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NB: just for the sake of readability, "he" and "his" are always used in the text. Wherever 'he'/'his' is used, one can also read 'she' or 'her', or any other form of address that you as reader feel comfortable with.

## Article 1 - Definitions

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

**Consumer:** the natural person who is not acting in the exercise of a profession or business and enters into a distance contract with the entrepreneur;

**Cooling-off period:** the period within which the consumer can make use of his right of withdrawal;

**Day:** calendar day;

**Distance contract:** an agreement whereby sole use is made of one or more techniques for distance communication within the framework of a system organized by the entrepreneur for the distance sale of products and/or services, up to and including the moment that the agreement is concluded;

**Durable medium:** every means that enables the consumer or entrepreneur to store information addressed to him personally in a way that makes future consultation and unaltered reproduction of the stored information possible;

**Duration transaction:** a distance contract relating to a series of products and/or services, for which the delivery and/or purchase obligation is spread over time;

**Entrepreneur:** the natural or legal person who offers products and/or services to consumers from a distance and then delivers them;

**General Terms and Conditions:** the present General Terms and Conditions of the entrepreneur;

**Model form:** the model form for withdrawal which the entrepreneur makes available and which a consumer may fill in if he wishes to make use of his right of withdrawal;

**Participant:** the consumer who makes use of the product and/or service offered by the entrepreneur;

**Right of withdrawal:** the possibility for the consumer to waive the distance contract within the cooling-off period;

**Technique for distance communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur being together in the same room at the same time.

## Article 2 - Identity of the Entrepreneur

Vita Florentis  
julian@vitaflorentis.com  
Region Amsterdam/Groningen  
The Netherlands  
Chamber of Commerce: 82811148  
VAT identification number: NL003735337B09

## Article 3 - Applicability

These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract and order that is concluded between the entrepreneur and the consumer.

Before the distance contract is concluded, the text of these general conditions shall be made available to the consumer.

If the distance contract is concluded electronically, the text of these general conditions will also be made available to the consumer electronically, in such a way that the consumer can easily store them on a durable data carrier. This includes a document that the consumer can easily save, such as a PDF file.

In the event that specific product or service conditions apply in addition to these general terms and conditions, the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting general terms and conditions.

If one or more provisions in these general terms and conditions are invalid or annulled in part or in full at any time, the agreement and these terms and conditions will remain in force for the rest and the provision in question will be replaced without delay, in mutual consultation, by a provision that approximates the meaning of the original provision as closely as possible.

Situations not regulated by these general terms and conditions are to be assessed 'in the spirit' of these general terms and conditions.

Any ambiguity regarding the interpretation or content of one or more provisions of our terms and conditions shall be interpreted 'in the spirit' of these terms and conditions.

## **Article 4 - The Offer**

1. If an offer has a limited validity period or is made subject to conditions, this shall be explicitly stated in the offer.

2. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.

3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true reflection of the products and / or services offered. Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur.

4. All images, specifications, descriptions and data in the offer are indicative and cannot lead to compensation or dissolution of the agreement.

5. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

## Article 5 - The Agreement

1. The agreement comes into being, subject to that which is stipulated in paragraph 4 of this article, at the moment at which the consumer accepts the offer and fulfils the conditions laid down in the offer.

2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of electronic acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the agreement.

3. If the agreement is created electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the entrepreneur shall observe appropriate security measures.

4. The entrepreneur may - within legal limits - obtain information about the consumer's ability to fulfil his payment obligations, as well as about all those facts and factors which are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reason not to enter into the agreement, he is entitled to refuse an order or request while giving reasons, or to attach special conditions to the implementation.

5. No later than at the time of delivery of the product, service or digital content, the entrepreneur will send the consumer the following information, in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier:

a. the contact details of the entrepreneur where the consumer can go with questions or complaints;

b. the conditions on which and the way in which the consumer may exercise

the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

c. the information on guarantees and existing after-sales service;

d. the data included in article 4 paragraph 3 of these Terms and Conditions, unless the entrepreneur has already provided the consumer with these prior to concluding the contract;

6. Every agreement is entered into under the suspensive conditions of sufficient capacity to provide the services concerned.

## **Article 6 - Right of Withdrawal**

On delivery of products:

1. When purchasing products, the consumer has the possibility of dissolving the agreement without giving reasons for a period of 14 days. This cooling-off period commences on the day following receipt of the product by the consumer.

2. If the consumer wishes to make use of his right of withdrawal, he is obliged to inform the entrepreneur of this within 14 days, starting on the day after the consumer received the product.

The consumer should make this known by means of the [withdrawal form](#) on the website.

3. If the customer has not made known his intention to make use of his right of withdrawal after the expiry of the periods referred to in paragraphs 1 and 2, the purchase shall be deemed to have been completed.

4. To make use of his right of withdrawal, the consumer shall follow the reasonable and clear instructions given by the entrepreneur in the offer and/or at the latest at the time of delivery. These include the instructions as stated in these general terms and conditions, made available by means of a PDF file (durable data carrier), just before the consumer enters into the purchase agreement.

## **Article 7 - Refund in the Event of Withdrawal**

1. If the consumer has paid an amount, the entrepreneur shall return this amount as soon as possible, but at the latest within 14 days after the withdrawal.

2. Repayment will be made via the same payment method used by the consumer, unless the consumer expressly agrees to a different payment method.

## **Article 8 - The Price**

1. The prices stated in the offer of products are inclusive of VAT.

2. All prices are subject to misprints and typesetting errors. No liability shall be accepted for the consequences of misprints and typesetting errors. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

## **Article 9 - Compliance and Warranty**

1. The entrepreneur guarantees that the products meet the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the existing statutory provisions and/or government regulations on the date that the contract was concluded.

2. A guarantee provided by the entrepreneur does not affect the legal rights and claims that the consumer under the agreement can assert against the entrepreneur.

## **Article 10 - Delivery and Performance**

1. The entrepreneur shall take the greatest possible care when receiving and executing orders for products.

2. The place of delivery is the address that the entrepreneur has made known to the consumer in these general terms and conditions (see Article 2).

3. Subject to what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but at least within 14 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, the consumer will be informed about this at the latest 14 days after he has placed the order. The consumer in that case has the right to dissolve the agreement without cost. The consumer is not entitled to compensation.

4. All delivery periods are indicative. The consumer cannot derive any rights

from any delivery dates mentioned. Exceeding a term does not entitle the consumer to compensation.

5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur shall return the amount paid by the consumer as soon as possible but at the latest within 14 days after dissolution.

## **Article 11 - Payment**

1. The Consumer must have completed the payment due in order to gain access to the entrepreneur's product.

2. The Consumer has the duty to immediately report inaccuracies in payment data provided or mentioned to the entrepreneur.

3. In case of non-payment on the part of the consumer, and subject to legal restrictions, the entrepreneur is entitled to charge the consumer for any reasonable costs made known to the consumer in advance.

## **Article 12 - Product**

### **1. General conditions of the product and its accessories**

The general terms and conditions in this article apply to the digitally offered product and the accompanying material.

The entrepreneur offers a digital product online under the name: 'The Last Hour Experience'. This product is followed up with e-book or audiobook, which are made available after 'The Last Hour Experience'.

Participants who participate in the digital product 'The Last Hour Experience' – with a written follow-up via e-book, or audiobook, after their purchase – agree to the general terms and conditions stated here regarding this product and its follow-up.

### **2. Right to use materials**

The consumer is not allowed to make audio or video recordings, including screen recordings, while participating in the digital product 'The Last Hour Experience', and to share and distribute these without explicit prior permission.

It is also not permitted to broadcast live (stream) images via social media or other distribution channels. Prior permission is always required for this.

A participant of The Last Hour Experience is not allowed to use, edit or otherwise use or publish e-books, images, or any other content provided to the participant for the purpose of the product, unless the entrepreneur has given prior written consent. Violation of this will have legal consequences in all cases. It is allowed to take photos of the above information that benefits the participant and publish them via personal social media without commercial purposes. It is also allowed to take photos during The Last Hour Experience. These may also be shared via personal social media.

### **3. Health**

If you wish to participate in 'The Last Hour Experience', you must be in reasonable to good mental and physical health. If this is not the case or if you have any doubts, please let us know beforehand at [julian@vitaflorentis.com](mailto:julian@vitaflorentis.com).

### **4. Liability**

The entrepreneur will do everything possible to make 'The Last Hour Experience' an enjoyable experience for every participant. However, participation is at the risk of the participant.

Any actions you take as a result of participating in 'The Last Hour Experience' and the follow-up via the e-books or audiobooks provided are entirely your own responsibility as a participant. The entrepreneur and staff cannot be held responsible for any consequences or results.

All our programmes are designed to help the participant. Details of this are provided on our website. However, we cannot give the participant any guarantees about the results. What you as a participant do with the knowledge we offer is entirely up to you. We can only help you with everything in our power. This means: knowledge/information and a product that has been given the utmost attention in order to give you an experience and then to put it into practice yourself.

All products and services offered by the entrepreneur are designed for educational and informational purposes.

Nothing in the various programmes is a promise or guarantee of specific results. We do not offer financial, legal, medical, or tax advice. Making decisions based on the products, services, emails, e-books, audiobooks and websites presented by us is voluntary and the sole responsibility of the consumer. We recommend that you contact your doctor, accountant, lawyer or professional advisor before taking any radical action or performing any action that may have consequences



in any form. In no way can the entrepreneur and the employees be held liable for your decisions, actions and results, at any time and under any circumstances.

In short: you as a consumer of our products and as a user and participant thereof, are and remain responsible for your own life.

### **Article 13 - Warranty**

We have done everything possible to keep the costs down, so that the programme can be accessible to as many people as possible.

Because we know from experience that our programme can make a big difference and we want everyone to benefit from it.

Because we are convinced of the quality of our programme, we are not afraid to give a 'money back guarantee' for what we offer. This means that we guarantee that you will be 100% satisfied. If not, you will get your full investment back.

The only condition is that you follow the entire programme. Not satisfied afterwards? Please let us know within 14 days after the start what you are not satisfied with and we will not hesitate to refund you.

Money is not the main driver for us. Helping you and making a difference in your life is.

We stand by this mission, always believe in a win/win approach, and want only satisfied customers. That is why we offer this guarantee.

### **Article 14 - Complaints Procedure**

It may happen that something does not go quite as planned. We ask you to first report any complaints to us by sending an email to: [julian@vitaflorentis.com](mailto:julian@vitaflorentis.com). We will then do everything in our power to find an appropriate solution together with you.

We would also like to draw your attention to the right of consumers in the EU to lodge complaints via the ODR platform of the European Commission. This ODR platform can be found at: <http://ec.europa.eu/odr>

The following applies here:

1. The entrepreneur shall have a sufficiently publicized complaints procedure and shall handle the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted to the entrepreneur within 7 days after the consumer has found the defects.
3. Complaints submitted to the entrepreneur shall be answered within a period of 14 days, calculated from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur shall respond within 14 days with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be solved in mutual consultation, a dispute arises that is subject to a dispute settlement.
5. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
6. If a complaint is found to be justified by the entrepreneur, the entrepreneur shall repay this amount as soon as possible, but at the latest within 14 days after communication of the validity of the complaint.

The refund will be made via the same payment method that was used by the consumer, unless the consumer explicitly agrees to a different payment method.

## **Article 15 - Disputes**

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions relate, are exclusively governed by Dutch law. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

## **Article 16 - Additional or Different Provisions**

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that the consumer can store them in an accessible manner on a durable data carrier, including a PDF file.

## **Clarity and Explanation**

We try to be as transparent as possible in everything, including these General Conditions ('the small print').

Therefore, we have tried to communicate as clearly as possible, without compromising the necessary completeness. If there is anything that is not clear and/or you would like further explanation, please contact us at: [julian@vitaflorentis.com](mailto:julian@vitaflorentis.com) and we will be happy to provide you with more information.

**Vita Florentis, 2024**