

TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

- 1.1. Worldwide Heart Resorts: the sole proprietorship Worldwide Heart Resorts, located in Leusden and registered with the Chamber of Commerce under file number 32140678.
- 1.2. The customer/user: the natural or legal person who has entered into an agreement with Worldwide Heart Resorts.
- 1.3. "General Terms and Conditions" shall mean the entirety of the provisions set forth below.
- 1.4. Services means all services performed by Worldwide Heart Resorts for the customer. This includes, but is not limited to: making available to the customer/user a platform for enterprising lightworkers where they are given a platform to showcase themselves through a membership with access to a forum, knowledge bases, e-books, magazine articles, access to events, stays at resorts and the opportunity to rent your own location from resorts where Worldwide Heart Resorts mediates. Also, offering products through the platform.
- 1.5. Platform: Worldwide Heart Resorts provides a platform in the form of a search service in which resort owners offer their resorts for rent.
- 1.6. Landlord: resort owner.
- 1.7. Mediator: Worldwide Heart Resorts.
- 1.8. Tenant: the guest who rents a resort from a landlord through Worldwide Heart Resorts.
- 1.9. Agreement: the agreement between Worldwide Heart Resorts and the customer pursuant to which Worldwide Heart Resorts will perform the service.
- 1.10. Rental Agreement: the agreement entered into between the customer and the landlord regarding the rental of the landlord's resort.
- 1.11. Information: all data coming from the customer.
- 1.12. Advertisement: resort rental offer and its terms and conditions.
- 1.13. Website: www.worldwideheartresorts.com

ARTICLE 2. APPLICABILITY

- 2.1. These terms and conditions apply to all offers made, quotations issued, agreements concluded, services rendered, other actions performed by Worldwide Heart Resorts, unless otherwise agreed in writing.
- 2.2. By signing an agreement or order confirmation with Worldwide Heart Resorts or by agreeing via the platform by placing a reservation or agreeing via email, the customer declares that he has read these Worldwide Heart

Resorts terms and conditions and that he agrees to these terms and conditions.

- 2.3. In case of conflict between these general terms and conditions and arrangements made in an agreement then the provisions of the agreement shall prevail.
- 2.4. These conditions also apply to actions of third parties (lessor excluded) hired by Worldwide Heart Resorts regarding the performance of the supply or service.
- 2.5. The applicability of the customer's general terms and conditions is rejected by commissioning these general terms and conditions.

ARTICLE 3. QUOTATIONS AND OFFERS

- 3.1. Worldwide Heart Resorts will indicate in the offer what services are offered and what amounts are owed by the customer upon acceptance of the offer.
- 3.2. If it turns out that the information provided by the customer in the application or agreement was incorrect, Worldwide Heart Resorts has the right to adjust the prices and other conditions involved.3.3.

All prices communicated by Worldwide Heart Resorts are amounts in Euros, including VAT and other established levies and/or fees, unless expressly stated otherwise.

- 3.4. Offers do not automatically apply to follow-up bookings.
- 3.5. Worldwide Heart Resorts reserves the right to invoice the customer for a deposit of a percentage of the total booking to be determined before the booking becomes final.
- 3.6. Worldwide Heart Resorts reserves the right to change prices on an interim basis. If the prices of offered services increase after the conclusion of the agreement, the customer is entitled to cancel the agreement as of the date the price increase takes effect. Price increases resulting from any statutory regulation or provision are hereby excluded.3.7.

Worldwide Heart Resorts reserves the right to increase prices annually by a percentage equal to the increase in the consumer price index established by the CBS (Dutch central bureau of statistics). This increase in prices does not entitle the customer to rescind the contract.

- 3.8. Agreements concluded through the platform regarding the sale of products to third parties are established between the customer and the third party. Worldwide Heart Resorts is expressly not a party to this agreement. Any liability regarding these agreements, rests with the customer.
- 3.9. During the conclusion of the agreement between the customer and the third party, the general terms and conditions of the customer shall apply. The customer shall



make these terms and conditions available to the third party prior to the conclusion of the agreement.

3.10. Any complaints arising in connection with Articles 3.8 and 3.9 shall be dealt with or settled directly between the customer and the third party.

ARTICLE 4. AGREEMENT 4.1.

An agreement is established from the moment the customer makes a communication in any way to Worldwide Heart Resorts accepting an offer.

- 4.2. After an agreement is established, it can only be modified by mutual consent.
- 4.3. After an agreement is established, Worldwide Heart Resorts shall proceed to perform the services within a reasonable time.
- 4.4. Worldwide Heart Resorts has the right to have certain services performed by third parties without having to notify the customer. If additional costs are incurred due to the performance of services by third parties, they will be charged to the customer after consultation.
- 4.5. Amendments to the agreement originally concluded between the customer and Worldwide Heart Resorts shall only be valid from the moment these amendments have been accepted by both parties through an additional or amended written agreement.
- 4.6. If the customer wishes to dissolve or cancel an agreement with Worldwide Heart Resorts, this right shall only accrue to him if he proceeds to reimburse the work performed up to that point or, in the event of cancellation, thirty percent of the fee agreed upon in the order confirmation. Cancellations of resort bookings can be made free of charge up to 3 weeks after booking.
- 4.7. If the customer requests a booking via email or makes a booking through the platform, the renter enters into an agreement with the resort landlord. The landlord enters into a rental agreement with the tenant immediately after booking or upon arrival at the resort. Worldwide Heart Resorts acts only as an intermediary.
- 4.8. During the conclusion of the rental agreement between the landlord and the tenant, the general terms and conditions of the landlord apply. The landlord will make these conditions available to the tenant prior to signing the lease.

ARTICLE 5. RIGHTS AND OBLIGATIONS FOR WORLDWIDE HEART RESORTS

- 5.1. Worldwide Heart Resorts guarantees that the order given to it will be carried out to the best of its ability, under the application of sufficient care and skill.
- 5.2. Worldwide Heart Resorts makes every effort to secure the data Worldwide Heart Resorts stores for the customer in such a way that such data is not available to unauthorized persons.
- 5.3. In the event of expressed complaints by the customer about the services provided, Worldwide Heart Resorts should consult with the customer about a mutually appropriate solution.

5.4. Worldwide Heart Resorts is obligated to maintain the confidentiality of all confidential information obtained by them in the context of the agreement between the customer and Worldwide Heart Resorts during collaboration or from any other source. Information is considered confidential when it has been communicated

by the other party or when it appears by the standards of reasonableness and fairness.

5.5. If due to unforeseen circumstances or force majeure Worldwide Heart Resorts is forced to cancel the reservation on behalf of the renter, Worldwide Heart Resorts will attempt to offer an equivalent alternative. Should this not be possible or if the tenant refuses this offer, the rental agreement with the landlord will be dissolved and the landlord will refund the booking already paid. For any further damages the lessor is solely liable.

ARTICLE 6. CUSTOMER RIGHTS AND OBLIGATIONS

- 6.1. In general, the customer must comply with the provisions laid down in these terms and conditions, unless otherwise agreed.
- 6.2. The customer must provide Worldwide Heart Resorts with all accurate information that the customer can reasonably foresee is necessary for the proper performance of the agreement. In any case, the customer is obliged to notify Worldwide Heart Resorts without delay of any changes in personal data, company data or other information requested by Worldwide Heart Resorts.
- 6.3. If, in exception to Article 6.2, the data necessary for the execution of the agreement are not provided to Worldwide Heart Resorts on time, Worldwide Heart Resorts shall have the right to suspend the execution of the agreement and/or charge the customer for the additional costs resulting from the delay.
- 6.4. The customer shall always promptly notify Worldwide Heart Resorts in writing of any changes in name, address, email and if requested, his/her bank number.
- 6.5. In the event of complaints regarding the services provided by Worldwide Heart Resorts, the customer must make these complaints known to Worldwide Heart Resorts within 8 days of delivery of the service, but no later than one month after completion of the entire order. Customer indemnifies Worldwide Heart Resorts one year after delivery of all services from all legal claims arising from services rendered.
- 6.6. The customer shall make its own backup copies of all data described in Article 6.2 that Worldwide Heart Resorts needs for the execution of the agreement. If this data is lost, Worldwide Heart Resorts will not be liable for any resulting damages.6.7.
- If Worldwide Heart Resorts provides login credentials to the customer then the customer is responsible for these credentials. Worldwide Heart Resorts is not liable for misuse or loss of login credentials and may rely on the customer being the one logging in using the login credentials provided to the customer.
- 6.8. The customer is obligated to maintain the confidentiality of all confidential information obtained



under the agreement between the customer and Worldwide Heart Resorts during cooperation or from any other source. Information is considered confidential when it has been communicated by the other party or when it appears by the standards of reasonableness and fairness. 6.9. The client is at all times responsible for the content of messages sent through and within the platform. Messages sent by the customer through or within the platform must not contain discriminatory, pornographic, offensive or threatening content or violate the law in any way. Worldwide Heart Resorts is entitled at any time to remove or modify this information without giving any reason and to remove the customer from the platform.

ARTICLE 7. SHIPPING AND DELIVERY TIME

- 7.1. The delivery period to be used by Worldwide Heart Resorts varies for each order and is determined in consultation with the customer. The delivery time specified by Worldwide Heart Resorts begins after the formation of the agreement and after receipt of all necessary data from the customer.
- 7.2. A delivery date set by Worldwide Heart Resorts can never be considered a deadline. The mere exceeding of a delivery date does not cause Worldwide Heart Resorts to be in default by operation of law.
- 7.3. If the delivery period is exceeded by more than thirty days, the customer shall only be entitled to rescind the agreement if Worldwide Heart Resorts, after a proper and as detailed as possible written notice of default in which a reasonable period is given to remedy the failure, imputably fails to fulfill the essential obligations under the agreement.
- 7.4. The customer is required to do whatever is necessary to enable Worldwide Heart Resorts to deliver on time, including providing complete, correct and clear data in a timely manner as stipulated in Article 6.2.
- 7.5. If the customer fails to make the necessary data available to Worldwide Heart Resorts, or fails to do so on time, and the execution of the order is delayed as a result, the resulting additional costs shall be borne by the customer.
- 7.6. If delivery by Worldwide Heart Resorts is unexpectedly delayed, Worldwide Heart Resorts will notify the customer by e-mail.
- 7.7. Worldwide Heart Resorts' obligation to deliver shall, subject to proof to the contrary, be fulfilled once the items delivered by Worldwide Heart Resorts have been offered once to the customer.

ARTICLE 8. PAYMENT8.1.

The customer's obligation to pay begins on the day the agreement is concluded.

- 8.2. All invoices sent by Worldwide Heart Resorts must be paid by the customer within 14 days, unless otherwise agreed in writing.
- 8.3. If the customer does not timely fulfill his payment obligation, the customer is legally in default without further notice.

- 8.4. In case of late payment, Worldwide Heart Resorts may decide to put its operations "on hold" until payment is made. If non-timely payment is a regular occurrence, Worldwide Heart Resorts may decide to unilaterally terminate the assignment.
- 8.5. In case of late payment, in addition to the amount due increased by the statutory (commercial) interest, the customer is obliged to pay a full compensation of both extrajudicial and judicial collection costs which are at least 15% of the invoice amount with a minimum of €150, excl. VAT as well as the costs of lawyers, attorneys, bailiffs, collection agencies and any legal proceedings at the court or tribunal.
- 8.6. The claim for payment is immediately due and payable in the event that the customer is declared bankrupt, applies for a moratorium, or a general attachment is levied on the customer's assets, the customer dies, and furthermore, if the customer goes into liquidation or is dissolved.
- 8.7. In the above cases, Worldwide Heart Resorts shall further have the right to terminate or suspend performance of the agreement or any unperformed portion thereof without notice of default or judicial intervention, without the right to compensation for any damage to the customer that may result.
- 8.8. Customer agrees to Worldwide Heart Resorts billing electronically. If the customer wishes to receive an invoice by mail then Worldwide Heart Resorts reserves the right to charge an additional fee of €2.50 per invoice for this purpose.8.9.

The customer may raise objections to invoices sent by Worldwide Heart Resorts in writing to Worldwide Heart Resorts no later than seven days after the invoice date. Upon receipt of the objection, Worldwide Heart Resorts will investigate the accuracy of the invoice amount. Objections to invoices sent do not suspend the customer's obligation to pay.8.10.

All services provided by Worldwide Heart Resorts shall remain the property of Worldwide Heart Resorts until all amounts due from the customer have been paid to Worldwide Heart Resorts.

8.11. If payment is made by direct debit but direct debit proves impossible, for example because of insufficient balance on the customer's account or because of an incorrect account number provided by the customer, the customer will owe €10.00 in administrative costs per unsuccessful direct debit.

ARTICLE 9. RESERVATION OF OWNERSHIP & INTELLECTUAL PROPERTY

9.1. All intellectual property rights to all documentation, e-books, articles, journals, strategies, photographs, texts,



websites, designs as well as preparatory material thereof developed or made available as part of the services are vested exclusively in Worldwide Heart Resorts unless otherwise agreed upon in writing. If the customer posts content on the platform, the customer is and remains the copyright owner of this content.

- 9.2. The services provided by Worldwide Heart Resorts, in part or whole, may never be duplicated or resold, unless otherwise agreed in writing.
- 9.3. The contents of the website and platform, including but not limited to: the texts, images, design, trademarks, posted content and domain names, are the property of Worldwide Heart Resorts and are protected by copyrights and intellectual or industrial property rights existing under applicable law. Users of the website are not permitted to reproduce or make available the website and/or the platform or any part thereof without the permission of Worldwide Heart Resorts.
- 9.4. All copyrights and intellectual property in products of the human mind developed by Worldwide Heart Resorts are and shall remain the exclusive property of Worldwide Heart Resorts, unless the rights are redeemed or otherwise agreed upon.
- 9.5. All information published by the customer through the services provided by Worldwide Heart Resorts remains the property of the customer.
- 9.6. Worldwide Heart Resorts is not responsible for any information/content posted by the customer on Worldwide Heart Resorts' servers and/or platform. If the information/content posted by the customer in any way infringes on the rights of third parties or violates laws and regulations, the customer shall indemnify Worldwide Heart Resorts against any claims for damages that third parties may assert as a result of this action by the customer.
- 9.7. Any act that violates Article 9.2 and Article 9.3 is considered copyright infringement.
- 9.8. In the event of infringement, Worldwide Heart Resorts shall be entitled to compensation in the amount of at least twice the license fee it charges for such use without losing the right to any damages.
- 9.9. The customer is at all times responsible for the content of the content posted on the forum. Content published by the client within the platform must not contain discriminatory, pornographic, offensive or threatening content or violate the law in any way. Worldwide Heart Resorts is entitled to remove or modify this content at any time without giving any reasons and to remove the customer from the platform. Refund of any monies paid is hereby excluded.
- 9.10. The (login) data provided by Worldwide Heart Resorts to the customer regarding the platform may never be shared with third parties.

ARTICLE 10. LIABILITY

10.1. Any agreement between Worldwide Heart Resorts and the customer can be characterized as a best-efforts

agreement. As a result, Worldwide Heart Resorts can never be held liable for results not achieved. 10.2. In the unlikely event that Worldwide Heart Resorts is nevertheless held liable as stipulated in article 10.1, any liability shall be limited to compensation for direct damages up to a maximum of twice the amount of the price stipulated for that agreement (incl. VAT). This amount shall not exceed €1000 and in any case shall at all times be limited to a maximum of the amount paid by the insurer to Worldwide Heart Resorts in the case in question. Where there is a continuing agreement, any liability is limited to compensation for direct damages up to the amount of the last invoice paid by the customer. 10.3. In addition to Article 10.2, Worldwide Heart Resorts shall then only be liable for direct damages. Direct damages should be understood to mean only:

- the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions:
- any reasonable costs incurred to make
 Worldwide Heart Resorts' defective performance
 conform to the agreement, insofar as they can
 be attributed to Worldwide Heart Resorts:
- reasonable costs incurred to prevent or limit damage, to the extent that the customer demonstrates that these costs resulted in limiting direct damage as referred to in this article.
- 10.4. Worldwide Heart Resorts excludes any liability for indirect damages suffered from the use of services provided by Worldwide Heart Resorts, except for situations where the damages are due to willful intent or gross negligence on the part of Worldwide Heart Resorts. 10.5. In any case Worldwide Heart Resorts shall never be liable for: consequential damage, damage due to missed savings, damage due to business stagnation, loss of profit and for damage caused by loss of data in the execution of the agreement.
- 10.6. The customer shall indemnify Worldwide Heart Resorts against all claims for compensation that third parties may assert in respect of damage that has arisen in any way from the unlawful or careless use of Worldwide Heart Resorts' services provided to the contracting party. 10.7. Worldwide Heart Resorts shall never be liable for the manner in which the customer took/obtained the information.
- 10.8. Worldwide Heart Resorts, as an agent, is never liable for damages or personal injuries occurring in or around the resort. In such a situation, the landlord is the other party with whom the lease was concluded and bears full liability. If the customer wishes to hold the lessor liable, Worldwide Heart Resorts will mediate and provide the necessary contact information to the customer.
- 10.9. Worldwide Heart Resorts makes every effort to ensure that the customer can use the platform on which the online content is available. Worldwide Heart Resorts does not, however, provide any guarantee that the



platform in question will never become unavailable and therefore accepts no liability for the platform being the customer is excluded, without prejudice to the other

(temporarily) unavailable.

ARTICLE 11. INTERRUPTION OF SERVICES AND FORCE MAJEURE 11.1.

Worldwide Heart Resorts is not bound by its obligations under the agreement if fulfillment has become impossible due to force majeure. If the force majeure continues for a period of 60 days, both parties are entitled to rescind the agreement.

That which has already been performed pursuant to the agreement will then be settled proportionately.

11.2. Worldwide Heart Resorts depends in its operations on the cooperation, services and supplies of third parties over whom Worldwide Heart Resorts has little or no control. Therefore, Worldwide Heart Resorts cannot be held liable in any way for any damages whatsoever resulting from a situation where the failure is due to a third party with whom Worldwide Heart Resorts has entered into an agreement.

11.3. In addition to the provisions of paragraph 11.2, force majeure shall certainly include all that is accepted in law and jurisprudence in this regard.

11.4. In these general terms and conditions, force majeure means every circumstance independent of the will of Worldwide Heart Resorts - even if it could already be foreseen at the time the agreement was concluded - which permanently or temporarily prevents fulfillment of the agreement, including but not limited to: strike, excessive absenteeism of Worldwide Heart Resorts' personnel, transport difficulties, fire, government measures, epidemics, pandemics, business interruptions at Worldwide Heart Resorts, non-performance by Worldwide Heart Resorts' suppliers as a result of which Worldwide Heart Resorts cannot (no longer) fulfill its obligations to the customer as well as other serious disturbances in the company of Worldwide Heart Resorts or its suppliers. 11.5. In the event of force majeure Worldwide Heart Resorts shall also have the right, at its option, to extend the term of delivery by the duration of the force majeure or to terminate the agreement, insofar as it has not yet been performed, without Worldwide Heart Resorts being liable to pay any compensation in any form whatsoever, except pursuant to the provisions of Article 78 Book 6 of the Civil Code.

ARTICLE 12. TERM OF AGREEMENT AND TERMINATION

12.1. If the agreement relates to the periodic or otherwise regular provision of services, the agreement is in principle entered into the between parties for a term of twelve months, unless otherwise agreed.

the customer is excluded, without prejudice to the other provisions of these general terms and conditions.

12.3. Both parties, both the customer and Worldwide Heart Resorts, shall be entitled to dissolve the agreement only if the other party, after a proper and as detailed as

only if the other party, after a proper and as detailed as possible written notice of default in which a reasonable period is given to cure the failure, fails imputably in the fulfillment of the essential obligations under the agreement.

12.4. In addition to the provisions of Article 8.3, Worldwide Heart Resorts may, without notice of default and without judicial intervention, terminate the agreement in whole or in part by written notice with immediate effect if urgent reasons arise, including in any case the cases in which:

- the customer is granted (provisional) suspension of payment;
- bankruptcy is filed or declared in respect of the customer;
- there is a suspicion that the customer cannot fulfill his or her payment obligation upon renewal of the agreement;
- the customer acts contrary to public order or morality, or any obligation arising from the agreement with Worldwide Heart Resorts;
- the customer infringes on the rights of third parties:
- the customer acts contrary to reasonable directives or directions of Worldwide Heart Resorts:
- the customer does not respond to correspondence by e-mail, telephone and/or in writing whether by registered or unregistered mail;
- for recurring payment problems.

Worldwide Heart Resorts shall never be liable for any damages because of such termination, as provided in Article 12.4.

12.5. If, at the time of dissolution as referred to in Articles 12.2 and 12.3, the customer has already received performance in execution of the agreement, this performance and the related payment obligation will not be an object of undoing. Amounts that Worldwide Heart Resorts has invoiced before the dissolution in connection with what it has already performed or delivered in performance of the agreement shall, subject to the provisions of the preceding sentence, continue to be owed in full and shall become immediately payable at the time of dissolution.

12.6. Worldwide Heart Resorts reserves the right to change its terms and conditions, including for pre-existing agreements. If Worldwide Heart Resorts proceeds to change the terms and conditions, it will notify the customer. The customer is then free to dissolve the agreement from the moment the new general terms and conditions take effect or up to a maximum of seven days after these new general terms and conditions take effect.



ARTICLE 13. CONFORMITY

13.1. Worldwide Heart Resorts will, as far as possible, pursue the intended result agreed upon in the quotation when performing the agreement. If, in the opinion of the customer, the results delivered do not match the intended result agreed upon in the quotation, the customer and Worldwide Heart Resorts shall consult in order to have the results delivered still meet the intended results.

13.2. In addition to what is provided in Article 13.1, the

13.2. In addition to what is provided in Article 13.1, the costs for the additional work referred to in that article shall be invoiced to the customer in accordance with Worldwide Heart Resorts' normal rate, unless, in Worldwide Heart Resorts' opinion, the customer can make it plausible that the discrepancies in the result are due to the defective performance of the agreement on the part of Worldwide Heart Resorts.

13.3. Should it be determined that the defectiveness of the services to be provided by Worldwide Heart Resorts is the responsibility of Worldwide Heart Resorts, the customer shall not be entitled to compensation or dissolution of the agreement, except as provided in these terms and conditions.

ARTICLE 14. SPECIAL PROVISIONS CONCERNING EVENTS

14.1. Refund of the ticket(s) purchased by the customer for an event of Worldwide Heart Resorts is possible only if it is a private the customer. The customer who has purchased a ticket in the course of his/her profession or business shall not be entitled to a refund of the ticket. The customer is therefore entitled to transfer the certificate of participation to another person at any time as long as the person meets the same conditions of participation.
14.2. Worldwide Heart Resorts reserves the right to remove participants at events if participants' behavior interferes with performance. Refund of monies paid is thereby excluded.

14.3. Worldwide Heart Resorts has the right to cancel an event if there are not enough participants.

14.4. If Worldwide Heart Resorts is forced to reschedule an event due to force majeure (as mentioned in Article 11), the customer retains the right to attend the event for the date to be determined. If the customer cannot attend the event on the new date, the customer will receive a refund of the money paid within 14 days to the account number used to purchase the ticket.

ARTICLE 15. GENERAL PROVISIONS REGARDING BOOKINGS AND ROLE WORLDWIDE HEART RESORTS

15.1. Worldwide Heart Resorts provides a platform where landlords/hosts can offer their own resort for rent. Worldwide Heart Resorts does not become a party to any contractual relationship between the landlord and the tenant.

15.2. Supplementary to these terms and conditions are all rules, standards, policies, requirements, cancellation conditions, etc. as described in the advertisement apply.

15.3. The booking entitles the tenant to access the resort for the period booked by the tenant.

15.4. Worldwide Heart Resorts ensures that platform users can use the platform as intended. However, Worldwide Heart Resorts cannot control it. However, Worldwide Heart Resorts does check that the ads meet the quality and suitability criteria and removes those that do not. If an ad is removed, the landlord will be notified. If removal occurs multiple times, the landlord will no longer be able to post ads

15.5. Any problems arising between the landlord and the tenant should be resolved in the first instance between the landlord and the tenant. If the problem cannot be resolved, Worldwide Heart Resorts will act as a contact. Once Worldwide Heart Resorts intervenes in the dispute, the landlord and tenant agree to the solution proposed by Worldwide Heart Resorts. This solution is binding in this case.

15.6. When problems arise, the landlord must respond to the problem within 24 hours and fix it as soon as possible.

ARTICLE 16. GENERAL PROVISIONS TAXES, CANCELLATION, PROBLEMS, REFUNDS AND CHANGES

16.1. The landlord is responsible for collecting and remitting the legally stipulated VAT, tourist tax and any other applicable taxes. The amounts listed on the platform include all taxes.

16.2. If the tenant wishes to cancel a booking, this is only possible up to three weeks after the booking is placed, unless a different cancellation policy is stated in the advertisement.

16.3. If the tenant wishes to cancel a booking due to force majeure, the tenant should contact the landlord. The tenant may be entitled to a partial or full refund under the extenuating circumstances policy.

16.4. Landlord and Tenant are solely responsible for all booking changes and associated additional amounts, surcharges, refunds or taxes associated with the booking changes.

ARTICLE 17. GENERAL PROVISIONS TENANT RESPONSIBILITIES

17.1 The renter is responsible for the use of the resort and is also responsible for the use of the resort by any guests invited to the resort.

17.2. The renter must leave the resort in the same manner as in the condition in which the resort was found.

17.3. The renter must comply with applicable laws and regulations and the rules of conduct in the resort established by the landlord.

17.4. For a booking where minors are present, the renter must have permission to bring the minor to the resort and demonstrate this permission. Also, the tenant is responsible for the minor and the supervision of that minor.



ARTICLE 18. GENERAL PROVISIONS MANAGE ADVERTISEMENT

- 18.1. Worldwide Heart Resorts' platform allows landlords to post ads related to resort rentals.
- 18.2. The landlord is responsible for the content of the ad. Ad content and resort availability must be current and accurate at all times.
- 18.3. The landlord is obliged to make the advertisement correspond to reality.
- 18.4. The advertisement should include the rent, other charges such as cleaning fees, resort surcharges, deposits, offline charges and any other rules or requirements applicable to the rental.
- 18.5. The landlord is responsible for understanding and complying with all laws, rules, regulations and contracts with tenants applicable to the advertisement and rental of the resorts.
- 18.6. Additional rules and conditions must have been added or made known to the renter before a booking is made by the renter.
- 18.7. If the landlord has questions about local laws and regulations, legal advice should be sought.

ARTICLE 19. OTHER PROVISIONS AND APPLICABLE LAW

- 19.1. If any provision of these general terms and conditions is null and void or is voided, the remaining provisions of these general terms and conditions shall remain in full force and Worldwide Heart Resorts and the customer shall consult in order to come up with new provisions to replace the void or void provisions. agree on the nullified provisions, in which the purpose and meaning of the void or nullified provisions are kept as close as possible. annulled provision shall be observed.
- 19.2. If the customer's order includes terms or conditions that differ from, or do not appear in, these terms and conditions, they shall be binding on Worldwide Heart Resorts only if and insofar as they have been expressly accepted by Worldwide Heart Resorts in writing.

 19.3. Should Worldwide Heart Resorts, on its own
- initiative, deviate from the General Terms and Conditions in favor of the customer, no rights whatsoever may be derived therefrom by the customer.
- 19.4. Both the customer and Worldwide Heart Resorts are required to maintain the confidentiality of all information obtained under this agreement.
- 19.6. Rights and obligations arising from an agreement can only be transferred by the customer to a third party if Worldwide Heart Resorts has given its written consent.

 19.7. All legal relationships to which Worldwide Heart Resorts is a party shall be governed exclusively by Dutch law
- 19.8. The customer and Worldwide Heart Resorts shall attempt to resolve any disputes by mutual agreement and amicably before resorting to the courts.
- 19.9. Unless mandatory rules of law provide otherwise, the competent court in the district of Midden-Nederland

ARTICLE 20. MEMBERSHIP

and the customer.

20.1 Membership to the Worldwide Heart platform Resorts concerns an annual membership, from which there is a choice can be from a one-time payment or a 12-time monthly payment.

cognizance of disputes between Worldwide Heart Resorts

20.2 The membership fee is the annual one fee that you as a member must pay for the benefit of obtaining membership.

shall in the first instance have jurisdiction to take

- 20.3 Membership must be canceled with subject to a notice period of 1 month. Upon termination of membership in the course of it The membership fee remains throughout the membership year membership year due.
- 20.4. An early termination of the current year the membership ends 12 months after it membership has been purchased.
- 3. You can cancel by e-mail to contact@worldwideheartresorts.com or through the contact form at www.worldwideheartresorts.com You will receive a confirmation of your cancellation.
- 4. If the membership is not timely or correctly is cancelled, the membership will automatically terminate with 1 years and then ends at the end of the extended membership year.

version: april 2023