

GENERAL TERMS OF USE Milltain B.V.

We are Milltain B.V. with the following address: Keizersgracht 482, Amsterdam and postal code: 1017 EG. You can find us with the Chamber of Commerce under the following number: 74174223.

If you have any questions about these general terms, you can contact us via mail at: info@milltain.com.

Artikel 1 - Applicability

These general terms of use (the **General Terms**) apply when using the Website, www.milltain.com, including subdomains (the **Website**).

Artikel 2 - General

1. The General Terms apply when you use the Website and extends to all services offered by us.
2. We reserve the right to change the General Terms at any time. By using the Website you accept the latest version of the General Terms.
3. Deviating terms are only applicable if we have agreed to them, in writing.
4. If any part of these General Terms is null or void this shall not affect the applicability of the remainder of these General Terms. The part that is null or void shall be replaced by a provision that closely resembles the provision that is null or void.

Artikel 3 - The Platform

1. The goal of the Website is to offer coaching and training to individuals who have a burn-out or similar symptoms.
2. Milltain B.V. is never a party to the final agreement between users of the platform.
3. While we strive to deliver an optimal user experience, we deliver our Services *as is* without any guarantees regarding the quality of the offered services.

Artikel 4 - Terms of use of the Website

1. You cannot use the Website in a way that violates Dutch law or any other applicable rules or regulations.
2. You are not allowed to spread the following:
 - pornographic videos, images or other material with an erotic content;
 - texts, images or other media with an erotic content;
 - spam;
 - false or misleading information; and
 - viruses, malware, spyware or other software intended to harm our computers or that of other users.
3. You are not allowed to create an account under someone else's name or pretend to be someone else.
4. You are obliged not to disclose personal data acquired from other users and forbidden from abusing it.
5. You are not allowed to approach other users for other commercial purposes than that for which the Website is intended.
6. If you want to report illegal of the Website by someone else to us, you can send a message to info@milltain.com.

Artikel 5 - Availability of the Website

1. We will put in all our efforts to make the Website available at all times.
2. We do not guarantee that the Website is without errors, limitations, bugs or available 24/7. We accept no liability whatsoever for any damages, whether direct or indirect, caused by the Website being unavailable or due to bugs or errors.
3. We accept no liability for damages caused by erroneous information on the website .

Artikel 6 - User Account

1. You have to be at least 16 years of age to create an account.
2. You may must treat your account details and password confidential. Use a safe password that consists of letters, symbols and numerals and that is at least 8 characters long. The use of your account is for your own risk. Activity on your account will be attributed to you personally.
3. Please report any abuses of your account or any use without your permission, as soon as possible and change your password.

Artikel 7 - Prices and payments

Some services on the Website can be bought using credits. You can buy these credits via Website. The price of these credits is mentioned at their purchase. Credits can be used for one year after their purchase.

Artikel 8 - Right to close your account

We reserve the right to (temporarily) deny you access to your account or close and delete your account in case of delayed payment, non-payment, abuse or violation of these General Terms. We accept no liability for damages caused by these actions whatsoever.

Artikel 9 - Confidentiality and Privacy

We shall keep your personal data confidential and store it in accordance with our Privacy Policy. You can read our Privacy Policy here www.milltain.com.

Artikel 10 - Conflict resolution

We are not obliged to help to resolve conflicts between users of the platform .

Artikel 11 - Liability

We are not liable for:

1. direct or indirect damage suffered as a consequence of the use of our Website, regardless of whether or not the claim is based on a guarantee scheme, agreement or any other legal principle;
2. direct or indirect damage that is the result of (wrongful) information provided on the Website, regardless of whether that information was provided by us or any another party, active on the Website;
3. damage resulting from mistakes made by third parties or caused by the unavailability of the Website as a result of circumstances outside the scope of our influence.

Artikel 12 - Indemnification

By using the Website you indemnify us from any claims, liabilities, damages, losses and expenses from third parties arising out of the use of the Website or the Services. This clause does not apply in cases of unlawful intent or gross negligence from our side.

Artikel 13 - Intellectual property

1. All trademark rights, copyright, database rights and any other intellectual property rights of any nature vesting in the Website together with the underlying software code, are exclusively owned by Milltain B.V..
2. Milltain B.V. hereby grants you a worldwide, non-exclusive, non-transferrable, royalty-free and revocable license to use the Website for personal use in accordance with these General Terms.
3. By using our Website you give us a, non-exclusive, royalty-free, transferrable and worldwide license to use any content you upload on the Website.
4. By using the Website and uploading content you declare that:
 - you are the sole and exclusive proprietor of that content; or
 - you have obtained all necessary licenses, consents, permissions or waivers to upload the content.

Artikel 14 - Governing law

Dutch Law

Artikel 15 - Competent court

All disputes arising out of or in connection with these General Terms of Service and all agreements between you and Milltain B.V. shall be exclusively submitted to the competent court of Overijssel in the Netherlands.