

Terms and Conditions WOOSH5

Use of the WOOSH5 Platform

LAST UPDATED: 27 AUGUST 2026

1. General

These Terms and Conditions apply to the use of the WOOSH5 platform and to the services that WOOSH5 BV offers via the platform.

WOOSH5 BV is established at:

WOOSH5 BV

Druivenstraat 3, 1st floor, Unit 15

4816 KB Breda

Netherlands

Chamber of Commerce no.: 62071041

Email: info@woosh5.com

Website: <https://woosh5.com>

By creating an Account or otherwise using WOOSH5's services, the User agrees to these Terms and Conditions and the WOOSH5 Privacy Statement, in so far as legally required and permitted. When creating an Account, the User must, where applicable, explicitly agree via a dedicated consent checkbox. In doing so, before or upon entering into the agreement, the User is provided with a visible and downloadable link to these Terms and Conditions and the Privacy Statement. WOOSH5 records the agreement together with the time and the version number of the accepted documents.

If an organisation has concluded a separate agreement with WOOSH5, additional or differing provisions from that agreement may apply. In the event of a conflict between that agreement and these Terms and Conditions, the separate agreement prevails.

2. Definitions

In these Terms and Conditions, the following terms have the following meanings:

WOOSH5: WOOSH5 BV, established in Breda.

Platform: the digital SaaS platform of WOOSH5, including the associated software, functionalities, websites, applications and digital services.

User: any natural person who uses the Platform.

Customer: the natural or legal person that enters into an agreement with WOOSH5 for making available or using the Platform.

Organisation: an employer, company or other organisation that purchases WOOSH5 services for the benefit of its employees, members or other participants.

Services: all services that WOOSH5 offers via or in combination with the Platform, including coaching, training, exercises, assessments and digital programmes.

Account: the personal user environment through which a User has access to the Platform.

Coaching: personal or digital guidance offered via or in combination with the Platform.

Content: all texts, exercises, questions, assessments, videos, images, methodologies, software, models, materials and other content that WOOSH5 offers via the Platform.

3. Access to the Platform

WOOSH5 grants the User a limited, personal, non-exclusive and non-transferable right to use the Platform for the period during which the User is entitled to do so.

The right of use is intended solely for personal use and for the purposes for which the Platform is made available by WOOSH5.

It is not permitted to:

- make the Account available to another person;
- share access credentials with others;
- commercially exploit the Platform without written permission;

- copy the Platform or parts of it;
- reverse-engineer the Platform;
- circumvent security measures;
- disrupt the operation of the Platform;
- use automated systems to collect large amounts of data from the Platform;
- use the Platform for unlawful purposes.

The User is responsible for keeping his or her login credentials confidential.

4. Account and user data

When creating an Account, the User must provide correct and up-to-date information.

The User is responsible for the accuracy of the information provided.

If the User suspects that his or her Account is being used by an unauthorised third party, the User must notify WOOSH5 as soon as possible.

WOOSH5 may temporarily block an Account where this is necessary for the security of the Platform, to prevent misuse or where the User does not comply with these Terms and Conditions.

5. Coaching and training

WOOSH5 offers coaching, training, exercises and digital programmes focused on personal development, wellbeing, professional development and related topics.

WOOSH5's services are intended as support and guidance.

WOOSH5 does not provide medical, psychiatric, psychological or other professional care or treatment, unless expressly agreed otherwise with a duly qualified professional.

The information and exercises offered via the Platform are not intended as a substitute for medical or other professional advice.

Where a User has health problems, psychological complaints or other circumstances for which professional care is necessary, the User must consult a duly qualified professional.

WOOSH5 cannot guarantee that participation in a programme produces a particular personal, professional or health outcome.

6. Personal responsibility of the User

The User remains responsible for the choices he or she makes in response to information, exercises, coaching or other components of the WOOSH5 programme.

The User decides for himself or herself which information to provide and which exercises or advice to follow, in so far as the nature of the service permits.

Where a User is unsure whether a particular exercise, activity or recommendation is suitable for his or her personal situation, the User must discuss this in advance with a qualified professional.

7. Confidentiality of coaching

WOOSH5 regards individual coaching information as confidential.

Individual coaching conversations, personal answers, assessments, goals, exercises and other personal coaching information are not provided to the User's employer.

When an employer makes WOOSH5 available to employees, the employer receives only information that is made available at an aggregated and/or anonymised level in accordance with the service agreement and the WOOSH5 platform.

The employer does not gain access to individual coaching files.

Users' privacy is further governed by the **WOOSH5 Privacy Statement**.

8. Use by organisations and employers

An organisation can conclude an agreement with WOOSH5 to give employees or other participants access to the Platform.

In that case, the organisation is a Customer of WOOSH5.

The individual User remains responsible for his or her own use of the Platform.

The agreement between WOOSH5 and the organisation may contain additional provisions concerning:

- number of users;
- subscription term;
- functionalities;
- reports;
- price;
- payment;
- support;
- termination.

The organisation does not gain access to individual coaching information of Users.

9. Availability of the Platform

WOOSH5 aims to make the Platform available as reliably and continuously as possible.

However, WOOSH5 cannot guarantee that the Platform:

- is always available;
- is entirely free of disruptions;
- is entirely free of errors;
- functions without interruption;
- functions optimally on every device or in every browser.

WOOSH5 may temporarily take the Platform wholly or partly out of use for maintenance, updates, security measures or technical work.

WOOSH5 will endeavour to announce planned work in advance where reasonably possible.

10. Changes to the Platform

WOOSH5 may change, improve, expand or replace parts of the Platform from time to time.

This may, for example, be necessary because of:

- technical developments;
- security requirements;
- legal obligations;
- improvement of functionalities;
- changes to business processes;
- discontinuation of outdated technology.

WOOSH5 aims to communicate important changes that have material consequences for use in good time.

11. Intellectual property

All intellectual property rights relating to the Platform and the Content offered by WOOSH5 rest with WOOSH5 or its licensors.

These include, among other things:

- software;
- source and object code;
- databases;
- texts;
- videos;
- images;
- methodologies;
- models;
- assessments;
- exercises;
- training;
- trademarks;
- logos;
- designs;
- documentation.

Use of the Platform gives the User no ownership right to these materials.

Without WOOSH5's prior written permission, it is not permitted to do any of the following with Content:

- copy it;
- reproduce it;
- make it public;
- distribute it;
- exploit it commercially;
- make it available to third parties;
- use it to develop competing services.

12. Information provided by the User

The User retains the rights to information and content that he or she enters into the Platform, in so far as these rights legally rest with the User.

The User grants WOOSH5 the right to process this information in so far as necessary for:

- delivering the Services;
- carrying out coaching and training;
- the functioning of the Platform;
- security;
- customer service;
- complying with legal obligations;
- producing aggregated and/or anonymised analyses.

Personal data is processed in accordance with WOOSH5's Privacy Statement.

13. Aggregated and anonymised data

WOOSH5 may analyse and use data that arises from the use of the Platform solely to improve its services and develop general insights, in so far as this data has actually been anonymised and can no longer be traced to individual persons.

WOOSH5 may use such aggregated insights for:

- product development;
- scientific or business analyses;
- quality improvement;
- reports;
- research into the effectiveness of programmes.

Such analyses will not be used to directly identify individual Users.

14. Privacy

For the processing of personal data within its own services, WOOSH5 acts in principle as an independent controller. If WOOSH5 processes personal data on behalf of an organisation in a specific service, the roles and responsibilities are defined in advance and an appropriate data processing agreement is concluded. WOOSH5 ensures that appropriate arrangements on data processing are recorded with the relevant sub-processors.

The processing of personal data by WOOSH5 is described in the **WOOSH5 Privacy Statement**.

The Privacy Statement forms an integral part of WOOSH5's services in so far as they relate to the processing of personal data.

For sub-processors and service providers that process (or have processed) personal data outside the EEA, the applicable transfer requirements and appropriate safeguards are followed in accordance with the Privacy Statement and, where applicable, the data processing agreement.

The most recent version of the Privacy Statement is available via the Platform and/or <https://woosh5.com>.

15. Payment and subscriptions

Where a fee is payable for use of the Platform, the price, payment method, subscription term and any renewal are set out in the agreement, order or offer.

Invoices must be paid within the agreed payment term.

If payment is not made on time, WOOSH5 may, after any notice of default where legally required, temporarily suspend access to paid Services.

For business customers, WOOSH5 may charge statutory interest and reasonable extrajudicial collection costs in so far as legally permitted.

16. Term and termination

The term of an agreement is determined by the agreement, the offer or the subscription.

WOOSH5 may terminate or suspend access to the Platform where:

- the User materially breaches these Terms and Conditions;
- there is misuse of the Platform;
- there is a security risk;
- payment is not made;
- this is necessary because of legal obligations;
- continuation of the services cannot reasonably be required of WOOSH5.

Where circumstances permit, WOOSH5 will inform the User in advance and offer a reasonable opportunity to remedy the situation.

After termination, the User's right to use the Platform lapses.

17. Deletion of Account and data

After termination of the services, WOOSH5 retains the Account and the associated data for one year in principle, with due observance of the applicable statutory retention periods and the Privacy Statement. In so far as further retention is necessary, WOOSH5 will, where appropriate, request an extension or anonymise the data. The User may, in so far as legally possible, request deletion of the data.

The User is responsible for securing in good time any data that he or she wishes to keep from the Platform, in so far as WOOSH5 offers an export option for this.

18. Liability

WOOSH5 is liable solely for direct damage that is the direct result of an attributable failure by WOOSH5 to perform its obligations, in so far as that liability is not legally excluded or limited.

In so far as legally permitted, WOOSH5 is not liable for:

- indirect damage;
- consequential damage;
- loss of income;
- loss of business opportunities;
- loss of data;
- reputational damage;
- damage caused by the User's use of information or exercises;
- damage caused by third parties;
- damage resulting from temporary unavailability of the Platform;
- damage resulting from improper use of the Platform by the User.

In so far as WOOSH5's liability can be legally limited, it is limited to the amount paid to WOOSH5 by the relevant Customer for the Service to which the liability relates in the twelve months preceding the event to which the liability relates.

This limitation does not apply in so far as limitation of liability is not legally permitted, including in the case of intent or deliberate recklessness on the part of WOOSH5's management.

19. Force majeure

WOOSH5 is not liable for a failure where this is the result of force majeure.

Force majeure includes, among other things:

- disruptions in internet or telecom networks;
- power outages;
- cyberattacks;
- disruptions at hosting or cloud providers;
- disruptions at other essential service providers;
- natural disasters;
- fire;

- war;
- pandemics;
- government measures;
- other circumstances that are reasonably beyond WOOSH5's control.

Where a situation of force majeure lasts longer than can reasonably be expected, WOOSH5 and the Customer will consult on an appropriate solution.

20. Indemnification

In so far as legally permitted, the User indemnifies WOOSH5 against claims by third parties arising from:

- unlawful use of the Platform by the User;
- breach of these Terms and Conditions;
- the User providing information to which third parties may assert rights;
- infringement of third parties' intellectual property rights by the User.

This indemnification does not apply in so far as the claim results from an act or omission of WOOSH5.

21. Complaints

Complaints about the Platform or the Services can be reported via:

info@woosh5.com

WOOSH5 will assess a complaint as soon as possible and, where reasonably possible, respond within a reasonable period.

22. Changes to the Terms and Conditions

WOOSH5 may amend these Terms and Conditions where this is necessary because of:

- changes to the services;
- technical developments;
- changes in laws and regulations;

- security requirements;
- organisational changes.

The most recent version is made available via the Platform and/or WOOSH5's website.

In the case of material changes, WOOSH5 will inform the User or Customer in good time.

If a User continues to use the Platform after the effective date of the change, this is regarded as acceptance of the amended terms, in so far as legally permitted.

23. Assignment

The User may not transfer his rights and obligations under these terms to a third party without WOOSH5's prior written permission.

WOOSH5 may transfer its rights and obligations to a group company or legal successor, for example in the context of a merger, acquisition or sale of (part of) the business, provided that the User's interests are not disproportionately harmed as a result.

24. Severability

If a provision of these Terms and Conditions proves to be wholly or partly void, invalid or unenforceable, the remaining provisions remain fully in force.

In that case, WOOSH5 and the relevant User or Customer will try to replace the provision concerned with a valid provision that corresponds as closely as possible to the aim and purport of the original provision.

25. Governing law

These Terms and Conditions and the agreement between WOOSH5 and the User or Customer are governed by **Dutch law**.

In so far as legally permitted, disputes are submitted to the competent court in the Netherlands.

If mandatory law designates another competent court, that statutory jurisdiction rule continues to apply.

26. Contact details

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