



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 professionals) 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 relating to the provision 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 execution 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, and also apply to all agreements involving third parties.
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 tariff accordingly and pass it on to The Client. In accordance with clause D4, the Customer has a right of termination.
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 quotations are without obligation and can be revoked by DISC Boulevard at any time, even if they contain a deadline for acceptance. Quotations do not apply to future assignments.
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 consents to the Customer executing 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. DISC Boulevard is entitled to engage third parties for the execution of (part of) the Agreement.
5. 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 at the usual rate. DISC Boulevard is not liable for damages resulting from incorrect and/or incomplete data provided by The Customer or because The Customer provided the data too late.
6. 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.
7. 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. If the Client has taken out a subscription, the Client shall always pay the agreed monthly rate no later than the first day of the month. In this case, the Client receives 4 or 5 credits per month to set out DISC analyses. The Client will also receive free extras based on the type of subscription: Basic, Plus or Pro. Every first Monday of the month, the credits will be added to the Client's account.
4. The agreed tariff and the price of a concluded subscription can be increased annually per 1 January by DISC Boulevard. The Customer will be informed about price increases and, in case of an increase of more than 10%, has the right to terminate the Agreement from the day the new tariff comes into force.



E. Payment

1. The client should indicate how many analyses and which versions it wishes to purchase analyses based on the amount communicated in advance by DISC Boulevard.
2. After payment of the invoice, the Customer will be given the opportunity to deploy the purchased analyses.
3. Payment is made by transfer to a designated bank account of DISC Boulevard via the payment methods offered for this purpose.
4. The Client is not entitled to suspend its payment obligation or to offset 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 full extrajudicial and, if necessary, court costs.
7. With regard to payments and settlements, DISC Boulevard's records are binding.

F. Cancellation by the Customer at Training

1. The Customer has the right to cancel the Agreement in writing before the agreed commencement date. The date of the postmark or e-mail date applies as the cancellation date. In case of cancellation, 10% of the agreed total price will be charged.
2. After the conclusion of the Agreement (payment), it is no longer possible to cancel free of charge.
3. Cancellation or change of details by the Customer can take place up to 4 weeks before the start of the Agreement. In doing so, only the cancellation fee as stated in 1 will be charged.
4. For cancellation more than 21 days prior to the agreed date: 35% of the agreed amount.
5. For cancellation between 21 days and 14 days prior to the agreed date: 50% of the agreed amount.
6. For cancellation between 14 days and 7 days prior to the agreed date: 75% of the agreed amount.
7. For cancellation in the last 7 days prior to the agreed date: 100% of the agreed amount.
8. The Client indemnifies DISC Boulevard for all claims of whatever nature that third parties may assert against it in relation to any damages to be suffered or incurred as a result of the cancellation of the agreed work by The Client.

F. Cancellation and termination by Customer Subscription

1. The Customer has the right to cancel the Agreement before payment has been made.
2. After the establishment of the Agreement by payment, the Customer may terminate the Agreement with a notice period of one calendar month.
3. A subscription has a minimum fixed duration of 12 months. After the end of the first year, the subscription can be cancelled monthly with one calendar month's notice.
4. 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 lost 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. Termination by DISC Boulevard

1. DISC Boulevard may terminate the Agreement at any time on one calendar month's notice.
2. DISC Boulevard has the right, without notice of default being required and without being liable to pay damages to The Client, to suspend the execution of the Agreement and/or terminate the Agreement without notice, 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 has been announced or levied on a substantial part of The Customer's assets;
3. All claims that 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.
4. Client shall always be liable to reimburse DISC Boulevard for any costs incurred by DISC Boulevard in connection with termination within the meaning of this article.

J. Intellectual property

1. All intellectual property rights arising from the Agreement are vested exclusively in 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 cooperate 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 for each violation and €500 for each day 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 reasonably be 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.