

TERM AND CONDITIONS

Article 1. Definitions

1.1. Phenomenal M: the LLC Phenomenal M, established in London and registered as a company under number OC444015.

1.2. Client: the natural person or legal entity that has entered into an agreement with Phenomenal M.

1.3. Under “general terms and conditions” is understood: the entirety of the provisions as included in this document.

1.4. Services: all services that Phenomenal M will perform for the client. The services of Phenomenal M are aimed at strengthening personal leadership and realizing business and personal growth. This is done, among others, through coaching, online trainings, meditations, visualizations and manifestation bundles, group coaching, masterclasses and an online membership.

1.5. Agreement: the agreement between Phenomenal M and the client on the basis of which Phenomenal M will perform the services.

1.6. Information: all data that the client provides to Phenomenal M.

1.7. Written: email and digital messages such as WhatsApp.

1.8. Confidential information: all financial, business and personal data that are provided, entered, stored and processed by the client and/or Phenomenal M.

1.9. Website: www.phenomenalm.com

2.1. These general terms and conditions apply to all offers made by Phenomenal M, quotations issued, agreements concluded, services performed, other actions carried out and invoices, unless otherwise agreed in writing.

2.2. By agreeing via email, accepting a quotation online and/or placing an order via the website or a payment page, and thereby explicitly giving consent, the client declares that he/she has taken note of these general terms and conditions and agrees with their content.

2.3. If there are differences between provisions in these general terms and conditions and provisions in a signed agreement, the provisions of the agreement shall prevail over the provisions in these general terms and conditions.

2.4. These general terms and conditions also apply to actions and/or work performed by third parties engaged by Phenomenal M for the performance of work under this agreement.

2.5. The applicability of the general terms and/or purchasing conditions of the business client is expressly rejected. Other terms therefore do not apply to the concluded agreement.

2.6. Phenomenal M may always amend the general terms and conditions, also for existing agreements.

2.7. If Phenomenal M amends the general terms and conditions, Phenomenal M will inform the client thereof by email.

2.8. In the event of an amendment to the general terms and conditions, the client may terminate the agreement from the moment the new general terms and conditions become valid, or up to a maximum of 7 days after the new general terms and conditions have taken effect.

Article 2. Applicability of these General Terms and Conditions

2.9. Phenomenal M and the client will, in consultation, draw up a new provision to replace the provision declared invalid. In doing so, the purpose and intent of the invalid provision must be kept in mind.

Article 3. Offer

3.1. If an offer by Phenomenal M has a limited period of validity, this will be clearly stated in the offer, on the website, payment page and/or on social media. If no period is stated, the offer is valid until 14 days after the date on which the offer was made. If the client does not accept the offer within those 14 days, the offer shall lapse. The offer is also subject to availability.

3.2. As long as the client has not accepted the offer within the stated period, Phenomenal M may withdraw or amend the offer and the associated rates.

3.3. Phenomenal M states in the offer which service, trajectory, program or online product is offered at the agreed rate.

3.4. If it appears that the client has provided incorrect and/or incomplete information when submitting the request, Phenomenal M may adjust the rates and additional conditions.

3.5. The offer and/or a special promotion does not automatically apply to follow-up assignments.

3.6. The offer contains a complete description of the services offered; the description is sufficiently detailed to enable the client to properly assess the offer.

3.7. Phenomenal M may charge the client a deposit in the amount of the first installment payment of the agreed rate. The performance of the services, such as, among others, access to a membership and/or other online content, will only commence after the deposit has been paid.

3.8. Phenomenal M may change its rates in the interim. If the rates of agreed services increase after the agreement has been concluded, the client may cancel the agreement as of the date the price increase takes effect. Price increases due to statutory regulations or provisions are excluded.

3.9. Everything delivered to the client outside the offer is considered additional work and will be charged as such.

3.10. Phenomenal M cannot be held to the offer if the client could reasonably have understood that the offer, or part thereof, contained an obvious mistake, clerical error or typographical error.

Article 4. Agreement, Additional Work, Termination, Cancellation and Amendments

4.1. The agreement is concluded from the moment the client sends acceptance of the offer to Phenomenal M by email or places an order via the website or payment page. Amendments to concluded agreements can only be made in writing and are only valid when they have been accepted by Phenomenal M and the client.

4.2. After the agreement has been concluded, Phenomenal M will start the activities within the agreed period and/or grant access to the online content. If the client has accepted the offer electronically, Phenomenal M confirms acceptance of the offer. As long as Phenomenal M has not confirmed acceptance, the client may terminate the agreement free of charge.

4.3. Phenomenal M may have certain activities performed by third parties or have itself supported without having to inform the client in advance.

4.4. If, due to unforeseen circumstances that were not yet known at the time of drawing up the offer, Phenomenal M must perform more work than agreed in the offer, Phenomenal M may charge the resulting additional costs to the client as additional work.

4.5. It is not possible to return purchased digital products, including an online product such as an online program, online masterclass/training, access to a membership, challenge or e-book. By ordering and paying for the digital products, the client immediately (or at least immediately and automatically within 48 hours after purchase) receives full access to the purchase. During the ordering process, the client expressly agrees that he/she thereby waives the right to make use of a cooling-off period and the right to withdraw from the agreement. If the client has not gained access due to technical reasons, the client can contact hello@phenomenalm.com.

4.6. The offer accepted by the client, any agreement concluded and these general terms and conditions together form the complete representation of the rights and obligations of both parties and replace all prior written and oral agreements.

4.7. If changes occur with regard to the circumstances on which Phenomenal M based itself when making the offer, Phenomenal M is entitled to amend the execution of the agreement and/or adjust the rates.

Article 5. Execution of the Agreement

5.1. Each agreement between Phenomenal M and the client is a best-efforts obligation, whereby Phenomenal M will perform its obligations to the best of its ability and insight, with due care and craftsmanship.

However, Phenomenal M cannot be held responsible if the result of the activities does not meet the client's expectations and/or the result the client intended.

5.2. Phenomenal M ensures that (confidential) information that the client provides to Phenomenal M is secured in such a way that this data is not available to unauthorized persons.

5.3. Phenomenal M is entitled, for promotional purposes, for example for references, to publish the client's data on the website and/or social media channels.

5.4. The client is obliged to make all information necessary for the performance of the activities, such as personal and company data and information about or

relating to the activities to be performed and relevant information requested by Phenomenal M, available to Phenomenal M in a timely manner. The client is responsible for the accuracy, completeness and reliability of this data, also if it originates from third parties.

5.5. If the client does not make the data referred to in Article 5.4 available to Phenomenal M, or not in time, and the performance of the activities is delayed as a result, the resulting additional costs shall be borne by the client. In addition, Phenomenal M may unilaterally decide to suspend the performance of the activities until the data has been received by Phenomenal M.

5.6. If, due to Phenomenal M, the performance of the services is delayed due to illness or other unforeseen (personal) circumstances, Phenomenal M will inform the client thereof in writing as soon as possible, but always within 24 hours.

5.7. A trajectory or online program can only be paused in consultation with Phenomenal M. If Phenomenal M agrees to pausing a trajectory or online program, a restart date must be determined at the same time.

5.8. Phenomenal M works with the client online for the trajectory and the program. During the performance of the services, Phenomenal M may make use of AI. The use of AI will in that case only be a supportive tool. In the event AI is used, the client's data will not be processed in it.

Article 6. Client Rights and Obligations

6.1. The client must comply with the provisions included in these general terms and conditions.

6.2. The client is obliged to report changes in the data referred to in Article 5.4 to Phenomenal M as soon as possible.

6.3. The client is obliged to report complaints about the services and/or products delivered by Phenomenal M no later than 2 days after discovery of the defect, or within 30 days after completion of the full assignment, to Phenomenal M. Phenomenal M strives to respond to the complaint within 5 working days.

6.4. The client is obliged to give Phenomenal M a reasonable period to remedy the complaint and/or the established defect. Submitting a complaint does not suspend the payment obligation.

6.5. One year after delivery of the products and/or services, the client indemnifies Phenomenal M against all legal claims arising from those delivered services and/or products.

6.6. The client must make backup copies of all materials and/or data that he/she sends to Phenomenal M for the performance of the activities, such as for example feedback moments if these form part of the activities. In the event of loss of these materials and/or data, Phenomenal M is not liable for the resulting damage.

6.7. If Phenomenal M shares login details with the client, the client is responsible for these details. Phenomenal M is not liable for misuse and/or loss of the login details

and may assume that the client is the person who logs in using the login details shared with the client.

6.8. The client may post messages in Phenomenal M's online community. The client is at all times responsible for the content of the messages that are posted. Messages may not contain advertising, unsolicited acquisition, spam, discriminatory, pornographic, insulting or threatening content, or otherwise violate the law and harm other participants. Phenomenal M may always remove this information without stating reasons and, if necessary, immediately remove the client from the group and community. Any refund of paid amounts is excluded.

Article 6.9. Promotion, sales and external groups

6.9.1. The customer is not permitted to engage in any promotional, commercial or sales-related activities within any environment of Phenomenal M, including but not limited to the online community, live sessions, chat functions during live sessions, masterclasses and group programs, without the prior written consent of Phenomenal M.

6.9.2. Promotional and commercial activities include, but are not limited to:

1. Sharing links to WhatsApp groups, Facebook groups, Telegram groups or other external communities.
2. Promoting one's own products, services, programs, events or collaborations.
3. Sharing affiliate links, discount links or other sales links.
4. Inviting participants to gather or share information outside the environment of Phenomenal M.

6.9.3. This provision applies to all forms of participation, regardless of whether the offering is free of charge or paid, including webinars, programs, coaching, memberships and live sessions.

6.9.4. Phenomenal M facilitates its own community as a central and safe environment in which participants can share experiences, insights and successes. Within this environment, Phenomenal M is able to safeguard quality, safety, guidance and cohesion. Phenomenal M cannot guarantee these safeguards in external groups.

6.9.5. It is not permitted to actively divert participants from the community or programs of Phenomenal M to external groups, nor to bring together participants from different programs outside the environment of Phenomenal M.

6.9.6. If the customer acts in violation of this article, Phenomenal M is entitled, without prior notice, to:

1. Remove messages.
2. Remove the customer (temporarily or permanently) from the community, live session or program.
3. Terminate the agreement in whole or in part.

In such cases, any right to a refund of amounts already paid is excluded.

Article 7. Additional provisions: online learning environment, masterclasses, group programs and membership

7.1. As soon as the client has accepted Phenomenal M's offer, a payment obligation arises for the client, even if the client does not follow the entire trajectory or the entire program.

7.2. The knowledge acquired by the client may not be copied and may only be used for the client's own development.

7.3. In addition to Article 7.2, the client is not permitted, regardless of (full) participation or not, after completion of the trajectory and/or program, to offer or have offered a similar trajectory/program, whether or not with reference to or according to the method of Phenomenal M, unless explicitly agreed otherwise. If Phenomenal M observes that the client has wholly or partially copied the content, it is up to the client to prove that this is not the case, and Article 9 shall apply.

7.4. The client acknowledges that any result may not be immediately visible or measurable and that any results depend on the client's own efforts and the manner in which the client carries out assignments and implements results. Phenomenal M provides no guarantees whatsoever regarding the achievement of any specific result by the client.

7.5. The client has access to the online learning environment and content of Phenomenal M for as long as the product purchased by the client is available. Phenomenal M cannot give any guarantees regarding the availability of individual products. If Phenomenal M nevertheless decides to remove or relocate material (earlier), Phenomenal M will inform the client thereof three months prior to the relocation or removal, via the most recently known email address of the client. The client is responsible for timely following the content and, if applicable, downloading files if they are available.

7.6. Login details relating to the online community and/or masterclasses may not be shared with third parties. If Phenomenal M observes that, due to the actions of the client, third parties have access to Phenomenal M's restricted content, Phenomenal M is entitled to deny the client access without prior warning. Any refund of paid amounts is excluded.

7.7. Phenomenal M uses software from a third party (supplier) to make content digitally available to the client within the online community. Phenomenal M cannot guarantee that this software will always and everywhere be accessible and accepts no liability for temporary unavailability of the content.

7.8. Phenomenal M may expand, restrict or modify the content within a course, trajectory and the online learning environment in connection with qualitative improvements whenever Phenomenal M deems this necessary.

7.9. If the client pays in installments and fails to make installment payment(s) on time, Phenomenal M may block (suspend) the right to participate in the trajectory/program and access to the online community until payment has been made.

7.10. If access to an online community has been denied, the client will regain access once payment(s) have been made.

7.11. Phenomenal M is at all times permitted to terminate the agreement prematurely if new facts and/or circumstances result in a breach of the relationship of trust. In that case, Phenomenal M will refund the remaining amount of the trajectory to the client, but is never obliged to pay compensation to the client.

7.12. If Phenomenal M is prevented from conducting an agreed session within the trajectory and/or program, a new date will be offered at Phenomenal M's discretion.

7.13. Refund of tickets purchased by the client for any (online) webinars and/or masterclasses of Phenomenal M is not possible.

7.14. If Phenomenal M, due to insufficient registrations, unavailability of Phenomenal M or engaged third parties and/or force majeure (as referred to in Article 12), is forced to reschedule a group session, an (online) webinar and/or masterclass, the client retains the right to attend the service on the date to be determined. If the client cannot or does not wish to attend on the newly determined date, the client may opt for a refund of the amount paid. The client will receive the paid amount back within 14 days to the bank account used to purchase the ticket.

7.15. Participation by the client in an online group activity cannot be rescheduled or made up in case of absence. Phenomenal M creates a schedule for group activities and informs the client thereof in a timely manner. If possible, Phenomenal M may share the content and/or recording of a group session with the client. Failure or inability to participate does not lead to a refund of paid amounts or suspension of the payment obligation. If no one is present at a group activity, it will be cancelled. No alternative activity will be provided.

Membership

7.16. Phenomenal M offers a membership for the online learning environment/community and business coaching for a fixed monthly fee. The client can apply for and conclude a subscription via the website.

7.17. The membership has a minimum term of 12 months, with monthly or annual invoicing, unless stated otherwise. The membership cannot be terminated prematurely.

7.18. The client has access to the online content of the membership as long as the client remains a member.

7.19. The membership expires automatically unless the client submits a request for renewal to Phenomenal M.

7.20. In the event of partial use or premature termination by the client, no refund of the invoice will take place. In the event of premature termination of a

membership, the client remains fully obliged to pay the full agreed amounts relating to the membership.

7.21. The login details provided by Phenomenal M to the client relating to the membership may never be shared with third parties. If Phenomenal M observes that, due to the actions of the client, third parties have access to the membership, Phenomenal M is entitled to deny the client access to the membership without prior warning.

7.22. If the client wishes to cancel the membership, the client must send an email to hello@phenomenalm.com requesting termination of the subscription.

Cancellations via other channels will not be processed.

Article 8. Payment

8.1. As soon as the offer has been accepted by the client, the obligation to pay the agreed rate also arises.

8.2. Invoices must be paid within 7 calendar days after the invoice date, unless other agreements have been made or a different payment term is stated on the invoice.

8.3. Purchases relating to online content must be paid immediately.

8.4. Phenomenal M offers the client the possibility to pay in previously agreed installments. If installment payment(s) are not made on time, Phenomenal M is entitled to suspend the activities until the payment arrears have been settled and to immediately deny access to the online program.

8.5. If late payment has occurred three times, Phenomenal M may decide to unilaterally terminate the assignment and/or revoke the option of installment payments, and the remaining amount shall become immediately due and payable in full.

8.6. If the client fails to meet the payment obligation on time, the client is legally in default without any further notice of default being required.

8.7. In the event of late payment, the client is obliged, in addition to the amount due increased by statutory (commercial) interest, to fully reimburse both extrajudicial and judicial collection costs, which amount to at least 15% of the invoice amount with a minimum of €150 excl. VAT. In the case of a private client, the statutory BIK rates apply.

8.8. In the event of liquidation, bankruptcy, attachment or suspension of payment on the part of the client, the claims of Phenomenal M become immediately due and payable.

8.9. In addition to Article 8.8, Phenomenal M has the right to terminate or suspend the performance of the activities or the part thereof not yet performed, without notice of default or judicial intervention, without any right to compensation for damage on the part of the client.

8.10. The client may raise objections to invoices sent by Phenomenal M no later than five days after the invoice date by sending an email to finance@phenomenalm.com

. Upon receipt of the objection, Phenomenal M will investigate the correctness of the invoice amount.

Objections to invoices do not suspend the client's payment obligation.

8.11. If payment is made via direct debit but collection proves impossible, for example due to insufficient funds, an incorrect bank account number provided by the client, or if the client reverses one or more direct debits, the client owes €15 in administration costs per failed direct debit. The client is also obliged to ensure payment of the failed amount within 14 days after the debit attempt.

Article 9. Intellectual property

9.1. All intellectual property rights to all services, products, documentation and/or materials delivered rest with Phenomenal M, unless agreed otherwise. The client is not permitted under any circumstances to reproduce, resell, disclose and/or make available to third parties the delivered services, products, documentation and/or materials, unless otherwise agreed in writing.

9.2. The intellectual property rights to creations of the human mind developed by Phenomenal M are and remain the exclusive property of Phenomenal M, unless the rights are bought out or otherwise agreed.

9.3. Phenomenal M is not responsible for information and/or content shared with or made available to Phenomenal M by the client. If information and/or content provided by the client infringes third-party rights and/or violates applicable laws and regulations, the client indemnifies Phenomenal M against any claims for damages made by third parties as a result of the client's actions.

9.4. Any act in violation of this article is considered an infringement of copyright, entitling Phenomenal M to compensation in the amount of €1,000 per instance of unlawful use, without prejudice to the right to claim additional damages.

Article 10. Duration of the agreement and termination

10.1. The agreement is entered into for a fixed term, unless otherwise stated in the offer or unless the parties have expressly and in writing agreed otherwise.

10.2. The client may not terminate the agreement prematurely.

10.3. Both parties may terminate the agreement only if the other party fails to fulfil its obligations after proper written notice of default. A reasonable period must in any case be granted to remedy the failure.

10.4. By way of exception to Article 10.3, Phenomenal M may immediately terminate the agreement in whole or in part without notice of default and without judicial intervention by written notification if there is an urgent reason, including but not limited to the following situations:

- suspension of payment has been granted to the client;
- the client has been declared bankrupt;

- there is a suspicion that the client cannot or will not continue to meet payment obligations and/or recurring payment problems;
- the client acts in violation of public order, morality and/or laws and regulations;
- the client infringes the rights of third parties;
- the client acts in violation of an obligation arising from the agreement;
- the client fails to respond to correspondence via email, telephone and/or in writing, whether or not by registered letter, and ignores reasonable guidelines and/or instructions of Phenomenal M;
- there are indications and/or (new) facts and circumstances that Phenomenal M can no longer reasonably perform the activities to the best of its ability, for example due to a breach of trust with the client.

10.5. If the agreement is terminated due to a situation referred to in Article 10.4, Phenomenal M will refund the remaining amount for work not yet performed but will never be obliged to pay compensation to the client.

10.6. If Phenomenal M has already received payments relating to work already performed at the time of termination, such payments will not be refunded retroactively. Amounts invoiced prior to termination remain due and become immediately payable upon termination.

Article 11. Liability

11.1. The client is and remains fully responsible for the execution or application of knowledge, actions and/or advice provided by Phenomenal M during the performance of the activities.

11.2. If Phenomenal M is nevertheless held liable despite Article 11.1, any liability is limited to compensation for direct damage up to a maximum of twice the agreed fee for the relevant activities. In the case of a continuing performance agreement, liability is limited to direct damage up to a maximum of the amount of the last invoice paid by the client.

11.3. The client is only entitled to compensation if the client has notified Phenomenal M of the attributable failure and/or unlawful act by means of a notice of default, granting Phenomenal M a reasonable period to remedy or comply. Only if Phenomenal M fails to remedy or comply may the client be entitled to compensation. If compliance or remedy is permanently impossible, a notice of default is not required.

11.4. In addition to Article 11.2, Phenomenal M is only liable for direct damage such as reasonable costs to determine the cause and extent of the damage, reasonable costs incurred to remedy the damage, and reasonable costs incurred to prevent or limit damage, insofar as the client can demonstrate that these costs have led to limitation of direct damage as referred to in this article.

11.5. Phenomenal M is not liable for damage arising from the agreement, except where the damage is

attributable to intent or gross negligence on the part of Phenomenal M.

11.6. Phenomenal M is never liable for indirect or consequential damage, such as lost savings, lost profit, legal costs, loss of customers, repair costs, damage due to business interruption, or damage arising from loss of the data referred to in Article 5.4 or from reliance on incorrect or incomplete data provided by or on behalf of the client.

11.7. The client indemnifies Phenomenal M against all third-party claims, including costs, that in any way relate to activities performed by Phenomenal M under the agreement.

11.8. No rights or obligations may be derived by the client from the trajectory and/or program, assignments and/or exercises, and all actions by the client are at the client's own expense and risk. Phenomenal M accepts no liability for the manner in which the client applies Phenomenal M's methods in practice.

11.9. Participation in activities organized and/or supervised by Phenomenal M during the program/membership is optional. The client may choose whether or not to participate. Activities that form part of a program/membership cannot be refunded if the client chooses not to participate.

Article 12. Interruption of activities and force majeure

12.1. Phenomenal M is not obliged to perform the activities if performance has become impossible due to force majeure. Force majeure is understood to mean a situation beyond the reasonable control of the parties, such as illness, a pandemic, accidents, fire, business disruptions and government measures.

12.2. If a situation as referred to in Article 12.1 occurs, or other circumstances arise that temporarily prevent performance, obligations are suspended for as long as the parties cannot fulfil their obligations. In such a situation, the parties will jointly seek a solution. If the force majeure situation lasts longer than 90 days, both parties are entitled to terminate the agreement in writing. Costs incurred and hours worked up to that point become immediately due and payable.

12.3. In performing the activities, Phenomenal M may in some cases depend on the cooperation, services and deliveries of third parties over whom Phenomenal M has no control. Phenomenal M cannot therefore be held liable for damage attributable to a third party with whom Phenomenal M has entered into an agreement.

12.4. In the case of a business agreement, the parties are obliged to reschedule the activities and the payment obligation remains in force.

Article 13. Miscellaneous provisions and applicable law

13.1. If the client includes provisions and/or conditions in the assignment that deviate from or are not included in these terms, such provisions and/or conditions are only binding if Phenomenal M has expressly accepted them in writing.

13.2. Phenomenal M makes every effort to take appropriate technical and organizational measures to protect (personal) data against loss and/or unlawful use by third parties. Reference is also made to the privacy statement

13.3. The parties are obliged to maintain confidentiality regarding all confidential information obtained in connection with the agreement and the activities. Information is considered confidential if designated as such by the other party or if this follows from reasonableness and fairness.

13.4. If Phenomenal M deviates from the general terms and conditions in favor of the client, the client cannot derive any rights therefrom.

13.5. Rights and obligations arising from the agreement may only be transferred by the client to another party with the prior written consent of Phenomenal M.

13.6. Dutch law applies to all agreements and these general terms and conditions.

13.7. The parties will first attempt to resolve any disputes jointly before resorting to the courts.

13.8. All disputes will be submitted to the competent court in the district in which Phenomenal M is established, unless mandatory law provides otherwise.

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PRIVACY STATEMENT

When you are active on the website, contact Phenomenal M or collaborate with Phenomenal M, personal data is shared. This data is handled with care and is processed in accordance with applicable laws and regulations regarding the retention and use of personal data.

This privacy statement explains which data is collected and how it is used. This privacy statement applies to all forms of interaction between you and Phenomenal M, regardless of the communication method chosen.

Phenomenal M, established at 32 Kinburn Street, London, is responsible for the processing of personal data as described in this privacy statement. You can send questions or comments regarding your privacy to legal@phenomenalm.com

What is personal data?

All data that says something about you and can be used to identify you is personal data. For example: your name, your contact details or address details and your citizen service number..

Special categories of personal data

Phenomenal M does not collect special categories of personal data, such as ethnic origin, religion or a criminal record.

Personal data of persons under 16 years of age

It is not the intention to process personal data of persons under 16 years of age. However, it cannot be verified whether visitors to the website and servers are actually older than 16. If you are convinced that personal data of a minor has been collected without the consent of a parent or guardian, please contact us by email. Where possible, this information will be deleted. Data of persons under 16 years of age will only be processed with the consent of a parent or guardian.

When is personal data processed?

1. To help you when you have questions.

Phenomenal M is happy to help with questions or problems. Data can be obtained via email, social media channels, the online learning environment or via third parties in connection with the services. In order to properly perform the services, certain personal data is stored. In this way it can be determined who contacted us and, at a next contact moment, it can easily be retrieved what it was about previously.

If you have questions for Phenomenal M, the following data will be stored:

- Name
- Email address
- Your message

Legal basis: legitimate interest.

2. To prepare and send quotations to you.

Before work is performed, a quotation or a link to the checkout/payment page is sent. For this purpose the following data is stored:

- Name, address and city details (N.A.W. details)
- Email address
- Phone number (optional)
- Company name (optional)
- Chamber of Commerce number (optional)

Legal basis: legitimate interest.

3. To perform an agreement, contact you, notify you of the schedule of the group sessions, make recordings of group sessions, give you access to the online content, send you your prize winnings, pay out affiliate fees and send you an evaluation form afterwards.

When services of Phenomenal M are purchased, it is important that they are delivered correctly. For the performance of the agreement the following data is stored:

- Name, address and city details (N.A.W. details)
- Email address
- Phone number
- Company name (optional)
- Bank account number
- Other (personal) data provided by you

Legal basis: performance of the agreement.

4. To invoice you and collect payments.

The services purchased must also be paid. If this does not happen, a collection process may be started. In connection with invoicing and collection, the following data is stored:

- Name, address and city details (N.A.W. details)
- Email address
- Phone number
- Company name (optional)
- Chamber of Commerce number (optional)
- VAT ID number (optional)
- Bank account number / credit card details

Legal basis: legal obligation.

5. To give you access to the online learning environment and the online community and to register you for the membership, group programs and/or online masterclasses and to send you information relating to the other (online) services.

After registration for a program, membership or other online service, additional information is provided (such as dates and times). Upon agreement the following data is stored: Please note: if you are added to the group for the community, other participants will see your name and email address.

- Name
- Email address

Legal basis: performance of the agreement.

6. To send you the newsletter, onboarding emails, service emails and marketing emails.

When you subscribe to the newsletter or when you have a client relationship with Phenomenal M, the following data is stored:

- Name, address and city details (N.A.W. details)
- Email address
- Other (personal) data provided by you

Legal basis: consent.

7. To keep you informed of changes in the services.

When changes are made to the services, general terms and conditions, privacy statement or other important matters, a message may be sent. Upon agreement the following data is used to enable processing in the administration system:

- Name
- Email address

Legal basis: consent.

8. To effectively carry out advertisements and marketing.

For effective advertisements and insight into performance, the Facebook Conversion API is used. If consent has been given via the cookie banner, the following data may be sent from the server to Facebook:

- Name
- Email address
- IP address

Legal basis: consent.

9. To share a review on the website and/or social media.

If you have sent a review, it will be published on the website and/or social media channels. If you agree to this, the following data is stored:

- Name
- Company name (optional)
- Job title / profession (optional)

Legal basis: consent.

Cookies and similar techniques used

Phenomenal M uses functional, analytical and tracking cookies. A cookie is a small text file that is stored on a computer, tablet or phone the first time you visit a website. Cookies with a purely technical functionality ensure that the website works as intended.

In addition, analytical cookies are used, such as Google Analytics, to study visitor behaviour and improve the website based on this. Tracking cookies are also sometimes used, such as the Facebook Pixel, so that tailored content and advertisements can be offered. This may include advertisers and social media companies.

When consent is required to place cookies, this is requested during the first visit to the website. A reference is also made to the cookie statement. You can opt out of cookies by setting your internet browser so that no cookies are stored anymore.

As stated earlier in this privacy statement, the Facebook Conversion API only becomes active when consent has been given via the cookie banner.

Transfer to partners

Phenomenal M collaborates with various suppliers and partners to perform the services. These suppliers and partners include parties that:

- send newsletters (Mailblue, ActiveCampaign)
- handle payments and collections (Moneybird, Plug&Pay, Stripe, Revolut, iDeal)
- provide web hosting and email (Vimexx)
- provide bookkeeping (Emifast UAE (Maximos FCZO))
- ship packages (PostNL, DHL)
- provide webinars (WebinarJam, Zoom)
- provide internal communication (WhatsApp, Google, Gmail)
- provide the online learning environment and community (Mighty)
- other software that is used (Google Workspace, Google Drive, Gmail, Google Forms, Google Spreadsheets, Trello)

Data processing agreements and/or confidentiality agreements have been concluded with sub-processors to safeguard the security of personal data. Cooperation takes place exclusively with partners that comply with GDPR legislation. Some partners are located outside the European Economic Area (the countries within the European Union, Liechtenstein, Norway and Iceland). Personal data may be processed in the United States and/or other countries where these companies have their cloud storage and servers or backups.

With these partners, appropriate measures have been taken, contractually laid down in a data processing agreement or Data Processing Addendum, or via a standard contractual clause of the European Commission ([click here](#)). The stricter GDPR has already been signed and applied by most partners. In this way, personal data is optimally protected.

Transfer to third parties

In principle, personal data is not shared with or sold to persons or organisations outside Phenomenal M, except with partners as described above. It may also occur that data must be provided on the basis of a legal obligation.

Security of your data

Phenomenal M has taken appropriate technical and organisational security measures to protect personal data against misuse, unlawful or unauthorised use and loss. All parties that process personal data (sub-processors) or may view it (for example employees or hired contractors) sign a data processing agreement or confidentiality agreement. These agreements and the associated data are retained for as long as there is cooperation with these parties.

How long is your data retained?

Different retention periods apply to different data flows. There is always the right to request deletion of data (see also the section “your rights”).

Personal data:

Name, address details and email address are deleted as soon as you delete your account from the online learning environment.

Email:

Emails older than 2 years are deleted unless they are still relevant for the performance of an agreement or resolving a dispute.

Invoices and quotations:

Invoices and accepted quotations are deleted after the statutory retention period of 7 years. Your data remains in the invoicing system until that time.

Newsletter:

You can remove your data from the newsletter system yourself at any time.

Group sessions:

Recorded group sessions remain in the online learning environment until a decision is made to delete them.

Your rights

Every data subject has the right to access, correct or delete personal data. In addition, there is the right to withdraw consent for processing or to object to the processing of personal data by Phenomenal M. There is also the right to data portability. A request for access, correction, deletion, data transfer or withdrawal of consent can be sent to legal@phenomenalm.com

To ensure that the request is actually made by the data subject, you will be asked to send a copy of an identification document. The passport photo, MRZ (machine readable zone, the strip with numbers at the bottom of the passport), passport number and citizen service number (BSN) must be blacked out to protect privacy. If the request relates to cookies, you will be asked to include this as well. Each request will be responded to as soon as possible, but no later than within four weeks. Phenomenal M also points out the possibility of submitting a complaint to the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).

Reporting a data breach

If, despite all precautionary measures, a data breach occurs, Phenomenal M complies with the data breach notification obligation. A data breach will, if necessary, be reported to the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) within 72 hours after discovery. When a data

breach is discovered, you are requested to report it as soon as possible, but in any case within 24 hours after discovery, by email so that immediate action can be taken.

Liability

This privacy statement relates solely to the personal data processed by Phenomenal M as discussed in this document. Phenomenal M accepts no responsibility or liability for the operation and/or content of third-party websites or services.

Changes to this statement

The content of this privacy statement may be amended by Phenomenal M at any time to respond to new developments in laws and regulations or changes within the organisation.

It is possible to subscribe to the newsletter to stay informed of any changes. It is recommended in any event to consult this privacy statement regularly. By continuing to use the services of Phenomenal M after changes, you agree to these changes.

Contact

Do you have any further questions or comments? You can contact us by email at legal@phenomenalm.com

Phenomenal M is registered under company number OC444015 in London.

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