

GENERAL TERMS & CONDITIONS

Egofluisteraar CommV

2026 - Online Services, Digital Products, Programs, 1:1 Sessions & Memberships

Company Information

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In these General Terms & Conditions, “Egofluisteraar”, “we”, “us” and “our” refer to Egofluisteraar CommV. “Client”, “Customer”, “Member” or “you” refers to the natural or legal person purchasing or using a Product or Service.

1. Scope and Acceptance

1.1 These General Terms & Conditions apply to all offers, purchases, agreements, invoices, digital products, online programs, memberships, community access, coaching, personal-development services, spiritual services, activations, live sessions and other services supplied by Egofluisteraar, unless expressly agreed otherwise in writing.

1.2 Before an online order is placed, the Customer must be given the opportunity to consult these Terms in a form that can be stored and reproduced. By completing a purchase, the Customer confirms acceptance of the Terms applicable at the time of purchase.

1.3 Mandatory consumer rights under Belgian or otherwise applicable law prevail over any conflicting provision in these Terms. Nothing in these Terms is intended to waive rights that cannot legally be waived.

1.4 If a Product Page, order form or written individual agreement contains a specific provision that conflicts with these Terms, the specific provision prevails for that purchase, provided it is lawful.

2. Definitions and Product Categories

Digital Product: pre-recorded videos, audio files, light-language activations, downloads, workbooks, self-paced courses or other digital content supplied online.

Fixed-Price Program: a program sold for one total purchase price, whether paid in full or through instalments. An instalment plan does not convert such a program into a monthly subscription.

1:1 Session: an individually reserved appointment, activation, coaching or personal-development session.

Membership: an ongoing recurring membership/community arrangement billed periodically until validly cancelled in accordance with the applicable cancellation terms.

Platform: any website, membership platform, video platform, payment provider or other third-party technology used to deliver Products or Services.

3. Formation of the Agreement and Online Ordering

3.1 An agreement is formed when the Customer completes the online order/payment process and Egofluisteraar accepts or confirms the order, or when the parties otherwise agree in writing.

3.2 Before the Customer places an online order that creates a payment obligation, the essential characteristics of the Product or Service, the total price or pricing method, the duration where applicable, and relevant cancellation/termination conditions must be clearly presented.

3.3 The order button or equivalent checkout mechanism must make it unambiguous that placing the order entails an obligation to pay.

3.4 The Customer is responsible for providing accurate contact, billing and payment information and for keeping such information current.

4. Prices, VAT and Payment

4.1 Prices are stated in euros. For consumer sales, prices presented at checkout will include applicable taxes where legally required. The final amount payable will be displayed before the order is placed.

4.2 Unless a lawful instalment arrangement is expressly offered, Products and Services are payable in advance.

4.3 Payment may be processed through third-party payment providers. The Customer authorises the payment method selected at checkout for the agreed charges.

4.4 The Customer may not unilaterally withhold or reverse a validly due payment solely because the Customer decides not to use, attend or complete a Product or Service, subject always to mandatory consumer rights.

5. Digital Products and Self-Paced Programs

5.1 Digital Products may be delivered immediately after purchase by email, account access, download link or access through a Platform.

5.2 Access duration is the period stated on the Product Page or at checkout. If a specific fixed access period is advertised, access ends automatically at the end of that period unless otherwise stated.

5.3 Purchasing digital content grants the Customer a personal, limited, non-exclusive and non-transferable licence to use the content for personal purposes only. Ownership and intellectual-property rights are not transferred.

5.4 Account credentials, recordings, videos, audio files, PDFs, activations, workbooks and other materials may not be shared, copied, resold, published, distributed, uploaded or commercially reused without prior written permission.

5.5 Any restriction on withdrawal/refunds for immediately supplied digital content applies only to the extent the legal requirements for that restriction have been fulfilled, as further described in Article 11.

6. Fixed-Price Programs and Instalment Payment Plans

6.1 IMPORTANT: Where a program is sold for a fixed total purchase price and Egofluisteraar allows the Customer to pay that price in instalments, the instalment arrangement is a payment facility only. It is not a monthly subscription and does not give the Customer a monthly right to cancel the remaining purchase price.

6.2 The Customer commits to the total purchase price at the time the Fixed-Price Program is purchased. The total price, number of instalments and amount/frequency of instalments must be displayed before purchase.

6.3 Subject to mandatory consumer rights, stopping participation, choosing not to use the materials, failing to attend optional live elements, or deciding that the program is no longer wanted does not cancel the Customer's obligation to pay the outstanding balance of the agreed fixed purchase price.

6.4 If an instalment fails, Egofluisteraar may request payment and may suspend further access where legally permitted and proportionate. Any collection of consumer debt will comply with Article 17 and mandatory Belgian law.

6.5 If Egofluisteraar permanently discontinues a substantial part of a Fixed-Price Program that it was contractually required to provide, the parties' rights will be determined by mandatory law and, where appropriate, a proportionate remedy may be offered.

7. Memberships and Community Subscriptions

7.1 A Membership is an ongoing recurring agreement and is distinct from a Fixed-Price Program paid by instalments.

7.2 The recurring price and billing frequency are shown before purchase. Unless otherwise stated, the Membership continues and recurring payments remain due until cancellation takes effect.

7.3 The Member may cancel with 30 days' notice using the cancellation method communicated by Egofluisteraar. The Membership and payment obligation continue during the applicable notice period, after which access ends.

7.4 Cancellation does not retroactively refund Membership periods already supplied or amounts already validly due, except where mandatory law requires otherwise.

7.5 Egofluisteraar may reasonably change the format, timetable, facilitators, community features or individual live-session schedule where this does not fundamentally deprive the Member of the core Membership service. Material adverse changes will be communicated appropriately and mandatory consumer rights remain unaffected.

7.6 Founding-member or promotional pricing applies only under the conditions communicated with that offer. If a special rate is conditional on continuous Membership, cancellation may result in loss of that rate for a later re-enrolment if this was clearly disclosed.

7.7 Community access may be suspended or terminated for serious or repeated misconduct, harassment, threats, deliberate disruption, unlawful conduct, unauthorised sharing of confidential community content, or material breach of these Terms. Egofluisteraar will act reasonably and proportionately, taking the seriousness of the conduct into account.

8. Community Conduct, Confidentiality and Recordings

8.1 Members must respect the privacy, boundaries and dignity of other participants.

8.2 Personal stories, identifying information and confidential material shared by another participant in a private community or live group session may not be published or shared outside that setting without that person's permission.

8.3 Members may not record private group calls or 1:1 sessions unless Egofluisteraar and, where relevant, all affected participants have expressly agreed.

8.4 If Egofluisteraar intends to record a session for replay or educational use, participants will be informed. Separate consent will be obtained where legally required for promotional use, testimonials or identifiable marketing material.

8.5 Participation in a community necessarily involves interaction with third parties. Egofluisteraar cannot guarantee the statements, conduct or outcomes of other Members but may enforce reasonable community standards.

9. 1:1 Sessions, Rescheduling and No-Shows

9.1 1:1 Sessions are booked and paid in advance. A specific appointment time is reserved exclusively for the Customer.

9.2 Subject to mandatory consumer rights, bookings are non-refundable once they have become binding under these Terms.

9.3 The Customer may request rescheduling up to 72 hours before the scheduled start time. A rescheduling request is effective when received through the contact method communicated by Egofluisteraar.

9.4 Less than 72 hours before the scheduled start time, the session is considered confirmed and cannot ordinarily be rescheduled. A late cancellation or no-show is charged in full, subject to mandatory law and any exceptional arrangement Egofluisteraar chooses to make.

9.5 If the Customer arrives late, the session may still end at the originally scheduled time.

9.6 If Egofluisteraar must reschedule a session, a reasonable alternative date will be offered. If Egofluisteraar permanently cannot provide a prepaid session, the Customer will receive the remedy required by applicable law, which may include a refund for the unprovided session.

10. Right of Withdrawal - General Rule

10.1 Consumers entering into a distance contract generally have a statutory 14-day right of withdrawal, subject to the exceptions and conditions provided by applicable law.

10.2 Egofluisteraar will provide the legally required pre-contractual information concerning the right of withdrawal where that right applies.

10.3 Nothing in these Terms should be read as removing a statutory withdrawal right unless the legal requirements for an applicable exception have been satisfied.

11. Immediate Digital Content and Early Performance

11.1 Where digital content not supplied on a tangible medium is made available immediately, Egofluisteraar may request the Consumer's express prior consent to begin supply during the withdrawal period and the Consumer's acknowledgement that the right of withdrawal is lost once the legal conditions for loss of that right are met.

11.2 The required consent and acknowledgement should be obtained through a clear affirmative action, such as an unticked checkbox at checkout, and retained as evidence.

11.3 For services that begin during the withdrawal period, the legal treatment can differ from purely digital content. Egofluisteraar will apply the mandatory rules relevant to the particular service, including any required express request to begin performance early and any statutory payment/refund consequences.

11.4 A general statement that a Product is 'non-refundable' does not override mandatory withdrawal rights.

12. Nature of the Services - No Medical or Psychological Treatment

12.1 Egofluisteraar offers coaching, educational, personal-development, spiritual and/or experiential services. These services are intended as supportive personal-development experiences.

12.2 Egofluisteraar does not provide medical care, psychiatric care, psychotherapy, psychological diagnosis or treatment, and the Products and Services are not a substitute for care from a licensed doctor, psychologist, psychiatrist, psychotherapist or other appropriately qualified healthcare professional.

12.3 No statement, activation, exercise, meditation, coaching conversation, spiritual practice or educational material should be interpreted as medical or mental-health advice or as a diagnosis.

12.4 Customers remain responsible for deciding whether a Product or Service is appropriate for them and for obtaining professional medical or mental-health support when needed. In urgent or emergency situations, Customers should use the appropriate professional or emergency services.

12.5 Egofluisteraar may decline, pause or end participation where continuing the service would reasonably be considered outside the scope of the service, unsafe, unlawful or inappropriate, subject to applicable consumer law and a fair handling of prepaid but unprovided services.

13. Customer Responsibility and No Guaranteed Results

13.1 Personal-development and coaching outcomes vary between individuals. Egofluisteraar does not guarantee any specific emotional, spiritual, relationship, financial, business, health or other result.

13.2 Testimonials and examples describe individual experiences and are not promises that another Customer will obtain the same result.

13.3 The Customer remains responsible for decisions, actions and consequences arising from how the Customer chooses to apply information or practices, except to the extent liability cannot lawfully be excluded.

14. Intellectual Property

14.1 All intellectual-property rights in original course materials, recordings, videos, audio, written materials, exercises, frameworks, branding, activations and other content supplied by Egofluisteraar remain with Egofluisteraar or the relevant rights holder.

14.2 The Customer receives only the personal usage rights expressly granted with the purchase.

14.3 Commercial reproduction, teaching, licensing, reselling, redistribution, public upload or systematic copying is prohibited without prior written permission.

14.4 Nothing prevents a Customer from using general knowledge or personal insights lawfully acquired through participation, provided protected materials themselves are not copied or misrepresented as the Customer's own proprietary material.

15. Third-Party Platforms and Technical Availability

15.1 Egofluisteraar may use third-party services for payment processing, email, video calls, hosting, course delivery and community functions.

15.2 Temporary interruptions, maintenance or failures of third-party systems may occur. Egofluisteraar will take reasonable steps within its control to restore or provide access where the contracted service is materially affected.

15.3 Egofluisteraar does not exclude liability where such exclusion would be prohibited by law.

16. Liability

16.1 Egofluisteraar is responsible for performing its contractual obligations with reasonable care and professionalism.

16.2 To the fullest extent permitted by law, Egofluisteraar is not liable for indirect or consequential losses that were not reasonably foreseeable at the time of contracting.

16.3 No provision excludes or limits liability where Belgian or other mandatory applicable law prohibits exclusion or limitation, including liability arising from intentional misconduct or other legally non-excludable liability.

16.4 Any limitation of liability must be interpreted in a manner that does not create an unlawful significant imbalance to the detriment of a Consumer.

17. Late Payment and Consumer Debt - Belgian Book XIX WER

17.1 Where the Customer is a Consumer and an amount is not paid by its due date, Egofluisteraar will apply the mandatory Belgian rules governing consumer debts.

17.2 Before contractual late-payment interest or a contractual fixed compensation is demanded from a Consumer, Egofluisteraar will send the legally required first free reminder/formal notice and respect the statutory waiting period of at least 14 calendar days, subject to the rules governing how that period is calculated.

17.3 Any late-payment interest or fixed compensation claimed from a Consumer will only be charged if validly agreed and will not exceed the statutory limits applicable at that time.

17.4 For agreements involving regular supply, the legally required rules concerning free reminders and any permitted reminder charge will be respected.

17.5 If the debt remains unpaid after the required procedure, Egofluisteraar may use lawful debt-recovery measures or engage an authorised debt-collection professional. Consumer debt collection will remain subject to Book XIX of the Belgian Code of Economic Law and other mandatory rules.

17.6 For business Customers, different statutory rules may apply. Nothing in this Article limits rights or obligations that are mandatory in a B2B relationship.

18. Payment Disputes and Chargebacks

18.1 A Customer who believes a payment is incorrect should contact Egofluisteraar promptly so the matter can be investigated.

18.2 Initiating a chargeback does not by itself cancel an underlying contractual payment obligation where the charge was validly due.

18.3 Egofluisteraar may provide the payment provider with relevant evidence of the transaction, including the order confirmation, checkout disclosures, acceptance of Terms, access records and communications, in accordance with applicable privacy law.

18.4 Nothing in this Article restricts a Customer's lawful right to dispute genuinely unauthorised or incorrect transactions.

19. Suspension and Termination by Egofluisteraar

19.1 Egofluisteraar may suspend access or terminate an agreement for a material breach, fraud, unlawful use, serious community misconduct, repeated non-payment after applicable legal procedures, or where continuation is reasonably unsafe or unlawful.

19.2 Measures taken under this Article will be proportionate to the circumstances. Mandatory consumer rights concerning prepaid but unprovided services remain unaffected.

19.3 Termination of access due to the Customer's material breach does not automatically extinguish amounts already lawfully due under a Fixed-Price Program.

20. Force Majeure

20.1 Neither party is liable for a failure or delay caused by an event beyond its reasonable control to the extent recognised by applicable law.

20.2 Where possible, Egofluisteraar may reschedule, replace or temporarily suspend affected live Services.

20.3 If performance becomes permanently impossible, the parties' rights concerning termination and any prepaid unprovided portion will be determined in accordance with applicable law.

21. Privacy and Personal Data

21.1 Personal data is processed in accordance with applicable data-protection law, including the GDPR, and Egofluisteraar's Privacy Policy.

21.2 The Privacy Policy should explain, among other things, the purposes and legal bases of processing, categories of data, recipients/processors, retention, international transfers where relevant, data-subject rights and contact details.

21.3 Marketing communications will be sent only where a lawful basis exists. Customers can unsubscribe from direct marketing in accordance with applicable law.

21.4 Acceptance of these Terms is not a substitute for consent where GDPR or e-privacy rules specifically require consent.

22. Complaints

22.1 Complaints should be sent team@leylanaguibova.com with enough information to identify the purchase and explain the issue.

22.2 Egofluisteraar will seek to handle complaints reasonably and in good faith.

22.3 Where a Consumer dispute cannot be resolved directly, any mandatory or applicable consumer dispute-resolution mechanisms remain available.

23. Changes to These Terms

23.1 The version of these Terms accepted at the time of a one-off purchase generally governs that purchase, unless a later change is required by law or validly agreed.

23.2 For ongoing Memberships, Egofluisteraar may update these Terms for legitimate reasons, but material changes affecting the Member's contractual rights will be communicated in an appropriate manner and will not override mandatory consumer rights.

23.3 Egofluisteraar will not rely on a clause allowing arbitrary retroactive changes to the essential terms of a completed purchase.

24. Severability and No Waiver

24.1 If any provision is invalid, unlawful or unenforceable, the remaining provisions continue to apply to the extent legally possible.

24.2 A failure to enforce a right on one occasion does not automatically constitute a permanent waiver of that right.

25. Governing Law and Jurisdiction

25.1 These Terms are governed by Belgian law, without depriving Consumers of mandatory protections that apply under applicable private international law.

25.2 Disputes will be submitted to the courts having jurisdiction under applicable law. Nothing in these Terms requires a Consumer to bring proceedings exclusively before a court where such a jurisdiction clause would be unlawful or unenforceable.

25.3 The parties are encouraged to attempt an amicable resolution before commencing proceedings, without restricting statutory rights or limitation periods.

26. Final Provision

By placing an order, the Customer confirms having had the opportunity to read and accept the applicable General Terms & Conditions and any product-specific terms presented before purchase. Where separate affirmative consent is legally required - including certain immediate digital-delivery situations - acceptance of these Terms alone does not replace that separate consent.