

GENERAL TERMS AND CONDITIONS OF COSTACUPPING

CostaCupping (hereinafter "CostaCupping") is based in Jávea, Spain

All services offered are performed with love and care. They are not meant to replace regular medicine, but to complement it. Undergoing-and participating in-sessions & treatments is at your own responsibility and risk.

Article 1. Applicability of general terms and conditions

1.1 These terms and conditions apply to every offer, treatment and transaction between CostaCupping and its clients.

1.2 These general terms and conditions cannot be deviated from, unless the parties have expressly agreed different clauses and provisions with each other in writing.

1.3 CostaCupping may modify and supplement these General Terms and Conditions at any time, without prior notice and giving reasons. CostaCupping shall provide its client with the most recent version of the general terms and conditions or publish it on its website.

Article 2. Appointments

2.1 An appointment with CostaCupping can be made via the website, by phone or by e-mail. Appointments made with CostaCupping are binding.

2.2 Prior to an initial Transformational Cupping® treatment, CostaCupping will briefly ask a number of questions as an introduction and to identify any complaints. On the basis of these, CostaCupping may draw up a treatment plan.

2.3 The client must notify CostaCupping of any impediment at the latest 24 hours before the appointment. Appointments cancelled within 24 hours may be charged in full to the client. This also applies in case of no show. In case of late arrival, the appointment can only take place if CostaCupping has sufficient time to perform the treatment.

2.4 The client is allowed, in case of prevention, to have a third party attend the appointment with CostaCupping in his/her place.

2.5 CostaCupping reserves the right to reschedule or cancel scheduled appointments if it cannot fulfil the agreement, without being liable for any compensation.

Article 3. Implementation of treatment

3.1 CostaCupping shall carry out the treatment to the best of its knowledge and ability, in accordance with the requirements of good craftsmanship. All this based on the then known state of science.

3.2 If the client is under treatment from a doctor, physiotherapist, specialist and/or is taking medication, the client should consult the doctor, physiotherapist and/or specialist whether the desired treatment may be carried out.

3.3 If the client is pregnant, this must be reported to CostaCupping at all times - prior to the treatment. No treatments will be performed during pregnancy.

3.4 The client is at all times responsible for the information and its accuracy provided to CostaCupping during the intake interview, so that CostaCupping can carry out the treatment as responsibly and safely as possible.

3.5 The client makes use of CostaCupping's services at his/her own free will and risk and therefore CostaCupping cannot be held liable for any damages incurred before/during/after participation/use of treatments and/or services. CostaCupping is not liable for any damage and/or injury as a result of withholding medical information such as physical and/or mental conditions, injuries and medication.

3.6 Ethics and hygiene are of paramount importance at CostaCupping and CostaCupping also expects this from the client.

Article 4. Prices & Payment

4.1 All prices quoted by CostaCupping are in euros and include VAT and exclude travel expenses, unless otherwise stated.

4.2 CostaCupping reserves the right to make interim changes to its prices, announced on its website, social media or otherwise, if it deems it necessary. CostaCupping shall notify price changes 30 days before the effective date.

4.3 The client pays for the service offered in advance online through the payment options offered or directly after the treatment in cash. Products purchased in the practice can be paid directly at CostaCupping (cash or via payment request).

4.4 Offers are valid during the specified period and/or while stocks last.

Additional supplement for CostaCupping's online courses/programmes

4.5. After purchasing an online training course from CostaCupping, you have unlimited access to the learning materials.

4.6. You pay for the online course directly online, making it quick and easy to start. There is therefore no cancellation or withdrawal right for CostaCupping courses purchased online. Once purchased, you cannot cancel the course and get a refund.

Article 5. Liability

5.1 CostaCupping shall only be liable for direct damage arising from or related to the execution of the treatment, if and insofar as such damage was caused by intent or deliberate recklessness on the part of CostaCupping.

5.2 If CostaCupping is liable, this liability shall be limited to the amount paid out by a liability insurance taken out, increased by the amount of any applicable excess. In the absence of a (full) payment of the damage amount by an insurance company, the liability is limited to a maximum of the total amount of the treatment, at least that part of the treatment to which the liability relates.

5.3 CostaCupping shall never be liable for:

- damage of any kind due to CostaCupping having relied on incorrect or incomplete information provided by the client about relevant physical conditions, medication use, work or leisure activities;
- theft, damage and/or loss of the client's personal property during treatment;
- health damage and/or medical expenses resulting from damage arising from the treatment;
- disappointing results, if CostaCupping has completed the treatment as agreed.

5.4 CostaCupping shall at all times be entitled, if and to the extent possible, to undo the damage, by repairing or improving the treatment and/or providing a new product.

5.5 A claim for compensation by the client must be submitted to CostaCupping no later than 14 days after the client discovered or reasonably could have discovered the damage. Failure to file a claim for compensation on time shall void the right to compensation by the client.

5.6 The provisions of this article apply except in the case of intent or gross negligence on the part of CostaCupping and if mandatory provisions do not dictate otherwise.

5.7 Liability for online programmes/courses

CostaCupping is not liable for damages, of any kind, resulting from the reliance on incorrect and/or incomplete data provided by you. CostaCupping is not liable for the incorrect execution of the information in the online courses. CostaCupping shall not be liable for

indirect damages, including, but not limited to, consequential damages, lost profits, property damage, missed savings and damages due to business stagnation from you and/or third parties. The purchase indemnifies CostaCupping against any liability for such damages from third parties.

Article 6. Privacy & confidentiality

6.1 CostaCupping is obliged to keep all confidential information communicated by the client during treatment confidential. Information is considered confidential if it has been communicated by the client or if it arises from the nature of the information. When making an appointment, your email, address and telephone number are always requested for our records, these are handled according to the Privacy Act.

6.2 However, the confidentiality shall lapse if under a legal provision, if this is necessary for the execution of the agreement or a court ruling CostaCupping is obliged to disclose the information to third parties.

Article 7. Conduct

7.1 The client should behave properly according to general standards and values. If the client continues to behave improperly after repeated warnings, CostaCupping has the right to refuse/stop treatment without giving any reason and without the right of the client to any compensation.

7.2 CostaCupping greatly appreciates it if mobile phones, pagers etc. are switched off or put on silent before the start of a treatment.

7.3 CostaCupping always reports theft to the police.

Article 8. Force majeure

8.1 If the execution of a treatment by CostaCupping is made impossible due to a cause that cannot be attributed to CostaCupping or as a result of which fulfilment of its obligations cannot reasonably be required from CostaCupping, CostaCupping shall be entitled to suspend the execution of the treatment until CostaCupping is still able to fulfil it in the agreed manner.

8.2 In these general terms and conditions, force majeure is understood to mean: a circumstance that cannot be attributed to the fault of CostaCupping and cannot be attributed to CostaCupping by virtue of the law, legal act or generally accepted practice. In addition to this explanation of force majeure by law and jurisprudence, force majeure shall also include: all external causes, foreseen or unforeseen, on which CostaCupping has no influence, but which prevent CostaCupping from fulfilling the obligations.

8.3 In case of force majeure, CostaCupping will - if possible - schedule a new appointment with the client.

8.4 CostaCupping shall not owe any (damage) compensation in a force majeure situation, even if it enjoys any advantage as a result of the force majeure situation.

Article 9. Copyright

9.1. All rights of the course materials and documentation provided by CostaCupping shall belong to CostaCupping, insofar as these rights do not belong to others.

9.2. Without written permission from CostaCupping, it is not permitted to disclose or reproduce the course materials and or documentation provided in any form or to use them for courses not provided by CostaCupping.