



## **General Terms and Conditions Rehab Lab B.V. (B2B)**

**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 cannot 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-year, annual or multi-year subscription.
- 1.3 Under "Provider" is sentto Rehab Lab B.V.
  - 1.4 "Account" means the account on the platform that makes it possible for the Season Holder to use the services.
- 1.5 "In writing" meansby letter, e-mail, fax, sms or WhatsApp message.
- 1.6 "Over power" 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 pressor legal person, a public authority, a service 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 clauses 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 acts or omissions the Provider could be liable.

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

- 2.1 Payment must be madein 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 30 days.
- 2.3 The Provider has the right to charge an administration fee if payment is made after the expiry of the term.
- 2.4 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 commercial interest applicable at that time.

- 2.5 In the event that the Season Holder is in default, he will owe collection costs. In the event of a commercial agreement, the collection costs of Rehab Lab B.V. are due after the agreed final day of payment, without further notice (in accordance with Art. 6:96 para. 4 CC).

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

- 3.1 The Provider is at all times entitled to terminate the agreement in full 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 Abonnement holder may terminate or amend the agreement.
- 3.5 The agreement will be tacitly extended at the end of the agreed period for periods of a maximum of three months 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 The 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 included 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 any kind 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 is deemed to act as a professional as befits a reasonably acting and reasonably competent professional. Subscription holder accepts that the healthcare professionals themselves are responsible for ensuring that all exercises and programs that have been put together for a patient are actually suitable for that patient.
- 4.5 All claims expire no later than one year after an event, which may lead to liability, has taken place, or at least has come to the knowledge or could reasonably have come to the attention of the Provider.
- 4.6 The Subscription Holder indemnifies Offer against any claims from third parties who suffer damage in connection with the execution of the agreement and whose cause is attributable to others than the Provider.

- 4.7 The Subscription Holder indemnifies the Provider against any liability arising from the violation of privacy of third parties. Subscription holder assumes the responsibility to ensure the necessary privacy permissions, unless this is not required under the given circumstances.
- 4.8 The Provider accepts noliability 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 will, insofar as necessary in the context of the agreement, store and process data on behalf of the Subscription Holder, who will also be the controller.
- 5.2 The Subscription Holder shall provide the necessary consent of the persons whose personal data are recorded for processing by the Provider.
- 5.3 Subscription holder provides the necessary measures to inform data subjects that there will be some form of processing of personal data.
- 5.4 At all times, it is the responsibility of the Subscription Holder to inform the Provider in good time of any requests to delete personal data.
- 5.5 The Provider shall ensure sufficient adequate security to ensure the safety of personal data.
- 5.6 The Provider shall never sell and/or make the personal data available to third parties.
- 5.7 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. Subscribers do not disclose and/or reproduce, modify or otherwise use this material, with the exception of their 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 shall not publish and/or reproduce or otherwise use or counterfeit this information.
- 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 provided for by agreement, shall be borne by the Abontaker.

**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 has jurisdiction to take cognizance of 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 not or should be destroyed, the other provisions of these general terms and conditions remain fully applicable.