

Terms and Conditions 1.0, JiTe Consult

Article 1 – About

Below are the general terms and conditions of JiTe Consult, a sole proprietorship established at Americastraat 1 in Tilburg, The Netherlands. It is headed by Jarmo Tahti.

The website address of JiTe Consult is: **jiteconsult.com**.

You can reach JiTe Consult in the following ways:

- E-mail: info@jiteconsult.com and jarmo@jiteconsult.com
- Through the contact form on our website

Chamber of Commerce (KvK) No.: 65011597

VAT number: NL004886083B82

Article 2 – Definitions

In these general terms and conditions and in our agreements, several terms are used frequently. Below we explain these terms briefly:

- **we, us, our** – refers to JiTe Consult, as described in Article 1 of these terms and conditions (we are the user and owner of these general terms and conditions); and/or any third party/parties appointed and/or hired by JiTe Consult.
- **you, your** – refers to the counterparty, the legal entity or natural person acting in the exercise of a profession or business, to whom JiTe Consult makes an offer and/or with whom JiTe Consult has concluded or wishes to conclude an agreement.

The user (“we”) and the counterparty (“you”) together are referred to as **the parties**.

Agreement – every agreement as well as the (legal) acts in preparation for and execution thereof between the parties.

Service – all activities, in any form whatsoever, that we perform for or on behalf of you.

Day – a calendar day and not a working day, unless we explicitly use the term “working day.”

In writing – by e-mail or through a contact form (electronic writing).

Offer – all offers, digital proposals and/or quotations in the broadest sense of the word.

Article 3 – Applicability

These general terms and conditions apply to our entire offer, all our services, all agreements that we conclude with you, and to all our invoices. Before an agreement is concluded, we will provide you with these terms and conditions.

Deviations from these terms and conditions are only possible if the parties explicitly agree to them in writing. If the parties agree to a deviation, then that deviation only applies to the specific agreement for which it was agreed. You cannot invoke that deviation for other (future) agreements with us.

We may unilaterally amend or supplement these general terms and conditions. Changes and/or additions that are minor in nature and/or of subordinate importance can always be implemented by us. Changes and/or additions that are major in nature and/or demonstrably to your disadvantage will be discussed with you in advance.

Your own (general) terms and conditions do not apply to agreements you conclude with us.

Our general terms and conditions also apply if third parties (or their services) are used in the execution of the agreement.

If one or more provisions of these general terms and conditions are at any time partially or wholly void or annulled, the remaining provisions remain fully applicable. The parties will consult with each other to agree on new provisions to replace the void or annulled provisions.

If we do not always demand strict compliance with these general terms and conditions, this does not mean that the provisions thereof are not applicable, nor that we waive our right to demand strict compliance with these terms in other cases.

Article 4 – Our Offer

On our websites you can find a large part of our offer. This offer includes all required (detailed) information, so that you know exactly what you are choosing and what you are paying for.

If we prepare a quotation for you, we base it on the information you provide to us. Our quotations are without obligation, unless stated otherwise in the quotation.

If any (additional) conditions are attached to the quotation, we will explicitly mention this in the quotation.

A combined quotation does not oblige us to perform only part of the offer if you accept only part of the quotation. A combined quotation is a quotation in which we have offered you a combination of multiple services and/or products.

If there is an obvious error or mistake in our offer, we are not bound by it.

If we schedule an introductory consultation, it is intended as an introductory meeting. An introductory consultation is in principle non-binding and free of charge, unless we explicitly make different arrangements in writing. You can never derive any rights from the content of this consultation.

Article 5 – Agreement, Confirmation and Duration

An agreement is concluded:

- At the moment you accept our offer in our digital environment, whereby you also enter into a payment obligation and accept our general terms and conditions; and/or
- At the moment you have accepted our quotation and our general terms and conditions and confirmed this in writing, having met any stipulated conditions and thereby also entering into a payment obligation;
- Unless we revoke our offer within 5 working days after receiving your acceptance. In such case, we are not obliged to provide reasons, nor are we liable for any compensation. If you have already made a payment at that point, we will refund it within 5 days.

An agreement is also concluded at the moment we start performing work on your instruction, without you having received a digital proposal or quotation from us.

Unless explicitly agreed otherwise in writing, an agreement is entered into for a fixed term.

Fixed-term agreements end by operation of law. Premature termination by either party is not possible for agreements with a fixed term. Fixed-term agreements are not extended tacitly (automatically), unless we agree otherwise with you in writing.

Agreements for an indefinite term end by termination in writing (by email), with the parties observing a notice period of two (2) months, unless the parties have explicitly agreed otherwise in writing.

Article 6 – Changes and Additional Work

Any change to an agreement is treated as an addition to the existing agreement. We also reserve the right to refuse a proposed change. If we accept the change, we will inform you in advance by email of the extra costs we will charge for it. Changing an existing agreement can influence any agreed delivery timeframes.

Additional work may arise:

- Due to certain circumstances or facts that were not known at the time the agreement was concluded;
- Because you did not provide all information, or did not provide it in time;
- Because the parties agreed on a change or addition to the existing agreement;
- Because you wish to obtain extra or additional services.

We will inform you in advance about any additional work to be performed and the investment (cost) involved. If you do not agree to the additional work, then the original agreement will be completed as much as possible and the price agreed for that agreement will be charged to you.

Additional work is charged based on the applicable fee or hourly rate, unless we have made other arrangements with you in writing.

Article 7 – Drafts

If we have agreed with you that you will receive drafts of a work, then you will receive these drafts digitally.

You must let us know as soon as possible, in writing, whether you approve the draft. One (1) revision round is provided, during which we will implement simple revisions, unless we have made other arrangements with you. We may charge extra for multiple and/or significant revisions, but we will inform you of this in advance.

If we do not receive a response from you within seven (7) days, the draft will be considered final.

Errors in advertisements must be reported to us as soon as possible. Advertisements that have already been placed may not be edited or modified by you yourself.

Article 8 – Execution of the Agreement, Delivery and Warranty

We will execute the agreement in accordance with the standards of good craftsmanship, and we reserve the freedom to implement it according to our own technical and creative judgment.

We execute the agreement for the benefit of you (your company). Third parties cannot derive any rights from the content of the agreement, under any name or title whatsoever.

If we agree on certain execution and/or delivery deadlines with you, these deadlines are always indicative and never strict (fatal) deadlines.

In order to execute the agreement, we require certain data, documents, materials and/or information from you — including, for example, usernames and passwords for certain applications. We will indicate as much as possible what we need, but you are also obliged to share any such data, documents, materials and/or information with us if you can reasonably understand that these are necessary for carrying out the agreement.

If it is necessary for the execution of the agreement, you will grant us access to (the back end of) your website or social media accounts. When you provide us with your login details for the execution of the agreement, you also grant us a mandate (power of attorney) to use the relevant external website or social media in the context of the agreement. Any additional costs arising from this are entirely at your expense. The

parties will determine in writing in advance the maximum allowable amount of these additional costs.

We can, at your request, create accounts on websites and/or social media where you want to be visible. You will be the owner of these accounts and you grant us the authority to use them in order to execute the agreement. You are responsible for linking your payment information to the respective account.

If you place an order in our online web environment, you will receive from us as soon as possible a (digital) confirmation of receipt, containing all relevant information.

We have an obligation to perform and deliver to the best of our ability (a best-efforts obligation). We cannot guarantee that our services or agreements will meet your expectations and/or lead to certain (business) results. Achieving a particular result depends on many factors, including your own efforts (for example, what you do with the tips we give), your marketing/sales skills, how much you invest in marketing, and other marketing activities you undertake that fall outside the agreement but do influence the overall result and how quickly you grow. You are therefore not entitled to any compensation or damages if we do not meet your expected results.

We maintain an archive of our digital files and productions. This is only a one-sided best-efforts commitment from which no rights can be derived. Back-ups are made of the digital productions, and these files are kept for 3 years. This means that a client, if he or she wants a reprint or otherwise wishes to use these archived files, can request us to use the aforementioned archived files. However, it is reserved to our discretion to decide whether these files still have the required quality for the intended use.

No back-ups can be made of advertisements because they are created in the META environment (Facebook Ads Manager). You can retrieve these advertisements in META directly.

Article 9 – Engaging Third Parties

We may engage third parties (or their services) in the execution of the agreement. If this incurs additional costs, we will inform you of this in advance and in a timely manner.

The application of Articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code is excluded.

If it is necessary for the execution of the agreement, we will maintain contact with third parties affiliated with you. However, we are never liable for any act or omission by these third parties.

Article 10 – Prices and Payment

Unless explicitly stated otherwise, all prices are:

- **excluding VAT;**
- **excluding advertising costs;**
- **excluding any other government-imposed taxes or levies;**
- **excluding any (extra) costs we must incur in carrying out the agreement.**

We have the right to adjust our prices (including interim adjustments).

You will receive our invoices digitally. In principle, unless we have set other conditions, we maintain a payment term of 14 days. Payments must be transferred to the bank account indicated on the invoice.

For payments you make in our web environment, you will use a secure online payment environment. Periodic instalment amounts must always be paid in advance of the respective period via direct debit. For the first period, you pay at the moment you accept our offer (using a secure online payment environment). In addition, you explicitly give us permission to automatically debit future (partial) payments until further notice. If you intend to reverse a direct debit at your bank, you must inform us of this in writing beforehand.

If you do not pay on time, or do not pay in full, we will notify you of this. You will then receive an additional term of 14 days to fulfil your payment obligation. If you still have not paid after those 14 days, you will owe statutory interest on the outstanding amount from the expiration of that term until the moment you do pay the amount. Any extrajudicial collection costs we incur will also be charged to you. These collection costs are set at a minimum of 15% of the total invoice amount including VAT.

Article 11 – Retention of Title

As long as you have not paid an invoice in full, we retain full ownership (retention of title) of all goods delivered and yet to be delivered. Any damage to or loss of these goods is entirely at your risk and expense.

We have the right to reclaim products if you do not comply with the agreement, if you liquidate your company, apply for a suspension of payments, are declared bankrupt, or if the goods are seized.

As long as ownership of the products has not transferred to you, you are not permitted to pledge these products to third parties or otherwise encumber them for the benefit of others.

Article 12 – Intellectual Property Rights

Intellectual property rights is a collective term for the rights vested in a creation or work. These rights protect the person who created the work against others using, copying, or exploiting that work without the creator's permission.

All intellectual property rights that belonged to you prior to the formation of the agreement remain yours. All intellectual property rights that belonged to third parties prior to the formation of the agreement remain with those third parties.

All intellectual property rights that result from the agreement belong to us and/or our licensors. This also applies to concepts and/or proposals that were not implemented, as well as to free giveaways. All intellectual and industrial property rights regarding, but not limited to, our website and all materials made available to you are vested in us.

Article 13 – Suspension, Termination and Cancellation of the Agreement

We have the right to suspend the agreement or terminate it with immediate effect if:

- You do not, not fully, or not timely fulfil your obligations under the agreement;
- After the agreement is concluded, we become aware of circumstances giving us good reason to fear that you will not fulfil your obligations;
- Due to delay on your part, we can no longer reasonably be expected to fulfil the agreement under the originally agreed conditions;
- Circumstances arise which are such that fulfilment of the agreement becomes impossible.

If the suspension or termination is attributable to you, we have the right to recover any damages we suffer as a result from you. Any claims we have against you in that case become immediately due and payable.

In the event of your liquidation, (application for) suspension of payment or bankruptcy, seizure of your assets, or if you are placed under debt supervision so that you can no longer freely dispose of your assets, we are entitled to terminate the agreement immediately and with immediate effect. In that case, we owe you no compensation. Any claims we have against you become immediately due and payable in the aforementioned situations.

Termination of an agreement must be done in writing by sending an email to **jarmo@jiteconsult.com**. An agreement for a fixed term cannot be terminated prematurely nor paused. If you insist that we stop providing our services at a time when the term of the agreement has not yet expired, we will respect that request; however, you will still owe us the full amount as agreed in the contract.

When cancelling an agreement for an indefinite term, you must observe a notice period of two (2) months. During these two months, you will continue to receive the usual services or otherwise provide us with compensation. This compensation is calculated based on the average of your invoices for the last three months for those services that you are cancelling.

Article 14 – Liability

We are only liable insofar as provided in these general terms and conditions and in this article.

We are liable for an attributable failure in the performance of the agreement only if you immediately and properly notify us in writing of the failure (notice of default), provide us a reasonable period to remedy the failure, and we still culpably fail to fulfil our obligations after that period.

We are **not liable** for:

- Errors or shortcomings in the information or (address) details you prescribed or provided to us;
- Your violation of any laws or regulations;
- Errors or shortcomings resulting from lack of maintenance on your part;
- Misunderstandings, errors or shortcomings in the execution of the agreement if their cause lies with your actions or omissions;
- Errors or shortcomings by third parties engaged by you or on your behalf;
- Damage caused by third parties and/or external factors;
- The content and information on your website(s) or social media pages;
- Damage arising from third parties gaining unauthorized access to your data, documents, materials and/or information (e.g. hacking);
- Damage, loss or destruction of objects, materials or data that you provide to us (you are responsible for maintaining proper backups at all times);
- Errors in advertisements resulting from changes or edits you made yourself;
- The removal of advertisements by third parties;
- A blockage or suspension of your advertising account or META Business Manager;
- The archiving and durability of digital files and/or productions;
- Certain (disappointing) results and/or expectations you have (given our best-efforts obligation).

Except in cases of intent or deliberate recklessness on our part, any liability for damages is always limited to the agreed price (invoice value) under the agreement. If the agreement is a continuing contract with no fixed end date, our liability is limited to the amount equal to the price agreed for two months prior to the event causing the damage.

We are only liable for direct damage attributable to us. Liability for indirect damage, including but not limited to consequential damage, is entirely excluded.

All forms of liability expire 2 months after completion of the agreement.

We cannot be held liable for any damage for which you are insured yourself.

You indemnify us against all third-party claims – including the reasonable costs of legal assistance – that may arise in any way from the agreement between you and us.

We have no obligation to retain any data, documents, materials and/or information after termination of the agreement.

If the assignment given to us involves the development, use, or design of software or other digital outputs, or if we develop materials using automated systems and/or software (in the broadest sense), we accept no liability whatsoever. “Digital outputs” include internet and multimedia productions. If you wish to deviate from this exclusion, we will agree on separate written arrangements for that.

Although we will monitor, analyse, and track certain results you achieve (for example, from advertising on Facebook and Instagram (META) or other outcomes), it remains entirely your own responsibility, when it comes to advertising budgets, to intervene where necessary and to capitalize on successes. Adjusting your advertising budget upward or downward is entirely for your own account and risk.

Failures in the performance of the agreement cannot be attributed to us if they are not due to our fault, nor for our account under law, the agreement or prevailing opinions (force majeure).

Article 15 – Force Majeure

If there is a situation of force majeure on our side, we have the right, without judicial intervention, to temporarily suspend the execution of the agreement. If the force majeure on our side lasts longer than two (2) months, both parties have the right to terminate the agreement. We will inform you of this in a timely manner and in writing. In a situation of force majeure, we are not obliged to pay any (additional) compensation. However, we do reserve the right to invoice for services/products already delivered.

By **force majeure** we mean, in addition to what is understood by that term in law and jurisprudence, all external causes, whether foreseen or unforeseen, over which we have no control, which arise through no fault of ours, and which we can hardly influence so as to change the situation. Strikes in our company or in the companies of third parties, and illness of employees or of Jarmo Tahti himself, are considered force majeure. We also have the right to invoke force majeure if the circumstance rendering further fulfilment of the agreement impossible occurs after we should have fulfilled our obligations.

If the situation and the nature of the assignment allow, we will provide you with an alternative solution upon request.

Article 16 – Confidentiality

If during the execution of the agreement the parties gain knowledge of certain information of the other party that they know or reasonably should know is of a confidential nature, they will not disclose this information to any external third party. An exception applies if a legal provision or a court order requires disclosure of the information.

We do reserve the right to use the knowledge gained from carrying out the agreement for the benefit of other clients. In doing so, we will never share your confidential information with third parties.

The duty of confidentiality remains in effect after termination of the agreement for as long as the party providing the information can reasonably claim the confidential nature of the information.

The confidentiality obligation also applies to the employees of each party and any third parties engaged by each party.

We may use the result of the agreement and/or your company name for promotional purposes, unless you have objected to this in writing. In doing so, we will not share any confidential information.

Article 17 – Complaints

If you have a complaint, we are of course sorry to hear that. We have a complaints procedure for such cases.

It is your responsibility to report a complaint to us in writing by email within 8 days after you have discovered a defect in the execution of the agreement. Your complaint must be described fully and clearly.

Within 14 days of receiving your complaint, you will receive feedback from us.

You will give us at least four weeks to resolve a complaint in mutual consultation with you. If it is not resolved after this four-week period, a dispute arises.

Filing a complaint does not relieve you of your payment obligation.

If we consider your complaint justified, it is at our discretion how we will resolve it (replacement, reimbursement, or compensation).

Complaints regarding an invoice must be submitted in writing within 8 days of the invoice date. The payment deadline for the invoice is not suspended by submitting a complaint. In the absence of evidence to the contrary, the data from our administration will be leading.

Article 18 – Privacy Policy

We consider your privacy very important and therefore handle your personal data with care. You can read how we do this in our privacy statement on our website.

Article 19 – Special Provisions for Paid Coaching Sessions

Cancelling a one-on-one coaching session is done by sending an email to **jarmo@jiteconsult.com**.

You can cancel a 1:1 coaching session free of charge up to 48 hours before the start of the session. If you cancel later, we have the right to charge you for the session and/or deduct it from the number of sessions agreed. In that case, you are not entitled to any form of refund.

During the term of an agreement, you may reschedule a maximum of two (2) one-on-one sessions free of charge, in mutual consultation and subject to availability.

Sessions in group programs cannot be cancelled or rescheduled.

It is your own responsibility to arrive on time. If you arrive late (online or on location) for any reason, we cannot guarantee that the session can still take place. If you arrive too late or do not show up at all, we have the right to charge for the session or deduct it from the number of sessions agreed.

Article 20 – Travel and Parking Costs

We have the right to charge you for:

- parking costs; and/or
 - travel costs at €0.30 per kilometer; and/or
 - travel time;
- that we incur during the execution of the agreement, unless the parties explicitly agree otherwise in writing.

Article 21 – Other Provisions

You are not permitted to transfer your rights and/or obligations under the agreement to a third party without our explicit written consent. An exception applies if the transfer of rights and obligations is the result of a business takeover or an acquisition of a majority of the shares in your company.

If you receive “lifetime” access to certain online programs of JiTe Consult that form part of the agreement, this access will remain available as long as our company continues to exist or as long as our company offers the online training. However, this lifetime access will end in the event the company is sold. We always reserve the right to modify the content and/or structure of the learning platform or the online programs. We will inform

you in a timely manner about important announcements regarding your lifetime access. The termination of access does not constitute a shortcoming in the agreement, nor are you entitled to any form of refund once the access ends.

Article 22 – Disputes

Only Dutch law applies to agreements between you and us to which these general terms and conditions relate. In the event of a dispute, the parties will make every effort to reach a mutual solution. If this fails, the dispute will be submitted to the competent court in the district where we are established, unless mandatory law prescribes otherwise.

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