



## **General Terms and Conditions Rehab Lab B.V. (B2C)**

**Trade name:** Rehab Lab B.V.

**Business address:** Charles Stulemeijerweg 16, 5026 RT Tilburg

**Email:** support@rehablab.nl

### **Introduction:**

These General Terms and Conditions apply to the subscription service of Rehab Lab B.V.

### **Article 1: Definitions and General provisions**

- 1.1 By using the subscription, Subscription Holder agrees to these Terms and Conditions. If the Subscription Holder does not wish to agree to the General Terms and Conditions, he/she may not use the services.
- 1.2 "Subscription holder" means the natural or legal person who has registered with Rehab Lab B.V. for a monthly, half-yearly, annual or multi-year subscription.
- 1.3 "Provider" means Rehab Lab B.V.
- 1.4 "Account" means the account on the platform that makes it possible for the Subscription Holder to use the services.
- 1.5 "In writing" means by letter, e-mail, fax, SMS or WhatsApp message.
- 1.6 "Force majeure" means a cause that cannot be attributed to the Provider (such as power or internet failure) as a result of which performance cannot reasonably be required of the Provider.
- 1.7 "Controller" means a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- 1.8 Unless expressly agreed otherwise in writing, the present terms and conditions apply to all activities, quotations, quotations, agreements and agreements.
- 1.9 The stipulations in these general terms and conditions are also for the benefit of all persons working for the Provider, all persons engaged in the performance by the Provider of any assignment and for all persons for whose actions or omissions the Provider could be liable.

## **Article 2: Invoice and payment agreements**

- 2.1 Payment must be made in accordance with the underlying agreement.
- 2.2 In the event that payment has been agreed after invoicing, payment must be made within a period of 14 days.
- 2.3 In the event of non-payment or late payment in accordance with the term described above, default will occur. After the payment term has expired, the subscription holder owes the consumer interest applicable at that time .
- 2.4 If the Subscription Holder fails to comply with a payment obligation incumbent on him towards the Provider, the Subscription Holder shall, after one payment reminder ("fourteen-day letter") from the Provider, be obliged to pay the extrajudicial costs of the Provider. (in accordance with Art. 6:96 para. 2 lit. c of the Dutch Civil Code and the Decree on compensation for extrajudicial collection costs). The minimum collection costs are €40,-.

## **Article 3: (Premature) termination**

- 3.1 The Provider is at all times entitled to terminate the agreement in whole or in part in writing without stating the reason for the termination. In the event of cancellation by the Provider, the Provider does not owe a refund to the Season Holder.
- 3.2 In the event of premature cancellation, the Subscription Holder will owe the remaining subscription costs.
- 3.3 Subscription holder can cancel by e-mail .
- 3.4 In the event of temporary force majeure, the Provider and Season Holder may terminate or amend the agreement.
- 3.5 The agreement will be tacitly extended after the agreed period for periods of one month each and at the subscription rate applicable at that time, unless the Subscription Holder terminates the agreement no later than one month before the end of the current subscription period.
- 3.6 If there is an agreement for a period longer than 12 months, the Season Holder is entitled to terminate the agreement after the first year with a notice period of one month.

## **Article 4: Liability**

- 4.1 Provider is only liable for direct damage. The Provider is never liable for indirect damage, including consequential damage, lost profit, missed savings, etc.

- 4.2 The limitations of liability set out in this article do not apply if the damage is due to intent, deliberate recklessness or gross negligence on the part of the Provider or its employees.
- 4.3 The Provider is not liable for damage, of whatever nature, caused by the Provider relying on incorrect and/or incomplete information provided by or on behalf of the Season Holder. The Provider is also not liable if the instructions in the videos are not followed closely or if doctor's advice is not followed. The use of the service is at the own risk and responsibility of the Subscription Holder.
- 4.4 Subscription holder accepts that the healthcare professionals themselves are responsible for ensuring that all exercises and programs that are put together for a patient are actually suitable for that patient.
- 4.5 All claims shall lapse no later than one year after an event, which may lead to liability, has occurred, or at least has come to the knowledge of the Provider.
- 4.6 Subscription holder indemnifies the Provider against any claims from third parties who suffer damage in connection with the execution of the agreement and the cause of which is attributable to others than the Provider.
- 4.7 Subscription holder indemnifies the Provider against any liability arising from the violation of privacy of third parties.
- 4.8 The Provider accepts no liability with regard to the purchase or proper functioning of infrastructure, loss, damage, errors or incompleteness of the material, transmission errors, malfunctions or unavailability of data, computer or communication means.
- 4.9 The right to compensation depends on the fact that the Subscription Holder immediately informs the Provider when the Subscription Holder becomes aware of facts or matters that give rise to a right to compensation.

## **Article 5: Privacy**

- 5.1 The Provider shall, insofar as is necessary in the context of the agreement, store and process data on behalf of the Subscription Holder. The Provider shall also be the controller.
- 5.2 The Provider shall ensure sufficient adequate security to ensure the safety of personal data.
- 5.3 The Provider shall never sell and/or make available the personal data to third parties.
- 5.4 The Provider complies with the legal regulations regarding the protection of personal data, as laid down in the General Data Protection Regulation and other privacy legislation.

## **Article 6: Copyright**

- 6.1 The copyright in all related matters of the Provider's app and subscription service remains with the Provider at all times. Subscription Holder will not disclose and/or reproduce, modify or otherwise use this material, with the exception of its own use.

6.2 The prohibition referred to in paragraph 1 does not apply if this has been agreed in writing with the Provider.

### **Article 7: Intellectual property**

7.1 All intellectual property rights relating to the name, logo, app, subscription service and the program and business formula generally used by the Provider are vested in the Provider. The Subscription Holder will not publish and/or reproduce these or use or counterfeit them in any other way.

7.2 The prohibition referred to in paragraph 1 does not apply if this has been agreed in writing with the Provider.

### **Article 8: Delivery**

8.1 The Provider shall provide the services at the time agreed in the underlying agreement.

8.2 Additional costs incurred by the Provider, in connection with urgent delivery(s) desired by the Season Holder and/or delivery earlier than foreseen by agreement, shall be borne by the Subscription Holder.

### **Article 9: Guarantees**

9.1 The Provider cannot guarantee that:

- the service will be available at all times in connection with possible malfunctions or interruptions;
- the service leads to certain results at all times.

### **Article 10: Applicable law, disputes and nullity**

10.1 The legal relationship between the Provider and the Subscription Holder is governed by Dutch law. Only the Dutch court is competent to hear any disputes between the Provider and the Subscription Holder.

10.2 The court in Breda has exclusive jurisdiction. However, the Provider remains entitled to sue the Subscription Holder before the competent court of the place of residence of the Season Ticket Holder.

10.3 If or more provisions of these general terms and conditions are null and void or should be annulled, the other provisions of these general terms and conditions remain fully applicable.