



Terms and Conditions of Psyflix B.V.

Effective as of January 3, 2025

Article 1 – Definitions

The following terms used in these general terms and conditions are defined as follows:

Subscription: The subscription that grants the right to use (part of) the Psyflix Platform for a specific period. The Subscription provides access to one or more Accounts.

Account: The personal environment within the Psyflix Platform that the (employee of the) Customer can access by entering their login credentials (email address and password).

Payment Method: A current, valid, accepted payment method 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 to know-how and trade secrets.

Customer: Any natural person (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.

Individual (Live) Course: A (live) webinar, or a series of (live) webinars, in which a Customer may participate, with or without payment, without having a Subscription.

Agreement: The agreement between the Customer and Psyflix. The Agreement pertains to the Subscription or an agreement for participation in an Individual (Live) Course.

Platform: The Psyflix service, consisting of an online video platform for psychotherapy, accessible via the website www.psyflix.net. The Platform provides on-demand streaming access to Psyflix content for mental health professionals and offers related services, such as – but not limited to – the awarding of accreditation points.

Psyflix: The private limited liability company Psyflix B.V., located at Tweede Oosterparkstraat 185-B, (1092 BH) Amsterdam, registered in the Dutch Chamber of Commerce under number 81321678.

Psyflix Content: (Live) masterclasses, webinars, eLearnings, courses, and other forms of continuing education accessible via the Platform.

Terms and Conditions: These general terms and conditions.

Article 2 – Identity of Psyflix

- **Name of provider:** Psyflix
- **Registered address:** Tweede Oosterparkstraat 185-B, 1092 BH Amsterdam
- **Phone number:** +31 6-43548616
- **Availability:** Monday to Friday, from 9:00 AM to 5:00 PM
- **Email address:** info@psyflix.net
- **Website:** www.psyflix.net
- **Chamber of Commerce (KvK) number:** 81321678
- **VAT number:** NL862047407B01

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

1. **Applicability of Terms**

These Terms apply to all offers and quotations, Agreements, and any use of the Psyflix Platform. The Terms are easily accessible electronically on the Psyflix website and will be sent upon request free of charge.

2. **Offers and Quotations**

All offers and quotations by Psyflix are non-binding unless explicitly stated otherwise in writing by Psyflix.

3. **Subscriptions**

Psyflix offers various Subscriptions, the details of which are available on the Platform and will be communicated to the Customer via different channels. It is not permitted for multiple individuals to use the same individual Subscription. However, Psyflix offers the option to purchase a Group Subscription, allowing each individual to access the Platform at a discounted rate. Customers can inquire with Psyflix for more information.

Psyflix reserves the right to suspend an individual account without refund if it detects that the account is being shared among multiple users. Additionally, Psyflix may require the Customer to replace a general email address with a personal email address.

4. **Individual (Live) Courses**

Psyflix offers various Individual (Live) Courses, the details of which are available on the Platform and communicated during registration or through other Customer communications. A Subscription is not required to participate in an Individual (Live) Course.



5. **Changes to Terms and Conditions**

Psyflix reserves the right to amend or supplement these Terms at any time. The most current version will be available on the Platform. Psyflix will announce changes to the Terms in advance via its website and newsletters. If the Customer (or their employee) continues to use the Platform after the Terms are updated, they irrevocably accept the amended Terms.

6. **Exclusion of Customer's General Terms**

The applicability of any general terms and conditions used by the Customer is explicitly rejected.

7. **Formation of the Agreement**

An Agreement is formed when the Customer completes all (online) steps required to enter into the Agreement. The Agreement grants the Customer (or their employee) access to the Psyflix content via an Account or to an Individual (Live) Course.

8. **Account Creation**

To use the Psyflix Platform, the Customer must create an Account at www.psyflix.net. Each employee of the Customer must use their own name when creating an Account and may not use a general email address (e.g., info@ or practice@). Customers are prohibited from allowing third parties to use or access their Account. If this occurs, Psyflix reserves the right to block the Account after issuing a warning and receiving no response, without refund.

9. **Account Security**

The Customer is responsible for keeping their login credentials confidential. If the Customer suspects that someone else is using their Account, they must notify Psyflix immediately.

10. **Customer Responsibility**

The Customer is fully responsible and liable for all actions performed using the Platform and/or Psyflix content.

11. **Prohibited Actions**

Customers are not permitted to:

- Use the Platform for purposes other than those described in these Terms.
- Resell or use Psyflix content for commercial purposes.
- Use viruses, Trojan horses, worms, bots, or other software or technical tools that could damage the Platform, render it inaccessible, or bypass technical security measures.

12. **Changes to the Agreement**

If the Customer wishes to make changes to the execution or nature of the Agreement after it has been concluded, they must notify Psyflix in a timely manner. Psyflix does not guarantee that these changes can be implemented. Any additional costs resulting from such changes will be charged to the Customer.

Article 4 – Services

1. **Platform Availability and Quality**

Psyflix aims to provide the highest possible availability, quality, reliability, and security of



the Platform, Psyflix content, and Individual (Live) Courses. However, Psyflix does not guarantee these aspects.

2. **Customer Responsibilities**

The Customer (or their employee) is responsible for ensuring they have the necessary equipment, software, a properly functioning internet connection, and adequate security for their (computer) systems to use the Platform. The Psyflix website specifies the required settings for using the Platform where necessary.

3. **“As Is” Basis**

The Customer (or their employee) accepts that the Platform and Psyflix content include only the functionalities and other characteristics available at the time of use (“as is” basis). Psyflix explicitly excludes any express or implied warranties, promises, and indemnifications of any kind, including but not limited to warranties, promises, and indemnifications regarding the quality, safety, legality, integrity, or accuracy of the Platform, unless otherwise specified in these Terms.

4. **Modifications to the Platform**

Psyflix reserves the right to make changes to the Platform at any time without prior notice to the Customer (or their employee). These changes may include technical adjustments, improvements, and the addition, modification, or removal of functionalities. Psyflix is not obligated to maintain, modify, or add specific features or functionalities to the Platform for the benefit of the Customer (or their employee).

5. **Customer Support**

Psyflix customer service can be contacted via the contact form on www.psyflix.net or at info@psyflix.net. Psyflix aims to respond to inquiries within two working days.

Article 5 – Personal Data

1. **Processing of Personal Data**

In the context of Agreements, Psyflix processes personal data of the Customer (or their employees) in accordance with the General Data Protection Regulation (GDPR).

2. **Compliance with Privacy Statement**

These personal data will be processed in compliance with Psyflix’s Privacy Statement and applicable laws and regulations.

Article 6 – Fees, Billing, and Payment Terms

1. **Pricing**

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

2. **Payment Method**

Payment methods depend on the chosen Subscription or Individual (Live) Course and must be made as specified on the Platform and within the stated deadlines. If the Customer opts for payment via direct debit, they authorize Psyflix to withdraw the payment.



3. **Price Changes**

Psyflix reserves the right to change prices. Adjusted prices take effect from the moment they are displayed and do not affect Subscriptions or Individual (Live) Courses already purchased.

4. **Suspension or Termination Due to Non-Payment**

Psyflix may suspend, limit, or terminate its services and/or terminate an Agreement if the Customer fails to meet their payment obligations. Any consequences of suspension are the Customer's responsibility.

5. **Default**

If the Customer's payment cannot be debited from their provided account or if the Customer fails to pay within the agreed timeframe, they are automatically in default without requiring a notice of default. From the moment of default, the Customer owes interest equivalent to the statutory (commercial) interest rate. Psyflix may decide to transfer the claim to a third party. In such cases, all extrajudicial costs incurred by Psyflix related to the late payment will be charged to the Customer. Extrajudicial costs are determined in accordance with the Dutch Extrajudicial Collection Costs (Standards) Act and are a minimum of €40.

Article 7 – Payment Methods and Renewals

1. **Subscription Renewal Payments**

If a member has purchased a subscription via an online payment method (such as Credit Card or iDEAL), the same payment method will be used for automatic debits during subscription renewals.

If a member has paid via manual invoicing, renewals will also occur via manual invoicing. In this case, the member will receive a new invoice at the start of the renewal period, which must be paid within the specified payment term.

2. **Payments for Individual (Live) Courses**

Payment for Psyflix (live) courses can be made via online payment methods (such as Credit Card or iDEAL) through RINO Amsterdam or the Stripe payment service, or via manual invoicing, depending on the participant's preference. If manual invoicing is chosen, the participant will receive an invoice that must be paid within the specified term to confirm participation.

3. **Refund Processing**

Psyflix will process all refunds as quickly as possible. Refunds will be completed within three working days but no later than two weeks. Refunds will be issued using the original payment method unless otherwise agreed.

Article 8 – Guidance and Services Included in a Psyflix Subscription and Live Courses

1. **Professional Subscription**



- **Access and Services:**

The annual Professional subscription provides full access to all content on psyflix.net, including participation in webinars.

- **Guidance:**

- Instructional emails with explanations and tips on using the platform.
- Customer service available Monday through Friday for questions or support.
- Biweekly emails with viewing tips and recommendations based on popular or new content.

2. Professional Plus Subscription

- **Access and Services:**

The annual Professional Plus subscription includes full access to all content on psyflix.net, participation in webinars, and the ability to earn accreditation points through accredited e-learnings.

- **Guidance:**

- Instructional emails for an optimal user experience.
- Customer service available Monday through Friday for questions and support.
- Biweekly emails with viewing tips, recommendations, and updates on relevant content.

3. Psyflix Academy Course

- **Guidance and Services:**

Participants in a Psyflix Academy course receive comprehensive guidance from the Psyflix team, including all necessary (practical) information to successfully complete the course.

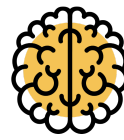
- **Customer Service and Support:**

- Customer service is available Monday through Friday for questions or support during the course.
- One or more staff members will be present during the course for direct support.

Article 9 – Cancellation of (Live) Courses

In exceptional cases, a (live) course may be canceled, for instance, due to insufficient registrations, illness of the speaker, or other force majeure situations. In such cases, Psyflix will inform the participant of the cancellation as soon as possible.

The course fee paid will be fully refunded to the participant within the usual two-week processing period.



Article 10 – Duration and Termination

The Subscription is entered into for a period of one year. At the end 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 by the Customer at any time with a notice period of **fourteen (14) days**. Termination of the Agreement can be done by contacting Psyflix Customer Service via the contact form at www.psyflix.net or by sending an email to info@psyflix.net. After the termination of the Agreement, the Customer (or their employee) retains access to the Platform and Psyflix content until the end of the Subscription period.

If the Customer is a consumer, they may cancel the Subscription within **fourteen (14) days** of its commencement. A consumer is defined here as a Customer who is a natural person using the Platform for purposes outside their trade, business, or profession. Psyflix may inquire about the reason for the cancellation, but the Customer is not obligated to provide one. Psyflix will refund the amount paid by the Customer proportionally within **fourteen (14) days** of receiving the notice of termination.

If the Customer exercises their statutory right of withdrawal in accordance with Article 6.2, they may do so within the cooling-off period by submitting the withdrawal form, sending an email to Psyflix Customer Service via www.psyflix.net, or using another clear statement. Psyflix will promptly acknowledge receipt of the withdrawal request.

After the fourteen (14) days from the start of the Subscription, it is no longer possible for the Customer to cancel the Subscription. If the Customer has not exercised their cancellation right within this period, they are bound to pay the full amount of the Subscription for the contract duration.

The Agreement for participation in a Single (Live) Course automatically ends upon the completion of the respective (series of) webinars.

The Customer may cancel the Agreement for participation in a Single (Live) Course free of charge up until the start of the course. If the Customer has participated in part of a series of Single (Live) Courses, Psyflix will refund the Customer proportionally.

Psyflix may terminate an Agreement without reason with a notice period of three months (“termination for convenience”).

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

- The Customer, if a legal entity, applies for suspension of payments, files for bankruptcy, is declared bankrupt, or if a significant portion of the Customer’s assets are or have been seized;

- Changes in circumstances make it no longer possible for Psyflix to provide access to the Psyflix content or operate the Platform in an economically responsible manner.

Both Psyflix and the Customer have the right to terminate 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, including a reasonable period of at least **thirty (30) days** to remedy the failure, continues to fail to fulfill its obligations under the Agreement.

Provisions that by their nature are intended to remain in force after the end of an Agreement will

Article 11 – Intellectual Property

The Intellectual Property Rights related to the Platform and the Psyflix content made available through the Platform, including—but not limited to—videos, photos, texts, images, design, software, audiovisual material, and other materials, are owned by Psyflix or its licensors.

Under the conditions set forth in these Terms, Psyflix grants the Customer (or their employee) a limited, personal, revocable, non-exclusive, non-(sub-)licensable, non-transferable right to use the Platform and view the Psyflix content in the manner and format made available through the Platform.

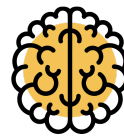
It is expressly prohibited to copy, disclose, use for direct or indirect commercial purposes, or use the Platform or Psyflix content for any purpose other than those stated in these Terms unless Psyflix or the respective rights holder has explicitly and in writing given permission for such use. Psyflix or its licensor(s) may implement technical measures to protect their Intellectual Property Rights. The Customer (or their employee) may not remove, bypass, or circumvent such security measures. Psyflix and its licensor(s) may, to the extent reasonably necessary to enforce Intellectual Property Rights, impose (temporary) restrictions on the scope of usage rights or the types of devices that can access the Platform.

It is prohibited to remove, obscure, hide, or alter any notices or statements regarding Intellectual Property Rights.

Article 12 – Copyright and Intellectual Property

All content on Psyflix, including but not limited to the website, videos, series, e-learnings, texts, images, designs, and other materials, is protected by copyright and other intellectual property rights.

The full copyright and intellectual property of these materials belong to Psyflix, unless explicitly stated otherwise. It is prohibited to copy, reproduce, distribute, publish, modify, display, or use this content in any other way without prior written permission from Psyflix.



The following specifics apply:

- **Personal Use:** Learners have the right to use the content exclusively for personal study and education. Commercial use is strictly prohibited.
- **Copyright Infringement:** Downloading, sharing, or distributing materials without permission is considered a violation of copyright and may result in legal action.
- **Third-Party Materials:** If a course uses external sources or materials from third parties, the copyright for those specific materials remains with the original rights holders.

Psyflix reserves the right to take appropriate legal action in the event of violations of these provisions.

For questions about copyright or the use of our materials, please contact us at info@psyflix.net.

Article 13: Ownership of Course Materials

All course materials offered through Psyflix, including but not limited to videos, e-learnings, handouts, assessment materials, and other documents, are and remain the property of Psyflix.

The following applies to the use of these materials:

- **Use for Personal Education:**
Users are granted a limited, non-transferable right to use the course materials for personal educational purposes. This right does not confer ownership of the materials.
- **Prohibition of Transfer or Commercial Use:**
Users are not permitted to copy, distribute, sell, rent, publicly disclose, or otherwise commercially exploit the course materials without prior written consent from Psyflix.
- **Exclusion of Ownership Transfer:**
Participation in a course or the purchase of course materials does not grant any ownership of the materials or the underlying rights to the user.
- **Protection of Rights:**
Psyflix reserves the right to take legal action in case of violations of ownership and usage rights.

For questions or requests regarding the use of our course materials, please contact us at info@psyflix.net.



Article 14: Liability

Although Psyflix strives for the highest possible availability and quality of the Platform and the Psyflix content made available through the Platform, Psyflix accepts no liability for damages resulting from the provision of the Platform, including but not limited to damages arising from inaccuracies and/or incompleteness in the Psyflix content or inaccessibility of the Psyflix content, or damages arising from tort or otherwise, insofar as permitted by mandatory law.

Psyflix is not liable for disruptions, restrictions, or errors in Psyflix's electronic services, such as access to the Account, or in the electronic services of third parties, such as providers, network operators, or other telecommunication networks.

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

If, contrary to the above, Psyflix is held liable for damages of any kind, it is liable only for compensation for direct damage suffered by the Customer (or their employee) as a result of an attributable failure or tort on the part of Psyflix. Direct damage is defined exclusively as material damage to property, 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 method of recovery.

If Psyflix is liable for damages under any circumstances, the total liability will not exceed the annual amount paid by the Customer for the Subscription or for a Single (Live) Course.

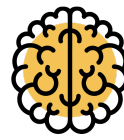
The limitation of liability in this article does not apply in cases of intentional misconduct or gross negligence on the part of Psyflix or its executives.

As a condition for any right to compensation, the Customer must report the damage to Psyflix in writing as soon as possible after it occurs. Any claim for compensation against Psyflix expires twelve months after the claim arises.

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

Article 15 – Force Majeure

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



Force majeure includes, but is not limited to, illness of employees or speakers and/or absence of key staff members crucial for the execution of the Platform, failures and/or malfunctions in the equipment and/or machines used, failures by Psyflix's suppliers, failures by third parties engaged by Psyflix, disruptions in internet connectivity, hardware malfunctions, interruptions in (telecommunication) networks, power outages, strikes, riots, government measures, fire, pandemics, natural disasters, floods, and other unforeseen circumstances.

If a Single (Live) Course (or part of it) cannot take place due to illness and/or technical failures, Psyflix will refund the amount already paid by the Customer on a pro-rata basis. For customers who have subscribed, this refund policy applies only if they have paid separately for the specific 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 cancel the Agreement without being required to pay any compensation to the Customer.

Article 16 - Complaints Procedure

Response Time

Psyflix aims to respond to submitted complaints within 2 business days and work with the participant to find a suitable solution. If more time is needed for a thorough investigation, the participant will be informed within this period about the reason for the delay. The delay will be explained, and an indication will be given as to when a resolution is expected.

Resolution Time

In all cases, the complaint will be resolved no later than 1 month after receipt. If exceptional circumstances require a longer period, the participant will be informed in writing about the delay in a timely manner. The reasons for the extended timeframe will be explained, and the participant will be informed of when the complaint is expected to be definitively resolved.

Registration and Documentation

All communication related to complaints will be carefully recorded and retained. This ensures that complaints are addressed within the specified timeframes and that the process remains transparent and verifiable.

Contact Persons

Participants can submit complaints to:

- Willemijn Salverda (Customer Service Representative): willemijn@psyflix.net
- Delphine Coppens (Management Assistant): delphinecoppens@psyflix.net
- Hardy de Heer (Operations Manager): hardydeheer@psyflix.net



Payment Obligation

Submitting a complaint does not suspend the customer's payment obligation.

Confidentiality

Psyflix treats all complaints with strict confidentiality.

Retention Period

Complaint-related information will be retained for a maximum of 12 months and will then be deleted.

Article 17 - Appeal and Independent Third Party

Psyflix has an adequate complaints procedure that offers participants the opportunity to appeal to an independent third party designated by us. This party will issue a binding decision regarding the complaint. After this decision, the participant still retains the right to take legal action. Upon request, the name of the independent third party will be provided to the participant. The decision of the independent third party is binding for Psyflix, and any consequences of this decision will be implemented by us as soon as possible.

Psyflix is a member of De Geschillencommissie (www.degeschillencommissie.nl). If you have a complaint and we are unable to resolve it together, you have the option to submit your complaint to this independent committee.

Article 19 - Competent Court and Applicable Law

Dutch law applies to these Terms, the Agreement, and all use of the Platform.

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

Article 20 - Duty of Information

Article 6:227b, paragraph 1 of the Dutch Civil Code (BW) does not apply to any agreements between Psyflix and a Customer acting in the exercise of a profession or business.

Article 21 - Accreditation and Compliance with Professional Requirements

The e-learnings offered through Psyflix that are accredited by specific professional associations, such as the Association for Behavioral and Cognitive Therapies (VGCT), the Association for EMDR Netherlands (VEN), or the Federation of Health Care Psychologists and Psychotherapists (FGzPt), are always developed in accordance with the regulations and quality standards of these associations.

The regulations and requirements set by these professional associations are guiding in the design, content, and assessment of the respective e-learnings. Psyflix ensures that our accredited courses meet the established standards of professionalism and quality.

For more information on the specific regulations of these professional associations, we refer to the official websites of the relevant organizations.

It is the responsibility of the participant to verify whether a course is relevant to their profession and meets the applicable accreditation requirements.

Article 22 - Privacy Statement

How do we handle the data of our customers?

Psyflix processes personal data solely in accordance with the Personal Data Protection Act and other applicable laws and regulations. In this Privacy Statement, we explain how we process personal data of our customers.

Psyflix will handle the information received from customers with care. Information will be considered confidential if designated as such by the customer.

Psyflix is obligated to carefully store and keep confidential any information, business data, or customer files that come to its knowledge in the course of its activities. These agreements are set forth in the Data Processing Agreement.

Psyflix partners are required to carefully store and keep confidential any information, business data, or customer files that come to their knowledge in the course of necessary activities. These agreements are set forth in the Data Processing Agreement.

Psyflix is authorized to record customer data for the execution of the 'Agreement' and/or to provide information about (the products of) Psyflix and other carefully selected organizations for accreditation purposes. Psyflix respects the privacy of the customer and will treat the provided personal information confidentially at all times in accordance with the General Data Protection Regulation (GDPR). If the customer does not wish to provide this information, they can communicate this at any time to Psyflix through our contact page.