**Article 1 – Definitions**

1. **Client**

The Client is the party that issues the order for particular services or products to be provided by Real Challenge for a set fee, and which gives rise to the Agreement.

1. **Order**

The order is the request made by the Client to Real Challenge to, in return for a set fee, perform services or deliver a product.

1. **Services**

The Services encompass all work that Real Challenge performs for the purpose of Client’s Order.

1. **Agreement**The Agreement is an agreement to perform services, which Real Challenge will undertake for the purpose of Client’s Order.

**Article 2 – Applicability and Amendments**

1. Solely these terms and conditions are applicable to the creation of, content of and compliance with all Agreements between Client and Real Challenge and Client’s use of Real Challenge’s website.
2. Entering into an Agreement with Real Challenge automatically results in Client’s unconditional acceptance of the applicability of these terms and conditions.
3. In the event that these terms and conditions differ from that which is agreed upon in an Agreement between Real Challenge and Client, the Agreement will prevail.
4. Any terms wielded by Client that contradict these terms and conditions are rejected and are therefore not applicable to any Agreement between Real Challenge and Client.
5. In the event that one or more of the provisions in these terms and conditions are found to be void, either in whole or in part, the remaining provisions will remain in force. Real Challenge and Client will jointly discuss and formulate new provisions to replace the voided provisions, during which the scope of the original provisions has to be considered carefully.
6. Real Challenge is permitted to amend these terms and conditions unilaterally. The amended terms and conditions are immediately applicable to any Agreements entered into after the amendments have been implemented, and 30 days after written announcement of the amendment to the Client for previously existent Agreements.

**Article 3 – Scope and use of Services**

1. Real Challenge will execute the Agreement to the best of its knowledge and ability. Nevertheless, every Agreement sets out only best efforts obligations for Real Challenge, not result obligations.
2. The Client may use Real Challenge’s Services exclusively for his/her private purposes. Commercial or business use is prohibited.
3. The Client undertakes to provide information truthfully and completely and to keep this information up to date during the term of the contract.
4. The Client is obligated to keep his/her login data secret and not to pass it on to third parties. It is prohibited to provide third parties a possibility to use the registration and/or our Services.
5. The Client is obligated to observe the existing copyrights and other rights on the content of the Services and to adhere to the terms set out in Article 7 regarding intellectual property rights.

**Article 4 – Eligibility**

1. The Client represents and warrants that he/she is at least 18 years old and will be responsible for the information provided when placing an Order. Our Services are not designed for anyone under 18 years old. If you are accessing and using our Services on behalf of a party who is not at least 18 years of age, then you are representing that you are that party’s legal guardian and you will indemnify us for any losses or damage suffered as a consequence by and of the party who is less that 18 years of age.
2. If the Client is suffering from diabetes or if the Client is pregnant or suffers from abnormal obesity, the Client may use Real Challenge’s offer for training only if a physician has confirmed to the Client that the training is harmless.

**Article 5 – Terms of Payment**

1. The Agreement for Services will be valid for the agreed term. After its end, it will prolong automatically by the agreed term of the contract, unless the Client or Real Challenge terminate the contract in observation of the following period: 7 days before the end of the current term.
2. Insofar as Real Challenge offers and agrees with the Client on a free trial period for use of our Services, the agreed contract period for the Services shall prolong accordingly. In that case, the extended period will run first, followed by the regular term of the Services, subject to cost.
3. If a Client does not fulfil a due payment obligation to Real Challenge, Real Challenge will have the right to block the Client’s access temporarily until the owed payment is received, after giving prior warning and without prejudice to further statutory and contractual rights. The term of the Agreement shall remain unaffected by the temporary block.
4. The Client has the right to cancel the Agreement to our Services within 7 days without giving any reason. If you cancel the Agreement, Real Challenge will reimburse to you all payments received from you. The cancellation period will expire after 7 days from the day on which the Client entered into the Agreement.
5. The cancellation period for any product(s) purchased in the web shop will expire after 14 days from the day on which you acquire, or a third party, other than the carrier, acquires physical possession of the products.
6. We will make the reimbursement for cancellation for both Services and products without undue delay, and not later than 30 days after we were notified of the cancellation.
7. The Client shall refund Real Challenge for the losses and required expenses which are incurred by Real Challenge due to absent or belated payment by the Client or other disruptions to the payment by the Client, unless the Client has no fault in these instances.
8. Real Challenge may add shipping and handling fees and/or value added tax if not explicitly stated that these are included in the price.
9. Real Challenge reserves the right to, without prior notice, unilaterally discontinue or change specifications and prices on products and the Services offered through our website(s) or any platforms linked to our website.
10. Real Challenge reserves the right at any time after receipt of your order to accept or decline your order, or any portion thereof, even after your receipt of an order confirmation from Real Challenge, for any reason.
11. Offers made by Real Challenge are, at all times, without obligation and revocable. The availability and pricing of any of our Services is subject to change without notice. If a product is not available when you place an order, we will do our best to advise you when we anticipate the product will become available.
12. Real Challenge cannot be held to its offers when Client can reasonably understand that the offer, in whole or in part, contains a mistake or error.
13. In the event that a product or service is listed at an incorrect price, Real Challenge has the right to refuse or cancel orders placed for the product or service listed at the incorrect price, regardless of whether the order has been confirmed and payment has been made. If you have already made a payment, Real Challenge shall promptly issue a restitution in the amount of the incorrect price.
14. The risk of loss and title for all products purchased by you and shipped by Real Challenge pass to you upon Real Challenge’s delivery to the carrier for shipment.

**Article 6 - Force majeure, suspension and dissolution**

1. In the event of force majeure, there is no shortcoming attributable to Real Challenge. Force majeure in these terms and conditions is understood to mean any circumstance independent of the will of Real Challenge - even if it was foreseeable at the time the Agreement was concluded - which permanently or temporarily prevents fulfilment of the Agreement, and - to the extent not already therein included - war, danger of war, civil war, riot, strike, transport difficulties, computer malfunctions, power outages, staff illness and all external causes, foreseen or not foreseen, on which Real Challenge does not have any influence.
2. Failing in the fulfilment of the Agreement by Real Challenge in the event of force majeure is regarded as a circumstance not attributable to Real Challenge and therefore does not entitle the Client to any compensation or to the termination of the Agreement.
3. In the event of an impediment to the execution of the Agreement as a result of force majeure, Real Challenge is entitled (without observing a period) to suspend, without judicial intervention, either the implementation of the Agreement or to dissolve the Agreement in whole or in part.
4. If the period of force majeure has lasted longer than 60 consecutive days, the Client has the right to suspend the Agreement, without Real Challenge being obliged to pay any compensation for the damage that the Client suffers or has suffered as a result of that suspension.

**Article 7 – Intellectual Property**

1. Unless otherwise agreed upon in writing, Real Challenge retains all rights and powers that accrue to it with regard to the intellectual property in the works produced by it. The ownership of the products and Services supplied by Real Challenge such as video productions, provided ideas, images, concepts, scripts, scripts, illustrations or (test) designs etc. therefore remains wholly owned by Real Challenge. The aforementioned elements that form part of the works produced by Real Challenge may not be multiplied, reproduced or modified without written permission from Real Challenge.
2. The Client receives a license from Real Challenge for the use of copyrighted works that Real Challenge created in the execution of its Services. This license only applies as long as the Client meets its financial obligations and the license terminates when the Agreement does. The license only applies to the use of the work in question by the Client himself, or by his legal successors, not any third party.
3. Client is prohibited from reproducing, duplicating, copying, selling, reselling, or exploiting any portion of the Services and/or products, or access to the Services on the website through which the Services are provided, without express written permission by us.
4. In general, Clients are prohibited from using Real Challenge’s trademarks, logos, slogans, and service marks for any purpose. Clients are equally prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any content available on or through our website, whether or not this constitutes copyright infringement.

**Article 8 – Liability**

1. Real Challenge is not liable for possible damage caused by its or the Client’s performance of the Agreement, both by itself and by third parties, except in the case of intent or deliberate recklessness on the part of Real Challenge, provided that it has been demonstrated by the Client.
2. The liability of Real Challenge is limited to the maximum value of the Agreement. Liability under an Agreement with a duration of more than 3 months is limited to the value of the Agreement in the last three months. In any case, the liability is limited to the amount that the liability insurance of Real Challenge covers.
3. The Client indemnifies Real Challenge against all claims from third parties for compensation of damage. If Real Challenge is held liable by a third party in relation to the Agreement, the Client is obliged to pay Real Challenge all costs related to this, and the Client is obliged to take responsibility for the liability directly (inter alia) by notifying the third party that Real Challenge is not liable, but that Client is. If the Client fails to do so, this automatically creates a right to claim from Real Challenge against the Client for the amount for which Real Challenge is held liable.
4. Every claim for compensation on Real Challenge is barred by the lapse of one year after the start of the day following that on which the Client became aware of the damage.
5. If Real Challenge is deemed liable, this liability is at all times limited to direct damage. Real Challenge is not liable for indirect and/or consequential damage.
6. The Client is liable for all damage that Real Challenge may suffer as a result of a failure attributable to the Client in the fulfilment of the obligations arising from the Agreement and these terms and conditions.

**Article 9 – Confidentiality**

1. Parties are obliged to maintain the confidentiality of all information that they have received from each other or from another source in the context of the Agreement. Confidential information means in any case that to which this Article relates, as well as any company data.
2. The confidentiality obligation mentioned in the first paragraph of this article does not apply to information:
   1. that at the time the recipient received this information was already public or subsequently became public without a breach by the receiving party of a duty of confidentiality imposed on him;
   2. of which the receiving party can prove that this information was already in his possession at the time the other party provided it;
   3. that the receiving party has received from a third party whereby that third party was entitled to provide this information to the receiving party;
   4. that is made public by the receiving party as a result of a legal obligation.
3. The obligation of confidentiality described in this article applies for the duration of this Agreement and will continue to exist after the termination, dissolution or completion of the Agreement.

**Article 10 – Duration and termination agreement**

1. The Agreement between Client and Real Challenge will be valid for the respectively agreed term, which is mostly the length of the access to the Services.
2. Only Real Challenge is authorized to terminate the Agreement prematurely without giving reasons, not the Client (subject to Article 6.4).
3. Real Challenge is furthermore entitled to cancel the Agreement with the Client (without stating the reason and/or observing a cancellation period) if: (i) the bankruptcy of the Client is pronounced; (ii) Client applies for its own bankruptcy or suspension of payment; (iii) a substantial part of the Client's assets is seized; (iv) Client violates applicable laws or regulations, including (but not limited to) legislation relating to: criminal liability, fraud, misappropriation, (bankruptcy) fraud, bribery or corruption; (v) Client acts unlawfully towards Real Challenge; (vi) in a situation as referred to in Article 6.3. In the event of (fear of) one of the aforementioned situations, the Client must inform Real Challenge in a timely manner.
4. If the Agreement is dissolved by Real Challenge due to an attributable failure in the fulfilment of the Agreement by the Client, the Client must, in addition to compensation, pay the costs incurred with regard to the Services performed up to then.
5. The Client is only permitted to terminate the Agreement after Real Challenge has demonstrably been held responsible for an attributable shortcoming on the part of Real Challenge and Real Challenge has failed to rectify this shortcoming after notice of default. This authority to dissolve does not affect the Client’s obligation to payment for the Services already performed by Real Challenge.
6. If, for whatever reason, the Services are terminated prematurely, the Client is not permitted to use the Services made available to him and any license granted to the Client within the framework of the Agreement will lapse.

**Article 11 – Applicable law**

1. Only Dutch law applies to the legal relationship between Real Challenge and the Client.
2. The Court of Amsterdam is competent (in the first instance) to take cognizance of any dispute between Real Challenge and the Client, unless the law prescribes otherwise.