



Fit4Taal Terms and Conditions

Fit4Taal is registered with the Chamber of Commerce under number 74242318 and has its headquarters at Weena 505, 3016AL Rotterdam.

Article 1 - Definitions

In these terms and conditions, the following terms are used in the following meanings, unless expressly stated otherwise.

2. Offer: any offer or quotation to the Participant for the provision of Services by Fit4Taal.
3. Participant: the natural or legal person who acts (does not act) in the exercise of a profession or business and who follows the Fit4Taal language program on their own initiative.
4. Services: Fit4Taal offers a Dutch language program. The program is taught from English or Spanish into Dutch.
5. Service Provider: Lina Tellez, operating as Fit4Taal, incorporated under Dutch law, established in the Netherlands and offering Services to the Participant, hereinafter: Fit4Taal.
6. Study Materials: materials related to the Service in any form, provided before, during or after the corresponding language program.
7. Agreement: any Agreement and other obligations between the Participant and Fit4Taal, as well as Fit4Taal's proposals for the Services provided by Fit4Taal to the Participant and accepted by the Participant and accepted and executed by Fit4Taal, with which these general terms and conditions form an inseparable whole.

Article 2 - Applicability

1. These general terms and conditions apply to each Fit4Taal Offer, to each Agreement between Fit4Taal and the Participant, and to each service offered by Fit4Taal.
2. Before formalizing an agreement, the Participant will be provided with these terms and conditions. If this is not reasonably possible, Fit4Taal will inform them how to access them.
3. It is not possible to deviate from these terms and conditions. In exceptional circumstances, deviations from these terms and conditions are permitted, provided they have been explicitly agreed to in writing with Fit4Taal.
4. These general conditions will also apply to additional, modified and subsequent orders from the Participant.
5. The Participant's general conditions are excluded.
6. If one or more provisions of these general terms and conditions are or become wholly or partially invalid, the remaining provisions of these general terms and conditions will remain in force and the invalid provision(s) will be replaced by a provision with the same meaning as the original provision.
7. Any ambiguity regarding the content, explanation or situations not foreseen in these terms and conditions shall be evaluated and interpreted in accordance with the spirit of these terms and conditions.
8. The applicability of Articles 7:404 BW and 7:407 paragraph 2 BW is explicitly excluded.
9. When these terms and conditions refer to her, this shall also be understood as a reference to him/her, if and to the extent applicable.

Article 3 - The Offer

1. All offers made by Fit4Taal are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer.

2. Fit4Taal will only be bound by an Offer if the Participant confirms it in writing. However, Fit4Taal reserves the right to refuse an Agreement with a (potential) Participant for any reason that Fit4Taal considers valid.

3. The offer includes a description of the Services offered. This description is sufficiently detailed to enable the Participant to properly assess the offer.

The information contained in the offer is merely indicative and cannot give rise to compensation or termination of the contract. The offer must indicate, at a minimum:

- a. How the language program is implemented;
- b. The start date of the language program;
- c. The conditions under which the language program cannot continue;
- d. Any admission requirements for the language program;
- e. The price of the language program;
- f. The method of payment for the language program;
- g. The duration of the language program.

4. Offers or quotes are not automatically applicable to subsequent orders.

5. The delivery times stated in Fit4Taal's offer are indicative and do not entitle the Participant to cancellation or compensation if they are exceeded, unless expressly agreed otherwise.

Article 4 - Formation of the Agreement

1. The Agreement is concluded at the moment the Participant accepts an Offer from Fit4Taal by paying for the relevant Service.

2. Fit4Taal reserves the right to cancel the Agreement up to 5 working days before the start of the relevant Service if the minimum number of Participants, as determined by Fit4Taal, is not reached. In that case, Fit4Taal will reschedule the Service for a new date and notify the Participant immediately. If the Service cannot be rescheduled, any fees already paid will be refunded.

3. Fit4Taal will not be bound by an Offer if the Participant could reasonably have expected, or should have understood, that the Offer contained an obvious or typographical error. The Participant shall not be able to derive any rights from such error or typographical error.

4. If the Agreement is entered into by several Participants, each Participant shall be individually and jointly liable for the fulfillment of all obligations under the Agreement.

Article 5 - Term of the agreement

1. The agreement is entered into for the duration of the assignment, unless otherwise agreed.

2. Both the Participant and Fit4Taal may terminate the agreement due to a breach attributable to the other party if the other party has received written notice of the breach and a reasonable period to comply with its obligations and still fails to do so.

This also includes the Participant's payment and cooperation obligations.

3. Termination of the contract does not affect the Participant's payment obligations, provided that Fit4Taal has already performed work or provided services at the time of termination. The Participant must pay the agreed fee.

4. Both the Participant and Fit4Taal may terminate the agreement, in whole or in part, in writing and with immediate effect, without notice, if either party is granted a moratorium, is declared bankrupt, or the company in question is liquidated. In the event of such a situation, Fit4Taal shall not be obliged to refund any funds already received or to pay compensation for damages.

5. Before the start of the Service, the Participant has the right to cancel the Agreement. In the event of early termination of the Agreement, Fit4Taal is not obliged to refund any funds already received.

6. Cancellations should preferably be made in writing. In the event of verbal cancellations, Fit4Taal will confirm this in writing.

Article 6 - Performance of the service

1. Fit4Taal will endeavor to perform the agreed service with the utmost care, as expected of a good service provider. Fit4Taal guarantees the provision of professional and independent services. All services are performed with the utmost effort, unless a result has been explicitly and extensively agreed in writing.

2. Fit4Taal guarantees that all information required to participate in the relevant Service is provided to the Participant in a timely manner, or at least 10 days before the start of the Service, unless the Participant has not yet fulfilled their payment obligation.

3. The Agreement on the basis of which Fit4Taal provides the Services governs the scope and extent of the services provided.

4. The information and data provided by the Participant form the basis for the services and prices offered by Fit4Taal. Fit4Taal reserves the right to adjust its services and prices if the information provided turns out to be incorrect or incomplete.

5. When performing the Services, Fit4Taal is not obliged or required to follow the Participant's instructions if this changes the content or scope of the agreed Services.

If the instructions entail additional work for Fit4Taal, the participant will be obliged to reimburse the additional costs on the basis of a new quotation.

6. Fit4Taal has the right to engage third parties at its own discretion to perform the Service.

7. The performance of the Services is based on the information provided by the Participant. If this information needs to be changed, this may affect the performance of the Work. Fit4Taal is not responsible for changing the program or content of the Service in such cases.

8. If the start, progress, or delivery of the Services is delayed due to, for example, the Participant did not provide all the requested information, did not provide it on time, or did not provide it in the desired format, did not cooperate sufficiently, did not receive a possible advance payment from Fit4Taal on time, or if other circumstances for which the Participant is responsible and at their own risk cause a delay, Fit4Taal shall be entitled to a reasonable extension of the delivery period. All additional damages and costs resulting from a delay due to one of the above causes shall be borne by the Participant.

Article 7 - Online modules

1. If the Participant decides to enroll in a language program, they will be given access to the Service through an online program. Before accessing the online material, the Participant must accept the terms of use of this external provider. Fit4Taal grants the Participant a non-exclusive and limited right of use with respect to the online study material.

2. The Participant may only use the online study materials for their own activities. The right of use is therefore non-transferable and the Participant may not sell, lease, sublicense, or assign the right of use to third parties in any way or for any purpose.

3. The Participant will only have access to the study books and online study material if the payment conditions have been met.

4. In the event of technical problems, the Participant must inform Fit4Taal. Fit4Taal will take the necessary measures to restore access to the service. If the Participant is unable to use the service for a period of time, access will be extended, at the Participant's request, for the period during which they were unable to use it due to technical problems. Such a request must be sent by email and will only be granted if the technical problems are at Fit4Taal's expense and risk.

5. If the Participant has paid for access but does not use it, Fit4Taal will not refund any fees already paid. Access to online materials expires at the end of the language program.

Article 8 - Online study material

1. If Fit4Taal provides online study material, Fit4Taal will make the language program necessary to participate in the language program available to the Participant in a timely manner, or no later than 10 days before the start of the language program, unless the Participant has not yet fulfilled their payment obligation.

2. All delivery times used by Fit4Taal are determined to the best of its knowledge, based on the information provided by the Participant to Fit4Taal at the time of signing the Agreement. Fit4Taal is not liable for any exceeding of delivery times.

Article 9 - Obligations of participants

1. The Participant is obliged to provide all information requested by Fit4Taal, as well as the relevant accompanying documents and related information and data (including full name, date and place of birth) in a timely manner and/or before the start of the Assignment, and in the requested format, for the proper and efficient execution of the Agreement. Failure to do so may prevent Fit4Taal from performing the Agreement in full. The consequences of such a situation will always be at the Participant's own risk.

2. Fit4Taal is not obliged to verify the accuracy and/or completeness of the information provided to it or to update the Participant with regard to the information if it has changed over time, nor is Fit4Taal responsible for the accuracy and completeness of the information collected by Fit4Taal for third parties and/or provided to third parties in the context of the Agreement.

3. Fit4Taal may request additional information if necessary for the execution of the agreement. If this is not provided, Fit4Taal shall be entitled to suspend its activities until the information is received, without any obligation to compensate the Participant.

4. Participants must attend all meetings virtually. If, for any reason, they are unable to attend, they must notify us before the start of the day in question, justifying their absence. As part of the language program, the participant must participate in the online program.

Article 10 - Content of the Service

1. If any advice or recommendations are provided during the implementation of the language program, their content is not binding and is purely advisory in nature. However, Fit4Taal will comply with its obligations of due diligence. The participant decides for themselves, and at their own risk, whether or not to follow the advice.

2. The outcome of the Service always depends on the individual effort of each Participant. Participants are expected to actively participate in the Service. If they are assigned tasks or any other preparation is required, Participants must complete this in advance.

3. If the Participant is required to take care of certain matters in the context of the Service (books, laptop, etc.), Fit4Taal le informará de ello de manera oportuna.

4. The Participant shall inform Fit4Taal in writing prior to the commencement of the Service of all circumstances that are or may be important, including any points and priorities that the Participant wishes to draw attention to.

5. In the event of illness or delay in attendance, the Participant must inform Fit4Taal of such absence as soon as possible. Failure to do so or doing so in an untimely manner may result in Fit4Taal charging additional costs or imposing additional consequences that affect the Participant's rights under the Agreement. Illness or absence does not affect the Participant's payment obligation. Under no circumstances shall the Participant be entitled to a refund of fees already paid or to any compensation if they miss a class day or meeting during the period of absence.

6. Fit4Taal links physical activities to the language program. If the Participant does not successfully complete a mandatory online module or does not pronounce the sentences correctly, they will have to exercise (walking, cycling, etc.). In exchange for the exercise, they will receive Fitcoins through an external app. Participants can spend these Fitcoins on healthy products or services. With the Participant's permission, Fit4Taal will obtain information about the activities performed with the Participant's language currency during a specified period. Fit4Taal will record these results during the language program.

Article 11 - Additional work and modifications

If, during the execution of the agreement, it becomes apparent that adjustments are needed, or if additional work is required at the Participant's request to achieve the desired result, the Participant will be obliged to reimburse Fit4Taal for this additional work at the agreed rate. Fit4Taal is not obliged to comply with this request and may require the Participant to sign a separate Agreement for this purpose or to refer the Participant to a qualified third party.

Article 12 - Prices and payment

1. All prices are exclusive of sales tax (VAT), unless otherwise agreed.
2. Fit4Taal provides its services according to the agreed rate. Payment is preferably made before the start of the Service, or at least before the start of the language program, unless otherwise agreed.
3. If the Participant has a periodic payment obligation, Fit4Taal is entitled to adjust the applicable prices and rates (only) in accordance with the terms of the Agreement in writing, taking into account a period of at least 3 months from the conclusion of the Agreement during which prices will not increase.
4. Fit4Taal reserves the right to deny a Participant access to a Service if the Participant has not fulfilled their payment obligations.
5. The Participant may not derive any rights or expectations from a previously issued quote, unless the parties have expressly agreed otherwise.

6. Fit4Taal reserves the right to increase the applicable prices and rates annually in line with current inflation. Other price changes during the term of the Agreement will only be possible if expressly stipulated in the Agreement.

7. In the event of liquidation, insolvency, bankruptcy, involuntary dissolution, or a claim for payment against the Participant, the payment and all other obligations of the Participant under the Agreement shall become due and payable immediately.

Article 13 - Collection Policy

1. If the Participant fails to meet its payment obligation and has not fulfilled it within the payment term set for that purpose, the Participant will first receive a written reminder with a period of 14 days from the date of receipt to continue to fulfill its payment obligation, including a statement of extrajudicial costs if the Participant fails to fulfill its obligations within that period, before it is in default.
2. From the date on which the Participant is in default, Fit4Taal shall be entitled, without prior notice, to statutory commercial interest from the first day of default until full payment, as well as compensation for extrajudicial costs, in accordance with Article 6:96 of the Dutch Civil Code, which will be calculated according to the scale of the decision on compensation for extrajudicial collection costs of July 1, 2012.
3. If Fit4Taal has incurred additional or higher costs that are reasonably necessary, these will be reimbursable. All legal and enforcement costs incurred will also be the responsibility of the Participant.

Article 14 - Privacy, data processing, and security

1. When providing the Services, personal data is collected from Participants. Fit4Taal treats the (personal) data of Participants with care and will only use it in accordance with the applicable rules. Fit4Taal will inform the data subject about this upon request.
2. The Participant is responsible for the processing of data processed through a Fit4Taal service. The Participant also guarantees that the content of the data is not unlawful and does not infringe the rights of third parties. In this context, the Participant indemnifies Fit4Taal against any (legal) claims relating to this data or the performance of the agreement.
3. If Fit4Taal is obliged to provide information security under the agreement, such security shall comply with the agreed specifications and with a level of security that is not unreasonable, given the state of the art, the sensitivity of the data, and the associated costs.

Article 15 - Suspension and termination

1. Fit4Taal reserves the right to deny access to the Service or to withhold online study materials if the Participant has not (fully) complied with their payment obligations. This right remains in force if Fit4Taal has a valid reason to justify the suspension.
2. Fit4Taal is authorized to suspend the fulfillment of its obligations as soon as the Participant fails to comply with any obligation arising from the agreement, including late payment of invoices. The Participant will be notified of the suspension immediately in writing.
3. In such a case, Fit4Taal will not be liable for any damage, for whatever reason, as a result of the suspension of its activities.
4. The suspension (and/or termination) does not affect the Participant's payment obligations for work already performed. In addition, the Participant is obliged to compensate Fit4Taal for any financial loss suffered by Fit4Taal as a result of its breach.

Article 16 - Force majeure

1. Fit4Taal shall not be liable if it is unable to fulfill its obligations under the agreement due to a situation of force majeure.
2. Force majeure on the part of Fit4Taal shall in any case include, but is not limited to: (i) force majeure on the part of Fit4Taal's suppliers, (ii) failure to fulfill the obligations of suppliers prescribed or recommended to Fit4Taal by the Participant or its third parties, (iii) defects in the software or in any third party involved in the provision of the service, (iv) government measures, (v) interruption of electricity, internet, data network, and/or telecommunications facilities, (vi) illness of Fit4Taal employees or consultants hired by it, and (vii) other situations that, in Fit4Taal's opinion, are beyond its sphere of influence and that temporarily or permanently prevent the fulfillment of its obligations.
3. In the event of force majeure, both Parties are entitled to terminate the Agreement in whole or in part. All costs incurred prior to the termination of the Agreement shall be borne by the Participant. Fit4Taal is not obliged to compensate the Participant for any losses incurred as a result of such termination.

Article 17 - Limitation of liability

1. If any of the results envisaged in the Agreement are not achieved, Fit4Taal will only be deemed to be in breach if Fit4Taal expressly promised such a result when accepting the Agreement.
2. If the provision of services by Fit4Taal results in liability for Fit4Taal, such liability shall be limited to the total amount invoiced under the Agreement, but only with respect to direct damage suffered by the Participant, unless the damage is the result of intent or gross negligence on the part of Fit4Taal.

Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, determining the cause of the damage, direct damage, liability, and the method of compensation.

3. In the event of personal injury, Fit4Taal's liability is limited to the amount of the insurance compensation per event and per year, plus the amount of the deductible payable by Fit4Taal. This excludes intent or gross negligence on the part of Fit4Taal.
4. Fit4Taal expressly excludes all liability for consequential damages. Fit4Taal is not liable for consequential damages, indirect damages, business interruption, loss of profit or losses incurred, loss of savings, damages due to business stagnation, financial losses, damages due to delays, loss of interest, or immaterial damages.
5. The Participant shall indemnify Fit4Taal against all claims from third parties resulting from a defect arising from a service provided by the Participant to a third party and which partly consisted of Services provided by Fit4Taal, unless the Participant can prove that the damage was caused exclusively by Fit4Taal's service.

6. Any advice provided by Fit4Taal based on incomplete and/or incorrect information provided by the Participant shall never constitute grounds for liability on the part of Fit4Taal.
7. There is no guarantee that the Participant will successfully complete the language program. The Participant shall always be responsible for successfully completing it. Fit4Taal undertakes to provide the best possible support within the framework of the Agreement. Any liability for damages suffered by the Participant as a result of not successfully completing the Service, including consequential damages, is excluded. This applies except in the case of intent or gross negligence on the part of Fit4Taal. However, even in that case, liability is limited as described in paragraph 2 of this article.
8. Fit4Taal is not responsible for the correct and complete transmission of the content of emails sent by/on behalf of Fit4Taal, nor for their timely receipt.

9. All claims by the Participant for breach of contract by Fit4Taal will lapse if they are not notified to Fit4Taal in writing and with reasons within one year of the Participant becoming aware, or reasonably could have become aware, of the facts on which their claims are based. Fit4Taal's liability will lapse one year after the termination of the Agreement between the parties.

Article 18 - Confidentiality

Fit4Taal and the Participant agree to maintain the confidentiality of all confidential information obtained in connection with an assignment. Confidentiality arises from the assignment and must also be assumed if the information can reasonably be expected to be confidential. Confidentiality does not apply if the information in question is already public or publicly known, is not confidential, or was not disclosed to Fit4Taal by the Participant during the Agreement or was otherwise obtained by Fit4Taal.

Article 19 - Intellectual Property Rights

1. All intellectual property rights and copyrights of Fit4Taal, including but not limited to all presentations, designs, online study materials, models, reports, and advice, remain the exclusive property of Fit4Taal and are not transferred to the Participant unless expressly agreed otherwise.
2. The Participant is prohibited from using any documents or software subject to Fit4Taal's intellectual property rights and copyright outside the scope of the Agreement and/or disclosing and/or reproducing them, modifying them, or making them available to third parties (including for commercial purposes) without Fit4Taal's prior express written consent.

If the Participant wishes to make changes to the items delivered by Fit4Taal, Fit4Taal must explicitly agree to the proposed changes.

3. The Participant is prohibited from using the items and documents to which Fit4Taal's intellectual property rights apply in any way other than as agreed in the Agreement.
4. The Parties shall inform each other and take joint action in the event of an infringement of intellectual property rights.

Article 20 - Disclaimer and accuracy of information

1. The Participant is responsible for the accuracy, reliability, and completeness of all data, information, documents, and/or records, in whatever form, that they provide to Fit4Taal in the context of an Agreement, as well as for data obtained from third parties and provided to Fit4Taal for the purpose of performing the Service.
2. The Participant shall indemnify Fit4Taal against any liability arising from the non-fulfillment or untimely fulfillment of obligations relating to the timely provision of all correct, reliable, and complete data, information, documents, and/or records, as well as the timely presence of the Participant.
3. The Participant shall indemnify Fit4Taal against all claims by the Participant and third parties contracted by or working for the Participant, with respect to the failure (in a timely manner) to obtain the required permits in the context of the performance of the Agreement.
4. The Participant shall indemnify Fit4Taal against all claims from third parties arising from work performed for the benefit of the Participant, including, but not limited to, intellectual property rights to the Educational Materials.
5. If the Participant provides electronic files, software, or information carriers to Fit4Taal, the Participant guarantees that these are free of viruses and defects.
6. The Participant shall indemnify Fit4Taal against all claims arising from the Participant's failure to successfully complete the language program in accordance with the Agreement.

Article 21 - Complaints

1. If the Participant is dissatisfied with Fit4Taal's service or has any other complaint about the performance of the Work, they must report this as soon as possible, within a maximum of 7 calendar days from the moment the complaint arose. Complaints can be submitted verbally or in writing to info@fit4taal.com with the subject line "Complaint."
2. The complaint must be sufficiently substantiated and/or explained by the Participant in order for Fit4Taal to consider it.
3. Fit4Taal will respond to the complaint as soon as possible, but no later than 7 calendar days after receipt of the complaint.
4. The parties will attempt to reach a joint solution.

Article 22 - Applicable law

1. The legal relationship between Fit4Taal and the Participant is governed by Dutch law.
2. Fit4Taal has the right to change these general terms and conditions and will inform the Participant thereof.
3. In the event of a translation of these general terms and conditions, the Dutch version shall prevail.
4. All disputes arising from or in connection with the agreement between Fit4Taal and the Participant shall be settled by the competent court in Rotterdam, location Rotterdam, unless mandatory legal provisions designate another competent court.

Article 23 - Payment agreement

The payment agreement in the established service model is an obligation assumed by the student. If partial payments are required, these must be paid on the specified dates. If it is determined that payment has not been received on the specified date, all additional administrative costs will be borne by the student.

Article 24 - Financing model/credit facility for more than 10 months

The student agrees to pay the agreed installments according to the financing plan established by Fit4taal. Failure to pay these installments will mean, first, that my co-signer will assume responsibility for my debt, and in case of default, my employer will be responsible for assuming the debt. I have informed my employer about the course and the payment agreement with Fit4taal.

Article 25 - Fit4taal's policy on absence without prior notice

If a student is absent from the program without informing the administrative team at info@fit4taal.com, the time of absence will be considered part of the contracted leave period. The duration of the contract remains unchanged and ends on the originally scheduled date, regardless of the time not used due to the unreported absence.

This amount corresponds to the resources and processes required to restore the student's program and is composed of:

- a. €50.50 for the updating or acquisition of academic materials and class resources;
- b. €79 for the reactivation of applications, licenses, and digital platforms; and
- c. €269.50 for the administrative and technological processes required to review, update, configure, and reactivate the student's program.

Payment of the reactivation fee does not guarantee the preservation of the original group, schedule, teacher, or study plan. The new assignment shall depend on the student's current level and Fit4Taal's academic availability.

4. Abandonment After Twelve Months

If the student does not request reactivation or resume their program within twelve (12) months following the effective freeze date, the student shall be deemed to have voluntarily abandoned the program.

In such case, Fit4Taal may close the student's academic record, cancel access to the platforms, and release any reserved place or study plan. Any subsequent reinstatement shall be considered a new enrollment and shall be subject to the terms, availability, and prices in effect at that time.

Abandonment of the program shall not eliminate any payment obligations that were incurred previously. Any request relating to amounts paid or outstanding services shall be resolved in accordance with the other provisions of the contract and applicable law.

5. Prior Notice

Before declaring the program definitively abandoned, Fit4Taal shall send a notification to the email address registered by the student, informing them of the deadline available to request reactivation.

6. Prevailing Provision

This Article supersedes any previous provision that is incompatible with the deadlines and reactivation fee established herein.

Róterdam, 7 de enero de 2022.



Before proceeding, please confirm that you have read and agree to our Terms and Conditions.
This allows us to provide you with a clear and transparent service.

STUDENT SIGNATURE