall not be held responsible for any damages, injury or illness that occur due to an allergic reaction, or as the result of any other unforeseen occurrence.
4. If Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is liable, her liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. If Iris van Gulik were to be liable, and if Iris van Gulik were therefore obligated to pay any compensation to the client, that compensation will never exceed the last paid invoice amount, with a maximum of €1500.00 EUR.
6. The limitation of liability also applies if Horse health academy is held liable for damage resulting directly or indirectly from the improper functioning of the equipment, software, data files, registers or other items used in the performance of the assignment.
7. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.
8. If customer is not the owner of the Horse, customer guarantees that the owner has granted permission to carry out this Agreement and that the terms and conditions can also be invoked against the owner.
9. Customer indemnifies Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) against all third-party claims that are related to the products and/or services supplied by Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy).
10. Every right of customer to compensation from Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) shall, in any case, expire within **12 months** after the event from which the liability arises directly or indirectly. This clause does not exclude the provisions in article 6:89 Dutch Civil Code.

Clause 12. Dissolution

1. Customer has the right to dissolve the agreement if Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is not permanent or temporarily impossible, dissolution can only take place after Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is in default.
3. Horse health academy has the right to dissolve the agreement, if customer does not fully or timely fulfill her obligations under the agreement, or if circumstances give Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) good grounds to fear that customer will not be able to fulfill her obligations properly or according to standards of reasonableness & fairness (*in Dutch: redelijkheid & billijkheid*), can no longer be expected of Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy). Such situation will arise if customer does not comply with mutual agreements.

4. If the agreement is dissolved, claims of Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) against customer are immediately due and payable.
5. The agreement ends in the event of the death of the natural person behind Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy), without heirs being obliged to pay any costs or (damage) compensation.

Clause 13. Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) in the fulfillment of any obligation to customer cannot be attributed to Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) in *any situation independent of the will of Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy), when the fulfillment of her obligations towards customer is prevented in whole or in part or when the fulfillment of her obligations cannot reasonably be required from Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy)*
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (*such as civil war, insurrection, riots, natural disasters, etc.*); defaults and force majeure of suppliers or systems or platforms, deliverymen or other third Parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) cannot fulfill one or more obligations towards customer, these obligations will be suspended until Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) can comply with it.
4. From the moment that a force majeure situation has lasted at least **60 calendar days**, both Parties may dissolve the agreement in Writing in whole or in part.
5. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) does not owe any (damage) compensation in a situation of force majeure, even if she has obtained any advantages as a result of the force majeure situation.

Clause 14. Intellectual Property

1. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) retains all intellectual property rights (*including copyright, patent law, trademark law, drawing and model law*) on all designs, drawings, writings, carriers with data or other information, images, sketches, models, models, content, unless agreed otherwise in Writing.
2. Customer receives a non-exclusive license for domestic use. Customer is not allowed to i.e., download, multiply the materials nor is the customer allowed to make the materials public in any other way.
3. In the event of infringement, Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) will warn the customer with a request to stop the infringement. If customer does not stop the infringement, Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) will have the right to demand a fee in the amount of at least three times the license fee normally charged by Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) for such use.
4. In addition, customer forfeits an amount of **5%** of the compensation referred to in this clause for each day that the violation lasts. No prior notice of default or legal proceedings are required for the forfeiture of this fine.
5. There is also no need for any kind of damage. Forfeiture of the compensation does not affect any other rights of Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy), including the right to claim compensation in addition to the fine.

Clause 15. Confidentiality

1. Both Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) and customer undertake the obligation of confidentiality towards third Parties, who are not involved in the execution of the agreement, of all information that is made available to each other, and the results obtained by processing it including information of what the confidential nature may be assumed.

Article 16. Ownership & data (GDPR)

1. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) only processes personal data in the context of the agreement.
2. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) does not process any longer or more extensively than necessary for the execution of the agreement.
3. Processing takes place in accordance with the agreement given, unless Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is obliged to act otherwise because of legislation or regulations.
4. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is at all times the owner of the copies, documents and other information carriers relating to the horse obtained through participation. Horse health academy shall keep these documents for a period of 5 (five) years.
5. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) has the right to use this data for statistical and/or scientific research, or to include them in a publication, unless customer has made express and insurmountable objections to this. If necessary and if possible, Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) will notify customer in advance of the intention to use said data for research.
6. How Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) handles personal data, can be found in her privacy policy via her website.

Clause 17. Changes in terms & conditions

1. Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) is entitled to amend or supplement these terms and conditions.
2. Changes of minor importance can be made at any time. Substantial changes in content will be discussed by Iris van Gulik paardendierenarts (Iris van Gulik equine vet, Horse health academy) with customer in advance as much as possible. Consumers are entitled to cancel the agreement in the event of a substantial change to the terms and conditions.

Clause 18. Applicable law and competent court

1. The agreement between Parties shall be interpreted and governed by the laws of the Netherlands.
2. In the event of any disputes, controversies or claims arising from or in connection with the agreement or the breach thereof, Parties shall try to settle this issue amicably between themselves.
3. Should Parties fail within sixty (60) days from the first notice of such dispute, controversy or claim, then such dispute, controversy or claim shall be resolved by the Dutch Court in Zwolle, the Netherlands, following proceedings in Dutch, unless the law prescribes otherwise.