GENERAL TERMS AND CONDITIONS

ASMR & Massage Academy

Article 1 – Definitions

1.1. ASMR & Massage Academy is the contractor in these general terms and conditions, established in Rheden and registered with the Chamber of Commerce under number 83370447. In these general terms and conditions, it is referred to as “ASMR & Massage Academy.”
1.2. Whenever these general terms and conditions refer to “client,” this means the counterparty.
1.3. The term “agreement” refers to the contract under which the client, against payment, purchases an (online) course and/or on-site training from ASMR & Massage Academy.

Article 2 – Applicability of general terms and conditions

2.1. These general terms and conditions apply to all quotations, agreements, resulting activities, and invoices of ASMR & Massage Academy.
2.2. These general terms and conditions also apply to third parties engaged by ASMR & Massage Academy to carry out the agreement.
2.3. ASMR & Massage Academy reserves the right to amend these general terms and conditions. In that case, the new version will be provided to the client, with the most recently provided version always prevailing. If the new version contains significant changes with adverse consequences for the client, the client has the right to terminate the agreement.
2.4. Any general terms and conditions of the client are explicitly rejected.
2.5. If one or more provisions (partially) prove to be void or nullified, the remaining provisions remain fully applicable.

Article 3 – Offer

3.1. The client may purchase the group trainings, individual training and Q&A sessions, and online courses offered by ASMR & Massage Academy through its website.
3.2. In some cases, ASMR & Massage Academy works with a waiting list, which means

the client cannot immediately purchase a training. The client may provide an email address to ASMR & Massage Academy. If the training becomes available, the client will receive an email stating that the training can be purchased.
3.3. By placing an order through the website, the client agrees to these general terms and conditions. Before placing the order, the client must confirm that they have read and understood the general terms and conditions.
3.4. ASMR & Massage Academy cannot be held to (a part of) an offer if the client could reasonably have understood that it contained an obvious mistake or clerical error.
3.5. An offer does not automatically apply to subsequent assignments.
3.6. When the agreement is concluded via the website, ASMR & Massage Academy will take appropriate security measures for electronic payment and will ensure a secure website and electronic data transfer.

Article 4 – Fees and payments

4.1. An agreement is entered into for a fixed term, unless agreed otherwise.
4.2. The prices stated in the agreement include any material costs. Rates are displayed per online course, individual training or Q&A session, or package consisting of an on-site training at ASMR & Massage Academy and access to an online course. ASMR & Massage Academy communicates both VAT-inclusive and VAT-exclusive prices.
4.3. The prices communicated at the start of the agreement are based on the price level applicable at that time. If circumstances justify, ASMR & Massage Academy may change these prices. If prices are increased within three months and the client is a consumer, the client has the right to terminate the agreement.
4.4. Payment for an online course, individual training or Q&A session, or package must be made immediately upon conclusion of the agreement.
4.5. If additional hours are spent than initially estimated, a post-calculation will take place and additional work will be charged at the applicable hourly rate.
4.6. For an online course or package, the client may also choose to pay in two instalments. The first instalment must be paid via iDeal or Bancontact. The second instalment will then be collected by direct debit unless agreed otherwise.
4.7. If a business client opts for payment in instalments, additional costs may be charged. These are included in the price per instalment shown in the offer. No extra costs are charged to consumers. If a direct debit fails, ASMR & Massage Academy is entitled to suspend its work.

4.8. If instalment payments involve a direct debit, the client grants permission for direct debit via an e-mandate during the first instalment payment.
4.9. If the parties agree that the price changes, ASMR & Massage Academy will adjust the direct debit amount accordingly, with at least 14 days' notice before the debit date.
4.10. If the client believes an amount has been debited incorrectly, they may reverse the debit within 8 weeks of the debit date. If the direct debit mandate was also submitted to the bank, the debit qualifies as a business direct debit, in which case no reversal right applies.
4.11. Invoices must be paid within 14 days of the invoice date, unless agreed otherwise.
4.12. The client is automatically in default if they do not meet their payment obligations within the specified payment term, or if a direct debit fails or is unjustifiably reversed. From that moment until the invoice is paid in full, statutory interest applies.
4.13. If the client is in default, all reasonable collection costs incurred by ASMR & Massage Academy are for the client's account.
4.14. In case of liquidation, bankruptcy or suspension of payments of the client, all claims of ASMR & Massage Academy against the client become immediately due and payable, and any granted licenses immediately lapse.

Article 5 – Provision of information

5.1. The client must provide ASMR & Massage Academy with all data necessary for the execution of the agreement in a timely manner.
5.2. The client guarantees the accuracy, completeness, and reliability of the information provided, including information provided by third parties.
5.3. ASMR & Massage Academy will handle the data confidentially.
5.4. If the client provides incorrect or incomplete information, causing the agreement not to be (fully) executed or delayed, any additional costs arising therefrom are for the client's account.
5.5. If the client provides information via digital carriers, files, or software, they guarantee that these do not contain viruses, defects, or other harmful elements.
5.6. The client indemnifies ASMR & Massage Academy against all damage resulting from non-compliance with the obligations of this article.

Article 6 – Performance of the agreement

6.1. ASMR & Massage Academy will perform the assignment to the best of its knowledge and ability, taking into account the client's wishes and information where possible.

However, the client cannot hold ASMR & Massage Academy liable for failing to achieve a desired result.
6.2. The client acknowledges that mastering the training material is not immediately possible, and while ASMR & Massage Academy will make every effort to teach the client, results also depend on factors such as the client's own effort.
6.3. The client will carry out all assignments given by ASMR & Massage Academy to the best of their ability.
6.4. ASMR & Massage Academy will never oblige the client to perform certain acts or make certain decisions. The client remains fully responsible for following any advice given.
6.5. For group trainings, ASMR & Massage Academy is entitled to change the content of (already planned) activities.
6.6. If the client has purchased a package, they may ask questions during the on-site training. If they purchased only an online course, they may ask questions in the online community, within a maximum number of questions. Additional questions may require the purchase of a separate Q&A session.
6.7. If the client purchased a package, they are responsible for scheduling their group training or 1-on-1 sessions within the agreed period. Sessions not scheduled within the term will lapse. Sessions outside the agreed term may incur extra costs.
6.8. ASMR & Massage Academy reserves the right to engage third parties in the execution of the agreement.
6.9. ASMR & Massage Academy does not carry out assignments that conflict with the law or its professional standards.

Article 7 – Amendments and cancellations

7.1. If it appears during performance that changes or additions are necessary, the agreement will be adjusted accordingly. This may result in additional work and costs, which will be charged.
7.2. If new facts or circumstances arise that disrupt the relationship of trust, ASMR & Massage Academy may terminate the agreement without being liable for damages.
7.3. If ASMR & Massage Academy is unexpectedly prevented from carrying out the work, it will inform the client as soon as possible. The training may be rescheduled or extended. If this is not possible, the client may terminate the agreement and receive a refund for the part not yet performed. However, if the client exercises a statutory right of withdrawal, this does not apply.

7.4. If the client wishes to cancel, they must do so in writing. For distance agreements, the client may cancel free of charge within 14 days unless the work begins within that period, a specific date has been agreed, or the client is a business client.
7.5. For consumer clients, cancellation before the start of training incurs the following fees:

- up to 5 weeks: 10% of the price;
- 5–3 weeks: 20%;
- 3–2 weeks: 30%;
- 2 weeks–48 hours: 40%;
- within 48 hours: 50%.

7.6. For business clients, cancellation before the start incurs:

- up to 5 weeks: 15% of the price;
- 5–3 weeks: 30%;
- 3–2 weeks: 45%;
- 2 weeks–48 hours: 60%;
- within 48 hours: 75%.

7.7. Cancellation during the programme: consumers pay for completed sessions plus 50% of remaining sessions. Business clients owe the full amount.
7.8. Individual training or Q&A sessions may be rescheduled up to 48 hours in advance. Within 48 hours or in case of absence, the session lapses. Consumers who reschedule within 48 hours pay 50% of the session price.
7.9. Late arrival shortens the session. More than 20 minutes late means the session lapses, unless agreed otherwise.
7.10. Some group sessions require a minimum number of participants. If not met, the session is cancelled and fees refunded or credited.
7.11. Group session dates are planned by ASMR & Massage Academy. If a client cannot attend, recordings or materials may be provided, but sessions cannot be rescheduled.

Article 8 – Certification

8.1. The Expert Pure, Expert Pro and Expert Team trainings include the first year of partnership as an Official Salon Partner.

8.2. The partnership, the certification and the use of the method during and after the partnership are governed by the partner agreement that the client concludes with ASMR & Massage Academy. In the event of any conflict, the provisions of the partner agreement prevail.

Online course

8.5. Access is granted after full payment, unless agreed otherwise.
8.6. If content is made fully available at once, the right of withdrawal is excluded. If released in parts, consumers may cancel mid-term with pro rata refund. Business clients owe the full amount.
8.7. As a third-party platform is used, availability cannot be guaranteed at all times.
8.8. Content remains property of ASMR & Massage Academy and is only available for a limited period, indicated in advance. The client is responsible for timely viewing.
8.9. The client is responsible for applying the acquired knowledge.
8.10. Login details may not be shared.
8.11. The client has a limited, personal license for personal inspiration, not for duplication. Creating a similar offer is not permitted.
8.12. Misuse, harassment, or undesirable behaviour may result in exclusion from the course, without refund.
8.13. Screenshots may be shared to a limited extent, with credit to ASMR & Massage Academy.
8.14. ASMR & Massage Academy may expand, limit, or modify course content.
8.15. Participants may communicate with each other. Spam or unwanted communication is forbidden and may lead to exclusion.
8.16. ASMR & Massage Academy may remove communications or shared information without notice.

Article 9 – Additional provisions regarding training sessions

9.1. ASMR & Massage Academy may change training dates and locations. Clients may then cancel or reschedule without costs.

9.2. If an offline training cannot take place due to force majeure, it may be provided online without refund.
9.3. Clients may not resell training tickets, but may reschedule per Article 7.8.
9.4. Audio or video recording during training is not allowed unless agreed.
9.5. Participants whose behaviour disrupts training may be excluded without refund.

Article 10 – Force majeure

10.1. Force majeure includes illness, accidents, fire, pandemic, epidemic, or government measures, among other things.
10.2. In case of force majeure preventing fulfilment with a consumer client, obligations are suspended. If no solution is found, either party may terminate without undoing past work.
10.3. In case of force majeure preventing completion, performance is postponed while payment obligations remain.
10.4. If the client wishes to postpone work due to a pandemic or epidemic without legal necessity, ASMR & Massage Academy may charge costs.

Article 11 – Liability

11.1. ASMR & Massage Academy is not liable for damages unless caused by intent or gross negligence.
11.2. ASMR & Massage Academy is not liable for damages arising from incorrect or incomplete information provided by the client.
11.3. The client is responsible for applying advice given.
11.4. After the agreement ends, ASMR & Massage Academy is not liable for decisions made by the client based on the training.
11.5. For online sessions, the client is responsible for internet connection.
11.6. ASMR & Massage Academy is not responsible for third-party actions.
11.7. Oils or wax may be used during training. The client must inform of allergies. Without notice, ASMR & Massage Academy is not liable for allergic reactions.
11.8. Damage to provided materials must be compensated by the client.
11.9. Liability for direct damage is limited to twice the contract price, unless fairness requires otherwise.
11.10. The client indemnifies ASMR & Massage Academy against third-party claims.

Article 12 – Intellectual property

12.1. All advice, content, online courses, trainings, and materials are protected by intellectual property rights belonging to ASMR & Massage Academy. They may not be copied, sold, or shared beyond agreed purposes.
12.2. Clients may not make personal audio or video recordings of trainings.
12.3. Infringement of this article is considered a breach of intellectual property rights, for which damages may be claimed.

Article 13 – Confidentiality

13.1. Both parties undertake to maintain confidentiality regarding confidential information received.
13.2. Information is considered confidential if communicated as such, or if confidentiality is self-evident.
13.3. ASMR & Massage Academy may disclose confidential information if required by law or court order.

Article 14 – Final provisions

14.1. Rights or obligations from the agreement cannot be transferred without prior written consent.
14.2. Electronic communication counts as written communication.
14.3. If a provision is invalid, the remaining provisions remain valid.
14.4. Headings in these conditions are for convenience only and do not affect interpretation.

Article 15 – Dispute resolution

15.1. These terms and conditions are governed by Dutch law.
15.2. Disputes should first be resolved amicably. If unsuccessful, they will be submitted to the competent court.
15.3. The competent court is that of the district where ASMR & Massage Academy is located, unless mandatory law provides otherwise.
15.4. The limitation period for all claims and defences against ASMR & Massage Academy and third parties is 12 months, deviating from statutory limitation periods.