

General terms and conditions DISC Boulevard

A. Definitions

In these general terms and conditions, the following definitions shall apply:

1. DISC Boulevard: the private limited liability company DISC Boulevard B.V.
2. Client: the natural or legal person (such as trainers, coaches, HRM professional) who has entered into an Agreement with DISC Boulevard.
3. Tariff: the financial fee payable by The Client to DISC Boulevard.
4. Agreement: the agreement within the meaning of Article 7:400 et seq. of the Dutch Civil Code that comes into being between DISC Boulevard and The Client with respect to the delivery of services and/or products in the form of analyses by DISC Boulevard, including any amendment or addition thereto, and all (legal) acts in preparation and implementation of that Agreement.
5. Participant: the natural person who takes DISC Boulevard's analysis directly or through a Client.

B. Applicability

1. These terms and conditions apply to all offers and agreements between DISC Boulevard and The Client.
2. Deviations from these terms and conditions are only valid if expressly confirmed in writing by DISC Boulevard.
3. A Customer in respect of whom these general terms and conditions have previously applied shall also be deemed to have agreed to these general terms and conditions on subsequent Agreements.
4. Should any provision of these general terms and conditions be invalid in the opinion of the competent court, these general terms and conditions shall otherwise remain in force. Instead of any invalid provision, a provision that comes closest to the intention of the parties shall apply.
5. DISC Boulevard is authorised to make amendments to the Agreement and these terms and conditions. Changes will come into effect at the time announced. If a change results in a higher total price, DISC Boulevard may increase the rate accordingly and pass it on to The Client.
6. In case of conflict between these general terms and conditions and the Agreement, the Agreement shall prevail.

C. Offers, assignment and performance of the Agreement

1. All offers are non-binding and can be revoked by DISC Boulevard at any time, even if they include a deadline for acceptance.
2. An Agreement is established after the individual agreement has been confirmed by DISC Boulevard and when payment by the Client of the pre-determined amount in the Agreement has been made.

3. The Customer agrees that the Customer shall execute the order itself. The applicability of articles 7:404, 7:407 section 2 of the Dutch Civil Code is excluded. DISC Boulevard is not liable for any shortcomings of the Client for the execution of the Agreement.
4. The Client shall ensure that all data, which DISC Boulevard indicates are necessary, or which the Client should reasonably understand are necessary for the implementation of the Agreement, are provided to DISC Boulevard in a timely manner. If the data necessary for the implementation of the Agreement are not provided to DISC Boulevard in a timely manner, DISC Boulevard has the right to suspend the implementation of the Agreement and/or charge the Customer for the additional costs resulting from the delay according to the usual rate. DISC Boulevard is further not liable for any damages, of any nature whatsoever, arising because DISC Boulevard has relied on incorrect and/or incomplete data provided by or on behalf of The Client or because The Client provided the data too late.
8. An assignment accepted by DISC Boulevard leads to an obligation of effort and not an obligation of result. DISC Boulevard endeavours to provide the agreed activities as befits a reasonably acting service provider. DISC Boulevard is not obliged to follow instructions of The Client but will take into account the wishes of The Client to the best of its ability.
9. Complaints about work performed must be reported to DISC Boulevard in writing and with a clear description within 48 hours of discovery. The Customer must give DISC Boulevard a reasonable time to still perform the agreed service properly.

D. Financial arrangements

1. DISC Boulevard should be paid the agreed rate, plus VAT.
2. To the extent that a fixed rate has been agreed for the performance of certain work and the performance of that work leads to additional work not agreed upon, DISC Boulevard will inform The Client of the financial consequences of this additional work.
3. The rates of the Agreement are available for take-up.

E. Payment

1. The customer should indicate how many analyses and in which version they want to purchase analyses. This includes an amount communicated in advance.
2. After paying the invoice, the Customer is given the opportunity to deploy the purchased analyses.
3. Payment is made by transfer to a designated bank account of DISC Boulevard through the payment methods available.
4. When paying by credit card, it will be charged immediately for the agreed amount.
4. Customer is not entitled to set off any (counter)claim against DISC Boulevard's invoices.
5. If DISC Boulevard has taken the claim to court, The Client must reimburse DISC Boulevard for the costs incurred in such proceedings.

7. In the absence of timely payment, all outstanding invoices, including those whose payment deadline has not yet expired, shall become immediately due and payable.
8. Client is not authorised to suspend any payment obligation to DISC Boulevard.
9. With regard to payments and settlements, DISC Boulevard's records are binding.

F. Cancellation by the Customer

1. The Customer has the right to cancel the Agreement before payment has been made.
2. After the conclusion of the Agreement by payment, it is no longer possible to cancel.
3. It is not possible for the Customer to rescind the Agreement and recover all or part of the costs incurred. DISC Boulevard therefore has no obligation to refund to the Customer any of the costs specified in the Agreement.

G. Force majeure

1. If DISC Boulevard is unable to carry out the agreed work due to force majeure (which includes illness of employees, strikes, fire, epidemics/pandemics, etc.) or any other circumstance not attributable to it, DISC Boulevard has the right to suspend the implementation of the Agreement in whole or in part or without dissolving the Agreement in whole or in part, without being liable for compensation.

H. Liability

1. Unless there is intent or deliberate recklessness on the part of DISC Boulevard, DISC Boulevard shall not be liable for any damages, direct or indirect and on any account whatsoever, suffered by The Client and/or any third party, regardless of how the damages arose and the persons by whom the damages were caused.
2. Liability for consequential damage is always excluded. Consequential damage is understood to include, inter alia, loss of profit, missed savings, damage to confidence/image, etc., however called.
3. If and to the extent DISC Boulevard is nevertheless found liable by the competent court in any case, the liability of DISC Boulevard for any reason whatsoever, will in all cases be limited to what the liability insurance of DISC Boulevard covers and DISC Boulevard is only obliged to compensate the damage up to the amount of the actual payment made by its insurer.
4. If the damage is not covered by insurance, the liability of DISC Boulevard is limited to the invoice value of the work in which the cause of the damage is situated, with a maximum of €5,000.
5. The Client indemnifies DISC Boulevard for all claims that third parties (including but not limited to Participants) may assert against DISC Boulevard in respect of any damages suffered or incurred.

I. Suspension and dissolution

1. DISC Boulevard shall be entitled, without notice of default being required and without being liable to compensate The Client, to suspend the performance of the Agreement and/or rescind the Agreement, if:
 - a. The Customer fails to fulfil any obligation under the Agreement, or fails to do so on time or properly;
 - b. The Customer's business is dissolved, liquidated or shut down;
 - c. foreclosure is levied on a substantial part of The Customer's assets;
2. All claims which DISC Boulevard may have or acquire against The Client in the cases referred to in paragraph 1 of this article shall be immediately and fully due and payable.
3. Client shall always be liable to reimburse DISC Boulevard for any costs incurred by DISC Boulevard.

J. Intellectual property rights

1. All rights arising from intellectual and industrial property as well as copyright belong exclusively to DISC Boulevard.
2. The client is not allowed without prior written permission of DISC Boulevard to reproduce, disclose, provide, make available or exploit, in any form or in any way, goods provided under the Agreement, including images, (website) texts, advice and the like, with or without the involvement of third parties. In case of violation Customer, without notice of default being required, will owe DISC Boulevard a fine in the amount of € 25,000.

K. Secrecy

The parties are mutually obliged to keep confidential all confidential information they have obtained from each other or from other sources in the context of the Agreement. Information is considered confidential if it has been communicated by a party or if it arises from the nature of the information.

L. Relationship & anti-solicitation clause

1. It is forbidden for The Client and its affiliated companies to enter into an employment (neither directly, nor indirectly), or otherwise work with any person introduced to The Client by DISC Boulevard or introduced to it by DISC Boulevard, without prior written approval from DISC Boulevard.
2. Upon violation of this prohibition, The Client forfeits an immediately payable fine of €25,000 per violation and €500 per day that such violation continues, without prejudice to DISC Boulevard's right to claim full damages.

M. Final provisions

1. Customer is not authorised to assign any of its rights and obligations under the Agreement or any Agreements arising therefrom to any third party without DISC Boulevard's written consent.

2. Should the circumstances assumed by the parties when entering into the Agreement change to such an extent that compliance with one or more provisions of these general terms and conditions can no longer be reasonably required of either party as a result, consultations will take place about amending the Agreement in the interim.

N. Applicable law and dispute resolution

1. Dutch law applies to all Agreements between DISC Boulevard and The Client.
2. All disputes that may arise between DISC Boulevard and The Client will be exclusively adjudicated by the court in the district where DISC Boulevard is currently located.