

Terms and Conditions

myFEMMA

Welcome to myFEMMA. These Terms and Conditions apply to a visit of the website by a Visitor/Client and the provision of services by myFEMMA. The Terms and Conditions constitute an agreement between the Visitor or Client and myFEMMA. By visiting the Website and/or using any of the Services provided by myFEMMA the Visitor/Client declares to be bound by the Terms and Conditions.

Please note: Services related to medical treatment are not part of the offering of myFEMMA. In particular, the services of myFEMMA do not include medical, psychotherapeutic advice or treatment and do not replace such.

1. Definitions

1.1. In these Terms and Conditions, the terms below, written with a capital letter and used in the singular and/or the plural, are given the following meaning:

- a. Account: The registered profile of a Client which the Client must create to use My myFEMMA;
- b. Agreement: The agreement between the Client and myFEMMA to use the Services;
- c. Client: The natural person who enters into the Agreement with myFEMMA to use the Service;
- d. Content: All content originating from myFEMMA and/or its suppliers, as available on the Website and/or in the Service, including but not limited to texts, programs, images, videos, layout, designs and logos;
- e. Behavioural Coach: The Behavioural Coach employed and/or engaged by myFEMMA for the help of the Client during the Session(s).
- f. Intellectual Property Rights: Any intellectual property rights, including but not limited to rights such as copyrights, database rights, domain names, model rights, neighbouring rights, patents, trade mark rights, trade name rights, as well as the rights to know-how and trade secrets;
- g. My myFEMMA: The online environment of myFEMMA where Clients can, among other things, view historic and future scheduled consults, credit status, chat contact, join peer groups and online content e.g. masterclasses, webinars and/or written content;
- h. Credit Status: the number of credits left to redeem to consult, 1 credit equals 1 consult;
- i. myFEMMA: The Dutch company myFEMMA, having it's principal place of business at Rooseveltlaan 18/1, 1078NH, Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 86091808;
- j. Party: myFEMMA and/or Client or Visitor;
- k. Privacy Policy: The privacy policy of myFEMMA with regard to the Website and the Service, as available at www.myFEMMA.com/privacy-policy;
- l. Services: The services that myFEMMA performs for a Client in execution of the Agreement, including but not limited to access to the Website, access to My myFEMMA, the offering and giving of Consults, providing chat contact, group sessions e.g. mindfulness, masterclasses and/or webinars;
- m. Consult Online: (video) session with a Behavioural Coach;
- n. Terms and Conditions: These terms and conditions of myFEMMA, available for download and print at www.myFEMMA.com/terms-and-conditions.pdf;
- o. Visitor: Anyone who visits the Website, regardless of whether they are a Client or not;
- p. Website: The websites of myFEMMA, including but not limited to www.myFEMMA.com, www.myFEMMA.nl, www.myFEMMA.de, myFEMMA.be and www.myFEMMA.fr

2. Applicability and scope

2.1. The Terms and Conditions apply to the Agreement, the Website, the Service and/or the use thereof by the Visitor and/or the Client, and any and all performance of (other) (legal) acts between the Parties.

2.2. myFEMMA is entitled to change and/or supplement the Terms and Conditions at any time. The most recent version of the Terms and Conditions is available on the Website and applies to the Agreement between myFEMMA and Client. Any change or supplement to the Terms and Conditions will be brought to Client's attention during the Service. If the Client continues to use the Service after the Terms and Conditions have been changed and/or supplemented, the Client thereby irrevocably accepts the changed and/or supplemented Terms and Conditions. If the Client does not agree with the amended and/or supplemented Terms and Conditions, the Client can choose to terminate the use of the Service, thereby forfeiting any outstanding credits.

2.3. If any part of the Terms and Conditions should be or become legally invalid or void, the Client and/or Visitor and myFEMMA shall remain bound by the remaining part of these Terms and Conditions. myFEMMA shall replace the invalid or void part by terms that are valid and not void and whose legal consequences, given the content and intent of the Terms and Conditions, correspond as closely as possible to those of the invalid and/or void part.

2.4. myFEMMA expressly rejects the applicability of any terms of use, purchase conditions and/or other (general) conditions of Client and/or Visitor.

2.5. The Terms and Conditions have been prepared in English and contain Dutch legal terms (which are quoted in inverted commas: "..."). The Terms and Conditions may at any time be translated into other languages. In case of a dispute, the English version shall have precedence and must be interpreted in accordance with the laws of the Netherlands.

2.6. myFEMMA does not offer or replace services related to medical or psychotherapeutic treatment. Our service can be used in addition to such therapies but is not and cannot be considered a substitution. When suffering from any disablement in one's mental health, such as a depression or anxiety disorder, we recommend discussing with your therapist if myFEMMA can be of additional value always within and limited to the services provided by myFEMMA.

2.7. Important note: If you have thoughts about or even specific plans to end your own life, the services of myFEMMA are not suitable for you. If such thoughts occur during the use of our services, you must immediately consult a doctor or psychotherapist or immediately contact the telephone counselling service, please dial

- Netherlands: 113
- Germany: 0800 111 0 111
- Belgium: 1813 (Dutch), 0800 32 123 (French) or 32 (0) 2 648 40 14 (English)
- France: 01 45 39 40 00
- Spain: 914 590 050 / 914 590 055
- Austria: 142
- Switzerland: 143
- Italy: 02 2327 2328
- United Kingdom: 999 (when in danger) or 111 (urgent help)
- Croatia: (01) 4833-888 or 1 16 111

3. Performance of the Agreement

3.1. myFEMMA provides to the Client the Service as described in the agreement, in accordance with the terms and conditions of the Agreement and subject to the Terms and Conditions.

3.2. myFEMMA will use reasonable endeavours to perform the Agreement for the benefit of the Client in accordance with the Agreement and the Terms and Conditions.

3.3. All Services provided by myFEMMA will be performed in accordance with the best efforts obligation (in Dutch: "inspanningsverbintenis").

3.4. myFEMMA is entitled to engage auxiliary persons (in Dutch: "hulppersonen"), including subordinates, for the performance of the Agreement.

3.5. The Client warrants to be entitled to enter into the Agreement and to be at least 16 years old.

3.6. myFEMMA is not responsible for any decision made by Clients and/or Visitors on the basis of the Service and/or the Website. myFEMMA offers no guarantee of success of any kind.

3.7. Client and Visitor accept that the Website and the Service contain only the functionalities and other properties as they find them on the Website and/or in the Service at the moment of use. myFEMMA expressly excludes any warranties and/or indemnities of any kind, including but not limited to warranties and/or indemnities with respect to the quality, security, legality, integrity and accuracy of the Website and/or the Service, except as otherwise provided in the Terms and Conditions.

3.8. myFEMMA is at all times entitled to change, adapt, put out of commission (temporarily or permanently), restrict the use of, and/or terminate the Website and/or the Service, without being or becoming in any way liable to Client and/or Visitor for damages. If the Client and/or Visitor do not agree with the changes and/or amendments made, their only option is to stop using the Website and/or the Service and/or to terminate (in Dutch: "ontbinden") the Agreement, thereby forfeiting any outstanding credits.

4. Use of the Service

4.1. The use of the Website and/or the Service is at Client's and/or Visitor's risk, including but not limited to the use of the Account. Client and/or Visitor are themselves fully responsible and liable for all actions they take on the basis of the Website and/or the Service. Client and Visitor shall indemnify myFEMMA against any and all claims of third parties that are related to and/or arise from their actions connected with visiting and/or using the Website and/or the Service, a violation of the Agreement and/or the Terms and Conditions by Client and/or Visitor and/or any unlawful act by Client and/or Visitor.

4.2. Clients and Visitors are not permitted to reproduce, publish, resell, use for commercial purposes or otherwise make available to third parties, or perform any other unlawful acts with respect to, the Website, the Service and/or the Content.

5. Sessions

5.1. myFEMMA offers Consults to Clients.

5.2. The times that myFEMMA is available for Consults are listed on the Website. When the Client books a Consult she has to indicate which time is convenient for her.

5.3. The Client warrants that the information provided by her, prior to or during Sessions, such as physical or psychological conditions, use of medication, work activities or certain leisure activities, are and stay at all times complete, current, truthful and accurate. myFEMMA is not liable for damages of any nature whatsoever, caused basis incorrect and/or incomplete information provided by the Client.

5.4. If the Behavioural Coach determines that a different treatment method is better for the Client and/or if there is any other justifiable reason, the Behavioural Coach and/or myFEMMA may stop the

Sessions. In that case the Behavioural Coach will explain to the Client why this choice was made. Any prepaid Sessions will be refunded if the Sessions are so stopped.

5.5. Any information and/or advice that myFEMMA and/or its Behavioural Coaches give to the Client is always given without any obligation to follow up. The use of such information and/or advice is at Client's own risk. myFEMMA is not liable for damages of any nature whatsoever caused by the use of such information and/or advice.

6. My myFEMMA; Account

6.1. The Client must create an Account in the manner described on the Website in order to create a profile in My myFEMMA. The information provided by the Client when creating the Account, as well as all other information provided must be (and stay) complete, current, truthful and accurate. Client warrants this and will ensure that the information provided remains accurate.

6.2. myFEMMA may set additional requirements for Clients, such as a minimum age. These requirements are stated on the Website.

6.3. The Client shall not create an Account in the name of another person or in the name of a fictitious person. Should it become clear that the Client is acting in violation of this stipulation the Account will be deleted and the Agreement will be terminated with immediate effect, the Client forfeiting any outstanding credits.

6.4. myFEMMA shall at any time be entitled to refuse the registration of an Account, to impose additional requirements for the registration of an Account or to block or delete an Account already registered with immediate effect, stating the motivation for such a decision.

6.5. The Client cannot claim any compensation from myFEMMA in connection with a refusal, blockage, or deletion of an Account.

6.6. During the registration of the Account, Client must provide (among other things) an email address which can be used to access his Account. Client is responsible for keeping (the combination of) these data confidential.

6.7. The Client is liable for the use of the Service through the Account. myFEMMA cannot but assume that the Client is actually the one who logs in with its username and password and/or uses the email address provided by the Client.

6.8. As soon as the Client knows or should reasonably know that his Account has come into the hands of any other person than the actual Client, the Client shall immediately notify myFEMMA. The Client shall also immediately take effective measures to limit and avoid further unauthorised access.

7. Intellectual Property Rights

7.1. All Intellectual Property Rights related to the Website, the Service and/or the Content belong to myFEMMA and/or its licensors. myFEMMA and/or its licensors reserve all rights not expressly granted to Client and/or Visitor in the Terms and Conditions.

7.2. Client and Visitor acknowledge and agree that the Intellectual Property Rights to the Website, the Service and/or the content are held by myFEMMA and/or its licensors and that they are not granted any rights except those expressly granted to them in the Terms and Conditions.

7.3. Clients and Visitors are explicitly not permitted to download, copy, modify, disclose, use for direct or indirect commercial purposes or use any information made accessible through the Website and/or the Service, including Content, unless myFEMMA or the relevant rightholder has given its prior written permission or mandatory Dutch law permits such use.

7.4. Client and Visitor acknowledge that the Website and the Service contain protected databases within the meaning of Article 1(a) of the Dutch Database Act (in Dutch: "Databankenwet"), and that

myFEMMA is the producer of these databases as referred to in Article 1(b) and Article 1(a) of the Dutch Database Act.

7.5. As the producer of the databases, myFEMMA has the exclusive right to authorise the use of data from these databases.

7.6. Client and Visitor may use data from the databases only to the extent that use is permitted under the Terms and Conditions and for the performance of the Service.

7.7. Client and Visitor are not permitted, without the express prior written consent of myFEMMA, to extract and/or re-utilize any substantial or non-substantial part of the contents of the database(s) repeatedly and systematically within the meaning of the Dutch Database Act.

7.8. The Client and Visitor are not permitted to make improper use of the Website and/or the Service. This means, among other things, that Clients and Visitors are not permitted to use any software and/or hardware tools and/or solutions (under their own management or made available by third parties) in so far as these are intended to collect and/or take over any information made accessible via the databases or to spider, scrape, search or in any other way improperly use and/or view the databases.

8. Privacy

8.1. During the registration of the Account and when using the Service, Client provides data to myFEMMA. If this data is personal data, it will be stored and processed in accordance with the Privacy Policy of myFEMMA and the applicable laws and regulations.

8.2. myFEMMA is allowed to transfer Client's personal data to third parties, if there is a valid basis for doing so under the General Data Protection Regulation (GDPR). myFEMMA informs Client about this transfer to third parties through the Privacy Policy.

9. Availability

9.1. At myFEMMA, we aim to help people within 24 hours. We offer accessible, personalised support from certified behavioural coaches such as sexologists via chat, phone, or video for anything concerning mental well-being.

9.2. myFEMMA does not warrant that the Website and/or the Service will be free of errors and bugs, complete and/or up-to-date at all times.

9.3. myFEMMA performs maintenance work on the Website and/or the Service. This work may take place at any time, announced and unannounced, including when it may result in limited availability.

9.4. myFEMMA does not warrant that the Website and/or the Service or any part thereof is accessible at all times and functions without interruptions, failures and/or errors. Interruptions, faults and/or errors in the Website and/or the Service may occur as a result of interruptions, faults and/or errors in the internet connections and/or as a result of viruses and/or errors and/or defects. myFEMMA accepts no liability whatsoever for any damage, loss or costs incurred as a result of the (temporary) unavailability of the Website and/or the Service, including but not limited to (temporary or permanent) loss of data, to the extent permitted under mandatory law.

10. Liability

10.1. myFEMMA is not liable for damages resulting from any unauthorised use of the Website and/or Service by other Clients and/or Visitors and/or other third parties, unless myFEMMA is liable for same under mandatory law.

10.2. myFEMMA accepts no liability for damages resulting from the provision of the Website and/or the Service, or from any tort or otherwise, to the extent permitted by mandatory law.

10.3. If, notwithstanding the foregoing and any other applicable stipulations in these Terms and Conditions, myFEMMA is held liable to a Client or Visitor for damages for any reason whatsoever, myFEMMA shall only be liable for direct damages (in Dutch: "directe schade") suffered by a Client or Visitor as a result of an attributable shortcoming (in Dutch: "toerekenbare tekortkoming") and/or wrongful act by myFEMMA up to the amount that is paid out in the relevant case under the professional liability insurance of myFEMMA, plus the amount of the deductible that is not borne by the insurer under the terms and conditions of this professional liability insurance.

10.4. If, for any reason, no payment takes place under the above-mentioned insurance, reimbursement of damages as indicated in article 10.3 shall be limited to compensation of the direct damages with a maximum of € 1,000.00 (one thousand euros) per damaging event (a series of consecutive events is considered as one event).

10.5. Direct damage means only:

- damages due to death or bodily injury;
- material damage to property;
- reasonable costs incurred to prevent or limit direct damage, which could be expected as a result of the event on which the liability is based; and
- reasonable costs incurred in determining the cause of the damage.

10.6. The liability of myFEMMA for indirect damages (in Dutch: "indirecte schade") is excluded. Indirect damages include all damages that are not expressly defined as direct damages in the previous paragraph, including but not limited to consequential damages (in Dutch: "gevolgschade"), losses, damage to electronic data and/or damage due to delays in the transport of data traffic and costs incurred to prevent or determine indirect damages.

10.7. The exclusions and limitations of liability contained in this article do not apply in cases of intent (in Dutch: "opzet") and/or deliberate recklessness (in Dutch: "bewuste roekeloosheid") on the part of myFEMMA.

10.8. Unless performance by myFEMMA is permanently impossible, the liability of myFEMMA for an attributable failure in the performance of the Agreement can arise only if a Client immediately sends myFEMMA a notice of default (in Dutch: "ingebrekestelling") in writing, whereby a reasonable term for remedying the failure is given, and myFEMMA continues to fail attributable in the performance of its obligations even after that term.

10.9. There is no attributable failure in performance of the Agreement by myFEMMA in the case of force majeure. Force majeure includes illness of employees and/or absence of employees that are crucial for the provision of the Service, interruptions in the supply of electricity, strikes, riots, fire, natural disasters, floods, failures of suppliers of myFEMMA, failures of third parties engaged by myFEMMA, failures of (other) Clients, failures in the connection with the internet, hardware failures, failures in (telecommunications) networks, epidemics, pandemics, government measures and all other external causes on which myFEMMA has no influence.

10.10. If the force majeure continues for at least thirty (30) days, both myFEMMA and the Client are entitled to rescind the Agreement in writing, without being obliged to pay compensation for any damages in respect of such rescission.

10.11. Any claim for damages by the Client or Visitor that has not been specified and explicitly reported by the Client or Visitor shall be time barred by the mere lapse of twelve (12) months after the claim arose. This shall not affect the Client's and Visitor's obligation to complain (in Dutch: "klachtplicht") as stipulated in article 10.8.

11. Force majeure

11.1. A Party will not be bound to fulfil any contractual and/or legal obligation if it is prevented from doing so as a result of force majeure ("overmacht").

11.2. Force majeure exists if a Party is hindered in the performance of its obligation(s) as a result of a circumstance that is not due to its fault, and also not by virtue of law, a legal act or socially accepted standards.

11.3. With force majeure on the side of myFEMMA is meant, apart from what is understood in the law and jurisprudence, illness of employees and/or Behavioural Coaches and/or absence of employees and/or Behavioural Coaches who are crucial for the supply of the Service, interruptions in the supply of electricity, strikes, riots, fire, natural disasters floods, shortcomings of suppliers of myFEMMA, shortcomings of third parties called in by myFEMMA, failures in the connection with the internet, hardware failures, failures in (telecommunication) networks, epidemics, pandemics, government measures and all other external causes on which myFEMMA has no influence.

11.4. The Party that has invoked force majeure is obliged to make efforts to ensure that the force majeure situation is of the shortest possible duration.

11.5. If a situation of force majeure lasts longer than thirty (30) days, or as soon as it is clear that the situation of force majeure will last longer than three (3) months, both Parties will be entitled to dissolve the Agreement in writing in part (insofar as it affects the situation of force majeure). Any work already carried out under the Agreement will in that case be settled proportionately, without the Parties owing each other anything else. This shall not affect the other provisions of the Terms and Conditions.

12. Confidentiality

12.1. myFEMMA is obliged to confidentiality based on codes of professional standards.

12.2. The Client shall treat information confidentially when myFEMMA has marked this information as confidential or when the Client knows or reasonably should suspect that the information was intended to be confidential.

12.3. The confidentiality obligations continue to apply after the termination of the Agreement.

13. Third parties

13.1. myFEMMA may transfer rights and obligations under the Agreement to third parties. The Client hereby irrevocably agrees to such transfer. Client is not entitled to transfer the rights and/or obligations under the Agreement to a third party without the prior written consent of myFEMMA.

13.2. myFEMMA is permitted to engage third parties in the performance of the Agreement and/or the Service or parts thereof.

14. Termination of the Agreement

14.1. Without prejudice to the other rights of myFEMMA, myFEMMA shall be entitled at any time and at its sole discretion, without becoming liable to Client, to terminate Clients use of the Service and/or the Agreement with immediate effect for serious reasons, including but not limited to the situation when Client misuses the Services. Misuse includes, but is not limited to, exhibiting aggressive behaviour towards a Behavioural Coach and/or repeatedly not showing up for appointments.

14.2. A Party has the right to rescind the Agreement if the other Party attributable fails to comply with its obligations under the Agreement and that Party, after having received a written notice of default whereby a reasonable term for remedying the failure is given, and the failing Party continues to fail attributable in the performance of its obligations even after that term.

14.3. In case of termination of the Agreement, in any way and for any reason, myFEMMA is never obliged to pay damages or any refund of fees already received to the Client.

14.4. All provisions of the Terms and Conditions that are intended to survive termination of the Agreement, including but not limited to the provisions relating to Intellectual Property Rights, warranties, and indemnities, shall continue in full force and effect after termination of the Agreement.

15. Applicable law and competent court

15.1. Unless mandatory law requires otherwise, the Website, the Service, the Agreement, the Terms and Conditions and any disputes arising therefrom are governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980) shall not apply.

15.2. Unless mandatory law requires otherwise, all disputes relating to the Website, the Service, the Agreement and the Terms and Conditions will be submitted to the competent court of the District Court of Amsterdam.

16. Complaints

16.1. In case of a complaint, the Client can discuss this complaint in the first instance with the myFEMMA team and/or the concerning Behavioural Coach. myFEMMA can be contacted through the contact details on the Websites.

16.2. If discussing the complaint with myFEMMA and/or the Behavioural Coach is not possible for the Client, does not result in an acceptable solution or if the Client does not feel comfortable doing so, he/she can contact the operational directors of myFEMMA via complaints@myFEMMA.com.
