



PART I - GENERAL TERMS AND CONDITIONS

1. Definitions

In these general terms and conditions ("Terms"), the following definitions apply:

Provider: Heart to Harmony, registered in the Crossroads Bank under BE1029877506, located at Ruiseledesteenweg 205, 8755 Wingene, hereinafter referred to as "Provider".

Client: The natural or legal person who purchases the Services.

Services: All online courses, audio recordings, workbooks, digital products, coaching, workshops, subscriptions, and other services provided by the Provider.

Agreement: Any agreement between Provider and Client regarding Services.

2. Applicability

These Terms apply to all quotations, offers, agreements, and deliveries of Services by the Provider. Deviations are only binding if confirmed in writing by the Provider.

3. Quotations and Prices

All quotations are non-binding unless otherwise stated.

Prices are in euros, unless expressly indicated otherwise, and exclude any taxes and fees.

The Provider reserves the right to change rates. Agreements already concluded remain unchanged for the ongoing assignment, unless otherwise agreed.

4. Formation of the Agreement

An agreement is concluded once the Client has placed an order and the Provider has confirmed it.

The Provider may refuse orders without providing reasons.

5. Delivery and Access

Digital products and online courses are delivered via email and/or a private platform.

The Provider strives to keep the Services available but may carry out temporary (maintenance) interruptions without liability.

6. Payment, Cancellation, and Refunds

Unless otherwise agreed in writing, full payment must be made in advance using the payment methods offered on the website. The Client will only gain access to the Services after full payment has been received by the Provider.

Once access is granted to digital content, online courses, licenses, coaching, consultations, or downloads, the right of withdrawal/refund expires, except where mandatory consumer law stipulates otherwise.

Cancellation and refund terms specifically mentioned per product on the website or in the order environment take precedence over this article.

- If a payment is reversed (chargeback, reversal, block, or a transaction failing after initial approval), the Client remains fully liable for payment. All outstanding amounts then become immediately due.
- If payment is not made, not made in full, or not made on time, the Client is in default by operation of law without the need for a formal notice. In that case, Provider may:
 - a) suspend access
 - b) suspend performance
 - c) charge statutory (commercial) interest and reasonable collection costs
- In exceptional cases, Provider may, at its sole discretion, grant a (partial) refund. Such goodwill does not create any right or precedent.

7. User Accounts

The Client is responsible for keeping account details confidential.

Unauthorized use of accounts must be reported to Provider without delay.

Provider may temporarily or permanently block accounts in the event of a breach of these Terms.

8. Intellectual Property

All copyrights, trademarks, and other intellectual property rights in the Services and related materials are owned by Provider or its licensors.

The Client receives a limited, non-exclusive, non-transferable license for personal and non-commercial use, unless agreed otherwise.

Copying, distributing, reselling, redistributing, or making (parts of) the materials public without written permission is prohibited.

Any breach may result in immediate termination of access without refund and liability for damages and costs.

9. Limitation of Liability

The information in the courses and materials is intended for educational and coaching purposes and does not replace medical, psychological, psychiatric, or other (para)medical treatment or advice. Provider does not offer diagnosis, therapy, or medical care. The Client remains responsible for seeking qualified professional help if needed.

Provider is not liable for damages arising from the use of the Services, except in cases of intent or gross negligence by Provider.

Where liability cannot be excluded under mandatory law, total liability per incident and per calendar year is limited to the amount paid by the Client for the relevant Service (or, if no payment was made, to €1,000).

Neither party is liable for indirect damages, lost profits, consequential damages, or loss of data.

If a shortcoming can be remedied, Provider will be given a reasonable period to remedy it before liability arises.

10. Indemnity

The Customer indemnifies the Provider against third-party claims arising from or related to the Customer's use of the Services, including claims based on unlawful use, infringement of third-party rights, or breach of these Terms.

11. Force Majeure

Force majeure means any circumstances beyond the Provider's reasonable control that make performance temporarily or permanently impossible. In the event of force majeure, the Provider may suspend performance or terminate the agreement in whole or in part without liability.

12. Confidentiality

Both parties commit to keeping confidential information confidential, unless disclosure is required by law or made with written consent. Confidential information means all non-public information relating to operations, customers, methods, concepts, pricing, or strategy. This obligation continues after the agreement ends.

13. Dispute Resolution and Arbitration

These Terms and all agreements are governed by Belgian law. Disputes will first be settled amicably through consultation or mediation. If no solution is reached within 30 days, the dispute will be finally resolved by arbitration in accordance with the rules of the Belgian Centre for Arbitration and Mediation (CEPANI), unless mandatory consumer law provides otherwise. For consumers outside the EU or in the United States, the Provider may choose resolution by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitral award is binding and enforceable in any jurisdiction. Where permitted by law, the parties waive the right to a jury trial.

14. Limitation of Claims

Any claim against the Provider automatically expires 12 months after the cause of the claim arises, unless a shorter statutory period applies. This provision does not apply to claims based on intent or gross negligence by the Provider.

15. Assignment and Changes

The Customer may not transfer rights or obligations under this agreement without the Provider's prior written consent. The Provider may transfer rights and obligations to an affiliate or successor in the event of a merger or acquisition. The Provider reserves the right to amend these Terms. Changes will be published on the website and take effect 30 days after publication, unless stated otherwise.

PART II - PRIVACY POLICY



1. Introduction

The Provider attaches great importance to the protection of personal data. This Privacy Policy describes which personal data are collected, for what purpose, how long they are retained, and which rights data subjects have.

Controller: Heart to Harmony, Ruiseledesteenweg 205, info@hearttoharmony, hierna "Controller".

2. Scope

This policy applies to all personal data processed by the Controller in the context of its activities, services, and products, including website visitors, customers, and interested parties.

3. What data do we collect?

We process (depending on the context) the following categories of personal data:

- Identification details: name, email address, phone number, address.
- Payment and transaction data: invoice details, payment data (partially).
- Account details: username, password (encrypted), profile information.
- Communication details: messages, email history, feedback.
- Usage data: IP address, device, browser, pages visited, session duration, click behavior.
- Marketing preferences and opt-ins/opt-outs.
- Sensitive data only if explicitly provided and with explicit consent (e.g., health information); this is generally avoided as much as possible.

4. Purposes and legal grounds

We process personal data for the following purposes and on the following legal bases:

- Performance of the contract (Art. 6(1)(b) GDPR): delivery of courses, access to content, customer service.
- Legitimate interests (Art. 6(1)(f) GDPR): security, fraud prevention, analytics, and service improvement.
- Consent (Art. 6(1)(a) GDPR): marketing communication, use of cookies requiring consent.
- Legal obligations (Art. 6(1)(c) GDPR): fiscal retention requirements, anti-money laundering, law enforcement.

5. Retention periods

Personal data are not kept longer than necessary for the purposes for which they were collected, taking into account statutory retention periods (e.g., fiscal documents for 7 years). Specific retention periods are applied per category and are available upon request.

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6. Sharing of data and third parties

Personal data may be shared with:

- Service providers and processors: hosting, email providers, payment providers, analytics, CRM, marketing automation.
- Legal authorities, if required by law.

Processors are contractually obligated to implement appropriate security measures and to process data only in accordance with the Controller's instructions.

7. International transfers

In the course of providing services, personal data may be transferred to countries outside the European Economic Area (EEA), including the United States. Such transfers only take place if appropriate safeguards are in place, such as the European Commission-approved Standard Contractual Clauses or other suitable safeguards. (See "Rights" for contact information.)

8. Data subject rights

Under the GDPR, data subjects have several rights, including the right of access, rectification, erasure, restriction of processing, data portability, and the right to object to processing.

For residents of California (CCPA/CPRA), additional rights apply, including the right to know, the right to deletion, the right to opt out of sale or sharing of personal data, and the right to non-discrimination.

Requests can be submitted via info@hearttoharmony.

9. Cookies and similar technologies

We use cookies and similar technologies for functional, performance, and marketing purposes. For non-essential cookies, we ask for consent and provide a simple way to block or manage preferences.

10. Security

We take technical and organizational measures to secure personal data, including encryption during transmission (TLS), access restrictions, and periodic security reviews.

11. Data Protection Officer (DPO)

If applicable: contact details of the DPO: contact@apd-gba.be, +32 (0)2 274 48 00.

12. Klachten

Data subjects may lodge complaints with the relevant supervisory authority.

For EU residents: they may contact their national supervisory authority or the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) or the Belgian Data Protection Authority (Gegevensbeschermingsautoriteit).

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13. Specific rights for California

When selling to or processing data concerning residents of California, Controller provides additional notices and options, including a “Do Not Sell or Share My Personal Information” link and specific instructions for submitting, correcting, deleting, or objecting to requests.

14. Changes

We reserve the right to modify this Privacy Policy. We will communicate important changes via our website and/or email.