

# General Terms and Conditions Montgó Lifestyle

Drafted on July 13, 2020.

General Terms and Conditions Montgó Lifestyle, established at Jávea, Spain.

## Article 1 Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

*General Terms and Conditions:* The General Terms and Conditions as stated below.

*Montgó Lifestyle/User:* Montgó Lifestyle has drafted these General Terms and Conditions and is the user of these General Terms and Conditions. Montgó Lifestyle is a company established in Jávea (Spain), who helps people -who are out of balance- to find their balance back, by means of bodywork, therapy, healthy food and 24-hour care.

*Mentor:* The person who is working for Montgó Lifestyle and is committed to the Treatment of the Participant.

*Participant:* The person who accepted the validation of these General Terms and Conditions and has a Contract with Montgó Lifestyle to make use of the services of Montgó Lifestyle. The “Participant” includes Consumers.

*Consumer:* The Participant, natural person, not acting in the exercise of a trade or profession.

*Contract:* Any agreement entered into between Montgó Lifestyle and the Participant, in which the Participant agrees to make use of the services of Montgó Lifestyle.

*Service:* All work, of whatever form, that Montgó Lifestyle has carried out for, or for the benefit of, the Participant. The service of Montgó Lifestyle is also mentioned the “Treatment”.

*Accommodation:* The Accommodation of Montgó Lifestyle at Jávea, where the Participant is staying during his/her Treatment.

*House Rules:* The House Rules of Montgó Lifestyle covering the Accommodation, where the Treatment is taking place. Before the Treatment begins, the Participant places his/her signature below the House Rules.

*Rules of Conduct:* The Rules of Conduct of Montgó Lifestyle covering the behaviour of the Participant during his/her Treatment. Before the Treatment begins, the Participant places his/her signature below the Rules of Conduct.

*Distance service- provision: scheme* Every Contract concluded between Montgó Lifestyle and the Participant, where under an organised distance service-provision scheme, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded, such as a website, telephone or other means of distance communication. The Distance service- provision scheme will mainly consist of an online videocall for the intake and the aftercare.

## Article 2 Scope General Terms and Conditions

These General Terms and Conditions apply to every quotation and Contract entered into between Montgó Lifestyle and the Participant, unless the parties are departed from the General Terms and Conditions explicitly and in writing.

These General Terms and Conditions are also applicable to contracts with Montgó Lifestyle for the implementation of which third parties must be involved.

The applicability of any of the Participants purchasing conditions or other general terms and conditions is expressly excluded.

If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, Montgó Lifestyle and the Participant will consult with each other to agree new provisions to replace the void or voided ones.

Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with Montgó Lifestyle in writing.

If Montgó Lifestyle not always require the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that Montgó Lifestyle to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.

### **Article 3 Quotations**

Quotations should preferably be made in writhing and/or electronic form, unless pressing circumstances make this impossible.

Quotations are valid for a fixed period: the period which is included in the quotation. Quotations lapse after this period has expired.

Montgó Lifestyle cannot be held to its quotations if the Participant, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the quotation or an element thereof contains a manifest fault or clerical error.

If the acceptance departs from the offer included in the quotation, whether or not on points of minor importance, then Montgó Lifestyle is not bound by this. The Contract then does not come into being in accordance with this differing acceptance, unless Montgó Lifestyle indicates otherwise.

A composite quotation does not oblige Montgó Lifestyle to perform an element of the Contract for a corresponding part of the stated price.

Quotations do not automatically apply to future contracts.

### **Article 4 Formation of the Contract**

The Contract comes into being through the timely acceptance by the Participant of Montgó Lifestyles quotation.

### **Article 5 During of the Contract**

The Participant and Montgó Lifestyles may enter into a Contract for a limited period. The Participant and Montgó Lifestyles will agree the period in mutual consultation.

### **Article 6 Termination of the Contract**

Montgó Lifestyle and the Participant could terminate the Contract at any time by mutual consent.

Both the Participant and Montgó Lifestyle are entitled to terminate the Contract at any time, with the observance of a period of notice of one week.

In case of termination of the Contract, Montgó Lifestyle will charge the all costs incurred to the Participant. In the event that the Contract has been entered into for a definite period and the Contract is terminated by the Participant, the Participant will not receive a refund of the price already (pre-)paid.

## **Article 7 Amendments of the Contract**

If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then Montgó Lifestyle will inform the Participant of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.

If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. Montgó Lifestyle will inform the Participant of this as soon as possible.

Amendments to the Contract originally entered into between the Participant and Montgó Lifestyle are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

## **Article 8 Implementation of the Contract**

Montgó Lifestyle will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.

Montgó Lifestyle is entitled to arrange for certain work to be carried out by third parties. The applicability of Article 7:404, Article 7:407, paragraph 2 and Article 7:409 of the Dutch Civil Code is explicitly excluded.

The Participant will issue all information or instructions that are necessary for the implementation of the Contract, or which the Participant can be reasonably expected to understand are necessary for implementation of the Contract, to Montgó Lifestyle in a timely manner.

If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then Montgó Lifestyle is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Participant.

## **Article 9 Prices**

The Participant is obligated to pay a compensation to Montgó Lifestyle for the Treatment: the Price.

The prices are expressed in euros and exclusive of VAT, import and export duties, excise duties and other taxes or government levies, unless indicated otherwise.

Prices include the following costs: room and board, transfer to and from the airport, therapy and sports, unless stated otherwise. The prices do not include the costs for a plane ticket. Montgó Lifestyle can arrange a flight ticket for the Participant, but will charge these costs to the Participant.

If the Price isn't expressly agreed, the Price will be determined by the actual amount of hours and the usual hourly fee of Montgó Lifestyle.

## **Article 10 Amendment of Prices**

If Montgó Lifestyle agrees a fixed Price when the Contract is entered into, then Montgó Lifestyle is entitled to increase this Price also when the Price is not originally specified provisionally.

If Montgó Lifestyle has the intention of amending the Price, it will inform the Participant of this as soon as possible.

If the increase of the Price takes place within three months of the Contract being entered into, the Participant can terminate the Contract by means of a written statement, unless:

- the increase arises from a right of Montgó Lifestyle or an obligation resting upon Montgó Lifestyle in accordance with the law;
- the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
- Montgó Lifestyle is still prepared to implement the Contract on the basis of that which was originally agreed;

- it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.

Montgó Lifestyle will inform the Participant in the event of the intention to increase the Price, stating the extent of the increase and the date upon which it will take effect.

## **Article 12 Intake**

Via the website of Montgó Lifestyle ([www.montgolifestyle.com](http://www.montgolifestyle.com)) the Participant can submit his / her request for help by clicking on “I am interested” and then filling in his / her contact details. Montgó Lifestyle will then contact the Participant within 24 hours after the Participant has entered his / her contact details.

After the Participant's request for help is known to Montgó Lifestyle, the Participant is invited for an interview with the Montgó Lifestyle psychiatrist. This conversation will take place in the Netherlands, on the location of the practice room of the psychiatrist of Montgó Lifestyle. If it is not possible to schedule a physical call, the call will take place via an online video call. Based on the conversation, the psychiatrist will estimate whether the Montgó Lifestyle program suits the Participant and can guide him / her towards a balanced life. Subsequently, the multidisciplinary team will consult to develop the correct treatment plan for the Participant. Based on the conversation, Montgó Lifestyle will draw up a tailor-made treatment plan. This treatment plan will be sent to the Participant by e-mail and will then be discussed by telephone, unless the Participant is referred through a referrer (another institution or healthcare provider). In the latter case, the treatment plan will be discussed orally.

After the intake it will become clear which Treatment is required. The exact price is determined depending on the intensity of the care. The prize will be communicated to the Participant.

After the treatment plan has been discussed with the Participant, a start date for the Treatment will be scheduled.

After the Participant has given his / her approval to the treatment plan, the Participant will receive a registration package with registration forms. As soon as the Participant has completed and sent these forms, participation in Montgó Lifestyle will start.

## **Article 13 Data requests**

In order to give Montgó Lifestyle the opportunity to realize the Treatment of the Participant as well as possible, it may be necessary for Montgó Lifestyle to have access to the Participant's data. This data can include, for example: medical data from a general practitioner or hospital, a treatment plan, an intake report, a DSM classification or other relevant data.

Montgó Lifestyle asks the Participant for his / her written permission, after consultation with the Participant, to be able to exchange matters with relevant organizations in order to clarify certain matters in order to promote the Treatment at Montgó Lifestyle.

## **Article 14 Treatment and aftercare**

After the Treatment of the Participant has started, the Participant can consult the “today only program” (hereinafter referred to as “TOP”) every evening. The TOP is the program for one day. Every evening the TOP is written on a whiteboard. The TOP describes what the activities of the next day will be. Montgó Lifestyle uses a fixed day structure, but the content of the activities can differ per day. The TOP describes what the Participant -during the Treatment- must do on a specific day and at a specific time. It also describes what is useful to take to the Accommodation.

The Montgó Lifestyle Treatment is aimed at exclusive, targeted and intensive guidance. Montgó Lifestyle believes that exercise, talking, healthy food and structure can restore balance in the mind, body and soul. During the Treatment, the Participant receives full attention and 24-hour care. With a multidisciplinary team (psychiatrist / psychotherapist,

psychologist, psychomotor therapist, system therapist, sports instructor and addiction experts) and a holistic approach, Montgó Lifestyle supports the Participants in deliberately taking a different path.

Montgó Lifestyle offers a Treatment that is tailor-made for the Participant. Montgó Lifestyle uses a fixed structure in the form of an TOP for the Treatment. Fixed components in the TOP are: counseling / therapy, coaching, yoga, mindfulness, nutrition, meditation and bodywork. Montgó Lifestyle will look at what extra is needed, in addition to the TOP, this can be for example: EMDR, schema therapy, PMT, 12 steps, psychotherapy, transactional analysis, hypnotherapy.

Aftercare is a large part of the Treatment. The aftercare will also be included in the treatment plan. Aftercare can also be provided in the Netherlands if necessary.

## **Article 15 House Rules and Rules of Conduct**

### House Rules

Montgó Lifestyle asks the Participant to declare in writing that he / she adheres to the Montgó Lifestyle House Rules. This document will be signed and sent by the Participant after the intake with the psychiatrist and after the Participant has agreed to the quotation. If the Participant subsequently decides not to participate in the Treatment (after approving the quotation), the costs already incurred (€ 150 for engaging the psychiatrist) will be borne by the Participant.

If the Participant does not respect the House Rules and / or does not adhere to the House Rules, Montgó Lifestyle may decide to end the Treatment of the Participant with immediate effect. The compensation already paid by the Participant will not be refunded. This also applies if the Participant chooses not to complete the Treatment during the Treatment and to stop it prematurely.

The House Rules of Montgó Lifestyle consist of the following rules:

- The Participant must respect the Accommodation and all accessories. Deliberately causing and / or causing damage to the Accommodation and its accessories is at the expense of the Participant.
- The use or possession of narcotics and / or mind-altering drugs is not permitted;
- All overt and / or subtle intimidation and / or violence is not allowed;
- The use of medication other than prescribed by a doctor is not allowed;
- The use of non-natural performance enhancing agents (for example steroids) is not allowed;
- Smoking is not allowed in the Accommodation. Smoking is allowed in the areas indicated by the supervisors;
- It is customary in Spain to have a siesta (moment of rest) between 3 p.m. and 5 p.m. Noise pollution is not allowed between 3 pm and 5 pm;
- All personal belongings that do not belong to the Accommodation are the Participant's own responsibility and liability. The Participant must take out adequate insurance;
- The Participant is responsible for keeping the Accommodation tidy. The Participant must ensure that the Accommodation is tidy and clean;
- The Accommodation is equipped with internet. The Participant must handle the use of the internet in a proper and careful manner. Visiting paysites, gambling sites, porn sites and such websites is not allowed;
- It is not allowed to leave the Accommodation on your own. The Participant may only leave the Accommodation if this has been discussed with a Guide and the Guide has given his / her approval;
- During the first half of the Treatment, it is not allowed to have and / or use mobile devices (such as telephones, tablets, iPads and laptops).

## Rules of Conduct

Montgó Lifestyle asks the Participant to declare in writing that he / she adheres to the Montgó Lifestyle Rules of Conduct. If the Participant does not respect the Rules of Conduct and / or does not comply with the Rules of Conduct, Montgó Lifestyle may decide to terminate the Treatment of the Participant with immediate effect. The compensation already paid by the Participant will not be refunded. This also applies if the Participant chooses not to complete the Treatment during the Treatment and to stop it prematurely.

Respect and trust are the common thread within the Treatments of Montgó Lifestyle. Montgó Lifestyle expects an active commitment from the Participant.

The Participant is fully responsible and liable for the choices he / she makes before and during the Treatment of Montgó Lifestyle. Montgó Lifestyle is not liable for this.

If the Participant chooses, during the Treatment, not to participate in the program and / or to show transgressive behavior towards Montgó Lifestyle or other participants, Montgó Lifestyle is entitled to terminate the Treatment of the Participant with immediate effect. The compensation already paid by the Participant will not be refunded. This also applies if the Participant chooses not to complete the Treatment during the Treatment and to stop it prematurely.

## **Article 16 Payment**

Payment will take place by means of transfer to a bank account specified by Montgó Lifestyle.

Payment will be made in advance: the first 25% must be in the bank account within two days after the agreement of the invoice. The other 75% must be in the bank account no later than two days before the Participant arrives at the Montgó Lifestyle property.

The Participant is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Participant.

Montgó Lifestyle is entitled to invoice the Participant for work carried out in the period in question.

Objections to the level of the invoice do not have the effect of suspending the payment obligations.

In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Montgó Lifestyle and the obligations of the Participant towards Montgó Lifestyle are immediately claimable.

## **Article 17 Suspension and termination**

### Suspension

If the Participant does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then Montgó Lifestyle is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so

Moreover, Montgó Lifestyle is entitled to suspend the fulfilment of the obligations if:

- after the Contract is entered into, Montgó Lifestyle becomes aware of circumstances that give good grounds to fear that the Participant will not fulfil its obligations;
- the Participant is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Montgó Lifestyle.

Montgó Lifestyle reserves the right to claim compensation.

## Termination

If the Participant does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then Montgó Lifestyle is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.

Moreover, Montgó Lifestyle is entitled to terminate the Contract with immediate effect if:

- after the Contract is entered into, Montgó Lifestyle becomes aware of circumstances that give good grounds to fear that the Participant will not fulfil its obligations;
- the Participant is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- due to a delay on the part of the Participant, Montgó Lifestyle can no longer be required to fulfil the Contract under the originally agreed conditions;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Montgó Lifestyle;
- the Participant is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
- the Participant is placed under conservatorship;
- the Participant deceases.

Termination will take place by means of a written declaration, without judicial intervention.

If the Contract is terminated, the Participant debts to Montgó Lifestyle become immediately due and payable.

If Montgó Lifestyle terminates the Contract on the above-mentioned grounds, Montgó Lifestyle is not liable for any costs or compensation.

If the termination is attributable to the Participant, the Participant is liable for the damage suffered by Montgó Lifestyle.

## **Article 18 Force majeure**

It is possible that Montgó Lifestyle or the Participant cannot fulfill an obligation under the Contract. Such a shortcoming cannot be attributed to Montgó Lifestyle or the Participant if the shortcoming is not due to his / her fault, nor is it for his / her account by law, legal act or generally accepted beliefs. In this case, the parties are also not obliged to fulfill the obligations arising from the Contract.

In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in that area in law and jurisprudence, all external causes, foreseen or unforeseen, on which Montgó Lifestyle cannot influence and as a result of which Montgó Lifestyle is unable to fulfill its obligations. to come.

Circumstances that cause force majeure include: lockout, fire, water damage, natural disasters or other external disasters, mobilization, war, traffic obstructions, blockades, import or export obstructions or other government measures, delay in the supply of raw materials or machine parts, as well as any circumstance, as a result of which the normal course of the Montgó Lifestyle is obstructed, as a result of which the fulfillment of the Contract by Montgó Lifestyle may not reasonably be expected of the Participant. Montgó Lifestyle also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the Contract occurs after Montgó Lifestyle should have fulfilled its obligation.

In case of force majeure, the parties are not obliged to continue the Contract, nor are they obliged to pay any compensation.

Both Montgó Lifestyle and the Participant can suspend the obligations under the Contract in whole or in part during the period that the force majeure continues. If this period lasts longer than 2 months, both parties are entitled to dissolve the Contract with immediate effect, by means of written notice, without judicial intervention, without the parties being able to claim any compensation.

If the situation of force majeure is of a temporary nature, Montgó Lifestyle reserves the right to suspend the agreed performance for the duration of the force majeure situation. In case of permanent force majeure, both parties are entitled to dissolve the Contract out of court.

If, at the time of the commencement of force majeure, Montgó Lifestyle has already partially fulfilled or will be able to fulfill its obligations under the Contract, and the part fulfilled or to be fulfilled respectively has independent value, Montgó Lifestyle is entitled to fulfill or fulfill the already fulfilled respectively. part to be invoiced separately. The Participant is obliged to pay this invoice as if it were a separate Contract.

## **Article 19 Liability and additional medical expenses**

The Contract between Montgó Lifestyle and the Participant leads to a best efforts obligation and not an obligation to achieve results. Montgó Lifestyle therefore guarantees that the work performed by it complies with the Contract and is performed properly, but can never guarantee a specific result.

Montgó Lifestyle is only liable for direct damage caused by conscious recklessness or intent on the part of Montgó Lifestyle. Direct damage should only be understood to mean:

- Material damage to the property of the Participant;
- Reasonable costs incurred by the Participant to determine the liability and (the extent of the direct) damage;
- Reasonable costs that the Participant has reasonably incurred, and could and could reasonably incur, to prevent or limit the damage, insofar as the Participant demonstrates that these costs have led to a limitation of the direct damage;
- Reasonable costs that the Participant has reasonably incurred in order to obtain payment out of court, as referred to in article 6:96 paragraph 2, sub c of the Dutch Civil Code.

Montgó Lifestyle is not liable for damage, of whatever nature, resulting from Montgó Lifestyle basing its actions upon inaccurate and/or incomplete information provided by the Participant, unless this inaccuracy or incompleteness ought to have been known to Montgó Lifestyle.

Montgó Lifestyle is not liable for mutilation, destruction, theft or loss of data or documents.

The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Montgó Lifestyle or its managerial subordinates.

If Montgó Lifestyle should be liable for any damage, the liability of Montgó Lifestyle is limited to the amount to a maximum of once the amount stated in the invoice or to the amount to which the insurance affiliated by Montgó Lifestyle provides entitlement, increased by the own risk that Montgó Lifestyle bears in accordance with the insurance.

The Participant must report the damage for which Montgó Lifestyle can be held liable to Montgó Lifestyle as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

Any liability claims against Montgó Lifestyle lapses within one year of the Participant having become aware, or possibly reasonably having become aware, of the harmful event.

In the event of illness of the Participant or a medical accident in which the Participant is involved during the Treatment and stay at Montgó Lifestyle, Montgó Lifestyle is hereby authorized to call in on behalf of and for the Participant that (external) care and assistance that is available to the best of Montgó Lifestyle's ability at that time. All associated costs will be borne by the Participant.

The Participant declares to have taken out health insurance and travel insurance during the Treatment and stay at Montgó Lifestyle, which adequately covers these possible costs.



## **Article 20 Indemnity and limitation period**

The Participant indemnifies Montgó Lifestyle against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Participant.

If Montgó Lifestyle may be sued for this reason, then the Participant is bound to provide Montgó Lifestyle with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of Montgó Lifestyle and third parties will be at the expense and risk of the Participant.

In departure from the legal limitation period, a limitation period of one year applies to all claims against Montgó Lifestyle and any third parties brought in by Montgó Lifestyle.

The foregoing shall not apply to claims which are based on the non-conformity of the delivered goods of the Contract. In this case claims lapse after two years after the Participant has informed Montgó Lifestyle about the defect of the delivered good.

## **Article 21 Intellectual property**

Montgó Lifestyle reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.

Montgó Lifestyle reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

## **Article 22 Confidentiality**

Both Montgó Lifestyle and the Participant are obliged, for the duration of and after the termination of the Contract, to maintain confidentiality regarding all facts and particulars concerning the business which they know or can reasonably suspect are confidential. This duty of confidentiality also includes all details of employees, clients, commissioning bodies and other business contacts which are learned of by reason of the Contract.

## **Article 23 Privacy**

Montgó Lifestyle acts in accordance with the GDPR, which is effective from May 25, 2018.

Montgó Lifestyle will keep the data and information that the Participant provides to Montgó Lifestyle carefully and confidentially. Montgó Lifestyle shall not keep the personal data longer than necessary.

Montgó Lifestyle will only use the details and information of the Participant in the context of the execution of its delivery obligation or the handling of a complaint.

It is not permitted for Montgó Lifestyle to lend out, rent, sell or in any other way make public the personal data of the Participant.

The Participant has the right to inspect, correct and request deletion of the personal data transferred. The Participant is entitled to file a complaint with the Dutch Data Protection Authority regarding his / her personal data. The Dutch Data Protection Authority is obliged to handle this complaint.

The Participant agrees that Montgó Lifestyle may approach the Participant for statistical or customer satisfaction research. If the Participant does not wish to be approached for research, the Participant may make this known.

## **Article 24 Cookies**

When visiting the website, Montgó Lifestyle can collect information from the Participant about the use of the website by means of cookies.

The information that Montgó Lifestyle collects through cookies may only use this personal data for necessary specific purposes.

## **Article 25 Newsletter**

The Participant can sign up for the newsletter.

The newsletter will keep the Participant informed of the latest new and the most recent developments.

The Participant will receive the newsletter by e-mail.

The Participant can opt out in writing or through a hyperlink of the newsletter at any time. In this case the Participant will receive no more messages.

## **Article 26 Amendment of the General Terms and Conditions**

Montgó Lifestyle is entitled to amend the general terms and conditions unilaterally.

Amendments will also apply to Contract that are already concluded.

Montgó Lifestyle will inform the Participant by e-mail about the amendments.

The amendments to the general terms and conditions will be in force thirty days after the Participant is informed of the amendments.

If the Participant does not agree with the announced amendments, the Participant is entitled to terminate the Contract.

## **Article 27 Applicable law and disputes**

Dutch law is exclusively applicable to all legal relationships to which Montgó Lifestyle is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Participant has its place of business outside of the Netherlands.

Disputes between Montgó Lifestyle and the Participant will only be submitted to the competent judge in the Netherlands, unless the law mandatorily prescribes otherwise.