

General Terms and Conditions of Psyflix B.V.

Effective from June 5, 2023

Article 1 – Definitions

In these general terms and conditions, the following terms are defined as:

- Membership: A membership that provides access to (part of) the Psyflix Platform for a certain period. The membership allows access to one or more Accounts;
- Account: The personal environment within the Psyflix Platform to which the (employee of the) Customer gains access after entering their login details (email address and password);
- Payment Method: A current, valid, accepted method of payment that may be updated from time to time.
- Intellectual Property Rights: All intellectual property rights and related rights, such as copyrights, trade name rights, trademark rights, design rights, patent rights, database rights, and neighboring rights, as well as rights on know-how and trade secrets;
- Customer: Any natural person (private individual) or legal entity (organization/institution) that enters into an Agreement with Psyflix. The (employee of the) Customer has access to (the personal environment within) the Platform through an Account;
- Single (Live) Course: A (live) webinar, or a series of (live) webinars, that a Customer can participate in, whether paid or free, without having subscribed;
- Agreement: The agreement between the Customer and Psyflix. The Agreement pertains to the Subscription or an agreement to participate in a Single (Live) Course;
- Platform: The service of Psyflix consisting of an online video platform for psychotherapy, accessible via the website www.psyflix.net. The Platform makes Psyflix content accessible via streaming on-demand for mental health professionals and provides associated services, such as - but not limited to - the allocation of accreditation points;
- Psyflix: The private limited company Psyflix B.V, located at (1092 BH) Amsterdam, Tweede Oosterparkstraat 185-B, registered in the trade register of the Chamber of Commerce under number 81321678;
- Psyflix Content: (live) masterclasses, webinars, eLearnings, courses, and other forms of continuing education to which the Platform provides access.
- Conditions: These general terms and conditions.

Article 2 – Identity of Psyflix

- User Name: Psyflix
- Address: Tweede Oosterparkstraat 185-B, 1092 BH Amsterdam
- Phone Number: +316-43548616
- Availability: Monday to Friday from 09:00 AM to 05:00 PM
- Email Address: info@psyflix.net
- Website: www.psyflix.net/en
- Chamber of Commerce Number: 81321678
- VAT Number: NL862047407B01

Article 3 – Formation of the Agreement and Use of the Platform

These Conditions apply to all offers and quotes, Agreements, as well as any use of the Psyflix Platform. The Conditions are easily accessible electronically on the Psyflix website and will be sent immediately free of charge upon request. All offers and quotes from Psyflix are non-binding, unless - and then only to the extent - otherwise stated in writing by Psyflix.

Psyflix offers various Subscriptions. The different Subscriptions and associated conditions can be found on the Platform and will also be provided by Psyflix in communications aimed at the Customer. Psyflix offers various Single (Live) Courses. The different Single (Live) Courses and associated conditions can be found on the Platform and will be provided by Psyflix when the Customer registers or in other communications aimed at the Customer. Participation in a Single (Live) Course does not require a Subscription to the Platform. Psyflix is at all times entitled to modify or supplement these Conditions. The most current Conditions can be found on the Platform. Psyflix will announce changes to the Conditions before they take effect through its website and newsletters. If (an employee of) the Customer continues to use the Platform after the modification and/or addition of the Conditions, they irrevocably accept the amended and/or supplemented Conditions.

The applicability of any (general) conditions that the Customer uses is expressly rejected.

Article 4 – Formation of the Agreement and Use of the Platform

An Agreement is concluded by the Customer completing all (online) steps to enter into the Agreement. The Agreement gives (the employee of) the Customer, through an Account, access to the Psyflix Content, or to a Single (Live) Course.

To use the Psyflix Platform, creating an Account at www.psyflix.net is required. Every (employee of) the Customer is required to provide their own name when creating the Account. It is not permitted for (an employee of) the Customer to allow their Account to be used or made available by third parties. (The employee of) the Customer is responsible for keeping their login details confidential. If (the employee of) the Customer suspects that someone else is using their

Account, they must report this to Psyflix immediately.

The Customer is fully responsible and liable for all actions performed with the help of the Platform and/or Psyflix Content.

Notwithstanding the other provisions of these Conditions, it is not allowed to:

- Use the Platform for purposes other than those described in these Conditions;
- Resell the Psyflix Content and/or use it for commercial purposes;
- Use viruses, Trojan horses, worms, bots, or other software or technical tools that can damage the Platform, make it inaccessible, or are intended to circumvent technical protection measures;

If the Customer wishes to make changes to the execution or nature of the Agreement after concluding an Agreement with Psyflix, they must notify Psyflix in a timely manner. Psyflix cannot guarantee that these changes will be implemented. Psyflix will charge the Customer for any additional costs incurred by the changes.

Article 5 – Services

Psyflix strives for the highest possible availability, quality, reliability, and security of the Platform and the Psyflix Content and Single (Live) Courses. However, Psyflix does not provide guarantees in this regard.

(The employee of the) Customer is responsible for providing the necessary equipment, software, a properly functioning internet connection, and adequate security of their (computer) systems to be able to use the Platform. The Psyflix website specifies the settings required to use the Platform as needed.

(The employee of) the Customer accepts that the Platform and the Psyflix Content only contain the functionalities and other properties as found at the time of use (on an "as is" basis). Psyflix expressly excludes any explicit and implied warranties, commitments, and indemnities of any kind, including but not limited to warranties, commitments, and indemnities regarding the quality, safety, legality, integrity, and correctness of the Platform, unless otherwise provided in these Conditions. Psyflix reserves the right to make interim adjustments to the Platform, including technical adjustments, improvements, and adding, modifying, or removing functionalities, without prior notice to (the employee of) the Customer. Psyflix is not obliged to maintain, modify, or add certain properties or functionalities of the Platform specifically for (the employee of) the Customer.

The Customer Service of Psyflix can be reached via the contact form on www.psyflix.net or via info@psyflix.net. Psyflix strives to answer questions within 5 working days.

Article 6 – Personal Data

In the context of Agreements, Psyflix processes personal data of (employees of) the Customer as defined in the General Data Protection Regulation. These personal data will be processed in accordance with the Privacy Statement of Psyflix and applicable laws and regulations.

Article 7 – Rates, Billing, and Payment Conditions

The prices for the different Subscriptions and Single (Live) Courses that apply at the time of ordering are displayed on the Platform. All prices, quotes, and cost estimates are in euros and include VAT unless otherwise stated.

The method of payment depends on the chosen Subscription or Single (Live) Course and is carried out in the manner and within the terms as stated on the Platform. If the Customer has opted for payment by direct debit, they authorize Psyflix to automatically deduct the subscription fee from their bank account.

Psyflix may change prices. Changed prices apply from the moment they are mentioned and do not affect previously purchased Subscriptions or Single (Live) Courses.

Psyflix is free to suspend the service, limit it (temporarily), or terminate it and/or dissolve an Agreement if the Customer fails to meet their payment obligations. The adverse consequences of suspending are at the expense of the Customer.

If the amount due by the Customer cannot be debited from the account specified by them, or if the Customer does not pay within the agreed term, the Customer is automatically in default without the need for a notice of default. From the moment of default, the Customer owes interest equal to the statutory (commercial) interest rate. Psyflix may decide to hand over the claim for collection. In that case, all extrajudicial costs related to late payment incurred by Psyflix will be borne by the Customer. The extrajudicial costs are determined in accordance with Dutch law regulating extrajudicial collection costs and amount to a minimum of €40.

Article 8 – Duration and Termination

The Subscription is entered into for a period of one year. After the expiry of the current term, the Agreement is automatically renewed unless the Customer informs Psyflix at least fourteen (14) days before the end of the term that they wish to terminate the Subscription. After renewal, the Agreement can be terminated at any time by the Customer with a notice period of fourteen (14) days. Termination of the Agreement can be done by contacting the Psyflix Customer Service via the contact form on www.psyflix.net or by sending an email to info@psyflix.net. After terminating the Agreement, (the employee of) the Customer retains access to the Platform and the Psyflix Content until the end of the Subscription period.

If the Customer is a consumer, they can cancel the Subscription within fourteen (14) days after conclusion. Here, a consumer is understood to mean the Customer who is a natural person and uses the Platform for purposes outside their trade or professional activity. Psyflix

may ask for the reason for cancellation, but the Customer is not obligated to provide such reasons. Psyflix will refund the amount paid by the Customer pro rata within fourteen (14) days of receiving the notification of termination.

If the Customer uses the legal right of withdrawal in accordance with Article 6.2, they can do this within the cooling-off period by using the model form for withdrawal, by sending an email to Psyflix Customer Service via www.psyflix.net or to info@psyflix.net, or in another unambiguous manner. Psyflix will then send a confirmation of receipt without delay.

After the period of fourteen (14) days after the conclusion of the subscription, it is not possible for the customer to cancel the subscription. If the customer has not used the right of cancellation within this period, the customer is bound to pay the full amount of the subscription for the contract period.

The Agreement to participate in a Single (Live) Course ends by operation of law after participation in the respective (series of) webinars.

The Customer can cancel the Agreement to participate in a Single (Live) Course free of charge until the start of the course. If the Customer has participated in a (part of a) series of Single (Live) Courses, Psyflix will refund the Customer pro rata.

Psyflix may terminate an Agreement without stating reasons with a notice period of three months ("termination for convenience").

Psyflix may terminate an Agreement, without the need for a written notice of default or judicial intervention and without being liable for any compensation or damages, with immediate effect in writing in whole or in part if:

- The Customer – if it is a legal entity – applies for a suspension of payments, files for its own bankruptcy, is petitioned for bankruptcy, or is declared bankrupt, or if a considerable part of the Customer's assets are seized or have been seized;
- It becomes impossible for Psyflix to provide the Customer access to the Psyflix Content or to execute the Platform in a business-economically responsible manner due to a change in circumstances.

Both Psyflix and the Customer have the right to dissolve an Agreement in whole or in part if the other party fails to fulfill its obligations under the Agreement and, after a proper and as detailed as possible written notice of default, setting a reasonable period of at least 30 (thirty) days to fulfill its obligations, continues to fail in fulfilling its obligations from the Agreement.

Provisions that, by their nature, are intended to remain applicable after the end of an Agreement, remain in force undiminished after the termination of the Agreement.

Article 9 – Intellectual Property

The Intellectual Property Rights with respect to the Platform and the Psyflix Content made available via the Platform, including - but not limited to - videos, photos, texts, images, design, software, audiovisual material, and other materials, rest with Psyflix or its licensors.

Under the conditions set forth in these Conditions, Psyflix grants the (employee of the) Customer a limited, personal, revocable, non-exclusive, non-sublicensable, non-transferable right to use the Platform and to view the Psyflix Content in the manner and in the format as made available via the Platform.

It is expressly not permitted to copy the Platform or the Psyflix Content, to make it public, to use it for direct or indirect commercial purposes, or for any other purpose other than the purposes mentioned in these Conditions, unless Psyflix or the respective right holder has given explicit and written permission for this. Psyflix or its licensor(s) may take technical measures to protect their Intellectual Property Rights. (The employee of the) Customer may not remove, bypass, or circumvent this security. Psyflix and its licensor(s) may, as far as reasonably necessary for the enforcement of Intellectual Property Rights, impose (temporary) restrictions with regard to the scope of the right of use or the type of devices on which the Platform can be used.

It is not permitted to remove, render illegible, hide, or modify notifications or mentions regarding Intellectual Property Rights.

Article 10 – Liability

Although Psyflix strives for the highest possible availability and quality of the Platform and the Psyflix Content available via the Platform, Psyflix accepts no liability for damage resulting from the offering of the Platform, including, but not limited to, damage resulting from inaccuracies and/or incompleteness in the Psyflix Content or inaccessibility of the Psyflix Content, or from unlawful acts or otherwise, to the extent that this is permitted by mandatory law.

Psyflix is not liable for malfunctions, limitations, or errors in the electronic service provision of Psyflix, such as access to the Account and the electronic service provisions of Third Parties, such as providers, network operators, or other telecommunications networks.

The only action that (the employee of) the Customer can take if they believe they have suffered damage is to stop using the Platform and/or delete their Account.

To the extent that Psyflix would be liable for damage from any head whatsoever, it is only liable for compensation for direct damage that (the employee of) the Customer suffers as a result of a fault attributable to Psyflix or an unlawful act. Direct damage is understood to mean only material damage to goods, reasonable costs incurred to prevent or limit direct damage, and reasonable costs incurred to determine the cause of the damage, the liability, the direct damage, and the way of repair.

If and to the extent Psyflix would be liable for damage from any head whatsoever, the total liability will in no case exceed the annual amount that the Customer has paid for the Subscription or for a Single (Live) Course.

The limitation of liability included in this article does not apply in the case of intent or deliberate recklessness on our part or our executives.

A condition for the existence of any right to compensation is always that the Customer reports the damage as soon as possible after it arises in writing to Psyflix. Any claim for compensation against Psyflix expires by the mere lapse of twelve months after the claim arises.

This article also extends to all companies affiliated with Psyflix as well as its management, directors, employees, representatives, and legal successors.

Article 11 – Force Majeure

There is no attributable shortcoming in the performance of an Agreement by Psyflix in the event of force majeure.

Force majeure includes, among other things, illness of employees or speakers and/or absence of crucial employees for the execution of the Platform, shortcomings and/or malfunctions in the equipment and/or machines used, shortcomings of suppliers of Psyflix, shortcomings of Third Parties engaged by Psyflix, internet connection disruptions, hardware failures, disruptions in (telecommunications) networks, interruptions in the supply of electricity, strikes, riots, government measures, fire, pandemic, natural disasters, floods, and other unforeseen circumstances.

If a Single (Live) Course (or part thereof) cannot take place due to illness and/or technical malfunctions, Psyflix will refund the amount already paid by the Customer pro rata. For customers who have subscribed, this refund arrangement applies only if they have paid separately for the respective Single (Live) Course.

In the event of force majeure, Psyflix is entitled to consider an Agreement (in whole or in part) as dissolved or to dissolve it, or to cancel an Agreement without being obliged to pay any compensation to the Customer.

Article 12 – Complaints

Complaints about the services of Psyflix are handled in accordance with the Complaints Procedure of Psyflix, which can be found at: <https://psyflix.net/klachtenregeling/>.

The submission of a complaint does not suspend the Customer's payment obligation.

Article 13 – Miscellaneous

If a provision of these Conditions proves to be null and void, voidable, or otherwise invalid, this does not affect the validity of the remaining part of the Conditions. The relevant provision will be deemed to have been replaced by a new provision that will have as much as legally possible the intention of the original provision.

Article 14 – Competent Court and Applicable Law

These Conditions, the Agreement, and all use of the Platform are governed by Dutch law.

All disputes arising from or related to the agreements and commitments referred to in the previous paragraph will be exclusively brought before the Amsterdam Court in the first instance.

Article 15 – Duty to Inform

Article 6:227b paragraph 1 of the Dutch Civil Code is not applicable to all agreements between Psyflix and the Customer acting in the exercise of a profession or business.