

Article 1: Definitions

a. PR unplugged.com:

Contractor (see details in article 2);

b. Other Party:

Any natural person, whether or not acting in the exercise of a profession or business, company or legal entity with whom PR unplugged.com has entered into an agreement or intends to enter into an agreement.

c. Consumer:

The other party as referred to in the previous paragraph, but a natural person not acting in the exercise of a profession or business.

d. Services:

All training and coaching sessions offered by PR unplugged.com, carried out as part of an assignment, which also includes work not carried out at the explicit request of the Counterparty;

e. Agreement:

A commission contract in which PR unplugged.com, against payment, performs an assignment for the Counterparty, as described in article 7:400 of the Dutch Civil Code. In any situation where the term agreement(s) or contract(s) is used, this is equivalent to a commission contract as referred to in this article. This is also understood to mean a distance contract which is concluded between PR unplugged.com and the Other Party without simultaneous personal presence of PR unplugged.com and the Other Party and in which, up to and including the moment of the conclusion of the contract, exclusive use is made of one or more means of distance communication (such as the website);

f. Durable data carrier:

Any tool which enables the PR unplugged.com to store information addressed personally to it in a way which makes this information accessible for future use for a period of time appropriate to the purpose for which the information was intended, and which allows the unchanged reproduction of the stored information;

g. In writing:

Both traditional written communication (on paper) and digital communication should be stored on a Durable Data Carrier, such as e-mail communication.

Article 2: Contractor:

Trade name:	PR unplugged.com
Address:	Piet Mondriaanplein 13 (3812 GZ) Amersfoort The Netherlands
Dutch Chamber of Commerce no.:	84411104
E-mail:	info@prunplugged.com
Website:	www.prunplugged.com
Website:	www.prunplugged.eu
Website:	www.prunplugged.nl

Phone no.:

(+31)619569426

Article 3: Applicability of these conditions

1. These general terms and conditions apply to every offer made by PR unplugged.com and every Agreement reached between PR unplugged.com and the Customer.
2. The applicability of any general terms and conditions of the Other Party, by whatever name, is expressly rejected.
3. The nullity or invalidity of one or more provisions of these general terms and conditions shall not affect the validity of the remaining provisions. In such a case, the parties shall be obliged to enter into mutual consultation in order to reach a substitute arrangement with regard to the clause affected. In doing so, the purpose and purport of the original provision shall be taken into account as much as possible.
4. Before an Agreement (at a distance) is concluded, the text of these general terms and conditions will be made available to the Other Party. If this is not reasonably possible, prior to the conclusion of a distance contract, it will be stated that the general terms and conditions are available for inspection at PR unplugged.com and/or will be sent free of charge to the Other Party as soon as possible upon request.
5. If the (distance) agreement is concluded electronically, then, contrary to the previous paragraph, and before the (distance) agreement is concluded, the text of these general terms and conditions will be made available to the Other Party electronically in such a way that it can be easily stored by the Other Party on a long-term data carrier. If this is not reasonably possible, before the (distance) agreement is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that, at the request of the Other Party, they will be sent electronically or otherwise free of charge.
6. Not only PR unplugged.com but also all persons or companies involved in the execution of any assignment for the Other Party may rely on these general terms and conditions.

Article 4: The offer

1. With regard to Services, PR unplugged.com offers various training and coaching sessions electronically on its website, for which the Other Party can register via the website.
2. The training sessions consist of group training sessions and individual training sessions. The coaching sessions consist of individual training sessions.
3. Prior to accepting the offer, these general terms and conditions shall be offered (digitally) to the Other Party for acceptance, whereby the Other Party can also save the general terms and conditions by saving them digitally.

Article 5: Conclusion of the Agreement

1. The Agreement is established by the acceptance of the offer by the Customer and by complying with the (payment) conditions. In case of an Agreement (at a distance), PR unplugged.com will confirm that Agreement to the Customer by email as soon as possible after its conclusion.

2. As long as the Counterparty has not fully complied with the stipulated (payment) conditions, PR unplugged.com has the right to suspend the fulfilment of its part of the Contract in whole or in part, to dissolve the Contract in whole or in part, or to attach special conditions to the fulfilment of the Contract.
3. If the Other Party concludes the Agreement on behalf of another natural or legal person, it declares by entering into the Agreement that it is authorised to do so. The Other Party is jointly and severally liable with this (legal) person for the fulfilment of all obligations resulting from that Agreement.
4. The Agreement is strictly personal and cannot be transferred to a third party without the written approval of PR unplugged.com.

Article 6: Grace period

1. Unless explicitly stated otherwise in the articles of these general terms and conditions, the Consumer is entitled to dissolve the Agreement, in whole or in part, up to 14 days after its conclusion, without giving reasons.

Services

2. Performance of the Distance Contract for the provision of Services within the cooling-off period referred to in the previous paragraph shall only take place at the express request of the Consumer.
3. If the Distance Contract for the provision of Services is fulfilled within the cooling-off period, the Consumer declares at the time of entering into the Distance Contract that he waives his right to dissolve the Contract as soon as it is fulfilled by PR unplugged.com.

Settlement

4. The Consumer may exercise his right of dissolution by applying to PR unplugged.com by email or by using the model withdrawal form offered by PR unplugged.com. Once PR unplugged.com has been informed about the intention of the Consumer to dissolve the distance contract, PR unplugged.com will confirm the dissolution as soon as possible by email.
5. PR unplugged.com will refund the payments received from the Consumer, less any costs, as soon as possible, but within 14 days after dissolution of the Distance Contract at the latest.
6. The Consumer has no right of dissolution after performance of the Contract (at a distance), if:
 - a. the performance has started with the express prior consent of the Consumer; or
 - b. the Consumer has declared to waive his right to rescind the Contract as soon as PR unplugged.com has fulfilled the Contract (at a distance).

Article 7: Execution of the Agreement

1. Agreements entered into with the Counterparty lead only to an obligation of effort

on the part of PR unplugged.com, and never to an obligation of result. PR unplugged.com is obliged to fulfil its obligations in such a way as may be required by standards of due care and craftsmanship according to the standards of the moment of fulfilment.

2. Before starting a training programme or coaching session, PR unplugged.com will conduct an intake interview with the Counterparty. The Counterparty guarantees that it will provide all relevant information to PR unplugged.com completely and truthfully. PR unplugged.com has the right not to conclude or terminate the Agreement on the basis of the information obtained during the intake interview.
3. The Other Party shall ensure that all information which PR unplugged.com indicates is necessary or which the Other Party should reasonably understand is necessary for the performance of the Contract, will be provided to PR unplugged.com in a timely manner. If PR unplugged.com has not been provided in a timely manner with the data necessary for the execution of the Contract, PR unplugged.com has the right to suspend the execution of the Contract and/or charge the Other Party for the additional costs resulting from the delay according to the usual tariffs.
4. If and insofar as required for proper execution of the Contract, PR unplugged.com has the right to have certain activities carried out by third parties.
5. The Other Party must report any medical contraindication for Services to PR unplugged.com.
6. The Other Party must notify PR unplugged.com in writing of any changes in its postal address, e-mail address, bank account number and telephone number in a timely manner.

Article 8: Premature termination

1. Premature termination of the Agreement (at a distance) is excluded.

Article 9: Amendments to the Agreement

1. If, during the performance of the Agreement, it appears that for a proper performance it is necessary to change and/or supplement the work to be carried out, the parties will amend the Agreement accordingly in good time and in consultation.
2. If the parties agree that the Agreement will be amended and/or supplemented, this may influence the time of completion of the execution. PR unplugged.com will inform the Other Party of this as soon as possible.
3. If amendment and/or supplementation of the Contract has financial and/or qualitative consequences, PR unplugged.com will inform the Customer thereof in advance.
4. If a fixed fee has been agreed upon, PR unplugged.com shall indicate to what extent the amendment and/or supplement to the Contract will result in an increase of that fee.

Article 10: Prices and payment

1. Unless expressly stated otherwise, all prices quoted by PR unplugged.com are

exclusive of VAT, on the understanding that in relation to Consumers prices are (also) quoted inclusive of VAT.

2. PR unplugged.com is entitled to change the agreed prices under the influence of external factors such as; changes in the law, tax changes, etc. without being permitted to terminate a current Agreement prematurely.
3. Unless expressly agreed otherwise, PR unplugged.com has the right to demand full or partial payment in advance, with the understanding that in case of a consumer purchase PR unplugged.com shall not require the Consumer to pay more than 50% of the purchase price in advance. The Consumer shall only be given the opportunity to voluntarily pay in full in advance through iDeal or by credit card. Payment at the time of actual delivery shall not be considered prepayment.
4. As long as the Counterparty is in default of payment to PR unplugged.com, PR unplugged.com shall not be required to execute or further perform the Contract.
5. Payments should be made in the agreed upon manner and within the period stated by PR unplugged.com. If the method of payment has not been agreed upon, PR unplugged.com has the right to determine this method afterwards.
6. The Other Party is always obliged to pay without settlement, except insofar as the law mandatorily prevents this for the benefit of Consumers.
7. In the event of the Other Party's liquidation, bankruptcy, applicability of the debt rescheduling for natural persons or suspension of payment, the claims against the Other Party shall become immediately due and payable.
8. PR unplugged.com is entitled to make the invoices due to the Other Party available to it exclusively by e-mail.
9. If payment is not made on time, the Other Party shall be in default by operation of law. From the day that the default of the Other Party commences, the Other Party shall owe an interest of 1% per month over the outstanding amount, whereby a part of a month shall be regarded as a full month. Contrary to the previous sentence, the legal interest rate applies instead of the contractual interest rate referred to therein if the Other Party acts in the capacity of a Consumer.
10. All reasonable costs, both judicial, extrajudicial and execution costs, incurred to obtain the amounts owed by the Other Party shall be for its account, on the understanding that the provisions of the Collection Costs Act shall not be deviated from to the detriment of the Consumer.
11. In the event that a Consumer defaults on payment, PR unplugged.com shall, contrary to the provisions of this article, not charge additional costs until after the Consumer has been reminded in vain to make payment within a period of at least 14 days.
12. Payments made by the Other Party shall always serve in the first place for settlement of all interest and costs owed, and in the second place for settlement of due and payable invoices which have been outstanding the longest, even if the Other Party states that the payment relates to a later invoice.

Article 11: Confidentiality

1. Parties are obliged to keep confidential all confidential information that they have

obtained from each other or from another source within the framework of their Agreement. Information shall be deemed to be confidential if the other party has indicated this or if this follows from the nature of the information.

2. The order will not be referred to externally by PR unplugged.com without the consent of the Other Party.

Article 12: Intellectual property

1. Insofar as any copyright, trademark, design, trade name or other intellectual property rights rest on the Services provided by PR unplugged.com under the terms of the Contract, PR unplugged.com is and will remain the holder or proprietor of these rights. The Other Party may only use the material carriers of these rights for its own use and for the purpose for which they have been provided to the Other Party, and may not reproduce them or alter or remove any copyright, brand name, model, trade name or other designation.
2. PR unplugged.com reserves the right to use knowledge acquired in the course of carrying out its work for other purposes, provided that no confidential information is brought to the attention of third parties in the process.

Article 13: Force Majeure

1. PR unplugged.com is not responsible or liable to the Other Party for any delay, non-performance, loss, damage arising from natural disasters or an 'act of God', strikes, disqualification, civil commotion, unrest, war, pandemic, fire, explosion, sabotage, storm, flood, earthquake, fog or the seizure of materials and/or manpower for national use.

Article 14: Liability

1. PR unplugged.com will provide its Services to the best of its knowledge and ability and in accordance with the requirements which may be set by a competent professional. PR unplugged.com is only obliged to perform to the best of its ability and cannot guarantee that the results which the Counterparty intends to achieve by entering into the Contract will be achieved.
2. PR unplugged.com is not a doctor or a *mental health professional*. It is at all times the responsibility of the Other Party to assess, or have assessed by a medical specialist, whether a medical procedure needs to be followed.
3. PR unplugged.com accepts no liability whatsoever for damage caused by or in connection with Services provided by it, unless the Other Party can prove that the damage was caused by intent or gross negligence on the part of PR unplugged.com.
4. PR unplugged.com is not liable for damages of any kind, because PR unplugged.com relied on incorrect and/or incomplete information provided by the Other Party.
5. The liability of PR unplugged.com is limited to a maximum of the invoice value of the Contract, or at least that part of the Contract to which the liability of PR unplugged.com relates, on the understanding that the liability of PR unplugged.com shall never exceed the amount paid out in the case in question under PR

unplugged.com's liability insurance policy, if any, plus PR unplugged.com's excess under that insurance policy. In the event that the Contract has a duration of more than six months, the invoice value of the last six months of the Contract shall be used as the basis for determining the invoice value as referred to in the preceding sentence.

6. In the event of an assignment with a duration of more than six months, the liability shall, contrary to the stipulations in paragraph 5 of this article, be further restricted to the invoice amount owed for the last six months.
7. The other party shall be obliged, unless this cannot be demanded of it due to circumstances, in proper consultation, to give PR unplugged.com the opportunity to remedy deficiencies for which PR unplugged.com is liable within a reasonable period at its expense, or to limit or remedy damage arising from such deficiencies, without prejudice to PR unplugged.com's liability for damage resulting from the deficiencies.
8. In the event that damage is caused to persons or property by or in connection with the provision of Services by PR unplugged.com or otherwise, for which PR unplugged.com is liable, such liability shall be limited to the amount paid out under the liability insurance policy taken out by PR unplugged.com, including the excess borne by PR unplugged.com in connection with that insurance policy.
9. PR unplugged.com is at all times entitled to delegate part or all of the performance of the Agreement to third parties it has engaged. The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 of the Netherlands Civil Code is excluded. The cosignatory irrevocably agrees that PR unplugged.com can engage third parties, for own or for account of the cosignatory and in own or in name of the cosignatory, to deliver services or products under the conditions of that third party. PR unplugged.com is authorised to accept any limitations of liability of third parties on behalf of the Other Party. PR unplugged.com is in no way liable for any acts or omissions of a third party.
10. The Counterparty indemnifies PR unplugged.com against any claims by third parties, who suffer damage in connection with the execution of the Contract and whose cause is attributable to others than PR unplugged.com.

Article 15: Compensation

1. In the event of an attributable failure, PR unplugged.com will only be liable for compensation for direct damage.
2. Any liability of PR unplugged.com for indirect damage is expressly excluded. Indirect damage is also understood to mean:
 - a. Consequential damage;
 - b. Loss of profit/income;
 - c. Immaterial damage for the Other Party;
 - d. Missed savings;
 - e. Business interruption;
 - f. Reduction in value of services/products or otherwise.

Article 16: Cancellation/reset of the Service

1. PR unplugged.com has the right to cancel an agreed upon Service without stating a reason, or to refuse the participation of the Counterparty or the persons designated by the Counterparty, in which cases the Counterparty has the right to a refund of the amount paid to PR unplugged.com for this Service.
2. The Other Party can cancel or postpone the Service free of charge up to 4 weeks before commencement. In case of no-cancellation or no-show, the Customer is obliged to pay the total amount of the agreed Service.
3. In case of cancellation or postponement within 4 weeks up to and including 1 week before commencement of an agreed upon Service, PR unplugged.com is entitled to charge 50% of the amount due, and in case of cancellation or postponement within one week before commencement, the full amount.
4. If the Other Party does not timely postpone or cancel a training or coaching session, or in the event of a no-show, the training or coaching session in question or the Other Party's right to participate in it will lapse without the Other Party being able to claim a resumption of the training or coaching session in question.
5. Cancellation or postponement by the Other Party shall be effected by e-mail.

Article 17: Suspension and dissolution

1. PR unplugged.com is authorized, if the circumstances justify it, to suspend the performance of the Contract or to dissolve the Contract wholly or partly with immediate effect, if and insofar as the Counterparty does not, does not timely or does not completely fulfill its obligations under the Contract, or if after the conclusion of the Contract circumstances come to the knowledge of PR unplugged.com which give PR unplugged.com good grounds to fear that the Counterparty will not fulfill its obligations.
2. If the Other Party is in a state of bankruptcy, has applied for a (temporary) suspension of payments, if the Dutch Natural Persons Debt Rescheduling Act (Wet Schuldsanering Natuurlijke Personen) is declared applicable to it, if its property is seized, or in cases in which the Other Party cannot freely dispose of its assets in any other way, PR unplugged.com will be entitled to dissolve the Contract with immediate effect, unless the Other Party has already provided sufficient security for payment.
3. Furthermore, PR unplugged.com is entitled to dissolve the Contract if circumstances arise which are of such a nature that fulfilment of the Contract is impossible or its unaltered maintenance cannot reasonably be required of it.
4. The Counterparty shall never claim any form of compensation in connection with the right of suspension or termination exercised by PR unplugged.com under this article, with the understanding that if the circumstances which have led to the termination of the Contract should reasonably be at the risk of PR unplugged.com, the Counterparty shall at most be entitled to a refund or remission of the price in proportion to the part of the Contract not delivered or not executed as a result of the termination.
5. Insofar as this can be attributed to it, the Other Party shall be obliged to compensate PR unplugged.com for the damage suffered as a result of the suspension or dissolution of the Contract.
6. If PR unplugged.com dissolves the Contract pursuant to this article, all its claims against the Other Party shall become immediately due and payable.

Article 18: Personal data

1. By entering into an Agreement with PR unplugged.com, PR unplugged.com is granted permission for automatic processing of personal data obtained during the intake, digital delivery and Agreement. PR unplugged.com will only use this personal data for its own activities.

Article 19: Amendment clause

1. PR unplugged.com is entitled to amend or supplement these General Terms and Conditions. In the event of amendments, the Customer will be informed in advance of their purpose. PR unplugged.com will inform the Customer about the amended terms and conditions and their effective date at least four weeks in advance.

Article 20: Applicable law

1. All Agreements and all legal relationships arising therefrom between the parties shall be governed exclusively by Dutch law.
2. Before resorting to the courts, the parties are obliged to make every effort to settle the dispute by mutual consultation.
3. Insofar as the law does not imperatively deviate therefrom, only the competent court of the District Court of Amsterdam shall be designated to take cognisance of any disputes existing between the parties.