### **Terms and Conditions**

#### 1. General

- 1.1 Griet Van Looy (You Thrive), with registered office in Malle, is registered with the Crossroads Bank for Enterprises (CBE) under number BE0680.874.078.
- 1.2 Only these terms and conditions apply to the relationship between Griet Van Looy (You Thrive) and the client, who acknowledges acceptance of them by commissioning the assignment.

# 2. Quotations and Price Offers – Formation of the Agreement

- 2.1 All quotations and price offers are made without obligation and under all reservations by Griet Van Looy (You Thrive). They are valid only for the period specified in the quotation, typically 30 days after the date of issue. No rights may be derived from previous quotations or price offers for future assignments.
- 2.2 Any cancellation of an assignment/trajectory by either party must be made in writing. In case of cancellation, the client owes a flat-rate compensation of 20% of the order value, in addition to payment for already delivered services. If the cancellation is made by participants, already delivered services must still be paid.
- 2.3 Any cancellation of a scheduled training day/workshop/intervision/supervision/individual coaching/video call must be made in writing at least 10 days in advance. For last-minute cancellations within 10 days, the session will still be invoiced.

# 3. Execution of the Agreement

- 3.1 Delivery deadlines are provided for information purposes only and are not binding for Griet Van Looy (You Thrive), unless explicitly agreed otherwise.
- Delays in execution cannot give rise to penalties, compensation, or termination of the agreement.
- 3.2 Partial execution is permitted. Griet Van Looy (You Thrive) reserves the right to invoice partial deliveries as the collaboration progresses.

# 4. Price

- 4.1 The agreement is concluded at the prices stated in the quotation/offer and according to the specified payment method, unless mutually agreed deviations have been confirmed by Griet Van Looy (You Thrive).
- 4.2 All prices are exclusive of VAT and other costs (e.g., insurance), unless explicitly stated otherwise. VAT is borne by the client.

### 5. Payment

- 5.1 Any invoice sent to the client-business that is not paid in full by the due date shall automatically be increased by a flat-rate and non-reducible compensation of 10% of the outstanding amount, with a minimum of €150.00, without the need for formal notice, without prejudice to legal and enforcement costs. Additionally, late payment interest will be charged by law at the legal interest rate based on the Act of 2 August 2002 on combating late payment in commercial transactions, without prior notice being required. Each commenced month counts as a full month. Partial payments will first cover costs, interest, and damages before reducing the principal balance.
- 5.2 Without prejudice to article 7, the client must contest any invoice from Griet Van Looy (You Thrive) by sending a motivated registered letter within 8 calendar days of receipt; otherwise, the invoice will be considered accepted.

## 6. Force Majeure

6.1 If Griet Van Looy (You Thrive) cannot execute the assignment due to force majeure,

including accidents, illness, epidemics, fire, war, strikes, lockouts, uprisings, delays, transport shortages, etc., Griet Van Looy (You Thrive) has the right to terminate the agreement without compensation to the client. In such a case, delivery times are automatically extended.

# 7. Complaints and Warranty

7.1 All complaints related to the delivered services must be submitted in writing within 8 calendar days to Griet Van Looy (You Thrive). Receipt of a complaint does not imply acknowledgment of validity or timeliness.

7.2 Griet Van Looy (You Thrive) is only liable for direct and demonstrable damage caused by a fault attributable to them. Griet Van Looy (You Thrive) can never be held liable for other types of damage, such as operational loss, delays, or loss of use or profit. Liability is in any case limited to the invoice value (excluding VAT) of the relevant agreement.

# 8. Transfer of Rights

8.1 The client only becomes the owner or gains the right to use accompanying and additional materials once all obligations to Griet Van Looy (You Thrive) have been fulfilled. 8.2 Despite retention of ownership, the risk related to goods transfers to the client upon delivery.

# 9. Intellectual Property

- 9.1 Any documents provided to the client before or after the agreement are protected by copyright and remain the property of Griet Van Looy (You Thrive). They may not be used, copied, or reproduced by the client without permission.
- 9.2 If intellectual property arises during the relationship with the client, the rights remain with the client unless agreed otherwise.

## 10. Privacy

- 10.1 To execute the agreement, Griet Van Looy (You Thrive) requires the following client data: name, address, phone number, email, and billing information. Griet Van Looy (You Thrive) is responsible for the processing of this data, which will only be used to fulfill the agreement.
- 10.2 In some cases, Griet Van Looy (You Thrive) is legally obliged to share personal data, e.g., due to laws, legal processes, or enforcement requests by authorities, or to prevent harm or financial loss in cases such as fraud investigations.
- 10.3 If Griet Van Looy (You Thrive) sells or transfers all or part of its business or assets, personal data may be included in the transfer. Griet Van Looy (You Thrive) will make reasonable efforts to inform the client and ensure the recipient uses the data in accordance with this article.
- 10.4 The client has the right to access and correct their data at any time.
- 10.5 Griet Van Looy (You Thrive) maintains appropriate administrative, technical, and physical safeguards to protect personal data against accidental, unlawful, or unauthorized destruction, loss, access, disclosure, or use.

## 11. Miscellaneous and Dispute Resolution

- 11.1 These terms do not affect any other legal or contractual rights of Griet Van Looy (You Thrive).
- 11.2 The client may not transfer rights and obligations under the agreement without prior written consent from Griet Van Looy (You Thrive). Unauthorized transfers are automatically void.
- 11.3 Failure by Griet Van Looy (You Thrive) to enforce any provision does not imply waiver of that provision or others.

- 11.4 Invalidity of one or more provisions does not affect the validity of the remaining provisions.
- 11.5 Only Belgian law applies to the relationship between Griet Van Looy (You Thrive) and the client. Disputes will be submitted to the courts of the district where Griet Van Looy (You Thrive) is based, without prejudice to the right to bring proceedings before the courts of the client's jurisdiction.