

General terms and conditions Keeperstrainer.com

Article 1 – Definitions

In these general terms and conditions the following terms shall have the following meanings:

Membership: by entering into an agreement with the Supplier, the Customer enters into a membership with the Supplier. By entering into a membership, the Customer obtains access to the online environment of Keeperstrainer.com, in which various training modules are accessible to the Customer, with the right to use these modules exclusively within the framework of training of goalkeepers of the customer's own soccer club.

1. Customer: the soccer team or individual (goalkeeper) trainer who runs the online training module purchases from the supplier by means of a membership.
2. Supplier: Rob van Dijk, Baarslaan 99, 2215XK, Voorhout. Trading under the name Keeperstrainer.com, registered in the trade register with the Chamber of Commerce of the Netherlands under the number 27344859. Tax id number: NL002059194B50. E-mail: info@keeperstrainer.com. Telnr: 0031(0)6-15477933.
3. In writing: in the context of these general terms and conditions, a message or confirmation from Supplier or Customer by e-mail, text message or WhatsApp shall also be deemed as in writing.
4. Training forms: the various training forms within the training modules of Keeperstraining.com, which are largely based on the training courses that supplier followed during his active professional career and which he has given and continues to give after his active professional career.

Article 2 - Applicability of general terms and conditions

2.1 These terms and conditions form part of all our offers and agreements and apply to all deliveries and/or services and/or work carried out pursuant to these agreements.

2.2 Additional and/or different terms and conditions of the customer do not form part of the agreement and therefore do not bind us, unless we have expressly accepted these terms and conditions in writing, in which case these terms and conditions shall remain in force for the rest and shall prevail in the event of contradictions.

2.3 Any general (purchase) conditions of the customer are not valid. The applicability thereof is expressly rejected by the supplier.

2.4 If these terms and conditions are amended in the interim, the amended version of these terms and conditions shall form part of any agreement concluded after the date of entry into force of the amendment.

2.5 If one or more of these clauses of the general terms and conditions are null and void or are annulled, the other clauses shall remain in full force and effect and the parties shall immediately replace the clause in question with a clause that approximates the purport of the original clause as closely as possible.

Article 3 – Establishment of the agreement

3.1 All quotations and offers are entirely without obligation, unless explicitly stated otherwise.

3.2 All price lists, brochures and other information provided with an offer are as follows as accurately as possible. These are only binding to the supplier if they have been explicitly confirmed in writing. All data/information provided with an offer remain our (intellectual) property and must be returned at first request.

3.3 The prices and/or rates stated in an offer or quotation are inclusive of VAT.

3.4 The agreement is concluded by the written acceptance (which in these Terms and Conditions shall also be understood to mean electronic) of the offer by the customer from supplier. With this acceptance the customer also accepts the applicability of these general terms and conditions. If an offer is accepted by the customer, the supplier shall be entitled to revoke this offer within 3 days after notification of the acceptance.

3.5 Any subsequent supplementary agreements or changes as well as (verbal) agreements and/or promises by our personnel or any other intermediaries shall only be binding to the supplier if these have been confirmed by the supplier in writing.

3.6 Keeperstrainer.com is entitled to refuse an application for a Subscription, if necessary without giving reasons, or to attach additional conditions to the application of the Subscription.

3.7 All invitations to make an offer by Keeperstrainer.com are subjected to availability.

3.8 The Free Trial subscription available at www.keeperstrainer.com is free of charge and without obligation and has a maximum duration of 1 month. Customer is not obliged to take out a paid subscription when the trial subscription has ended.

3.9 A maximum of 1 Free Trial subscription per person per year may be taken out.

Article 4 – Pricing

4.1 Sales and delivery and/or performance of work and/or services shall take place at the prices applicable at the time of the order. The supplier is entitled to change the prices annually or in the interim if external factors give cause to do so.

4.2 The prices referred to in Article 4.1 are in \$ US Dollars, including turnover tax.

4.3 The customer shall receive an invoice within one week of the commencement date of the membership to payment of the agreed membership.

4.4 Supplier invoices digitally in the form of a Portable Document Format (pdf).

Article 5 – Delivery

5.1 The membership is delivered by the supplier by providing the login details and granting online access to keeperstrainer.com.

5.2 Supplier shall provide these login details to the person designated by the customer by e-mail as soon as possible, but no later than 10 days after customer's acceptance, as referred to in article 3.4.

5.3 Agreed deadlines shall never be regarded as firm dates.

Article 6 - Duration of the agreement

6.1 By taking out a membership, customer subscribes until cancellation, but at least for a period of one year, to be calculated from the moment that supplier provides customer with the login details in accordance with Article 5.2.

6.2 A membership must be cancelled in writing no later than one month before the end of the current (membership) year, failing which the membership will be tacitly renewed for a period of one year.

Article 7 – Payment

7.1 All payments must be made within 14 days of the invoice date to an account number designated by supplier in the currency in which the invoice was made.

7.2 When the customer takes out a subscription, the customer pays by Credit Card (Visa, Mastercard, American Express). The amount to be paid will be debited immediately after authorization. The applicable subscription prices can be found on the homepage of the www.keeperstrainer.com under the "heading" subscribe.

7.3 With due observance of the term (Art. 6), payment of the subscription fee by the customer to the supplier, with the supplier's consent, may take place on a monthly basis by means of a direct debit. The continuous collection form provided by the supplier to the client must be returned to the supplier fully completed and signed by the client before the start of the subscription. Chargeback of an amount collected by Keeperstrainer.com does not relieve the customer of his payment obligation.

7.4 Without explicit written consent, customer is not permitted to put off its payment obligation towards supplier against a claim of customer against supplier for any reason whatsoever.

7.5 Supplier shall at all times be entitled to demand advance payment, cash payment or security for payment from customer.

7.6 In the event that the payment term is exceeded the supplier is entitled to charge statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code from the due date of the invoice until the date of full payment, without prejudice to the further rights of the supplier. When calculating the interest, part of a month shall be considered a full month.

7.7 All reasonable costs incurred as a result of judicial or extrajudicial collection of the claim shall be borne by the customer. The judicial costs shall be set at the judicial costs actually incurred by supplier. For the extrajudicial costs supplier uses a percentage of 15% of the amount due with a minimum of " 100,-.

7.8 Without prejudice to the provisions in this article, in case of non-payment or late payment or not or not properly fulfilling any obligation resting on the customer, the supplier is entitled to dissolve the agreement extra judicially without prior notice of default and to withhold further access to the online environment of Keeperstrainer.com with immediate effect, without prejudice to the right to claim compensation from the customer for damages suffered by us as a result of the dissolution of the agreement.

Article 8 – Complaints

8.1 Any complaints regarding the membership and/or the training modules must be notified in writing by customer to the supplier within 8 days after the customer has discovered a shortcoming.

8.2 If the complaint is not received by the supplier within the set term, any defence and any claim by the customer in this respect shall lapse.

8.3 The submission of a complaint does not entitle the customer to compensation, suspension or dissolution.

Article 9 – Intellectual property

9.1 All text, images and multimedia content available from the entry point URL: <http://www.keeperstrainer.com> and all pages within that domain (the "Website"), and all associated code (including but not limited to HTML and other scripts) on this site are the property of the supplier. All material on this website, including (but not limited to) text, photographs, images of training situations, illustrations, audio clips and video clips, is protected by copyrights owned or controlled by the supplier or by other parties who have licensed their material to the supplier. The application of Article 8 of the Copyright Act is expressly excluded.

9.2 The customer only acquires the rights of use (licence rights) granted to the customer by these terms and conditions. Any other or further right of the customer to reproduce printed publications, electronic publications, software, websites, data files or other materials is prohibited. A right or use to which the customer is entitled is non-exclusive and non-transferable to third parties and is limited exclusively to the use of the delivered or made available within the framework of training courses for (youth) goalkeepers within the customer's own soccer club. The right of use is furthermore limited to the purpose, numbers or duration stated in the agreement, or any other way of limiting the scope.

9.3 Modification of the materials, or the use of the materials for any purpose other than the purpose for which the customer has obtained a right of use within the framework of this agreement, is a violation of copyright and other (intellectual) property rights. The use of such material on another website or computer environment is prohibited.

9.4 In the event of violation of the provisions of this article or other provisions of the general terms and conditions, including misuse, the supplier is entitled at any time to revoke the customer's right of use after the supplier has notified the customer in writing of its intention to revoke the right of use, without prejudice to the supplier's right to invoke other legal remedies.

Article 10 – Safety

10.1 The supplier has composed the training forms within Keeperstrainer.com extremely carefully and these training forms are partly based on the training forms in which the Supplier has participated during his (professional) career or has given and continues to give these training forms himself. Nevertheless, the use of the training forms is at your own risk. The training forms are offered to the (goalkeeper) trainer of the customer to relieve and assist in the field of training of the (youth) goalkeepers of the customer's soccer club. The supplier does not make any statements about the results to be achieved when using the training forms on Keeperstrainer.com, cannot guarantee these and can therefore not be held liable for any loss, damage or injury caused as a result.

10.2 In this context, the supplier draws the customer's attention to the fact that, in principle, no physical activity should be performed without first consulting a physician.

Article 11 – Liability

11.1 The supplier shall not be liable for any damage suffered by the customer or any third parties as a result of carrying out or participating in the training, unless there is intent or gross negligence on the part of the supplier.

11.2 The supplier only accepts liability for damage suffered by the customer or any third parties, that is the result of the supplier's failure to meet reasonable requirements (e.g. on the basis of regulations of the KNVB or the law), if and insofar as this liability is covered by the supplier's insurance.

11.3 Any liability on the part of the supplier is at all times limited to a maximum of the amount that will be paid out under the supplier's liability insurer in the case in question, increased by the applicable deductible.

11.4 If for any reason the supplier's liability insurer does not provide cover or does not pay out the damage in whole or in part, the supplier's liability shall be limited to a maximum of the value of the invoice (excluding VAT) paid by the customer to the supplier in that year concerned.

11.5 The supplier shall not be liable for any damage suffered by the customer or any third party as a result of incorrect and/or incompetent use by the customer or any third party of the supplier's training forms.

- The customer shall indemnify the supplier against all claims by third parties for compensation of any damage resulting from or related to the forms of training.

- The supplier shall never be liable for indirect damage, including but not limited to consequential damage, loss of profit and missed savings.
- A claim for compensation for damage must be submitted within twelve months after the date that the customer has discovered the damage or could reasonably have discovered to the supplier, failing which the right to compensation lapses.

Article 12 Æ Force majeure

12.1 The supplier is not obliged to fulfill any obligation as a result of force majeure (unforeseeable circumstance).

12.2 Force majeure (unforeseeable circumstances) also includes, but is not limited to, the (temporary) inaccessibility of the website www.keeperstrainer.com as a result of, for example, power failures, the crash of the suppliers computer or of the server on which the website www.keeperstrainer.com is hosted.

Article 13 - The right of revocation by the consumer.

A large part of the content of the website www.keeperstrainer.com is offered for download and falls under the exception of the 'delivery of digital content'. Therefore, the consumer declares when entering into the agreement, to waive the right of revocation.

By ordering and paying for the digital subscription, you immediately request access to purchase and waive your right of revocation, on the understanding that you do not have a cooling-off period during which you can cancel your purchase.

Article 14 Æ Applicable law and disputes

14.1 All agreements between the supplier and the customer shall be governed exclusively by Dutch law.

14.2 All disputes between the supplier and the customer shall be exclusively brought before the court in the suppliers place of business, unless the law imperatively prescribes otherwise.

14.3 The parties will only appeal to the court after they have made every effort to settle the dispute in mutual consultation.

These general terms and conditions are published on the website keeperstrainer.com and are also filed with the Chamber of Commerce in The Hague (the Netherlands).