

General Terms and Conditions of Psyflix B.V.

Effective from 1st of March 2026

Article 1 – Definitions

In these Terms and Conditions, the following definitions apply:

Subscription:

A subscription that entitles the user, for a specific period of time, to use (part of) the Psyflix Platform. A Subscription provides access to one or more Accounts.

Account:

The personal environment within the Psyflix Platform to which the (employee of the) Customer gains access after entering their login credentials (email address and password).

Payment Method:

A current, valid, accepted payment method that may be updated from time to time.

Intellectual Property Rights:

All intellectual property rights and related rights, such as copyrights, trade name rights, trademark rights, design rights, patent rights, database rights and neighboring rights, as well as rights relating to know-how and trade secrets.

Customer:

Any natural person (individual) or legal entity (organization/institution) that enters into an Agreement with Psyflix. The (employee of the) Customer gains access to (the personal environment within) the Platform via an Account.

Standalone (Live) Course:

A (live) webinar, or a series of (live) webinars, in which a Customer can participate, whether or not for a fee, without having taken out a Subscription.

Agreement:

The agreement between the Customer and Psyflix. The Agreement concerns either a Subscription or an agreement to participate in a Standalone (Live) Course.

Platform:

The Psyflix service consisting of an online video platform for psychotherapy, accessible via the website www.psyflix.net. Through the Platform, Psyflix content is made available via streaming on demand for mental healthcare professionals and related services are provided, such as – but not limited to – awarding accreditation points.

Psyflix:

The private limited liability company Psyflix B.V., established at Baarnsche dijk 4, (3741LR) Baarn, the Netherlands, registered with the Dutch Chamber of Commerce under number 81321678.

Psyflix Content:

(Live) masterclasses, webinars, e-learnings, courses and other forms of continuing professional education



accessible through the Platform.

Terms and Conditions:

These general terms and conditions.

Article 2 – Identity of Psyflix

User name: Psyflix

Registered address: Baarnsche dijk 4, 3741LR Baarn

Telephone number: +31 6 41377938

Availability: Monday to Friday from 09:00 to 17:00

Email: info@psyflix.net

Website: www.psyflix.net

Chamber of Commerce number: 81321678

VAT number: NL862047407B01

Article 3 – Formation of the Agreement and Use of the Platform

These Terms and Conditions apply to all offers and quotations, Agreements, as well as any use of the Psyflix Platform.

The Terms and Conditions are easily accessible electronically on the Psyflix website and will be sent free of charge upon request.

All offers and quotations from Psyflix are non-binding unless Psyflix has explicitly stated otherwise in writing.

Psyflix offers various Subscriptions. The different Subscriptions and their associated conditions can be found on the Platform and will also be provided by Psyflix in various communications directed at the Customer. It is not permitted for multiple individuals to use the same individual subscription. However, Psyflix offers the option to purchase a Group Subscription. Under a Group Subscription, each individual can gain access to the platform at a reduced rate. For more information, the Customer may contact Psyflix.

Psyflix reserves the right to suspend an individual account without refund of the subscription fee if we detect indications that one account is being shared by multiple people. In addition, we may require the email address to be changed from a general email address to a personal email address.

Psyflix offers various Standalone (Live) Courses. The different Standalone (Live) Courses and the applicable conditions can be found on the Platform and will also be provided by Psyflix when the Customer registers or in other communications directed at the Customer. A Subscription to the Platform is not required to participate in a Standalone (Live) Course.

Psyflix is entitled at all times to amend or supplement these Terms and Conditions. The most current version of the Terms and Conditions can be found on the Platform. Psyflix will announce amendments to the Terms and Conditions prior to their entry into force via its website and newsletters. If the (employee of the) Customer continues to use the Platform after the Terms and Conditions have been amended and/or supplemented, this constitutes irrevocable acceptance of the amended and/or supplemented Terms and



Conditions.

The applicability of any (general) terms and conditions used by the Customer is explicitly rejected.

An Agreement is concluded when the Customer completes all (online) steps required to enter into the Agreement. The Agreement grants the (employee of the) Customer access, via an Account, to the Psyflix Content or to a Standalone (Live) Course.

In order to use the Psyflix Platform, it is necessary to create an Account on www.psyflix.net. Each (employee of the) Customer is required to use their own name when creating an Account and may not use a general email address such as info@ or practice@. The (employee of the) Customer is not permitted to allow third parties to use their Account or make it available to third parties. If this nevertheless occurs, we reserve the right, after a warning and in the absence of a response, to block the account without refund.

The (employee of the) Customer is responsible for keeping their login credentials confidential. If the (employee of the) Customer suspects that someone else is using their Account, this must be reported immediately to Psyflix.

The Customer is fully responsible and liable for all actions performed using the Platform and/or the Psyflix Content.

Without prejudice to the other provisions of these Terms and Conditions, it is not permitted to:

- Use the Platform for purposes other than those described in these Terms and Conditions;
- Resell Psyflix Content and/or use it for commercial purposes;
- Use viruses, Trojan horses, worms, bots, or other software or technical tools that may damage the Platform, render it inaccessible, or are intended to circumvent technical protection measures.

If the Customer wishes to make changes to the execution or nature of the Agreement after it has been concluded with Psyflix, this must be communicated to Psyflix in a timely manner. Psyflix cannot guarantee that such changes will be implemented. Any additional costs resulting from such changes will be charged to the Customer.

Article 4 – Services

Psyflix strives to ensure the highest possible availability, quality, reliability and security of the Platform and the Psyflix Content and Standalone (Live) Courses. However, Psyflix does not provide any guarantees in this respect.

The (employee of the) Customer is responsible for ensuring that they have the necessary equipment, software, a properly functioning internet connection, and adequate security for their computer systems in order to use the Platform. The Psyflix website specifies, where necessary, the settings required to use the Platform.

The (employee of the) Customer accepts that the Platform and Psyflix Content contain only the functionalities and other characteristics as they are available at the time of use (on an “as is” basis).

Psyflix expressly excludes all express and implied warranties, undertakings and indemnities of any kind, including but not limited to warranties regarding the quality, safety, legality, integrity and accuracy of the Platform, unless otherwise stipulated in these Terms and Conditions.

Psyflix reserves the right to make adjustments to the Platform at any time and without prior notice to the



(employee of the) Customer, including technical adjustments, improvements, and the addition, modification or removal of functionalities.

Psyflix is not obliged to maintain, modify or add specific properties or functionalities of the Platform for a particular Customer.

Psyflix Customer Support can be reached via the contact form on www.psyflix.net or via info@psyflix.net. Psyflix aims to respond to questions within two business days.

Article 5 – Personal Data

In the context of Agreements, Psyflix processes personal data of (employees of) the Customer within the meaning of the General Data Protection Regulation (GDPR).

This personal data will be processed in accordance with the Psyflix Privacy Statement and applicable laws and regulations.

Article 6 – Prices, Invoicing and Payment Terms

The prices displayed on the Platform at the time of ordering apply to the different Subscriptions and Standalone (Live) Courses. All prices, quotations and cost estimates are stated in euros and include VAT unless otherwise indicated.

The method of payment depends on the chosen Subscription or Standalone (Live) Course and must be made in the manner and within the timeframes specified on the Platform.

If the Customer has opted for payment by direct debit, Psyflix may change its prices. Changed prices apply from the moment they are published and do not affect Subscriptions or Standalone (Live) Courses that have already been purchased.

Psyflix is entitled to suspend, temporarily restrict, or terminate its services and/or dissolve an Agreement if the Customer fails to meet their payment obligations. Any negative consequences resulting from suspension will be at the Customer's expense.

If the amount owed by the Customer cannot be debited from the account specified by the Customer, or if the Customer fails to make payment within the agreed term, the Customer will automatically be in default without any notice of default being required.

From the moment of default, the Customer will owe interest equal to the statutory (commercial) interest rate. Psyflix may decide to transfer the claim for collection. In that case, all extrajudicial costs incurred by Psyflix in connection with the late payment will be charged to the Customer.

The extrajudicial costs will be determined in accordance with the Dutch Act on the Standardization of Extrajudicial Collection Costs and will amount to a minimum of €40.

Article 7 – Payment Method and Renewals

If a member has purchased a subscription via an online payment method (such as Credit Card or iDEAL), the same payment method will be used for automatic charges upon renewal of the subscription.



If a member has paid via a manual invoice, the renewal will also take place via a manual invoice. In that case, the member will receive a new invoice at the start of the renewal period, which must be paid within the stated payment term.

Payment for Psyflix (live) courses can be made via an online payment method (such as Credit Card or iDEAL) via RINO Amsterdam or through the payment service Stripe, or via a manual invoice, depending on the participant's preference. If a manual invoice is chosen, the participant will receive an invoice that must be paid within the stated payment term in order to confirm participation.

Psyflix will process all refunds as quickly as possible. We aim to process refunds within 3 business days, but in no case will this take longer than 2 weeks. Refunds will be issued using the same payment method that was originally used, unless otherwise agreed.

Article 8 – Guidance and Services Included with a Psyflix Subscription and Live Courses

1. Professional Subscription

Access and Services

The Professional annual subscription provides full access to all content on psyflix.net, including the possibility to participate in webinars.

Guidance

- Instructional emails with explanations and tips on how to use our platform.
- Customer support available Monday to Friday for questions or assistance.
- Biweekly emails with viewing tips and recommendations based on popular or new content.

2. Professional Plus Subscription

Access and Services

With the Professional Plus annual subscription, subscribers receive full access to all content on psyflix.net, including participation in webinars. In addition, this subscription offers the possibility to obtain accreditation points through our accredited e-learning.

Guidance

- Instructional emails for an optimal user experience.
- Customer support available Monday to Friday for questions and support.
- Biweekly viewing tips by email with recommendations and updates about relevant content.

3. Psyflix Academy Course

Guidance and Services

Participants in a Psyflix Academy course receive extensive guidance from the Psyflix team. This includes all necessary (practical) information to successfully complete the course.

Customer Service and Support

- Customer support available Monday to Friday for questions or assistance during the course.



- One or more staff members are present during the course for direct support.

Article 9 – Cancellation of (Live) Courses

In exceptional cases, a (live) course may be cancelled, for example due to insufficient registrations, illness of the speaker, or other cases of force majeure.

In such cases, Psyflix will inform the participant of the cancellation as soon as possible. The paid course fee will then be fully refunded to the participant within the usual period of two weeks.

Article 10 – Duration and Termination

The Subscription is entered into for a period of one year. After the end of the current term, the Agreement will automatically be renewed unless the Customer informs Psyflix no later than fourteen (14) days before the end of the term that they wish to terminate the Subscription.

After renewal, the Agreement may be terminated by the Customer at any time with a notice period of fourteen (14) days.

Termination of the Agreement can be done by contacting Psyflix Customer Support via the contact form on www.psyflix.net or by sending an email to info@psyflix.net.

After termination of the Agreement, the (employee of the) Customer will retain access to the Platform and Psyflix Content until the end of the subscription period.

If the Customer is a consumer, they may cancel the Subscription within fourteen (14) days after entering into it. A consumer is defined as a Customer who is a natural person using the Platform for purposes outside their trade, business, or profession.

Psyflix may ask for the reason for withdrawal, but the Customer is not obliged to provide one. Psyflix will refund the amount paid by the Customer on a pro rata basis within fourteen (14) days after receiving the notice of withdrawal.

If the Customer wishes to exercise the statutory right of withdrawal in accordance with Article 6.2, they may do so during the reflection period using the model withdrawal form, by sending an email to Psyflix Customer Support via www.psyflix.net or info@psyflix.net, or by any other unequivocal statement. Psyflix will immediately confirm receipt.

After the period of fourteen (14) days following the conclusion of the subscription, it is no longer possible for the Customer to cancel the subscription. If the Customer has not exercised the right of cancellation within this period, the Customer remains obliged to pay the full subscription fee for the entire contract period.

The Agreement for participation in a Standalone (Live) Course ends automatically after participation in the relevant webinar (or series of webinars).

The Customer may cancel participation in a Standalone (Live) Course free of charge up until the moment the course starts. If the Customer has already participated in part of a series of Standalone (Live) Courses, Psyflix will refund the amount paid on a pro rata basis.

Psyflix may terminate an Agreement without giving reasons with a notice period of three months



("termination for convenience").

Psyflix may terminate an Agreement immediately, in whole or in part, without notice of default or court intervention and without any obligation to pay damages or compensation, if:

- the Customer – if a legal entity – applies for suspension of payments, files for bankruptcy, has bankruptcy filed against them, is declared bankrupt, or if a substantial part of the Customer's assets is seized;
- due to a change in circumstances it is no longer possible for Psyflix to provide access to the Psyflix Content or operate the Platform in an economically responsible manner.

Both Psyflix and the Customer have the right to terminate the Agreement in whole or in part if the other party fails to fulfil its obligations under the Agreement and, after a proper and as detailed as possible written notice of default granting a reasonable period of at least 30 days to remedy the failure, continues to fail to comply.

Provisions which by their nature are intended to remain in force after termination of the Agreement will remain fully applicable after termination.

Article 11 – Intellectual Property Rights and Use of Psyflix Content

1. Intellectual Property

All Intellectual Property Rights relating to the Platform and the Psyflix Content, including but not limited to videos, webinars, e-learnings, courses, texts, images, photographs, hand-outs, assessment materials, designs, software, audiovisual material, databases and other materials, are exclusively vested in Psyflix or its licensors.

Entering into an Agreement or obtaining access to the Platform does not result in the transfer of any Intellectual Property Rights.

2. Limited License

Subject to these Terms and Conditions, Psyflix grants the Customer a limited, personal, non-exclusive, non-transferable, non-sublicensable and revocable right to:

- use the Platform;
- view and consult Psyflix Content;

solely for personal and professional educational purposes and exclusively through the Platform and in the manner made technically available by Psyflix.

3. Prohibited Actions

Without prior written permission from Psyflix, the Customer and/or the Customer's employee is expressly prohibited from:

- copying, downloading, storing, reproducing or modifying Psyflix Content in whole or in part;
- making Psyflix Content publicly available or providing it to third parties;



- distributing, reselling, renting or commercially exploiting Psyflix Content;
- making recordings (image and/or sound) of the Platform or Psyflix Content;
- removing, circumventing or bypassing technical security measures;
- removing or altering notices relating to Intellectual Property Rights.

4. Prohibition of Use in Own Media or Publications

The Customer and/or the Customer's employee is expressly prohibited from using, reproducing, editing, publishing or otherwise making public any image or audio material originating from the Platform obtained through a Subscription or participation in a Standalone (Live) Course in their own media or publications.

This includes, but is not limited to:

- websites and online platforms
- social media
- television programs
- radio broadcasts
- podcasts
- printed materials
- presentations
- training materials
- newsletters
- digital or physical publications

This prohibition applies regardless of whether the use is commercial or non-commercial.

5. Protection of the Privacy of Individuals

The Customer acknowledges that violation of this prohibition may not only infringe Psyflix's Intellectual Property Rights but may also result in a serious violation of the privacy, portrait rights and/or personal integrity of the individuals visible or audible in the Psyflix Content.

These individuals have granted permission exclusively for publication via the Psyflix Platform and have not granted permission for any other use outside the Platform.

The Customer indemnifies Psyflix against claims by third parties resulting from violation of this article.

6. Penalty Clause

In the event of a violation of the provisions of this article, the Customer will owe Psyflix, without any notice of default or court intervention being required, an immediately payable penalty of:

- €10,000 per separate violation;
- increased by €2,000 for each day or part thereof that the violation continues.

This is without prejudice to Psyflix's right to:

- claim full compensation for damages;
- demand immediate cessation of the infringement;
- take other legal measures.



Article 12 – Liability

Although Psyflix strives for the highest possible availability and quality of the Platform and Psyflix Content, Psyflix does not accept liability for damages resulting from the offering of the Platform, including but not limited to damages arising from inaccuracies or incompleteness in the Psyflix Content or inaccessibility of the Psyflix Content, or resulting from unlawful acts, insofar as permitted by mandatory law.

Psyflix is not liable for disruptions, limitations or errors in the electronic services of Psyflix, such as access to the Account and the electronic services of third parties, including providers, network operators or other telecommunications networks.

The only action available to the (employee of the) Customer if they believe they have suffered damage is to cease using the Platform and/or delete their Account.

If Psyflix is nevertheless liable for damages, such liability will be limited to compensation for direct damages suffered by the (employee of the) Customer as a result of a failure attributable to Psyflix or an unlawful act.

Direct damages include only:

- material damage to property;
- reasonable costs incurred to prevent or limit direct damages;
- reasonable costs incurred to determine the cause of the damage, the liability, and the method of repair.

In no event will Psyflix's total liability exceed the annual amount paid by the Customer for the Subscription or Standalone (Live) Course.

This limitation of liability does not apply in the event of intent or deliberate recklessness on the part of Psyflix or its management.

Any right to compensation for damages will only arise if the Customer reports the damage to Psyflix in writing as soon as possible after it occurs.

Any claim for damages against Psyflix expires twelve months after the claim arises.

This article also extends to all companies affiliated with Psyflix as well as its directors, managers, employees, representatives and legal successors.

Article 13 – Force Majeure

Psyflix cannot be held liable for failure to fulfil an Agreement if this failure is the result of force majeure.

Force majeure includes, among other things:

- illness of employees or speakers;
- absence of employees essential to the operation of the Platform;
- defects or failures in equipment or machinery used;
- failures of suppliers of Psyflix;
- failures of third parties engaged by Psyflix;
- internet connection failures;



- hardware failures;
- failures in telecommunications networks;
- interruptions in electricity supply;
- strikes, riots, government measures, fire, pandemics, natural disasters, floods and other unforeseen circumstances.

If a Standalone (Live) Course (or part thereof) cannot take place due to illness or technical failures, Psyflix will refund the amount already paid by the Customer on a pro rata basis.

For Customers with a Subscription, this refund policy only applies if they have paid separately for the relevant Standalone (Live) Course.

In the event of force majeure, Psyflix is entitled to consider the Agreement wholly or partially dissolved or to cancel it without being liable for damages.

Article 14 – Complaints Procedure

Psyflix aims to respond to complaints within 2 business days and to work with the participant to find an appropriate solution.

Complaints will in all cases be handled within 1 month of receipt.

All communications regarding complaints will be carefully recorded and stored.

Complaints can be submitted to:

- Willemijn Salverda – willemijn@psyflix.net
- Delphine Coppens – delphinecoppens@psyflix.net
- Hardy de Heer – hardydeheer@psyflix.net

Submitting a complaint does not suspend the Customer's payment obligations.

All complaints are handled confidentially.

Complaint information will be retained for a maximum of 12 months and then deleted.

Article 15 – Appeal and Independent Third Party

Psyflix has an adequate complaints procedure that allows participants to appeal to an independent third party appointed by us.

This third party will issue a binding decision on the complaint.

After this decision, the participant retains the right to take legal action.

Upon request, the name of the independent third party will be provided to the participant.

Psyflix is affiliated with **De Geschillencommissie** (www.degeschillencommissie.nl).



Article 16 – Governing Law and Competent Court

These Terms and Conditions, the Agreement, and all use of the Platform are governed by **Dutch law**.

All disputes arising from or related to these agreements will be exclusively submitted in the first instance to the **District Court of Amsterdam**.

Article 17 – Duty to Provide Information

Article 6:227b paragraph 1 of the Dutch Civil Code does not apply to Agreements between Psyflix and Customers acting in the exercise of their profession or business.

Article 18 – Accreditation and Compliance with Professional Requirements

The e-learnings offered via Psyflix that are accredited by professional associations such as:

- the Association for Behavioral and Cognitive Therapies (VGct)
- EMDR Netherlands (VEN)
- the Federation of Healthcare Psychologists and Psychotherapists (FGzPt)

are always developed in accordance with the regulations and quality requirements of these associations.

These regulations are leading in the design, content and assessment of the relevant e-learnings.

It is the responsibility of the participant to verify whether a course is relevant to their professional group and complies with applicable accreditation requirements.

Article 19 – Privacy Statement

Psyflix processes personal data exclusively in accordance with the **General Data Protection Regulation (GDPR)** and other applicable laws and regulations.

Psyflix will treat all information received from customers with care. Information will in any case be considered confidential if it has been designated as such by the customer.

Psyflix is obliged to carefully safeguard and keep confidential all information, company data and customer databases obtained in the course of its work. These arrangements are laid down in the **Data Processing Agreement**.

Partners of Psyflix are likewise obliged to treat such information confidentially. Psyflix may record customer data for the performance of the Agreement and/or to inform customers about Psyflix products and those of carefully selected organizations related to accreditation.

Psyflix respects the privacy of the customer and will treat personal information confidentially in accordance with the GDPR. If the customer does not wish to receive such information, this can be communicated to Psyflix via the contact page.

