

IN PROGRAMME SALES B.V.  
**Mediums App**

## Terms and Conditions

Use of the platform by customers and mediums — Mediums App / mediums-app.online

Company	: In Programme Sales B.V.
Legal form	: Private Limited Company (B.V.)
Head office / Visiting address	: Leyenseweg 113, 3721 BC Bilthoven
Establishment number	: 000017500974
Chamber of Commerce (KvK) no.	: 30150436
Contact	: info@mediums-app.online

### 1. Definitions

Service / Platform / App: The Mediums App and the associated website mediums-app.online, including all functionality for communication, live sessions and payments.

IPS / We / Us: In Programme Sales B.V.

Gebruiker	Iedere natuurlijke of rechtspersoon die de Dienst gebruikt (zowel Klanten als Mediums).
Klant	Gebruiker die mediumprofielen bekijkt, contact opneemt met Mediums en/of credits koopt.
Medium	Gebruiker die een profiel aanmaakt, diensten (zoals consulten, live sessies of healings) aanbiedt en uitbetalingen ontvangt.
Credits	Virtuele valuta die uitsluitend binnen de App kan worden gebruikt voor het betalen van diensten.
Platformvergoeding	Het door IPS ingehouden bedrag (een percentage of vast tarief) ter dekking van platform-, verkeers- en bemiddelingskosten.

## 2. Role of IPS

IPS provides only the technical platform that enables customers and mediums to connect and communicate with each other (via chat, voice calls, video calls and live sessions).

IPS is not a party to the agreement between the Customer and the Medium. IPS acts solely as a facilitator, comparable to a telecom provider that only delivers the connection. IPS gives no guarantee regarding the quality, accuracy, suitability or outcome of the services provided by Mediums. The Customer and the Medium are fully responsible for the content and performance of the sessions. IPS withholds a platform fee from payments processed through the platform. The amount of this fee may vary per service or period and is shown before a session or payment is started.

IPS does not act as an intermediary within the meaning of Article 7:425 of the Dutch Civil Code and is not responsible for the formation or performance of any agreement between the Customer and the Medium.

### 2.1 No contracting party and no substantive involvement

IPS is not a party to agreements between Customers and Mediums and does not act as an intermediary in a legal sense. Any agreement is formed exclusively between the Customer and the Medium.

IPS:

- does not pre-review the content of consultations
- has no substantive influence on conversations
- provides no guarantee regarding the performance of Mediums

Disputes between Customer and Medium must be resolved between them. IPS is not obliged to mediate and may decide, at its sole discretion, whether and to what extent support is provided.

## 3. Applicability

These Terms and Conditions apply to all agreements between IPS and Users relating to registration, use of the App and the credit system.

By registering for or using the App you agree to these Terms. If you do not agree, you may not use the Service.

## 4. Registration and account

- 1 You must be at least 18 years old to use the Service. IPS may require age verification.
- 2 You may create only one account. Accounts may not be sold, transferred or shared.
- 3 You are responsible for the accuracy of your information and for all activity under your account.
- 4 You must keep your login details secure.

## 5. Service functionality

The App offers, among other things:

- For Customers: view medium profiles, contact Mediums via chat, voice or video calls, follow live sessions and healings, buy credits and view content.
- For Mediums: manage a profile, set your own rate, change online/offline status, offer consultations and live sessions, publish content and receive payouts (minus IPS's platform fee). IPS does not guarantee continuous availability and may change or remove features at any time.

## 6. Rules of use

It is prohibited to:

- Post illegal, discriminatory, obscene, pornographic, threatening, defamatory or copyright-infringing content.
- Make medical, therapeutic or healing claims that are contrary to the law (including the Dutch Medical Treatment Contracts Act (WGBO)).
- Disrupt the Service with viruses, bots, scrapers or other harmful means.
- Intimidate, mislead or spam other users.

In the event of a violation, IPS may remove content and suspend or terminate accounts.

IPS reserves the right to determine, at its sole discretion, whether these rules have been violated.

## 6.1 Code of conduct during consultations (Mediums)

Mediums must behave professionally and with due care during all interactions via the platform.

Mediums are expressly prohibited from:

- making medical diagnoses or providing medical advice
- providing legal or financial advice
- pressuring users or creating fear
- encouraging dependency (for example by presenting repeated consultations as necessary)
- giving guarantees regarding outcomes, predictions or results

In the event of a violation, IPS may take immediate action, including suspending or terminating the account and blocking payouts.

## 7. Intellectual property

By posting content (profile, photos, videos, texts, etc.) you grant IPS a worldwide, non-exclusive, royalty-free licence to use, display and distribute this content within the Service.

All rights to the App, the platform, the name "Mediums App" and the logo belong to IPS.

IPS is entitled to remove or modify content if it violates these Terms or applicable law.

## 8. Credits and payments

### 8.1 General

Credits are a virtual currency that has value only within the App. They cannot be exchanged for cash and cannot be transferred.

### 8.2 Purchase

Credits can be purchased via the available payment methods. IPS may change prices and limits (maximum 30,000 credits) at any time.

### 8.3 Use

- Credits are used to pay for services provided by Mediums.
- IPS withholds a platform fee on each payment to cover use of the platform, the connection and processing costs.
- Payment with credits is irrevocable once you confirm it.

### 8.4 Right of withdrawal

When purchasing credits (digital content), the 14-day right of withdrawal does not apply if you expressly agree to immediate delivery and waive the right of withdrawal. This is explicitly shown at the time of purchase.

### 8.5 Expiry of credits

Unused credits expire one (1) year after acquisition, unless mandatory law provides otherwise.

### 8.6 Legal nature of Credits

Credits are not the User's property, but a limited, personal and non-transferable right of use within the App.

IPS reserves the right to:

- correct credits in case of technical errors
- revoke credits in case of fraud or abuse
- change the terms, value or functionality of credits

Users cannot derive any rights from credits outside their use within the Service.

## 9. Payouts to Mediums

Mediums receive the amount they have earned minus the platform and traffic costs withheld by IPS. Payouts are made in accordance with IPS's terms in force at that time. Mediums are responsible for paying any taxes and VAT due on the amounts received.

## 9.1 Validation and corrections

All payouts to Mediums are subject to:

- technical validation
- checks for fraud or abuse
- correct processing of transactions

IPS has the right to:

- correct amounts
- suspend payouts
- apply set-offs in case of errors or abuse

## 10. Liability

IPS is liable only for the correct technical operation of the platform as a connectivity tool. IPS is not liable for:

- The content, quality, accuracy or outcome of sessions between Customer and Medium.
- Any damage arising from the relationship between Customer and Medium.
- Indirect damage, consequential damage or non-material damage.

To the extent permitted by law, IPS's total liability is limited to the amount you paid to IPS in the twelve (12) months preceding the event giving rise to the damage, with a maximum of €5,000 (five thousand euros). This limitation does not apply in case of intent or wilful recklessness by IPS. IPS is not liable for decisions Users make based on consultations or content within the App.

Users acknowledge that they act independently and at their own risk.

If IPS is nevertheless held liable for any damage, such liability is at all times limited as described in this article, regardless of the legal basis of the claim.

## 11. Privacy

IPS processes personal data in accordance with the Privacy Statement, which is separately available via the App and the website mediums-app.online.

Where legally required, conversations are not stored in substance unless explicitly indicated.

## 12. Platform control and visibility

IPS behoudt zich het recht voor om:

- de volgorde en zichtbaarheid van Mediums te bepalen
- profielen te promoten, beperken of verbergen
- algoritmes of filters toe te passen op basis van relevantie, prestaties of andere factoren

IPS is niet verplicht om inzicht te geven in de werking van algoritmes of rankingmechanismen.

Gebruikers kunnen geen rechten ontleen aan hun positie of zichtbaarheid binnen het platform.

## 13. Fraud and abuse of the platform

Fraud and abuse include, among other things:

- using multiple accounts to manipulate income
- artificially generating calls or transactions
- cooperation between Customers and Mediums to abuse the system
- abuse of the credit system or payment methods

IPS is not required to prove suspected fraud in advance before taking measures.

In case of suspected fraud, IPS may:

- block or delete accounts
- cause credits to expire
- suspend or cancel payouts
- correct previous transactions

## 14. Data and use of communications data

IPS processes technical and usage data that are necessary for operating the platform, including:

- phone numbers and connection data
- call duration and frequency
- use of features within the App
- technical metadata

This data is used for:

- providing and improving the Service
- fraud detection and security
- analysis and optimisation of the platform

## 15. Platform and app dependency

The functionality of the Service may depend on external platforms such as the Apple App Store and Google Play.

IPS is not responsible for:

- restrictions imposed by these platforms
- changes in payment methods or functionality
- outages or limitations outside IPS's sphere of influence

## 16. Changes

IPS may amend these Terms and Conditions. Changes will be announced at least 14 days in advance via the App or by email. By continuing to use the Service after the effective date, you agree to the amended terms.

## 17. Termination

You may delete your account at any time via the App. Any remaining credits will expire upon deletion.

IPS may terminate the Agreement with immediate effect in case of a serious breach of these Terms.

## 18. Governing law

These Terms and Conditions are governed by Dutch law. Disputes will be submitted to the competent court of the District Court of Amsterdam, unless mandatory consumer law prescribes a different court.

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