

Terms of Service: Zenshin Kaishi

VERSION 1.4 · 23 OCTOBER 2026

In plain words

- These are the rules for buying and using Zenshin Kaishi.
- Part 2 is for a person who buys a scan for themselves.
- Part 3 is for an organization that buys a scan for its people.
- A person pays €29 and asks us to start straight away.
- Until their report is delivered, they can change their mind and get the full €29 back.
- An organization pays per person it invites, before VAT.
- An organization's scan bought online opens once it is paid for. A quoted scan can open before payment.
- The organization must not use a report against any one person.
- Our liability is capped at the price paid for the scan concerned.

For an Organization, the Data Processing Agreement

(<https://zenshinkaishi.com/legal/processing-agreement>) forms part of these terms.

For an Organization's scan, Zenshin Kaishi processes personal data on the Organization's behalf.

0. Structure, and why it is split

Zenshin Kaishi sells two different things to two kinds of buyer. One set of terms cannot serve both.

- **A person** buys a scan and a report about themselves. If that person is a consumer, this is a distance contract under Dutch consumer law. That brings information duties, a statutory right of withdrawal, and hard limits on what a trader may exclude.
- **An Organization** buys a scan for its people. That is a business-to-business contract. It carries obligations the Organization owes its own employees, and the Data Processing Agreement forms part of it.

Part 2 is the consumer contract. Part 3 is the business contract. Parts 1 and 4 apply to both.

Part 1: Common

1. Who we are

1.1 Zenshin Kaishi is a product of **Plakboom B.V.**, registered in the Netherlands with the Chamber of Commerce (KVK) under number **34130965**. Its registered seat is in Heemstede.

1.2 Address: Lanckhorstlaan 115, 2101 BC Heemstede, the Netherlands.

1.3 Telephone: +31 6 33 04 57 26.

1.4 Email: individualscansupport@zenshinkaishi.com. The address, telephone number and email address are on the consumer information page and in the purchase confirmation email.

1.5 VAT number: NL808917444B01, also given on every quote and every invoice.

1.6 Personal data: privacy@zenshinkaishi.com, and the privacy notice at <https://zenshinkaishi.com/who-sees-what/notice>.

2. What the service is

2.1 Zenshin Kaishi measures innovation culture. A person answers a set of questions, and the answers are scored. Where enough people in comparable roles have answered, patterns across roles are detected and reported.

2.2 **What it is not.** The scan is not a test of a person. It is not a performance assessment, a psychological or medical instrument, or a selection tool. A report is not professional advice of any kind, whether legal, HR, medical or financial. No decision about an individual should be based on it.

2.3 Zenshin Kaishi may change the questions, the scoring and the patterns as the method develops. A change does not alter a report already issued.

3. Accounts

3.1 A scan can be started without an account. Seeing a full result requires one.

3.2 Signing in uses a one-time code sent to an email address. Whoever controls the inbox controls the account. The address must therefore be one the account holder controls and does not share.

3.3 An account is personal. Answers given under it are treated as that person's own.

3.4 A person invited by an Organization uses the service under Parts 1 and 4 of these terms and the privacy notice. They are not a party to the Organization's contract in Part 3, and they pay nothing.

Part 2: A person buying their own scan

Applies where the buyer is an individual acting for purposes outside their trade, business, craft or profession. Where an individual buys in a professional capacity, clause 16.3(d) does not apply. The withdrawal right in clause 5 is a consumer right only.

4. The contract, the price and delivery

4.1 The first part of a scan is free. It creates no obligation to pay.

4.2 Completing the scan and receiving the full report costs **€29, including VAT**. The price shown at checkout is the price, including VAT and any transaction cost.

4.3 Payment is taken by Stripe. Zenshin Kaishi does not receive or store card details. The payment page shows the name Zenshin Kaishi. On a card statement, the payment shows the seller's descriptor followed by "ZENSHIN".

4.4 The contract is concluded when payment is confirmed. Access to the rest of the scan and to the report starts at once.

4.5 Refund when your answers join your Organization's scan. If your Organization invites you to its scan, you may bring your answers with you. Depending on your role, many, a few or none of them carry across. When you submit your answers to the Organization, we refund the €29 to the payment method you used. This happens automatically, and once, whatever the number that carried. If the refund fails, we try again until it is returned. We email you when it is done or delayed.

5. Right of withdrawal, and when it ends

5.1 A consumer who concludes a distance contract may withdraw from it within **14 days**, without giving a reason. The scan and its report are a service. The period runs from the day the contract is concluded.

5.2 Before payment, the buyer ticks one box. It sits on Zenshin Kaishi's own page, directly above the button that goes to payment, and it is never ticked in advance. It reads: "I ask Zenshin Kaishi to start my scan and report straight away. I understand that I lose my right of withdrawal once my report has been delivered." Payment cannot start until it is ticked.

5.3 Zenshin Kaishi records when the box was ticked and which wording it carried. The purchase confirmation email repeats the sentence the buyer ticked.

5.4 The right ends when the report has been delivered. Until then, the consumer may withdraw.

5.5 A full refund before delivery. A consumer who withdraws before their report is delivered gets the full €29 back. Nothing is charged for the questions already answered, in part or in proportion. The refund goes to the payment method used, within 14 days of telling Zenshin Kaishi.

5.6 How to withdraw. Use the withdrawal function at <https://zenshinkaishi.com/consumer-information>, labelled "Withdraw from contract here". The purchase confirmation email and the buyer's account link to it while the right lasts. Give your name, your email address and the date of purchase, and press "Confirm withdrawal". Zenshin Kaishi then emails you an acknowledgement of receipt, with what you sent and the date and time you sent it. A withdrawal counts from the moment you send it. You may also use the model form in Annex A, or send any other clear statement to the email address in clause 1.4.

6. What the buyer gets

6.1 The rest of the scan, and a report about the person who answered, available in their account.

6.2 The report stays available while the account is in use. After 24 months without activity on the account, Zenshin Kaishi writes to the account holder. Signing in within 30 days keeps the account. Otherwise the account closes on the date in the letter, and the report closes with it. The privacy notice says what is deleted and what is kept.

6.3 Nothing about an individual's answers is shown to anyone else, unless that person separately agreed to it on the record.

7. Complaints

7.1 Complaints go to the email address in clause 1.4. Zenshin Kaishi replies within two working days, and gives a full answer within 14 days.

7.2 If we cannot resolve your complaint together, we will tell you which dispute body is relevant and whether we take part.

7.3 A consumer may also bring a dispute before the competent Dutch court.

Part 3: An Organization buying a scan

8. What is bought, and the price

8.1 The price is per person invited, not per person who answers. Following up with people who have not answered is the Organization's job. A low response does not lower the price. Nothing is credited or refunded for people who did not answer.

8.2 Each block of people has its own price per person. The price for a given number of people is the sum across the blocks:

People invited	Price per person, excluding VAT
1 to 20	€125
21 to 50	€100
51 to 150	€75
151 to 400	€40
more than 400	by quote

For example: 20 people cost €2.500, 50 cost €5.500 and 150 cost €13.000, each excluding VAT. Adding a person never makes the total lower. An invoice states the price per invitation.

8.3 The smallest scan is 4 people, for €500 excluding VAT. A team scan is an Organization's scan of one team, led by the person who buys it. These terms apply to it in the same way.

8.4 Partners and customers the Organization invites count at the same prices, and use places in the same way (clause 8.10).

8.5 All prices for Organizations exclude VAT. VAT is added at the applicable rate. It is reverse-charged where the Organization gives a valid VAT number from another EU member state.

8.6 A second round within 18 months costs 20% less per person. The discount applies when the same Organization buys a round of the same kind within 18 months of the end of its previous round, or while that round is still open. A team scan follows a team scan, and an organization scan follows an organization scan. The discount applies to the price per person only, not to help under clause 8.8. The Organization does not have to ask for it. Online checkout applies it automatically. On an invoice, Zenshin Kaishi applies it when it makes the invoice.

8.7 Any other discount applies only if agreed in writing before purchase.

8.8 Help from Zenshin Kaishi is not included. That help is setting up the scan, support while it runs, reading the results together, and a workshop for leaders. It is quoted separately and priced at full rate.

8.9 A scan includes: sending the invitations, the questions served to each group, the Organization's report, and the privacy protections in clause 10.

8.10 The places bought. The number of people bought is the scan's number of places.

(a) Invitations stop at the places bought. Once every place is used, a new address cannot be invited.

(b) Every address invited to the scan uses a place, whether its invitation was accepted, is still open or was declined. A withdrawn invitation gives its place back, unless the person had already accepted it.

(c) Inviting the same person again uses no second place.

(d) A mistyped address uses a place until its invitation is withdrawn.

(e) To invite more people, the Organization buys more places (a top-up). A top-up continues the price blocks in clause 8.2 from where the places already bought end. For example, an Organization that bought 20 places and adds 5 pays $5 \times \text{€}100$. That is the same total as buying 25 places at once.

9. What the Organization is responsible for

9.1 A lawful basis. The Organization warrants that it has a lawful basis for inviting the people it invites and for having their answers processed. It also warrants that it has given them the information Articles 13 and 14 GDPR require of it, beyond what Zenshin Kaishi's own privacy notice gives.

9.2 Employee representation. An Organization may have a works council or an equivalent body with rights over employee surveys. For a Dutch works council, that is usually consent under Article 27 of the Wet op de ondernemingsraden. The

Organization decides whether its works council must be consulted or must consent, and it is responsible for doing so. Before a scan can open, the Organization answers with one of three statements:

- "We consulted our works council about this scan, or got its consent."
- "We have no works council."
- "Not yet."

A scan cannot open while "Not yet." is the answer on record. Zenshin Kaishi records the answer chosen, with its date. It does not verify the answer, and it does not advise on whether the right applies.

9.3 The invitation list. The Organization is responsible for who is on it, and for typing each address correctly (clause 8.10(d)).

9.4 Its own settings. The choices in clause 10.3 are the Organization's own. It makes them against disclosures shown at the moment of choosing. The people affected are shown the same disclosures.

9.5 No use against an individual. The Organization agrees not to use anything in a report, or anything inferred from it, to identify, evaluate, discipline or select an individual. The same applies to the participation information in clause 10.5. That information may not be used to pressure anyone to answer. Zenshin Kaishi does not monitor this.

9.6 Indemnity. The Organization covers Zenshin Kaishi against claims and reasonable costs that arise because the Organization:

- (a) invited people unlawfully;
- (b) had no lawful basis for the processing it instructed; or
- (c) did not consult its works council, or get its consent, where that was required.

10. What Zenshin Kaishi does, and what the Organization can see

10.1 The Organization receives group results and detected patterns. It does not receive individual answers, except in the ways listed in clause 10.4. The person concerned is told about each of them, or chooses it.

10.2 The minimum protects employees. An employee group's result is shown only when at least five people in that group have answered, unless clause 10.3(a) applies. Written answers follow the same minimum. An employee group below its minimum still counts in the organization's score (clause 10.6), but its own result is not shown.

10.3 The Organization may choose two settings. The Data Processing Agreement (clause 5.4) describes each in full.

(a) **A lower minimum of three**, for employee results, and only in a scan of up to 20 people, where it applies by default. The size of a scan is the largest of the number of participants it states, the places bought and the people invited. A scan that grows past 20 people takes the minimum back to five. Each employee affected must acknowledge the lower minimum before they can answer.

(b) **Leader naming**. Each senior leader decides for themselves whether their written answers may be quoted. Quotes appear under the leaders' role, not under the leader's name. A scan with leaders but no managers can only open with this switched on.

10.4 Four things are not the Organization's settings (Data Processing Agreement, clause 5.5):

(a) **Management and leadership results** are shown from a single respondent, because they are professional claims from a small group. The people answering are told so before they start.

(b) **Partner and customer results** are shown at any group size, as two separate groups. Partners and customers are invited by name, and the minimum in clause 10.2 does not apply to them. Their answers are not part of the organization's culture score.

(c) **Unattributed remarks**. Employees may choose to answer optional written questions. The Organization reads these word for word, without names, once the minimum is met.

(d) **Interview mode**. Only a leader can switch it on, for their own scan. Someone who runs the scan then types the leader's answers and takes notes while the scan is open.

10.5 **Participation**. The Organization's owners and admins see the address and the role of each person invited. They do not see any one person's status. The Organization sees status only as counts per group: for invitations, how many were accepted, are pending, were declined or were withdrawn; and how many people joined, started and completed. For an employee group, a count below the group's minimum is shown as "fewer than" that minimum, and so is any total that includes it. Following up (clause 8.1) uses these counts, subject to clause 9.5.

10.6 **The organization's score** counts each leader, manager and employee once. An employee group below its minimum counts too, but its own result is not shown.

11. Data protection and confidentiality

11.1 For personal data processed in the Organization's scan, the Organization is the controller and Zenshin Kaishi is the processor. The **Data Processing Agreement** (<https://zenshinkaishi.com/legal/processing-agreement>) applies and forms part of this contract. Where it and these terms differ on personal data, the Data Processing Agreement prevails. For its own purposes, such as accounts and billing, Zenshin Kaishi is the controller. Part B of the Data Processing Agreement sets out which is which.

11.2 Retention, deletion, audit, sub-processors and breach notification are governed by that agreement.

11.3 **Benchmarking.** Taking part in benchmarking is the Organization's choice, made before its round opens. No benchmark exists yet. If one is built, it would compare combined results across organizations of similar size, industry or country, with no individual answers and no organization names. Declining does not change the Organization's own report.

11.4 **Confidentiality.** Each Party keeps confidential what it learns about the other's business through this contract, and uses it only for this contract. This does not cover what is public, what the Party already knew, or what the law requires it to disclose.

12. Payment and term

12.1 **How an Organization pays.** An Organization pays online through Stripe, at the prices in clause 8, or on invoice after a quote. A top-up (clause 8.10(e)) can be paid online.

12.2 **When a scan opens.** A scan bought online opens only after payment: it is set up once Stripe confirms the payment, and no invitation can be sent before then. A scan bought on a quote can open before it is paid: it opens once Zenshin Kaishi has recorded the Organization's invoice against it, which Zenshin Kaishi does when it sends the invoice. An invoice is payable within 30 days of its date, unless the quote states another term. A top-up follows the same rule: paid online, its places are added once the payment is confirmed; on a quote, they are added when its invoice is recorded.

12.3 **A round.** A round runs from opening to closing. It stays open until the Organization closes it, or until the closing date it set has passed. A closing date can be at most three months after opening. A round closes by itself three months after it opens. Anyone part-way through can still finish after it closes. An invitation link works until its round closes. A person who has not finished gets one reminder, five days after their invitation, while the round is open. An address already part of the scan cannot be

invited again while its invitation stands. A round paid for and not yet opened can open for 12 months after purchase. After that, it can no longer open.

12.4 Refunds. Nothing is refunded or credited for people who were invited and did not answer (clause 8.1), for a round closed early, or for a round paid for and never opened. Unused places are refunded only as clauses 15.2 and 17.2 and clause 6.2 of the Data Processing Agreement describe.

12.5 Either Party may terminate for a material breach not remedied within 30 days. The Data Processing Agreement's deletion terms then apply.

Part 4: Common

13. Acceptable use

13.1 The service may not be used to try to identify an individual respondent, to get around the reporting minimums, to probe or attack the service, to resell access, or for any unlawful purpose.

13.2 Automated collection of the questions, the patterns or the report content is not permitted.

14. Intellectual property

14.1 The questions, the question bank, the pattern registry, the scoring, the software and the site belong to Zenshin Kaishi. Nothing in these terms transfers them.

14.2 The recipient of a report, whether a person or an Organization, may use it freely within their own organization: read it, quote it, act on it. An Organization may also share its report with advisers who work for it, for that work only. No recipient may publish a report, resell it or supply it to a third party as a product.

14.3 Answers kept after an account closes, no longer linked to the person, may be used to improve the method and for benchmarks, as described in the privacy notice and the Data Processing Agreement. Answers from an Organization's round go into benchmarks only where it agreed under clause 11.3.

15. Availability

15.1 Zenshin Kaishi makes reasonable efforts to keep the service available. No service level applies unless agreed in writing.

15.2 If an Organization's paid scan cannot run, Zenshin Kaishi refunds the unused places.

15.3 Maintenance, changes and temporary unavailability are not a breach of these terms.

16. Liability

16.1 Zenshin Kaishi's liability arising from the service, these terms or a report is capped at the price paid for the scan concerned. For a person's own scan, that is €29.

16.2 Zenshin Kaishi is not liable for indirect loss, such as lost profit.

16.3 Clauses 16.1 and 16.2 do not apply to:

(a) damage caused by intent or conscious recklessness (*opzet of bewuste roekeloosheid*). The law would not allow a cap there anyway;

(b) death or personal injury;

(c) liability to a data subject under Article 82 GDPR; and

(d) **against a consumer**, any liability Dutch law does not allow to be limited.

17. Changes to these terms

17.1 These terms may change. A person's own scan, once bought, is never changed afterwards: the terms in force when it was bought govern it.

17.2 For an Organization, Zenshin Kaishi sends notice of a change by email at least 30 days before it takes effect. The Organization may end the contract within 30 days of that email. Zenshin Kaishi then refunds the unused part of what the Organization paid.

18. Law and forum

18.1 Dutch law applies.

18.2 Disputes go to the competent court in Haarlem (Rechtbank Noord-Holland), the Netherlands. A consumer keeps any right they have to bring a claim before the court of their own place of residence.

Annex A: Model withdrawal form

*Complete and return this form only if you wish to withdraw from the contract.
(Statutory model, Annex I(B) to Directive 2011/83/EU.)*

To: Plakboom B.V. (Zenshin Kaishi), Lanckhorstlaan 115, 2101 BC Heemstede, the Netherlands, individualscansupport@zenshinkaishi.com

I hereby give notice that I withdraw from my contract for the provision of the following service: the Zenshin Kaishi individual scan and report.

Ordered on: _____

Name of consumer: _____

Address of consumer: _____

Signature of consumer (only if this form is notified on paper): _____

Date: _____