
TERMS & CONDITIONS
ONLINE PROGRAMS & DIGITAL PRODUCTS

Mark McDonnell - Applied Biomagnetic Therapy

Last Updated: DATE: 1-Dec-2025

Version: 2.0

IMPORTANT: These Terms & Conditions govern your purchase and use of any online programs, courses, or digital products offered by Mark McDonnell. By purchasing any product, you agree to these terms. Please read them carefully before completing your purchase.

Governing Law: These Terms are governed by Dutch law, but are designed to be fair and reasonable for customers worldwide.

1. DEFINITIONS

1.1 "We," "us," or "Provider": Mark McDonnell, trading as Applied Biomagnetic Therapy, registered in the Netherlands at Tuinstraat 69, 5121 KB Rijen, Chamber of Commerce number KVK NUMBER: 87987740.

1.2 "You," "your," or "Customer": The individual purchasing access to our products or services.

1.3 "Product" or "Online Program": Any digital program, course, downloadable content, or online service offered by us, including but not limited to:

- Body Symptom Decoder
- Online courses and programs
- Digital guides and workbooks

- Video or audio content
- Membership sites or communities
- Any other digital products or services we offer

1.4 "Website": markmcdonnelltherapy.com and all associated subdomains.

1.5 "Access Period": The duration specified at time of purchase for the specific product (typically 12 months unless otherwise stated).

1.6 "Content": All texts, images, videos, audio, PDFs, worksheets, exercises, and other materials included in any Product.

2. THE AGREEMENT

2.1 The agreement between you and us is formed when:

- You complete the payment process, AND
- You receive a confirmation email with access instructions

2.2 By purchasing, you confirm that:

- You are at least 18 years old
- You have read and agree to these Terms & Conditions
- All information provided is accurate
- You have authority to make this purchase

2.3 We reserve the right to refuse any order without explanation.

2.4 SPECIFIC PRODUCT TERMS:

Some products may have specific terms (such as access duration, bonus materials, or special conditions) which will be clearly

stated on the product sales page at time of purchase. Those specific terms supplement but do not replace these general Terms.

3. PRICING AND PAYMENT

3.1 All prices are displayed in Euros (EUR) unless otherwise stated.

3.2 VAT/SALES TAX:

CURRENT PRICING STRUCTURE:

The pricing structure and VAT treatment will be clearly displayed on each product page at time of purchase.

GENERAL RULES:

- EU customers: Subject to 21% Dutch VAT (may be included in price or added at checkout - will be shown before payment)
- Non-EU customers: No VAT charged

The pricing structure in effect at the time of your purchase applies to your transaction.

3.3 We use secure third-party payment processors. We never store your payment card information.

3.4 Payment must be completed before access is granted.

3.5 All payments are processed in real-time. If payment fails, please contact us at info@markmcdonnell.nl.

3.6 PAYMENT PLANS:

If payment plans are offered for a specific product, the terms will be clearly stated at purchase. Failure to complete payment plan will result in access being revoked.

4. REFUND POLICY

4.1 14-DAY MONEY-BACK GUARANTEE:

Unless otherwise stated for a specific product, we offer a 14-day money-back guarantee to all customers worldwide.

If you are not satisfied with any Product for any reason, you may request a full refund within 14 calendar days of your purchase date.

4.2 HOW TO REQUEST A REFUND:

To request a refund, email info@markmcdonnell.nl within 14 days of your purchase date with:

- Your name
- Order number
- Product name
- Brief reason for refund (optional but appreciated)

We will confirm receipt within 24-48 hours and process your refund within 5-7 business days to your original payment method.

4.3 REFUND ELIGIBILITY:

To be eligible for a refund, you must:

- Request the refund within 14 calendar days of purchase

- Provide your order information
- Not have previously refunded this product

4.4 REFUND EXCLUSIONS - No refund will be given for:

- Requests made more than 14 days after purchase
- Customers who have already received a refund for this product
- Fraudulent activity or violation of these Terms
- Personal 1-on-1 sessions or consultations (refund policy for these services may differ and will be stated at booking)

4.5 AFTER REFUND:

Once your refund is processed:

- Access to the Product will be revoked immediately
- You must delete all downloaded materials
- You may not retain or use Product content after refund
- All intellectual property rights remain with us
- You may purchase again in the future but will not be eligible for another refund of the same product

4.6 PAYMENT PROCESSOR FEES:

We refund 100% of your purchase price. However, payment processing fees charged by third-party processors (typically 2-3%) are non-refundable as these are retained by the payment processor.

4.7 TECHNICAL ISSUES:

If you experience technical problems accessing any Product that we cannot resolve within 7 days, you are eligible for a full refund regardless of the 14-day window.

4.8 EU CONSUMER RIGHTS:

This refund policy meets or exceeds EU Consumer Rights Directive

requirements. EU customers receive a 14-day withdrawal right with immediate access to digital content.

4.9 PRODUCT-SPECIFIC REFUND POLICIES:

Some products or services may have different refund policies (e.g., no refunds for certain intensive programs or 1-on-1 services). These will be clearly stated on the product page before purchase.

4.10 COMPLETE REFUND POLICY:

For complete details, see our separate Refund Policy document available at: www.markmcdonnelltherapy.com/refund-policy

5. ACCESS AND USAGE TERMS

5.1 ACCESS PERIOD:

- Access duration varies by product and will be specified at time of purchase (typically 12 months)
- Access expires automatically at the end of the specified period
- No refund for unused time
- Extension may be available at our then-current rates
- You may download worksheets and materials for personal retention where provided

5.2 LIFETIME ACCESS PRODUCTS:

Some products may offer "lifetime access." This means:

- Access for as long as the product exists on our platform
- We reserve the right to discontinue products with 30 days notice
- "Lifetime" refers to the product's lifetime, not yours

- Downloaded materials may be retained per product terms

5.3 ACCOUNT SECURITY:

- Access is personal and non-transferable
- You are responsible for keeping login credentials secure
- Sharing login details is strictly prohibited
- We are not liable for unauthorized access due to your negligence

5.4 PERMITTED USE:

- ✓ Access Products for personal, non-commercial use
- ✓ Download worksheets and materials for your personal use
- ✓ Take notes and work through exercises
- ✓ Contact support for technical help

5.5 PROHIBITED USE:

- X Sharing login credentials with others
- X Copying, reproducing, or distributing content
- X Recording, screenshot, or capturing content for distribution
- X Using content for commercial purposes without written permission
- X Reselling or sublicensing access
- X Reverse engineering any part of Products
- X Creating derivative works from the content

5.6 COACHES, THERAPISTS, & PROFESSIONAL USE:

If you are a coach, therapist, or professional wishing to use our content with clients, please contact us at info@markmcdonnell.nl for licensing options.

5.7 VIOLATION CONSEQUENCES:

Violation of usage terms will result in immediate termination

of access without refund, and may result in legal action.

5.8 RETENTION OF MATERIALS:

After your Access Period expires, you may retain:

- Downloaded worksheets clearly marked for personal retention
- Notes you have personally created

You must delete:

- All Product content not explicitly marked for retention
 - Any recordings or screenshots of Product content
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6. PLATFORM AVAILABILITY

6.1 We strive to provide 24/7 access but cannot guarantee it.

6.2 Access may be temporarily unavailable due to:

- Scheduled maintenance
- Hosting provider issues
- Internet infrastructure problems
- Cyber attacks or security threats
- Force majeure events
- Technical failures beyond our control

6.3 We will attempt to notify you of planned maintenance when possible, but are not obligated to do so.

6.4 Your Access Period will NOT be extended for temporary unavailability UNLESS:

- The outage exceeds 7 consecutive days, AND

- The outage is directly caused by our negligence

6.5 You are responsible for:

- A working internet connection
 - Compatible device and browser
 - Necessary software to view content (PDF reader, etc.)
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7. INTELLECTUAL PROPERTY

7.1 ALL RIGHTS RESERVED:

All content, materials, designs, text, graphics, videos, and other elements of all Products are protected by copyright, trademark, and other intellectual property laws.

7.2 OWNERSHIP:

All intellectual property rights belong exclusively to Mark McDonnell / Applied Biomagnetic Therapy.

7.3 LIMITED LICENSE:

You receive only a limited, non-exclusive, non-transferable license to access and use Products for personal use during your Access Period.

7.4 NO TRANSFER:

You may not sell, transfer, assign, or sublicense your access to anyone else.

7.5 COPYRIGHT PROTECTION:

- Downloaded materials may be watermarked with your information

- Unauthorized distribution will be tracked and prosecuted
- We actively monitor for copyright infringement
- DMCA and equivalent takedown procedures will be enforced

7.6 TRADEMARK:

"Mark McDonnell," "Applied Biomagnetic Therapy," and all associated logos and product names are trademarks. You may not use these without written permission.

8. UPDATES AND MODIFICATIONS TO CONTENT

8.1 We reserve the right to:

- Update, modify, or remove content at any time
- Add new materials or resources
- Correct errors or inaccuracies
- Improve existing content
- Discontinue products with appropriate notice

8.2 Updates are made without prior notice.

8.3 All active users automatically receive access to updated content.

8.4 You have no right to:

- Demand specific content
- Request retention of old versions
- Receive compensation for content changes
- Refund due to updates or modifications

8.5 Older versions of materials may or may not remain available at our discretion.

9. ERRORS AND INACCURACIES

9.1 Despite our best efforts, content may contain:

- Typographical errors
- Inaccuracies
- Outdated information
- Technical mistakes

9.2 We are not liable for decisions made based on potential errors in the content.

9.3 We appreciate notification of errors via info@markmcdonnell.nl so we can correct them.

9.4 Reporting errors does not entitle you to compensation or refund.

10. MEDICAL & PROFESSIONAL DISCLAIMER - PLEASE READ CAREFULLY

 THIS IS NOT MEDICAL TREATMENT OR PROFESSIONAL ADVICE

10.1 EDUCATIONAL PURPOSE ONLY:

All Products are designed for educational and self-exploration purposes only. They are NOT:

- Medical advice, diagnosis, or treatment

- Psychotherapy or psychological treatment
- A substitute for professional healthcare
- A cure or treatment for any medical condition
- Professional counseling or therapy
- Suitable for everyone

10.2 NOT A HEALTHCARE PROVIDER:

Mark McDonnell is not a licensed physician, psychologist, psychiatrist, or mental health professional. Information provided is based on personal study, experience, and research, not medical or psychological training.

10.3 ALWAYS CONSULT PROFESSIONALS:

You should ALWAYS consult qualified healthcare providers for:

- Medical conditions or symptoms
- Mental health concerns
- Diagnosis and treatment
- Before making health-related decisions
- Before stopping or changing medication
- If you have a history of trauma or mental illness

10.4 NO GUARANTEES:

We make NO guarantees, promises, or warranties about:

- Specific health outcomes
- Symptom relief or cure
- Effectiveness for your situation
- Results of any kind
- Life changes or improvements

10.5 INDIVIDUAL RESULTS VARY:

Every person is unique. What helps one person may not help

another. Testimonials and success stories do not guarantee your results. Results are not guaranteed or typical.

10.6 WHEN NOT TO USE THESE PRODUCTS:

Do NOT use our Products as a substitute for professional care if:

- You have serious mental health conditions (PTSD, severe depression, psychosis, dissociation, etc.)
- You are in crisis or having suicidal thoughts
- You have serious medical conditions requiring treatment
- You have a history of severe trauma
- Your symptoms are worsening or severe

SEEK IMMEDIATE HELP if you experience:

- Suicidal thoughts: Call emergency services or crisis hotline
- Severe psychological distress
- Medical emergency symptoms
- Worsening of existing conditions

10.7 POTENTIAL RISKS:

Products involving self-exploration may bring up:

- Difficult emotions
- Uncomfortable memories
- Psychological distress
- Physical sensations

You engage with this material entirely at your own risk.

10.8 YOUR RESPONSIBILITY:

- You are responsible for your own wellbeing
- You must use your own judgment about what is appropriate
- You should work with a qualified professional if needed

- You should stop if the material feels overwhelming
- You acknowledge the limitations of our Products

10.9 RECOMMENDATION:

We strongly recommend using our Products alongside (not instead of) professional support, especially if you have significant health or mental health concerns.

10.10 NO PROFESSIONAL RELATIONSHIP:

Purchasing and using our Products does not create a therapist-client, doctor-patient, or any professional relationship. Our Products are self-study educational materials.

11. LIMITATION OF LIABILITY

11.1 MAXIMUM LIABILITY:

Our total liability to you for any Product is limited to the amount you paid for that specific Product. This is the maximum you can recover from us under any circumstances.

11.2 NO LIABILITY FOR:

We are NOT liable for any:

- Indirect, incidental, or consequential damages
- Lost profits, revenue, or business opportunities
- Loss of data or information
- Emotional, psychological, or mental distress
- Physical injury or health consequences
- Decisions made based on the content
- Actions taken (or not taken) based on Products

- Results of using (or not using) Products
- Missed opportunities or life changes

11.3 NO LIABILITY FOR THIRD PARTIES:

We are not responsible for:

- Payment processor issues
- Hosting platform failures
- Internet service disruptions
- Device or browser compatibility
- Email delivery problems
- Third-party services we may link to
- Third-party content or recommendations

11.4 USE AT YOUR OWN RISK:

You acknowledge that you use all Products entirely at your own risk.

11.5 INDEMNIFICATION:

You agree to indemnify and hold us harmless from any claims, losses, or damages arising from:

- Your use of Products
- Your violation of these terms
- Your violation of any law or regulation
- Any decisions or actions you take based on the content

11.6 EXCEPTIONS:

This limitation does not apply to liability that cannot be excluded by law (such as fraud, gross negligence, or intentional harm).

12. PRIVACY AND DATA PROTECTION

12.1 PRIVACY POLICY:

Your use of our Products is also governed by our Privacy Policy,
available at: www.markmcdonnelltherapy.com/privacy-policy

12.2 GDPR COMPLIANCE:

We comply with the EU General Data Protection Regulation (GDPR)
and respect your privacy rights.

12.3 DATA WE COLLECT:

- Name and email address
- Payment information (processed by third-party, not stored by us)
- Access and usage data (login times, pages viewed, etc.)
- Communications with our support team
- Information you provide in forms or exercises (stored securely)

12.4 HOW WE USE YOUR DATA:

- To provide access to Products
- To communicate about your account
- To provide customer support
- To improve Products
- To comply with legal obligations

12.5 YOUR RIGHTS:

You have the right to:

- Access your personal data
- Correct inaccurate data
- Request deletion (subject to legal retention requirements)
- Object to processing

- Data portability
- Withdraw consent

12.6 MARKETING:

We will NOT add you to marketing lists without separate, explicit consent.

12.7 For complete privacy information, see our Privacy Policy on the website.

13. FEEDBACK AND IMPROVEMENTS

13.1 We welcome your feedback about our Products.

13.2 By providing feedback, suggestions, or ideas, you grant us:

- Unlimited, perpetual, worldwide rights to use the feedback
- The right to implement suggestions without compensation
- The right to modify and incorporate ideas into Products

13.3 We are not obligated to:

- Respond to feedback
- Implement suggestions
- Provide credit or compensation

13.4 Feedback should be sent to: info@markmcdonnell.nl

14. ACCEPTABLE USE POLICY

14.1 You agree to use all Products in a lawful and respectful manner.

14.2 PROHIBITED CONDUCT:

- Attempting to hack, disrupt, or damage the platform
- Using Products for illegal purposes
- Harassing other users or staff
- Attempting to circumvent access controls
- Creating false accounts
- Posting spam or malicious content
- Violating intellectual property rights
- Misrepresenting your identity
- Using automated systems to access the platform

14.3 CONSEQUENCES:

Violation may result in immediate termination without refund and potential legal action.

15. TERMINATION

15.1 WE MAY TERMINATE YOUR ACCESS if you:

- Violate these Terms & Conditions
- Engage in prohibited conduct
- Commit fraud or provide false information
- Abuse the platform or content
- Share your access credentials
- Fail to pay (if on payment plan)
- Engage in copyright infringement

15.2 TERMINATION PROCESS:

- We may terminate immediately without warning
- We will notify you via email
- All access will be revoked
- No refund will be provided for violations

15.3 YOUR OBLIGATIONS AFTER TERMINATION:

- Delete all downloaded materials (except those marked for retention)
- Cease all use of the content
- Respect intellectual property rights

15.4 YOU MAY CANCEL by simply not renewing after your Access Period.

15.5 PRODUCT DISCONTINUATION:

We reserve the right to discontinue any Product with 30 days notice. If a Product is discontinued:

- You will receive notice via email
- You may download available materials during notice period
- Refunds are not provided for discontinuation
- You retain rights to any materials marked for retention

16. FORCE MAJEURE

16.1 We are not liable for failure to perform due to circumstances beyond our reasonable control, including:

- Natural disasters (earthquakes, floods, storms, etc.)
- War, terrorism, civil unrest
- Pandemics or epidemics

- Government actions or regulations
- Strikes or labor disputes
- Power outages or telecommunications failures
- Internet infrastructure disruptions
- Cyber attacks
- Supplier or hosting provider failures

16.2 During force majeure events, we may:

- Suspend performance of obligations
- Extend deadlines
- Terminate the agreement without liability

17. DISPUTE RESOLUTION

17.1 INFORMAL RESOLUTION:

Before taking any legal action, please contact us at
info@markmcdonnell.nl to attempt resolution.

17.2 We will make reasonable efforts to resolve disputes amicably.

17.3 GOVERNING LAW:

These Terms are governed by the laws of the Netherlands.

17.4 JURISDICTION:

- EU customers: Disputes will be handled per EU consumer protection regulations, which may give you the right to bring action in your home country
- Non-EU customers: Exclusive jurisdiction is in the Netherlands
- We both agree to submit to these jurisdictions

17.5 CONSUMER RIGHTS:

Nothing in these terms affects your statutory consumer rights under applicable law.

17.6 ALTERNATIVE DISPUTE RESOLUTION (EU):

EU customers may use the European Commission's Online Dispute Resolution platform: <https://ec.europa.eu/consumers/odr>

18. GENERAL PROVISIONS

18.1 ENTIRE AGREEMENT:

These Terms, together with our Privacy Policy and Refund Policy, constitute the entire agreement between you and us.

18.2 SEVERABILITY:

If any provision is found invalid or unenforceable, the remaining provisions remain in full effect.

18.3 NO WAIVER:

Our failure to enforce any right or provision does not constitute a waiver of that right.

18.4 ASSIGNMENT:

- You may not assign or transfer your rights
- We may assign our rights to a successor or purchaser of our business

18.5 AMENDMENTS:

We may update these Terms at any time. Changes will be posted on the website with a new "Last Updated" date. Continued use after changes constitutes acceptance. Material changes will be communicated via email where possible.

18.6 NOTICES:

- To you: Via email to the address you provided
- To us: Via email to info@markmcdonnell.nl

18.7 LANGUAGE:

These Terms are written in English. Any translation is for convenience only. In case of conflict, the English version prevails.

18.8 HEADINGS:

Section headings are for convenience only and do not affect interpretation.

19. CUSTOMER SUPPORT

19.1 For questions or support:

Email: info@markmcdonnell.nl

We aim to respond within 48 hours (business days)

19.2 Support is provided for:

- Technical access issues
- Billing questions
- General Product questions
- Refund requests

19.3 Support is NOT provided for:

- Personal health advice
 - Medical questions
 - Extensive coaching or consultation
 - Issues caused by your equipment or internet
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20. ACKNOWLEDGMENT AND ACCEPTANCE

By completing your purchase of any Product, you acknowledge that:

- ✓ You have read these Terms & Conditions in full
 - ✓ You understand and agree to all terms
 - ✓ You understand Products are NOT medical treatment
 - ✓ You agree to use Products at your own risk
 - ✓ You are at least 18 years old
 - ✓ You have authority to enter this agreement
 - ✓ You understand the refund policy
 - ✓ You agree to the limitations of liability
 - ✓ You will respect intellectual property rights
 - ✓ You accept these terms are governed by Dutch law
 - ✓ You understand Products are for educational purposes only
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CONTACT INFORMATION

Mark McDonnell

Applied Biomagnetic Therapy

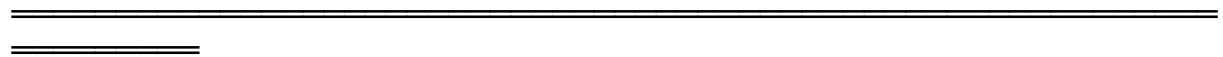
Tuinstraat 69
5121 KB Rijen
The Netherlands

Chamber of Commerce (KVK): [YOUR KVK NUMBER]

VAT Number: [YOUR VAT NUMBER IF APPLICABLE]

Email: info@markmcdonnell.nl

Website: www.markmcdonnelltherapy.com



RELATED DOCUMENTS

Complete Refund Policy: www.markmcdonnelltherapy.com/refund-policy

Privacy Policy: www.markmcdonnelltherapy.com/privacy-policy



APPLICABLE PRODUCTS

These Terms & Conditions apply to all online programs and digital products offered by Mark McDonnell, including but not limited to:

- Body Symptom Decoder
- All online courses and programs
- Digital guides and workbooks
- Video and audio content
- Membership sites
- Any other digital products or services

Specific product details (pricing, access period, bonuses) are stated on individual product pages and supplement these general terms.

Last Updated: DATE: 1-Dec-2025

Version: 2.0
