

Terms & Conditions for Miranda Berkhof - Leadership Transformation

These terms and conditions ("Terms") govern the use of the products and services provided by Miranda Berkhof - Leadership Transformation, including the Executive Leadership Quest (Journey), Leadership Transformation Intensive (multiple day program), Leadership Insight Days (1 day program, several themes), and the LeadershipIQ Academy (online study journeys). By engaging in any of these programs or services, you agree to abide by these Terms.

1. Responsibilities of Miranda Berkhof - Leadership Transformation:

- 1.1 Miranda Berkhof - Leadership Transformation is responsible for providing accurate and comprehensive information about the programs or services offered.
- 1.2 Miranda Berkhof - Leadership Transformation will offer clear instructions, guidelines, and policies to ensure a positive learning experience for the participants.
- 1.3 Miranda Berkhof - Leadership Transformation is committed to creating a safe and inclusive learning environment, treating all participants with respect and dignity.
- 1.4 Miranda Berkhof - Leadership Transformation is dedicated to offering the necessary tools, resources, and support to facilitate participants' personal development journeys.

2. Participant Responsibilities:

- 2.1 As a participant, it is your responsibility to provide accurate and up-to-date information during the registration process.
- 2.2 You agree to comply with all instructions, guidelines, and policies provided by Miranda Berkhof - Leadership Transformation. This includes actively engaging in the programs or services and making a sincere commitment to your personal development journey.
- 2.3 Participants are expected to conduct themselves in a professional and respectful manner during all interactions with Miranda Berkhof - Leadership Transformation and other participants.
- 2.4 Any form of harassment, discrimination, or inappropriate behavior will not be tolerated and may result in immediate termination of access to the programs or services without refund.

3. Confidentiality:

3.1 Participants' Confidentiality Obligations:

3.1.1 Participants recognize that during the course of the programs or services, they may have access to confidential information shared by Miranda Berkhof - Leadership Transformation, fellow participants, or other individuals involved in the programs.

3.1.2 Participants agree to uphold the utmost secrecy and discretion regarding any sensitive information they encounter during the programs or services.

3.1.3 Participants shall not disclose, share, or use any confidential information outside of the context of the programs or services, unless explicitly authorized or required by law.

3.2 Miranda Berkhof - Leadership Transformation's Confidentiality Obligations

3.2.1 Miranda Berkhof - Leadership Transformation acknowledges the sensitivity of the personal information and data shared by participants during the programs or services.

3.2.2 Miranda Berkhof - Leadership Transformation is committed to protecting the confidentiality and privacy of participant information.

3.2.3 Miranda Berkhof - Leadership Transformation will handle and process participant data in accordance with applicable privacy laws and their Privacy Policy.

3.2.4 Miranda Berkhof - Leadership Transformation shall not disclose or share participant information with third parties unless required by law or with explicit consent.

Both participants and Miranda Berkhof - Leadership Transformation recognize the importance of maintaining confidentiality to foster trust and create a safe environment for open sharing and learning.

4. Privacy and Data Protection:

4.1 Miranda Berkhof - Leadership Transformation is committed to protecting your privacy and personal information.

4.2 Any personal information collected during the registration or participation in programs or services will be handled in accordance with the applicable privacy laws and Miranda Berkhof - Leadership Transformation's Privacy Policy.

4.3 By providing your personal information, you consent to its collection, use, and disclosure as described in the Privacy Policy.



5. Limitation of Liability:

5.1 Miranda Berkhof - Leadership Transformation and its affiliates, including its affiliates, shall not be held liable for any direct, indirect, incidental, special or consequential damages arising from your participation in any program or service.

5.2 You understand and agree that Miranda Berkhof - Leadership Transformation and its affiliates are not responsible for any loss, injury or damage incurred as a result of:

- a) Any reliance on the information, materials, or content provided in the programs or services.
- b) Any actions, decisions, or outcomes resulting from the application of the knowledge or skills acquired through the programs or services.
- c) Any interruption, suspension, or termination of the programs or services, including but not limited to technical failures, website downtime, or other disruptions.
- d) Any errors or inaccuracies in the course materials or content, whether caused by Miranda Berkhof - Leadership Transformation or third parties.
- e) Any interactions or engagements with other participants or third parties facilitated through the programs or services.
- f) Any unauthorized access to or use of your personal information or data.

5.3 You acknowledge and agree that the limitations of liability set forth in this section apply to all claims, whether based on warranty, contract, tort, or any other legal theory, and that they extend to the fullest extent permitted by law.

5.4 In no event shall the total aggregate liability of Miranda Berkhof - Leadership Transformation and its affiliates, arising out of or in connection with your participation in any program or service, exceed the amount paid by you for the specific program or service giving rise to the claim.

5.5 The limitations of liability in this section shall apply even if Miranda Berkhof - Leadership Transformation has been advised of the possibility of such damages.

5.6 You agree to indemnify and hold harmless Miranda Berkhof - Leadership Transformation and its affiliates, employees, and agents from any claims, damages, liabilities, costs, or expenses arising out of your participation in the programs or services.

6. Intellectual Property:

6.1 All materials, including but not limited to course content, videos, exercises, handouts, and any other resources provided in any program or service, are the exclusive intellectual property of Miranda Berkhof - Leadership Transformation.



6.2 You acknowledge that the course materials and methodologies provided by **MIRANDA BERKHOF** - Leadership Transformation are valuable and confidential.

6.3 You agree that you will not copy, reproduce, distribute, modify, display, or create derivative works of the course materials or methodologies, in whole or in part, except for personal use.

6.4 You may not share, sell, or transfer the course materials or methodologies to any third party without the explicit written permission of Miranda Berkhof - Leadership Transformation.

6.5 Unauthorized use or distribution of the course materials or methodologies may infringe upon intellectual property rights and may result in legal action.

6.6 Miranda Berkhof - Leadership Transformation reserves all rights not expressly granted in these Terms.

7. Disclaimer of Warranties:

7.1 Miranda Berkhof - Leadership Transformation strives to provide accurate and valuable information and materials. However, the programs, services, and course materials are provided on an "as-is" basis without any warranties, express or implied.

7.2 Miranda Berkhof - Leadership Transformation does not guarantee the accuracy, completeness, or usefulness of the information and materials provided. Participants are responsible for their own interpretation and application of the content.

8. Payment Terms:

8.1 Advance Payment:

8.1.1 Participants agree to make full payment in advance for the programs or services offered by Miranda Berkhof - Leadership Transformation.

8.1.2 The applicable fees and payment details will be provided to participants during the registration or enrollment process.

8.1.3 Participants shall ensure that payment is made in the designated currency and within the specified timeframe indicated by Miranda Berkhof - Leadership Transformation.

8.2 Payment Methods:

8.2.1 Miranda Berkhof - Leadership Transformation will provide accepted payment methods, which include credit/debit cards, bank transfers, or other specified means.

8.2.2 Participants shall ensure that the provided payment information is accurate and up-to-date.



8.3 Late Payments:

8.3.1 If participants fail to make payment within the specified timeframe, Miranda Berkhof - Leadership Transformation reserves the right to take appropriate action, which may include suspending access to the programs or services until payment is received.

8.3.2 Participants shall be responsible for any costs or charges associated with late payments, such as additional fees, interest, or collection expenses.

9. Rescheduling and Cancellation

9.1 Executive Leadership Quest (ELQ) - Executive Escape Reschedule:

9.1.1 Rescheduling is possible up to 3 weeks in advance of the scheduled date.

9.1.2 If rescheduling occurs within 3 weeks of the scheduled date, an additional payment of 10% of the registration fee is due.

9.1.3 Miranda Berkhof will make her best effort to reschedule the Executive Escape to a date within the next 6 weeks.

9.1.4 Cancellation of the Executive Escape before the agreed date (without rescheduling) or a premature ending of the entire Executive Leadership Quest will result in a charge equal to 30% of the registration price of the total journey.

9.2 Leadership Transformation Intensive and Leadership Insight Days:

9.2.1 Rescheduling is not possible for these programs, as they have fixed calendar dates and involve other participants.

9.2.2 Cancellation of the Leadership Transformation Intensive or Leadership Insight Day(s) will result in a charge equal to 50% of the registration fee.

9.3 LeadershipIQ Academy with Online Self-Development Journeys:

9.3.1 The LeadershipIQ Academy offers online self-development journeys.

9.3.2 If payment is done directly, you will have immediate access after payment. If payment is done through a PO number, you will have access to the content of the course after receipt of the funds.

9.3.3 If payment is done as a private person, you have a right of withdrawal within 14 days, starting from the date of purchase. Reimbursement of money paid is only applicable if you have not yet participated in any part of the course, accessed the course materials or logged-in to the journey/academy.

9.3.4 The right of withdrawal is not applicable if the course is paid for by an entity registered with the chamber of commerce.



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10. Governing Law and Jurisdiction:

10.1 The Contract is governed by Dutch law. The jurisdiction for any disputes arising from these terms and conditions shall be the courts of Amsterdam.

10.2 These Terms and Conditions constitute the entire agreement between you and Miranda Berkhof - Leadership Transformation regarding the programs and services, superseding any prior agreements or understandings, whether written or oral.

By participating in any program or service offered by Miranda Berkhof - Leadership Transformation, you acknowledge and agree to all of the above terms and conditions.