

POSITIVESEPARATION.COM

Terms and Conditions

Family Soul B.V. | The Family Soul
Happy Family Soul | Happy Again! | Positive Separation
ShareHappyAgain | Methode Positief Scheiden

1. Terms

These Terms and Conditions are entered into by and between You and Family Soul B.V., (“Company”, “we” or “us”) a limited liability company established under the laws of The Netherlands. The following Terms and Conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms and Conditions”), govern your access to and use of

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The website is only offered and available to users who are 18 or older and fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions. If you do not meet all the foregoing requirements, you must not access or use any website.

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You may use the website only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the website (a) in any way that violates any applicable local or international law or regulation; (b) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; (c) to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation; (d) to impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); or (e) to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the website, or which, as determined by us, may harm the Company or users of the website or expose them to liability.

3. Disclaimer

Although anyone may find the teachings, practices, disciplines, techniques, examples, and anecdotes available in the website(s), the books *The Family Soul*, *Happy Again! The Art of Positive Separation* and *Je Wordt Weer Gelukkig – version 2013//2016* and the products and methods of Family Soul B.V. to be useful, the website(s), book(s), products and methods are available with the understanding that Family Soul B.V. is not engaged in presenting any specific relationship, financial, tax, career, legal, psychological, emotional, or health advice. Nor is anything in the books *The Family Soul*, *Happy Again! The Art of Positive Separation* and *Je Wordt Weer*

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4. Privacy Policy

Please read the Privacy Policy of the website and the Family Soul B.V. at www.TheFamilySoul.nl

5. Changes to the Terms and Conditions

The Company may revise and update these Terms and Conditions from time to time in its sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the website thereafter. Your continued use of the website following the posting of revised Terms and Conditions means that you accept and agree to the changes. We encourage and expect you to consult the Terms and Conditions each time you access a website, so you are aware of any changes, as they are binding on you.

6. Accessing the website and Account Security

To access the website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the website that all the information you provide on the website is correct, current and complete. You agree that all information you provide to register with this website or otherwise, including but not limited to through the use of any interactive features on the website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms and Conditions.

We reserve the right to withdraw or amend the website, and any service or material we provide on the website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the website, or the entire website, to users, including registered users. You are responsible for (a) making all arrangements necessary for you to have access to the website and (b) ensuring that all persons who access the website through your internet connection are aware of these Terms and Conditions and comply with them.

7. Trademarks

You recognize that any of the trademarks, trade names, designs, copyrights and other such propriety rights, used on or embodied on the website, methods and products ("**Proprietary Rights**"), shall remain the exclusive property of Family Soul B.V. You shall not have or acquire any right, title or interest in the Proprietary Rights.

8. Limitations of liability

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the website will be free of viruses or other destructive code(s). You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or any services or items obtained through the website or to your downloading of any material posted on it, or on any website linked to it.

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Without limiting the foregoing, the Company is not acting as a psychologist, medical advisor, financial advisor or legal advisor and does not guarantee that you will achieve any particular result from using the website or from participating in the Company’s membership programs located on its websites.

In no event will the Company, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the website, any websites linked to it, any content on the website or such other websites or any services or items obtained through the website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages in case of gross negligence and willful misconduct, so this limitation may in that case not apply to you. In no event shall our total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of the value of the ordered books, programs, trainings or (consultancy) services. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

9. Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms and Conditions or your use of the website, any use of the website’s content, services and products other than as expressly authorized in

these Terms and Conditions or your use of any information obtained from the website.

10. Links

The Company has not reviewed all the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the Company of the site. Use of any such linked website is at the user's own risk.

11. Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

12. Entire Agreement

The Terms and Conditions and the other documents specifically incorporated herein constitute the sole and entire agreement between you and the Company with respect to the website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the website. Neither you nor Company are relying on any representation not contained herein (or in the other documents specifically incorporated herein).

13. Governing Law

The interpretation, execution and/or validity of the Terms and Conditions and any claim, relating to the Company's website shall be governed by the laws of The Netherlands without regard to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall not apply to these Terms and Conditions.

All disputes concerning the website, these Terms and Conditions and the execution thereof shall be settled by the competent court of The Hague, The Netherlands.

14. Contact

If you have any questions about the website, its content or the Terms and Conditions, please contact Family Soul B.V. at Info@TheFamilySoul.nl