Boekenbloom Terms and Conditions

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This is a translation; the Dutch version prevails.

1. Definitions

1. Boekenbloom: Boeken Bloom B.V., registered with the Dutch Chamber of Commerce (KvK) under number 42153269.
2. Customer: the business (clinic) that creates an account and uses the Service. The Customer acts in the course of a profession or business.
3. Service: Boekenbloom's online platform, including the booking page and calendar, notifications, the AI booking assistant (web chat), reviews, campaigns and attribution, insofar as included in the chosen Plan.
4. Plan: the package chosen by the Customer (Free, Booking, Growth, Growth+, Full or Pilot) with the associated features, limits and price as stated on the pricing page.
5. Billing Period: the period of one month paid for in advance, counted from the date of the first payment.

2. Applicability

1. These terms apply to every use of the Service and every agreement between Boekenbloom and the Customer.
2. The processing of personal data is also governed by the data processing agreement, which the Customer accepts when registering. In case of conflict, the data processing agreement prevails on matters of personal data.
3. The Customer's own general terms and conditions do not apply.

3. Formation and plans

1. The agreement is formed as soon as the Customer creates an account and accepts these terms. A paid Plan starts as soon as the first payment has been received.
2. The Free plan is free of charge and has the limits stated on the pricing page, such as a maximum number of staff members and online bookings per month. Once a limit is reached, further online bookings are not possible that month; existing appointments remain in place.
3. The Pilot plan is only granted by Boekenbloom, is free of charge and applies for the agreed period (60 days by default). After that the Customer automatically moves to the Free plan, unless the Customer chooses a paid Plan.

4. Prices and payment

1. Prices apply per clinic per month and exclude 21% VAT. There are no setup fees.
2. Paid Plans are paid monthly in advance. The first payment is made through our payment provider Mollie (for example iDEAL or credit card); in doing so the Customer authorises the following monthly amounts to be collected automatically through the same payment method.
3. Boekenbloom sends an electronic invoice for each payment. Invoices can also be downloaded in the dashboard.
4. Advertising budget for Google, TikTok, Meta or other platforms is not included and is paid by the Customer directly to those platforms.

5. Boekenbloom may change prices with at least 30 days' notice. In that case the Customer may cancel as of the date the change takes effect.

5. Term and cancellation

1. A paid Plan runs per month and is automatically renewed by one Billing Period at a time.
2. The Customer can cancel at any time in the dashboard (Billing). The cancellation takes effect at the end of the current Billing Period; until then all features remain available. No refund is given for a current Billing Period.
3. After that the Customer moves to the Free plan. The account, appointments and data are kept, unless the Customer asks for the account to be deleted.
4. Boekenbloom may terminate the agreement with 30 days' notice, or end it immediately or suspend the Service if the Customer seriously breaches these terms.

6. Upgrading and downgrading

1. An upgrade to a more expensive Plan takes effect immediately. For the rest of the current Billing Period the Customer pays the price difference pro rata; after that the new monthly price applies.
2. A downgrade to a cheaper Plan takes effect at the end of the current Billing Period. From then on the new monthly price applies. Features or limits not included in the new Plan lapse at that moment.

7. Failed payments

1. If an automatic payment fails, Boekenbloom informs the Customer by email with a link to update the payment. The features of the Plan remain available in the meantime.
2. If the payment has not been made within 14 days of the first failed attempt, the Customer automatically moves to the Free plan and the automatic collection stops.
3. The amount for the period in which the features were available remains due. Boekenbloom may charge the statutory commercial interest and reasonable collection costs.
4. A chargeback is treated the same way as a failed payment.

8. Use of the Service

1. The Customer ensures correct and up-to-date information, including company name, KvK number, billing address, treatments, prices and availability.
2. The Customer is responsible for the content of its treatments, the communication with its clients and compliance with the laws, regulations and advertising rules that apply to aesthetic and medical treatments.
3. The Customer does not use the Service for unlawful purposes and does not try to circumvent the security or limits of the Service.
4. Access credentials are personal. The Customer is responsible for actions taken through its account.
5. The Customer does not record special categories of personal data in Boekenbloom, in particular no data concerning health (such as conditions, allergies, medication or medical history) of its clients, and does not ask clients to provide such data through Boekenbloom. The Service is not intended for this; such data belongs in the Customer's own (medical) records.
6. If the Customer connects an advertising account (such as Google Ads, TikTok or Meta) to the Service, the Customer is responsible for having accepted the terms of those platforms (including the Meta Business Tools Terms and the Google Ads Data Processing Terms), for its own privacy statement mentioning the ad

measurement, and for having a privacy statement that Boekenbloom can show on the booking page.

7. The Customer is responsible for the content of its advertisements and treatment information and for compliance with the rules that apply to them, including the Dutch Medicines Act (Geneesmiddelenwet: no advertising to the public for prescription medicines, such as botulinum toxin), the Dutch Advertising Code (Nederlandse Reclame Code) and the advertising policies of Meta and Google. Boekenbloom may refuse or adjust advertisements that in its opinion breach these rules.

9. Availability and results

1. Boekenbloom makes every effort to keep the Service available, but does not guarantee uninterrupted operation. Planned maintenance is announced in advance where possible.
2. Boekenbloom does not guarantee specific results, such as numbers of leads, appointments or revenue from campaigns.
3. The Service uses third-party services (including Mollie, Google, TikTok, Meta, Supabase, Vercel, Resend and Anthropic). Boekenbloom is not responsible for outages or changes at those parties.

9A. Campaigns

1. On Plans that include campaigns, the Customer can have campaigns drafted through the Service (with the help of AI), adjust them and launch them itself in its own advertising account, such as Google Ads or TikTok. The Customer remains the owner of that account and pays the advertising budget directly to the advertising platform.
2. The Customer sets the daily budget and is responsible for the content it publishes (article 8.7). Boekenbloom may check a Customer's first campaign in advance and may refuse, adjust or pause campaigns that in its opinion breach the law or the advertising platform's policy.
3. Recommendations from the Service, such as the weekly optimisation, are only carried out after the Customer (or, at the Customer's request, Boekenbloom) has confirmed them. The Customer can pause campaigns at any time in its own account or through the Service.
4. Boekenbloom is not liable for decisions of advertising platforms, such as Google, TikTok or Meta, including rejecting advertisements or restricting or blocking accounts, unless this results from intent or deliberate recklessness of Boekenbloom's management.

9B. AI booking assistant and reviews

1. The Service may include an AI booking assistant (web chat) that answers general questions and prepares appointments on the Customer's behalf. An appointment is only made after the Customer's client has confirmed it. The assistant does not give medical advice and does not ask for health data. The assistant's answers may be incorrect or incomplete; the Customer keeps the information about its services and prices in the Service up to date.
2. If the Customer switches on reviews, Boekenbloom sends, on the Customer's behalf, an invitation to write a review after a completed appointment. Only clients with a completed booking can post a review, one per booking.
3. The Customer accepts that reviews are shown according to the published review rules: negative reviews are not hidden or removed for that reason alone. Boekenbloom only removes a review if it breaches the review rules or the law (for example in the case of insults, personal data, health data or deception) and states the reason. The Customer can reply publicly to a review once and can report a review.
4. Boekenbloom is not responsible for the content of third-party reviews, but handles reports carefully and within a reasonable time.

10. Liability

1. Boekenbloom's liability, on whatever ground, is limited to compensation for direct damage, up to at most the amount the Customer paid for the Service in the twelve (12) months before the event causing the damage (excluding VAT). For a Free or Pilot plan, liability is limited to € 500.
2. Direct damage means only: reasonable costs to establish the cause and extent of the damage, reasonable costs to make Boekenbloom's performance conform to the agreement after all, and reasonable costs to prevent or limit damage.
3. Boekenbloom is not liable for indirect damage, including consequential damage, lost profit, missed savings, reduced goodwill, damage due to business interruption, missed appointments, advertising costs, damage resulting from claims by the Customer's clients, damage due to corruption or loss of data that the Customer could have restored itself, and damage caused by the actions of third parties such as advertising platforms or payment providers.
4. The limitations in this article do not apply if the damage results from intent or deliberate recklessness of Boekenbloom's management.
5. This article also applies to liability arising from the processing of personal data, without prejudice to each party's responsibility towards data subjects and supervisory authorities under the GDPR.
6. The Customer indemnifies Boekenbloom against third-party claims, including fines, resulting from: unlawful instructions or content of the Customer, the recording of special categories of personal data in breach of article 8.5, or failure to comply with the rules in articles 8.6 and 8.7.
7. The Customer reports damage as soon as possible, and no later than two (2) months after discovery, in writing to Boekenbloom. Any claim for damages lapses twelve (12) months after it arose, unless the Customer has started legal proceedings before that period ends.

11. Force majeure

Boekenbloom is not obliged to perform if this is impossible due to circumstances beyond its control, such as outages at hosting, payment or messaging providers, internet outages or government measures.

12. Intellectual property

All rights to the Service, the software and the materials provided by Boekenbloom remain with Boekenbloom. The Customer retains the rights to its own data and content.

13. Changes to these terms

Boekenbloom may change these terms. Material changes are announced by email at least 30 days in advance. If the Customer does not agree, it may cancel as of the date the change takes effect.

14. Governing law

These terms and the agreement are governed by Dutch law. Disputes are submitted to the competent court in the district where Boekenbloom has its registered office.

15. Contact

Boeken Bloom B.V. · KvK 42153269 · info@boekenbloom.nl