



# TERMS & CONDITIONS

## Athletic Skills Model B.V.

VERSION 202502

### Article 1 – Definitions

In these general terms and conditions, the following terms are used with the meanings set out below, unless explicitly stated otherwise:

1. **Athletic Skills Model (ASM) B.V.**, Registered with the Chamber of Commerce under number 62293338 and located at Zuideinde 9 (1121 CJ) in Landsmeer, which explicitly declares these general terms and conditions applicable to the Agreement. Hereinafter also referred to as: “**ASM**”;
2. **Package Costs**: The costs for location, catering, and other related expenses in connection with an in-person training day;
3. **Company**: The natural or legal person acting in the exercise of a profession or business and wishing to purchase services from ASM;
4. **Education materials**: The books, work materials, digital works, etc., provided by ASM to the Student as part of the Training;
5. **Private individual**: The natural person who does not act in the exercise of a profession or business and wishes to purchase services from ASM;
6. **Student**: The Company or Private Individual entering into an (online) agreement with ASM B.V. for the purchase of services (the Training), including any person attending the Training on behalf of the Student in cases where the Student enters into the Agreement to enroll participants on their behalf;
7. **Training Offer or Training Offers**: Any written offer of training and/or educational services by ASM to the Student;
8. **Training**: The training programs offered by ASM within its “**ASM Academy**”, as listed on the Website, including **In-Company/Customized Training** and **Open Training Programs**. A Training may consist of one or more online and live training modules and may be spread over multiple training years;
9. **Agreement**: The training agreement entered into by the Student with ASM;
10. **The Website** used by ASM is [www.athleticsskillsmodel.nl/en](http://www.athleticsskillsmodel.nl/en)

### Article 2 – Applicability

1. These general terms and conditions apply to every Training Offer from and every Agreement with ASM and also apply to participants attending the Training on behalf of the Student.
2. Before or at the time an Agreement is concluded, the Student will have access to these general terms and conditions. If this is not reasonably possible, ASM will inform the Student how they can view, print, and save the general terms and conditions, referring to the Website via a hyperlink through which these terms can be directly accessed.
3. The Student remains fully liable for compliance with these general terms and conditions, even if, with prior written consent from ASM, they allow third parties to attend the Training. The Student must ensure that any third parties participating in the Training have reviewed and agreed to these general terms and conditions before the Training begins. In the case of digital education, these terms and conditions will also be provided to the participant(s) by ASM. The Student indemnifies ASM against any claims from participants arising from participation in the Training or the implementation of what has been learned during the Training.
4. Deviations from these general terms and conditions are, in principle, not possible. In exceptional cases, deviations may be made if explicitly agreed upon in writing with ASM.



5. Any general terms and conditions of the Student are expressly not applicable.
6. If one or more provisions of these general terms and conditions are partially or entirely void or annulled, the remaining provisions will remain in effect, and the void/annulled provision(s) will be replaced by a provision that reflects the intent of the original provision as closely as possible.
7. Any ambiguities regarding the content, interpretation, or situations not covered by these general terms and conditions must be assessed and interpreted in line with the spirit of these terms and conditions.
8. The applicability of Articles 7:404 BW and 7:407(2) BW is explicitly excluded.

### **Article 3 – Training Offer and Registration**

1. All Training Offers are non-binding unless explicitly stated otherwise in writing. If the offer is limited or valid under specific conditions, this will be expressly mentioned in the offer.
2. ASM is only bound by a Training Offer after it has formally accepted the Student's registration in writing. ASM reserves the right to refuse a Student's registration if it deems there are valid reasons to do so. Registrations are processed by ASM in order of receipt until the maximum number of participants is reached. If, in ASM's judgment, the maximum capacity has been reached, ASM is entitled to refuse further registrations.
3. The Training Offer includes an accurate description of the training provided. Obvious mistakes or errors in the offer do not bind ASM. The specific details in the offer are indicative and cannot serve as grounds for any compensation, termination, or annulment of the Agreement.
4. If a Student wishes to accept the Training Offer, they must register via the Website or notify ASM in writing via email. The Student (or their representative or the Individual Participant) must be at least 18 years old and have the legal capacity to enter into an agreement. All personal details provided, including any medical information, must be truthful. ASM is entitled to rely on the accuracy of the data provided by the Student. If the information is found to be incorrect, ASM may immediately terminate the Agreement and is entitled to claim any damages suffered or to be suffered from the Student.
5. ASM complies with all applicable laws and regulations regarding the processing of personal data. In this context, the Student must accept ASM's privacy policy during registration and/or login, which can also be downloaded via this hyperlink: <https://www.athleticsskillsmodel.nl/en/privacy-statement/>
6. ASM reserves the right to conduct a creditworthiness check on any Student applying for a specific Training. If the outcome of such a credit check is negative, ASM has a valid reason to refuse to enter into an Agreement with the Student.

### **Article 4 – Formation and Execution of the Agreement**

1. The Agreement is only established when ASM has confirmed the Student's registration in writing. This confirmation also serves as proof of registration for the respective Training, provided that all registration requirements have been met.
2. ASM is not bound by a Training Offer if the Student could reasonably have expected, should have understood, or ought to have understood that the Training Offer contained an apparent error or typo. The Student cannot derive any rights from such an error or typo.
3. ASM is free to design the Training Offer in accordance with the general description found in the Training Offer. The purpose of the Training is stated in the Training Offer, but the responsibility for executing the Agreement and/or achieving the intended goal lies entirely with the Student. ASM commits only to a best-



efforts obligation and can never be held accountable for achieving desired results. The Student is responsible for attending the Training, completing assignments on time, and participating in training sessions. Under no circumstances will the Student receive any compensation or be entitled to a refund of already paid fees if they are unable to attend the full training day/session or complete the Training for any reason.

4. The exercises shown or discussed during the Training or in the Educational Materials serve as inspiration and examples for the possible application of the Athletic Skills Model. However, the Student must always make a responsible assessment for their own practical situation. The correct application, guidance, and execution of the Athletic Skills Model are entirely the responsibility and at the sole risk of the Student who applies it.
5. ASM is entitled to engage third parties in the execution of the Training.
6. The Student is not permitted to transfer the rights and obligations of the Agreement to a third party without prior written consent from ASM. However, if explicitly agreed upon in writing at the time of concluding the Agreement, the Student may allow others to attend the Training. ASM may impose additional conditions on its consent.
7. Every Student attending a Training is required to carry the written confirmation along with a valid identification document during Training sessions and to present these upon request by the instructor or another ASM official.
8. To successfully complete the Training with certification, 100% attendance is required. Additionally, the Student must have sufficiently completed all assignments and be able to substantiate their work. ASM does not grant exemptions. Upon completion, the Student will receive a certificate of participation.

## **Article 5 – Duration and termination of the agreement**

1. The duration of the Agreement is determined by the Training Offer and/or the written confirmation of registration by ASM.
2. Both the Student and ASM may terminate the Agreement immediately in writing due to an attributable failure in the performance of the Agreement if the other party has been given written notice of default, has been granted a reasonable period to fulfill its obligations, and continues to fail to comply. This includes the Student's payment and cooperation obligations. The failure to achieve the desired results can never be considered a failure on the part of ASM.
3. Immediate termination of the Agreement does not affect the Student's payment obligations. The Student remains fully responsible for the agreed-upon fees unless the Agreement is terminated due to ASM's failure to perform.
4. If the number of registrations for a specific Training or training module is deemed insufficient at ASM's sole discretion, ASM has the right to cancel the Training or module (in whole or in part) before its commencement. In such a case, ASM may:
  - Offer the Student the option to attend the Training or module at a different location, date, and/or time, or
  - Cancel the Training or module entirely. If ASM cancels the Training or module, any fees already paid by the Student for the canceled session will be refunded within 30 days. However, ASM is not liable for any damages or costs incurred by the Student due to the cancellation.
5. If the Student is a Consumer, they have the right to withdraw from the Agreement free of charge and without providing any reason within 14 days from the date of concluding the Agreement. The Consumer must submit a written request for withdrawal to [secretariaat@athleticskillsmodel.nl](mailto:secretariaat@athleticskillsmodel.nl). If the Training has



already commenced at the time the Consumer wishes to exercise this right, the right to withdraw expires, and the Consumer may only cancel the Agreement in accordance with **Article 5A** of the Agreement.

6. If the Training Agreement solely concerns the purchase of Educational Materials, the 14-day withdrawal period for the Consumer begins the day after receiving the Educational Materials. Once this period has passed, the Consumer no longer has the right to cancel the Agreement free of charge. If the Student exercises their right of withdrawal, they must return the Educational Materials, as far as reasonably possible, in their original condition to ASM, following ASM's return instructions. The costs of returning the materials are borne by the Student.
7. ASM may terminate the Agreement in whole or in part with immediate effect, in writing and without further notice of default, if ASM itself is in a state of suspension of payments, has filed for bankruptcy, or a decision has been made to dissolve the company. ASM may also terminate the Agreement immediately if it determines that one of these situations applies to the Student. In such cases, ASM is never required to refund any received payments or compensate for any damages.

## Article 5A – Cancellation of the Training Agreement by the Student

1. Prior to the start of a Training, the Student may cancel (terminate) the Agreement. Cancellation can be made up to a maximum of one (1) working day before the Training. The cancellation must be made in writing by sending an email to [secretariaat@athleticskillsmodel.nl](mailto:secretariaat@athleticskillsmodel.nl) or a registered letter to the address of ASM, as stated in the first section of these general terms and conditions. The date of receipt of the cancellation by ASM is determined as follows:

- For a registered letter: the date of the postmark.
- For an email: the date the email is received.

The scheduled start date of the (rescheduled) Training serves as the basis for determining the cancellation costs as described in paragraphs 2 and 3 of this article.

2. In the event of cancellation by a Student who is a Private Individual, ASM is entitled to charge the following fees:

- a. For cancellations up to 30 calendar days before the start of the Training: an administrative fee of EUR 25 (twenty-five euros).
- b. For cancellations within 30 calendar days before the start of the Training: 100% of the total course fee. However, in consultation, it may be possible to attend the training at a later date.

3. Cancellation of the Training Agreement by a Student who is a Company and/or in the case of a Customized Training is not permitted, unless ASM and the Student have made additional agreements regarding this matter.

## Article 5B – Rescheduling of the Training

1. In exceptional cases, ASM may, upon the request of the Student, reschedule a training to a different location, date, and/or time. The decision to reschedule the training rests solely with ASM. For the administrative processing of the rescheduling, ASM will charge the Student EUR 125. The Student must pay these costs (along with any other outstanding fees for the training) within 14 days after ASM's decision to reschedule the training. Failure to do so will result in the cancellation of the rescheduling arrangements. These costs include the costs of the sessions already held before the training was rescheduled, including the arrangement costs. These fees will not be deducted from the total cost of the rescheduled training. An In Company/Custom training cannot be rescheduled.



2. ASM reserves the right to unilaterally change the content of a training in case of rescheduling or for the purpose of a qualitative improvement of the training.

## **Article 6 – Delivery of Educational Materials**

1. The educational materials required for the execution of the training are included in the training offer, provided this is specified in the training offer or the registration confirmation from ASM. ASM will only deliver these educational materials after payment has been made. It is the Student's responsibility to ensure timely payment so that they receive the educational materials on time. Delivery times are indicative and never fatal deadlines. ASM will make reasonable efforts to deliver the educational materials within the offered time frame, provided they have received the down payment in a timely manner, but ASM is not liable for any damages if this is not achieved.
2. ASM is entitled to deliver the educational materials in parts. ASM is also entitled to invoice the delivered parts separately.
3. Shipping costs are always at the expense of the Student. For shipments of educational materials to foreign countries, actual costs will be calculated according to the applicable base rates of Post NL, with an additional 10% administrative fee.
4. ASM commits to packaging and securing the goods to ensure they reach their destination in good condition under normal use. If the educational materials are damaged or incomplete upon delivery, the Student must report this in writing to ASM within 24 hours by sending an email to [secretariaat@athleticsskillsmodel.nl](mailto:secretariaat@athleticsskillsmodel.nl), otherwise the right to fulfillment or compensation will expire. If the complaint is deemed valid by ASM, ASM will, at its own cost and risk, take care of replacing the damaged or missing materials.

## **Artikel 6A – Retention of Title on Educational Materials**

1. All goods to be delivered by ASM remain the property of ASM until the Buyer has fulfilled all obligations under all agreements entered into with ASM. The Student is not authorized to pledge or encumber the goods subject to the retention of title in any way.
2. If third parties seize the goods delivered under retention of title or attempt to establish or assert rights over them, the Student is obligated to notify ASM as soon as reasonably expected.
3. In the event that ASM wishes to exercise its ownership rights as outlined in this article, the Student hereby grants unconditional and irrevocable permission to ASM or third parties designated by ASM to enter any premises where ASM's property is located and to reclaim those goods.
4. ASM has the right to retain the purchased product(s) if the Buyer has not (fully) met their payment obligations, despite an obligation to transfer or deliver the goods to ASM. Once the Student has fulfilled their obligations, ASM will deliver the purchased products as soon as possible, but no later than within 2 months.
5. Costs and any other (consequential) damages resulting from the retention of the purchased products will be at the expense and risk of the Student and will be reimbursed to ASM by the Student upon first request.

## **Article 7 – Prices and payment**

1. ASM is registered as an institution with the CRKBO, which means that the training it provides is generally exempt from VAT. ASM reserves the right to charge VAT on its services if the conditions for exemption are no longer met. All amounts mentioned in offers, quotations, and other communications issued by ASM are exclusive of VAT unless otherwise specified.



2. The costs of each training program and the payment method are specified on the Website or in ASM's Custom Offer. The Arrangement Costs and the Educational Materials are an inseparable part of the total cost of the training.
3. The price in the offer is a fixed price unless the parties explicitly agree otherwise.
4. The Student must pay the agreed amount no later than within the payment term specified on the invoice, unless otherwise agreed in writing.
5. If cost-increasing factors occur (such as but not limited to: purchase prices, exchange rates, wages, taxes, duties, charges, and freight), and these factors lead to a change in the price of a training program within 3 months after the conclusion of the Agreement, the Customer has the right to cancel the Agreement free of charge. Price changes due to cost-increasing circumstances in the period within 3 months before the start of the training are the responsibility of the Student.
6. For the costs of an In-Company/Custom Training, the Student will receive an invoice no later than at the start of the training, which must be paid within 14 days, unless otherwise agreed in the Study Agreement.

## **Article 8 – Debt collection policy**

1. If the Student fails to meet their payment obligation and has not paid the amount owed within the specified payment term, the Student (if they are pursuing the training in the exercise of a profession or business, without further notice of default) will be in default, and the Student, as a Private individual, will receive a written reminder to pay the owed amount within the stated period. If the payment is not made on time, the Private individual will be considered in default from that moment on.
2. From the date the Student is in default, ASM will claim the statutory commercial interest for a Company and statutory interest for a Private individual starting from the first day of default until full payment is made, and ASM is entitled to reimbursement of extrajudicial costs it incurs, in accordance with Article 6:96 of the Dutch Civil Code. These costs will be calculated for Private individuals according to the scale set out in the Decree on Compensation for Extrajudicial Collection Costs of July 1, 2012. In relation to Companies, ASM is entitled to charge the actual collection costs incurred and to be incurred. Any court costs and/or enforcement costs will also be at the expense of the Student.
3. If the Student is a Private individual and the employer of the Student makes the payments and/or has co-signed the Agreement, that employer remains jointly and severally liable, alongside the Student, for any amounts the Student owes or may owe to ASM under this Agreement at any time. This joint liability of the employer remains in force even in the event of termination of the employment relationship between the Student and their employer.

## **Article 9 – Teacher absence**

1. In the event of illness and/or unavailability of a teacher, ASM will – as far as possible – arrange for an equivalent replacement. If replacement is not possible, ASM will inform the Student as soon as possible and propose alternative dates on which the relevant Training will be conducted, allowing the Student to make up for the missed lesson(s).
2. The Student is never entitled to any (damage) compensation and/or reimbursement of already paid fees in the event of teacher absence or other force majeure situations. ASM does not charge extra costs for rescheduled lesson days resulting from the illness and/or unavailability of a teacher.
3. It is not possible to cancel or terminate the Agreement due to teacher absence unless ASM declares that it can no longer fulfill the Agreement. Cancellation is only possible in accordance with the provisions of Article 5A of these general terms and conditions.



## Article 10 – Start of training

1. If the start or progress of the Agreement or training is delayed due to reasons such as the Student failing to provide all required information on time, insufficient cooperation as determined by ASM, delayed payment to ASM, or other circumstances for which the Student is responsible, ASM has the right to (temporarily) deny the Student access to the Training until the Student has fulfilled their obligations.
2. Any damages and additional costs resulting from a delay caused by any of the reasons mentioned in paragraph 1 shall be borne by the Student.
3. ASM will make every effort to deliver the Training within the agreed timeframe, as far as can be reasonably expected from ASM.

## Article 11 – Privacy

1. ASM handles the Student's (personal) data with care and will only use it in accordance with the privacy policy. Questions regarding the processing of personal data and further information can be requested via email at [info@athleticskillsmodel.nl](mailto:info@athleticskillsmodel.nl)
2. The Student guarantees that the content of the (personal) data they provide is not unlawful and does not infringe upon the rights of any third parties. In this regard, the Student indemnifies ASM against any (legal) claims related to this data or the execution of the Agreement.
3. The Student is strictly prohibited from taking photos containing personal data during the Training. If the Student wishes to take a photo in which individuals or personal data may be visible, this must first be discussed with ASM.

## Article 12 – Suspension

1. ASM is entitled to suspend the fulfillment of its obligations as soon as the Student is in default of any obligation arising from the Agreement, including late payment of invoices. The suspension will be immediately confirmed to the Student in writing. In such a case, ASM shall not be liable for any damages, in any form, resulting from the suspension of its services.

## Article 13 – Force majeure

1. ASM shall not be liable if it is unable to fulfill its obligations under the Agreement due to a force majeure situation.
2. Force majeure on the part of ASM includes, but is not limited to: (i) force majeure of ASM's suppliers, (ii) failure of suppliers recommended or prescribed by the Customer to fulfill their obligations properly, (iii) defects in third-party goods, equipment, software, or materials, (iv) government measures, (v) power outages, (vi) internet, data network, and telecommunication failures (e.g., cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transportation issues, (x) illness of ASM's trainers, (xi) pandemics and epidemics, and (xii) other situations that, in ASM's judgment, are beyond its control and temporarily or permanently prevent it from fulfilling its obligations.
3. ASM is entitled to reschedule or cancel its services if the service cannot be provided due to force majeure. ASM will make every effort to offer an alternative solution to the Student. Only if no alternatives are possible will the Student be entitled to a refund of already paid fees.
4. If a force majeure situation lasts longer than two months, either party may terminate the Agreement in writing. If any performance has already been rendered under the Agreement, settlement will be made proportionally without any obligation for either party towards the other.



## Article 14 – (Limitation of) Liability

1. In the event of an attributable failure by ASM, ASM shall only be liable for compensation if the Student has notified ASM of the failure in writing within 14 days of its discovery and ASM has subsequently failed to remedy the failure within the reasonable period specified in the notice of default. The notice of default must be submitted in writing and must contain a sufficiently precise description of the failure or defect, enabling ASM to respond adequately.
2. If the provision of services and/or execution of assignments by ASM results in liability on the part of ASM, such liability shall be limited to the costs charged in connection with the assignment for direct damages. Direct damages include: the determination of the cause of the damage and the immediate damage incurred.

ASM shall not be liable for consequential damage, indirect damage, business damage, loss of profit and/or incurred losses, missed savings, damage due to business interruption, or damage resulting from the use of services provided by ASM.

3. If ASM is liable for damages, its liability towards Businesses is limited to a maximum of the amount paid by the Business to ASM up to the moment of the liability claim. ASM shall only be liable to the Student for compensation of damages if the Student can demonstrate that he/she has actually suffered damage, by providing documentation supporting their claims.
4. Participation in a Training Program is entirely at the Student's own risk. Any loss, theft, or damage to the Student's personal belongings, as well as any physical injury sustained during the Training Program, shall be entirely at the Student's own risk and expense. The Student is solely responsible for his/her belongings.
5. ASM shall never be liable for damages resulting from errors and/or irregularities in the functionality of the Website and/or software, malfunctions, or the unavailability of the Website and/or software for any reason, unless ASM could have reasonably prevented such irregularities, malfunctions, and/or hacks. ASM implements protective measures as outlined in its privacy policy, which the Student acknowledges as more than sufficient.
6. ASM shall never be liable for any damages suffered by the Student as a result of actions performed by the Student and/or former students in practice based on what was taught during the Training Program. Anything the Student applies in practice as a result of the Training Program is entirely at his/her own risk and expense.
7. All claims by the Student due to a failure on the part of Athletic Skills Model B.V. shall lapse if they are not submitted to ASM in writing and with justification within six months after the Student became or could reasonably have become aware of the facts on which their claims are based.
8. The Student is prohibited from publishing, reproducing, disclosing to third parties, or otherwise infringing upon the intellectual property rights of ASM and all affiliated entities regarding any visual material, texts, and/or other intellectual property rights shared during the Training Program. The Student acknowledges that this is of great importance to ASM due to its know-how. If the Student violates this prohibition, he/she shall immediately forfeit a penalty of EUR 25,000 to ASM, without prejudice to ASM's right to claim full compensation for all direct and indirect damages from the Student.

## Article 14A – Liability own content

If the Student gains access to ASM's (online) services where Student input is possible or requested as part of the Training Program, and no separate General Terms and Conditions apply, the additional provisions of this article shall apply:





1. The shared content must not violate Dutch and/or other applicable laws. In particular (but not exclusively), the shared content:
  - a. must not be erotic, pornographic, offensive, racist, discriminatory, or incite hatred;
  - b. must not infringe upon the Intellectual Property Rights of third parties;
  - c. must not be contrary to public order, morality, or otherwise be controversial, shocking, confrontational, tasteless, offensive, or socially inappropriate;
  - d. must not harm the services and products of ASM.
2. The shared content must also be free of errors and viruses.
3. ASM strives to ensure the quality of the shared content on its (online) services. Additionally, the shared content must be relevant in the context of the Training Program. The Student may not upload content that is unrelated to sports, movement, or the Training Program.
4. The Student declares that any applicable fees to third parties have been paid.
5. The Student declares full responsibility for the content they share and for the content of websites referenced in the shared content. It is not permitted to share login credentials with third parties for joint use.
6. ASM reserves the right to refuse and/or remove the Student's shared content at any time, regardless of the reason.
7. ASM may hold the Student liable for damages resulting from violations of the provisions in this article. The Student acknowledges that they must comply with these terms and understands that failure to do so may infringe upon the rights of third parties, for which the Student will be solely responsible.

## **Article 15 – Confidentiality**

1. ASM and the Student are obliged to maintain the confidentiality of all confidential information obtained in connection with an Agreement. Confidential information includes, but is not limited to, all business information of ASM, the know-how developed by ASM regarding the Athletic Skills Model, and all Intellectual Property Rights of ASM.
2. If ASM is required by law or a court ruling to disclose confidential information of a Student to a legally authorized third party or competent court and ASM cannot invoke a right to refuse disclosure, ASM shall not be liable for any damages, and the Student shall not have the right to terminate the Agreement.
3. ASM and the Student shall also impose the confidentiality obligation on any third parties they engage and on any participants they enroll in the Training Program.

## **Article 16 – Intellectual Property Rights**

1. ASM is the exclusive licensee of all Intellectual Property (IP) rights belonging to Athletic Skills Company B.V. During the Training Program, know-how, images, and texts protected by the IP rights of ASM and its affiliated companies are shared. All these IP rights are exclusively owned by ASM and its affiliated companies and will never be transferred to the Student.
2. Referring to Article 14.8, ASM reiterates that the Student is prohibited from publishing, reproducing, modifying, or making available to third parties any materials subject to the IP and copyright of ASM and its affiliated companies without explicit prior written consent from ASM. The Student is not allowed to make changes to the works and/or trademarks of ASM and its affiliated companies. The Student is also not permitted to grant third parties access to the Training Program unless these third parties have been



explicitly approved in writing by ASM. Violation of this obligation will result in the payment of the penalty and compensation for damages, as stated in Article 14.8.

3. Completing the Training Program does not automatically grant the Student a license or right to provide training based on the Athletic Skills Model. The same applies to the use of the name "Athletic Skills" and visual trademarks such as logos belonging to ASM and/or its affiliated companies, unless otherwise agreed in writing.

## Article 17 – Accuracy of information

1. The Student is solely responsible for the accuracy, reliability, and completeness of all data, information, documents, and/or records provided to ASM in the context of the Agreement. This also applies to data from third parties, for which the Student remains responsible. Claims arising from errors in the information provided to ASM are never the responsibility of ASM.
2. If the Student provides electronic files, software, or data carriers to ASM, the Student guarantees that these are free from viruses and defects.

## Article 18 – Complaints

If the Client/Student is dissatisfied with the service or products of ASM, or has other complaints regarding the execution of the Training, the Student is obligated to report these complaints as soon as possible, but no later than 2 weeks after the event that led to the complaint. Complaints can be submitted via [secretariaat@athleticskillsmodel.nl](mailto:secretariaat@athleticskillsmodel.nl) with the subject "Complaint." For more information, refer to the complaints procedure at [www.athleticskillsmodel.nl/klachtenprocedure](http://www.athleticskillsmodel.nl/klachtenprocedure).

## Article 19 – Applicable Law, Forum, and Modification of Terms

1. Dutch law applies to the legal relationship between ASM and the Student. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
2. ASM may unilaterally modify these general terms and conditions. If the Private Client disagrees with the modification, they must report this in writing within 48 hours. If ASM wishes to enforce the modified terms against the Private Client, the Private Client has the right to terminate the Agreement immediately. Any amounts already owed remain payable. The most current version can be found on the Website.
3. All disputes arising from or in connection with the agreement between ASM and the Student will be settled by the competent court of the Noord-Holland district court, Haarlem location, unless mandatory provisions of law designate a different competent court.

A handwritten signature in black ink, consisting of the letters "ASM" in a stylized, cursive script.