

Coaching, webinar/seminar and course terms and conditions for on- and offline, B2B

§ 1 Scope of application

(1) The following General Terms and Conditions apply to all legal relationships between the Provider and the Participant for participation in coaching, online or face-to-face courses, webinars or seminars (hereinafter referred to as Services).

(2) Coaching within the meaning of this contract concerns individual coaching sessions between the Provider and a specified number of participants, in which decisions and problem solutions of the participants are accompanied. Courses within the meaning of this contract are prefabricated teaching sequences for several participants, which can be offered on- or offline. Webinars are individual lessons offered online on a specific topic; they can be part of a course, but can also stand alone. Seminars are individual lessons offered offline on a specific topic; they can be part of a course, but can also stand alone.

(3) Only companies or self-employed entrepreneurs or persons who book the course for the start of their self-employment within the meaning of § 14 BGB (German Civil Code) can book the services, but not consumers within the meaning of § 13 BGB.

(4) Participants in the sense of this contract are - depending on the context of the regulation - the respective booking company as well as the actual participants (which may be identical with the booking company in the case of sole proprietorships), but also the participants sent by the company (in the case of corporations or companies with employees).

(5) No verbal agreements have been made. All future amendments to the contract shall be recorded in text form; this shall also apply to the cancellation of this text form clause.

§ 2 Conclusion of contract

- (1) The contract is concluded by personal conclusion, by means of remote communication or on the provider's website.
- (2) The Provider is entitled to withdraw from the contract if there is an important reason for refusing participation in the person of the participating company or its management or the course participant.
- (3) Notwithstanding § 312 g para. 1 nos. 1 to 3 BGB, the participant is not entitled to the provision of technical means to correct his/her order, separate information on the technical steps to conclude the contract, information on the storage of the contract, the available languages and codes of conduct as well as an immediate confirmation of his/her order.

§ 3 Payment/Delay

- (1) Unless otherwise agreed, all prices include value added tax. Not included are travel, catering or, in the case of online content, any connection costs incurred by the participant.
- (2) In addition, the Participant is obligated to reimburse the Provider for the actual expenses and outlays incurred for the coaching services (in particular travel costs).
- (3) All prices to entrepreneurs are net prices plus the applicable statutory value-added tax, unless otherwise agreed.
- (4) The contractual remuneration shall only apply to the extent that contractual services are listed enumeratively in the offer of the Provider. Additional consultations or coachings are to be remunerated according to the contractual rates in accordance with the offer, or alternatively according to the locally customary, appropriate remuneration.
- (5) If fees are incurred for a return debit note by the Participant, the Participant shall bear these fees insofar as the Participant was responsible for the return debit note, i.e. it was not justified.
- (6) The Provider shall be entitled to verify the payment of the remuneration by the Participant prior to the performance of the services and, if necessary, to obtain proof of successful payment to the Provider. If the Participant fails to provide such proof, the Provider may demand payment in cash from the Participant at the venue (any double payment will be reimbursed as a matter of course) or, in the event of non-payment, refuse to allow the Participant to participate in the services.

§ 4 Content and location of services

- (1) The services of the Provider result in detail from the offer of the Provider.
- (2) Coaching includes suggestions and motivations for the participant's insights, behavior or experience. To this end, the Provider shall provide impulses and reflect together with the Participant on the processes thus triggered in the Participant. Coaching is not a concrete consultation or even the guidance of the participant in certain decisions. Coaching is therefore dependent on active and open participation and reflection on the part of the participant.
- (3) Coaching takes place in the agreed form, e.g. online, by telephone or offline in a practice or other location.
- (4) The illustration and description of the service and the place of performance on the Provider's Internet are for illustration purposes only and are only approximate. A guarantee for complete compliance is not assumed.
- (5) The Provider is entitled to make adjustments to the content or the course of the service for technical reasons, for example if there is a need for updating or further development of the content, provided that this does not result in any significant change to the content and the change is reasonable for the Participant.
- (6) For courses, webinars or seminars, the Provider is entitled to replace the announced speaker with an equally qualified speaker if this should be necessary due to the speaker's inability to attend or for health or other reasons.
- (7) The Provider is entitled to change the place and time of the announced service, provided that the change is communicated to the Participant in a timely manner and is reasonable for the Participant.

§ 5 Procedure of offline events or coaching sessions / exclusion of the participant

- (1) The Provider has the domiciliary rights in the service premises. The participant must follow the instructions of the provider or its employees.
 - (2) Unless otherwise announced, participants are not permitted to bring or consume their own food and beverages in the event rooms.
 - (3) The participant may not use technical equipment in such a way that other participants or the speaker are disturbed.
 - (4) The house rules of the event premises and any other regulations issued by the Provider
-

shall apply in addition.

(5) The Provider may exclude the Participant from further participation in the Event if the Participant culpably violates the obligations under this paragraph. In the case of gross violations, this can also be done without prior warning.

(6) If the participant is excluded by the Provider, the participant is obligated to compensate the Provider for any damages incurred as a result. In particular, the participant has no claim to full or partial reimbursement of the services already paid by him.

§ 6 Duties of the Participant

(1) The participant may only use the services personally and may not make them accessible to third parties, unless otherwise specified.

(2) The participant may not duplicate contents of the service and store them outside the service of the provider.

(3) In the case of online content, the Participant shall receive the access data for the service from the Provider or select such data himself. The purpose of the access data is to exclude the use of the service by unauthorized persons. If the participant selects or changes his/her own access data, he/she must ensure that the password is sufficiently secure. Short and easily guessable passwords must not be used. The participant must protect these access data from unauthorized access by third parties and change them at regular intervals for security reasons. Digitally, the participant may only store user names and passwords in securely encrypted form.

(4) If the access data is entered incorrectly several times, access may be blocked to protect the subscriber. If the participant is responsible for this blocking, he shall be liable for the costs and expenses incurred by the Provider as a result of the activation in accordance with the local and reasonable costs.

(5) The Participant is obligated to notify the Provider immediately if the Participant becomes aware that third parties have access to his access data or have otherwise gained access to his service. If the Participant does not notify the Provider immediately, the Participant shall be obligated to compensate the Provider for any resulting damage.

(6) The coaching is based on the preparatory discussions. It is based on cooperation and mutual trust. The participant is not obliged to accept the coaching or to implement the recommendations given. The participant is fully responsible for his/her own physical and mental health during the coaching. The participant acknowledges that all steps and measures

taken by him/her during the coaching are his/her own responsibility.

§ 7 Availability of content

(1) In the case of online content, the service is used on the Internet and can only be used in full if the subscriber has a sufficiently fast Internet connection. It is the responsibility of the subscriber to ensure this.

(2) The Provider strives for the greatest possible availability of the online content. However, constant availability cannot be guaranteed and also depends on the functioning of the Internet infrastructure, over which the Provider has no influence.

(3) The Provider is entitled to temporarily restrict or completely block the use of the online content, in particular for maintenance, care and improvement as well as for other reasons necessary for the Provider's operations. In doing so, the Provider shall take into account the average interests of the subscribers as far as possible (e.g. when determining maintenance times). In the event of urgent disruptions, the Provider shall also be entitled to rectify faults during normal business hours.

(4) The Provider shall not be liable for force majeure or operational disruptions occurring at the Provider or the Provider's subcontractors, e.g. due to riots, strikes, pandemics, epidemics, lockouts, which temporarily prevent the Provider from providing the services through no fault of its own. Furthermore, the Provider shall not be liable for data loss or unavailability that could have been easily prevented by the Participant taking appropriate precautions in accordance with the rules of technology and his own precautions.

(5) If the Provider is unable to provide the service due to force majeure, the Provider's obligation to provide the service shall be suspended for as long as the impediment to performance persists.

(6) If the impediment to performance lasts for more than one week, the Participant shall have the right to terminate the contract without notice if performance of the contract is no longer of interest to the Participant as a result of the impediment.

§ 8 Cancellation of the service

(1) The Provider is entitled to cancel the performance of the service if it or a third party service provider engaged by the Provider, such as in particular the speaker or the event location, is prevented, e.g. by riot, strike, lockout, natural disaster, pandemic, epidemic, severe weather, traffic obstruction or illness, which prevents the Provider from holding the

service on the agreed date through no fault of its own.

(2) The Provider is obliged to inform the Participant of any cancellation as soon as possible.

(3) In the event of a cancellation pursuant to paragraph 1, the participant is not entitled to compensation.

(4) In the event of a cancellation, the Provider shall offer the Participant an alternative date if necessary. If no agreement can be reached on this, the Provider shall reimburse the Participant for any fees already paid.

§ 9 Prevention of the Participant

(1) If the participant withdraws from the course or refuses to participate for any other reason, the participant shall pay the coaching or course fees less any expenses saved by the Provider due to the non-participation.

(2) The participant shall receive a further refund for courses, seminars or webinars if the service was nevertheless fully booked, provided the number of members was limited, or if the participant fulfills the requirements of Paragraph 3. In this case, the Provider shall reimburse the Participant for the remuneration already paid less the costs incurred by the Participant.

(3) The participant is entitled to name a substitute participant instead. In this case, a processing fee of 15 € incl. VAT will be charged by the provider, which is to be paid by the participant before the event takes place. The Provider is not obligated to admit a substitute participant, however, its claim to remuneration shall lapse if the substitute participant was reasonable.

§ 10 Copyright and industrial property rights, recordings

(1) All service documents of the Provider are protected by copyright. This applies to the content of the Provider's website, lectures, presentations, scripts and other service documents. The participant is not entitled to copy, distribute or publicly reproduce such documents.

(2) The participant is obliged to keep all protected course contents secret and not to disclose them to third parties. The participant is prohibited from using the protected course content for purposes other than his/her own instruction. In particular, the recipient of the information is prohibited from exploiting the information for competitive purposes or other own purposes.



(3) The participant is not entitled to make picture, film or sound recordings of the service without the express permission of the provider.

(4) The participant consents to the provider making image, film and/or sound recordings of the courses, webinars or seminars with reproduction of the participant and using them for advertising purposes. The participant is entitled to revoke or restrict this consent at any time.

§ 11 Liability of the Provider

(1) Coaching is the individual development of methods, behaviors and attitudes and therefore always depends to a considerable extent on the cooperation of the participant. The provider cannot guarantee a certain success of the coaching.

(2) The statements and recommendations of the Provider only prepare the entrepreneurial or personal decision of the Participant. They can in no case replace them.

(3) In the case of coaching held online, the Provider shall only be liable for the proper feeding of the data into the Internet at its access point. It shall not be liable if the properly fed data does not reach the participant in sufficient quality. In particular, the Provider shall not be liable for the participant's reception configuration or errors at network operators.

(4) Any items brought to the premises of the Provider are at the risk of the Participant. The Provider assumes no liability for loss, destruction or other damage, unless the Provider is guilty of gross negligence or intent.

(5) The Provider shall not be liable for the contents of external links on the Provider's website, in particular not for advertising information of the Provider of premises and/or third party speakers.

§ 12 Data protection

(1) Contract data will be collected for the contract in accordance with Art. 6 Para. 1 lit. b DSGVO (e.g. name, address and e-mail address, services used if applicable and all other data transmitted electronically or for storage which are required for the performance of the contract), insofar as they are required for the establishment, content or amendment of a contract.

(2) The contract data will only be passed on to third parties insofar as it is necessary (according to Art. 6 Para. 1 lit. b DSGVO) for the fulfillment of the contract, this corresponds to the overriding interest in effective performance (according to Art. 6 Para. 1 lit. f DSGVO) or

there is consent (according to Art. 6 Para. 1 lit. a DSGVO) or other legal permission. The data will not be transferred to a country outside the EU unless the EU Commission has determined that data protection is comparable to that in the EU, consent has been given for this purpose or the standard contractual clauses have been agreed with the third party provider.

(3) Data subjects can request information about the stored personal data free of charge at any time. You may at any time request correction of incorrect data (also by way of addition) as well as restriction of their processing or also the deletion of your data. This applies in particular if the purpose of processing has expired, a required consent has been revoked and no other legal basis exists or the data processing is unlawful. The personal data will then be corrected, blocked or deleted without delay within the legal framework. There is always the right to revoke a given consent to the processing of personal data. This can be done by an informal communication, e.g. by mail. The revocation does not affect the lawfulness of the data processing carried out until then. Transfer of the contractual data in machine-readable form may be requested. If a violation of the law is feared as a result of the data processing, a complaint can be filed with the responsible supervisory authority.

(4) As a matter of principle, data shall be stored only as long as required by the purpose of the respective data processing. Further storage shall be considered above all if this is still necessary for legal prosecution or for legitimate interests or if there is a legal obligation to retain the data (e.g. tax retention periods, statute of limitations).

§ 13 Mediation

(1) In the event of disputes arising from the business relationship between the Provider and the Participant, the parties are obliged to strive for an amicable solution. If an agreement cannot be reached, they undertake to settle their differences in mediation before resorting to legal action. This shall be without prejudice to the possibility of summary proceedings by way of interim relief. No dispute within the meaning of this paragraph shall be the simple non-payment of remuneration without giving reasons.

(2) If one party requests mediation from the other party, both parties shall be obliged to agree on a mediator within eight days. If this agreement is not reached within the deadline, a lawyer mediator - primarily those mediators who offer online mediation shall be chosen - shall be appointed bindingly for the parties at the request of one of the parties by the President of the Bar Association or a representative at the registered office of the Provider.

This shall also be the place of mediation, unless the Presidium of the Bar suggests online mediation. The language of mediation shall be German, unless all parties agree on another language.

(3) Legal action (or alternatively agreed arbitration, if applicable) shall only be admissible if the mediation has failed because (a) the parties mutually declare the mediation to be terminated, (b) after the first mediation session further negotiations are refused by one party, (c) the mediator declares the mediation to have failed, or (d) an agreement is not reached within 3 months after the start of the first mediation session, unless the parties mutually extend the deadline.

(4) The costs of an unsuccessful mediation shall be borne internally in equal parts by the parties vis-à-vis the mediator. Notwithstanding this provision in relation to the mediator, the parties shall be at liberty to demand reimbursement of these costs and those of any accompanying legal advice as legal costs in any subsequent proceedings; the respective dispute resolution shall then apply. If an agreement is reached, the agreed cost regulation shall apply.

§ 14 Place of Jurisdiction/Place of Performance

(1) If the Company is a merchant, the place of jurisdiction is the Provider's place of business. However, the Provider is also entitled to sue the Participant at his place of residence or business.

(2) Unless otherwise stated in the order confirmation or the contract, the Provider's place of business shall be the place of performance.

(3) If serious reasons beyond the control of the Provider lead to an unforeseeable change in the contractual contents regulated in these GTC (i.e. in particular not in the main services), and if the interests of the User in an adjustment of the GTC outweigh the typified interests of the Contractual Partner, the GTC User shall be entitled to change these GTC, insofar as the law does not already provide for a regulation in the event of a corresponding need for adjustment.

