



GENERAL TERMS & CONDITIONS COMITARI

Artikel 1 Definities

1. The therapist/practice: Karen L. Ketelaar trading as Comitari
2. The client: the natural person who has commissioned Karen L. Ketelaar trading as Comitari to facilitate monthly/yearly sessions/treatments/consultations.
3. Incidental advice, diagnoses, interventions, or other incidental services performed by the therapist, at the client's behest.
4. Program: an agreement concerning month/year trajectories in which several separate interventions occur and/or an agreement from which separate interventions occur during a longer period.

Article 2 Applicability

1. To all agreements between Karen L. Ketelaar trading as Comitari on the one hand and the client on the other hand, these General Terms and Conditions exclusively apply, to the express exclusion of other General Terms and Conditions.
2. Acceptance of a price agreement or the conclusion and/or continuation of an agreement in any other way implies that the client has accepted the application of the General Terms and Conditions and waives the applicability of any general terms and conditions of the client.
3. Deviations from these General Conditions shall only be effective if confirmed in writing by Karen L. Ketelaar. In this case, other provisions will remain in full force.

Article 3 Conclusion, amendment and duration of the agreement

1. Unless stipulated otherwise in the agreement, it shall be entered into for the duration of a month/year trajectory and/or separate interventions.
2. The agreement shall be entered into for an indefinite period of time or as long as the treatment/program or month/year program lasts.



3. If an acceptance of a quotation implies reservations and/or changes, the agreement shall only be concluded after Karen L. Ketelaar has agreed to these reservations and/or changes in writing.

- Either party shall be entitled, without prejudice to the right to compensation for costs, damage and interest, to dissolve the agreement without judicial intervention with immediate effect by registered letter if; The other party has failed to comply with one or more of its obligations and has failed to fulfil its obligations within a period set for compliance by registered letter, unless the failure(s) is/are of such a nature or minor importance that it does not reasonably justify dissolution.

- Bankruptcy or suspension of payment is applied for or granted for the other party, or measures are taken indicating the termination or cessation of the company.

4. Furthermore, Karen L. Ketelaar is authorized to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that unaltered maintenance of the agreement can no longer be reasonably expected.

5. By signing the Order Confirmation, the Client declares:

a. to have been comprehensively informed by Karen L. Ketelaar about the costs, procedures, guidance and responsibilities of the Client around following the Comitari monthly or annual program.

b. to be (jointly) responsible for achieving the desired result;

c. will keep to the agreed consultation times;

d. will at all times be honest with Karen L. Ketelaar about his living, eating and drinking patterns.

Article 4 Cancellation

1. Cancellation of appointments for individuals arising from an agreement must be made no later than 48 hours before the agreed time. Replacement by another person, arranged by the patient/client, is not considered cancellation.

2. For cancellation of individual consultations, the following cancellation conditions apply.

- In case of cancellation up to 48 hours before commencement, the client shall not owe any costs.

- If cancelled 24-48 hours before the start of a consultation, the client owes 50% of the amount for the consultation.

- In case of cancellation within 24 hours before the start of a consultation, the client owes 100% of the amount for the (individual) consultation.



- If a consultation is postponed to a later date at the client's request, the client shall owe no charge for postponement up to 48 hours before the start of the consultation, 50% of the amount for the consultation within 48 hours before the start and the full amount within 24 hours before the start of the consultation.

3. If cancellation does not occur or occurs too late, the therapist is entitled to charge for the relevant service(s) without prejudice to the right to payment of all costs incurred in this regard by Karen L. Ketelaar.

4. The intake interview is free and non-binding. Is the client unable to attend this appointment? The client may postpone the appointment once free of charge. Please let us know as soon as possible, but at least 48 hours or 2 working days in advance by telephone or e-mail. This allows us to offer the reserved time to someone else. If the intake is rescheduled a 2nd time or less than 48 hours in advance, the offer of a free intake is cancelled and Karen L. Ketelaar is obliged to charge €50 in advance. If the client decides to follow one of the programs after the intake, these costs will be deducted from the program price and will be cancelled.

5. Karen L. Ketelaar is reasonably entitled to change an already planned appointment in terms of time. In that case, the client must be informed of this no later than 48 hours before the agreed time, whereby the most favourable travel time for the client shall be used.

6. If bankruptcy or suspension of payment is applied for or granted for the other party, or measures are taken indicating the termination or cessation of the company.

7. Cancellation conditions Comitari 1 Month/3 Month/Year Course: If the client decides to cancel after agreeing to the order confirmation by transferring the invoice, cancellation is not possible. Cancellation is also not possible after:

1. The e-book has been provided (via the welcome e-mail).
2. The individual program has started via a live session.

In further cases, there is no right to a refund.

Article 5 Force majeure

1. If Karen L. Ketelaar trading as Comitari cannot fulfil its obligations under the agreement, or cannot fulfil them in time or properly due to a cause not attributable to it, those obligations shall be suspended until Karen L. Ketelaar is still able to fulfil them in the agreed manner.

2. If necessary, Karen L. Ketelaar will request a colleague to take care of her affairs. This will include referring you to another naturopathic doctor/therapist. Client retains the right to refuse this at all times.



Article 6 Duty of confidentiality

1. Karen L. Ketelaar trading as Comitari is obliged to maintain confidentiality vis-à-vis third parties not involved in the execution of the treatments. This confidentiality concerns all information of a confidential nature made available by the client. This confidentiality does not apply insofar as statutory or professional regulations impose a duty of disclosure on Karen L. Ketelaar and data regarding which the client has stated that he/she does not object to its use for statistical purposes and/or scientific research. Information of a medical nature is in any case confidential within the meaning of this article.
2. Karen L. Ketelaar trading as Comitari shall impose a duty of confidentiality, as described in paragraph 1, on its employees and any third parties engaged in the performance of services.
3. Parties are mutually obliged to keep confidential all confidential information they have obtained from each other or from another source within the framework of the execution of the agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.
4. Due to major health risks and to protect the intellectual property of Karen L. Ketelaar, clients are strictly prohibited from making their personal program/treatment plan/advice available to third parties directly or indirectly. Violation will irrevocably lead to a financial claim against client. Any other negative consequences of such an act shall be borne entirely by client.

Article 7 Rates

1. The rates for consultations, supplements and other operations are based on the most recent price list and/or are stated in the order confirmation for the service concerned.
2. The fees of Karen L. Ketelaar trading as Comitari do not depend on the outcome of the granted assignment and are calculated taking into account the usual rates of Comitari and are due to the extent that Karen L. Ketelaar has carried out work on behalf of the client and the facilitation of learning objectives and results.
3. If the client arrives later than the agreed time, this time will be deducted from the agreed consultation time so that any subsequent clients are not inconvenienced.
4. Karen L. Ketelaar trading as Comitari reserves the right to change the rates. Changes in rates will be communicated to clients by e-mail/newsletter.



Article 8 Payment

1. Payment shall be made as agreed in the order confirmation in cash or within the term stated in the order confirmation, but at the latest within 14 days after date of invoice to the bank account number indicated by Karen L. Ketelaar trading as Comitari. After expiry of the period of 14 days the client shall be in default without notice of default and shall owe Karen L. Ketelaar the statutory interest plus 2%.

2. Delivery of the treatment plan only takes place when the payment or 1st instalment of the payment agreed by both parties has been received.

3. In case of a trajectory, parties may agree on payment in instalments. If the term of payment is exceeded, the client shall be in default without notice of default being required. Karen L. Ketelaar trading as Comitari is entitled to suspend its obligations to provide services with effect from the date on which the term of payment has expired. Karen L. Ketelaar shall timely inform the client of said suspension of its services. With effect from the aforementioned date, the client shall owe statutory interest on the outstanding amount.

Furthermore, all extrajudicial collection costs shall be borne by the client.

Collection costs include the costs of lawyers, bailiffs and collection agencies, determined in accordance with the applicable or customary rates.

Article 9 Liability

1. The service provider's liability is limited to the amount paid out under the service provider's liability insurance in the case concerned.

2. The execution of the services of Karen L. Ketelaar trading as Comitari is an obligation of effort but NOT an obligation of result.

3. Karen L. Ketelaar trading as Comitari does not in any way give a medical guarantee nor is she in any way liable for medical complications occurring to the client at the time or after the execution of the service, which are not due to a serious attributable shortcoming of Karen L. Ketelaar. Karen L. Ketelaar is in no way liable for consequential damage.

4. Karen L. Ketelaar shall not be liable to the extent that damage results from the client's failure to properly follow the advice given by Karen L. Ketelaar orally or in writing.

5. The liability of Karen L. Ketelaar trading as Comitari for damage resulting from the services rendered by him/her - possibly with the engagement of non-subordinates - is limited to a maximum of the costs of a consultation and advised supplements and/or supporting (natural) remedies.

6. In all cases, any liability of Karen L. Ketelaar trading as Comitari is limited to the amount charged to the client.

7. The client is obliged to take all measures necessary to limit the damage for



which he/she wishes to hold Karen L. Ketelaar trading as Comitari liable.

8. Karen L. Ketelaar trading as Comitari is in no way liable for the quality and composition of the advised supplements. The supplier of these supplements is responsible and accountable for them. Karen L. Ketelaar trading as Comitari will, as far as it is in his/her power, cooperate in the correct handling of a complaint about the advised supplements.

9. Obvious errors or mistakes on the Karen L. Ketelaar trading as Comitari website, in e-mail messages, offers and agreements of Karen L. Ketelaar do not bind Karen L. Ketelaar trading as Comitari.

Article 10 Illness

1. If Karen L. Ketelaar is unable to perform work for the client due to illness, the client will be notified by telephone or e-mail as soon as possible.

Article 11 Complaints

1. The client shall be obliged to notify Karen L. Ketelaar trading as Comitari in writing of complaints about the work done no later than 30 days, but in any case, within 60 days of completion of the work concerned, failing which the client's right to claim that the work does not comply with the agreement shall lapse.

Article 12 Applicable law and disputes

1. The services of Karen L. Ketelaar trading as Comitari are governed by French law.
2. In disputes arising from or in connection with the services of Karen L. Ketelaar, which fall under the competence of the court, the court shall have exclusive jurisdiction.

Location: Escosse, France

Date: January 2024