

# The Empowerment Network Terms and Conditions

*Effective Date: July 22, 2024*

## 1. Definitions

1. **The Empowerment Network:** TEN Women, established in Amsterdam, Chamber of Commerce no. 80816088.
2. **Customer:** The party with whom The Empowerment Network has entered into an agreement.
3. **Parties:** The Empowerment Network and Customer together.
4. **Consumer:** A Customer who is an individual acting for private purposes.

## 2. Applicability

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements, and deliveries of services or products by or on behalf of The Empowerment Network.
2. Parties can only deviate from these conditions if they have explicitly agreed upon it in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

## 3. Prices

1. All prices used by The Empowerment Network are in euros or dollars, exclusive of VAT unless stated otherwise, or any other costs such as administration costs, levies, and travel, shipping, or transport expenses, unless expressly stated or agreed otherwise.
2. The Empowerment Network is entitled to adjust all prices for its products or services at any time.
3. Increases in the cost prices of products or parts thereof, which The Empowerment Network could not foresee at the time of making an offer or the conclusion of the agreement, may give rise to price increases.
4. The consumer has the right to terminate an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of statutory regulation.
5. The price with regard to services is determined by The Empowerment Network based on the city the membership is taken.
6. If the parties have agreed on a total amount for a service provided by The Empowerment Network, this is always a target price, unless explicitly agreed upon in writing as a fixed price.
7. The Empowerment Network is entitled to deviate up to 10% of the target price.
8. If the target price exceeds 10%, The Empowerment Network must inform the customer in due time and justify why a higher price is warranted.
9. If the target price exceeds 10%, the customer has the right to cancel the part of the order that exceeds the target price by 10%.
10. The Empowerment Network has the right to adjust prices annually.

11. The Empowerment Network will communicate price adjustments to the customer before the price increase becomes effective.
12. The consumer has the right to terminate the contract with The Empowerment Network if they do not agree with the price increase.

#### **4. Payments and Payment Terms**

1. The Empowerment Network requires payment of the agreed amount on a quarterly, semi-annual, or annual basis according to the chosen membership plan.
2. The customer must pay the full amount according to the selected plan at the moment of the online registration.
3. Payment terms are considered fatal. If the customer has not paid by the last day of the payment term, they are legally in default, without The Empowerment Network having to send a reminder or put them in default.
4. The Empowerment Network reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services.

#### **5. Consequences of Late Payment**

1. If the customer does not pay within the agreed term, The Empowerment Network is entitled to discontinue the customer's access to the The Empowerment Network platform and account.
2. Access to any The Empowerment Network services will be restored only after the customer pays the amount due. Once the payment is made, the customer will be able to continue using the services provided within the membership.
3. When in default, the customer is also due to extrajudicial collection costs and may be obliged to pay compensation to The Empowerment Network.
4. The collection costs are calculated based on the Reimbursement for Extrajudicial Collection Costs.
5. If the customer does not pay on time, The Empowerment Network may suspend its obligations until the customer has met their payment obligation.
6. In the event of liquidation, bankruptcy, attachment, or suspension of payment on behalf of the customer, the claims of The Empowerment Network on the customer are immediately due and payable.
7. If the customer refuses to cooperate with the performance of the agreement by The Empowerment Network, they are still obliged to pay the agreed price.

#### **6. Membership and Cancellation Policy**

The Empowerment Network offers a one-year membership for all cities. The commitment of one-year is regardless of the chosen payment plan (quarterly, semi-annual, or annual). Cancellations are not possible before the end of the one-year term.

1. **One-Month Notice Period:** Customers are allowed to cancel a membership within the first month from the registration date. However, please note:
  - If any services are used within the first month, The Empowerment Network has the right to charge the amount for a quarterly payment.

- If a service within this first month was not used, and the customer chooses to cancel, they will receive a full refund based on the chosen payment plan.
2. **Refunds:** The Empowerment Network does not offer refunds for unused portions of the membership after the one-month notice period, as this is a one-year commitment.
  3. **Cancellation Timing:** To avoid automatic renewal charges, we recommend cancelling your membership after your final scheduled payment. For instance, if you opted for the quarterly payment plan, cancel after your fourth and final quarterly payment.

## **7. Right of Withdrawal**

1. A consumer may cancel an online purchase during a cooling-off period of 14 days without giving any reason, provided that:
  - Any service provided by The Empowerment Network has not been used.
2. The cooling-off period of 14 days commences:
  - As soon as the consumer has registered at the The Empowerment Network member platform. after the consumer has received the last product or part of one order.
  - As soon as the consumer has received the first product of a subscription.
  - As soon as the consumer has purchased a service for the first time.
  - As soon as the consumer has confirmed the purchase of digital content via the internet.
3. The consumer can notify their right of withdrawal via [hello@ten-women.com](mailto:hello@ten-women.com), if desired by using the withdrawal form that can be downloaded via the website of The Empowerment Network.

## **8. Reimbursement of Return Costs**

If the consumer invokes their right of withdrawal on time, the costs for returning the complete order will be borne by the consumer.

## **9. Suspension of Obligations by the Customer**

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

## **10. Right of Retention**

1. The Empowerment Network can appeal to their right of retention of title and in that case retain the service sold by The Empowerment Network to the customer until the customer has paid all outstanding invoices with regard to The Empowerment Network.
2. The right of retention of title also applies on the basis of previous agreements from which the customer still owes payments to The Empowerment Network.
3. The Empowerment Network is never liable for any damage that the customer may suffer as a result of using their right of retention of title.

## **11. Settlement**

The customer waives their right to settle any debt to The Empowerment Network with any claim on The Empowerment Network.

## **12. Retention of Title**

1. The Empowerment Network remains the owner of all delivered services until the customer has fully complied with all its payment obligations with regard to The Empowerment Network under whatever agreement with The Empowerment Network.
2. Until then, The Empowerment Network can invoke its retention of title and take back all services.
3. Before the property is transferred to the customer, the customer may not pledge, sell, dispose of, or otherwise encumber the membership.
4. If The Empowerment Network invokes its retention of title, the agreement will be dissolved and The Empowerment Network has the right to claim compensation, lost profits, and interest.

## **13. Delivery**

1. Delivery takes place as soon as the customer subscribes and pays for its membership.
2. Delivery takes place at The Empowerment Network unless the parties have agreed otherwise.
3. If the agreed price is not paid on time, The Empowerment Network has the right to suspend its obligations until the agreed price is fully paid.
4. In the event of late payment, the customer is automatically in default, and hereby they cannot object to late delivery by The Empowerment Network.

## **14. Delivery Period**

1. Any delivery period specified by The Empowerment Network is indicative and does not give the customer the right to dissolve the agreement or to claim damages if this period is not met unless the parties have explicitly agreed otherwise in writing.
2. The delivery starts once the customer has fully completed the (electronic) ordering process and received an (electronic) confirmation from The Empowerment Network.
3. Exceeding the specified delivery period does not entitle the customer to compensation or the right to terminate the contract unless The Empowerment Network cannot deliver within 14 days after being demanded to do so in writing, or if the parties have agreed otherwise.

## **15. Actual Delivery**

The customer must ensure that the actual delivery of the service purchased by them can take place in a timely manner.

## **16. Force Majeure**

1. If The Empowerment Network cannot fulfill its obligations under the agreement due to force majeure, The Empowerment Network is not liable for any damage suffered by the customer.
2. Force majeure means, in any case, any circumstance that The Empowerment Network could not foresee at the time of entering into the agreement and as a result of which the normal performance of the agreement cannot be required by the customer, such as illness, war or threat of war, civil war and riot, acts of war, sabotage, terrorism, power failure, flooding, earthquake, fire, occupation, strikes, exclusion of workers, changed government measures, transport difficulties, and other disruptions in The Empowerment Network's business.
3. The parties also understand by force majeure circumstances that prevent The Empowerment Network from fulfilling its obligations, even if this circumstance could have been foreseen at the time of the agreement.
4. If a situation of force majeure arises, which makes it impossible for The Empowerment Network to fulfill one or more obligations to the customer, these obligations will be suspended until The Empowerment Network can comply with it.
5. From the moment that a situation of force majeure has lasted for at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
6. The Empowerment Network does not owe any (damage) compensation in a situation of force majeure, even if it has obtained an advantage as a result of the force majeure.

## **17. Amendment of the Agreement**

If, after the conclusion of the agreement for its implementation, it appears necessary to change or supplement its contents, the parties will adjust the agreement accordingly in a timely manner and by mutual agreement.

## **18. Change of Terms and Conditions**

1. The Empowerment Network is entitled to amend or supplement these terms and conditions.
2. Changes of minor importance can be made at any time.
3. The Empowerment Network will discuss major substantive changes with the customer as much as possible in advance.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

## **19. Transfer of Rights**

1. The customer cannot transfer its rights deferring from an agreement with The Empowerment Network to third parties without the prior written consent of The Empowerment Network.

2. This provision applies as a clause with property law effects as referred to in Section 3:83(2) Dutch Civil Code.

## **20. Intellectual property**

1. The Empowerment Network retains all intellectual property rights (including copyright, patent rights, trademark rights, design and design rights, etc.) on all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, scale models, etc., unless parties have agreed otherwise in writing.
2. The customer may not copy or have copied the intellectual property rights without prior written permission from The Empowerment Network, nor show them to third parties and / or make them available or use them in any other way.

## **21. Confidentiality**

1. The customer keeps any information she receives (in whatever form) from The Empowerment Network confidential.
2. The same applies to all other information concerning The Empowerment Network of which she knows or can reasonably suspect that it is secret or confidential, or of which it can expect that its disclosure may cause damage to The Empowerment Network.
3. The customer takes all necessary measures to ensure that he keeps the information referred to in paragraphs 1 and 2 secret.
4. The obligation of secrecy described in this article does not apply to information:
  - which was already made public before the customer heard this information or which later became public without being the result of a violation of the customer's duty to confidentiality
  - which is made public by the customer due to a legal obligation
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and after the end thereof.

## **22. Penalties**

1. If the customer violates the articles of these general terms and conditions about secrecy or intellectual property, then he forfeits on behalf of The Empowerment Network an immediately due and payable fine of € 1,000 if the customer is a consumer and € 5,000 if the customer is a company, for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.
2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.
3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of The Empowerment Network including its right to claim compensation in addition to the fine.

## **23. Indemnity**

The customer protects The Empowerment Network from any third-party claims related to the products or services provided by The Empowerment Network.

## **24. Complaints**

1. The customer should check the service provided by The Empowerment Network as soon as possible.
2. If the service doesn't meet expectations, the customer must inform The Empowerment Network within 1 one month from the moment of subscription.
3. The customer should give a detailed description of the issues so The Empowerment Network can respond appropriately.
4. The customer must prove that the complaint is related to an agreement between the parties.
5. If the complaint is about ongoing work, it won't force The Empowerment Network to perform additional work beyond what was agreed.

## **25. Giving Notice**

1. The customer must send any notice of default to The Empowerment Network via email to [hello@ten-women.com](mailto:hello@ten-women.com).
2. It's the customer's responsibility to ensure that the notice of default actually reaches The Empowerment Network on time.

## **26. Joint and Several Client Liabilities**

If The Empowerment Network makes an agreement with several customers, each one is fully responsible for the entire amount owed to The Empowerment Network under that agreement.

## **27. Liability of The Empowerment Network**

1. The Empowerment Network is only responsible for any damage to the customer if it was caused by intentional or gross negligence.
2. If The Empowerment Network is responsible for any damage, it is only liable for direct damages related to carrying out the agreement.
3. The Empowerment Network is not liable for indirect damages such as consequential loss, lost profit, lost savings, or damage to third parties.
4. If The Empowerment Network is liable, its liability is limited to the amount covered by professional liability insurance. If the insurance doesn't cover the full amount, liability is limited to the amount of the related invoice.
5. All images, photos, colors, drawings, and descriptions on the website or in a catalogue are only approximate. They cannot be used as a basis for any compensation, cancellation of the agreement, or suspension of any obligations.

## **28. Use of Customer Image for Promotion**

By entering into this agreement, the customer grants The Empowerment Network the right to use their image (including photos, videos, and likeness) for promotional purposes. This includes, but is not limited to, use on The Empowerment Network's website, social media, marketing materials, and advertisements. The customer understands and agrees that they will not receive any compensation for the use of their image.

## **29. Expiry period**

Every right of the customer to compensation from The Empowerment Network shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

## **30. Performance of the Agreement**

1. The Empowerment Network will perform the agreement to the best of their knowledge and ability and with good workmanship.
2. The Empowerment Network can have third parties perform part or all of the agreed services.
3. The agreement will be carried out in consultation with the customer and after written agreement and any required advance payment.
4. The customer must ensure that The Empowerment Network can start the agreement on time.
5. If the customer doesn't ensure a timely start, any extra costs or hours incurred will be charged to them.

## **31. Duty to inform by the customer**

1. The customer shall make available to The Empowerment Network all information, data and documents relevant to the correct execution of the agreement in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, The Empowerment Network will return the relevant documents.
4. If the customer does not timely and properly provide the information, data or documents reasonably required by The Empowerment Network and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

## **32. Consequences of Nullity or Annulability**

1. If one or more provisions of these general terms and conditions are found to be null and void or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null and void or annulable will be replaced by a provision that comes closest to what The Empowerment Network had in mind when drafting the conditions on that issue.



### **33. Applicable Law and Competent Court**

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where The Empowerment Network is established is exclusively competent in case of any disputes between the parties, unless the law prescribes otherwise.