



Terms and Conditions of Crohnproof

Article 1 - Definitions and Applicability

1. In these terms and conditions, the following definitions apply:
 - a. **Crohnproof**: the contractor, established in Steenwijk, the Netherlands.
 - b. **Client**: the natural person or legal entity that enters into an agreement with Crohnproof, uses the services of Crohnproof, and/or to whom Crohnproof has made an offer.
 - c. **Parties**: Crohnproof and the Client together.
 - d. **Services**: an overarching term for the offerings that Crohnproof provides on its website, such as consultations, (online) courses, workshops, etc.
 - e. **Participant**: the natural person, whether acting in a professional or personal capacity, who enters into an agreement with Crohnproof for an (online) course or workshop.
 - f. **Consumer**: the natural person, not acting in a professional capacity, who enters or wishes to enter into an agreement with Crohnproof.
 - o. **Consultations**: all personal online or offline meetings conducted by Crohnproof.
 - p. **Agreement**: an agreement entered into between Crohnproof and the Client.
 - q. **Products**: dietary supplements and/or other goods sold by Crohnproof via the website.
 - r. **Cooling-off period**: the period within which the Client can exercise their right of withdrawal.
 - s. **Day**: calendar day.
 - t. **Durable data carrier**: any medium that allows the Client or Crohnproof to store information addressed personally to them, in a way that allows future consultation and unchanged reproduction of the stored information.
 - u. **Right of withdrawal**: the Client's ability to cancel the distance contract within the cooling-off period.
 - v. **Model withdrawal form**: the model withdrawal form included in **Annex I** of these terms and conditions. This model form does not need to be provided if the Consumer does not have a right of withdrawal for their order.
 - w. **Technique for distance communication**: a means that can be used to enter into an agreement, without the Client and Crohnproof being simultaneously present in the same space.
2. These **terms and conditions** apply to all agreements and offers.
3. If one or more provisions in these terms and conditions are deemed fully or partially null and void or are annulled, the remaining provisions of these terms and conditions will remain fully applicable. The Parties will then consult to agree upon new provisions to replace the invalid or annulled provisions, while taking into account the purpose and scope of the original provisions as much as possible.
4. **Crohnproof** is entitled to engage qualified third parties, and these terms and conditions are stipulated for the benefit of any third party who, whether employed



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or not, is involved in the execution of the Agreement or may be liable in connection with it.

5. The applicability of Articles **7:404**, **7:407(2)**, and **7:409** of the Dutch Civil Code is expressly excluded.
6. Where the terms "in writing" are used in these terms and conditions, this also includes communication via **email**.

Article 2 - Identity of Crohnproof

Crohnproof

Aastraat 56

8331 PM Steenwijk

Website: www.crohnproof.com

Email: mail@crohnproof.com

Chamber of Commerce (KvK) number: 68491352

VAT Identification Number: NL002185947B90

Member of The Working Group for the Promotion of Evolutionary Medicine (WBEG no. 1716) and holder of a Dutch diploma in Orthomolecular Natural Medicine and Epiphysiological Therapy.

Article 3 - The Offer

1. Each offer is non-binding, unless Crohnproof specifies otherwise in its offer.
2. If an offer has a limited validity period or is subject to conditions, this will be explicitly stated in the offer.
3. The offer includes a complete and accurate description of the services offered. The description is sufficiently detailed to allow the Client to make a proper assessment of the offer. If Crohnproof uses images, they are a truthful representation of the services offered. Obvious mistakes or errors in the offer do not bind Crohnproof.
4. Each offer includes sufficient information to make it clear to the Client what the rights and obligations are that are attached to the acceptance of the offer. This specifically includes:
 - The price, including taxes;
 - The way in which the agreement will be formed and which actions are necessary;
 - Whether the right of withdrawal applies;
 - The method of payment, delivery, and execution of the agreement;
 - The period for acceptance of the offer, or the period within which Crohnproof guarantees the price;
 - The rate for remote communication if the costs of using the technique for remote communication are calculated on a basis other than the regular base rate for the communication method used;
 - How the Client can check and, if desired, correct the data provided by them in relation to the agreement before the agreement is concluded;
 - Any other languages in which, in addition to Dutch, the agreement may be concluded.



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Article 4 - Formation of the Agreement

1. The Agreement is formed at the moment the Client accepts the Agreement by signing it, and Crohnproof accepts the Agreement.
2. If the Client accepts the offer electronically, Crohnproof will promptly confirm receipt of the acceptance of the offer electronically. Until the receipt of this acceptance is confirmed by Crohnproof, the Client can cancel the Agreement free of charge.
3. If the Agreement is formed electronically, Crohnproof will take appropriate technical and organizational measures to secure the electronic transmission of data and will ensure a secure web environment. If the Client can pay electronically, Crohnproof will take appropriate security measures.
4. Crohnproof is entitled to refuse a request for an agreement without giving any reason.

Article 5 - Execution of the Agreement

1. All agreements are executed by Crohnproof to the best of its own judgment and ability.
2. Crohnproof undertakes an obligation of effort in the Agreement and does not guarantee the achievement of the intended result, unless a result is expressly agreed upon in writing and this result is sufficiently defined.
3. Crohnproof is entitled to engage third parties for the execution of the Agreement and the delivery of services.
4. Crohnproof has the right to execute the Agreement in phases and to invoice the completed portion separately.
5. Any delivery deadlines in an offer, proposal, or agreement are never strict deadlines. If Crohnproof exceeds a delivery deadline, the Client must notify Crohnproof in writing, providing a reasonable period to still fulfill the Agreement.

Article 6 - Obligations of the Client

1. The Client must provide all data, materials, or information that Crohnproof indicates are necessary, or that the Client reasonably should understand to be necessary for the proper execution of the Agreement, in a timely and accessible manner.
2. If the Client fails to provide the required/requested data, materials, or information, whether not provided, provided late, or provided incorrectly, Crohnproof has the right to suspend the execution of the Agreement. The costs arising from the delay will be charged to the Client at the usual rates.
3. The Client is responsible for the accuracy, completeness, and reliability of the data, materials, or information provided to Crohnproof, either by the Client or on their behalf.
4. Additionally, the Client must ensure that the provided data, materials, or information are free from copyrights or other proprietary rights. Crohnproof is never liable for data, materials, or information that is not free from intellectual property rights.



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5. If necessary for the execution of the Agreement, the Client will provide a suitable workspace with the desired facilities at their location, free of charge.
6. The Client is not permitted to disclose, exploit, or reproduce data or portions of provided or shown documents, software, advice, reports, presentations, training materials, etc.
7. Recording is not permitted unless the Parties have agreed otherwise in writing.

Article 7 - Price Increases

1. If Crohnproof agrees on a specific price with the Client, Crohnproof is still entitled to increase the price after providing written notice to the Client, if Crohnproof can demonstrate that significant unforeseen price changes have occurred between the time the Agreement was concluded and the delivery, regarding raw materials, currency, wages, or other unforeseen circumstances.
2. If the price increase exceeds 15%, the Client has the right to terminate the Agreement.

Article 8 - (Online) Courses and Workshops

1. These terms and conditions also apply to all (online) courses/training programs offered by Crohnproof.
2. By registering for an online course, an agreement with payment obligation is established between Crohnproof and the Participant.
3. The online course constitutes the delivery of digital knowledge. Once the Participant has gained access to the course, the contract cannot be canceled. A Participant who is also a consumer waives the right to cancel the agreement.
4. For courses/training programs that occur on a specific date and time, either on-site or online, where the Participant's attendance on that date and time is required, the right of cancellation is excluded. The Participant may designate a substitute to take their place at that date and time.
5. The online course is personal. The course content and login details may never be shared with third parties. Crohnproof reserves the right to block the Participant's access if it suspects such sharing.
6. The Participant has access to the online course for 365 days, starting from the day after the registration for the online course.
7. Crohnproof reserves the right to modify and/or supplement the content of the online courses. Changes do not entitle the Participant to a refund of already paid fees.
8. Crohnproof commits to using its best efforts and does not provide guarantees regarding the achievement of the desired results. The course is compiled by Crohnproof according to its best judgment and expertise. Crohnproof cannot guarantee that after completing the (online) course/training, the Participant will be able to apply the learned material in practice, nor can it offer guarantees regarding the potential results to be achieved.



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Article 9 - Delivery and Delivery Time

1. The place of delivery is the address provided by the Client to Crohnproof at the time of entering into the Agreement.
2. Crohnproof must handle the shipping of the order with the utmost care.
3. The Client is obligated to accept the purchased Products at the time when they are made available to the Client according to the Agreement. If the Client refuses to accept or neglects to provide necessary information or instructions required for the delivery, the Products will be stored at the Client's risk. In such a case, the Client will be responsible for all additional costs, including but not limited to storage fees.
4. The risk of loss, damage, or depreciation passes to the Client at the moment the Products are made available to the Client.
5. Delivery deadlines provided by Crohnproof are never strict deadlines.
6. If Crohnproof is unable to meet a delivery deadline, it will inform the Client in writing.

Article 10 - Changes in the Delivered Goods

Crohnproof has the right to deliver goods that differ from what was agreed upon if the change pertains to the goods, packaging, or accompanying documentation, and is required to comply with applicable legal regulations or if it concerns minor changes to the goods that represent an improvement.

Article 11 - Consultations

1. Crohnproof is entitled to charge additional fees for extra work if the consultation lasts longer than the previously agreed consultation time.
2. The Client may use the consultations included in a guidance program with Crohnproof for a maximum of one year. After one year, any unused consultations from the guidance program will expire.
3. No refund will be given for unused consultations from the guidance program if the program is terminated prematurely by the Client.
4. Unused consultations from the guidance program are non-transferable to third parties.
5. Contrary to Article 19 (right of withdrawal for Products), the Client does not have the right of withdrawal for consultations.
6. If the Client is unable to attend the consultation at the agreed time and date, the Client must notify Crohnproof at least 24 hours in advance. Only then can the Parties agree on a new date free of charge.
7. The Client can cancel a consultation by contacting their treating therapist by phone, email, or WhatsApp.
8. If the cancellation is made within 24 hours of the scheduled consultation, the Parties may agree on a new date against an additional charge. The canceled consultation will still be charged.
9. It is not possible to make up for missed consultations at a later time unless there is proven force majeure.



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10. If the Client is unable to log in to Skype or another medium for a video call due to technical reasons, they must inform Crohnproof immediately. Crohnproof will then determine whether the consultation can be rescheduled.
11. If the Client logs in late to the scheduled medium for the consultation, the original appointment will not be extended for the delay. The missed time cannot be made up.
12. For appointments on a day following a Sunday or on one or more recognized Dutch public holidays, the 24-hour notice period is considered to start at 5:00 PM on the last preceding regular working day. For a regular Monday appointment, the notice period starts at 5:00 PM on the preceding Friday.
13. If the Client terminates the Agreement after the start of the consultation, there is no right to a refund of any amount paid or still owed to Crohnproof.
14. In case of payment in installments, the Client is obliged to pay any remaining installment amounts. If the Client fails to meet their payment obligation, all remaining installments will immediately become due from the moment the Client defaults.

Article 12 - Suspension, Termination, and Dissolution

1. If:
 - a. The Client fails to fulfill any obligation under the agreement (timely or otherwise);
 - b. It is likely that the Client will not fully and/or timely fulfill an obligation to Crohnproof;
 - c. The Client has been declared bankrupt, or a request for bankruptcy has been filed;
 - d. The Client is subject to a statutory debt restructuring arrangement, or a request for such has been filed;
 - e. The Client has been granted a suspension of payment or a request for such is pending;
 - f. The Client is placed under guardianship, or a request for such is pending;
 - g. The Client sells their business or transfers control, suspends, or liquidates it, or makes preparations for any of the situations mentioned above;
 - h. Crohnproof has the right to suspend the performance of all existing contracts between the Client and Crohnproof, or to terminate these contracts, either in whole or in part, without any notice of default and without being liable for any damages. As a result, all obligations of the Client to Crohnproof under any existing agreements between the Parties become immediately due and payable.
The foregoing does not apply if the Client provides sufficient security to Crohnproof for the fulfillment of their obligations.
2. The consequences of suspension, termination, and/or dissolution are fully at the expense and risk of the Client.
3. Suspension, termination, and/or dissolution do not affect the Client's payment obligations for work already performed. Furthermore, Crohnproof is entitled to claim compensation for any damages, costs, and interest caused by the Client's non-performance and the dissolution of the agreement, including income lost by Crohnproof.



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Article 13 - Price and Payment

1. The prices mentioned in the service offer are inclusive of VAT.
2. Crohnproof's compensation is not dependent on the outcome or results of the Agreement.
3. Crohnproof is entitled to perform the Agreement in stages and invoice for completed portions separately, as well as to request (partial) prepayment.
4. Payment is due no later than 14 days after the invoice date by depositing or transferring the amount to a bank account designated by Crohnproof, without any right to discounts or set-off.
5. If the Client fails to make payment within the period specified in the previous paragraph, they will automatically be in default without the need for further notice of default. In the event of default, Crohnproof is entitled to charge statutory interest on the unpaid amount, from the due date until the date of full payment.
6. If the Client fails to fulfill one or more obligations to Crohnproof, all reasonable costs incurred to obtain performance, both judicial and extrajudicial, will be borne by the Client, with the extrajudicial costs being at least 15% of the invoice amount, with a minimum of €40.
7. If there are multiple clients, each of them is jointly and severally liable for the total invoice amount, as long as the services were provided for the joint clients, regardless of the name on the invoice.

Article 14 - Liability

1. Crohnproof is only liable to the Client for direct damage resulting from intent or gross negligence by Crohnproof in the execution of the Agreement. Direct damage is exclusively understood to mean:
 - a. The reasonable costs for determining the cause and extent of the direct damage;
 - b. Any reasonable costs incurred to bring Crohnproof's deficient performance in line with the Agreement, unless such deficiencies cannot be attributed to Crohnproof;
 - c. The reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage.
2. Crohnproof's liability, insofar as covered by its liability insurance, is limited to the amount paid out in the relevant case under its professional/business liability insurance, plus any applicable deductible for Crohnproof.
3. If the insurer does not provide compensation in any case or if the damage is not covered by the insurance, Crohnproof's liability is limited to a maximum of 50% of the agreed fee for Crohnproof.
4. In deviation from the previous paragraph, in agreements with a duration longer than six months, liability is limited to the portion of the fee due for the last three months.
5. Crohnproof is not liable for damage of any kind arising from Crohnproof's reliance on incorrect and/or incomplete information provided by or on behalf of the Client.



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6. Crohnproof is never liable for indirect damage, including but not limited to: disruption in the regular course of business of the Client, lost profits, missed savings, and/or consequential damage.
7. The Client indemnifies Crohnproof against all claims from third parties for damage arising in connection with the services provided by Crohnproof to the Client.
8. Crohnproof is not liable for failures in the execution of the Agreement by third parties engaged by the Client, on the advice of Crohnproof.

Article 15 - Speaker

1. The Client is responsible for arranging the location, unless the Parties agree otherwise in writing.
2. The Client is responsible for providing all (technical) facilities that Crohnproof deems necessary for the presentation at no cost.
3. The content of the presentation is determined by the Parties in consultation. Crohnproof may deviate from this if it concerns an addition to the presentation.
4. The Client is entitled to cancel the presentation only in writing, in which case Crohnproof will charge the Client the applicable fees based on the cancellation period relative to the planned presentation:
 - a. Between 3 and 2 months before the presentation: 50% of the full agreed invoice amount.
 - b. Between 2 and 1 month before the presentation: 85% of the full agreed invoice amount.
 - c. Between 1 month before the presentation and the presentation itself: 100% of the full agreed invoice amount.
5. The Client is not allowed to make any of the provided or displayed documents, software, advice, reports, sheets, presentations, training materials, etc., public, exploit, or reproduce them.
6. Without prior consent from Crohnproof, it is not allowed to make audio and/or video recordings of the presentation.
7. Crohnproof will provide the Client with materials that can be used for promotional purposes.
8. Crohnproof retains the right to use the work performed for the Client for its own promotional purposes.

Article 16 - Indemnification and Guarantees

1. The Client must always consult their doctor before using the Product, if they have any doubts about its compatibility with their health.
2. Crohnproof explicitly does not guarantee the intended result of the Agreement.
3. The Client indemnifies Crohnproof from any third-party claims for damages arising in connection with the performance of the Agreement.

Article 17 - Intellectual Property

1. All copyrights and other intellectual property rights related to the content of the services belong to Crohnproof.



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2. The Client is not permitted to reproduce or make available any content from the website, online program, etc., in any form or manner, whether electronically, by photocopying, recording, or any other means, without prior written consent from Crohnproof.
3. The Client is not authorized to sell and/or transfer their rights and/or obligations from the Agreement to any third party unless otherwise agreed.

Article 18 - Confidentiality

1. Both Parties are obliged to keep all confidential information and data they obtain from each other in the course of the Agreement confidential. This obligation also applies to third parties engaged by either party.
2. Information is considered confidential unless the other party has explicitly and in writing communicated otherwise or unless it is evident from the nature of the information.
3. The obligation of confidentiality does not apply to the extent that legal or professional regulations require Crohnproof to disclose information.

Article 19 - Retention of Title

1. The goods delivered under the Agreement remain the property of Crohnproof until the Client has fully complied with all obligations arising from the Agreement and/or these general terms.
2. The goods delivered by Crohnproof that fall under the retention of title may not be resold. The Client is not authorized to pledge or encumber the goods under retention of title in any other way.
3. The Client must always do everything reasonably expected to secure Crohnproof's ownership rights. If third parties seize the goods under retention of title or wish to establish or assert rights to them, the Client must immediately inform Crohnproof.
4. In case Crohnproof wishes to exercise its ownership rights, the Client grants unconditional and irrevocable permission in advance for Crohnproof to enter any location where Crohnproof's property is located and to reclaim the goods.

Article 20 - Right of Withdrawal for Products

1. In the case of Products, the withdrawal period of 14 days starts the day after the Consumer, or a third party designated by the Consumer (other than the carrier), receives the Products. This right of withdrawal does not apply to Clients.
2. If the Consumer wishes to withdraw from the Agreement, they must notify Crohnproof by means of the model withdrawal form or in writing in another unambiguous manner.
3. During the withdrawal period, the Consumer must handle the Products and their packaging with care. The Products should not be removed from their original packaging. The Consumer may handle and inspect the Products only as they would be able to in a physical store.



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4. The Consumer must return the Products within 14 days after notifying Crohnproof of the withdrawal, according to Crohnproof's instructions. The return shipping costs are the responsibility of the Consumer.
5. The risk and burden of proof for the proper and timely exercise of the right of withdrawal lie with the Consumer.
6. The Consumer does not have the right to withdraw if the sealed packaging or seal of the Products has been opened or broken. If the Consumer returns Products with broken seals, Crohnproof will not refund the purchase amount for those Products.
7. The Consumer is liable for any depreciation of the Product resulting from handling it in a way that goes beyond what is necessary for checking its nature, characteristics, and functioning.
8. Crohnproof will refund the amount within 14 days after receiving the returned Products, as per the address specified.
9. The Consumer bears the direct costs of returning the Product unless Crohnproof has stated it will cover those costs or not informed the Consumer that they are responsible for the return costs.
10. The Consumer expressly waives the right of withdrawal for online courses or training. Therefore, the Consumer cannot cancel the Agreement once they have started participating or downloading digital content.

Article 21 - Complaints Procedure

1. Complaints regarding Crohnproof's services must be submitted by the Client within 14 days after the complaint arises, either in writing or by email (support@crohnproof.com).
2. A complaint does not affect any obligations of the Client towards Crohnproof, nor the rights and obligations arising from it.
3. Complaints regarding the execution of the Agreement must be submitted in full and clearly to Crohnproof within a reasonable time after the Client has identified the defects.
4. Complaints submitted to Crohnproof will be answered within 14 days from the receipt date. If a complaint requires a foreseeable longer processing time, Crohnproof will respond within 14 days with an acknowledgment and an indication of when the Client can expect a more detailed response.
5. If a complaint is justified, Crohnproof will still perform as agreed unless it is demonstrably pointless for the Client. The Client must notify Crohnproof in writing in such cases.
6. If the complaint cannot be resolved through mutual agreement, a dispute arises subject to the dispute resolution procedure.

Article 22 - Final Provisions

1. These general terms remain in effect if Crohnproof changes its name, legal form, or ownership.
2. Any additional or deviating provisions from these general terms may not disadvantage the Client and must be documented in writing or in such a way that the Client can store them in an accessible manner on a durable medium.



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3. Dutch law exclusively applies to agreements between the Parties subject to these general terms.
4. In the case of a translation of these general terms, the Dutch version will always take precedence for the interpretation of the terms.
5. These general terms come into effect on January 1, 2024.