

GENERAL TERMS AND CONDITIONS

CHIRON

ARTICLE 1. DEFINITIONS

- 1.1. Chiron: the sole proprietorship Chiron, established in Zeist and registered with the Chamber of Commerce under file number 30262632.
- 1.2. Client: the natural person or legal entity that has entered into an agreement with Chiron.
- 1.3. By 'general terms and conditions' is meant: the entirety of the provisions as included below.
- 1.4. Services: all services performed by Chiron for the client. This includes, but is not limited to: providing a course with tips and advice to people who want to guide their dogs through the second part of their lives in the best way possible through an online course, one-on-one spa sessions, tips & tricks, webinars, master classes and an online learning environment.
- 1.5. Agreement: the agreement between Chiron and the client pursuant to which Chiron will perform the service.
- 1.6. Information: all data originating from the client.
- 1.7. Written: by letter, e-mail and digital communication.
- 1.8. Advice: the result of Chiron's work.
- 1.9. Confidential Information: all financial, business and personal data entered, processed and stored by the client and/or Chiron.
- 1.10. Website: www.caringforyourcanine.nl.

ARTICLE 2. APPLICABILITY

- 2.1. These general terms and conditions apply to all offers made by Chiron, quotations issued, agreements concluded, services rendered, other actions performed, unless otherwise agreed in writing.
- 2.2. By signing a agreement or order confirmation or an agreement via e-mail or an order via the webshop, the client declares that they are familiar with these general terms and conditions of Chiron and that they accept them.
- 2.3. In the event of a conflict between these general terms and conditions and agreements made in a agreement, the provisions of the agreement prevail.
- 2.4. These terms and conditions also apply to actions of third parties and/or suppliers hired by Chiron regarding the performance of the delivery or service.
- 2.5. The applicability of the client's general terms and conditions is rejected by taking these general terms and conditions into use.

ARTICLE 3. QUOTATIONS AND OFFERS

- 3.1. Quotations and offers made by Chiron are valid for the period indicated in the quotation or on the website. If no term is indicated, the offer is valid for 14 days from the date the offer was communicated to the client. If the client does not accept an offer within the applicable period, the offer expires.

- 3.2. Chiron will indicate in the quotation what services are offered and what amounts the client owes when accepting the quotation or placing an order in the webshop. The prices stated in the quotation are valid for the period stated in the quotation, unless expressly agreed otherwise in writing.
- 3.3. The rates stated in the offer/quotation do not automatically apply to follow-up orders or other online courses.
- 3.4. All prices communicated by Chiron are amounts in Euros, including VAT and other established levies and/or fees and costs of third parties for advice unless explicitly stated otherwise.
- 3.5. Chiron is not liable and/or responsible for errors in the quotation if the client could reasonably understand that the quotation, or any part thereof, contains an obvious mistake, clerical error or typing error.

ARTICLE 4. AGREEMENT AND ADDITIONAL WORK

- 4.1. A agreement is entered into from the moment the client makes a communication in any way to Chiron containing the acceptance of an offer or quotation.
- 4.2. After an agreement has been established, it can only be amended by mutual consent.
- 4.3. After an agreement has been established, Chiron will proceed to deliver the (online) services within a reasonable period of time.
- 4.4. Chiron is entitled to have certain services performed by third parties without having to inform the client.
- 4.5. Amendments to the originally concluded agreement between the client and Chiron are only valid from the moment these amendments have been accepted by both parties through an additional or amended written agreement.
- 4.6. If the client proceeds to cancel the agreed single (consultation) session, the client is obliged to pay compensation for the reserved time:
 - cancellation up to 7 days before the session: 50% of the amount agreed in the offer;
 - cancellation within 7 days before the session: 60% of the amount agreed in the offer;
 - cancellation between within 2 days before the session: 80% of the amount agreed upon in the quotation;
 - cancellation within 24 hours before the session or if the client is not present at the agreed time for the session: 100% of the agreed amount will be charged.

ARTICLE 5. RIGHTS AND OBLIGATIONS FOR Chiron.

- 5.1. Chiron guarantees that the assignment given to them will be carried out to the best of their ability, applying appropriate care and professionalism.

- 5.2. Chiron makes every effort to securely protect the data that Chiron stores for the client in such a way that these data are not available to unauthorized persons.
- 5.3. In the case of complaints made known by the client about the services and/or products provided, Chiron is required to consult with the client about a mutually suitable solution.
- 5.4. Chiron is entitled to publish the client's details (name, place of residence) on the Chiron website and/or other promotional statements by Chiron for promotional purposes such as reviews.
- 5.5. Chiron is entitled, if the client is in default of their obligation to pay, to suspend the right to participate.

ARTICLE 6. CLIENT RIGHTS AND OBLIGATIONS, RIGHT OF WITHDRAWAL

- 6.1. The client is, in principle, required to comply with the provisions laid down in these terms and conditions, unless otherwise agreed.
- 6.2. The client must provide Chiron with all correct data that the client can reasonably foresee is necessary for the correct execution of the agreement. The client is at least obliged to immediately inform Chiron, or have a third party inform Chiron, of changes in personal data, company data or other information requested by Chiron.
- 6.3. If, in exception to Article 6.2, the information required for the execution of the agreement is not provided to Chiron in a timely manner, Chiron is entitled to suspend the execution of the agreement and/or charge the client for the additional costs resulting from the delay.
- 6.4. The client always informs Chiron immediately in writing of any changes in name, address, email and, if requested, their bank account number.
- 6.5. In case of complaints about the services and/or products provided by Chiron, the client must make these complaints known to Chiron within 8 days after delivery of the (online) service, and within 60 days after completion of the (online) course. The client indemnifies Chiron one year after delivery of all services from all legal claims as a result of delivered services and/or products.
- 6.6. The client must make their own backup copies of all materials/data as described in article 6.2 that Chiron needs for the execution of the agreement. If these materials/data are lost, Chiron is not liable for any resulting damage.
- 6.7. When Chiron provides login data to the client then the client is responsible for this data. Chiron is not liable for misuse or loss of the login data and may trust that the client is the one logging in by means of the login data provided to the client.
- 6.8. The client is obliged to maintain the confidentiality of all confidential information obtained under the agreement between the client and Chiron during the cooperation or from other sources. Information is considered confidential if it has been communicated as such by the other party or if it appears to be so by standards of reasonableness and fairness.
- 6.9. It is not possible to return purchased digital products, including an online service such as, for example, an online course or tickets for a master class. The client gains access to their purchase by ordering and

paying for the digital products. The client expressly agrees that by doing so they waive the right to make use of the reclamation period and the right to withdraw from the agreement.

ARTICLE 7. DELIVERY AND DELIVERY TIME

- 7.1. The delivery time specified by Chiron starts after the agreement has been established and the online service has been paid for through the webshop.
- 7.2. A delivery period set by Chiron can never be considered a deadline. The sole fact that a delivery term is exceeded does not cause Chiron to be in default by operation of law.
- 7.3. If the delivery period is exceeded by more than 30 days, the client is only entitled to dissolve the agreement if Chiron, after a proper notice of default in writing that is as detailed as possible and that sets a reasonable term for remedying the failure, imputably fails to fulfil the essential obligations under the agreement.
- 7.4. The client is obliged to do whatever is necessary to enable Chiron to deliver on time, including providing complete, correct and clear information in a timely manner as stipulated in Article 6.2 and the information necessary to perform the service.
- 7.5. Chiron's obligation to deliver will be fulfilled, subject to proof to the contrary, as soon as the items delivered by Chiron have been offered to the client on a single occasion.

ARTICLE 8. PAYMENT

- 8.1. The client's obligation to pay begins on the day the agreement is established.
- 8.2. All invoices sent by Chiron must be paid by the client within 14 days, unless otherwise agreed in writing. Orders through the website are paid directly online. Single one-on-one spa sessions must be paid before the start of the session. Chiron also offers the possibility to pay in pre-agreed instalments.
- 8.3. If the client does not meet their payment obligation on time, the client is legally in default without further notice of default being required. The possibility of paying in instalments also lapses and the remaining amount will be due immediately and in its entirety by Chiron.
- 8.4. In case of late payment, Chiron may decide to temporarily stop their work until payment is made. If late payment occurs regularly, Chiron may decide to unilaterally terminate the assignment.
- 8.5. In case of overdue payment, the client is obliged to pay, in addition to the amount due increased by the statutory (commercial) interest, full compensation of both extrajudicial and judicial collection costs amounting to at least 15% of the invoice amount with a minimum of €40, as well as the costs for lawyers, solicitors, bailiffs, collection agencies and any legal proceedings at a (Civil) Court.
- 8.6. The claim for payment is immediately due and payable if the client is declared bankrupt, applies for a moratorium, or a general attachment is levied on the client's assets, the client dies, and furthermore, if the client goes into liquidation or is dissolved.
- 8.7. In the aforementioned cases, Chiron is also entitled to terminate or suspend execution of the agreement or

any part of the agreement that has not yet been executed without notice of default or judicial intervention, without being entitled to compensation for any damage incurred by the client as a result.

8.8. The client agrees to Chiron invoicing electronically. If the client wishes to receive an invoice by post, Chiron reserves the right to charge additional costs of €2.50 per invoice.

8.9. The client can make objections to invoices sent by Chiron in writing to Chiron no later than 7 days after the invoice date. After receiving the objection, Chiron will investigate the correctness of the invoice amount. Objections to invoices sent do not suspend the client's payment obligation.

8.10. All products and services provided by Chiron remain the property of Chiron.

8.11. If payment is made by direct debit but direct debit proves impossible, for example due to insufficient balance on the client's account, due to an incorrect account number provided by the client or reversal by the client, the client owes €15,- in administration costs per unsuccessful direct debit.

ARTICLE 9. RESERVATION OF OWNERSHIP & INTELLECTUAL PROPERTY

9.1. All intellectual property rights to all documentation, advice, teaching materials, courses, online training, techniques, e-books, templates, videos, textbooks, handouts and assignments as well as preparatory materials and reports issued in the context of the services developed or made available belong exclusively to Chiron unless otherwise agreed in writing.

9.2. The products supplied by Chiron may never be reproduced or resold, in part or in full, unless otherwise agreed in writing.

9.3. The content of the website, including but not limited to: the texts, images, design, trademarks and domain names, are the property of Chiron and are protected by copyright and intellectual or industrial property rights existing under applicable law. Users of the website are not permitted to reproduce or make available the website or any part thereof without Chiron's permission.

9.4. All copyright and intellectual property rights to products of the human mind developed by Chiron are and remain the exclusive property of Chiron, unless the rights are redeemed or otherwise agreed upon.

9.5. Chiron is not responsible for any information/content that the client places on Chiron's servers or sends to Chiron in connection with the provision of services. If the information/content placed by the client in any way infringes on the rights of third parties or violates laws and regulations, the client will indemnify Chiron against any claims for damages that third parties may assert as a result of this action by the client.

9.6. Any act that violates article 9.2 and article 9.3 and article 14.1 and article 14.14 is considered an infringement of copyright.

9.7. In case of infringement, Chiron is entitled to compensation in the amount of at least twice the license fee they charge for such form of use without losing the right to any compensation.

ARTICLE 10. LIABILITY

10.1. Each agreement between Chiron and the client can be characterized as a best efforts agreement whereby Chiron is obliged to fulfil their obligations to the best of their ability, with due care and skill. As a result, Chiron can never be held liable for results not achieved or the extent to which the provision of services contributes to the goal set by the client and Chiron.

10.2. The client is and remains at all times responsible for carrying out any actions acquired during a course or online program of Chiron. The content of the sessions and program are not intended to replace medical advice from a veterinarian and/or medical specialist. Chiron reserves the right to discontinue sessions until contact has been made with the client's own veterinarian if they deem it necessary.

10.3. If Chiron is held liable despite the provisions of article 10.1, any liability is limited to compensation for direct damage up to a maximum of twice the amount of the price stipulated for that agreement (excluding VAT). This amount is at all times a maximum of what the insurance pays out to Chiron in the case in question. In the case of a continuing performance agreement, any liability is limited to compensation of direct damage up to the amount of the last invoice paid by the client.

10.4. In addition to article 10.3, Chiron is then only liable for direct damage. Direct damage is to be understood as exclusively:

- the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage in the sense of these terms and conditions;

- any reasonable costs incurred to have Chiron's faulty performance comply with the agreement, insofar as they can be attributed to Chiron;

- reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have resulted in limiting direct damage as referred to in this article.

10.5. Chiron excludes any liability for indirect damage suffered through the use of services and/or products provided by Chiron, with the exception of situations in which the damage is due to intent on the part of Chiron.

10.6. In any case, Chiron is never liable for: consequential damages, damages due to missed savings, damages due to business stagnation, lost profits and for damages caused by loss of data during the execution of the agreement.

10.7. The client indemnifies Chiron for all claims for compensation that third parties may assert with regard to damage caused in any way by the unlawful or careless use of Chiron's products and services supplied to the contracting party.

10.8. Chiron can under no circumstances give guarantees and/or guarantee results; these are partly dependent on the client's commitment and the manner in which the client completes the assignments.

10.9. The use of the program and any decisions made as a result of the course and/or master class/webinar is the client's own responsibility. Chiron accepts no liability in any form whatsoever.

ARTICLE 11. INTERRUPTION OF SERVICES AND FORCE MAJEURE

11.1. Chiron is not bound by their obligations under the agreement if fulfillment has become impossible due to force majeure. If the force majeure continues for a period of 60 days, both parties are entitled to dissolve the agreement. What has already been performed under the agreement will then be settled proportionally.

11.2. Chiron is dependent in their activities on the cooperation, services and deliveries of third parties over whom Chiron has little or no influence. Chiron can therefore in no way be held liable for any damage whatsoever arising from a situation in which the shortcoming is attributable to a third party with whom Chiron has entered into a agreement.

11.3. In addition to the provisions of paragraph 11.2, force majeure is also deemed to include all that has been accepted in law and jurisprudence.

11.4. In these general terms and conditions, force majeure is defined as any circumstance beyond the control of Chiron - even if it could have been foreseen at the time the agreement was concluded - that permanently or temporarily prevents fulfilment of the agreement, including but not limited to the following: strike, excessive absenteeism of Chiron's personnel, transport difficulties, fire, government measures, epidemics, pandemics, business interruptions at Chiron, default by Chiron's suppliers as a result of which Chiron cannot (or can no longer) fulfil their obligations towards the client as well as other serious disturbances in Chiron's operations or in those of their suppliers.

11.5. In case of force majeure, Chiron also has the right, at their own discretion, to extend the term of delivery by the duration of the force majeure or to dissolve the agreement, insofar as it has not yet been performed, without Chiron being liable to pay any compensation in any form whatsoever, except by virtue of the provisions of Article 78 Book 6 of the Dutch Civil Code.

ARTICLE 12. DURATION OF AGREEMENT AND TERMINATION

12.1. The agreement shall be entered into for a definite period, unless the offer indicates otherwise or if the parties have expressly agreed otherwise in writing.

12.2. The right of premature termination of the agreement by the client is excluded, without prejudice to the other stipulations of these general terms and conditions.

12.3. Both parties, the client and Chiron, are only entitled to dissolve the agreement if the other party, after a proper notice of default in writing that is as detailed as possible and in which a reasonable term is given to remedy the default, imputably fails to comply with the essential obligations under the agreement.

12.4. In addition to the provisions of Article 12.3, Chiron may terminate all or part of the agreement without notice of default and without judicial intervention by written notice with immediate effect if urgent reasons arise, including in any case cases in which

- the client is granted (provisional) suspension of payment;

- bankruptcy is applied for or declared with regard to the client;

- there is a suspected inability of the client to meet their payment obligation upon renewal of the agreement;

- the client violates public order or morality, or any obligation arising from the agreement with Chiron;

- the client violates the rights of third parties;

- the client acts contrary to reasonable directives or instructions from Chiron;

- the client does not respond to correspondence by email, telephone and/or in writing whether or not by registered mail;

- in case of recurring payment problems.

Chiron will never be liable for any compensation due to a termination as stipulated in this article.

12.5. If at the time of dissolution as referred to in Articles 12.3 and 12.4 the client has already received services in execution of the agreement, these services and the related payment obligation will not be subject to cancellation. Amounts that Chiron has invoiced before the dissolution in connection with what it has already carried out or delivered in execution of the agreement remain due in full with due observance of the previous sentence and become immediately payable at the time of dissolution.

12.6. Chiron retains the right to amend their general terms and conditions, including for pre-existing agreements. If Chiron proceeds to amend the terms and conditions, they will inform the client. The client is then free to dissolve the agreement from the moment the new general terms and conditions come into effect or up to 7 days after these new general terms and conditions come into effect.

ARTICLE 13. CONFORMITY

13.1. Chiron will strive for the intended result agreed in the quotation as much as possible during the execution of the agreement. If, in the opinion of the client, the delivered results do not correspond to the intended result agreed upon in the quotation, the client and Chiron will enter into consultation to have the delivered results still comply with the intended results.

13.2. In addition to what is provided in Article 13.1, the costs for the additional work as referred to in that article will be invoiced to the client in accordance with Chiron's normal rate, unless, in Chiron's opinion, the client can plausibly demonstrate that the deviations in the result are due to Chiron's faulty execution of the agreement.

13.3. Should it be established that the defectiveness of the services and/or products to be supplied by Chiron is the responsibility of Chiron, the client is not entitled to compensation or dissolution of the agreement, except as provided for in these terms and conditions.

ARTICLE 14. SPECIAL PROVISIONS RELATED TO COURSES, SESSIONS, WORKSHOPS, MASTER CLASSES OF CHIRON

14.1. The client is expressly prohibited, regardless of participation or not, from offering or causing to be offered a similar course or sessions with or without reference to or according to Chiron's method.

14.2 No right or obligation can be derived by the client from the course or sessions and any action taken by the

client is at their own expense and risk. Chiron accepts no liability for the way in which the client implements in practice the manner and method taught to them by Chiron.

14.3. Chiron is entitled, if the client is in default of the payment obligation towards Chiron, to suspend the right of participation until the client has fulfilled their payment obligation.

14.4. In case of partial participation or early termination by the client, no refund of the invoice will be made.

14.5. Refund of tickets purchased by the client for any of the one-on-one sessions and/or workshops on a predetermined date is not possible.

14.6. Chiron reserves the right to remove the client at one-on-one sessions and/or group sessions if the client's inappropriate behavior interferes with the execution of the session. All payments are non-refundable in such cases.

14.7. If Chiron is forced to reschedule the master class, training, session and/or workshop due to force majeure (as mentioned in article 11), the client retains the right to attend on a date to be determined. If the client cannot attend on that specified date, the client has the option of a refund of the amount paid. The client will receive a refund of the amount paid within 14 days to the account number used to purchase the ticket.

14.8. If the client is unable to attend a master class, training, session and/or workshop due to illness, the client retains the right to attend for the next scheduled moment. All payments are non-refundable.

14.9. The client will receive a replay of the masterclass so that the client can watch the online masterclass for the duration of 7 days.

14.10. The content of the sessions, online content, the course and/or master classes offered by Chiron may be supplemented or changed during the assignment.

14.11. After the end of the online course, the client retains the right to log into the online learning environment for 365 days. Chiron strives to keep all material online. After 365 days, a renewal, for a fee, is possible. If Chiron decides to delete material or move it to another website/learning environment, Chiron notifies the client one month prior to the move or deletion via the e-mail address most recently known to Chiron. The client is responsible for downloading files on time, if possible.

14.12. Chiron makes every effort to ensure that the client can use the platform on which the program content is available. However, Chiron provides no guarantee that the platform in question will never become unavailable and therefore accepts no liability for the (temporary) inaccessibility of the platform.

14.13. The client can make use of the possibility to post messages on the platform and receive reactions from other participants of one of Chiron's programs. The client is at all times responsible for the content of the messages posted. Messages that the client posts within the platform may not include discriminatory, pornographic, offensive or threatening content or violate the law in any way. Chiron is entitled at any time to remove or change this information without giving reasons and to remove the client from the platform.

14.14. The login details provided by Chiron to the client regarding the online courses may never be shared with third parties. If Chiron observes that through the actions of the client third parties have access to online courses, Chiron is entitled to deny the client access without prior warning.

ARTICLE 15. OTHER PROVISIONS AND APPLICABLE LAW

15.1. If any provision in these general terms and conditions is or might become null and void, the other provisions of these conditions will continue to apply in full and Chiron and the client will enter into consultation in order to agree on new provisions to replace the null and void provisions, taking into account as much as possible the purpose and meaning of the null and void provision.

15.2. If the client includes terms or conditions in their order that deviate from or do not appear in these terms and conditions, these are only binding for Chiron if and insofar as they have been expressly accepted by Chiron in writing.

15.3. If Chiron deviates from the General Terms and Conditions in favor of the client on their own initiative, the client can never derive any rights from this.

15.4 Any purchase or other terms and conditions of the client are not applicable.

15.5. Rights and obligations arising from an agreement can only be transferred by the client to a third party with Chiron's written permission.

15.6. All legal relationships to which Chiron is a party are exclusively subject to Dutch law.

15.7 The client and Chiron will first try to settle any disputes by mutual agreement and amicably before resorting to the courts.

15.8. In the absence of mandatory rules of law to the contrary, the court which has absolute competence in the district of Midden-Nederland has jurisdiction to hear disputes between Chiron and the client, unless a statutory provision dictates otherwise.

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