

HarmoniKon- Harmonised Conflict

Terms and Conditions

This website is owned and operated by HarmoniKon-Harmonised Conflict (referred to as either "the Company", "Service Provider" ", We", "Us" or "Our" in this Agreement) refers to www.harmonikon.com, www.dianamosonyi.com, www.harmoniousconflict.com, www.harmoniousconflicts.com.

Country refers to the Netherlands

Service relates to the Websites

Contact person: Diana Mosonyi

Terms of Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website provides visitors to book a Conflict Coach and/or mediation session, apply for training, buy an Ombuds toolkit, order the Reality Check program and Organisational Ombuds services. By accessing or using the website of our Service, you approve that you have read, understood, and agree to be bound by these Terms.

When buying an item or order services, you agree that: (i) you are responsible for reading the full item listing before committing to buy it: (ii) you enter a legally binding contract to purchase an item when you commit to buy an item, Service and you complete the check-out payment process.

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our fees for products displayed at any time and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

We may, without prior notice, change the Services; stop providing the services or any features of the services we offer or create limits for the services. In addition, we may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason or no reason.

Cancellation and Termination

Cancellation policy:

If you have paid a training fee, but you cannot come for some reason, you can use the amount paid for the following initial training.

If you wish to have a refund, the policy is as follows:

Reimbursement of the amount paid is 90% of the training, unless:

- Cancellation within 21 days before the training starts: refund 50% of the paid fee within 8 working days.
- Cancellation within 14 days before training starts: refund 25% of the paid fee within 8 working days.
- Cancellation within 10 days before the training starts: no refund will be made

If you have paid the conflict coach/mediation session fee, but for some reason, you cannot come, you can use the amount paid for the next session.

You can reschedule your appointment once, 24 hours before your initial session.

If you wish to have a refund, the policy is as follows:

Reimbursement of the amount paid is 90% of the session, unless:

- Cancellation within 72 hours before the session: 50% will be refunded within 8 working days.
- Cancellation within 48 hours before the session: 25% will be refunded within 8 working days.
- Cancellation within 23 hours before the session: No refund will be made
- Cancellation second time: No refund will be made

Termination: We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Service will cease immediately.

Limitation of Liability: Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service if You haven't purchased anything through the Service. To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data, or

other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service. Otherwise, in connection with any provision of these Terms), even if the Company or any supplier has been advised of the possibility of such damages and, even if the remedy fails of its essential purpose. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these jurisdictions, each party's liability will be limited to the greatest extent permitted by law.

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of HarmoniKon- Harmonised Conflict Diana Mosonyi Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You agree to indemnify and hold HarmoniKon- Harmonised Conflict Diana Mosonyi harmless from any demands, loss, liability, claims or expenses (including attorneys' fees) made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

Indemnification: You agree to indemnify and hold the Company, its Affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your use of the Service, violation of any of the Terms and Conditions, or infringement by You or any other user of Your account, of any intellectual property or another right of any person or entity.

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we materially change the Terms, we will notify you that material changes have been made to the Terms. Your continued use of the website or our Service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the Service.

Copyright and Trademarks Notice: All proprietary content, trademarks, service marks, brand names, logos, and other intellectual property displayed in the Service are the property of the Company and, where applicable, third party proprietors identified in the Service. No right or licence is granted directly or indirectly to any party accessing the Service to use or reproduce any such proprietary content, trademarks, service marks, brand names, logos and other intellectual property, and no party accessing the Service shall claim any right, title or interest therein. Any feedback, comments or suggestions that You may provide regarding the Service is entirely voluntary, and the Company will be free to use such feedback, comments or suggestions as We see fit and without any obligations to You.

Social Media: The Company reserves all rights relating to Our social media channels, including but not limited to: (i) adding, removing, or modifying any content, (ii) blocking disruptive users, and (iii) discontinuing any of Our social media channels at any time. We do not create, control, represent, or endorse any opinions or statements expressed by others within its social media channels, including those that follow or "like" Us and those followed or "liked" by Us and that any content posted by anyone other than Us is the responsibility of the submitter and not Us. In addition, if We follow another user's account, "like" another page, re-tweets, "favourites," shares, or otherwise re-posts another user's content, such an action does not constitute an endorsement by Us.

"AS IS" and "AS AVAILABLE" Disclaimer: The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected. Without limiting the foregoing, neither the Company nor any of the Company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the

Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case, the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

No Guarantees: The Company makes no guarantees about any success that You will obtain from the programs, coaching services, products and any other services specified in the Service. By engaging the Company, using, purchasing and relying on any programs, coaching services, any products or any other services, We make no guarantee whatsoever regarding any result based on Your action or inaction relating to all aspects of Your life based on the information. We share and through all programs, coaching ombuds services, products and all other services that We sell through the Service. Ultimately, We are not accountable or make any promises or guarantees for the outcome in all aspects of Your life when You use the Service and related programs, coaching services, products and any other services specified therein.

Governing Law: The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Dispute Resolution: It is the objective of the parties to resolve any disputes arising out of or in connection with the Services provided as described in this Terms in an expedient manner by mutual cooperation without resort to litigation by referral of such dispute to the ordinary courts. If a dispute arises out of the Services that cannot be resolved by mutual consent, We agree to resolve the said dispute, to the exclusion of the ordinary courts, by arbitration in accordance with the Dutch Rules of International Arbitration of the Dutch Chambers of Commerce in force on the date when the notice of arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. The seat of the arbitration shall be the Netherlands. The arbitral proceedings shall be conducted in English.

Severability: If any provision of these Terms shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of the Terms invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver: Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Changes to These Terms: We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days notice before any new terms taking effect. What constitutes a material change will be determined at Our sole discretion. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us: If You have any questions about these Terms, contact Us by e-mail.

Best regards,
HarmoniKon-Harmonised Conflict

Netherlands, 03.07.2021.