

General Terms & Conditions

Article 1. General information and definitions

1.1 **Christel Serneels**, a natural person – sole proprietorship, acting under the commercial name Journey For All - Zola, with headquarters in 3271 Zichem, Pater Richard Van De Wouwerstraat 71, registered with company number 1025.338.696 (hereinafter referred to as “**Journey For All**”)

Email address: journeyforall@proximus.be

Phone: +32 496 520 974

1.2 In these general terms and conditions, the following definitions shall apply:

- (1) General Terms and Conditions: Present general terms and conditions
- (2) Service(s): Collection of all services offered by Journey For All (including Online Services)
- (3) Service provider: Any appointee by Journey For All
- (4) Customer: Any natural or legal person who purchases a Service or Online Service.
- (5) Consumer: The consumer (within the meaning of Article I. 1, 2° of the Economic Law Code) who concludes an agreement with the Service provider and thereby accepts the General Terms and Conditions
- (6) Quotation(s): An offer or quotation from the Service provider (via the website, social media or email)
- (7) Agreement: The service agreement between Journey For All and the customer after acceptance of the quotation by the Customer or the purchase agreement of a Service or Online Service
- (8) Online Service: e-books within the large meaning of the word, digital leaflets, etc. (i.e. digital content in accordance with article 1701/1, 1° Former Civil Code)
- (9) Parties: Journey For All together and the Customer
- (10) In writing: the written communication such as emails or via a registered letter if required
- (11) Website: <https://academy.journeyforall.eu/>

Article 2. Acceptance of the general terms and conditions

2.1 Any Agreement, of whatever nature, between Journey For All and the Customer, shall be subject to the General Terms and Conditions hereafter. Deviations from these General Terms and Conditions shall only be valid if expressly agreed in advance and in writing.

Article 3. Commitments

3.1 Given the type of Services Journey For All is committed to a best efforts obligation and will fulfil its assignments or provide services to the best of its ability according to the prevailing standards of due diligence and good workmanship.

3.2 The Customer is expected to promptly inform and keep Journey For All informed of all information that is (reasonably) useful and necessary in the performance of the Service.

3.3 Journey For All Content reserves the right, without prior notice, to suspend its Services towards the Customer in whole or in part or even terminate the Agreement if the Customer

fails to fulfill its payment obligations, other obligations pursuant to the General Terms and Conditions.

Article 4. Services provided by third parties

4.1 Journey For All may, in fulfilling the Service, rely on the services of third parties if this seems to be necessary or useful.

Article 5. Quotation and delivery

5.1 Journey For All always provides a quotation through its website, by email or social media.

5.2 To place an order, the Customer chooses the Online Services he/she wishes to purchase on the website and fills in the requested details. The Customer shall verify the correctness of the purchase order. The Customer then chooses the payment method and makes the payment.

5.3 Immediately after the purchase, the Customer will receive an order confirmation at the email address provided.

5.4 Journey For All makes every effort to provide the Customer with access to the purchased Online Service within 48 hours after the purchase unless explicitly communicated otherwise in the Quotation. Journey For All shall inform the Customer immediately about unforeseen delays.

Article 6. Pricing and payment terms

6.1 All prices are expressed in euros. The listed Prices are excluding VAT, unless explicitly stated otherwise.

6.2 Journey For All cannot be held to its Quotation if the Customer reasonably understands that the Quotation, or any part thereof, contains an obvious material error or a clerical error, such as an unrealistically high discount or an unusually low asking price.

6.4 When the Customer places a purchase order for an Online Service, he/she shall pay the full price. The digital content is only put at the Customer's disposal when Journey For All has received the full payment of the Customer in its bank account.

Article 7. Duration and termination of the Agreement

7.1 The Agreement between Journey For All and the Customer is of limited duration unless expressly agreed otherwise in writing. An Agreement of limited duration cannot be terminated prematurely by the Customer except by payment of a cancellation fee equal to the amount payable by the Customer.

7.2 If either Party materially fails to comply with its obligations and, after having been expressly pointed this out in writing by the other Party, fails to do so within a reasonable period, the other Party shall be entitled to terminate the Agreement without judicial intervention and without owing any compensation. In case the Customer is the Party who fails to comply with its obligations and for this reason, Journey For All terminates the cooperation, then the total balance of the invoice of Journey For All must still be paid.

7.3 In case Journey For All fails to comply with its obligations, then the Customer is entitled to reimbursement of the fee already paid for the Services which are the subject of the default.

Article 8. Right of withdrawal

8.1 In accordance with article VI. 53, 13° Economic Law Code, the Customer explicitly acknowledges that as he/she purchases an Online Service whereby he/she will have immediate access to the purchased Online Service or whereby the Online Service will be delivered within the period of the right of withdrawal, his/her right to withdrawal lapses because the performance or delivery takes place during the right to withdrawal.

Article 9. Legal warranty

9.1 Journey For All is liable to the Consumer for conformity defects in Online Services that are discovered within one year after delivery.

9.2 The Consumer shall be obliged to notify Journey For All of the defect in writing and within a maximum period of two months from the day he discovered the defect, under penalty of losing his right of complaint.

9.3 The Consumer's legal claim lapses after 1 year from the day the conformity defect was detected.

9.5 In the event of a conformity defect, the Consumer has the right to have the digital content or digital service made compliant (unless the chosen remedy is impossible or would entail disproportionate costs for the Service provider compared to the other remedies), to obtain a proportionate price reduction, or to terminate the Contract in accordance with the conditions set out in articles 1701/11 and 1701/12 of the Former Civil Code.

Article 10. Force majeure

10.1 Any force majeure situation shall release the defaulting Party relying on the force majeure situation from its liability for non-performance of any obligation under the Agreement.

In the name of Journey For All a force majeure situation includes (but is not limited to): war, riot, strike, pandemic, epidemic, illness of Christel Serneels, quarantine measures, fire, government measures, storm, explosions, natural disasters, earthquakes, hacking, cyberattacks, no Internet, technical failure of the website or computer.

In the name of the Customer a force majeure situation includes (but is not limited to): war, riot, strike, pandemic, epidemic, fire, government measures, storm, explosions, natural disasters and earthquakes.

10.2 If a force majeure situation occurs, the defaulting Party shall notify its counterparty thereof In Writing within ten (10) working days after the occurrence of the force majeure situation.

10.3 In this case the obligations of the Parties will temporarily be suspended until the force majeure situation has passed. During this (suspension) period, the Parties shall make all reasonable efforts to mitigate the effects of the force majeure situation and shall negotiate in good faith the fulfilment of their respective obligations under this Agreement. In case the force majeure situation lasts longer than six (6) months, both Parties may terminate the Agreement by email, sent against receipt, without judicial intervention or the payment of compensation to the other Party.

Article 11. Confidentiality (duty of non-disclosure)

11.1 Journey For All shall maintain the confidentiality of all information and data accessed during the performance of the Service. Journey For All takes all possible precautionary

measures to protect the Customer's interests. The Customer shall not, without its consent, disclose to third parties its approach, method of operation or the Quotation.

11.2 The Parties shall not disclose the confidential information exchanged between them in any way whatsoever to third parties except with the prior and explicit written consent of the other Party or if they are required to do so by law.

Article 12. Intellectual property

12.1 By purchasing a Service, the Customer expressly accepts that all content, techniques used, material, diagrams, examples, modules, images and videos ("**Intellectual Property**") are owned by Journey For All and that these are protected by intellectual property rights. The Customer shall not distribute this Intellectual Property, nor share it with third parties or commercialise and thus sell it.

12.2 The Customer receives a personal and non-transferable usage licence to use the content of the Online Services for personal purposes.

12.3 These intellectual property rights include, but are not limited to, patent, copyright, trademark, design or model rights and/or other (intellectual) property rights such as patentable or non-patentable technical and/or commercial know-how, methods and concepts.

Article 13. Liability

13.1 Journey For All can only be held liable by the Customer in case of deceit, fraud, gross and wilful misconduct (except for the legal guarantee as stipulated in Article 9) of its own or its appointees.

13.2 For Journey For All, the Agreement always includes best efforts obligations, no obligations to achieve results. Journey For All will do its utmost to deliver its Service correctly and to achieve the best result, however, the company cannot be held liable due to the content not being up-to-date on the Online Service.

13.3 Furthermore Journey For All is only liable for direct damages and is in no way liable for or liable to pay compensation for any intangible, indirect or consequential damages, including (but not limited to) loss of profits, loss of time, loss of turnover, loss of revenue, administrative or personnel costs, an increase in overheads, or third-party claims.

13.4 Journey For All is not liable for damages of any kind due to incorrect or inaccurate data provided by the Customer.

13.5 The total contractual and extra-contractual liability for direct damages shall always be limited to the payment of compensation equal to the amount of the Services that gave rise to the harmful event.

Article 14. Data protection policy

14.1 Journey For All is the controller of the personal data that will be processed in accordance with the provisions of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, known under the General Data Protection Regulation and the Act of 30 July 2018 on the protection of individuals with regard to the processing of personal data.

14.2 For more information Journey For All refers to its privacy statement which can be consulted on the website and forms an integral part of these General Terms and Conditions.

Article 15. Completeness and nullity

15.1 These General Terms and Conditions constitute the entire Agreement between the Customer and Journey For All and supersede any previous existing agreement and any previous oral or written agreement between the parties concerning the same subject matter.

15.2 Should any provision (or part thereof) of the General Terms and Conditions be unenforceable or in conflict with any provision of mandatory law, this shall not affect the validity and enforceability of the other provisions of these General Terms and Conditions, nor the validity and enforceability of that part of the relevant provision that is not unenforceable or in conflict with any provision of mandatory law. In such a case, the Parties shall negotiate in good faith to replace the unenforceable or conflicting provision with an enforceable and legally valid provision that is as close as possible to the object and purpose of the original provision.

Article 16. Applicable law and competent courts

16.1 Belgian law shall apply to all disputes related to or arising from the agreement subject to these General Terms and Conditions. Only Belgian courts and tribunals are competent.

16.2 In the case of disputes of a cross-border nature, the Customer can additionally invoke the European Union's Online Dispute Resolution platform via this link: <http://ec.europa.eu/odr>. When filing a complaint, the email address that should be mentioned is as follows: journeyforall@proximus.be.

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