

Terms and Conditions Cancel Out The Noise

Terms and Conditions of Cancel Out The Noise

Chamber of Commerce (KvK) 97207918, established in Amsterdam.

Article 1: Definitions

In these Terms and Conditions, the following definitions apply:

1.1 Cancel Out The Noise: The sole proprietorship “Cancel Out The Noise,” established in Amsterdam, with its registered office at Herengracht 164-3RV, 1016 BP, Amsterdam, and listed with the Dutch Chamber of Commerce under number 97207918.

1.2 Consumer: A natural person who is not acting for purposes related to their trade, business, craft, or profession.

1.3 Client: Any natural or legal person who enters into an agreement with Cancel Out The Noise for the purchase of one or more (online) products or services.

1.4 Products and Services: All (online) trainings, courses, programs, masterclasses, events, healing activations, light language transmissions, advice, card decks, mentorship programs, and any other products or services provided by Cancel Out The Noise.

1.5 Website: The official website of Cancel Out The Noise, accessible via www.canceloutthenoise.com, including all underlying pages.

1.6 Terms and Conditions: These general terms and conditions, including all provisions contained herein. They are available on the Website.

Article 2: Applicability of General Terms and Conditions

2.1 These general terms and conditions apply to all services and products offered by Cancel Out The Noise. This includes — but is not limited to — (online) trainings, courses, programs, masterclasses, events, healing activations, light language transmissions, advice, card decks and mentorship programs. They also apply to all related rights and obligations, of any kind and under any name.

2.2 Any general terms and conditions used by the Client are expressly excluded and shall not apply to the legal relationship with Cancel Out The Noise, unless Cancel Out The Noise has explicitly accepted them in writing.

2.3 Deviations from or additions to these general terms and conditions are only valid if they have been agreed upon in writing by Cancel Out The Noise. Such deviations apply exclusively to the specific agreement for which they were made.

2.4 These general terms and conditions also apply to any supplementary or follow-up assignments provided by Cancel Out The Noise, unless otherwise agreed in writing.

2.5 If the Client qualifies as a Consumer (i.e. a natural person not acting in the course of a profession or business), then any provisions of these general terms and conditions that are unreasonably burdensome under Article 6:236 of the Dutch Civil Code, or that otherwise conflict with mandatory consumer law, shall not apply.

Article 3: Formation of Agreement and Registration

3.1 All offers made by Cancel Out The Noise are non-binding and valid for a period of 7 days, unless stated otherwise in writing.

3.2 By registering or entering into an agreement with Cancel Out The Noise, the Client accepts these general terms and conditions. The terms will be provided to the Client before or at the time the agreement is concluded and are always accessible on the website.

3.3 Registration for any of Cancel Out The Noise's offerings must be completed exclusively online. Registrations are processed in the order they are received. Cancel Out The Noise will confirm each registration via email; only upon sending this confirmation is the agreement considered legally binding. Cancel Out The Noise reserves the right to refuse any registration within five (5) working days of receipt, without the obligation to provide a reason.

Article 4: Services and/or Products

4.1 Cancel Out The Noise commits to using its best efforts to deliver services and products of adequate and proper quality.

4.2 Any complaints regarding the services or products provided by Cancel Out The Noise must be submitted in writing and with reasons to Cancel Out The Noise within 14 days after the Client becomes aware of the issue. Complaints can be sent via email to info@canceloutthenoise.com. If the Client fails to submit a complaint within this period, the Client will be deemed to have waived any such complaint.

4.3 When Cancel Out The Noise facilitates an activity remotely on behalf of the Client, the Client is responsible for providing adequate hosting, ensuring all necessary systems are timely updated, and maintaining a properly functioning internet connection at their location. The Client must also strictly follow any instructions given by Cancel Out The Noise to ensure the proper execution of the (online) activity.

Article 5: Prices

5.1 All prices are exclusive of VAT and any other government-imposed levies, unless explicitly stated otherwise. Prices displayed in the shopping cart are inclusive of VAT and may differ from the VAT-exclusive prices shown on the sales page. The prices shown in the shopping cart are binding.

5.2 For product orders within the Netherlands, shipping costs will be charged separately.

5.3 For product orders outside the Netherlands, the Client is responsible for any applicable shipping and/or insurance costs, sales tax, import duties, and other charges payable in connection with the order.

5.4 Cancel Out The Noise is not bound by price listings that are evidently incorrect due to obvious input, typographical, or printing errors. No rights may be derived from such incorrect pricing information

Article 6: Payment

6.1 Payment must be made in full, without discounts or deductions, in euros and using a payment method chosen by Cancel Out The Noise. Accepted methods are iDeal, direct debit, credit card, and bank/giro transfer.

6.2 The fees for products and services offered by Cancel Out The Noise must be paid in advance, prior to the event or service. Cancel Out The Noise will send an invoice by email only. If the Client requests a paper invoice due to inability to process a digital one, additional administrative costs will be charged. In case of late or incomplete payment, Cancel Out The Noise reserves the right to exclude the participant from the service or event.

6.3 Unless agreed otherwise in writing, the Client must pay the invoice amount within seven (7) days from the invoice date.

6.4 The Client is not entitled to suspend payment obligations. The Client authorizes Cancel Out The Noise to take all necessary actions to process payment via the selected method.

6.5 Cancel Out The Noise reserves the right to require an advance payment on the agreed price for its services. The Client will receive a separate advance invoice in such cases.

6.6 Cancel Out The Noise may offer payment plans for certain products or services. If the Client accepts a payment plan, they agree to pay the installments according to the agreed schedule. A surcharge may apply. Failure to pay any installment on time may result in suspension or termination of access to the service or product, without affecting Cancel Out The Noise's right to claim the outstanding amount. Additional costs or interest may also apply in case of late or missed payments.

6.7 If the Client misses a payment deadline, they are automatically in default. In that case, all amounts owed to Cancel Out The Noise become immediately due and payable. Cancel Out The Noise may also suspend its services or terminate the agreement immediately.

6.8 If the Client does not pay on time, they owe statutory interest plus an additional 3% surcharge on the outstanding amount. The Client is also responsible for all damages and costs incurred by Cancel Out The Noise due to the late payment, including legal and collection costs. All costs related to collecting unpaid amounts—both judicial and extrajudicial—will be charged to the Client. Legal costs are based on actual expenses, including attorney fees. Extrajudicial collection costs are set at 15% of the outstanding amount, with a minimum of €40, unless the actual costs are higher; in that case, the Client must pay the higher amount. Any payment received will first be applied to interest and costs, then to the principal amount.

6.9 In case of late payment, any payment discounts, special arrangements, or granted discounts will expire automatically.

6.10 If the Client fails to fulfill their obligations under the agreement, Cancel Out The Noise may immediately terminate the agreement in whole or in part, or suspend (further) performance. Cancel Out The Noise may also require advance payment or security before continuing. In such cases, the Client must pay for all services already provided and compensate Cancel Out The Noise for any damages suffered, including loss of profit.

Article 7: Delivery

7.1 Upon purchase of any online products or services from Cancel Out The Noise, Cancel Out The Noise will aim to deliver the product or service promptly after payment. For physical products, Cancel Out The Noise strives to ship within two working days, unless otherwise agreed or stated. However, Cancel Out The Noise is not legally bound to meet this timeframe.

7.2 All stated delivery times are indicative only. The Client cannot derive any rights from these timeframes. A delay does not entitle the Client to compensation.

7.3 The maximum delivery period is 30 days after placing the order, unless delays are beyond Cancel Out The Noise's control or the Client has agreed to a longer delivery period. If the Client does not receive the order within a reasonable time (approximately 5 working days), they must report this immediately and no later than 10 working days after placing the order by email. Complaints made after this period will not be processed.

7.4 If delivery is delayed due to (temporary) out-of-stock status or other reasons, or if an order cannot be fulfilled in whole or in part, Cancel Out The Noise will notify the Client within 7 days after the order date. In such cases, the Client may cancel the order free of charge and will receive a refund. The Client is not entitled to any further compensation.

Article 8: Right of Withdrawal

8.1 Only Clients who qualify as consumers have the right to dissolve the agreement for products or services purchased via the Cancel Out The Noise website without giving any reason within 14 days. The reflection period begins on the day the Client receives the product or service. This right applies as described in this article.

8.2 During the reflection period, the Client must handle the product and its packaging with care. The product may only be unpacked or used to the extent necessary to determine whether the Client wishes to keep it.

8.3 If the Client exercises their right of withdrawal, they must return the product, including all accessories and, if reasonably possible, in its original condition and packaging, following Cancel Out The Noise's clear return instructions.

8.4 The Client must notify Cancel Out The Noise of their intention to withdraw within 14 days of receiving the product and return the product within 14 days after notification. Proof of timely return, such as a shipment receipt, should be provided.

8.5 The Client is responsible for return shipping costs when exercising the right of withdrawal.

8.6 Cancel Out The Noise will refund payments as soon as possible, but no later than 14 days after receiving the returned product. If the product is damaged due to careless handling, the Client is liable for any reduction in value.

8.7 Online programs and similar digital products or services cannot be returned or canceled once ordered. As these products are delivered immediately and Cancel Out The Noise cannot verify whether they have been used, all sales are final. The Client explicitly agrees that these products and services are non-refundable.

Article 9: Mentorship

9.1 Cancel Out The Noise commits to delivering mentorship of proper and adequate quality within its online programs and mentorship offerings. Continuous improvement of programs and trainings is part of this commitment.

9.2 If the Client misses a scheduled meeting or session without prior notice, the session will be lost and cannot be rescheduled. The Client must still pay the full fee.

9.3 If the Client cannot attend a scheduled meeting or session, they must notify Cancel Out The Noise at least 24 hours in advance by emailing info@canceloutthenoise.com. Rescheduling is subject to Cancel Out The Noise's approval. The Client remains financially responsible, except where mandatory consumer protection laws provide otherwise.

9.4 If the Client ends a long-term program or mentorship early, they remain responsible for all outstanding payments. No refunds will be given.

Article 10: Event Tickets

10.1 If the Client cannot attend an event, they may register for the same event on a different date free of charge, subject to availability.

10.2 Event tickets are non-refundable. If the Client cannot attend, they may transfer their ticket to another person. Ticket transfers must be requested at least 10 days before the event by emailing info@canceloutthenoise.com and are subject to a €10 administration fee.

Article 11: Commissioned services

11.1 If the Client cancels a booking for a commissioned service offered by Cancel Out The Noise (such as speaking engagements), 50% of the agreed price will be charged if cancelled between 14 and 90 days before the scheduled date. If the cancellation occurs within 14 days of the scheduled date, 100% of the agreed price will be charged.

11.2 This cancellation policy applies only to commissioned services, which are custom bookings made by the Client for specific events or projects. It does not apply to regular offerings, such as trainings, courses, programs, mentorships, or other standard products and services provided by Cancel Out The Noise.

Article 12: Changes

12.1 Cancel Out The Noise reserves the right to change the location, date, or time of any training, program, course, scheduled meeting, session, or event. If there are insufficient registrations, Cancel Out The Noise may cancel or postpone the event. The Client will be informed of such changes in a timely manner.

12.2 If a service or product cannot proceed as planned, Cancel Out The Noise will strive to provide a suitable substitute. If no substitute is available and the service or product is cancelled, Cancel Out The Noise will refund any amounts already paid by the Client within 14 days. The Client is not entitled to any additional compensation. Cancel Out The Noise's liability is limited to the refund of the paid amount. This applies equally to cancellations of other services offered by Cancel Out The Noise.

12.3 Cancel Out The Noise reserves the right to replace any previously announced trainers without prior notice.

Article 13: Liability

13.1 Cancel Out The Noise undertakes a best-effort obligation in providing its services and/or products. While Cancel Out The Noise exercises the utmost care regarding the content delivered, it cannot guarantee the absence of errors or omissions. Neither Cancel Out The Noise nor its trainers and team members shall be liable for any damage resulting from such errors or omissions. The Client remains responsible for implementing any advice given.

13.2 Cancel Out The Noise is not liable for personal injury, property damage, loss, or theft occurring during any services or events provided.

13.3 Cancel Out The Noise cannot be held responsible if the Client does not achieve the desired or expected (financial) results from the use of its products or services.

13.4 Cancel Out The Noise is not liable for any damage caused by improper or unprofessional use of its products or services, or failure to follow provided instructions, whether by the Client or any third party.

13.5 Cancel Out The Noise is not liable for malfunctions in the online environment caused by incorrect, untimely, or negligent actions by the Client related to the technical systems at the Client's location.

13.6 Cancel Out The Noise's total liability for any attributable failure to fulfill its obligations, or otherwise, shall be limited to direct damages up to the amount paid by the Client for the relevant program, ticket, or service, except in cases of intentional misconduct or gross negligence.

13.7 By participating in any event or program, the Client confirms they are in good mental and physical health. If this is not the case, or if there is any doubt, the Client must notify Cancel Out The Noise prior to registration via info@canceloutthenoise.com.

Article 14: Intellectual Property and Rights

14.1 All intellectual property rights, including copyrights, related to materials, information, training programs, and any content provided by Cancel Out The Noise remain the exclusive property of Cancel Out The Noise. The Client is granted a limited, non-transferable license to use these materials solely for personal or internal purposes and may not reproduce, distribute, or share them without prior written consent.

14.2 Materials provided by Cancel Out The Noise are for the Client's personal use only. The Client may not reproduce, publish, record, distribute, or share login credentials, nor develop or offer any service or activity based on these materials without prior written consent.

14.3 Recording video or audio during events is prohibited, including broadcasting footage live or otherwise. Photos are only allowed during designated breaks. Recording during healing activations and light language transmissions is strictly forbidden.

14.4 Violations of recording rules may result in exclusion from further participation.

14.5 Clients may not commercially use or publish any event materials, including workbooks, images, or information, without written consent. Unauthorized use will lead to legal consequences.

14.6 Clients may share non-commercial photos of event visuals on personal social media.

14.7 Cancel Out The Noise may record events, and Clients may appear in these recordings. By participating, Clients grant permission for Cancel Out The Noise to use these materials for promotional purposes.

14.8 No rights may be derived from information on Cancel Out The Noise's website or other online platforms.

Article 15: Confidentiality

15.1 Both Cancel Out The Noise and the Client are obligated to maintain confidentiality regarding all confidential information obtained from each other or from other sources within the scope of their agreement. Information is considered confidential if explicitly stated by the other party or if its nature implies confidentiality.

15.2 Any (personal) data of the Client obtained by Cancel Out The Noise through the website or other means will be handled with care and confidentiality. Such data will be used solely for the purposes stated, in accordance with applicable privacy laws.

15.3 The Client shall treat all information relating directly or indirectly to Cancel Out The Noise—such as details about working methods and techniques—as strictly confidential.

Article 16: Force Majeure

16.1 If Cancel Out The Noise is unable to fulfill her obligations to the Client due to a non-attributable failure (force majeure), performance of those obligations will be suspended for the duration of the force majeure, or Cancel Out The Noise may cancel the agreement without being in default. Cancel Out The Noise will inform the Client of the force majeure as soon as possible.

16.2 If the force majeure situation lasts 30 days or longer, both parties have the right to dissolve the agreement, in whole or in part, insofar as justified by the circumstances.

16.3 In the event of force majeure, the Client is not entitled to any (damage) compensation. Cancel Out The Noise remains entitled to payment for any performance already delivered.

16.4 Force majeure refers to any circumstance beyond the control of Cancel Out The Noise that prevents full or partial fulfillment of obligations to the Client, or makes such fulfillment unreasonable to expect, regardless of whether the circumstance was foreseeable at the time the agreement was made.

16.5 Force majeure includes, but is not limited to: war, civil unrest, flooding, fire, strikes, lockouts, blockades, riots, production issues at Cancel Out The Noise or her suppliers (including internet outages required for delivering training, courses, or webinars), transportation problems, currency devaluation, increased import duties, excise taxes or other taxes, government measures, lack of required permits, accidents, illness, and computer malfunctions—whether at Cancel Out The Noise or at the location where the training or service is provided.

Article 17: Partial Invalidity

17.1 If any part of these general terms and conditions is found to be invalid or void, this will not affect the validity of the other parts, as long as those parts are not closely connected in meaning and purpose to the invalid part.

17.2 In that case, Cancel Out The Noise and the Client will consult each other to agree on a new provision that replaces the invalid one and reflects its original intent as closely as possible.

Article 18: Applicable Law and Competent Court

18.1 All agreements between Cancel Out The Noise and the Client are governed exclusively by Dutch law.

18.2 Any disputes arising from the execution of this agreement, or related agreements, that cannot be resolved amicably will be submitted to the competent court in Amsterdam, the Netherlands.