

Terms of Service

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- henceforth referred to as “provider(s)” -

1. Scope

1.1. The provider operates a service about the topic of coaching for business people and private users through **selfcoaching365.com**.

The object of these terms of service is the use of the coaching, informational, and training offerings supplied by the provider (henceforth referred to as “service”).

The provider is authorized to changes or variations of his services, as long as the purpose of the agreement for the customer is not or only marginally changed.

The customer/client/user (henceforth referred to as “customer”) is responsible for the connection from his/her computer to the provider’s server or that of another utilized service provider (e.g. for webinars, etc.), and bears the incurred costs. The provider reserves the right to adjust the technical requirements to the state of technical advancement.

The access to the service is fundamentally made possible to the customer. The accessibility can be impaired or temporarily stopped due to maintenance work on the database or on the server, or due to the general technical parameters of the Internet. Therefore, the provider makes no guarantee for the accessibility to the informational offerings at any time, or the retrieval of the information.

1.2. Registered customers can use the provider’s free and charged content. The details of this are regulated in a separate service guide. Some areas and functions of the service are only accessible for paying customers. The use of the service is only permitted for the customer, to the extent that legal provisions or these Terms and Conditions are not violated as a result.

1.3. Differing terms of service of the customer are not obligatory for the provider even if they were not explicitly contradicted. The existing Terms of Service of the provider have priority over conflicting general Terms and Conditions of the customer. Regula-

tions differing from these Terms and Conditions are only valid if the provider explicitly agrees to these (in writing).

These general Terms and Conditions are also valid as a component of the contract for coaching and training assignments, as well as group and team events.

2. Opening of a customer account and signing of the contract

2.1. The public area of the service that is free of charge can be used without registration. Access to the members area free of charge content is only available after registration.

2.2. Certain functions of the service are only accessible in the context of a charged booking. The opening of an account is necessary for this. The website of the provider on the Internet represents a non-binding request (invitatio ad offerendum) to the customer upon signing the contract. By submitting the order on the website, the customer gives a binding offer upon signing the contract.

2.3. The provider can accept this offer within 3 work days through activation of the customer account and submission of a confirmation via email. The provider will inform the customer about a rejection, e.g. due to having reached the maximum number of participants in written form (email, fax, or letter).

2.4. Upon completion of the registration process, in the course of which these general Terms and Conditions must also be agreed to by the customer, as well as the activation of the customer account by the provider, a user agreement between the customer and the provider is formed.

2.5. A legal claim does not exist upon opening a customer account. The provider reserves the right to reject the signing of the contract on a case-by-case basis. The provider will brief the applying customer immediately of any rejection.

2.6. The registration of a customer account for a third party without its consent as well as the use of multiple different customer accounts by a single customer is explicitly prohibited.

3. Customer account/Username

3.1. In order to open a customer account, the customer provides a username. This may not consist of a term protected for a third party. The customer is liable for ensuring prior to the registration that the selected username does not violate any rights of third parties, especially trademarks, copyrights, or naming rights.

3.2. Customers have to fully and correctly enter the data required in the context of the registration. The customer data can be edited at any time in the customer's profile. The provider can not check for the accuracy of the entries, and is only liable for false or incomplete entries upon knowing of them. The provider will investigate false or incomplete customer data immediately. The provider is authorized, but not obligated, to carry out an audit of the customer and profile data.

3.3. The customers have to handle their personal login data confidentially, and must protect it from access by unauthorized third parties. A transfer of login data to third parties without the provider's consent is especially prohibited. As long as a customer obtains knowledge of the misuse or unauthorized use of his/her login data, the provider is to be informed immediately. The customer account is not transferable.

3.4. The email address given at registration serves for the communication with the provider, and is important for all contractually relevant correspondence between the provider and the customer. To this email address, the provider sends the customer all the information about the service, as well as, to the extent requested by the customer, further information such as a newsletter, for example. With a single email address, only one access authorization for the service can be generated.

4. Compensation, payment, delay

4.1.1 The registration to use the service is free of charge.

4.1.2. For the use of certain functions of the service, a charged booking is necessary. The amount of the payment is based on the service and price list valid at the time of the signing of the contract (accessible through the menu option: Shop).

4.1.3. Without a special agreement, the compensation is due immediately after invoicing. The costs are automatically invoiced and the invoice is deposited in the customer account for access. The payment of the invoice occurs in an automatic process through a shop system (shopping cart) and one of the payment processors named under 4.2.

4.2. The payment for the provider's offers is possible through the services of PayPal, and Stripe. The provider reserves the right to negotiate with the customer on a pre-payment via bank transfer to one of his bank accounts.

4.3. Should the payment process via one of the payment processors fail, the customer has to refund the additional costs incurred, provided he/she is responsible for the failure.

4.4. Should the customer default on a payment, the provider is authorized to require default interest at a rate of 5% over the base interest rate of the European Central Bank. In the case that the provider claims a higher damage caused by delay, the customer has the opportunity to prove that the claimed damage caused by delay was not accrued at all, or at least at a substantially lower level.

4.5. The prices listed by the provider in the service and price list can be considered including sales taxes, if the customer is located within the European Union. The provider invoices with or without sales tax based on the location of the customer. In case of doubt, the invoicing will be done with the currently valid sales taxes in the provider's country.

5. Duration of the agreement

5.1. The service use agreement is agreed upon for a certain period. After the contract period expires, the contract ends automatically.

5.2. The contract period is based on the products/offering selected by the customer. The details to this are regulated in a special service guide.

6. Withdrawal/cancellation/prevention of performance

6.1. The customer can cancel/withdraw from the agreement at any time.

6.2. Legal conditions for unusual cancellation remain unaffected.

7. Refunds

7.1. A refund of purchased products/services of the provider does only take place, if the product/service description includes refunding terms. In all other cases the customer will not receive any refunds, as the customer has received immediate access to all content of the service upon payment. The customer has the opportunity to use the offer until the expiration of the purchased service.

7.2. The provider has the right to refund customers after a case-by-case review at his own discretion.

8. Content, documents, copyright and user rights

8.1. The customers acquire a simple, non-transferable right of use of the content provided by the provider for the duration of the use of the service for their own purposes.

8.2. The customers have to handle their personal login data confidentially and have to protect it from the access of unauthorized third parties. Especially a transfer of login data to third parties without the consent of the provider is prohibited. Provided that a customer obtains knowledge of misuse or unauthorized use of his/her login data, this is to be immediately reported to the provider.

8.3. The email address entered upon registration serves for communication with the provider, and is important for all contractually relevant correspondence between the provider and the customer. The provider sends login data for the online offers to this email address. The login data for these online offers is non-transferable.

8.4. The customer is explicitly prohibited from every form of publication, replication, commercial use of and sharing of content, along with making that content publicly accessible.

8.5. The customers are informed that they obtain no ownership of the content, but rather are transferred a right of use existent for the duration of the contract. The content is subject to current copyright law. A potential copyright notice in a work may not be changed or removed.

8.6. The customer is authorized to use acquired handouts, materials, other documents and audio or video recordings solely for his/her own purposes. The copyright on the handouts, materials, other documents, and audio or video recordings lies solely with the provider. The customer is not authorized to reproduce, to record in storage media or in any form – in return for payment or not – materials, documents, or recordings completely or in part to transmit to or share with third parties without the written consent of the provider.

8.7. The violation of copyright law leads to compensation of damages and negative obligations, and can be prosecuted.

9. Warranty

9. 1. Purchase of content

9.1.1 In the case of a defect, the customer has option whether a supplementary performance should take place through rectification or performance delivery. The provider is authorized, however, to refuse the selected type of supplementary performance if it is only possible with disproportionate costs and the other type of supplementary performance remains without considerable disadvantages for the customer.

9.1.2 Provided that the supplementary performance has failed or that the provider has totally refused the supplementary performance, the customer can request the re-

duction of compensation or announce the withdrawal from the contract at his/her own discretion. Eventual claims of damages of the customer remain unaffected by this.

9.1.3. Should the customer be an entrepreneur in the sense of § 14 BGB (German Civil Code), the following is considered negotiated for warranty claims: obvious defects must be reported in writing immediately to the provider no later than 14 calendar days after the delivery of the product; concealed defects are also to be reported in writing immediately to the provider no later than 14 calendar days after knowing of the defect. Should the defect report not occur on time, the customer's rights of warranty regarding the belated defect report are excluded. That is however not the case, given that the provider has maliciously remained silent and/or has assumed the respective warranty. Warranty claims expire – except in the case of claims of damages – within a year after the delivery of the purchased item to the contractor.

10. Liability

10.1. The provider is liable in cases of intent or of gross negligence according to legal provisions.

The service provider is solely liable for slight negligence according to the provisions of the Product Liability Law, due to the violation of life, body, or health, or due to the violation of essential contractual obligations. The claim of damages for the slightly negligent violation of essential contractual obligations is however limited to the contractually typical, foreseeable damage, provided that one is not being held liable due to the violation of life, body, or health. The service provider is liable for vicarious agents and representatives to the same extent.

10.2. The provider is not liable for the accuracy, quality, completeness, reliability, type and goodness, or trustworthiness of content provided by partners or customers. This content does not represent any expression of the provider's opinion; the provider especially does not take ownership of the content of partners and customers.

10.3. According to the relevant legal regulations of the Telemedia Act (TMG), service providers are not obligated to monitor the third-party information they have transmitted or saved, or to investigate circumstances suggesting an illegal activity without concrete indications. Liability for third-party content only comes into question if the provider has knowledge of the illegal activities or information.

10.4. After reporting respective third-party rights violations, the provider will immediately block or delete the illegal content, as well as take appropriate measures to prevent future legal violation.

10.5. The customer may only offset the provider's claims with undisputed or legally determined claims.

10.6. Additionally, the provider is liable, according to the legal provisions, if he culpably violates an essential contractual obligation (major obligation). The claim of damages is then limited to the predictable, typically occurring damage.

10.7. The claim of damages expires within 12 months after the end of the year in which the claim arises and the customer becomes aware of circumstances in which the claim is justified, and of the damaging party, or would have been made aware of without gross negligence.

10.8. Provided that nothing to the contrary is regulated above, liability is excluded. Provided that the liability of the provider is excluded or limited, this is also valid for the personal liability of the provider's employees, representatives, or vicarious agents.

11. Indemnity

11.1. The customers support the provider with the defense against claims that third parties assert on the provider due to content tailored by the customers, especially through the provision of the information necessary for the defense.

11.2. A customer is obligated to the compensation of costs necessary for prosecution – especially of necessary attorney and legal fees – that arise for the provider through the legal claim by third parties due to content tailored by the customers.

11.3. The customer exempts the provider from liability of damages which the provider, his employees, or vicarious agents has/have caused through simple carelessness.

11.4. The provider's liability due to a faulty assessment of the customer's physical, mental, or other health-related capacity is excluded.

12. Blocking of customer accounts, exclusion of users

12.1. In the case of a customer's concrete indications of violations against legal provisions and the prohibitions determined in these Terms and Conditions, the provider can block the customer's access. In the case of repeated violations, the provider can exclude the customer from participating in the services. The provider considers the justified interests of the affected customer when selecting the action to take, especially whether the customer is to be blamed for the violation.

12.2. Provided that the customer is blocked indefinitely, there is no claim to restoration of the blocked customer account. If a customer was blocked, this customer may

also no longer use the provider's service with other customer accounts. Also, the blocked customer is prohibited from registering again under a new name.

12.3. In the case of the blocking of a customer account, the customer has the right of immediate cancelation of the usage agreement with the provider.

12.4. Criminally punishable activities toward the provider or other customers (e.g. theft, defamation), and the awareness of the customer's illegal activities toward third parties, justify the provider to cancel the contract without notice.

12.5. Further reasons of exclusion are membership in a cult, in Scientology, or the presence of a severe physical disorder or behavioral disorders.

12.6. The claim to pay a fee remains in totality in cases of exclusion. As long as the customer has paid the fee, no refund occurs.

13. Privacy, obligation of secrecy/confidentiality

13.1. All company and personal data is handled according to the regulations of the General Data Protection Regulation (GDPR).

13.2. Company and personal data is stored and processed in the context of the customer's contract. A sharing of data with third parties is excluded. The customer agrees that his/her data can be used for internal commercial purposes and for anonymous statistical evaluation, including after the end of the contractual relationship, only able to be used for the provider's internal purposes.

13.3. The customer can read his/her rights regarding his/her data in the provider's privacy policy at any time.

13.4. The provider reserves the right to delete the personal data entered by the customer in the context of online offerings after a period of 6 months after the end of the use of the paid offer.

14. Miscellaneous

14.1. The provider's vouchers or discount codes can only be used for the given valid period of time, and for the corresponding offer. The provider reserves the right to offer vouchers or discount codes for certain groups of customers.

14.2. A self-responsible cooperation, preparation and follow-up as well as the implementation of the customer's compiled results are necessary for the success and sus-

tainability of the offered products and services. The provider does not provide any guarantee of success for the offered services or products.

14.3. The provider confirms his independence in his manner of thinking and acting.

15. Right to withdrawal

Provided that the customer is a consumer, he/she can withdraw his/her declaration of consent within 14 days from the signature of the contract. The withdrawal must occur in written form. Should the customer (consumer) have declared the withdrawal in time, he/she is no longer bound to the contract. The right to withdrawal ceases to exist in the case of a contract on the delivery of digital content not available on a physical data carrier, as well as if the provider has begun the implementation of the contract after the customer (consumer) has explicitly agreed to the contractor (provider) beginning with the implementation of the contract before the expiration of the right to withdrawal, and his/her knowledge of that confirms that with his/her consent, upon the beginning of the implementation of the contract, he/she loses his/her right to withdrawal.

16. Applicable law/place of jurisdiction

16.1. The applicability of the law of the Federal Republic of Germany is negotiated. Additionally, the UN purchase right is applied, as long as its scope of applicability is introduced.

16.2. For all conflicts arising from the use agreement and these Terms and Conditions, the location of the provider is the sole place of jurisdiction, as long as the customer is a contractor according to the BGB (German Civil Code), a legal entity of public law, or a public special asset.

16.3. The European Commission provides a platform for online settlement of disputes (OS) at <http://ec.europa.eu/consumers/odr/>. Consumers may use this platform for the settlements of their disputes. We are in principle prepared to participate in an extrajudicial arbitration proceeding.

17. Amendment of the Terms and Conditions/final provisions

17.1. The provider has the right to amend the Terms and Conditions at any time without providing reasons. The amended requirements are sent to the customer via email no later than four weeks before the effective date, with the amended passages highlighted. The customers are informed separately about the deadline as well as the legal consequences.

17.2. Should a customer not object to the validity of the new Terms and Conditions within four weeks of access, the amended Terms and Conditions are considered accepted. Customers are separately informed in the email which contains the amended requirements about the meaning of the four-week deadline.

17.3. Collateral agreements and contractual amendments need to be in written form in order to be legally operative. This requirement of the use of the written form can neither be orally or silently deviated from.

17.4. Claims from the contractual relationship must be asserted within a month after the end of the contractual relationship and in the absence of agreement, within three months. Otherwise, they are forfeited.

17.5. Refraining from the additional and explicit implementation of the feminine form in handouts, materials, and other documents and contractual works means no discrimination, and is solely for improved linguistic understanding.

17.6. In the case of translations of these Terms and Conditions in a language other than German, it is agreed that in the case of unclarities, the German version has priority.

18. Safeguarding clause

18.1. Should the General Terms and Conditions totally or in part no longer be part of the contract or become void, the rest of the contract remains valid.

18.2. Provided that the conditions no longer are part of the contract or are void, the content of the contract conforms to legal provisions.

18.3. The contract is invalid if its adherence upon consideration of the amendment provided in subsection 18.2. would mean an unreasonable hardship for one of the contractual parties.

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