TERMS & CONDITIONS & PRIVACY POLICY

for Hendrik & Partner
Last updated: November 2025

1. General Information

This website and all services offered via it are operated by **Hendrik & Partner**, represented by a self-employed consultant based in Malta (VAT: MT314870136).
By using the website or ordering any service, the client agrees to these Terms & Conditions.

2. Scope of Services

Hendrik & Partner provides business-to-business consulting and operational optimization services, including but not limited to:

- Internal department reviews / operational efficiency assessments / process evaluations
- Process optimization & operational consulting
- Leadership, team, communication and efficiency trainings and workshops
- Tailor-made seminars and development programs
- Operational support for clients in sectors such as iGaming, Trading, Forex, SaaS, FinTech, E-commerce, etc.

Important Disclaimer: All offered reviews, assessments, trainings, workshops and consulting services are intended solely for **analysis, optimization and improvement of operational processes, structures and efficiency**.
They **do not constitute statutory, regulatory or legally required audits** and **are not a substitute for such audits**.

Services are provided exclusively to **business clients (B2B)** and only upon individual request and written agreement.

3. Contract Formation

A binding contract between Hendrik & Partner and the client is established only when:

1. The client submits a request for services
2. Hendrik & Partner issues a written offer
3. The client accepts the offer in writing

There is **no automatic online purchase or booking system**; each engagement is individually agreed.

4. Pricing & Payment Terms

- Fees are quoted individually for each project or service.
- Unless otherwise agreed, payment terms are: 50% deposit upon confirmation, 50% upon completion / delivery of services.
- Payment due date: 14 calendar days from invoice date.
- Prices may be subject to applicable VAT (e.g. Maltese VAT), if required by law.

5. Cancellation & No-Show Policy

- Upon booking a service, the client commits to payment of agreed fees.
- Cancellation must be notified in writing (email or letter).
- If cancellation occurs **14 or more days before the scheduled service date**, 50% of the total fee is due as cancellation fee.
- If cancellation occurs **less than 14 days before** the scheduled date, or in case of **no-show**, 100% of the fee is due.
- Exceptions or modifications require written agreement between both parties.

6. Liability

- To the fullest extent permitted under Maltese law, Hendrik & Partner excludes liability for indirect, consequential or incidental damages, including but not limited to lost profits, business interruption, cost of alternative services.
- Hendrik & Partner does not guarantee specific results — provided services are advisory / consultative in nature; decisions based on the outcomes remain solely the responsibility of the client.
- Liability is limited to cases of **intentional misconduct or gross negligence**.

7. Intellectual Property

All materials provided by Hendrik & Partner — including analyses, reports, templates, training/ workshop content, presentations, documents — remain the intellectual property of Hendrik & Partner.
Client may use delivered materials internally, but reproduction, redistribution, or disclosure to third parties requires prior written consent.

8. Confidentiality

Both parties agree to treat all shared business, operational, and internal data and documentation as confidential.
No information is disclosed to third parties without prior written consent, except as required by applicable law.

9. External Contractors & Partners

Hendrik & Partner may engage independent external consultants, trainers or specialists (e.g. from Malta, Germany, Slovenia or other EU countries) to perform parts of the services.
These external contractors are **not employees**; they act independently.
Hendrik & Partner assumes no liability for their independent actions, omissions or delays, except in cases of proven intentional or grossly negligent behavior directly attributable to Hendrik & Partner.

10. Website Use & External Links

- The website content, including blog posts, articles, descriptions, is for general informational purposes only.
- Hendrik & Partner makes no warranty as to the accuracy, completeness or fitness of any content.
- The website may contain links to external third-party sites. Hendrik & Partner is not responsible for content or practices of those external sites.

11. Data Protection & Privacy / GDPR Compliance

11.1 Data Controller

Hendrik & Partner (Ben H. Finkemeier) acts as the data controller for any personal data collected via the website or during service delivery.

11.2 What Data We Collect

We process personal data only when voluntarily provided by clients or contacts, such as:

- Name, company name, job title
- Contact details: business email, telephone number, address (if provided)
- Correspondence, messages, proposals, contracts, invoices
- Participation data for trainings or workshops

We do **not** collect sensitive personal data (e.g., race, religion, health, etc.) by default.

11.3 Automatically Collected Data

When users visit the website, technical data may be collected by our hosting provider (e.g. IP address, browser type, operating system, referrer URL), used solely for security and stability.

11.4 Legal Basis for Processing

We process personal data under one or more lawful bases per GDPR (e.g. Art 6 GDPR):

- Contract performance (service delivery)
- Legitimate interest (business communication, administration)
- Consent (e.g. for optional marketing, cookies/tracking)

11.5 Use, Sharing & Retention of Data

- Data is used only for the purpose for which it was collected (service delivery, communication, billing).
- Data may be shared with external contractors only to the extent necessary to deliver agreed services; these contractors must comply with GDPR.
- We do **not sell** personal data to third parties.
- Data is retained only as long as necessary to fulfill the service, contractual or legal obligations; afterward securely deleted.

11.6 Data Subject Rights

Clients/data subjects have the right to:

- Request access to their personal data
- Request correction, deletion or restriction of data processing
- Request data portability
- Object or withdraw consent (where consent was the basis)
- Lodge a complaint with the relevant data protection authority (in Malta: IDPC)

11.7 Cookies & Tracking

- By default only essential cookies for website function are used.
- Any analytics or marketing cookies/tracking (e.g. Google Analytics, Meta Pixel) are implemented only after explicit consent.

11.8 Data Security

We implement technical and organizational security measures (data encryption, secure storage, access controls) to protect personal data against unauthorized access, loss or misuse.

12. Changes to Terms & Privacy Policy

Hendrik & Partner reserves the right to modify or update these Terms & Conditions and Privacy Policy at any time.
Updated versions will be published on the website and the “last updated” date will be revised.
Continued use of the website or services after publication constitutes acceptance of the revised terms.

13. Governing Law & Jurisdiction

These Terms & Conditions and Privacy Policy are governed by Maltese law.
Any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the competent courts of Malta.

14. Acceptance

By using the website, submitting a service request, or entering into a contract with Hendrik & Partner, you confirm that you have read, understood and accepted these Terms & Conditions and Privacy Policy in full.