

General Terms and Conditions – De Forex Opleiding B.V.

These General Terms and Conditions apply to all services provided by De Forex Opleiding B.V. De Forex Opleiding B.V. is the trade name of the company registered as De Forex Opleiding B.V., under the trade name 'De Forex Opleiding B.V.'; located at Toppereend 60, 7827LR Emmen, the Netherlands, under the Chamber of Commerce number: 88922421 (also referred to as "De Forex Opleiding B.V.", "we" or "us").

By using our website and services, you indicate that you have read, understood and agreed to these general terms and conditions. If you do not agree with any of these conditions or future changes thereof, do not use the website at www.deforexopleiding.nl (the "Website"), or any of our services offered there related to De Forex Opleiding B.V. (the "Services").

BY USING THE SERVICES, YOU AGREE THAT THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY. NO INFORMATION OR COMMUNICATION ON THE SERVICES IS INTENDED AS PROFESSIONAL ADVICE ON A SPECIFIC INVESTMENT. THE SERVICES ARE INTENDED AS A GENERAL EXPLANATION OF HOW FOREX INVESTMENTS WORK. THE WEBSITE AND OUR SERVICES ARE NOT A REPLACEMENT FOR PROFESSIONAL FINANCIAL, LEGAL, OR TAX ADVICE. ALL DECISIONS OR ACTIONS YOU TAKE BASED ON OUR WEBSITE AND/OR SERVICES ARE YOUR OWN RESPONSIBILITY.

1. Definitions

1.1 Student: The Student is understood to be the person who uses or wants to use the Services of De Forex Opleiding B.V. under these General Terms and Conditions and enters into the Agreement for the execution of the Services (also referred to as you, your(s) or you).

1.2 Agreement: The (unwritten) Agreement entered into between De Forex Opleiding B.V. and the Student, of which these General Terms and Conditions form an integral part.

1.3 Services: Services are understood to mean everything that De Forex Opleiding B.V. performs and/or undertakes on behalf of the Agreement with the Customer. This includes, at a minimum, the 1-on-1 training and the membership subscriptions that De Forex Opleiding B.V. offers.

2. General Provisions

2.1 These General Terms and Conditions, together with all amendments thereto, all documents referred to and all other agreements provided by De Forex Opleiding B.V. to you, constitute the complete legal agreement between us with regard to your use of the Services.

2.2 If one or more of the provisions in these General Terms and Conditions are found to be wholly or partially null and void by a court, the remaining provisions will remain in effect.

2.3 We may change these General Terms and Conditions ourselves. Any changes will be communicated to you and you will need to accept the new General Terms and Conditions to continue using the Website.

2.4 The Student enters into an Agreement with De Forex Opleiding B.V. at the moment the Student (i) accepts these General Terms and Conditions, or (ii) makes a payment to De Forex Opleiding B.V. via a payment link or payment option on the Website and accepts these General Terms and Conditions.

3. De Forex Opleiding B.V. Services

3.1 When the Student uses De Forex Opleiding B.V. Services, the Student has access to the neutral and general investment information provided by us. Under no circumstances should the Student interpret this information as any financial, investment, tax or legal advice.

3.2 Certain information, updates, or communications regarding investments or strategies may not apply to your personal situation. De Forex Opleiding B.V. is not your broker, agent, or personal training to start as soon as possible, and (4) once the service has been fully delivered (i.e., the online course has been completed), the right of withdrawal ends.

8. Intellectual Property Rights

8.1 All intellectual property rights, including but not limited to copyrights, in relation to the Services, website and any materials, such as texts, images, audio, video, software, logos, brands, and other similar content provided by De Forex Opleiding B.V. remain the property of De Forex Opleiding B.V.

8.2 You are not permitted to publish, reproduce, distribute, or otherwise use content from the Services without the express written consent of De Forex Opleiding B.V.

8.3 The use of any trademarks, logos, or brands of De Forex Opleiding B.V. without prior written consent is prohibited.

9. Limitation of Liability

9.1 De Forex Opleiding B.V., its directors, employees, or affiliates, are not liable for any loss or damage, including but not limited to any loss of revenue, profit, data, or any other financial damage, whether direct, indirect, incidental, or consequential, incurred by you or any third party, in connection with the use of our website or Services, or due to any reliance on the information provided, unless such loss or damage is directly caused by our willful misconduct or gross negligence.

9.2 We strive to keep our website and Services accurate, complete, and up-to-date, but we do not provide any guarantees in this regard.

9.3 Our maximum aggregate liability to you in respect of any claim for loss or damage (including legal costs) arising out of or in connection with the provision of our Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total amount you paid us for the Services in the last twelve months prior to the incident giving rise to the claim.

10. Indemnity

10.1 You agree to indemnify and hold De Forex Opleiding B.V., its directors, employees, and affiliates, harmless from any claims, liabilities, damages, costs, or other expenses, including reasonable legal fees, arising out of your use of our website or Services, your breach of these Terms and Conditions, or your violation of any third-party rights.

11. Complaints Procedure

11.1 If you have a complaint about the Services, please contact us as soon as possible at

11.2 We will respond to your complaint as soon as possible, but no later than within 30 days.

12. Applicable Law and Jurisdiction

12.1 These Terms and Conditions are governed by Dutch law. Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the competent court in Amsterdam, the Netherlands.

13. Other Provisions

13.1 If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the other provisions will remain in full force and effect.

13.2 These Terms and Conditions constitute the entire agreement between us regarding the use of our Services and supersede any prior agreements or understandings, whether written or oral.

13.3 Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of that right or provision.

13.4 We reserve the right to assign these Terms and Conditions, in whole or in part, at any time without notice. You may not assign any of your rights or obligations under these Terms and Conditions.

13.5 These Terms and Conditions are binding on and enure to the benefit of both you and De Forex Opleiding B.V., and each of our respective heirs, successors, and permitted assigns.

14. Changes to the Terms and Conditions

14.1 We reserve the right to change these Terms and Conditions at any time, at our sole discretion. If we make changes, we will notify you by revising the "Last Updated" date at the top of these Terms and Conditions and, in some cases, we may provide you with additional notice (such as by adding a statement to our homepage or sending you a notification).

14.2 Your continued use of our Services following the posting of any changes to the Terms and Conditions constitutes acceptance of those changes. If you do not agree to the changes, you should stop using our Services immediately.

15. Contact Information

15.1 If you have any questions about these Terms and Conditions, please contact us at:

De Forex Opleiding B.V.

[Address]

The Netherlands

Email:

These Terms and Conditions are effective as of July 3, 2023.

Please note: This is a general template for a terms and conditions document. If you decide to use it, you should consult with a legal professional to ensure that it suits your specific needs and complies with all applicable laws and regulations.