

Terms and Conditions of Dating Doctors V.O.F.

Terms and Conditions as Applicable to All Services and Products of Dating Doctors V.O.F.

Version 1.2

www.datingdoctors.nl

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Copyright and trademarks

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Chapter 1

Please read carefully

1.1 Dating Doctors v.o.f.

Dating Doctors v.o.f. offers entertainment for adult men concerning women and dating, as well as products and services related to women and dating. All contents, products and services should not be considered legal or professional advice, and are only meant to use for objectives of personal entertainment. The website is exclusively meant for persons who have passed the age limit of 18 years old. The websites, including text and layout, are property of Dating Doctors v.o.f.

By the use of the website you agree with and accept the following terms, conditions and notifications (we hold the right to change these terms, renew or revise them to our own consent).

Regularly check to study renewed terms.

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1.2 Privacy Statement

The personal information that you leave at the site, will be used for the purpose indicated for which you typed this information (information request and/or courses and/or publications). This information are not given to third party. Furthermore Dating Doctors v.o.f.

uses the information to improve the service for

you. If you do not want this, please notify Dating Doctors v.o.f.

in advance. Any information we collected about you are removed from the files.

Your visit to this website is tracked by the use of cookies. The information

that we collect through these cookies is used by Dating Doctors v.o.f.

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1.3 Terms and Conditions (version 1.1)

1.3.1 Article 1. General

1. These conditions apply to every offer, proposal and agreement between Dating Doctors v.o.f. hereafter called: 'User', and an Other party to which User has declared these conditions applicable, as far as parties have not deviated explicitly from these conditions in writing.

2. The present conditions also apply to agreements with the User, for the implementation of which third parties have to get involved by the User.

3. These general conditions have also been written for the co-workers of User and its management.

4. The applicability of possible purchasing or other conditions of the Other Party is explicitly declined.

5. If one or more conditions in these general conditions have been annulled completely or partly or could be nullified at any moment, then the remaining conditions in these general conditions remain fully applicable. User and the Other Party will then start consultation to agree on new conditions instead of the annulled or nullified conditions, considering as much as possible the objective and purpose of the original conditions.

6. If there's uncertainty concerning the explanation of one or more conditions of these general conditions, then the explanation has to take place 'in the spirit' of these stipulations.

7. In case a situation occurs between parties which has not been regulated in these general conditions, then this situation has to be assessed in the spirit of these general conditions.

8. In case User does not always demand strict compliance with these conditions, this does not mean that its conditions do not apply, or that the User would loose in one or another way the right to demand the prompt compliance of the stipulations of these conditions in other cases.

1.3.2 Article 2. Proposals and offers

1. All proposals and offers of User are without any obligation, unless in the proposal a term for acceptance has been defined. A proposal or offer expires if the product to which the proposal or offer is concerned is no longer available in the meantime.
2. User can not be obliged to its proposals or offers if the Other Party can reasonably understand that the proposals or offers, or a part of these, contains an evident mistake or written error.
3. The prices mentioned in a proposal or offer are all including VAT and other taxes by the government as well as possible costs to be made as part of the agreement, including travel and accommodation costs, mailing and administrative costs, unless defined differently.
4. In case the acceptance (whether or not concerning minor points) deviates from the offer included in the proposal or offer, then the User is not obliged to that. The agreement is then not established corresponding to this deviating acceptance, unless User indicates differently.
5. A compound quotation does not oblige User to the performance of a part of the assignment at a corresponding part of the stated price. Offers or proposals do not automatically apply for future orders.

1.3.3 Article 3. Duration of contract; delivery terms, performance and change of agreement; price increase

1. The agreement between User and the Other Party is entered into for an indefinite amount of time, unless results differently from the nature of the agreement or if parties explicitly agree differently in writing.
2. If a term has been agreed upon or stated for the termination of certain activities or for delivery of certain things, then this is never a fatal term. With exceeding a term the Other Party has to declare User liable accordingly in writing. User must then be offered a reasonable term to still carry out the agreement.
3. User has the right to have certain activities performed by third parties.
4. User is authorized to carry out the agreement in different phases and so invoice the thus carried out parts separately.
5. If the agreement is carried out in phases the User can postpone the performance of those parts that belong to a next phase until the Other Party has agreed with the results of the phase preceding on it in writing.
6. If the User needs data of the Other Party for the performance of the agreement, the performance term does not start any sooner than after the Other Party has put this correctly and completely at the disposal of User.
7. If during the execution of the agreement appears that it is necessary for its adequate execution to change it or complete it, then parties will timely and by mutual agreement proceed to an adaptation of the agreement. In case the nature, size or contents of the agreement is changed, whether or not at the request or indication of the Other Party, of the authorized authorities et cetera, and the agreement is therefore changed qualitatively and/or quantitatively, then this might have consequences for that which was originally agreed upon. Because of that the original amount agreed on can be raised or lowered. User will beforehand give an estimate of that as much as possible. By a change of the agreement the original term of execution stated can be changed. The Other Party accepts the possibility of change of the agreement, including the change in price and term of execution.
8. In case the agreement is being changed, including a supplement, then the User is authorized to first implement this after agreement by the authorized person within User and the Other Party has agreed on the price and

other conditions stated for the execution, including the moment then to be defined on which this will be implemented. Not or not immediately executing the changed agreement does neither result in default of the User and is no reason for the Other Party to cancel the agreement.

9. Without becoming liable with this, User may deny a request for change of the agreement, if this could have qualitative and/or quantitative consequences for example for the activities to be executed or things to be delivered in that scope.

10. In case the Other Party might be liable concerning the sound compliance with that to which he has been obliged towards User, the Other Party is liable for all damage (including costs) to User arisen directly or indirectly because of that.

11. If User when concluding the agreement agrees on a certain price, then User is nevertheless authorized to raise the price, also if the price has originally not been stated conditionally.

12. In case the rise in prices amounts, other than as a result of a change of the agreement, to more than 10% and takes place within three months after the concluding of the agreement, then the Other Party is authorized to annul the agreement by means of a written statement, unless User is then still prepared to execute the agreement based on the original conditions agreed on, or if the rise in prices is a result of a jurisdiction or a liability burdened by User in accordance with the law or in case has been agreed that the delivery will take place longer than three months after the buy.

1.3.4 Article 4. Suspension, dissolution and cancellation between times of the agreement

1. User is authorized to suspend the compliance of the liabilities or dissolve the agreement immediately and at once, if:

- the Other Party does not comply completely or timely with the liabilities from the agreement;
- after concluding the agreement the circumstances having become known to the User give good basis to fear that the Other Party will not comply with the liabilities;
- the Other Party has been demanded when concluding the agreement to provide certainty about the compliance of its obligations from the agreement and this certainty fails to occur or is insufficient;
- in case because of the delay on the part of the Other Party can no longer be demanded of User that he will comply with the agreement at the conditions originally agreed on, then User is authorized to dissolve the agreement;
- in case a situation occurs which is of such a nature that compliance with the agreement can impossibly or maintenance of the agreement can not reasonably be demanded from User.

2. In case the dissolution can be blamed on the Other Party, then User is authorized to a compensation of the damage, including the costs, arisen directly or indirectly because of that.

3. In case the agreement is dissolved the claims of User to the Other Party will be claimable immediately. If User suspends the compliance of the obligations, he preserves his claims from the law and agreement.

4. If User proceeds to suspension or dissolution, he will by no means be obliged to compensation of damage and costs arisen because of that in whichever way or pay of damages, whilst the Other Party, by reason of default, is obliged to damages or compensation.

5. If the agreement is cancelled between times by User, then User will in consultation with the Other Party take care of transfer of activities still to be carried out to third parties. This unless the cancellation can be blamed on the Other Party. If the transfer of the activities means extra costs for

the User, then these will be charged to the Other Party. The Other Party is obliged to pay these costs within the term mentioned to that end by User, unless User indicates differently.

6. In case of dissolution, of (request of) suspension of payment or bankruptcy, of attachment - if and as long as the attachment has not been cancelled within three months - on behalf of the Other Party, of debt restructuring or another circumstance by which the Other Party can no longer dispose freely of its capital, the User has the freedom to cancel the agreement immediately and at once or cancel the order or agreement, without any obligation on his behalf concerning payment of any compensation or damages.

The claims of User on the Other Party are in that case claimable immediately.

7. In case the Other Party cancels a placed order completely or partly, then the ordered or prepared matters for that end, plus the possible transportation and delivery costs thereof and the reserved labor time for the execution of the agreement, will be integrally charged to the Other Party.

1.3.5 Article 5. Force Majeure

1. User is not obliged to comply with any obligation towards the Other Party when he is hindered to that end as a result of a circumstance which can neither be blamed on guilt, and nor under the law, a legal act or a conception applying in traffic is at his expense.

2. With force majeure is meant in these general conditions, besides what is meant concerning this in the law and jurisprudence, all external causes, foreseen or not foreseen, which User can not influence, however by which User is not capable of complying with his obligations. Strikes in the company of User or of third parties included. User also has the right to refer to force majeure if the circumstance that hinders further) compliance of the agreement, occurs after User had to comply with his obligation.

3. During the period the force majeure continues User can suspend the obligations from the agreement. If this period takes longer than two months, then both parties are authorized to dissolve the agreement, without any obligation to compensation of damage to the other party.

4. As far as User at the moment of commencing of the force majeure has already partly complied with his obligations from the agreement or will be able to comply with them, and independent value is attached to the respective complied part or part to be complied, User is authorized to invoice the respective complied part or part to be complied separately. The Other Party is obliged to pay this invoice as if it concerned a separate agreement.

1.3.6 Article 6. Payment and collection costs

1. Payment always has to take place within 14 days after date of invoice, in a way to be indicated by User in the currency of the invoice, unless indicated differently in writing by User. User is authorized to invoice periodically.

2. If the Other Party is in default concerning the payment on time of an invoice, then the Other Party is in default by right. The Other Party is then due an interest of 1% per month, unless the legal interest is higher, in which case the legal interest is due. The interest on the claimable amount will be calculated as of the moment the Other Party is in default until the moment of payment of the complete amount due.

3. User has the right to have serve the payments done by the Other Party in the first place for the reduction of the costs, then for the reduction of the interest become vacant and finally for the reduction of the main sum and the current interest.

4. User can, without defaulting because of that, refuse a payment offer, if the Other Party indicates a different order for the assignment of the payment. User can refuse full payment of the main sum, if with that the interest becomes vacant and current interest and collection costs are not paid as

well.

5. The Other Party is never authorized to the settlement of the amount due by him to User.

6. Objections to the amount of an invoice do not cancel the obligation to pay.

7. In case the Other Party is liable or in default concerning the compliance (on time) of his obligations, then all reasonable costs for obtaining extrajudicial payment are at the expense of the Other Party. The extrajudicial costs are calculated based on that what is normal at that moment in the Dutch collection practice, at the moment the calculation method according to Report PreliminaryWork II. If User has however made higher costs for collection which were reasonably necessary, the actual costs made for compensation are considered. The possibly made judicial and execution costs will also be charged to the Other Party. The Other Party is also due interest on the collection costs due.

1.3.7 Article 7. Owner's reservation

1. All things delivered by User as part of the agreement remain property of User until the Other Party has soundly complied with all obligations from the agreement(s) concluded with User. The delivered matters by User, which come under the owner's reservation in accordance with section 1, may not be resold and may never be used as a tender.

2. The Other Party is not authorized to pawn the matters that come under the owner's reservation or burden them in any other way.

3. The Other Party always has to do everything which may reasonably be expected from him to secure the titles of User.

4. If third parties secure the things delivered under the owner's preservation or want to impose or exercise rights on it, then the Other Party is obliged to immediately notify User of that.

5. The Other Party commits itself to insure the matters under owner's preservation and keep them insured against fire, explosion and water damage as well as against theft and make the policy of this insurance available at first request for User. In case of a possible payment of the policy, User is authorized to these amounts. As far as necessary the Other Party commits itself towards User beforehand to provide his cooperation to all that might (appear to) be necessary or desirable within that scope.

6. In case User wants to exercise his titles as indicated in this article, the Other Party beforehand gives absolute and irrevocable permission to User and third parties to be indicated by User to have access to all those places where the properties of User are located and take back those things.

1.3.8 Article 8. Guarantees, research and advertisement

1. The matters to be delivered by User meet the usual requirements and standards which can be reasonably expected from that at the moment of delivery and for which they are intended with a normal use in The Netherlands.

The guarantee mentioned in this article applies to matters that are intended for the use within The Netherlands. With use outside of The Netherlands the Other Party itself has to verify if the use of it is suitable for the use there and if this meets the conditions which are required for that. In that case User may require different guarantee and other conditions concerning the matters to be delivered or activities to be performed.

2. The guarantee mentioned in section 1 of this article applies for a period of six months after delivery, unless results differently from the nature of the delivered or if parties have agreed differently. If the guarantee provided by User concerns a matter that was produced by a third party, then the guarantee is limited to that being provided to that end by the producer of the matter, unless stated differently. After expiration of the warranty period, all costs for repair or replacement, including administration, mailing and transport costs, will be charged to the Other Party.

3. Every type of guarantee will come to expire if a deficiency has come into being as a result of or resulting from indiscriminate or improper use of

it or use after the expiration date, incorrect storage or maintenance on it

by the Other Party and/or by third parties when, without permission in writing by User, the Other Party or third parties have made changes to the matter or tried to make changes, other matters have been attached to it that should not be attached to it or if they were processed or treated in another than the prescribed way. The Other Party is neither entitled to a claim to a guarantee if the deficit has come into being because of or is the result of circumstances which can not be influenced by User, including weather conditions like for example but exclusively, extreme rain or temperatures) et cetera.

4. The Other Party is obliged to research (have researched) the delivered, immediately on the respective moment the matters are disposed to him or the activities concerned have been performed. With that the Other Party has to research if the quality and/or quantity of the delivered corresponds to that what has been agreed on and meets the requirements parties have agreed on with respect to that. Possible deficits must be notified within two months after their discovery to User in writing. The report must contain a description as detailed as possible of the deficit, so that User will be able to react appropriately. The Other Party has to give User the opportunity to (have) research a complaint.

5. If the Other Party puts in a claim on time, this will not suspend his obligations concerning payment. In that case the Other Party also remains obliged to purchase and payment of the otherwise ordered matters.

6. If a deficit is reported later, then the Other Party is not entitled anymore to repair, replacement or compensation.

7. If it is certain that a certain matter is faulty and a claim has been put in on time with respect to that, then the User will replace the faulty matter within a reasonable term after return receipt of it or, if sending back is not reasonably possible, notification in writing concerning the deficit by the Other Party, or take care of repair or pay substituting compensation to that end to the Other Party, at the choice of User. In case of replacement the Other Party is obliged to return the replaced matter to User and provide its ownership to User, unless User indicates differently.

8. If it is has been concluded that a complaint is unfounded, then the costs arisen because of that, including the research costs, made to that end by User, will integrally be at the expense of the Other Party.

9. The money-back guarantee with the Dating Tours is limited. Are you not satisfied with the

Dating Tour or do you want to cancel the Dating Tour, then you are minimally due to pay the costs made, as far as these concern your participation.

So you can only appeal to restitution on the non-negative difference between the purchase price paid by you and the actual costs made, with a maximum of the price for participation in the Dating Tour.

10. Result guarantee and money-back guarantee with group workshops, individual trainings and consults over the phone. We provide standard result guarantee and money-back guarantee with our workshops. This means that you as a client will definitely succeed in meeting and seducing women, during and after the course. A condition is however that you as a client of the Dating Doctors v.o.f. comply with all instructions of the Dating Doctors v.o.f.. Do you have the impression before starting the course that you will not succeed according to the method of the Dating Doctors v.o.f., then you can make a request for complete restitution of the purchase price. Do you think within the first hour of the commencement of the course that the service does not meet your expectations, then you can also request for a complete restitution. After the first hour of the course you can no longer claim complete restitution. In case of restitution you need to hand back over all the course material to the Dating Doctors v.o.f., including possible products which were included in the course and have been offered to you for free.

11. Result guarantee and money-back guarantee with books, CDs, videos and other tangible products. We provide standard result guarantee and money-back guarantee with our physical products. This means that you as a client will definitely notice an improvement concerning your contact with women, during and after the use of the product. Do you think after purchasing the physical product that the result you were having in mind will not be obtained, then you will be able to put in a claim on full restitution up to minimally 30 days after receipt of the physical product. With some products we even provide a lifelong guarantee and you will at any time be able to return your purchased products in their original state. We kindly ask you to inform Dating Doctors V.O.F. beforehand concerning your choice to make use of the guarantee, before actually returning the physical products. You will receive your complete restitution when you have returned the physical products to Dating Doctors V.O.F, and these have been received in good order by the Dating Doctors V.O.F

1.3.9 Article 9. Liability

1. If User is liable, then this liability is limited to what has been laid down in this stipulation.
2. User is not liable for damage, of any kind, arisen because User has assumed incorrect and/or incomplete data provided by or on behalf of the Other Party.
3. In case User is liable for any damage, then the liability of User is limited to a maximum of three times de invoice amount of the order, at least to that part of the order to which the liability applies.
4. The liability of User is at least always limited to the amount of payment of his insurance company in the occurring case.
5. User is exclusively liable for direct damage.
6. With direct damage is exclusively meant:
 - the reasonable costs for defining the cause and the size of the damage, as far as the definition concerns damage in the sense of these conditions;
 - the possible reasonable costs made to have the faulty performance of User meet the agreement, as far as these can be blamed on User;
 - reasonable costs, made to prevent or limit damage, as far as the Other Party demonstrates that these costs have lead to limitation of direct damage as meant in these general conditions.
7. User is never liable for indirect damage, including consequential loss, lost profits, missed savings and damage for stagnation of business or other stagnation.
8. The limitations of the liability included in this article do not apply if the damage can be blamed on deliberate action or glaring guilt of User or his managerial subordinates.

1.3.10 Article 10. Term of limitation

1. Deviating from the legal terms of limitation, the term of limitation of all claims and pleas towards User and third parties involved by User in the execution of an agreement, amount to one year.
2. The defined in section 1 does not apply to legal claims and pleas which are based on facts which would justify the statement that the delivered matter would not meet the agreement. Such claims and pleas are precluded by the lapse of time after two years after the Other Party has notified User about such non-conformity.

1.3.11 Article 11. Risk-transfer

1. The risk of loss, damage or depreciation transfers to the Other Party at the moment matters are being brought under the power of the Other Party.

1.3.12 Article 12. Indemnity

1. The Other Party indemnifies User for possible claims of third parties, who

suffer damage in connection with the execution of the agreement and of which the cause can be attributed to someone else than User.

2. If by that virtue User is addressed by third parties, then the Other Party is obliged to assist User both outside and in a court of law and immediately do all that can be expected from him in that case. If the Other Party is in default concerning the taking of appropriate measures, then User is, without proof of default, authorized to proceed to this himself. All costs and damage for User and third parties arisen as a result of that, are integrally at the expense and risk of the Other Party.

1.3.13 Article 13. Intellectual property

1. User reserves the rights and authorities that he is entitled to based on the Copyright Act and other intellectual laws and regulations. User has the right to use the knowledge increased on his side as a result of the execution of the agreement also for other ends, as far as with this no strictly confidential information of the Other Party is announced to third parties.

1.3.14 Article 14. Applicable law and disputes

1. Exclusively Dutch law applies to all relations where User is a party, also if an agreement is carried out partly or completely in a foreign country or if one of the parties involved in the legal relation resides there. The applicability of the Viennese Purchase Agreement is excluded.

2. Parties will first appeal to the judge after they have made the utmost efforts to settle a dispute by mutual agreement.

1.3.15 Article 15. Location and change of conditions

1. These conditions have not been registered with the Chamber of Commerce in Rotterdam and have been so on the website of User.

2. Applicable is always the last registered version and/or the version as it applied at the moment of realization of the legal relation with User.

3. The Dutch text of the general conditions is always determining for its explanation.

1.3.16 Article 16. Non-disclosure agreement and business secrecy

1. Other Party is obliged to conceal the identity of the trainers of User, including but not limited to the distribution of photos on which the identity of one or more trainers of User are identifiable, or the writing of texts from which the identities of these persons can reasonably be derived other than their alias (AlphaDoc, SmoothDoc, ShineDoc, RoughDoc and LoveDoc), unless agreed on differently in writing.

1.3.17 Article 17. Copyright

1. Both the website and the newsletters of the User are protected by Dutch copyright. It is prohibited to distribute (parts of) the website or the newsletters of User without the explicit permission in writing by User. If you have been granted permission to borrow (parts of) the website, then you are obliged to place © Dating Doctors v.o.f. www.datingdoctors.eu as a quotation of sources with the text. You also need to indicate that Dating Doctors® is a registered trademark of Dating Doctors v.o.f. For the distribution of the newsletter further applies that you must copy the newsletter completely, including preceding quotation of sources.