

Article 1 - Definitions

1.1 H2T: In these terms and conditions Host2Transform is defined as "H2T". The address of H2T is Prinseneiland 359, 1013 LP Amsterdam, the Netherlands, with the Chamber of Commerce number 54838967. If you have any questions, feel free to contact us via connect@host2transform.com or per mail: H2T, Prinseneiland 359, 1013 LP Amsterdam, the Netherlands.

1.2 Licensee: The (legal) person with whom H2T has concluded an agreement.

1.3 Services: The services to be provided by H2T as described on www.Host2Transform.com including providing access to our events, newsletter, online programs and Members community.

1.4 Agreement: The agreement (including these Terms and Conditions) between H2T and Licensee under which H2T provides services to Licensee.

1.5 Software: online programs embedded into the Members Community

1.6 H2T has the right to modify these terms and conditions. You agree that the most recent version of these terms and conditions will always apply to the contract. Parties may agree on deviating agreements in writing.

Article - Conclusion of contract

2.1 All offers of H2T are without obligation and can be revoked within 10 days after receiving the acceptance of the offer, unless the offer expressly states otherwise.

2.2 The Agreement between H2T and Licensee is concluded by clicking on the Order button in the last step of the registration process

on the Website of Host2Transform.com. The Agreement is also concluded upon providing payment details from Licensee per telephone, email or in writing.

2.3 H2T has the right, without giving any reason, to reject a potential Licensee.

Article 3 - License

3.1 H2T grants to Licensee a non-exclusive right of use with respect to the services and members community. The right of use becomes effective upon the conclusion of the agreement.

3.2 The right of use is not transferable. The Licensee is not permitted to sell, lease or sublicense the right of use in any manner or for any purpose, or to make it available to a third party.

3.3 Licensee may only use the right of use for its own operations.

3.4 To create a professional organisation of H2T coaches and to protect the quality to make sure H2T trainers remain never-ending students, Jessica Tangelder uses a license structure for all certified H2T trainers.

3.5 The license agreement consists of clear agreements about the rights of an H2T trainer to receive support from Jessica Tangelder, on the area of the trainers' own development in H2T, teaching and marketing areas. In addition to these rights there is the obligation to continue to study and to maintain, broaden and deepen knowledge and skills by attending live online Mastermind sessions with Jessica Tangelder, practical Update & Upgrade sessions with Jessica Tangelder, and by taking an annual theory exam.

Article 4 - Duration of right of use

4.1 The agreement for the members community is established for a period of at least 1 month or more months if use is made of a promotional rate over a longer period of time. The agreement may be extended by the Licensee in the interim or upon ending.

4.2 The agreement shall be automatically renewed until the moment of termination by Licensee, termination must take place at least 7 calendar days before the start of the new period and can only be done in writing or via email.

4.3 The agreement can not be terminated prematurely, the selected number of months for the initial agreement hereby prevails.

4.4 Licensee shall, after termination or dissolution of the agreement, refrain from direct or indirect use of the licensed services and is obliged to remove all information obtained from H2T within two business days upon the date of termination or dissolution from all (computer) systems of Licensee.

4.5 H2T and Licensee are authorized to terminate the Agreement with immediate effect without further notice or judicial intervention per email and without being obliged to pay any compensation for costs or damages in the following cases; (a) if the other party files for bankruptcy or is declared bankrupt; (b) Licensee requests (temporary) suspension of payment or is granted (provisional) suspension of payment; (c) Licensee is placed in receivership or administration, (a natural person) dies; or H2T ceases or liquidates its business.

4.6 Notwithstanding the other provisions of this Agreement, the following obligations will continue after the end of this Agreement: (a) outstanding payments; (b) intellectual property rights; (c) liability.

Article 5 - Force Majeure

5.1 H2T is not obliged to fulfill one or more obligations if prevented from doing so by force majeure. Force majeure is defined as:

1. a) a shortage of external hosting providers and suppliers of H2T
2. b) interruptions or malfunctions in the power and/or telecommunications facilities
3. c) impediments as a result of hard and software used by Licensee or due to the technical infrastructure used by them
4. d) strikes
5. e) fire
6. f) injury or sickness of staff
7. g) Denial of Services (DoS) attacks
8. h) by H2T unforeseen problems and any other circumstance that does not solely depend on the will of H2T.

5.2 When the situation of force majeure has lasted longer than (60) days, Licensee has the right to terminate the Agreement by giving written notice of termination by email without H2T being obliged to compensate for any costs or damages.

5.3 If H2T is prevented from fulfilling the agreement by restrictions or impediments or other forms of force majeure, it is entitled to suspend the execution of the agreement. In that case, Licensee does not have any right to compensation for damages, costs or interest.

5.4 Cancellation by Host2Transform

Upon cancellation of the program via Host2Transform, in case there are not enough participants, or in case of illness, there will be a 100% refund of the total fee.

5.5 Cancellation policy for the customer

- See the specific cancellation policy for each specific product or service below.
- A refund will be done within 14 days after the request for a refund has been made and acknowledged.

5.5.1 H.O.S.T. Next Level Leadership Online Program

- If for any reason you are not 100% happy with program, then the 14 day Money Back Guarantee will come in to effect.
- Please contact connect@host2transform.com within 14 days and you will get a 100% refund.
- There will be no refunds on courses and programs past 14 days, no matter what circumstances.

5.5.2 H.O.S.T. Next Level Leadership Membership (monthly, quarterly, annually payment)

- If for any reason you are not 100% happy with the program, then the 14 Day Money Back Guarantee will come in to effect.
- Please contact connect@host2transform.com within 14 days and you will get a 100% refund.
- There will be no refunds on courses and programs past 14 days, no matter what circumstances.

5.5.3 H.O.S.T. Next Level Leadership Program Amsterdam (on location)

- If for any reason you are not 100% happy with the program, then the 14 Day Money Back Guarantee will come in to effect.
- Please contact connect@host2transform.com within 14 days and you will get a 100% refund.
- There will be no refunds on courses and programs past 14 days, no matter what circumstances.

Article 6 - Certification and Licensing

To create a professional organization of H2T trainers and to protect the quality to make sure H2T trainers remain never-ending students, Host2Transform uses a license structure for all certified H2T Trainers.

The license agreement consists of clear agreements about the rights of an H2T Trainer to receive support from JESSICA TANGELDER in the area of the instructor's own development in H2T, teaching and marketing areas. In addition to these rights there is the obligation to

continue to study and to maintain, broaden and deepen knowledge and skills by attending live online Mastermind sessions with JESSICA TANGELDER, practical Update & Upgrade courses with JESSICA TANGELDER, and by taking an annual theory exam.

Article 7 - Retention of ownership

7.1 Everything provided by H2T will remain the property of H2T until Licensee has fully met all its obligations. Licensee must do all they can reasonably do to secure the property of H2T.

7.2 If H2T wants to exercise its rights, Licensee given unconditional and irrevocable permission to H2T to enter all places where the property may be located, so that H2T can take it back.

Article 8 - Warranty, refunds & advertising

8.1 H2T guarantees the soundness of the delivered services in accordance with what Licensee may reasonably expect under the agreement. Should defects nevertheless occur in the service provided by H2T due to circumstances H2T has no influence over then they will repair or have these defects repaired or apply a reasonable price reduction, at the option and sole discretion of H2T. Licensee must notify H2T in writing about any visible defects within fourteen days after delivery. Any non-visible defects must be reported to H2T within thirty days upon discovery. The report must include a detailed description of the defect.

8.2 Licensee should carefully inspect the provided service immediately upon activation, under penalty of forfeiture of any right to complaint and/or warranty.

8.3 If Licensee does not agree with the debiting of their account/credit card, Licensee can contact H2T through the contact page on the website. Licensee will then receive a substantive response from H2T

within 15 business days. If the dispute by Licensee is upheld, the collected amount will be refunded as soon as possible to the account from which it was deducted.

8.4 It is not allowed to prematurely cancel the subscription and as a result of this to recover amounts already paid. After the end of the subscription period, it is possible to cancel the subscription at no cost.

8.5 Complaints do not suspend the payment obligations of Licensee.

Article 9 - Liability

9.1 H2T is never liable for any direct and indirect damages of Licensee or third parties, including consequential damage and material damage resulting from the use or non-use of the Services.

9.2 The liability of H2T is always limited to the value of the service to a maximum of € 599.00.

9.3 The liability of H2T is in any case limited to the amount that its insurer covers in that case.

9.4 The limitations of liability included in this article do not apply if the damage is caused by intent or gross negligence of H2T.

Article 10 - Third parties

H2T may outsource work (partially) to third parties. Articles 7:404 Dutch Civil Code (implementation by a specific person), Article 7:407 (joint liability) and Article 7:409 Dutch Civil Code (death of some person) do not apply.

Article 11 - Limitation period

The limitation period for all claims and defences against H2T is one year.

Article 12 - Safeguard

12.1 Licensee indemnifies H2T for any claims of third parties who suffer damage from implementation of the contract and of which the cause is not attributable to H2T.

11.2 If third parties appeal to H2T, Licensee shall assist H2T both in and out of court and do everything that can be expected in that case.

12.3 If Licensee does not take action, H2T may decide to do so. All costs and damaged incurred for H2T will be solely at the responsibility and risk of Licensee.

Article 13 - Intellect property

13.1 All intellectual and industrial property rights relating to the Website and other services, and regarding everything H2T develops, manufactures or supplies, including software, knowledge programs, texts, designs, videos and images, belong to H2T.

13.2 Licensee is not permitted to remove or change any indication of trademarks, trade names, copyrights or other intellectual or industrial property.

13.3 Licensee is not permitted to copy or reproduce the service or any part thereof in any way, to translate it, modify it, recreate, change it or to reconstruct it.

13.4 Licensee obtains, as necessary for use of the Services, a non-transferable and non-exclusive license with respect to these intellectual property rights.

13.5 Commercial and official Host2Transform events and gatherings like workshops and tests need to be held under supervision of an official H2T Trainer to ensure that quality standards are met, to protect the purity of an H2T method for the benefit of the group.

13.6 It is not allowed to organise commercial and/or official gatherings in which approaches similar to H2T are being practiced and still make use of its name, H2T intellectual property, trademarks, its logos, pictures, drawings and other expressions of the H2T philosophy. It requires the presence of an officially licensed H2T Trainer to do so.

13.7 Private and non-commercial gatherings of enthusiastic H2T lovers who are figuring out what H2T can mean to them, are a sole responsibility of those who organise these gatherings.

13.8 During H2T events spectators are not allowed to take pictures or to make recordings with a video camera.

13.9 Practitioners are allowed to film their own lessons for private use. It is not allowed to put the recordings on YouTube or any other internet platforms.

13.10 The participants grant H2T the right and permission to take photographic pictures or videos of participants and to use their name and to use, edit, exhibit and publish these pictures or videos on the Host2Transform websites and social media. The participants acknowledge that they have no interest, ownership or copyrights over any pictures or recording produced by H2T.

Article 14 - Rights and obligations of H2T

14.1 H2T is committed to making the Services continuously available but does not guarantee that the Services are available at all times.

14.2 H2T publishes an electronic newsletter in which Licensees are informed about the developments of H2T Services. Unless Licensee indicates they do not appreciate this, Licensee will receive these

electronic newsletters during the term of this Agreement, to the email address that was provided during registration.

14.3 We reserve the right to block a personal account. We do this when we have a reasonable suspicion that one or more accounts are used in violation of this agreement. Moreover, we reserve the right to link other consequences to this use.

Article 15 - Rights and obligations of Licensees

15.1 Licensee obtains the non-exclusive and non-transferable right to receive the Service of applying leadership skills through the hardware and software as provided by them.

15.2 Licensee is responsible for all use of the Services.

15.3 Licensee will receive a personal account with password with which they will have access to the Members Community and Programs. Only the Licensee is permitted to make use of the personal account. Licensee may not give access to (a backup of) the Members Community and Programs.

15.4 Licensees should keep their account information strictly confidential. They are responsible for all acts done after having logged in with the account information and password. A Licensee is not responsible for these acts when it has been reported to us that someone knows the password of a personal account.

15.5 A Licensee is personally responsible for the technical operation and maintenance of their Internet connection, internal network and all other IT systems that are required under our system requirements for the use of our Software.

Article 16 - Fee and prices

16.1 License fees and other prices or rates as specified by H2T or agreed upon with H2T are exclusive of sales tax (VAT) en other taxes or charges, unless stated otherwise.

16.2 In all cases, H2T is entitled to adjust the agreed price through an email to Licensee subject a period of thirty (30) days.

16.3 If Licensee does not wish to agree with the price adjustment made known by H2T, Licensee shall, within thirty (30) days following the notification thereof, terminate the Agreement in writing or per email, by the mentioned date on which the price adjustment would take effect. The license fee paid will be refunded pro rato.

16.4 Licensee, in relation to the payment of the license fee and other amounts due, is not entitled to a deduction. Licensee may not suspend the payment of the license fee or other amounts by invoking the possible inadequacy of the service.

16.5 If H2T blocks a service under the appropriate conditions, it is entitled to tie a condition to the deblocking, namely that Licensee will pay for the costs involved, in accordance with the applicable rules for deblocking with H2T.

Article 17 - Payment

17.1 The licensee fee is invoiced prior to the period.

17.2 Payment of the license fee must be made within 14 days after the invoice date when no use is made of a payment method based on direct transfer (iDeal, PayPal, Credit Card, etc.)

17.3 H2T at all times has the right to claim the full or partial advance payment and/or obtain security for payment in a different way.

17.4 If Licensee does not pay the amounts owed within the agreed period, Licensee will owe the statutory interest over the outstanding amount, without any notice required. If, after notice, Licensee fails to pay the claim, the claim may be passed on, in which case Licensee will

be obliged to, in addition to paying the total amount, paying in full the extrajudicial and judicial costs, including all costs charged by external experts in addition to the costs set out in law, relating to the collection of this claim or other legal action, of which the minimum is determined to be at least 15% to the total amount with a minimum of € 75.

17.5 Without prejudice to its other rights under the law or Agreement, in absence of timely payment, H2T has the right to suspend the services without being liable to Licensee for any costs or damages.

17.6 H2T at all times has the right to disable the services when the payment of the invoice has not been received after more than 45 days after sending/notification.

17.7 Licensee shall, if it intends to reverse the automatic/direct debit from the bank, first consult with H2T.

Article 18 - Product use

Products consist of paid and free training programs, webinars, masterminds, newsletter, access to the members community and support. Members Community Terms and Conditions are contained in the relevant program.

Article 19 - Invalidity

If any part of these conditions is void or voidable, this does not alter the validity of the remainder of the Agreement. The invalid or unenforceable part shall be replaced by a provision that most closely follows the content of the invalid provision.

Article 20 - Conflicting clause

In the event that these terms and the agreement contain conflicting conditions, the conditions contained in the agreement shall apply.

Article 21 - Applicable law

21.1 This Agreement is governed by Dutch law.

21.2 Except as otherwise required by national law, the court in Amsterdam shall have exclusive jurisdiction to hear disputes arising out of or related to the Agreement between the parties.