



# ExcellentLife

## TERMS OF USE EXCELLENT LIFE APPLICATION

### **Article 1. Applicability:**

These terms of use apply to any use of or visit to our app or platform. By visiting our app/platform, you confirm that you are 18 years of age or older and agree to be bound by these Terms of Use. Third party terms and conditions do not apply to the visit and use of this app.

### **Article 2. Intellectual property:**

This app is a product of the general partnership ExcellentLife B.V., also trading under the names Maarten Coacht, Fit met Kenny, Excellent Life vof, established and doing business at Kerkstraat 47, 5981 CE Panningen (Netherlands). All intellectual property rights to the products of the general partnership Excellent Life - hereinafter referred to as Excellent Life - are vested in Excellent Life. It is prohibited to copy, publish, modify and/or exploit products of Excellent Life - expressly including this app/platform and all applications and software, texts, images, drawings, illustrations, logos, animations, videos and other content in this app, other than with the express written permission of ExcellentLife B.V.

### **Article 3. Service:**

This Excellent Life app/platform is an application to promote and support physical and mental well-being. The information, solutions, advice and exercises provided herein expressly do not imply medical advice and/or medical treatment. The information, solutions, advice and exercises offered are emphatically not deemed to replace any personal treatment by a physician, paramedic, psychologist or psychiatrist or to make a medical diagnosis, whether or not with an associated medical treatment and/or health plan.

### **Article 4. Adjustment of the app:**

ExcellentLife B.V. always has the right to change or adapt the content of this app without further notice and without observing any term and also the right to (partially) - temporarily or otherwise - discontinue use of the app or platform. ExcellentLife B.V. has no obligation to update the app. ExcellentLife B.V. also always has the right to deny the use of the app/platform or an account to an individual user. An adjustment, change, lack of updating and/or discontinuation of the possibility to use the app/platform or an account can never lead to compensation and/or compensation by ExcellentLife B.V.



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### **Article 5. Use of the app and account:**

The visitor and/or user of this app/platform is responsible for the use of the app/platform, the use of his/her account in the app/platform as well as for the confidentiality of the password of his/her account. The use of the app/platform and the account is entirely at your own risk. Furthermore, this may only take place for personal – non-commercial – use, other than with the express written permission of ExcellentLife B.V.. The use of the app/platform and/or the account can be terminated by you at any time. It is prohibited to use software or other tools that can damage the app or its use or that can cause damage to ExcellentLife B.V.

### **Article 6. Personal data:**

Excellent Life adheres to the General Data Protection Regulation (GDPR) and the AVG Implementation Act. It will only and only process personal data insofar and insofar as this is necessary for the correct functioning of the app/platform and the account in the app./platform and for giving advice and exercises processed in the app and/or the account, aimed at the person, the well-being and complaints of the visitor and/or user. The visitor and/or user of the app/platform and the account is deemed to have given explicit permission for the processing of his/her personal data by visiting and/or using this and by entering his/her data. ExcellentLife B.V. takes appropriate technical and organizational measures to keep the personal data relating to the visitor and/or user of the app/platform and/or the account in the app secret from third parties and to protect them against unauthorized or unlawful infringement or processing. Excellent Life uses a privacy statement with regard to the processing of data from its visitors and users.

### **Article 7. Liability:**

Any liability of ExcellentLife B.V. for any damage resulting from the visit and/or use of this app or due to a defect in the app and/or the account is hereby expressly excluded, unless there is intent or willful recklessness on the part of ExcellentLife B.V. The visitor and/or user of this app/platform indemnifies ExcellentLife B.V. against this damage and against any claims from third parties who claim to have suffered damage as a result of the use of this app/platform or a defect in the app/platform and/or the account. In the event that, despite the foregoing, ExcellentLife B.V. should nevertheless be liable for any damage – quod expressly non – then ExcellentLife B.V. is only liable for direct material damage as a result of the use of the app/platform and/or the lack of the app/platform and/or the account, and furthermore up to a maximum amount of € 500,- for the total of the damage-causing events. Liability for consequential damage is hereby expressly excluded. All claims against ExcellentLife B.V. expire after 1 year after the day on which they arose.



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## **Article 8. Application of law and disputes:**

ExcellentLife B.V. wishes to resolve an unexpected dispute with you regarding the visit or use of this app/platform. ExcellentLife B.V. therefore asks you to contact her first to see if this is possible. In the event that this is unfortunately not possible, all disputes regarding the visit and/or use of this app/platform or a defect in the app/platform will be governed by Dutch law. The Limburg District Court is also exclusively competent with regard to these disputes, unless another competent court or body is prescribed by law.