



TERMS AND CONDITIONS

Be Your True Color - Online EFT Program "The Journey to Your Future"

Version: 1.0

Date: November 2024

1. COMPANY INFORMATION

Be Your True Color

Chamber of Commerce number: 93199066

VAT number: NL866309676B01

Email: info@beyourtruecolor.com

Website: www.beyourtruecolor.com

2. APPLICABILITY

2.1 These terms and conditions apply to all offers, orders, and agreements between Be Your True Color (hereinafter: "provider") and the customer regarding the online program "The Journey to Your Future" (hereinafter: "the program").

2.2 By placing an order, the customer declares to agree with these terms and conditions.

2.3 Deviations from these terms are only valid if explicitly agreed upon in writing.

3. THE OFFER

3.1 The program "The Journey to Your Future" is an online self-study EFT program (Emotional Freedom Techniques).

3.2 The program consists of digital content such as videos, audio files, PDF documents, and/or other digital study materials.

3.3 The price of the program is \$127.00 (excluding any transaction fees from the payment provider).

3.4 All amounts include VAT, unless stated otherwise.

4. FORMATION OF AGREEMENT

4.1 The agreement is formed at the moment the customer has placed the order, and payment has been completed.

4.2 After successful payment, the customer receives a confirmation email with access to the program.

4.3 The customer is responsible for providing a correct email address. The provider is not liable for problems arising from an incorrectly provided email address.

5. PAYMENT

5.1 Payment is made via the payment methods offered on the website (Plug & Pay).

5.2 The full amount of \$127.00 must be paid in one transaction.

5.3 After receipt of payment, the customer receives immediate access to the program.

6. DELIVERY AND ACCESS

6.1 The program is delivered digitally via an online learning environment/platform.

6.2 The customer receives login credentials by email after payment.

6.3 The customer has **lifetime access** to the program and all associated materials.

6.4 The provider reserves the right to modify the platform or technical design of the program, provided that the content and accessibility for existing customers remain guaranteed.

6.5 The customer is responsible for a working internet connection and suitable equipment to access the program.

7. RIGHT OF WITHDRAWAL

7.1 Because the program consists of **digital content that is immediately accessible after purchase**, the statutory right of withdrawal of 14 days expires.

7.2 By completing the purchase, the customer **explicitly gives permission** to immediately access the digital content and declares to agree with the **waiver of the right of withdrawal**.

7.3 This is in accordance with Article 6:230p paragraph 13 of the Dutch Civil Code.

8. INTELLECTUAL PROPERTY

8.1 All rights relating to the program, including but not limited to copyrights, trademarks, and other intellectual property rights, belong to the provider.

8.2 The customer is not permitted to:

- Copy, distribute, resell, or make public the program or parts thereof;
- Share login credentials with third parties;
- Use content from the program for commercial purposes without written permission.

8.3 The customer acquires a non-transferable, personal right of use to follow the program.

9. PRIVACY AND DATA PROCESSING

9.1 The provider processes personal data in accordance with the General Data Protection Regulation (GDPR).

9.2 The customer can consult the privacy statement at www.beyourtruecolor.com.

9.3 Personal data is used exclusively for:

- Delivering the program;
- Communication with the customer;
- Improvement of services.

9.4 Data is not shared with third parties, except when necessary for the execution of the agreement (for example, the payment provider).

10. LIABILITY AND DISCLAIMER

10.1 **Not a medical treatment:** The program "The Journey to Your Future" is **not a substitute for professional medical, psychological, or psychiatric care.**

10.2 EFT (Emotional Freedom Techniques) in the course The Journey to your Future is a self-help technique that can contribute to personal development and well-being, but is not a recognized medical treatment.

10.3 **Personal responsibility:** The customer is personally responsible for the application of the techniques provided and the consequences thereof.

10.4 **For serious complaints:** Customers with serious psychological or physical complaints are strongly advised to seek professional help from a recognized healthcare provider.

10.5 **Limitation of liability:** The provider is not liable for direct or indirect damage resulting from the use of the program, unless there is intent or gross negligence on the part of the provider.

10.6 **Technical issues:** The provider strives to keep the program available at all times but cannot guarantee that the platform will always be available without errors and interruptions.

10.7 **Results:** The provider does not guarantee specific results. Results are individual and depend on personal commitment and circumstances.

11. COMPLAINTS

11.1 Complaints about the program can be submitted via info@beyourtruecolor.com.

11.2 The provider will respond to the complaint within 14 days of receipt.

11.3 If a complaint is not resolved satisfactorily, the customer can turn to a dispute resolution committee or an independent mediator.

12. AMENDMENT OF TERMS AND CONDITIONS

12.1 The provider reserves the right to amend these terms and conditions.

12.2 Changes take effect 30 days after announcement on the website.

12.3 Changes do not apply to agreements already concluded, unless legally required.

13. APPLICABLE LAW AND DISPUTES

13.1 **Dutch law** applies to these terms and conditions and all agreements between provider and customer.

13.2 Disputes will preferably be resolved through mutual consultation.

13.3 If no solution is reached, disputes are subject to the **competent court in the district** where the provider is established, unless the law dictates otherwise.

14. FINAL PROVISIONS

14.1 If one or more provisions of these terms and conditions prove to be null and void, the remaining provisions remain in full force.

14.2 In cases not covered by these terms and conditions, a decision will be made in the spirit of these terms.

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