

Sparkle Digital – Lotte Schoots

These general and special terms and conditions exist to make clear agreements, so that we both know what we may expect from each other when you purchase a product or service from me.

Do you have questions or is something unclear? Then email hello@sparkle-digital.com.

Article 1 | Introduction

1.1 For readability, this document is written in the first person ("I"). Where "I," "me," or "my" appears, this refers to the company Sparkle Digital.

Definitions:

- **Sparkle Digital:** The sole proprietorship Sparkle Digital as registered in the trade register of the Chamber of Commerce under number 74953281, also trading under the name Lotte Schoots.
- **Services:** All services that can be purchased from Sparkle Digital, such as, but not limited to: coaching trajectories, live events, strategic marketing advice, and digital products & programs.
- **In writing:** Both in writing and by email.

Contact details:

Postal address: Ophemertsedijk 2b, 4001 PB Tiel, The Netherlands.

E-mail: hello@sparkle-digital.com

- **Offers:** an offer from me either in writing or via my website, accessible via the domain <https://Sparkle-Digital.com>.

Article 2 | Scope

2.1 These general terms and conditions apply to all offers from, assignments to, and agreements with me.

2.2 Any purchasing or other conditions of yours do not apply.

2.3 Deviations from these general terms and conditions only apply if and to the extent that they have been specifically accepted by me in writing. Such acceptance cannot be inferred from my failure to respond to any declaration by you that your own general terms and conditions apply. Any deviation therefore only applies to that specific case, and no rights can be derived from it with respect to legal relationships entered into afterward.

2.4 If these general terms and conditions have once applied to a legal relationship between you and me, you are deemed to have agreed in advance to the applicability of these general terms and conditions to agreements concluded afterward.

2.5 These general terms and conditions also apply to any renewal(s) of offers and agreements with me.

Article 3 | Formation of the agreement

3.1 My services are available to companies, self-employed entrepreneurs, and private individuals interested in personal and professional growth.

3.2 All offers from me are without obligation and non-binding, unless the contrary is expressly stated in an individually addressed written offer, which also states a period for acceptance.

3.3 The prices in the stated offers and quotations are exclusive of VAT and other government levies, as well as any costs to be incurred in connection with the agreement, including web hosting and advertising costs, unless stated otherwise.

3.4 Verbal commitments made by me are only binding once confirmed in writing.

3.5 Agreements, assignments, and amendments thereto only come into effect at the moment I have accepted them in writing, or at the moment I have actually begun execution.

Article 4 | Engagement of third parties

4.1 If and to the extent required for the proper performance of the agreement, I have the right to have certain work carried out by third parties. Except in the case of intent or gross negligence on my part, I am not liable for shortcomings of these third parties.

4.2 If these third parties wish to limit their liability in connection with the performance of my agreement with you, I assume, and hereby confirm if necessary, that all agreements between you and me include the authority to accept such a limitation of liability on your behalf.

Article 5 | Special conditions for (life) coaching trajectories

5.1 The agreement constitutes for me an obligation of effort, not an obligation of result. I will make efforts to

achieve a positive result, but cannot guarantee that this result will be achieved. The result depends on various factors beyond my control, including but not limited to your effort, motivation, and personal circumstances. The agreement will be performed in a manner that may be expected of a reasonably acting and reasonably competent coach. I do not offer therapy or medical treatment, and all services are exclusively aimed at coaching. Coaching is not a substitute for medical, psychological, or other professional assistance.

5.2 Appointments must be cancelled by email at least 48 hours (2 working days) in advance, after which a new appointment can be scheduled. A new appointment must always take place within the duration of the agreement. Unfortunately, I cannot guarantee that there will be room in my schedule to make up a coaching call. This may mean that the coaching call is forfeited after all.

5.3 If the appointment is cancelled later than 48 hours (2 working days) in advance, the coaching call is forfeited immediately and cannot be made up.

Article 6 | Special conditions for strategic marketing advice

6.1 The agreement constitutes for me an obligation of effort, not an obligation of result. I will make efforts to achieve a positive result, but cannot guarantee that this result will be achieved. The result depends on various factors beyond my control, including but not limited to your effort, motivation, and personal circumstances. The agreement will be performed in a manner that may be expected of a reasonably acting and reasonably competent consultant.

6.2 Appointments must be cancelled by email at least 48 hours (2 working days) in advance, after which a new appointment can be scheduled. A new appointment must always take place within the duration of the agreement. Unfortunately, I cannot guarantee that there will be room in my schedule to make up a consultation/coaching call. This may mean that the consultation/coaching call is forfeited after all.

6.3 If the appointment is cancelled later than 48 hours (2 working days) in advance, the consultation/coaching call is forfeited immediately and cannot be made up.

Article 7 | Special conditions for digital products & programs

7.1 Due to the nature of digital content, the right of withdrawal is excluded insofar as delivery has started with your express consent and acknowledgment that you thereby waive the right of withdrawal. By purchasing and receiving immediate delivery of the digital product, you agree to this. Unless stated otherwise, digital products are non-refundable and non-exchangeable. It is your responsibility to ensure that the digital product is compatible, suitable, and workable prior to purchase. Any problems regarding the delivery or quality of the digital product must be reported to me immediately for resolution. I reserve the right to modify, update, or discontinue any digital product without prior notice.

7.2 I do not guarantee, represent, or warrant that your use of my service or product will be uninterrupted, timely, secure, or error-free. I do not guarantee any benefits, profits, performance advantages, or other results. I do not warrant that the results obtained through use of the service will be accurate or reliable.

7.3 Prices for my products and services may be changed without notice. I reserve the right to modify or discontinue the service or product (or any part thereof) at any time without prior notice. I am not liable to you or any third party for any modification, price change, suspension, or discontinuation of the service or product.

7.4 I may provide you access to third-party tools over which I have neither oversight nor any control or input. You acknowledge and agree that I provide access to such tools on an "as is" and "as available" basis, without any warranties, representations, or conditions of any kind, and without any endorsement.

7.5 You agree not to reproduce, duplicate, copy, sell, resell, or exploit any part of the product or program, its use, or access to it, without my express written permission.

7.6 Coaching conversations that are part of an online product or program must be cancelled by email at least 48 hours (2 working days) in advance, after which a new appointment can be scheduled. A new appointment must always take place within the duration of the program. Unfortunately, I cannot guarantee that there will be room in my schedule to make up a conversation. This may mean that the coaching conversation is forfeited after all. If the conversation is cancelled later than 48 hours (2 working days) in advance, the coaching conversation is forfeited immediately and cannot be made up.

Article 8 | Suspension and termination

8.1 I am entitled to terminate the agreement if you fail to fulfill your obligations under the agreement.

8.2 Furthermore, I am entitled to terminate the agreement if circumstances arise that are of such a nature that performance of the agreement is impossible, or can no longer reasonably be required under standards

of reasonableness and fairness, or if other circumstances arise of such a nature that unaltered maintenance of the agreement cannot reasonably be expected.

8.3 I am entitled to suspend the performance of the obligations arising from the agreement if you fail to fulfill your obligations under the agreement, or if, after concluding the agreement, I become aware of circumstances that give good reason to fear that you will not fulfill your obligations. In case there is good reason to fear that you will only partially or improperly perform, suspension is only permitted to the extent justified by the shortcoming.

8.4 In the event of liquidation, (an application for) suspension of payment or bankruptcy, seizure – if and insofar as the seizure has not been lifted within 3 months – against you, debt restructuring, or another circumstance as a result of which you can no longer freely dispose of your assets, I am free to terminate the agreement immediately and with immediate effect, without any obligation on my part to pay any damages or compensation.

8.5 If the agreement is terminated, my claims against you become immediately due and payable. If I suspend performance of the obligations, I retain my rights under the law and the agreement.

Article 9 | Prices and payment terms

9.1 The prices of my services are always exclusive of VAT, unless stated otherwise.

9.2 Payment can be made in one (1) installment or in multiple installments, depending on the service and agreement. If you choose payment in installments, the payment obligation remains in effect until the full amount has been paid, even if the service has already been completed or you decide to no longer make use of my services.

9.3 Payment is made in advance and electronically. This can take place in one (1) installment or per specified term (e.g., via direct debit), unless otherwise agreed in writing. For services where invoicing applies, payment must be made within fourteen (14) days of the invoice date by transfer to the IBAN stated on the invoice.

9.4 Payment must be made without deduction or set-off, without suspension due to alleged or actual attributable shortcomings, and without you being permitted to block your payment obligation through attachment against yourself or otherwise.

9.5 In the event of late payment, you will receive a reminder stating that administrative costs will be charged if payment is not made on time. If payment has still not been made after the reminder, the administrative costs will be increased upon formal notice of default. It will also be announced that, upon notice of default, access to all parts of the service will be suspended. If payment still has not been made thereafter, the claim will be transferred to a debt collection agency.

9.6 If payment is not made on time, you are automatically in default as of the first day after the expiry of the stipulated period. Default occurs without any notice of default or demand being required. In that case, you owe statutory interest on the amount due per calendar month, whereby part of a month is regarded as a full month.

9.7 If I have to take measures to collect my claim, you are obliged to reimburse me for all costs actually incurred in connection with that collection, including the actual costs of legal assistance (regardless of any court order for costs) and other third parties engaged. My statement of these costs shall serve as conclusive evidence thereof (subject to proof to the contrary). Collection costs will at all times amount to at least 15% of the principal sum owed, with a minimum of €500.00 (five hundred euros). You also owe statutory interest on the collection costs due.

9.8 For business customers (B2B), the collection costs as described in 9.7 apply. For private customers (B2C), the statutory rules of the WIK (Dutch Act on Extrajudicial Collection Costs) apply.

9.9 Complaints regarding an invoice and objections as referred to in Article 6:89 of the Dutch Civil Code must be submitted to me in writing within 1 (one) week of the invoice date, failing which you forfeit your rights in this regard. A complaint or objection does not affect the payment obligation.

9.10 If you fail to fulfill one or more of your obligations (regardless of whether there is a complaint as referred to above), my obligations are automatically suspended until the amount owed (including all costs) has been paid, and I may demand full payment from you. The unused period of the services is not added to the fixed duration of the agreement.

9.11 You must, at all times upon my first request, provide adequate security for everything I am already entitled to claim and will obtain under the agreement.

9.12 If the agreement has been entered into with more than one person belonging to the same group of companies, all persons are jointly and severally liable for the fulfillment of the obligations under this article, regardless of the name on the invoice.

Article 10 | Force majeure

10.1 I am not obliged to fulfill any obligation if I am prevented from doing so as a result of a circumstance that is not attributable to my fault, and that is not for my account by virtue of law, a legal act, or generally accepted standards.

10.2 In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in that regard in law and case law, all external causes, foreseen or unforeseen, over which I have no control, but as a result of which I am unable to fulfill my obligations. Such as power or internet outages, terrorism, extreme traffic congestion, a traffic accident, extreme weather conditions. I also have the right to invoke force majeure if the circumstance preventing (further) performance of the agreement occurs after I should have fulfilled my obligation.

10.3 During the period that the force majeure continues, I may suspend the obligations under the agreement. If this period lasts longer than 2 months, either of us is entitled to terminate the agreement, without any obligation to compensate the other party for damages.

10.4 Insofar as, at the time force majeure occurs, I have already partially fulfilled my obligations under the agreement or will be able to fulfill them, and independent value can be attributed to the fulfilled or yet-to-be-fulfilled part, I am entitled to invoice separately for the part already fulfilled or yet to be fulfilled.

Article 11 | Intellectual property/use of materials

11.1 I hold the intellectual property rights to the texts and materials associated with my services. During the use of my services, you may use the materials. It is not permitted to share these with third parties, unless I have given written permission for this.

11.2 It is also not permitted to commercially sell the knowledge gained or incorporate it into your own program, unless I have given written permission for this.

11.3 In the event of a violation of this article, you owe me an immediately payable penalty of €5,000.00 (five thousand euros) for each violation, as well as €1,000.00 (one thousand euros) for each day or part of a day that the violation continues, without prejudice to my right to claim (full) damages in addition to the penalty, and without prejudice to all my other rights.

Article 12 | Complaints

12.1 Should you be dissatisfied with the performance of the agreement, you must inform me of this as soon as possible by sending me an email. I will then expect from you as clear a description of the complaint as possible, so that I am able to respond and, if the complaint is justified, to remedy it. I cannot process a complaint that is not clearly described.

12.2 Complaints must be reported to me in writing within 7 (seven) days after following a particular part of a service / after noticing it. If you report the complaint later, it will not be processed.

12.3 Even if you submit a complaint, your obligation to pay remains in full effect.

12.4 Submitting a complaint does not automatically entitle you to compensation.

Article 13 | Liability

13.1 Participation in my products and services is entirely at your own risk. You remain solely responsible at all times for your own wellbeing and/or business results.

13.2 You bear full responsibility at all times for your own physical and psychological wellbeing. At the start of the service, it is your responsibility to determine whether you are able to participate in my products and services. I do not offer therapy or medical treatment.

13.3 You are responsible at all times for your own choices, decisions, and actions, even if these are based on my guidance. I provide guidance, but do not make decisions for you. Coaching is intended as support and not as a substitute for professional help or decision-making.

13.4 I cannot in any way be held liable for direct or indirect damage, including but not limited to physical, psychological, or material injury, or consequential damage arising from or in connection with the performance of the services or products, except in the case of intent or conscious recklessness on my part.

13.5 I am not liable for damage of any kind arising from reliance on incorrect and/or incomplete information provided by you.

13.6 I am not liable for damage resulting from a suspension of the performance of an agreement, if that suspension is the result of a failure to make timely payment of my invoices.

13.7 I am not liable for either direct or indirect damage, including but not limited to consequential damage, psychological harm, reduced psychological wellbeing, non-material damage, loss of profit, reduced goodwill,

capital loss, missed savings, and damage due to business interruption suffered by you and/or third parties. You indemnify me against any liability for such damage to third parties.

13.8 I am not liable for any shortcomings of work carried out by third parties in connection with the agreement. The applicability of Article 6:76 of the Dutch Civil Code is excluded.

13.9 Any liability of mine for damage arising from, or related to, an attributable shortcoming and/or unlawful act, or based on any other legal ground, is limited to compensation for direct damage up to a maximum of the amount agreed upon for that agreement, exclusive of VAT.

13.10 Claims for payment of damages lapse after 1 year from the day on which you became aware, or could reasonably have become aware, of the damage and my possible liability for that damage.

13.11 In the event of an attributable shortcoming, you must first give me written notice of default, with a reasonable period, so that I am able to fulfill my obligations, remedy any errors, or limit or eliminate damage.

Article 14 | Confidentiality and personal data

14.1 You and I are obliged to maintain the confidentiality of all confidential information that we have obtained from each other or from another source in connection with our agreement. Information is considered confidential if this has been communicated by the other party or if this follows from the nature of the information.

14.2 If I am obliged, on the basis of a statutory provision or a court ruling, to also provide confidential information to third parties designated by law or the competent court, and I cannot invoke a legal right of non-disclosure recognized or permitted by the competent court in this regard, I am not liable for any damages or compensation, and you are not entitled to terminate the agreement on any grounds whatsoever.

14.3 I take your privacy seriously and I only use your personal data in connection with my services. I comply with the General Data Protection Regulation (GDPR). More information about which data I process and for what purpose can be found in my Privacy Statement.

Article 15 | Disputes and applicable law

15.1 In the event of any disputes, we will always first make an effort to resolve the dispute amongst ourselves, before submitting a dispute to the court.

15.2 If we do not reach a resolution amongst ourselves, disputes will be submitted to the competent Dutch court in Arnhem. For private customers, they may bring the dispute before the competent court in their place of residence.

15.3 Dutch law exclusively applies to all agreements between you and me.

Article 16 | Final provisions

16.1 In the event of a discrepancy between these general terms and conditions and the agreement to which these general terms and conditions apply, the provisions of the agreement shall prevail.

16.2 Together with the confirmation email, these terms, including any follow-up assignment or amended or supplementary assignment, constitute the entire agreement between you and me. Any prior agreements, arrangements, understandings, or statements are hereby superseded.

16.3 If one or more provisions of these General Terms and Conditions are wholly or partially void or are annulled, the remaining provisions of these General Terms and Conditions remain fully in effect. We will then consult with each other to agree on new provisions as a replacement, taking into account as much as possible the purpose and intent of the original provisions.

16.4 If there is uncertainty regarding the interpretation of one or more provisions of these general terms and conditions, or if a situation arises between you and me that is not regulated in these general terms and conditions, the provisions of 16.3 apply accordingly.

16.5 If I do not always demand strict compliance with these terms, this does not mean that the provisions thereof do not apply, or that I would lose the right in any way to demand strict compliance with the provisions of these terms in other cases.

16.6 I am entitled to make changes to these terms. These changes take effect at the announced time. I will send you the amended terms in a timely manner by email. If no time is indicated, the changes take effect for you as soon as you have received the change. The most current version of the general terms and conditions can be found at www.sparkle-digital.com and can be sent to you by email upon request.

Tiel, January 15, 2026.