

Scope and applicable law

1 Scope

(1) These general terms and conditions apply to all legal transactions with consumers and businesses with

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referred to as "PYOURITY" or "we", "us" and the "the PYOURITY team" in these terms.

The legal transactions can take place in person, by mail, by messenger, by email, in the initial consultation or through the website.

(2) The language available for contract formation is mainly English and in some cases German. Translations in other languages are provided solely for your information.

(3) Only these terms and conditions apply. Any terms and conditions that are contradictory or deviate from these terms and conditions that you use will not be recognized by us unless we have explicitly agreed to them in writing or in text form.

2 Applicable law and consumer protection regulations

(1) The law of the Federal Republic of Germany applies, excluding international private law and the UN Sales Law applicable in Germany, if

- a) you order as a business,
- b) you have your usual residence in Germany, or
- c) your usual residence is in a country that is not a member of the European Union.

(2) In the event that you are a consumer as defined in § 13 of the German Civil Code (BGB) and you have your usual residence in a member state of the European Union, the applicability of German law also applies, while mandatory provisions of the state in which you have your usual residence remain unaffected.

(3) A consumer within the meaning of the following regulations is any natural person who concludes a legal transaction for purposes that can mainly not be attributed to either their commercial or independent professional activity.

Entrepreneur means any natural or legal person or a legally capable partnership that acts in the conclusion of a legal transaction in the exercise of their independent professional or commercial activity

(4) The currently valid version of these general terms and conditions applies at the time of booking.

(5) Prices at the time of booking apply.

(6) If certain discount or promotional offers are advertised, they are limited in time or quantity. There is no claim to them.

Conclusion of the contract, payment terms, duration of contracts and vouchers

3 Object of the contract

(1) The subject of the contract can be the following services:

- 1:1 coaching sessions
- group coaching sessions (live and online)
- mentorings
- workshops and trainings
- online courses
- retreats and
- products, such as e-books, workbooks and other services.

(2) All offers on the internet are non-binding and do not constitute a legally binding offer to conclude a contract.

4 Prices, payment terms, and due dates

(1) Our prices are gross prices (including german VAT).

(2) An invoice will generally be sent to you by email in the form of a PDF document. The invoice amount is due immediately upon receipt of the invoice and is to be paid within 7 days.

(3) If you purchase a product through a payment provider like DIGISTORE24, Copecart or Stripes, you can retrieve your invoice via a link sent by the respective payment provider..

(3) Access to the respective offers and products depends on receipt of previous payment. Once we have received your payment/down payment, you are entitled to our corresponding performance from that point on.

(4) Access to our products or exclusive Facebook group is only granted once the amount has been credited to our account.

(5) In some cases, we also offer installment payments. The total amount may be higher than with a full payment. We will inform you in advance of this amount.

An early termination of an installment payment agreement is possible by early repayment. You have the right to pay the full amount (including the increased installment payment amount if applicable) at any time before the agreed time.

(6) Late payments, both when purchasing and in the case of installment payments, will incur interest at the agreed rate (installment payment amount is usually higher than a one-time payment) as well as costs for appropriate reminders. In addition to statutory interest, you will be required to pay 5.00 EUR (consumer) or 40.00 EUR (flat fee for entrepreneurs) for each reminder sent by us. If our internal reminder system is unsuccessful, we may hand over the outstanding claim for collection to a lawyer. In this case, you will incur costs for the use of legal representation.

(7) If we have agreed on installment payments and you do not pay after a text message reminder and the expiration of an additional grace period, we are entitled to terminate the installment payments prematurely and the entire remaining amount will then become due immediately.

(8) Please note that installment payments are only possible through our external payment providers like Digistore24, Copecart or PayPal.

(9) You are not entitled to assert a right of retention or offset against payment claims from us unless it concerns undisputed or title-bearing counterclaims.

(10) If you fall into payment arrears or otherwise default, we are entitled to terminate the performance and withdraw from the contract, as well as claim damages.

5 Conclusion of the contract

5.1 For bookings made verbally, by telephone, in writing, by email, SMS, WhatsApp, a messenger service, through our contact form, or directly through our appointment booking tool, the following applies:

(1) Our offers and products are based on our webinars, masterclasses or the preparatory initial conversation between us and you.

In this initial conversation, you will also learn the specific content of our offers and products.

(2) The initial conversation is conducted either by one of the PYOURITY FOUNDER personally or by one of our team members.

(3) In the initial conversation, we clarify whether our offer is suitable for you and your concerns. The initial conversation does not include free advice.

(4) If you would like to register for a free initial conversation, you must first fill out an application form on our website. For the form, we use the provider Jotform.

Information on data protection by Jotform can be found at <https://www.jotform.com/privacy/>

(5) Afterwards, we review your information. If we believe it is useful to have an initial conversation together, we will send you a link to schedule a call with us on calendly.com.

Information about data protection by calendly.com can be found at <https://help.calendly.com/hc/en-us/articles/360007295834-Data-Storage-and-Privacy>.

(6) To choose an appointment, you click on your desired appointment, enter your personal data (usually your first name, last name, phone number and email address) and then click on the button "Confirm your appointment request" at the bottom.

Once you press the button, you will receive a confirmation of the appointment from us. In some cases, this email also contains additional questions that you should answer by email before our initial conversation.

(7) All information from you that we collect before the initial conversation is only used for the preparation of our initial conversation.

(8) The initial call usually takes place via ZOOM or Whatsapp Video.

Information about data protection by ZOOM can be found at: <https://explore.zoom.us/en/privacy/>

Information about data protection by Whatsapp can be found <https://www.whatsapp.com/legal/privacy-policy-eea/?lang=en>

(9) Offer: By booking/ordering during the initial consultation, you are making a binding offer to enter into a contract with us.

(10) Acceptance: The contract between us and you comes into effect upon receipt of our confirmation email by you.

(11) Occasionally, during the initial consultation, we may offer you the option to secure your spot in the coaching/consulting program by making an immediate deposit. This deposit will then be applied to the total cost of the offer. In this case, the offer to secure your spot is considered as our offer, and your payment of the deposit is considered as acceptance of the contract.

(12) Payment options available to you are either

1. bank transfer/recurring payment directly to our bank account. We will send you an invoice via email. The total invoice amount is due immediately upon placing the order. Once your payment has been received, you are entitled to the corresponding counter performance.
2. via external payment providers such as:
 - (1) DIGISTORE24, information on privacy policy can be found at <https://www.digistore24.com/en/home/extern/cms/page/frontend/legal/privacy>
 - (2) COPECART, information on privacy policy can found at: <https://www.copecart.com/en/privacy-policy>
 - (3) PAYPAL, information on privacy policy can be found at: <https://www.paypal.com/myaccount/privacy/privacyhub>

5.2 For bookings made through our website / online shop, the following applies:

- (1) On our homepage www.pyourity.com you can find our offers and products.
- (2) You can select the desired offer or product and then go to the page of that offer or product.

You will find all the information, contents and the price of each product / service. You can either order them straight or in some cases you must first apply.

You will find more information about this under section 5.1.

- (3) If you decide to purchase the product, then click on the "Join now" or "Sign up now" button.
- (4) Then you will be directed to the site of one the payment providers mentioned under 5.1.12, where you can enter your email address, first name and last name and your address. You can view the shopping cart at any time and delete the chosen products or change the quantity of them.
- (5) The payment options will be visible to you. Payment is usually possible by PayPal, credit card and / or with apple pay or google pay.

You will receive an invoice by email from our payment provider.

The entire invoice amount is due immediately, unless you have chosen installment payments.

Once your payment has been received, you are entitled to the purchased product. The access data for the respective product will be sent to you by email.

(a) PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"): By selecting the payment method "PayPal" and confirming "Continue with PayPal", you will be redirected to the PayPal login page. After successful login, your address and account details stored with PayPal will be displayed. The payment process will be handled by PayPal and is subject to their terms and conditions.

PayPal is the provider of the service (available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>)

(b) Visa or MasterCard: By clicking on "Pay with credit card" you can enter your data via a secure connection and complete your order by clicking the "Buy now" button. This will establish a connection with the relevant credit institution.

(c) When you select the payment method "Continue to SOFORT transfer," the payment will be processed through the payment service provider SOFORT GmbH, Theresienhöhe 12, 80339 Munich (hereinafter "SOFORT").

To pay the invoice amount through "SOFORT," you must have an online banking account enabled for participation in "SOFORT" with a PIN/TAN procedure, legitimize yourself during the payment process, and confirm the payment instructions with "SOFORT."

The payment transaction will then be immediately carried out by "SOFORT" and your bank account will be charged. You can find more information about the "SOFORT" payment method on the internet at <https://www.klarna.com/sofort/>.

(d) Apple pay: When you select Apple Pay with your iPhone

To use your default card:

If your iPhone has Face ID, double-click the side button. If prompted, authenticate with Face ID or enter your passcode to open Apple Wallet.

If your iPhone has Touch ID, double-click the Home button.

To use a different card, tap your default card to see your other cards. Tap a new card and authenticate.

Confirm the amount seen on the screen to transfer the amount.

(7) If you have a promotion or voucher code, you can enter it as well before checkout.

(8) Before completing the order, by clicking on the respective boxes, you give your consent to the terms and conditions of Hakimi Hein Kramer GbR and the terms and conditions of the respective payment provider, such as Copecart, Digistore24, Paypal.

As a consumer you waive your right to revoke or cancel the contract, provided that you gain full access to our digital content.

(9) Finally, click the "Buy Now" button to submit a binding offer. By doing so, you offer our payment provider as mentioned under 5.1.12 to enter into a purchase contract for the booking.

(10) Immediately after submission, you will receive a confirmation email from the payment provider.

At this point, a contract between you and the payment provider is formed.

6 Voluntary Additional Services (Bonuses)

- (1) We regularly offer certain additional services, known as bonuses, with some of our programs.
- (2) As a participant, you are only entitled to a bonus if you
 1. purchased during the bonus period and
 2. the bonus (if limited) is still available.
- (3) We reserve the right to change the content of bonuses at any time.
- (4) Since we offer new bonuses regularly, you do not have a claim to a specific bonus or a claim to receive the bonus at a specific time.
- (5) Bonuses are always voluntary additional services and not part of the main program.
- (6) As a former or later buyer of our programs outside of the bonus period, you do not have the right to retrospectively receive a bonus.

7 Term of Contract, Length of Support and Cancellation

- (1) The length of our contract will depend on the package or product that you have booked. Typically, the contract will automatically end once both parties fulfill their respective obligations, meaning that you have paid the full fee and we have provided the corresponding service.
- (2) Our products and associated Facebook groups will only be available to you for the duration specified in your program. After that, you will need to leave the support group.
- (3) Both parties retain the right to terminate the contract for cause.

We reserve the right to terminate the contract if you fall behind on payments more than twice, if you intentionally violate any terms of this GTC, or if your actions cause damage to our trust relationship.

Such damage to trust may occur, for example, if you insult us, our business partners or our customers, participants, speak negatively about our program or influence other participants negatively.

Should we need to remind you to stop your behavior, in case of another violation we will exclude you from the program. In this case, you will not have a claim for a refund.

Details on Service Offerings and Cancellation Policies

8 Duration of Consulting Session and Location of Coaching

- (1) The duration of an offering or product is determined by the booked program.
- (2) Typically, there are 1:1 coaching sessions, workshops, retreats and group coaching sessions, both live and virtual.
- (3) Consultations usually take place online / virtual via Zoom/Skype or as a Facebook live video. For participants who cannot attend live, a recording will be made available later.

(4) Each participant is responsible for ensuring that they participate in the sessions live. If they are unable to do so, this is not grounds for canceling the contract. There is no claim for the participants to be present live at the online group coaching sessions.

9 Scope of services and unclaimed services

- (1) The scope of services of the product is determined by the respective program.
- (2) If a fixedly booked appointment in individual coaching is repeatedly canceled by the participant, no further appointment must be offered. This appointment will expire then. The claim for payment for the appointment remains valid. Payment for the appointment will be retained. There is no claim for refund.
- (3) As a rule, booked individual coaching sessions must be used within 6 months. Afterwards the appointments will expire. The entire fee will be retained.
- (4) If you terminate a booked offer or product, you are not entitled to a refund of your payments.

10 Right to withdraw for consumers

- (1) As a consumer, you have the right to cancel according to the instructions provided in the appendix. Please check carefully whether you booked/ordered the product directly from us or through our third-party providers, such as DIGISTORE24 or COPECART. In the latter case, you must direct your cancellation to our provider DIGISTORE24 or COPECART..
- (2) The cancellation period begins when the contract is concluded. The contract is concluded at the moment you receive the confirmation email of the purchase by us/or our payment provider.
- (3) In the case of services such as 1:1 Coachings, live workshops, retreats mentoring, there are the following special conditions regarding the right of cancellation:
 - a) If you purchase the product and we are to begin the service directly or within the 14-day cancellation period, you expressly waive your right of cancellation in that respect.
 - b) We clearly indicate this in OUR OFFER with the following clause:
"By requesting that we commence the service before the 14-day cancellation period has ended, you acknowledge that you will forfeit your right to cancel the service once it has been fully performed."

In case of partial service to you (as a customer) within the cancellation period, we are entitled to a consideration (payment) for the service provided, even in case of a cancellation.

- (4) In the case of digital content/products, there are the following special conditions regarding the right of cancellation.
 - a) If you purchase a digital product and you receive the entire content immediately after payment, you waive your right to object.

b) We inform you of this directly BEFORE completing the order with the following passage:
"I hereby waive my right to cancel within 14 days, so that I can immediately access the digital content in full."

(5) If the booking is cancelled within 14 days and the offer has already begun at this time, you are only entitled to a partial refund of costs. Already provided services will then be deducted proportionally from the refund.

11 Satisfaction Guarantee

(1) Our 14 day satisfaction guarantee for our product BECOME LIMITLESS ensures that you will be completely satisfied with your purchase. If, after actively engaging with the course, implementing the first tools, and completing specific coursework, you still find that the course is not for you, we will gladly refund your money.

(2) To qualify for a refund, you must demonstrate that you have made a genuine effort to implement our methods.

This includes:

- watching the entire Module 1 & 2 of the course
- participating in at least one live session.
- To ensure the validity of your refund request, the workbook must have been completed seriously and you are not allowed to have watched more than Module 1 & 2 of the course. This means that you are not allowed to have watched any other module, bonus courses, or bonuses in BECOME LIMITLESS.

(3) If you can prove all the points mentioned in (2) and have purchased the course exactly 14 days (the time of purchase will also be taken into account) or less ago, send us an email to info@pyourity.com with the evidence mentioned in (2) and we will refund your course fee.

Even if a later course start has been agreed upon, the satisfaction guarantee is only applicable within the first 14 days after purchase

12 Cancellation by us and unforeseeable circumstances

(1) We are entitled to cancel a live event or group coaching at short notice if at least 10 participants have not registered.

(2) We are also entitled to cancel (online) coaching (1:1 or for groups) if the coach or mentor, or invited speaker becomes ill at short notice and no replacement can be provided.

(3) In cases 1 and 2, we will first try to find a replacement date.

(4) In the case of a live event, we have the right to find a new date first. If it is not possible to carry out the event offline, we can also make the content available digitally in order to fulfill our contract.

(5) If unforeseeable circumstances arise that prevent a live event from taking place, we will be released from our performance obligation towards you. We can retain any reservation fees in any case. We will refund the remaining ticket price to you.

(6) We cannot accept liability for any further claims, booked hotels, booked travel costs, etc. Please make travel insurance for this.

(7) If the live event is part of an online program, it is to be seen as a bonus and not as a fixed part of the program. It therefore does not entitle you to cancel the entire program if the event cannot take place for understandable reasons. We will then provide another bonus or make up the event at a later time.

(8) If you behave in breach of contract by violating these terms and conditions, we have the right to exclude you from the event or program. This is particularly the case if you disrupt the course of the event/program and do not stop after being asked or if you repeatedly do not keep agreements (e.g. appointment arrangements). In this case, no costs will be refunded.

4. Part Rights and obligations of the customer

13 Access to online programs

(1) It is a personal and non-transferable access to the digital products. No goods are shipped.

(2) You will receive the access data to your member area by email. You are entitled to access the digital content on a maximum of 5 different devices, for your personal use only. You are not entitled to share the content of the program with family members, friends or any other third parties.

(3) The registration data sent during registration (username, password, etc.) must be kept secret by you and not accessible to unauthorized third parties.

(4) Ensure that access to and use of your user data is carried out exclusively by you. If there are facts that justify the assumption that unauthorized third parties have obtained knowledge of your access data, please inform us immediately so that we can block or change it.

(5) We can temporarily or permanently block your access if there are concrete indications that you have violated these terms and conditions and/or applicable law, or if we have any other legitimate, significant interest in blocking it. In making the decision on a blocking, we will take into account your legitimate interests appropriately.

(6) The right of access exists only after successful payment of the digital product.

(7) If you have any questions about using the purchased services or the access is not working, you can contact our support team at info@pyourity.com.

14 Right of use to the digital content or the documents from the online program

(1) Audio/video and PDF files and other documents may be downloaded and printed by you as a customer for your own use only. Only in this context is the download and printing of files

permitted. To that extent, as a customer, you may also have the printing done with the technical support of third parties (e.g. a copy shop). Otherwise, all rights of use to the files and documents remain reserved to us. This means that the samples and documents and the knowledge imparted may not be made accessible to third parties, neither free of charge nor for a fee. The documents are also not intended for use in consulting.

(2) Therefore, in particular, the making of copies of files or printing for third parties, the sharing or forwarding of files and documents to third parties, or any other exploitation for other than personal study purposes, whether for consideration or without consideration, requires the express prior written consent of ours during and also after completion of the program.

(3) The trademarks and logos listed on the documents are protected under trademark and copyright laws. As a customer, you are obligated to use the documents and files that are accessible to you only in the context explicitly permitted or legally required without our consent and not to promote unauthorized use by third parties. This also applies after termination, withdrawal or cancellation of participation.

(4) Forms of use that are permitted due to mandatory legal provisions are, of course, excluded from this consent requirement.

15 Live Events

(1) The live events take place in rented locations.

(2) Depending on the type of event, there is also a minimum and maximum number of participants.

(3) We cannot be held liable for any damages that may occur due to allergies, etc. Each participant must take care of themselves in this regard. We ask about food allergies in advance and usually offer appropriate food through catering.

(4) Some workshops are also held outdoors. Participation includes physical activities and requires good health. To exclude injuries to the body and health, we do our best to fulfill our duty of care.

(5) Participation is always at your own risk.

(6) We cannot take any liability for valuable items brought with you.

(7) You are required to cooperate in the event of performance disruptions in accordance with legal regulations, to prevent or minimize any damages. In particular, we ask you to notify us of any complaints immediately. If you fail to notify us of a defect in a culpable manner, you lose your claim for reduction of the participation fee.

(8) Events, especially those in the so-called outdoor area, are never without a residual risk. Against an accident and rescue, you are only insured under your own accident insurance.

16 Collection, storage, and processing of your personal data

(1) In order to carry out and complete a booking, we need the following information from you:

- First and last name

- Address
- Email address
- phone number.

For businesses, also company name and VAT ID number.

The specific data required is determined by the mandatory fields for each product.

(2) For paid services, the name and address information must be accurate. The same applies to the billing address. Invoices will be generated based on this information. If corrections are necessary, this may result in additional expenses, which we will charge in a reasonable amount.

(3) If there is a change in your personal information, especially if there is a change in your email address, please inform us by emailing info@pyourity.com

17 Collection, Storage and Processing of Your Personal Data by COPECART

(1) For some of our products, we use the provider "Copecart" for order processing.

You can view COPECART GmbH's privacy policy here: <https://www.copecart.com/en/privacy-policy>

(2) To carry out and complete a booking, Copecart requires the following data from you: • First and last name • Address • Email address •

For businesses, also company name and VAT ID number.

Which specific data are mandatory depends on the product.

(3) We use the data you provided without your separate consent exclusively to fulfill and complete your order(s), such as delivering goods to the address you provided. When paying by transfer, Copecart also uses your bank or credit card, paypal- information for payment processing. For any further use of your personal data for advertising, market research or designing further offers according to your needs, your express consent is required.

(4) Without setting up a user account, Copecart only stores the data you provided within the scope of tax and commercial legal obligations.

(5) If your personal information changes, you are responsible for updating it yourself. You can make changes through CopeCart. Either a link is provided in the purchase confirmation, or you can contact support: for example, by emailing info@copecart.com

18 Own maintenance of suitable IT infrastructure and software

You, as the customer, are responsible for providing and ensuring an internet connection (hardware, telecommunications connections, etc.) and any other technical equipment and software necessary for using our online offerings (specifically web browsers and PDF programs such as Acrobat Reader®, Zoom and Skype) at your own cost and risk.

Additionally, some programs also offer a related Facebook group.

To use this, you will need a Facebook account.

- (1) Our programs are based on mutual trust & cooperation.
- (2) Participation in our programs requires self-responsible readiness to learn. We cannot guarantee any specific results for these processes. We are process facilitators, mentors and provide guidance, tools, information and recommendations. The implementation and making of decisions is solely your responsibility.
- (3) You are fully responsible for your physical and mental health both during the session and in the phase between sessions. Any measures you may take as a result of our products are at your own risk.

If you have a diagnosed psychological disorder, please consult your doctor if our offerings and products might be beneficial. In such cases it is important that you inform us prior to registration!

We reserve the right to discontinue coaching in such cases.

All content and media provided by PYOURITY is for informational and educational purposes only. It is based on our own personal experiences and is not intended to be a substitute for professional medical advice and should not be relied on as health or personal advice.

Always seek the guidance of your doctor or other qualified health professional with any questions you may have regarding your health or a medical condition.

Never disregard the advice of a medical professional, or delay in seeking it because of something you have read in this program.

If you think you may have a medical emergency, call your doctor, go to the nearest hospital emergency department, or call the emergency services immediately.

If you choose to rely on any information provided by PYOURITY, you do so solely at your own risk.

External (outbound) links to other websites or educational material (e.g. pdf's etc...) that are not explicitly created by PYOURITY are followed at your own risk.

Under no circumstances is PYOURITY responsible for the claims of third party websites or educational providers.

Confidentiality and Liability Regulations

20 Protection of Know-how and Confidentiality

(1) You are aware that all information you receive during our collaboration regarding the way in which we provide our services (developed ideas, concepts and operational experiences (know-how)) and which must be kept secret due to legal regulations or the nature of the matter, are subject to trade secrecy. Therefore, you commit to maintaining the trade secret and keeping silent about the aforementioned information.

(2) By participating in our programs you are automatically signing a confidentiality clause regarding data and insight of other participants. Our programs are secure and provide a safe space for everyone. Please respect the privacy of each individual. Do not share any information about any participant which would violate their privacy.

(3) As part of a written agreement, you are authorized to speak/write about the way in which we collaborate.

(4) The obligation to keep confidential lasts beyond the end of the collaboration between the parties.

(5) The following information is not affected by the confidentiality:

- information that was already known before the confidentiality obligation,
- information independently developed,
- information that was or is publicly available upon receipt or subsequently became publicly available without your fault.

(6) An appropriate contract penalty will be incurred for any violation of the confidentiality obligation.

21 Confidentiality of Both Parties

(1) We commit to maintaining confidentiality over all confidential information you provide during and after the offers and products.

(2) You are obligated to maintain confidentiality over all information that should be treated as confidential, which you become aware of during the cooperation, and to only use it with prior written consent from us and third parties. This also applies to all documents you receive from us or have access to as part of an offer or product.

(3) In group programs, the confidentiality obligation also applies to confidential information of other participants that you learn about as part of the program.

(4) Additionally, recording of conducted offers and products is not allowed and nothing from the joint meetings may be published in any form.

22 Liability for Content

(1) The files and documents issued by us are samples that you must adapt to your needs. No liability is assumed for completeness and timeliness of these samples.

(2) We reserve the right to optimize and adapt the content at any time.

23 Liability Limitation

(1) We are liable for intent and gross negligence. Furthermore, we are liable for the negligent violation of duties, the fulfillment of which makes the proper performance of the contract possible in the first place, the violation of which endangers the achievement of the contract's purpose and on whose compliance you may regularly rely. In the latter case, however, we are only liable for the foreseeable, contractually typical damage. We are not liable for the slightly negligent violation of other duties than those mentioned in the above sentences. The above liability exclusions do not apply in case of injury to life, body and health. Liability under the Product Liability Act remains unaffected.

(2) Data communication via the internet cannot be guaranteed to be error-free and/or always available according to the current state of technology. We are not liable for the constant and uninterrupted availability of the offer. Regular maintenance windows will be announced.

(3) All mentioned limitations of liability also apply to our agents/ service provider and/or freelancers acting on our behalf..

Force Majeure, Final Provisions and Jurisdiction

24 Force Majeure

(1) Force majeure exists when an external event occurs that has no operational connection and cannot be avoided by the utmost reasonably expected care. Force majeure is assumed in cases of natural disasters (floods, earthquakes, storms, hurricanes, fires), political events (wars, civil wars) and other events such as epidemics, pandemics, diseases and quarantine orders by authorities, countries and states. The lists are not exhaustive, similar events as mentioned in paragraph 1 also fall under the term of force majeure.

(2) The party who first learns of the event shall promptly inform the other party.

(3) In the event of force majeure as defined in paragraph 1, the parties agree that the contractual performance will be suspended for the duration of the obstruction. That means that the performance of both parties will be temporarily suspended. Already paid fees for offers and products remain with us during this time. If you still have to make payments, payments for already provided services must still be made by you, for services not yet provided, you can pause the payment for the period of the contract suspension. After the end of the unforeseeable event, the contract will be resumed. Any further possible damages are borne by each party.

(4) If the event lasts longer than 12 months, both parties are entitled to terminate the contract with a notice period of 3 weeks to the end of the month in text form. Fees for services already provided by us must be paid by you. If you have made a payment that should secure you a guaranteed place in one of our offers, this fee will not be refunded, as the service of securing you a place was provided by us and is independent of whether the offer takes place or not. The further ticket fee, online course fee, etc. will of course be refunded to you. Even in the case of this termination, each party bears any further damages (e.g. hotel bookings, flight bookings, etc.) on their own.

(5) In the event that the event lasts longer than 18 months, the contract will be dissolved. A final bill will then be created by us. In this case, any already paid fees for offers and products are non-refundable as we have already provided the service of securing a place for you. The further ticket fee, online course fee, etc. will of course be refunded to you. In this case, each party bears any further damages on their own.

In the event that you still have to make payments for services already rendered, these must be paid within 14 days of receiving the final invoice. If there is a credit in your favor, it will be paid to you within 14 days of sending the final invoice. The final invoice can be sent as a PDF attachment by email. Further claims due to force majeure are excluded. Each party bears the damages incurred by them.

25 Changes to these T&Cs

These T&Cs can be changed if there is a valid reason for the change. This can include changes in laws, adjustments to our offerings, changes in legal interpretations, or changes in economic conditions. If there are significant changes that affect you, we will inform you of the planned changes in a timely manner. After receiving this information, you have a 14-day right of withdrawal. After this period, these new regulations will become an effective part of the contract.

26 Final provisions

(1) The terms and conditions written here are complete and final. Changes and additions to these terms and conditions should be written, in order to avoid ambiguities or disputes between the parties regarding the agreed content of the contract – email (text form) is sufficient.

27 Governing law & Jurisdiction Clause

(1) All disputes arising out of or in connection with this contract shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, without giving effect to principles of conflicts of law. The courts of the Federal Republic of Germany shall have exclusive jurisdiction.

(2) For all consumers and businesses, the place of jurisdiction for any legal disputes arising from or related to this agreement shall be Hamburg, Germany. The parties agree to submit to the exclusive jurisdiction of the courts located in Hamburg, Germany for the resolution of any such disputes.

(3) We would like to inform you that in addition to the ordinary legal process, you also have the possibility of an out-of-court settlement of disputes in accordance with Regulation (EU) No. 524/2013. You can find details in Regulation (EU) No. 524/2013 and on the website: <http://ec.europa.eu/consumers/odr> We do not participate in the dispute resolution process.

28 Severability Clause

(1) If any provision of this agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it valid and enforceable, and the remaining provisions of this agreement shall remain in full force and effect.