

TERMS AND CONDITIONS – DATE FOR 2

Article 1. Definitions and terms

Date for 2: the dating agency Date for 2, located at Korenbloemstraat 16, 6088 WA Roggel, registered with the Chamber of Commerce under number 69208433.

Client: the natural person who has entered into a relationship mediation agreement with Date for 2.

Participant: the natural person who has registered for an online activity of Date for 2; this can also be a Client.

Agreement: the individual relationship mediation agreement of a Client or the registration for an online activity of a Participant.

Online activity: an online matching activity offered by Date for 2.

Portal: the website of Date for 2, on which the Participant can register for the Online activity.

Contact option: the situation where two clients or two Participants have indicated that they wish to meet each other.

General terms and conditions for relationship mediation and online activities

Article 2. General

1. These Terms and Conditions apply to every offer, quotation and agreement with Date for 2.
2. These Terms and Conditions also apply to agreements where Date for 2 engages third parties.
3. If an article in these Terms and Conditions should be invalid, the remainder of these Terms and Conditions will continue to apply. Date for 2 and the Client/Participant will then consult to agree new provisions to replace the invalid or voided provisions, taking into account as much as possible the purpose and intent of the original provisions.
4. If these Terms and Conditions and the Agreement contain conflicting provisions, the Agreement will prevail.
5. If Date for 2 does not always require strict compliance with these Terms and Conditions, this does not mean that its provisions do not apply.
6. Date for 2 reserves the right to modify or supplement these Terms and Conditions. Changes will also apply to Agreements already entered into as soon as thirty (30) days have elapsed following notification of the change to the Client/Participant. Changes of minor importance can be implemented immediately.
7. If the Client does not wish to accept a negative amendment to these Terms and Conditions, he or she must communicate this before the intended commencement date. If Date for 2 does not wish to revoke the amendment, the Client may dissolve the Agreement without being entitled to compensation.

Article 3. Formation of the Agreement

1. Date for 2 will provide personal, written or electronic information prior to the conclusion of the Agreement:
 - the form(s) of the relationship mediation offered by Date for 2; the duration of the Agreement;
 - the working method;
 - the rate.
2. The information referred to in paragraph 1 must be such that the Client/Participant can form a clear picture of what he or she can reasonably expect from Date for 2 in terms of services.
3. The Agreement will be concluded in writing or electronically and will be provided with a date on which the services commence. In an electronic environment, the Agreement is not concluded until the Client/Participant has received confirmation of his or her acceptance of the offer.
4. By concluding the Agreement, the Client/Participant declares that he or she agrees that he or she can be brought into contact with others.
5. The information as described in article 3 paragraph 1 is part of the Agreement.
6. The absence of an ordinary signature does not affect the binding force of the Agreement.

Article 4. The cooling-off period

1. The Client/Participant has the right to revoke an electronically concluded Agreement in writing within 14 days. No costs will be charged for this, except for

the costs of cancelling the intake if this is already scheduled within 72 hours from the time of cancellation.

2. In the event that there has already been a contact option, the option referred to in paragraph 1 will lapse. In that case there will be no cooling-off period.

Article 5. Implementation and quality of the Agreement

1. Date for 2 is obliged to perform, or have performed, the work assigned to it as a good and careful contractor to the best of its knowledge and in accordance with the requirements of good workmanship. To this end, Date for 2 will make use of skilled employees, make an appropriate selection and offer a reasonable number of contact options, depending on the justified expectations of the Client/Participant and the information provided during the intake interview, the brochures and the profile sketch drawn up.
2. Date for 2 offers, if agreed, the possibility of evaluation or orientation interviews and information on the progress of the mediation process.
3. If and to the extent required for the proper execution of the Agreement, Date for 2 may have certain activities carried out by third parties. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is hereby excluded.
4. All services of Date for 2 are performed on the basis of an obligation to perform to the best of one's abilities, not an obligation to achieve a result.

Article 6. Client/Participant obligations

1. The Client/Participant undertakes to behave correctly towards Date for 2, towards other Clients/Participants and towards other persons proposed to the Client by Date for 2 in the performance of the Agreement.
2. The Client/Participant is obliged to observe confidentiality with respect to personal data of others and indemnifies Date for 2 against claims of third parties if liability arises as a result of breach of confidentiality by the Client.
3. The Client/Participant undertakes to cooperate in the provision of services. This means, among other things, that the Client/Participant actually has to be introduced within a reasonable period of time after a contact opportunity has been realised. Thereafter, the Client/Participant will inform Date for 2 within a reasonable period of time whether or not a subsequent proposal is expected.
4. The Client/Participant shall ensure that all information, which Date for 2 indicates is necessary or which the Client/Participant should reasonably understand is necessary for the performance of the Agreement, is provided to Date for 2 in a timely and truthful manner.
5. If the Client/Participant is in default of performance, he or she shall be liable for any damages suffered and to be suffered by Date for 2.

Article 7. Price

1. The Client/Participant is obliged to pay Date for 2 the agreed price.
2. Date for 2 may - without prior written notification - as January 1st of each calendar year increase the rate agreed in the Agreement by a maximum of the percentage of the inflation in the preceding year provided by the Central Bureau of Statistics Netherlands (CBS).

Article 8. Complaints

1. Complaints about the performance of the Agreement must be made in writing to Date for 2. Complaints during the term of the Agreement or within two months after the expiry of the Agreement will in any case be timely. Failure to submit the complaint on time may result in the Client/Participant losing its rights in the matter.
2. Date for 2 will respond to the content of the complaint within one month, unless this is not reasonably possible.
3. If the complaint is not resolved amicably, a dispute will arise that is subject to the dispute resolution provisions of Article 12.
4. Submitting a complaint does not suspend the Client/Participant's payment obligation.

Article 9. Liability

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1. If an error is made because the Client/Participant has provided Date for 2 incorrect or incomplete information, Date for 2 will not be liable for the resulting damages.
2. Date for 2 is only liable for damages directly resulting from a breach of the Agreement attributable to Date for 2 if and to the extent that the damages could have been avoided with normal professional knowledge and experience and with normal vigilance and professional practice.
3. Date for 2's liability is otherwise limited to the compensation received by Date for 2 under the Agreement in the last six (6) months. In addition, the total liability of Date for 2 is limited to the amount paid out in the relevant case under the liability insurance taken out, plus the amount of the excess.
4. This limitation does not apply in case of intent or gross negligence on the part of Date for 2.
5. Date for 2 is only liable for direct damage. For indirect and/or consequential damages (including loss of profit, business stagnation costs, loss of relationships, loss of data, exceeding of a delivery date and/or identified defects) Date for 2 is never liable.
6. The Client/Participant indemnifies Date for 2 against all claims that third parties claim and exercise against Date for 2. If Date for 2 should be claimed by third parties, the Client/Participant will assist Date for 2 both out of court and in court and will immediately do everything that can reasonably be expected of him. Should the Client fail to take adequate measures, Date for 2 is entitled, without notice of default, to do so itself at the expense of the Client/Participant.
7. Contrary to statutory statute of limitations, the statute of limitations for all claims and defences against Date for 2 and the third parties involved by Date for 2 in the performance of an Agreement shall be one (1) year after the date on which the Client/Participant became aware or could reasonably have become aware of these claims and defences.
8. In any event, any liability of Date for 2 lapses five (5) years after termination of the Agreement.

Article 10. Force majeure

1. Date for 2 is not obliged to fulfil its obligations if it is hindered to do so as a result of a circumstance that is not attributable to fault and is not for its account under the law, a legal act or generally accepted views.
2. For the purposes of these Terms and Conditions, force majeure includes, in addition to what is understood in that respect by law and case law, all external causes, foreseen or unforeseen, which Date for 2 cannot influence, but as a result of which Date for 2 is unable to fulfil its obligations. Strikes at the business of Date for 2 and illness or permanent disability of the person designated by the performance of the Agreement are included as well as severe weather, epidemics/pandemics and and/or related government measures, network failures, telecommunication failures, infrastructure and computer breakdowns.
3. Date for 2 may suspend its obligations under the Agreement during the period of force majeure. If this period lasts longer than two (2) months, either party is entitled to dissolve the Agreement, without any obligation to pay damages to the other party.
4. To the extent that Date for 2 at the time of the occurrence of force majeure its obligations under the Agreement has already partially fulfilled or will be able to fulfil, and to the fulfilled or to be fulfilled part has independent value, Date for 2 is entitled to separately invoice the already fulfilled or to be fulfilled part. The Client/Participant is obliged to pay this invoice as if it were a separate Agreement.
5. Date for 2 is also entitled to invoke force majeure if the circumstance that prevents (further) performance of the Agreement occurs after Date for 2 should have performed the obligation.

Article 11. Confidentiality and personal data

1. Date for 2 treats information obtained from and about the Client/Participant as confidential. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information. Confidential information shall not be shared or used for any purpose other than that for which it was obtained. However, an exception to this is made in the event Date for 2 acts on its own behalf in legal proceedings in which this information may be relevant.

2. Date for 2 will process the Client's personal data in accordance with the General Data Protection Regulations (GDPR).
3. Date for 2 will delete the personal data of the Client/Participant no later than two years after termination of the Agreement.
4. Date for 2 has privacy regulations that apply to its services. This privacy policy can be viewed and downloaded on the website of Date for 2.

Article 12. Applicable law and dispute resolution

1. All Agreements with Date for 2 are governed by Dutch law.
2. Disputes about the conclusion or the performance of the Agreement may be submitted to the competent court or to the Geschillencommissie Relatiebemiddeling (hereinafter: "the Committee") of the Branchevereniging Singles Keurmerk (BVSK).
3. The Committee has dispute regulations that can be consulted on the website: <https://bvsk.nl> or via Date for 2.

Article 13. Location and explanation of the Agreement

1. The most recently deposited version or the version in force at the time the Agreement was concluded shall always apply.
2. The Dutch text of the Conditions is always decisive for the interpretation thereof.

Special conditions for relationship mediation

Article 14. Duration of the Agreement

1. The Agreement is concluded for the period of 1 or 2 years. After the expiration of the contract period, the Agreement can be extended with one (or more) period(s) of one year.
2. In case of a 'non-active' status (temporarily unavailable for mediation) the Agreement will not be put on hold. Despite this status, the Client cannot claim a refund of the amount paid.
3. After the expiration of the contract period (from the moment of signature), the Agreement will be extended (only in consultation) for a period that has been jointly agreed upon.
4. If the Client terminates the Agreement prematurely, regardless of the reason, he or she cannot claim a refund of the registration fee.
5. If the Client finds a partner himself, he or she must immediately notify Date for 2. In that case, the Client will receive the 'non-active' status or will be deregistered upon request. The Client is not entitled to a refund of the registration fee.
6. The assignment is completed if the period for which the assignment is granted has expired and/or if there have been sufficient contact opportunities in that period (applicable to a 'Regular' subscription), or if the Client has entered into a relationship through the mediation.
7. In the event that one of the parties becomes bankrupt, applies for a suspension of payments or ceases its business operations, the other party has the right to terminate the Agreement with immediate effect.

Article 15. Payment

1. When payment in fixed instalments has been agreed, payment should be received by Date for 2 on the day on which these instalments expire.
2. If direct debit is agreed, the Client shall ensure a sufficient balance. In the event that there is insufficient balance on the bank account and it cannot be debited, the Client must immediately pay the amounts invoiced by Date for 2 by other means. If the Client does not agree with a direct debit, he or she can have the amount reversed through the bank within 30 days.
3. Payment must be made within fourteen (14) days after the invoice date, in a manner indicated by Date for 2.
4. If the Client fails to pay on time, he or she will receive a reminder to pay within fourteen (14) days. This will also indicate the amount of the extrajudicial collection costs.
5. The Client shall owe statutory interest on the overdue amount.

Special conditions online activities

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Article 16. Formation and duration of the Agreement

1. The Participant can register for an online activity via the website <https://datefor2.com>.
2. Registration is possible up to 8 hours before the indicated start time.
3. The Agreement for an online activity comes into effect after Date for 2 has accepted the registration. The acceptance by Date for 2 takes place by default by email, unless the Participant does not have an email address. In that case, the written acceptance will take place by mail.
4. The Participant is responsible for the accuracy and completeness of the data provided to Date for 2.
5. The Agreement ends by operation of law after participating in the online activity.

Article 17. Cancellation

1. The Participant must cancel his registration through the portal or by email. The cancellation will be confirmed in writing.
2. The Participant has a statutory reflection period of fourteen days after the online activity has taken place. During this period, the Participant can cancel his registration free of charge.
3. The Participant may cancel the online activity free of charge up to one week before the agreed time.
4. In case of cancellation less than one week up to 24 hours before the starting time, the Participant owes 50% of the agreed price.
5. In the event of cancellation less than 24 hours in advance, the Participant owes 100% of the agreed price.
6. For online activities for which no payment is due, the Participant can cancel the registration free of charge.
7. Failure to appear on the online activity without prior cancellation is equated to cancellation on the day itself.
8. If the Participant is unable to attend the online activity himself, he or she is entitled to have an adult substitute participate.
9. Date for 2 reserves the right, in the event of insufficient participation, to cancel the online activity up to five business days prior to the scheduled date without being liable to pay any compensation. The Participant will be notified as soon as possible. If possible, an appropriate alternative will be offered. If the Participant makes use of this, the amount paid will not be refunded.

Article 18. Payment

1. Upon registration, the Participant can pay directly through the offered payment systems or pay by bank transfer after receiving the digital invoice. Payment must be made at the latest on the due date as stated on the invoice.
2. If the date of the event is before the due date of the invoice, the online activity must be paid before the start time of the event.
3. Digital invoices will be addressed to the Participant. It is not possible to address the invoice to a company or any other person. A surcharge may be charged for paying by means of a digital invoice.
4. If registration takes place within fourteen days before the start of the online activity, payment must be made immediately upon registration via the online payment systems offered.
5. If the Participant registers in a period in which the early booking discount applies, he or she must have paid within the period to which the early booking discount applies. If he or she pays after this period, the Early Booking Discount will lapse and an additional invoice will be sent.
6. Date for 2 reserves the right to require Participants who are not a customer of Date for 2 to pay immediately upon registration through the online payment systems offered.
7. The Participant is in default by operation of law, without notice of default being required, from the date on which the applicable payment term has expired and the fee due has not been paid in full.

Article 19. Internet use

1. The Participant is not allowed to send email messages (including spam) with a commercial purpose to other Participants.
2. Date for 2 does not guarantee the availability or speed of the Internet connection.

3. The Participant is responsible for the availability and maintenance of any software, hardware (including peripherals) and / or (Internet) connections necessary to use the services.
4. Date for 2 is not liable for damages caused by the use of its network.

Article 20. Reservation of changes

1. Date for 2 reserves the right to change the date of an online activity, without the Participant being entitled to compensation. Date for 2 will notify the Participant as soon as possible of any such change. The change gives the Participant the right to cancel his registration within seven days after notification of the change.
2. If there is no force majeure on the part of Date for 2, the Participant is entitled to a refund of the amount already paid, after deduction of any administrative costs.
3. Date for 2 is free to change the content, program, format and/or time of the online activity without the Participant being entitled to compensation. If there is a change Date for 2 will notify the Participant as soon as possible. The change does not entitle to cancellation or refund.

Article 21. Other provisions

1. In the interest of order, Date for 2 may decide to remove a misbehaving Participant.
2. In the event the Participant is removed from an online activity pursuant to this article, Date for 2 will not be liable to pay any compensation.
3. Any damages caused by such misconduct will be recovered from the Participant concerned.
4. Upon registering for an online activity, the Participant must indicate whether he or she agrees to the posting of personal data and the display of a photo during the online activity. Participants will see each other's name, photo and short introduction about themselves during the activity.
5. During the online activity Date for 2 photos and film recordings can be made. Date for 2 uses this photo and film material on the website, in digital and paper newsletters and on social media. Date for 2 will never use a photo or film recording without prior written consent of the Participant.
6. All materials and graphic or other designs, made by or on behalf of Date for 2 as part of an online activity, remain the intellectual property of Date for 2. The Participant who wants to use materials, may submit a written request to Date for 2, which may attach conditions.