



English translation of “Algemene voorwaarden Mental Matters B.V. Versie 1.0, geldig vanaf 30 april 2021”

mental matters

**Note:** The Dutch text of the Terms and Conditions shall always be decisive for the interpretation thereof.

#### Article 1. Definitions and terms

**Mental Matters:** the company Mental Matters B.V., having its registered office in Nijmegen and registered in the Commercial Register under number 82599513, or the staff and/or its freelancers.

**Agreement:** an agreement between Mental Matters and a Mental Matters client for a treatment.

**Client:** any party or natural person entering into an agreement with Mental Matters, whether or not via an intermediary.

**Website:** the Mental Matters website [mentalmatters.nl](http://mentalmatters.nl).

**Terms and conditions:** these general terms and conditions of Mental Matters.

#### Article 2 General terms and conditions

1. These Terms and Conditions apply to all agreements between Mental Matters and Clients to which Mental Matters has declared these Terms and Conditions applicable. The conclusion of an Agreement with Mental Matters implies the Client's unconditional acceptance of the applicability of these Terms and Conditions.

2. The Terms and Conditions are equally applicable to agreements with Mental Matters, the execution of which requires the involvement of third parties.

3. Should one or more clauses in these Terms and Conditions be null and void or nullified in part or in full at any time, the remaining clauses shall remain fully applicable. Mental Matters and the Client shall then consult to agree on new provisions to replace the void or voided provisions, whereby the purpose and tenor of the original provisions shall be taken into account as far as possible.

4. Any deviations from these Terms and Conditions shall be valid only if agreed in writing and shall apply only with respect to the specific Agreement to which the deviations relate.

5. Any general terms and conditions of purchase or otherwise provided by the Client are not applicable unless explicitly accepted in writing by Mental Matters.

6. Should these Terms and Conditions and the Contract contain any mutually conflicting provisions, the terms and conditions contained in the Contract shall prevail.

#### Article 3. The Agreement

1. The Client may attend Mental Matters' treatment if he/she is 18 years of age or older. If the Client is younger than 18, the written consent of the legal representative is required.

2. An assignment is effected by written acceptance of the Agreement and the Terms and Conditions.

3. An assignment may also be effected by a verbal agreement, such as an appointment for a consultation.

4. Mental Matters assesses upon start whether care is eligible for reimbursement under the Health Insurance Act (Zorgverzekeringswet). Should this not be the case, this shall be explicitly communicated to the client.

5. Mental Matters reserves the right to refuse treatment if it proves to be irresponsible to follow a course of treatment at Mental Matters. Mental Matters shall not be liable for compensation of costs or damages resulting from the inability or refusal to attend treatment.

#### Article 4 Execution of the Agreement

1. Mental Matters is bound to execute (or cause to execute) the duties assigned to it as a good and diligent contractor to the best of its ability and in accordance with the requirements of good craftsmanship. All Mental Matters' services shall be carried out on the basis of a best-efforts obligation.

2. Mental Matters shall carry out the work at its own location or at a mutually agreed location.

3. Should a Mental Matters staff member or freelancer be briefly ill, no replacement shall be provided. In case of a long-term illness, a suitable solution shall be sought in mutual consultation.

4. If and in so far as required for the proper execution of the Agreement, Mental Matters shall be entitled to engage third parties to carry out specific work. When engaging the services of third parties, Mental Matters shall exercise due care.

5. All assignments shall be accepted and carried out exclusively by Mental Matters, regardless of whether the Client has explicitly or implicitly issued the assignment with a view to its being carried out by a specific person or persons.

#### Article 4 Execution of the Agreement

1. Mental Matters is bound to carry out the duties assigned to it (or have them carried out) with due care and diligence to the best of its ability and in accordance with the requirements of good craftsmanship. All Mental Matters' services shall be carried out on the basis of a best-efforts obligation.

2. Mental Matters shall carry out the work at its own location or at a mutually agreed location.

3. Should a Mental Matters staff member or freelancer be briefly ill, no replacement shall be provided. In case of a long-term illness, a suitable solution shall be sought in mutual consultation.

4. If and in so far as required for the proper execution of the Agreement, Mental Matters shall be entitled to engage third parties to carry out specific work. When engaging the services of third parties, Mental Matters shall exercise due care.

5. All assignments shall be accepted and carried out exclusively by Mental Matters, regardless of whether the Client has explicitly or implicitly issued the assignment with a view to its being carried out by a specific person or persons.

#### Article 5. Client's obligations

1. The Client shall ensure that all information which Mental Matters indicates is necessary or which the Client should reasonably understand is necessary for the execution of the Agreement shall be supplied to Mental Matters in a timely and truthful manner. This includes any change of health insurance.

2. During treatment by Mental Matters, the Client is obliged to notify Mental Matters of any absence due to holidays or other circumstances.

3. Should the information required for the execution of the Agreement not be provided to Mental Matters in time, Mental Matters shall be entitled to suspend the execution of the Agreement and/or charge the Client for extra costs incurred as a result of the delay at the then current rates.

4. The Client is required to provide all cooperation necessary for the proper and timely execution of the Agreement.

5. Should progress in the execution of the Agreement be delayed due to negligence or force majeure on the part of the Client, Mental

Matters may charge the full agreed amount, without prejudice to its right to claim further costs, damages and interest.

#### Article 6. Cancellation of appointments

1. Appointments must be cancelled no later than 24 hours before the scheduled date.

2. In case of non-cancellation and cancellations within 24 hours before the appointment, the practitioner is entitled to charge the client for the reserved time in all fairness and reasonableness.

#### Article 7. Rates

1. Mental Matters applies rates as specified in the Agreement and/or Website.

2. In case of non-reimbursed care, the Client shall receive invoices according to the rules of the Dutch Health Care Authority (Nederlandse Zorgautoriteit).

3. Mental Matters may not have contracts with all health insurance companies. This is published on the website. The responsibility for finding out whether and what reimbursements and conditions are applied by the Client's health insurer lies entirely with the Client. The client remains at all times personally responsible for settling Mental Matters' invoices.

#### Article 8. Payment

1. All invoices are payable within fourteen (14) days unless a different term is specified on the invoice.

2. The client agrees to electronic billing by Mental Matters.

3. Mental Matters may demand payment by direct debit. To this end, the client must authorise Mental Matters. Should the client be unable to do so, Mental Matters shall be entitled to charge extra costs, suspend or terminate work.

4. If direct debit is agreed, the client is required to ensure sufficient funds are available in the account concerned. Should direct debit prove unsuccessful, the Client shall be notified thereof and shall be required to pay the amount owed to Mental Matters by bank transfer within five working days.

5. Should the Client fail to make timely and/or full payment of an invoice, the Client shall be in default by operation of law. The Customer shall then owe an interest of 1% per month or part of a month, unless the statutory interest is higher, in which case the statutory interest shall be due.

6. The client shall in no case be entitled to set off any amount owed to Mental Matters. Objections to the amount of an invoice shall not suspend the obligation to pay. Nor is a client who is not

entitled to invoke any statutory right of suspension entitled to suspend payment of an invoice for any other reason.

7. In the event that the Client is in default of payment of an amount due pursuant to the Agreement, Mental Matters shall send the Client a reminder, granting a final payment term of fourteen (14) days. The reminder shall also specify the amount of the extrajudicial collection costs which shall become irrevocably payable by the Client if payment is not effected within this period. The extrajudicial costs shall be calculated in accordance with the Decree on Extrajudicial Collection Costs (Besluit Vergoeding voor buitengerechtelijke incassokosten), as referred to in Section 6:96(4) of the Dutch Civil Code.

#### Article 9. Termination of contract and suspension

1. Both the Client and Mental Matters have the right to cancel an agreement if it emerges that the intended treatment objective will not or cannot be achieved or that it is not medically justifiable for the Client to continue treatment.

2. Mental Matters also reserves the right to terminate an Agreement with a Mental Matters client in case the latter fails to provide treatment for a specified period of time or fails to provide sufficient cooperation to the treatment provided.

3. Mental Matters reserves the right to terminate the Agreement (unilaterally) if circumstances arise of such a nature that fulfilment of the Agreement is impossible or can no longer be required in accordance with the requirements of reasonableness and fairness. This right is also reserved if circumstances arise in such a way that the unaltered continuation of the Agreement may not reasonably be expected of Mental Matters. This includes any form of verbal and/or physical intimidation and/or discrimination that compromises the personal integrity of Mental Matters' staff members or freelancers. Amongst others this may include:

- discrimination in relation to someone's racial or ethnic background, disability, gender, age and sexual preference
- sexual intimidation
- verbal aggression;
- physical aggression
- psychological aggression;
- crime and drug dealing in the Client's environment.

4. Mental Matters is authorised to suspend fulfilment of its obligations or to dissolve the Agreement if:

- the Client fails to fulfill the obligations arising from the Agreement, or fails to do so in full or in time

- After entering into the Agreement, Mental Matters learns of circumstances giving good reason to fear that the Client will not fulfill his obligations.

5. Should the Agreement be cancelled, Mental Matters' claims against the Client shall become immediately due and payable.

#### Article 10. Liability

1. Mental Matters is only liable for damage resulting from a serious culpable shortcoming on the part of Mental Matters. Should a mistake be made as a result of the Client's supplying incorrect or incomplete information, Mental Matters shall not be liable for the resulting damage.

2. Mental Matters' liability for culpable shortcomings shall arise only if the Client serves Mental Matters with a written notice of default, setting a reasonable term in which to remedy the shortcoming, and Mental Matters fails to rectify the shortcoming within the said term.

3. Any liability on the part of Mental Matters shall at all times be limited to the fee received by Mental Matters for the work carried out in the context of the Agreement, or at least to that part of the assignment to which the liability pertains.

4. For assignments with a duration of more than six (6) months, liability shall further be limited to the amount invoiced for the last six (6) months, or at least to that part of the assignment to which the liability pertains.

5. Mental Matters' liability under this clause shall furthermore be limited to the amount paid out in the relevant case under its professional liability insurance policy, plus the amount of any excess.

6. The aforementioned restrictions shall not apply in case of damage caused by wilful misconduct or gross negligence on the part of Mental Matters' manager(s).

7. Mental Matters is exclusively liable for direct pecuniary damage. Mental Matters shall under no circumstances be liable for any direct, indirect and/or consequential damage (including but not limited to loss of profit, business interruption costs, loss of business relations, inter alia resulting from any delay, loss of data, exceeding a delivery deadline and/or discovered defects) other than the direct pecuniary loss suffered by the Client.

8. The Client indemnifies Mental Matters against all claims asserted or exercised by third parties against Mental Matters for compensation of

damage sustained, costs incurred, loss of profits and other expenses in any way connected with and/or arising from the execution of the order by Mental Matters.

9. In the event of file transfer, any liability of Mental Matters arising from acts and/or omissions occurring after the relevant file transfer shall be extinguished.

10. Any claim by the Client against Mental Matters shall be extinguished if the Client has not submitted a written and substantiated claim to Mental Matters within twelve (12) calendar months of having discovered or could reasonably have discovered the facts on which the liability is based.

#### Article 11. Force majeure

1. Mental Matters is not bound to fulfill any obligation towards the Client if it is prevented from doing so as a consequence of a circumstance that cannot be attributed to any fault on its part, nor for which it can be held accountable by virtue of the law, any legal act or generally accepted practice.

2. In addition to the legal definition of force majeure in these Terms and Conditions, it is understood to include all external causes, foreseen or unforeseen, beyond Mental Matters' control, which prevent Mental Matters from fulfilling its obligations. Illness of the person appointed to carry out the assignment shall be included in such circumstances. Mental Matters shall also be entitled to invoke force majeure if the circumstance preventing (further) performance of the Agreement commences after Mental Matters should have fulfilled its obligation.

3. Mental Matters may suspend its obligations under the Agreement during the period of force majeure. Should this period exceed two (2) months, either party shall be entitled to dissolve the Agreement without being liable for compensation to the other party.

4. Insofar as Mental Matters has already partially fulfilled its obligations under the Agreement at the moment force majeure commences or will be able to fulfill them, and that part fulfilled or to be fulfilled is of independent value, Mental Matters is entitled to invoice the part fulfilled or to be fulfilled separately. The Client is bound to pay such invoice as if it were a separate agreement.

#### Article 12. Complaints

1. Should the Client have a complaint about Mental Matters' acts or omissions in the execution of an Agreement, the parties shall first attempt to resolve the complaint amicably.

2. Mental Matters has joined an external party's complaints procedure, information on which can be obtained from Mental Matters and can be found on its website.

#### Article 13. Confidentiality and personal details

1. Mental Matters is bound by law to observe secrecy in relation to third parties.

2. Mental Matters is obliged to register data that can be traced back to the client personally.

3. In exceptional cases a health insurance company may inspect a client's file, for example in the event of false declarations, or a formal or material audit.

4. Should the client object in principle to his/her health insurer seeing a treatment diagnosis through the invoice, the client can make an objection to this with Mental Matters. Mental Matters must be notified by the client upon commencement of therapy.

5. Within the framework of proper and careful treatment, Mental Matters feels obliged to exchange data with third parties in the event of an emergency or if a compelling interest justifies a breach of confidentiality without the Client's consent.

6. Upon entering into an Agreement with Mental Matters, consent is granted for the automatic processing of personal data obtained pursuant to the Agreement. Mental Matters shall exclusively use such personal data for its own activities.

#### Article 14. Applicable law and disputes

1. Disputes which may arise between the parties in connection with an agreement entered into by the parties or further agreements resulting therefrom shall be settled by means of arbitration by the DigiTrage foundation, established in Utrecht.

2. The proceedings take place via [www.digitrage.nl](http://www.digitrage.nl) in accordance with the DigiTrage foundation's procedural rules. The Rules of Procedure will be published on the aforementioned website. The Rules of Procedure may also be requested from Mental Matters and shall form part of the agreement between the parties.

3. Each party shall also have the right to apply to the civil courts as long as the dispute has not been submitted to the DigiTrage foundation.

4. In the event Mental Matters submits a dispute to the DigiTrage foundation, but the Client prefers to institute civil proceedings, the Client must indicate this in writing within one month of submission. This provision is only applicable to the Client who has entered into an agreement

with Mental Matters as a consumer. All Agreements between the Client and Mental Matters are exclusively governed by Dutch law.

Article 15. Location and amendment of Terms and Conditions

1. These Terms and Conditions are published on [mentalmatters.nl](http://mentalmatters.nl).
2. The most recently published version or the version valid at the time the legal relationship with Mental Matters is established shall apply.
3. The Dutch text of the Terms and Conditions shall always be decisive for the interpretation thereof.