

GENERAL TERMS AND CONDITIONS

Article 1 Definitions

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

1. *Whoosh Yoga*: Whoosh Yoga, located at Kamille 2, 5331 DN Kerkdriel, registered with the Chamber of Commerce under number 92346146, VAT registration number NL004952335B73, and legally represented by Ms. S.G. Hooijmans.
2. *Customer*: the natural or legal person who has commissioned Whoosh Yoga to provide (digital) products and/or services.
3. *Consumer*: the natural person, not acting in the exercise of a profession or business, who has commissioned Whoosh Yoga to provide (digital) products and/or services.
4. *Products and/or Services*: all services related to (online) yoga classes and coaching or training, both individually and in groups, and related (digital) products, such as courses, workshops, masterclasses, e-books, etc. Additionally, Whoosh Yoga offers freelance services as a yoga instructor for business customers. The aforementioned applies in the broadest sense of the word.
5. *Agreement*: any arrangement in writing or digital between the customer and Whoosh Yoga for the provision of products and/or services by Whoosh Yoga for the customer.
6. *Parties*: the customer and Whoosh Yoga collectively.
7. *In Writing*: Both by postal mail and digital communication methods, provided the authenticity of the sender can be sufficiently established.

Article 2 Applicability

1. These general terms and conditions apply to all offers, quotations, and agreements made or entered into by Whoosh Yoga within the scope of its operations.
2. Deviations from these general terms and conditions are only valid if and to the extent that they have been agreed upon in writing between the customer and Whoosh Yoga.
3. If the customer uses and refers to their own general terms and conditions, their applicability is hereby explicitly rejected.
4. If Whoosh Yoga uses third parties in the performance of its services, these general terms and conditions apply equally to these third parties.
5. If any provision, part of these general terms and conditions or of the agreement, is null and void or is annulled, only the specific provision will not apply, and will immediately be replaced in consultation between the parties by a provision that approximates the intent of the original provision as closely as possible. The foregoing does not affect the validity of all other provisions.
6. Whoosh Yoga reserves the right to unilaterally amend these general terms and conditions. Amendments will also apply to already concluded long-term agreements. In such cases, Whoosh Yoga will notify the customer of any changes to the general terms and conditions via email. The most recent terms and conditions are always available on the Whoosh Yoga website.
7. Amendments to the general terms and conditions will take effect one month after the customer has been informed. Only for consumers, if they do not agree with the announced changes, they have the right to dissolve the agreement before the effective date of the amended general terms and conditions. This does not apply to customers acting in the capacity of a profession or business; they are obliged to accept the changes.

Article 3 Offers and Quotations

1. All offers and/or quotations made by Whoosh Yoga are non-binding in the sense that Whoosh Yoga reserves the right to revoke an offer within five days after receipt of acceptance.
2. Offers may be based on the information provided by the customer. If it appears after the quotation that the provided information differs from the prevailing circumstances, then no rights can be derived from offers made by Whoosh Yoga.
3. Offers and/or quotations are made in writing and/or digitally, unless urgent circumstances make this impossible.
4. Whoosh Yoga cannot be held to its offers and/or quotations if the customer, in terms of reasonableness and fairness and according to generally accepted views in society, should have understood that the offer

and/or quotation or a part thereof contains an obvious mistake, clerical error, printing error, typesetting error or typographical error.

5. A combined price quotation does not oblige Whoosh Yoga to deliver part of the items included in the offer and/or quotation and/or to perform part of the assignment for a corresponding part of the stated price.
6. Offers and/or quotations do not automatically apply to future assignments or reorders.

Article 4 Agreement

1. The agreement is concluded after the customer has accepted the offer made by Whoosh Yoga. If the customer's acceptance, whether on minor points or otherwise, deviates from the offer, the agreement shall only come into effect when Whoosh Yoga expressly agrees to these deviations in writing.
2. If the customer issues an order to Whoosh Yoga without a prior offer, Whoosh Yoga is only bound by this order after it has confirmed the order in writing to the customer.
3. Agreements are only binding for Whoosh Yoga after confirmation in writing or digital format by Whoosh Yoga or once Whoosh Yoga – without objection from the customer – has commenced execution.
4. Changes to the agreement are only valid if and to the extent that they have been agreed upon in writing between the customer and Whoosh Yoga. Whoosh Yoga will implement the desired changes, provided they are reasonably possible. Changes may result in Whoosh Yoga exceeding the agreed delivery time or execution period, which is considered force majeure.
5. If during the execution of the agreement it appears necessary to amend or supplement the agreement for proper execution, Whoosh Yoga will inform the customer as soon as possible. The parties will then proceed to amend the agreement in a timely manner and by mutual consent.

Article 5 Customer Obligations

1. The customer, if applicable, is required to provide all (medical) data and documents that Whoosh Yoga deems necessary for the correct, complete, safe, responsible, and uninterrupted execution of the agreement, upon request promptly and in the desired form and manner.
2. The customer is required to grant Whoosh Yoga with access to the location, premise, or space, or to make these available, where the agreed services or activities will potentially be carried out by Whoosh Yoga, as well as provide the necessary (sanitary) facilities, connections, and materials required by Whoosh Yoga.
3. Whoosh Yoga has the right to suspend the execution of the agreement until the customer has fulfilled the obligations mentioned in the previous sections.
4. The customer is obligated to immediately inform Whoosh Yoga about (medical) facts and circumstances, as well as any changes thereto, that may be relevant to the conclusion and further execution of the agreement.
5. Any additional costs and potentially extra fees resulting from delays in execution of the agreement due to failure to provide the requested information, not provide it on time, provide it inadequately, or provide it not in accordance with the agreements, are borne by the customer.
6. The customer may expect high standards from the advice and services provided by Whoosh Yoga. However, the customer is responsible for ensuring the accuracy, completeness, and reliability of the information and documents made available to Whoosh Yoga by or on behalf of the customer, even if these come from third parties. The customer remains at all times solely responsible and liable for any possible consequences arising from providing incorrect, incomplete, and unreliable information and documents.
7. The customer is at all times solely responsible for:
 - checking or having checked whether their medical condition and the presence or absence of conditions allow participation in the (online) yoga classes or training;
 - their own health and condition during participation in (online) yoga classes and/or coaching or training and/or a digital course or workshop;
 - following the instructions and guidance provided by Whoosh Yoga and performing the exercises correctly. Whoosh Yoga is never liable for any injuries sustained by the customer due to participation in yoga classes, training, or courses. Yoga classes are not a medical treatment; Whoosh Yoga is not a doctor or medical specialist. Participation is at the customer's own risk;
 - the use of the coaching, training, classes, and digital products for their intended purposes;
 - achieving the customers' intended or desired objectives and results;
 - the security of the location, premises, or space where Whoosh Yoga may need to perform its services;
 - providing all necessary materials and tools required for the performance of Whoosh Yoga's services at the location where training and/or classes are to be conducted;
 - providing electricity, sanitary facilities, and other connections necessary for the delivery of Whoosh Yoga's services at the location where these services are performed;

- obtaining the necessary permits for the location, building, or space where Whoosh Yoga's services are provided and complying with legal requirements;
 - providing a location that is safe for the health of participants in Whoosh Yoga's services. Whoosh Yoga is not liable for any personal injury sustained by participants in its services.
8. The customer is required to read and verify the information from any received documents and/or advice for accuracy at all times and to report any inaccuracies to Whoosh Yoga as soon as possible.
 9. The customer must never share or forward login credentials for yoga classes, coaching, training, and/or related digital products such as courses and the community obtained from Whoosh Yoga with third parties.

Article 6 General Execution

1. Whoosh Yoga determines the manner in which and by whom the agreement will be executed. Whoosh Yoga will, if possible, take into account timely provided and reasonable instructions from the customer regarding the execution of the agreement.
2. Whoosh Yoga will perform the work to the best of its ability and in accordance with the standards of good craftsmanship. Whoosh Yoga is only under a duty of best efforts regarding the services provided and is not liable for disappointing results and/or failure to achieve intended objectives based on given advice, instruction, lessons, training, courses, and/or coaching, nor for any injuries.
3. Whoosh Yoga has the right to have (a part of) the work performed by a person or third party designated by Whoosh Yoga, without notifying or obtaining the explicit consent of the customer, if deemed desirable by Whoosh Yoga.
4. If during the term of the agreement, services or products are provided for the customer that are not covered by the services or products specified in the agreement, such services or products shall be deemed to be delivered under separate agreements.
5. Any deadlines specified in the agreement for the delivery of services or products are approximate and not binding. Exceeding a deadline does not constitute an attributable breach by Whoosh Yoga and does not provide grounds for dissolution of the agreement.
6. Whoosh Yoga has the right to execute the agreement in phases.
7. If the agreement is executed in phases, Whoosh Yoga has the right to suspend the execution of parts belonging to the next phase or phases until the customer has given approval in writing of the results of the preceding phase.
8. If the agreement is executed in phases, Whoosh Yoga has the right to invoice each completed part separately and to demand payment for it. If and as long as this invoice is not paid by the customer, Whoosh Yoga is not obliged to execute the next phase and has the right to suspend the agreement.
9. The customer receives login details from Whoosh Yoga for the online yoga course or classes, coaching, training, and community. The customer is solely responsible for the secure use and safekeeping of these details. Whoosh Yoga is not liable for any public disclosure or hacking of these login details.
10. One-on-one training sessions and/or individual yoga lessons are scheduled by mutual agreement between the parties. Group classes are scheduled at predetermined times established by Whoosh Yoga. Lessons from a digital course or training can be followed at any desired time, at the participant's own pace.
11. Whoosh Yoga reserves the right to deny the customer participation in or access to yoga classes, the digital learning environment, or the community at any time and at all times, without being obligated to provide a reason.
12. Whoosh Yoga reserves the right to use the customer's name, project, and work performed as a reference or example for all commercial purposes without owing any compensation to the customer, without prejudice to mandatory legal provisions regarding the personal data of natural persons. Prior consent will be requested from the customer for the use of the customer's name.

Article 7 Right of Withdrawal

1. Only in the case of a distance purchase, being the purchase of one or more products and/or services by a consumer from Whoosh Yoga without having been able to see the product or service prior to the purchase, may the consumer dissolve the agreement regarding the purchase of one or more products within a 14-day cooling-off period without giving any reason, subject to the exception included in these general terms and conditions. Whoosh Yoga may ask the consumer for the reason for withdrawal, but cannot require the customer to state their reason(s).
2. The cooling-off period mentioned in paragraph 1 commences on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:

- a. If the consumer has ordered multiple products in a single order: the day on which the last product is received. Whoosh Yoga may refuse an order of multiple products with different delivery times, provided it has clearly informed the consumer of this prior to the ordering process.
- b. If the delivery of a product consists of multiple shipments or parts: the day on which the last shipment or the last part is received;
3. If the consumer exercises their right of withdrawal, they must notify Whoosh Yoga of this unequivocally in writing or by email within 14 days. The consumer can also request a model withdrawal form from Whoosh Yoga.
4. The consumer bears the risk and the burden of proof for the correct and timely exercise of their right of withdrawal.
5. When exercising the right of withdrawal, all additional agreements between the consumer and Whoosh Yoga are terminated by operation of law.
6. If the withdrawal by the consumer is made by email, they will receive an acknowledgment of receipt from Whoosh Yoga promptly after Whoosh Yoga has received the withdrawal notice.
7. Whoosh Yoga will refund the consumer for all payments, including any shipping costs paid for the charged product, except for return shipping costs, no later than 14 days following the day of the consumer's notification of withdrawal to Whoosh Yoga.
8. Refunds are made free of charge and in the same manner as the original payment method, unless the consumer agrees to a different method of reimbursement.

Article 8 Exclusion of Right of Withdrawal

1. When the consumer enters into a service agreement with respect to (online) coaching and/or training with Whoosh Yoga, the consumer expressly agrees to the commencement of the service within 14 days of the agreement's formation and acknowledges that they waive their right of withdrawal once the service has been fully performed. The right of withdrawal does not apply to personalized coaching or training tailored to individual needs, as these are custom-made services.
2. For the purchase of digital products, such as an online yoga course that requires login or a downloadable e-book, the consumer expressly agrees to delivery within 14 days of purchase and acknowledges that they waive their right of withdrawal.
3. Whoosh Yoga expressly excludes the right of withdrawal for the following products and services:
 - a. Products and/or services made to the consumer's specifications at their request, which are not prefabricated and are created based on an individual choice or decision of the consumer, or that are clearly intended for a specific person (customized projects);
 - b. Services performed on a specific date or over a specified period, including but not limited to events, workshops, and tickets.

Article 9 Delivery and Performance Deadlines

1. Delivery and/or performance will take place within a timeframe specified by Whoosh Yoga. Agreed or specified deadlines are merely indicative and should never be considered strict deadlines.
2. If the delivery and/or performance deadline is exceeded, the customer must provide Whoosh Yoga with a notice of default in writing and allow Whoosh Yoga a reasonable period to still deliver or execute the work. Whoosh Yoga is never obligated to compensate for any resulting damages.
3. If Whoosh Yoga requires information or instructions from the customer that are necessary for delivery and/or performance, the delivery or performance period will commence only after the customer has provided these to Whoosh Yoga.

Article 10 Force Majeure

1. If Whoosh Yoga is unable to fulfill its obligations under the agreement, whether not all, not in a timely manner or not properly due to a cause not attributable to it, including but not limited to illness of herself, employees, or engaged third parties, epidemics or pandemics, government measures, disruptions in the computer network or other technical malfunctions, shortcomings of suppliers of Whoosh Yoga or third parties engaged by Whoosh Yoga, and other disruptions in the normal course of business within its own company or the customer's company, these obligations will be suspended until such time as Whoosh Yoga is able to fulfill them in the agreed manner.
2. Infringements of rights of third parties or others whose data Whoosh Yoga has stored, including but not limited to copyright, author's rights and intellectual property rights, will also be considered as force majeure.

3. For the purposes of these general terms and conditions, force majeure refers to circumstances beyond the fault of Whoosh Yoga, and which are not attributable to Whoosh Yoga under the law, a legal act, or prevailing societal norms. In addition to this definition of force majeure under the law and jurisprudence, force majeure also includes any external causes, whether foreseeable or unforeseeable, over which Whoosh Yoga has no control, but which prevent Whoosh Yoga from fulfilling its obligations.
4. If the period of force majeure lasts longer than 2 months or is of a permanent nature, either party has the right to dissolve the agreement immediately, by a notice in writing, without judicial intervention, and without either party being entitled to any compensation.
5. If, at the time of the occurrence of force majeure, Whoosh Yoga has already partially fulfilled its obligations under the agreement or will be able to fulfill them, Whoosh Yoga has the right to invoice the already fulfilled or yet to be fulfilled portion separately. The customer is obliged to pay this invoice as if it were for a separate agreement.

Article 11 Rates and (Price) Changes

1. All rates and prices are expressed in euros and include VAT, but exclude any additional costs, unless otherwise indicated.
2. Whoosh Yoga charges for services either based on hourly rates agreed upon in advance with the customer or based on a predetermined and agreed-upon amount per service or agreement. If, after the conclusion of the agreement, the level of wages and (raw material) costs increases, whether or not due to a legal obligation, Whoosh Yoga has the right to adjust its rates accordingly. The customer is obligated to pay this price increase.
3. If Whoosh Yoga charges based on hourly rates, an estimate of both the scope of the services and the associated costs will be made before Whoosh Yoga begins an assignment. However, the customer cannot derive any rights from this estimate.
4. If no rate has been explicitly agreed upon, the rate will be determined based on the actual hours worked and the standard hourly rates of Whoosh Yoga.
5. If Whoosh Yoga has agreed upon a fixed rate with the customer, Whoosh Yoga is nevertheless entitled to increase this rate if, during the execution of the work, it becomes apparent that the originally agreed upon or expected amount of work was underestimated to such an extent at the time of concluding the agreement, and this is not attributable to Whoosh Yoga, that it cannot be reasonably expected of Whoosh Yoga to perform the agreed-upon work at the originally agreed-upon rate. Whoosh Yoga will inform the customer of this immediately. The customer is obliged to pay these additional costs.
6. Whoosh Yoga itemizes invoices by assignment and, in the case of hourly rates, by the number of hours involved.
7. Whoosh Yoga has the right, before commencing work and during the course of the work, to suspend its performance until the customer has paid a deposit, as determined by Whoosh Yoga to be reasonable, for the work to be carried out, or has provided security for such payment.
8. If the agreement ends before the assignment is completed or the agreed-upon time has expired, Whoosh Yoga is entitled to payment for the fees and costs for the portion of the work that has already been performed.

Article 12 Payment

1. Payment for the services provided by Whoosh Yoga to the customer must be made in full in advance of execution, unless expressly agreed otherwise. Any subscriptions can be entered into and paid on a monthly or yearly basis.
2. If Whoosh Yoga invoices a customer based on hourly rates, these hours will be invoiced to the customer at the end of the month, and the customer must then pay the invoice within the specified invoice term.
3. If payment on an invoice basis is agreed upon, the customer must pay the invoice amount within 14 days of the invoice date, in the manner indicated by Whoosh Yoga and in the currency in which the invoice is issued, unless expressly agreed otherwise.
4. Whoosh Yoga reserves the right at all times to demand (full) advance payment.
5. Payment will be made, without prejudice to mandatory legal provisions for consumers, without deduction, setoff, or suspension for any reason whatsoever.
6. Objections to the amount of the invoice do not suspend the payment obligation, without prejudice to mandatory legal provisions for consumers.
7. If the customer fails to pay within the specified term or any subsequently agreed term, the customer is in default by operation of law. Whoosh Yoga has the right, without the need for further notice or formal demand, without prejudice to mandatory legal provisions, to charge the customer statutory (commercial)

interest on the invoiced amount from the due date until the date of full payment. This is without prejudice to any further rights of Whoosh Yoga.

8. In the event of late or incomplete payment by the customer, Whoosh Yoga is also entitled, without any prior notice or demand, to charge the customer extrajudicial collection costs amounting to 15% of the principal sum, with a minimum of €150.00. If the actual costs exceed the court-awarded legal costs, the customer is obligated to pay the full extent of these costs. This applies unless mandatory legal provisions prevent this.
9. In deviation from the provisions of paragraphs 7 and 8 above, customers acting as natural persons (consumers) will first receive a notice of default in writing, which provides an additional period of 14 days from the date of receipt of this notice of default to still fulfill their payment obligation before they are considered to be in default.
10. The extrajudicial collection costs on the principal sum for consumers are calculated in accordance with the Besluit Buitengerechtelijke Incassokosten (BIK) (Decree on Extrajudicial Collection Costs) as follows:
 - for the first €2,500.- 15%, with a minimum of €40.- and a maximum of €375.-
 - for the next €2,500.- 10%
 - for the next €5,000.- 5%
 - for the next €190.000.- 1%
 - for amounts exceeding €200,000.- 0.5%, with a maximum of €6,775.-
11. Payments made by the customer will first be applied by Whoosh Yoga to any outstanding interest and costs, and then to the oldest outstanding invoices.
12. In the case of a jointly given assignment, customers are, to the extent that the work was performed for the joint customers, jointly and severally liable for the payment of the invoice amount.
13. Whoosh Yoga is at all times entitled to demand cash payment or (partial) advance payment or interim payment or any other form of security for payment from the customer.
14. In the event of non-payment in full by the customer, Whoosh Yoga is entitled to dissolve the agreement without further notice of default or judicial intervention by means of a declaration in writing, or to suspend its obligations under the agreement until payment has been made or the customer has provided adequate security for the payment. Whoosh Yoga also has the aforementioned right to suspend its obligations if, even before the customer is in default of payment, it has reasonable grounds to doubt the customer's creditworthiness.

Article 13 Payment Incapacity

1. Without prejudice to the provisions of the other articles of these general terms and conditions, Whoosh Yoga is entitled to dissolve the agreement without further notice of default and without judicial intervention by means of a declaration in writing to the customer at the time when the customer:
 - a. is declared bankrupt or a petition for their bankruptcy has been filed;
 - b. applies for (provisional) suspension of payments;
 - c. is subject to enforcement through seizures;
 - d. is placed under guardianship or administration;
 - e. otherwise loses the authority or legal capacity to control their assets or parts thereof.

Article 14 Liability and Indemnity

1. If the customer demonstrates that they have suffered direct damage due to an attributable shortcoming by Whoosh Yoga, arising from or related to the execution of an assignment by Whoosh Yoga, Whoosh Yoga is only liable for the direct damage exclusively, without prejudice to mandatory legal provisions, and such liability is limited to the compensation provided in the specific case under the liability insurance taken out by Whoosh Yoga. If no payment is made under this liability insurance or if it does not apply, any liability is limited to a maximum of the amount invoiced or to be invoiced by Whoosh Yoga under the agreement from which the damage arises, limited to a period of 2 months for continuous agreements.
2. Whoosh Yoga shall never be liable for any business, indirect, or consequential damage suffered by the customer or third parties, including but not limited to loss of or lost profits, disruption of business operations within the customer's or third parties' enterprise, personal injury damage, or immaterial damage.
3. Whoosh Yoga shall never be liable for any form of damage suffered by third parties. The customer indemnifies Whoosh Yoga against all claims made by third parties. If Whoosh Yoga is held liable by third parties, the customer is obligated to provide both extrajudicial and judicial assistance to Whoosh Yoga. All costs and damages incurred by Whoosh Yoga and third parties are further to the expense and risk of the customer.

4. Whoosh Yoga shall never be liable for damage suffered by the customer or third parties as a result of actions or omissions of auxiliary persons or third parties engaged by Whoosh Yoga, even if they are employed by an organization affiliated with Whoosh Yoga. In such cases, the customer must only directly address these auxiliary persons or engaged third parties. This does not apply to consumers.
5. Whoosh Yoga is not liable for damage incurred by the customer or third parties resulting from:
 - failure to comply with the obligations for the customer as stated in these terms and conditions;
 - the provision of incorrect or incomplete data or information by the customer to Whoosh Yoga, or otherwise resulting from actions or omissions by the customer;
 - unskilled, incorrect, or improper use of the yoga course, advice, coaching and/or training, or digital products by the customer;
 - failure to follow advice and/or instructions from Whoosh Yoga by the customer or incorrect execution thereof, or incorrect execution of exercises by the customer;
 - use of the services for purposes other than those intended by the customer or third parties;
 - reactions of the body to and physical effects after yoga classes or training;
 - injuries, whether or not due to the presence of medical conditions or ailments;
 - all forms of personal injury damage and property damage resulting from participating in a yoga class, falling or slipping during a class, dressing and undressing, and using the restroom.

In particular in digital classes, Whoosh Yoga is not present and cannot exercise any control whatsoever over the movements made by the customer. Participation in yoga classes (both online and in-person) is entirely at the customer's own risk;

 - a longer execution or delivery period than originally anticipated, regardless of the underlying cause;
 - necessary interventions during the execution of the services to a lesson, course, training, or coaching that are unavoidable for the performance of the work as such;
 - errors in the equipment or software used;
 - disruptions or malfunctions, interruptions, or unavailability in the broadest sense of the word of the online learning environment, the program, or the lesson, training, course, or coaching session.
 - disappointing results and/or failure to achieve intended objectives, etc.;
 - damage to materials used that are owned by the customer;
 - infringements of intellectual property rights, copyrights, author's rights or privacy rights of Whoosh Yoga or third parties due to data or other information and documents provided by the customer, or due to the sharing and/or public disclosure of Whoosh Yoga's course materials and/or login credentials.
6. Whoosh Yoga reserves the right at all times, if and to the extent possible, to undo or limit the customer's damage by restoring or improving the assignment.
7. A claim for compensation of damages must be submitted to Whoosh Yoga no later than 14 days after the customer has discovered or could reasonably have discovered the damage, failing which the right to compensation for damages will expire. Contrary to the statutory limitation period, a limitation period of one year applies.
8. If Whoosh Yoga makes an obvious mistake in the execution of the work, which is recognizable to the customer, the customer is required to notify Whoosh Yoga thereof immediately after discovering or being able to discover the mistake. If the customer fails to report the mistake to Whoosh Yoga, Whoosh Yoga will not be liable for the damage.
9. The limitations of liability contained in this article do not apply if the damage results from intent or gross negligence by Whoosh Yoga or its management, or if such limitations are in conflict with mandatory legal provisions, whether applicable to consumers or not.

Article 15 Suspension/ Dissolution

1. Whoosh Yoga has the right to suspend the fulfillment of all its obligations, including the provision of necessary login credentials for participating in a class, course, or coaching to the customer or third parties, until all outstanding claims against the customer have been fully settled if:
 - a. the customer fails to fulfill their obligations under the agreement or does so incompletely.
 - b. after the conclusion of the agreement, circumstances come to the attention of Whoosh Yoga that give reasonable grounds to fear that the customer will not fulfill their obligations. If there are reasonable grounds to fear that the customer will only partially or improperly fulfill their obligations, suspension is only permitted to the extent justified by the shortcoming.
 - c. the customer has been requested to provide security for the fulfillment of their obligations under the agreement at the time of its concluding, and this security is not provided or is insufficient.

2. Furthermore, Whoosh Yoga is authorized to dissolve the agreement or have it dissolved in the aforementioned situations, or if other circumstances arise that are of such a nature that the performance of the agreement becomes impossible or can no longer be demanded according to standards of reasonableness and fairness, or if other circumstances arise otherwise that are of such a nature that unaltered maintenance of the agreement can no longer be reasonably expected.
3. Dissolution occurs by means of a notice in writing without judicial intervention.
4. If the agreement is dissolved, any claims of Whoosh Yoga against the customer become immediately due and payable. If Whoosh Yoga suspends the fulfillment of its obligations, it retains its rights under the law and the agreement.
5. Whoosh Yoga reserves the right to claim compensation for damages at all times and is not liable for any damage suffered or costs incurred by the customer or third parties.

Article 16 Termination/Cancellation

1. The agreement concluded between the customer and Whoosh Yoga shall terminate upon the death of either Whoosh Yoga or the customer, or upon the liquidation or dissolution of the business of Whoosh Yoga.
2. If the work to be performed by Whoosh Yoga is not yet completed at the end of the agreement, the heirs thereof are not obligated to (let) complete the work, even if the business of Whoosh Yoga is continued in any manner. In that case, the customer shall pay the heirs thereof the full agreed amount, reduced by a reasonable amount, to be determined in consultation with the heirs, for the unfinished portion of the work.
3. If the customer wishes to cancel the agreement prior to or during its execution, they shall be liable to pay Whoosh Yoga for reimbursement of the costs already incurred and for damages to be determined by Whoosh Yoga. This additional compensation includes all damages suffered as a result of the cancellation, including lost profit. Whoosh Yoga is entitled to fix and charge the customer for the aforementioned compensation and the costs already incurred as follows:

Digital Services and/or Products

- The customer declares upon purchase to accept delivery within the 14-day cooling-off period and to waive their right of withdrawal (for services upon completion of the service), as these digital products and/or services are delivered and can be used immediately by the customer upon purchase. Regardless of whether or not they have been used, the cancellation costs for digital products and/or services will therefore amount to 100% in the event of cancellation. The customer is not entitled to a refund.

Physical Services

- Upon cancellation up to 1 month before the start of the service (first session date), the cancellation fee is 30% of the agreed total amount for the entire agreed period;
- Upon cancellation within 1 month to 14 days before the start of the service (first session date), the cancellation fee is 50% of the agreed total amount for the entire agreed period;
- Upon cancellation within 14 days to 24 hours before the start of the service (first session date), the cancellation fee is 70% of the agreed total amount for the entire agreed period;
- Upon cancellation within 24 hours before the start of the service by Whoosh Yoga, the cancellation fee is 100%.

Physical Products

- For physical products purchased remotely, only the 14-day right of withdrawal applies. After this period, cancellation is no longer possible.
- Physical products purchased not remotely, but in a store or yoga studio, are excluded from the right of withdrawal. The purchase cannot be canceled. If there are any defects, the customer must file a complaint.

Events on a Specific Date or During a Specific Period

- Tickets for an event on a specific date or for a specific period are excluded from the right of withdrawal. If the customer wishes to cancel the purchase of a ticket, the cancellation fees amount to 100%. The customer may, however, transfer the ticket to a third party in consultation with Whoosh Yoga. The ticket price is based on the external costs to be incurred by Whoosh Yoga for an event and the number of participants. No refund can be provided.
4. The customer may reschedule a planned appointment or session once if they are unable to attend. The request to reschedule an appointment or session must be communicated to Whoosh Yoga by email no later than 24 hours prior to its commencement. If rescheduled or canceled within 24 hours prior to the scheduled appointment, the session will be forfeited within the purchased course or subscription. If it was a single session and the customer wishes to make a new appointment, payment will be required.

5. If Whoosh Yoga and the customer have agreed on monthly installments, the payment arrangement will be canceled upon cancellation, and the total remaining amount will become immediately due and payable to Whoosh Yoga by the customer. In this case, the customer is required to pay the full amount to Whoosh Yoga immediately.
6. The customer is liable to third parties for the consequences of the cancellation and will indemnify Whoosh Yoga against any claims resulting from these third parties.
7. Whoosh Yoga is entitled to set off all amounts already paid by the customer against the damages owed by the customer.
8. If the customer wishes to terminate a fixed-term agreement, such as a monthly or annual subscription, this can only be done at the end of the agreed-upon term. Early termination is not possible, or at least the customer will not be entitled to a refund. Any indefinite-term agreements can be terminated by the customer with a notice period of 2 months.
9. Termination must be done in writing and in a manner that provides proof.
10. In the event of cancellation or termination, access to any online learning environment or community will be terminated as of the end date.
11. Whoosh Yoga reserves the right to terminate an agreement with the customer at all times without observing any notice period. In such a case, the customer is required to pay Whoosh Yoga for the portion of the services rendered up to that point and will only receive a refund for any remaining difference, if applicable.

Article 17 Confidentiality, Privacy, and Cookies

1. The parties are obligated to maintain confidentiality towards third parties not involved in the execution of the agreement. This confidentiality applies to all confidential information regarding all facts and particulars concerning the businesses of which they know or can reasonably suspect are confidential, provided by the other party and the results obtained from processing such information.
This confidentiality does not apply to the extent that legal or professional rules and other national or international regulations with similar effect impose an obligation to disclose information, or to the extent that one party has exempted the other from the obligation of confidentiality. This provision also does not preclude confidential collegial consultation within the organizations of the parties, to the extent that the parties deem this necessary for the careful execution of the agreement or for the careful compliance with legal or professional obligations.
2. Whoosh Yoga is entitled to use numerical results obtained after processing, provided that these results cannot be traced back to individual customers and personal data, for statistical or comparative purposes. Whoosh Yoga also reserves the right to use the customer's name, the project, and the performed work as references or examples for all commercial purposes, without any compensation being owed to the customer. Prior consent will be requested from the customer for the use of the customer's name.
3. Whoosh Yoga does not have the right to use the information provided by the customer for any purpose other than for which it was obtained, except as specified in paragraph 2, and in cases where Whoosh Yoga acts on its own behalf in disciplinary, civil, or criminal proceedings, where such documents may be relevant. In such cases, Whoosh Yoga is not liable for any compensation for damages. Additionally, the customer is not entitled to dissolve the agreement due to any damages caused thereby.
4. Without the express prior consent in writing of Whoosh Yoga, the customer is not permitted to disclose the content of (online) lessons, courses, training, or coaching, advice, techniques, and/or other intellectual creations, along with associated materials such as e-books, videos, login credentials, and/or workbooks from Whoosh Yoga, to the public or otherwise make them available to third parties, except to the extent that this directly results from the agreement, is done to obtain expert advice on the relevant activities of Whoosh Yoga, a legal or professional obligation to disclose rests on the customer, or the customer acts on their own behalf in a disciplinary, civil, or criminal proceeding.
5. The data and information provided by the customer to Whoosh Yoga and collected by Whoosh Yoga will be kept careful and confidential by Whoosh Yoga.
6. Whoosh Yoga may only use the customer's personal data for the purpose of fulfilling its delivery obligations or handling a complaint. Whoosh Yoga is not permitted to lend, rent, sell, or otherwise disclose the customer's personal data in any way.
7. When visiting the Whoosh Yoga website, Whoosh Yoga may collect information about the customer's use of the website through cookies. The information collected by Whoosh Yoga through cookies may be used for functional and analytical purposes.
8. The customer must always behave respectfully towards Whoosh Yoga and any other participants in group programs and/or the community. Failure to comply with this obligation may result in Whoosh Yoga

terminating the customer's participation and access to the online learning environment and community, without the customer being entitled to a refund or any compensation.

9. In the event of a breach of the confidentiality provisions, the customer shall owe Whoosh Yoga an immediately payable fine of €1,000.00 per breach, plus €100.00 for each day the breach continues, up to a maximum of €10,000.00, without prejudice to the customer's obligation to compensate for any resulting damages.

Article 18 Intellectual Property

1. Whoosh Yoga reserves all rights regarding intellectual creations used or previously utilized in the execution of the agreement with the customer, to the extent that legal rights can exist or be established in relation to such intellectual products.
2. The customer is expressly prohibited from providing these products, including but not limited to (online) lessons, courses, training or coaching, advice, techniques, and/or other intellectual creations, and the associated materials such as e-books, videos, login credentials, and/or workbooks, all in the broadest sense of the word, whether with the involvement of third parties or not, to third parties, to reproduce, to disclose, to edit or process, or to exploit them in any way other than for obtaining an expert opinion regarding the work of Whoosh Yoga. The agreement between the parties does not include any transfer or obligation to transfer any intellectual property rights from Whoosh Yoga to the customer.
3. Whoosh Yoga is entitled to use the intellectual creations it has produced, which remain its (intellectual) property, including but not limited to (online) lessons, courses, training or coaching, advice, techniques, and/or other intellectual creations, as well as associated materials such as e-books, videos, login credentials, and/or workbooks, all in the broadest sense of the word, for other (online) lessons, courses, training or coaching. However, the customer may not use or edit or process these intellectual creations produced by Whoosh Yoga, except with the express permission of Whoosh Yoga.
4. The intellectual property rights of third parties that Whoosh Yoga uses under license may never be altered, reproduced, disclosed, or exploited by the customer. This includes the online learning environment or community.
5. The customer guarantees that they are entitled to use the information, texts, and documents provided by them and indemnifies Whoosh Yoga against any claims from third parties based on the infringement of intellectual property rights, author's rights or copyright laws.
6. In the event of a breach of the intellectual property provisions, the customer shall owe Whoosh Yoga an immediately payable fine of €1,000.00 per breach, plus €100.00 for each day the breach continues, up to a maximum of €10,000.00, without prejudice to the customer's obligation to compensate for any resulting damages.

Article 19 Complaints

1. Complaints regarding the delivered (digital) products and/or services and/or the invoice amount must be submitted in writing to Whoosh Yoga within 14 days after delivery or performance, or within 14 days after the discovery of the defect, if the customer can demonstrate that they could not reasonably have discovered the defect earlier, via email at: steffie@whooshyoga.com.
2. Complaints do not suspend the payment obligation of the customer.
3. If the complaint is not filed in a timely manner, all rights of the customer related to the complaint will be forfeited, and the delivered services will be deemed to have been correctly performed. All consequences of failing to report promptly are at the customer's own risk.
4. The provisions contained in this article apply insofar as mandatory legal provisions concerning consumers do not conflict with them.
5. Whoosh Yoga must be given the opportunity to investigate the complaint.

Article 20 Applicable Law and Choice of Forum

1. Dutch law applies to all agreements between the customer and Whoosh Yoga to which these general terms and conditions apply, regardless of the country in which the customer resides or is established.
2. The applicability of the Vienna Convention on Contracts for the International Sale of Goods (CISG) or other applicable international laws and regulations is expressly excluded.
3. Any disputes between the parties, without prejudice to mandatory legal provisions, shall be exclusively settled by the competent court in Arnhem, even if the customer is established abroad, without prejudice to mandatory legal provisions for consumers, in which case the court in the consumer's place of residence is also competent for dispute resolution.