

# General Conditions

## Article 1 – Corporate Identity of Success Formula

Success Formula is a tutoring company for students organizing various sessions/courses for students to gain knowledge in various fields at university level. Success Formula also provides various resources in that respect, like summaries, instruction videos and review material. Success Formula v.o.f. is a vennootschap onder firma in accordance with Dutch law.

Success Formula is vested at Grote Gracht 64, 6211SZ , Maastricht, The Netherlands

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Chamber of commerce number: 69096945

## Article 2 – Relevance

1. These general conditions apply to any offer of Success Formula and to every finalized agreement between Success Formula and the customer.
2. Before the agreement is concluded, the text of these general conditions is being made available to the customer. If this is reasonably not possible before the agreement is concluded, it will be indicated that the general conditions can be viewed at Success Formula's premises and on request of the customer these general conditions shall be sent to the customer as soon as possible without extra costs.
3. All communication, offers and agreements will be in English.

## Article 3 – Offer

1. The offer contains a complete and accurate description of the offered products and/or services. The description is sufficiently detailed to enable a proper assessment of the products/services by the customer. The images and words used by Success Formula are true representations of the products and services. Obvious mistakes and errors in an offer do not bind Success Formula.
2. Each offer contains such information that it is clear for the customer which rights and obligations are related to the offer when it is accepted by the customer. This concerns in particular:
  - price inclusive taxes and any possible costs of delivery;
  - the date(s) of the courses;
  - the method of payment, delivery and performance of the contract;

- how the agreement after the conclusion is archived and if so how to consult it for the customer;
- the manner in which the customer, before concluding the agreement, can check and if necessary also restore the information provided by them under the agreement;

#### **Article 4 – The Agreement**

1. The agreement is finalized at the moment the customer accepts the offer and meets the conditions as set out in the offer.
2. If the customer has accepted the offer electronically, Success Formula will also electronically confirm that Success Formula has received the acceptance of the offer. As long as Success Formula has not confirmed the acceptance, the customer can terminate the agreement in writing or electronically without any reason.
3. If the agreement is concluded electronically, Success Formula will take appropriate technical and organizational measures to protect the electronic data transfer and a safe web environment. If the customer pays electronically, Success Formula will observe the necessary security measures. In that respect, Success Formula has entered into agreements with trustworthy payment companies.
4. Upon acceptance of an offer, the agreement can only be changed with the consent of Success Formula.

#### **Article 5 – Change and cancelation of courses**

1. In the event that in the opinion of Success Formula not enough customers registered for a certain course, Success Formula is free to choose a different date or time for the course and/or agree with the registered customer a new date or time. The customer, however, is than free to annul his registration and terminate the agreement without bearing any costs. Annulation must take place written or electronically.
2. Success Formula may also cancel a course written or electronically in the event that there are not enough customers and a change of time and/or date is not feasible. Cancelation must be done written or electronically and under clear mentioning of reasons of cancelation. Cancelation leads to annulment of the agreement with the customer and Success Formula must pay back already paid amounts within 7 days after date of cancelation.

## **Article 6 – Right of Withdrawal**

### *Right of withdrawal in relation to products*

1. The customer has the possibility to annul the agreement without giving reasons during 14 days after its conclusion. This so-called cooling off period starts on the day after the customer receives the product.
2. A designated form is made available on Success Formula's website to make use of the right of withdrawal.
3. During the cooling off period the customer shall treat the product and the package carefully. The customer shall unpack or use the product only to that extent to as far as it is necessary to judge if he wishes to keep the product.
4. If the customer wants to execute the right of withdrawal, he shall return the product with all accessories and -if reasonably possible- in the original conditioning and packaging to Success Formula, in accordance with the provided reasonable and clear instructions of Success Formula.

### *Right of withdrawal in relation to downloadable files*

1. In case the product is a digital downloadable file, the customer will have the right of withdrawal only up to the moment the customer starts the actual downloading process. The paragraphs 2 until 4 of this article apply to this paragraph 5.

### *Right of withdrawal in relation to services*

1. With respect to an agreement entered into by distance in relation to tutoring lessons, the cooling off period and the right to annul the agreement as described in paragraph 1 of this article is applicable, but the customer may not exercise his right later than 24 hours before the related lesson has started.
2. In case of an agreement to provide services, such as tutoring lessons, the cooling off period starts after the customer has received the confirmation of the agreement.

## **Article 7 – Withdrawal Costs**

1. If the customer executes the right of withdrawal, he will have to pay no more than the costs of returning the product. There are no withdrawal costs related to the cancellation of downloadable files or services.
2. If the customer has made a payment, Success Formula shall pay back this amount as soon as possible but no later than within 14 days after the return shipment.

## **Article 8 – Payments**

1. Unless otherwise agreed, the amounts due have to be met by the customer within 7 days after entering the cooling off period referred to article 6, paragraph 1.
2. In the event products and services are sold to customers, a maximum prepayment of 50% will be required, although Success Formula is free to agree a 100% downpayment with his customer. When a prepayment has been stipulated the customer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated payment has been made.
3. The customer has the duty to notify Success Formula about inaccuracies in the payment details.
4. In case of default by the customer Success Formula has, subject to legal restrictions, the right to charge the reasonable costs that are made known to the customer in advance.

## **Article 9 – Privacy**

1. Success Formula will keep the information given by customers, such as name and email address in its administration and such information will be treated in accordance with the applicable privacy policy.
2. Success Formula, his owners and/or employees will treat personal data of its customers confidentially and in line with applicable Dutch privacy rules (Wet bescherming persoonsgegevens). Success Formula will not sell personal and privacy data to third parties.
3. In the event the customer objects to the usage of personal data, the customer may inform Success Formula written or electronically.

## **Article 10 – Intellectual property**

1. All intellectual property, including the copyright on the (study)materials are the property of Success Formula.
2. Nothing may be copied or distributed to third parties without the explicit and written consent of Success Formula.

## **Article 11 – Complaints**

1. Complaints about the services of Success Formula must be sent written or electronically to Success Formula.

2. Complaints about the execution of the agreement must be described fully and clearly within reasonable time submitted to Success Formula after the customer has observed the defects.
3. The complaints submitted to the Success Formula will be answered within a period of 14 days from the day of receipt. If a complaint has a foreseeable longer processing time, Success Formula will answer within 14 days an acknowledgement and an indication when the customer will receive a more detailed answer.
4. Complaints will not suspend any payment obligation.
5. If a complaint is granted by Success Formula in relation to a single lesson, the customer will be repaid in full. If the customer did not pay the lesson(s) yet and the complaint is granted, the payment obligation no longer exists. If it concerns a series of lessons, there is only a possibility to get repaid after the first lesson upon a complaint has been granted.
6. If a complaint cannot be resolved by mutual agreement then there is a dispute that is subject to the dispute settlement.

## **Article 12 – Disputes**

1. Any offer, agreement or any legal relationship between Success Formula and the customer shall be governed by, construed and enforced by Dutch law.
2. All disputes that can not be settled amicably, will be brought before the competent court of Maastricht, the Netherlands.

## **Article 13 – Additional and Different Provisions**

Additional or different provisions compared to the General conditions/terms may not be to the prejudice of the customer and should be recorded in writing in such a manner that the customer can save these in an accessible way on a durable medium.

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