

Terms of Service

1. General

1.1. The present General Terms and Conditions (GTC) contain the exclusive rules and regulations between Dennis Schäfer (John-Schehr-Str. 29, 10407 Berlin, Germany) (hereinafter referred to as "vendor") and a consumer or entrepreneur (hereinafter referred to as "customer") applicable to the purchase of the products and services offered, insofar as these were not changed in a written way by the parties themselves.

A consumer within the meaning of these General Terms and Conditions shall be any natural person who enters into a legal transaction for purposes which are predominantly neither commercial nor part of their self-employment.

An entrepreneur within the meaning of these General Terms and Conditions is a natural person or a corporate who is acting in the course of a legal transaction in the exercise of their commercial or independent professional activities.

1.2. Changes to these terms and conditions shall be communicated to the customer in writing, by fax or by e-mail. If the customer does not object to this change within four weeks after receipt of the notification, the changes are accepted by the customer.

2. Conclusion of contract

2.1. The presentation of the offered products and services is not a binding offer by the vendor. Only the order of a good or service by the customer represents a binding offer according to § 145 BGB. The vendor can accept this offer within five days. In the event of acceptance of the purchase offer by the vendor, the latter sends the customer an order confirmation by e-mail.

2.2. The contract text will be sent to the customer via e-mail after the submission of the offer. If the customer has created a customer account, the contract text is stored in their customer account.

2.3. During the ordering process the customer is able to correct any entries they have made. Prior to the completion of the order process, the customer receives a summary of all order details and is given the opportunity to check their details.

2.4. The contract is concluded in English.

2.5. The customer is contacted via e-mail and automated order processing. The customer ensures that the e-mail address entered by them is correct.

2.6. In the case of digital products, the vendor grants the customer a non-exclusive, locally unlimited right to use the digital content for private and business purposes for an unlimited amount of time. A transfer of the contents to third parties, as well as a duplication for third parties is not permitted except if the vendor granted the right to do so in a written form.

2.7. In the case of online courses, the vendor grants the customer a non-exclusive, locally unlimited right to use the digital content for private and business purposes for one year. A transfer of the contents to third parties, as well as a duplication for third parties is not permitted except if the vendor granted the right to do so in a written form.

2.8. If there is a certain start date for a digital product and service, the vendor reserves the right to cancel the contract without giving any reasons until four weeks before the start date. In this case, all payments will be refunded.

3. Terms of payment

3.1. The purchase price is due immediately with the order. The payment of the products and services is made by means of the payment methods provided.

3.2. The prices stated at the time of the order apply. The prices stated in the price information contain the statutory value-added tax.

3.3. The customer can only set off counterclaims against the purchase price if the counterclaims are undisputed or legally binding.

4. Terms of delivery

- 4.1. The ordered products and services are dispatched according to the agreements made. Shipping costs are listed in the product description and are stated separately on the invoice.
- 4.2. Digital products are provided to the customer in electronic form, either as a download or by e-mail.

5. Right of revocation

Consumers are generally entitled to a right of revocation. Further information on the right of revocation can be found in the vendor's revocation instruction.

6. Warranty

If the delivered products are defective, the customer is entitled within the framework of the statutory provisions to demand supplementary performance, to withdraw from the contract or to reduce the purchase price. The statute of limitations for warranty claims for the delivered products shall be two years from the receipt of the products.

7. Limitation of liability

- 7.1. The vendor is liable for intent and gross negligence. Furthermore, the vendor is liable for the negligent violation of obligations whose fulfillment makes the proper execution of the contract possible at first, the violation of which would jeopardize the achievement of the purpose of the contract and on whose compliance a customer regularly trusts. In the latter case, however, the vendor is only liable for the foreseeable, contract-typical damage. The vendor is not liable for the slightly negligent violation of obligations other than those specified in the preceding sentences.
- 7.2. The foregoing exclusion of liability does not apply to injury to life, body and health. Liability under product liability law remains unaffected.
- 7.3. The data communication via the Internet can not be ensured without errors and / or at any time, according to the current state of technology. The vendor is not liable for the permanent and uninterrupted availability of the online trading system and the online offers.
- 7.4. The European Commission is providing a platform for online dispute resolution (ODR). You can find them at <http://ec.europa.eu/consumers/odr/>. According to § 36 section 3 VSBG we do not partake.

8. Final provisions

- 8.1. Amendments or additions to these terms and conditions must be made in writing. This shall also apply to the amicable repeal of the requirement of written form.
- 8.2. The law of the Federal Republic of Germany applies excluding the UN purchase law. Compulsory regulations of the state in which the consumer resides remain unaffected.
- 8.3. If a consumer was domiciled or had his habitual abode in Germany at the time of the conclusion of the contract and either changed their domicile or place of habitual residence to outside the Federal Republic of Germany, or whose domicile or habitual place of residence is not known at the time the action is filed, the court of jurisdiction for all disputes is the place of business of the vendor.
If a consumer is not resident or habitually resident in a member state of the European Union, the court of jurisdiction for all disputes is the place of business of the vendor.
If the customer acts as a merchant, a legal person of public law or a public special fund with registered offices in the territory of the Federal Republic of Germany, exclusive jurisdiction for all disputes arising from this contract is the place of business of the vendor.
- 8.4. Should individual provisions of this contract be ineffective or non-executable or become ineffective or non-executable after the conclusion of the contract, the effectiveness of the contract remains otherwise unaffected. The invalid provision shall be mutually replaced by the contracting parties by a legally effective provision which comes closest to the economic

meaning and purpose of the invalid provision. The above provision applies in case of loopholes accordingly.