



## Algemene voorwaarden KMcakes – Business Guides + mentoring

### 1. THE SERVICE

KMcakes is a wedding and birthday cake producer offering guidance based on my own experience setting up a business in the Netherlands. I provide online resources and one-to-mentoring to help you start, grow or develop a small (food) business.

I do not give advice and nothing on this website or imparted during mentoring sessions is to be construed as advice. I offer guidance but it is your sole responsibility to determine what, if anything, may be suitable for you in your situation.

The content of the website and one-to-one sessions is for your general information and use only. Nothing is to be deemed advice. It is merely opinions and you should not rely on any information on the website or imparted during mentor sessions as advice.

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### 2. USE OF THE WEBSITE

To access my website, or to join a one to one mentoring session, you must be over the age of 18. You must have the requisite mental capacity to enter into these terms and conditions.

All information on the website is subject to change at any time without notice and I provide no warranty or undertaking that anything will remain on the site for any set period. Information may be removed without notice.

I retain the right to block your access to the website for any reason. If your access is blocked due to a breach of the terms and conditions (for example, sharing or publicising your login details) you will not be reimbursed.

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### 3. INFORMATION

I do not provide any warranty or guarantee as to the accuracy, timeliness, performance, reliability, completeness or suitability of the information and materials on the website or shared during mentoring sessions for any particular purpose.

You acknowledge that information and materials found on the website or imparted during a mentoring session may contain inaccuracies, mistakes, incorrect information or errors and I expressly exclude liability for any such inaccuracies, mistakes, incorrect information or errors. The website or mentoring guidance may also contain out of date information.

All content provided on this website and during mentoring sessions, including information that may be provided by linking to third-party websites are provided for informational

purposes only. Please consult with a Legal or tax advisor or other professional regarding any actions or decisions made for your business or hobby. Information on this website or shared during mentoring sessions should not be considered as a substitute for advice from the government, an accountant, lawyer, tax adviser or professional body. KMcakes takes no responsibility for the success or otherwise of your business.

You acknowledge that it is entirely your responsibility to check and ensure that you are complying with all laws and legislation that may apply to your business.

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### 3. LINKS TO OTHER WEBSITES

I may share links to other websites. These links are provided for your convenience to provide further information. They do not signify that I endorse or agree with any content on the linked websites. You acknowledge that I am not responsible for the content of the linked websites.

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### 4. ONLINE MEMBERSHIP

Prices shown include 21% BTW.

The membership plans have a one-time payment which provides you with access to the information contained on that part of the website. This starts from the day you purchase the guide.

The length of time you will have access to the guide is clearly stated at the checkout.

For guides with 'Lifetime access', this is defined as so long as KMcakes is providing support and access to the guide.

All information on the website is subject to change at any time without notice and I provide no warranty or undertaking that anything will remain on the site for any set period. Information may be removed without notice.

Once payment has been made and access has been granted, it is possible to cancel your membership but no reimbursement will be made.

By making a payment, you are expressly confirming that you have authority to use that bank account or card. If you are using another person's card, it is up to you to obtain consent from them. If you do not and they take action or seek to charge back the payment, you agree to indemnify me by making the original payment and covering my fees and expenses in dealing with the issue.

Payments are taken in EURO €. If your bank account is in another currency, your bank may charge you a foreign currency conversion fee for processing the payment.

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### 5. ONE-TO-ONE MENTORING

Prices shown include 21% BTW. Payment is made up front before a mentoring session takes place. Sessions can be cancelled up to 1 week before a scheduled session for a full refund.

Once a session has taken place, no refunds will be issued in any circumstances. While I make every effort to both pre-assess your questions for suitability and to provide you with helpful

guidance, I can not guarantee that the information imparted during the session will be useful to you. This is no grounds for a refund.

Any documents, information or tips are intended solely for your use. These are the intellectual property and copyright of KMcakes and are intended for your personal use only. They should not be distributed further.

By making a payment, you are expressly confirming that you have authority to use that bank account or card. If you are using another person's card, it is up to you to obtain consent from them. If you do not and they take action or seek to charge back the payment, you agree to indemnify me by making the original payment and covering my fees and expenses in dealing with the issue.

Payments are taken in EURO € If your bank account is in another currency, your bank may charge you a foreign currency conversion fee for processing the payment.

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## 6. COPYRIGHT

All training materials, recordings, content, sounds, videos and images remain the property of KMcakes at all times, and are subject to copyright. No reproduction, sharing or copying of materials is permitted without prior written consent from KMcakes or her legal representative.

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## 7. INTERRUPTION OF SERVICE

KMcakes cannot guarantee that the web interface will be operational and available to you all the time. KMcakes is not be liable to you, and you will not be entitled to a refund, credit or damages if the content of the website is unavailable for any reason whatsoever.

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## 8. YOUR RESPONSIBILITIES

You are responsible for keeping your account, password and login details confidential. You may not authorize anyone else to access your account.

KMcakes is not responsible for any loss you suffer as a result of these details being disclosed, and you must indemnify/reimburse KMcakes for any loss I suffer as a result. If a third party accesses or attempts to access your account I reserve the right to terminate your membership without refund.

If you publish, share or otherwise distribute any content from the website, your password or other login details you agree to indemnify/reimburse KMcakes for any loss incurred. You expressly agree not to distribute any content found on the website in any form.

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## 9. KMCACKES' LIABILITY

In the event that you make any claim against KMcakes for any reason, my liability to you is capped at €50. Als KMcakes aansprakelijk mocht zijn voor enigerlei schade, dan is de aansprakelijkheid van KMcakes beperkt tot €50.

To the fullest extent permissible under applicable law, KMcakes disclaim any and all warranties of any kind, whether express or implied, in relation to our products and services. KMcakes will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations or otherwise out of or in connection with the Conditions for: (i) any economic losses (including without limitation loss of revenues, profits, anticipated profits, contracts, data, business or anticipated savings); (ii) any loss of goodwill or reputation; or (iii) any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions. In no event shall KMcakes' cumulative liability to you exceed the total purchase price of the service you have purchased from KMcakes, and if no purchase has been made by you KMcakes cumulative liability to you shall not exceed €50.

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## 10. GOVERNING LAW AND JURISDICTION

These General Terms and Conditions and any matter relating to KMcakes (including non-contractual matters) are governed by the laws of The Netherlands. You agree that any dispute shall be subject to the exclusive jurisdiction of the courts of The Netherlands.