

Terms and conditions – HYMNN

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Article 1 – Welcome

Welcome to HYMNN

This page provides the terms & conditions based on which the Company's website www.hymnn.com may be used, whether as registered user or guest. Please read carefully before use. By using the site, you accept the terms & conditions and agree to them. If you don't accept them, please don't use the site.

In these terms & conditions "the Company" or "its" means HYMNN OOD; and " the Consumer", means purchaser of one of our products/services and/or the user of the www.hymnn.com website.

Article 2 – Identity of the company

HYMNN OOD

www.hymnn.com

Ulitsa Prikazna 6, 1137 Pancharevo, Sofia, Bulgaria

Trade Register no. 207428952.

VAT number BG207428952.

Article 3 – Applicability

1. These terms apply to all offers, agreements, and services provided by the Company.
2. If one or more provisions in these general terms & conditions are at any time wholly or partially null and void or are annulled, the contract and these terms & conditions will otherwise remain valid and the provision in question will be immediately replaced by mutual agreement by a provision that reflects the scope of the contract.

3. Situations that are not regulated by these terms & conditions must be assessed according to 'the spirit' of these terms & conditions.
4. Unclarity about the content of one or more articles of these terms & conditions must be explained according to 'the spirit' of these terms & conditions.

Article 4 – The offer(s)

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer is not set in stone. The Company is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to make a good assessment of the offer possible by the Consumer. If the Company uses images, they are a truthful representation of the products and/or services offered. Obvious mistakes or apparent errors in the offer do not bind the Company.
4. All images, specifications data in the offer are indication and cannot be a reason for compensation or termination of the agreement.
5. Each offer contains such information that it is clear to the Consumer what the rights and obligations are associated with the acceptance of the offer. This concerns in particular:
 - the price including taxes or otherwise stated;
 - any shipping costs;
 - the way in which the agreement will be concluded and what actions are required for this;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery and execution of the agreement;
 - the period for acceptance of the offer, or the period within which the Company guarantees this price;

Article 5 – The agreement

1. The Agreement is concluded, subject to the provisions of paragraph 7, at the time of acceptance by the Consumer of the offer and the compliance with the conditions set.
2. If there is an obvious mistake or error in the Company's offer, there is no valid agreement on those terms.
3. The agreement is entered into the duration as stated within the offer. In the case of lifelong access, this is about the duration that the course is offered by the Company.
4. Durations mentioned by the Company always apply as an indication.
5. If the Consumer has accepted the offer electronically, the Company will immediately confirm receipt of the acceptance of the offer electronically. As long as the agreement of this acceptance has not been confirmed by the Company the Consumer can terminate the agreement.
6. If the agreement is concluded electronically, the Company will take appropriate technical and organizational measures to secure the electronic transfer of data and ensures a safe web environment. If the Consumer can pay electronically, the Company will take appropriate safety measures for this.

7. The Company can - within the legal frameworks - inform itself whether the Consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible interlocutory to the distance agreement. If the Company has good grounds on the basis of this investigation not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.

8. With the Product or Service to the Consumer, the Company will send the following information in writing or in such a way that it can be stored by the Consumer in an accessible manner on a sustainable data carrier:

- the visiting address of the Company's location where the Consumer can go with complaints;
- the conditions under which and the way in which the Consumer can use the right of withdrawal, or a clear report on the exclusion of the right of withdrawal;
- the information about guarantees and existing service after purchase;
- the information included in Article 4 paragraph 3 of these terms & conditions, unless the Company has already provided this information to the Consumer before the implementation of the agreement;
- The requirements for cancellation of the agreement if the agreement has a duration of more than one year or is an indefinite duration.

9. In case of an agreement with a longer duration, the previous paragraph only applies to the first service or product delivery.

10. Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 – Withdrawal

For products:

1. When purchasing products, the Consumer has the option of cancelling the agreement for 14 days without giving reasons. This cooling -off period starts on the day after receiving the product by the Consumer or a representative designated by the Consumer in advance and to the Company.

2. During the cooling -off period, the Consumer will handle the product and the packaging carefully. He will only unpack or use the product to that extent insofar as it is necessary to be able to assess whether it wishes to retain the product. If he uses his right of withdrawal, he will return the product with all supplied accessories and - if reasonably possible - in the original condition and packaging to the Company, in accordance with the reasonable and clear instructions provided by the Company.

3. If the Consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the Company within 14 days, after receiving the product. The Consumer must make it known via the model form or by another means of communication such as by e-mail. After the Consumer has made it known that he wants to make use of his right of withdrawal, the Customer must return the product within 14 days. The Consumer must prove that the delivered goods have been returned in time, for example by means of proof of shipment.

4. If the Customer has not made known to use after the end of the periods referred to in paragraphs 2 and 3 making his right of withdrawal resp. the product has not returned to the Company, the purchase is a fact.

For services:

5. Upon delivery of services, the Consumer has the option of terminating the agreement without giving reasons for at least 14 days, starting on the day of entering into the agreement.

6. In order to make use of his right of withdrawal, the Consumer will focus on the reasonable and clear instructions provided by the Company at the time of offering.

Article 7 – Costs in case of withdrawal

1. If the Consumer uses his right of withdrawal, the costs of return are for his account.

2. If the Consumer has paid an amount, the Company will repay this amount as soon as possible, but no later than within 14 days after withdrawal. The condition is that the product has already been received by the Company or conclusive proof of complete return can be submitted. Reimbursement will be made via the same payment method used by the Consumer unless the Consumer gives explicit permission for another payment method.

3. In the event of damage to the product by careless handling by the Consumer himself, the Consumer is liable for any reduction in value of the product.

4. All costs that the Company has already incurred within the framework of the agreement are fully passed on to the Consumer. In addition, note that this is the case when the majority of the work is performed in the preparatory phase. Halfway, therefore, does not mean that the Consumer also receives half the price paid. A tailor-made calculation will always be made.

5. The Company can always cancel the agreement if the Consumer does not sufficiently cooperate with the execution of the work. All costs that have already been incurred will then be charged to Consumer, as well as a reimbursement for lost profit.

6. Both the Consumer and the Company may immediately and without a judge terminate the agreement if the bankruptcy or suspension of payment is requested or pronounced with regard to one of the parties.

In the case of an online program:

7. The program can be taken offline at any time. The Consumer will be informed about this at the latest one month in advance. In this case there is no right to compensation or refund, because the Consumer has gained access to the full program content. The Company has fulfilled its obligations.

8. The Consumer may reclaim his/her money within 14 days after the program has started. That is the legal right of withdrawal. Please send an email to info@hymnn.com

Article 8 – Exclusion of the right of withdrawal

1. The Company can exclude the Consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the Company has clearly stated this in the offer, at least in time before the conclusion of the agreement.

2. Exclusion of the right of withdrawal is only possible for products:

- That are customized for the specific Consumer;
- who can perish or age quickly;

- of which the price is bound by fluctuations on the financial market on which the Company has no influence;
- 3. Exclusion of the right of withdrawal is only possible for services:
 - concerning accommodation, transport, restaurant company or leisure activities on a specific date or during a certain period;
 - whose delivery has started with the express consent of the Consumer before the cooling-off period expired;
 - That are customized for the specific Consumer

Article 9 - Price & payment

1. The prices include VAT, unless stated otherwise;
2. Invoices must always be paid within 14 days, unless agreed differently between the Consumer and the Company;
3. The Company is entitled to request an advance payment on its work. Online products must always be paid in advance before they are supplied;
4. Prices can always change: the Consumer cannot claim on an old price after a price increase
5. If the Consumer does not pay on time, the Company will charge interest and collection costs;
6. In the case of bankruptcy, suspension of payment, liquidation of the Consumer's company or the seizure, any claims from the Company are immediately due and payable by Consumer;
7. The Company is entitled to suspend its work if installment invoices are not paid on time;
8. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the event of printing and typing errors, the Company is not obliged to deliver the product based on the incorrect price.

Article 10 – Conformity & warranty

1. The Company guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal requirements existing on the date of the conclusion of the agreement.
2. Any defects or incorrectly delivered products must be reported to the Company in writing within 2 weeks after delivery. Products must be returned in the original packaging and in new condition.
3. The Company's warranty period corresponds to the legal warranty period. However, the Company is never responsible for the ultimate suitability of the products for each individual application by the Consumer, nor for any advice regarding the use or application of the products.
4. The warranty does not apply if:
 - the Consumer has repaired and/or edited the delivered products himself or has had them repaired and/or edited by third parties;

-the delivered products have been exposed to abnormal conditions or have otherwise been treated carelessly or are contrary to the instructions of the Company.

Article 11 – Delivery & execution/ Rights and obligations of the Company Products

1. The Company will observe the greatest possible care when receiving an order and in the implementation of orders of products/ services;
2. As a place of delivery, the address that the Consumer has made known to the company is the address;
3. With taking in account of what is stated in paragraph 4 of this article, the Company will execute accepted orders with due speed but no later than 30 days, unless the Consumer has agreed to a longer delivery period.
If the delivery is delayed, an order cannot or can only be carried out in part, the Consumer will be notify about this no later than 30 days after he has placed the order. In that case, the Consumer has the right to terminate the agreement without costs. The Consumer is not entitled to compensation;
4. All delivery times are indicative. The Consumer cannot derive any rights from any times mentioned. Exceeding a term does not entitle the Consumer to compensation.
5. In the event of dissolution in accordance with paragraph 3 of this article, the Company will refund the amount that the Consumer has paid as soon as possible, but no later than within 14 days after the termination of the agreement;
6. If delivery of an ordered product turns out to be impossible, the Company will make an effort to make a replacement item available. It will be reported in a clear and understandable manner at the latest that a replacement item will be delivered. For replacement items the right of withdrawal cannot be excluded. The costs of a possible return shipment are for the account of the Company.
7. The risk of damage and/or loss of products rests with the Company until the moment of delivery to the Consumer or a representative designated and announced to the Company, unless explicitly agreed otherwise.

Services

8. The Company always makes every effort to help the Consumer achieve the best possible results and will always act as a good contractor.
9. The Company emphasizes that its obligations are always effort based and not result based. The Company makes every effort to help the Consumer through its services to achieve the desired result. It cannot guarantee the achievement of these results and is not liable if the Consumer does not achieve the desired result.
10. The advice and guidance of the Company are based on information that Consumer provides and based on theoretical information. Consumer chooses which advice and recommendations to follow and they are not a replacement for specialist/medical advice or treatments.
11. In the event that the Company is unable to carry out the work itself, it can engage third parties. This will always be consulted with the Consumer in advance.

Article 12 - Obligations of the Consumer

1. Consumer always bears responsibility for their own process, actions and decisions;
2. The Consumer is obliged to provide all required information on time, completely and correctly. The Company is not liable for any damage caused by incorrect, incomplete or untimely information being provided;
3. If the Company has additional work that is the result of incomplete, incorrect or untimely information, these will be charged as additional costs.

Article 13 - Additional policy for online programs

1. After purchasing an online program, the content of the program will be made available in parts or all at once: this will be indicated per program;
2. The program runs on third-party software. The Company does not own this software and therefore cannot guarantee that the software is always accessible. In the event of inaccessibility of the software, no obligation to pay compensation will ever arise. If the software is offline, the Company will let the Consumer know as soon as possible. See also the article about force majeure;
3. The Consumer is obliged to pay the entire amount of the program after purchase, even if the Consumer pays in installments;
4. To achieve desired results, it is essential that Consumer makes efforts as a student itself. Consumer is never obliged to perform or refrain from performing certain actions. Consumer always bears responsibility for its own learning, actions and decisions;
5. Consumer may not share its login details with others. Access to the course is always personal;
6. The company may change the content of a program at any time if it believes this is more appropriate;
7. The Company has the right to deny the Consumer access to the current or future course. It will do this if there are good grounds for doing so, such as violation of the rules of conduct or agreements in the agreement and general terms and conditions. In these types of cases there is no right to compensation.
8. In the 24 months after the course access has ended, Consumer may not offer a similar program itself. If the Company believes that the Consumer has copied (parts of) the program, it is up to Consumer to demonstrate that this is not the case. In case the Consumer breaches this part of the agreement a penalty can apply that will be at least three times the price for which the service is sold at the time of the violation, but will be assessed on a case-by-case basis and may be higher. In addition to this compensation, the Company is also entitled to claim compensation for other damage suffered.
9. In case the course also includes live sessions, Consumer must adhere to the rules of conduct and behave respectfully towards other students. Advertising its own company is not allowed.
10. If the Company decides to no longer offer the program and take it offline of its own accord, Consumer will be notified in advance so that there is still sufficient time to complete the course or download the content.

Article 14 - Intellectual Property

1. The Company is the creator and copyright holder of the materials/information (such as, but not limited to: products made specifically for Consumer, the online

program that the Consumer gets access to, visuals that are used, presentations that are given, information transfer, etc.) that Consumer receives in the context of its services or it has permission from the rights holder. The Company therefore owns the copyright or a license to use the information. Consumer will receive a license to use this information and Consumer may only use the information for the purpose for which it's meant.

2. Consumer may not make information public, share it with others, reproduce, copy, modify, etc.: Consumer may take note of it and use this knowledge for their own purposes for the purpose for which they purchased the services;

3. If the Company discovers an infringement of its copyrights, a penalty will be charged to the infringer. This is at least three times the price for which the service is sold at the time of the violation, but will be assessed on a case-by-case basis and may be higher. In addition to this compensation, the Company is also entitled to claim compensation for other damage suffered.

4. Consumer may only use the content for the purpose for which it purchased services from the Company.

Article 15 – Duration, cancellation & extension

Cancellation

1. The Consumer can cancel an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products or services at any time, taking into account the agreed cancellation rules and a notice period of one month.

2. The Consumer can cancel an agreement that has been entered into for a fixed period and which extends to the regular delivery of products or services at any time towards the end of the fixed duration, taking into account the agreed cancellation rules and a notice period of one month.

3. If an agreement has a duration of more than one year, the Consumer may cancel the agreement at any time after one year with a notice period of one month, unless reasonableness and fairness dictate against cancellation before the end of the agreed duration.

4. The consumer can cancel the agreements referred to in the previous paragraphs:

- at any time and not be limited to cancellation at a certain time or in a certain period;
- at least cancel in the same manner as they entered into the agreement;
- always cancel with the same notice period as the Company has agreed for itself.

Extension

5. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the Consumer may cancel at any time with a notice period of one month.

Article 16 – Complaints policy

1. Complaints about the implementation of the agreement must be submitted to the Company in full and clearly described within 14 days, after the Consumer has noticed the shortcomings;

2. Complaints submitted to the Company will be answered within a period of 14 days after receiving them. If a complaint requires a foreseeable longer processing time, the Company will answer within the period of 14 days with a message that it received the complaint and an indication when the Consumer can expect a more detailed answer;
3. If the complaint cannot be resolved in mutual agreement, a dispute will arise that is susceptible to the dispute settlement;
4. In the event of complaints, a consumer must first of all turn to the Company;
5. A complaint does not suspend the Company's obligations, unless the Company indicates otherwise in writing;
6. If a complaint is found to be justified by the Company, the Company will, at its choice replace or repair it free of charge.

Article 17 - Liability

1. The Company is not liable for damage resulting from the agreement. In the event that it is determined in court that there is liability after all, the provisions of this article apply;
2. Liability for indirect damage (such as, but not limited to, lost profits, missed savings, consequential damage, psychological damage) is always excluded. Liability always only applies to direct damage;
3. Liability is limited to a maximum of the amount paid by the Consumer for the agreement, with a maximum of € 500. In the event that the Company is insured and the insurance pays out, liability is limited to a maximum of the amount covered by the insurance in this specific case pays out;
4. Limitations with regard to liability do not apply to situations involving intent or deliberate recklessness;
5. Consumer indemnify the Company against claims from third parties that are in any way related to its work.
6. For retreats organized by the Company, travel insurance will mandatory and the responsibility and costs for this insurance are borne by the Consumer.

Article 18 - Force majeure

1. Force majeure may prevent the Company from executing the agreement (anymore). In the event of force majeure, the Company will inform Consumer as soon as possible;
2. In the event of force majeure, the Company will suspend the fulfillment of the agreement. The work will then temporarily not be carried out. How long this takes depends on the force majeure;
3. After one month, parties may both terminate the agreement without judicial intervention, without incurring any cancellation obligations;
4. Force majeure includes situations such as, but not limited to: disease, pandemic or epidemic, government measures, (civil) war or danger thereof, riot, terrorism, fire, water damage, flood and strikes. These always involve situations that are beyond the Company's fault or sphere of risk;
5. Disruptions or other situations of force majeure at suppliers (such as used software) also count as force majeure. This also includes the (un)availability of the platform on which the programs runs.

Article 19 – Disputes & applicable law

These terms & conditions are governed by Dutch law. In case there is a dispute between the Consumer and the Company the Dutch Court seated in The Hague will be competent. Even if the Consumer resides outside of the Netherlands.