



GENERAL TERMS AND CONDITIONS

The website will.be (hereafter '*Website*') and the Will platform (accessible via the Website, hereafter '*Platform*') are made available by HUMAN EXCELLENCE BV, with registered office in Belgium, 3010 Leuven, Heidebergstraat 262, with company number 0892.755.336, VAT number BE 0892.755.336 and with trade name 'Will' ('*Will!*', '*us*' or '*we*' or any other similar expression).

These general terms and conditions (hereafter '*Conditions*') apply to access to and use of the Website and the Platform as well as to the programmes that can be purchased via the Platform.

These programmes relate to coaching in the field of *mind, body, work* and *life* and can only be used online, via the Platform, after purchase (hereafter '*Programmes*').

These Conditions form, together with the [Privacy Policy](#) and [Cookie Policy](#), a binding agreement between Will and the user of the Website, the Platform and/or the Programmes ('*User*', '*your*' or '*you*' or any other similar expression).

Please read these Conditions carefully before using the Website, the Platform and/or the Programmes as they contain provisions on access, liability, dispute resolution, etc.

We recommend that you print and keep a copy of these Conditions or save it to your computer.

In case of questions or complaints, you can reach us via mail@will.be or telephone number +32 (0)468 58 59 60. We try to answer your question or complaint as quickly as possible, and at least within 14 days.

1. Accepting the Conditions

By using the Website, the Platform and/or the Programmes, the User accepts the Conditions. If you do not understand the Conditions (or part of them), or when reading the Conditions you do not agree with (part of) their content, you are requested not to use the Website, the Platform and/or the Programmes.

You must accept the Conditions in full when registering for the Platform and purchasing any Programme via the Platform. By ticking the box '*I have fully read and understood the terms and conditions and accept their contents*' during registration and/or purchase, you agree to have read, understood and accepted these Conditions in full.

If you do not agree to the Conditions when registering and/or purchasing, you cannot use the Platform or purchase the Programme, respectively.

Only registered Users can access and use the Platform.

2. Programmes

2.1 Range



Will sells the Programmes on its Platform. Will may at any time supplement, change or discontinue the range of Programmes offered for sale without prior notice to the User and without any right to compensation for the User, on the understanding that purchased Programmes will always remain available to the User who purchased them.

2.2 Purchase

To purchase Programmes, we ask you to (i) identify yourself (via your account or by entering your first name/surname/email address), (ii) indicate whether you want an invoice (company name and form, registered office and VAT number), (iii) choose a password (if you do not yet have an account), (iv) fill in any promotional code (see point 2.4 below), (v) tick the boxes '*I have fully read and understood the general terms and conditions and accept their contents*' and '*I have fully read and understood the privacy policy and cookie policy and accept their contents*' and, if desired, tick the box '*Yes, Will can send me encouragement during the programme*' and '*Yes, Will can keep me informed about new programmes and blog articles*', and (vi) click 'REGISTER AND PAY' to complete the purchase.

The agreement is concluded as soon as Will has received your payment and you have received a confirmation of your purchase by e-mail.

You can see which Programmes you have purchased on the Platform.

2.3 Notebooks

After purchasing each Programme, you can choose whether you also want to receive a notebook (Will workbook). To do this, you must (i) tick the box '*Yes, I would like to receive a free Will workbook*', (ii) enter your address (by ticking the box '*Use the same address as for my invoice*' or entering your street name, number/box, postcode and town/city) and (iii) clicking 'SEND'. You can order a maximum of one notebook per purchased Programme.

The notebook will be sent in neutral packaging, without any mention of Will.

These notebooks are free and the shipping costs are covered by Will (only for shipment in Belgium and The Netherlands).

2.4 Promotional codes

We regularly issue promotional codes that can be used when purchasing Programmes.

Promotional codes have no monetary value and cannot be exchanged for cash under any circumstances.

If the promotional code is unique, it is non-transferable and can only be used by the intended User.

Will reserves the right to cancel or block the promotional code if necessary.

2.5 Right of withdrawal

If the Programme you purchased is not what you expected it to be, you can exercise the right of withdrawal within 14 days of your purchase of the Programme. Will reserves the right, in its sole discretion, to issue your refund via a Will promo code, via wire transfer or via your original method of payment, subject to the capabilities of our payment service providers and other factors. An administrative fee of EUR 25 will be charged and deducted for a refund. No refund is due to you if you request it after the 14 day warranty period has expired.

To exercise this right of withdrawal, please contact us at klachten@will.be to request a refund stating the reason why you are not satisfied and would like a refund. We will contact you to find out why you are not



satisfied and where exactly things went wrong. We will discuss how you experienced the exercises and try to find out why you are not getting results. Maybe we can find a solution together and get you back on track. If this is not possible, we will refund your money according to the options stated above.

2.6 Right of Use Programmes

By purchasing the Programme, you receive a personal, worldwide, non-transferable, exclusive, non-sublicensable license (right of use) to the Programme for the entire legal term of protection of the intellectual property rights attached thereto.

3. Your use of the Website, the Platform and the Programmes

You may only use the Website, the Platform and the Programmes in accordance with these Conditions and in a manner that complies with all applicable laws and the use that a normally prudent and diligent person would make of it.

The equipment necessary to use the Programmes (smartphone, tablet, PC, internet connection, etc.) will of course be borne by you without entitlement to any reimbursement from us.

4. Accounts, passwords and security

You must have an account to access the Platform. This account is created with the first purchase of a Programme, see above.

The User is solely responsible for maintaining the confidentiality and security of the login details and passwords (for the Platform), and for all activities that occur under these login details and passwords, whether or not the activity is authorised (on the Platform).

Please contact us immediately if you suspect that an unauthorised person knows your password or if the password is being used in an unauthorised manner. If we suspect that security is being breached or that the Platform is being misused, we reserve the right to request you to change your password or suspend your account.

We are not liable for any loss or damage resulting from the User's failure to secure their password and/or account.

Each account is personal and therefore may not be transferred or lent to third parties.

Will cannot and will not be held liable for any loss or damage resulting from your failure to comply with these obligations.

5. Personal data and privacy protection

Where personal data is collected and processed, Will attaches the utmost importance to the protection of your privacy when handling that personal data. Please read our [Privacy Policy](#) and [Cookie Policy](#) in relation to this.



In the context of monitoring, Will collects and processes information related to the use of the Website and the Platform. Monitoring is aimed at obtaining clarity regarding the use of the Website and the Platform so that, among others, timely adjustments can be made and the needs of Users can be met. For this monitoring, information will be collected at the population level, not at the level of the individual User. This anonymised data is stored separately from the data that Users enter.

6. Intellectual property

All information on the Website and the Platform, including all programmes, blogs, texts, photos, films, images, data, databases, software, names, domain names, brands, logos and other components that appear on the Website and the Platform (the *'Information'*), is protected by Will's intellectual property rights.

Without prior written consent from Will, you are prohibited from storing, reproducing, modifying, disclosing, distributing or transmitting the Information for free or for a fee in any way that violates Will's intellectual property rights.

The Information, and in particular the programmes, is intended for personal, non-commercial use only. You may not reproduce (except as provided above), publish, transmit, distribute, display, perform, modify or change the Information or any portion thereof, or create derivative works from, sell or exploit the Information. Nor may you use the Information or otherwise for any public or commercial purpose.

Certain brands, trade names, registered trademarks and logos used or displayed on the Website, Platform and Information are registered or unregistered brands and trade names of Will or third parties. Nothing on the Website and the Platform may be interpreted as granting you, implicitly, expressly or otherwise, any right or license to use any brand, trade name or logos on the Website, on the Platform or in the Information.

We reserve the right to take action (including taking legal action) against any breach of the aforementioned or any other part of the Conditions by any party.

7. Service

Will endeavours to keep the information on the Website and the Platform up to date as much as possible. Nevertheless, it is possible that displayed information is no longer accurate, complete or otherwise incomplete. Although you can draw our attention to this, after which we have the opportunity to adjust this information, we do not accept any liability for this.

We also make every effort to protect and secure the Website, the Platform and the Programmes with all reasonable means and to minimise any inconvenience caused by technical errors. However, we cannot exclude the occurrence of such errors and are therefore not liable for them. The Website and the Platform must also be maintained from time to time. As a result, we cannot guarantee that access to the Website, the Platform and the Programmes will never be interrupted or hindered. Will will therefore not be liable in the event of unavailability of the Website, the Platform or the Programmes due to any of the aforementioned reasons.

Will will do everything reasonably possible to protect the Website and the Platform against computer viruses and other malware. However, given the nature of these hazards, you acknowledge that we cannot provide absolute protection and that you will take all necessary steps to protect your own equipment or programmes.



Will is a member of BeCommerce and endorses the [BeCommerce Label Code of Conduct](#). Should you have a dispute with Will regarding Will's compliance with this Code of Conduct, after first attempting to resolve the dispute directly with Will, you may submit a complaint to the BeCommerce Disputes Committee at the following link: https://www.becommerce.be/en_US/alternative-dispute-resolution.

For disputes of a cross-border nature, you can appeal to the Online Dispute Resolution platform of the European Union via this link: ec.europa.eu/odr.

8. Liability

To the maximum extent permitted by law, in no event shall Will be liable for indirect or consequential damages (such as, but not limited to, loss of time, emotional loss, loss of opportunity, loss of data, loss of profit, etc.) arising directly or indirectly from the use of the Website, the Platform and the Programmes, including but not limited to actions you have taken as a result of the information that was or is available on the Website or the Platform, the impossibility to use the Website or the Platform, the fact that certain information is not accurate or complete, etc.

Subject to applicable law, Will's contractual and extra-contractual liability with respect to direct damages in connection with the use of (i) the Website and the Platform is limited to 25 euros and (ii) the Programmes are limited to the purchase price of the particular programme. However, nothing in these Conditions of Use shall exclude Will's liability in respect of wilful misconduct or gross negligence.

9. Termination and suspension of your account

You can terminate your account at any time. To do this, you must log in and then click on 'Delete profile' at the bottom of 'My profile'.

Without prejudice to its other rights under these Conditions and applicable law, Will may suspend or terminate your account with immediate effect and without judicial intervention if you breach these Conditions and if such breach, if remediable, is not fully remedied within a reasonable time, depending on the specific circumstances. Upon suspension of your account in accordance with these Conditions, your access to the Platform and your right to use the Programmes will be temporarily terminated for the duration of the suspension.

10. Modifications

Will always reserves the right to modify the Conditions and will always notify you by email, prior to the entry into force of the new Conditions.

11. General provisions

It is your responsibility to verify and comply with applicable local, international laws, statutes, rules and regulations (including minimum age requirements).



If any part of these Conditions should be held invalid or unenforceable for any reason by any court or tribunal of competent jurisdiction, that part shall not apply without prejudice to the other provisions of the relevant Conditions, and the invalid or unenforceable provision will be replaced by a valid or enforceable provision that is as close as possible to the original intention of the parties.

If we/you do not exercise the rights in whole or in part or we/you allow a breach of the Agreement, subsequent exercise of that right by us/you will not be prevented nor will we/you waive the right to act against subsequent violations of the same or any other provision of the Agreement. Our/your rights and legal remedies under the Agreement are cumulative, and the exercise of any right or legal remedy in no way limits our/your rights to exercise any other right or legal remedy.

12. Applicable law and jurisdiction

The Conditions and any dispute arising out of or in connection with the Conditions shall be governed by and interpreted in accordance with Belgian law.

Any dispute regarding the validity, interpretation or implementation of these Conditions will be definitely settled by the competent courts of Leuven (Belgium).

Last modification date: 09/01/2023