

## General Terms and Conditions of Haufe Service Center GmbH relating to Professional Development from the Portfolio of Haufe Akademie

### A. General Provisions

#### 1. Scope of Application

- 1.1 These General Terms and Conditions (hereinafter "GTC") shall apply to the services we, Haufe Service Center GmbH, provide relating to Professional Development from the portfolio of Haufe Akademie GmbH & Co. KG (hereinafter "Haufe Akademie"), including, for example, seminars and online training courses, meetings and conferences, qualification programmes, distance learning courses, e-learning and business coachings, which are offered on the Haufe Akademie website at [www.haufe-akademie.de](http://www.haufe-akademie.de) (hereinafter "Website").
- 1.2 We provide our services exclusively on the basis of these GTC. We do not acknowledge any terms and conditions that conflict with or deviate from our GTC, unless we have explicitly agreed to their validity in writing. The tacit rendering of services by us shall not imply our consent with conflicting terms and conditions.
- 1.3 For distance learning courses, a distance learning agreement shall also be concluded between the parties, which you can download here [www.haufe-akademie.de/vertrag-fernlehrgang](http://www.haufe-akademie.de/vertrag-fernlehrgang).
- 1.4 These GTC are available in German and English. In the event of a dispute as to the terms of these GTC the German version shall prevail.

#### 2. Conclusion of the Agreement

- 2.1 Products and offers available on the Website shall be understood as a non-binding online catalogue. You may place the products in the shopping basket and modify your entry at any time before submitting the order. By clicking on the "Book for a fee" button, you place a binding order for the products contained in the shopping basket (binding offer). The order acknowledgement of receipt is sent in text form (e.g. by e-mail) immediately after the order has been submitted and does not yet constitute our acceptance of the agreement. The agreement will be concluded when we send you an order confirmation in text form.
- 2.2 Orders for training events in accordance with Part B. of these GTC can also be placed by e-mail in text form with our customer service.

#### 3. Registration

Orders placed on the Website require registration. A legal entity may only be registered by a natural person authorised to represent it, who must be identified by name. We shall be entitled to refuse the acceptance of registrations if there is an objective reason for doing so, e.g. if incorrect information has been provided.

#### 4. Scope of Services, Third-party Services

- 4.1 Contents, scope and timing for the services are available in the respective product description on the Website.
- 4.2 We reserve the right to make minor changes to the content and organisation of the services, provided that these do not significantly impair the service performance.
- 4.3 We are authorised to use qualified third parties to provide our services, in particular affiliated companies within the meaning of Section 15 et seqq. of the German Stock Corporation Act (AktG).

#### 5. Prices, Terms of Payment

- 5.1 The prices indicated on the Website at the time of the order shall apply. Travel and accommodation in an event hotel are not included in the price. Prices are displayed as net prices excluding VAT for merchants. For consumers, the gross price indicated includes VAT.
- 5.2 Unless otherwise stated on the Website, the prices shall refer to the participation of a single person. Participation of additional persons in the event without prior registration and payment of the relevant participation fees shall not be permitted. Please note that we reserve the right to charge you retrospectively for the corresponding participation fees for each person not registered.
- 5.3 Discounts cannot be combined. The most favourable discount for you shall apply.
- 5.4 Invoices are due for payment immediately upon receipt. Objections shall be raised in text form immediately after receipt of the invoice.

#### 6. Materials, Intellectual Property

- 6.1 Unless expressly agreed otherwise, we will provide you with our materials exclusively in electronic form.

- 6.2 Materials include all contents we may provide, regardless of its specific form or medium. These include, for example:
  - a. Training documents (presentations, handouts, scripts),
  - b. Worksheets and exercises,
  - c. Documentation, photographic records and guidelines,
  - d. Audio, video or multimedia contents as well as e-learning or software modules.
- 6.3 Materials may be subject to legal protection provisions (e.g. copyrights). All existing rights to the materials shall remain with us or the respective right holder.
- 6.4 Unless otherwise agreed, we grant you a simple, non-transferable and non-exclusive right to use the materials. This right of use shall be limited to those purposes that are covered by the agreed scope of services. Specifically, the materials are available to you for Professional Development.
- 6.5 You may not reproduce, duplicate, edit, distribute or make the materials publicly available to third parties in modified or unmodified form, in whole or in part, without our prior written consent.

#### 7. Right of Withdrawal for Consumers

- 7.1 If you are a consumer (*Verbraucher*) (a natural person who places an order for a purpose that cannot be attributed to their commercial or independent professional activity), you have a right of withdrawal in accordance with the statutory provisions.

##### - Withdrawal Policy -

##### Right of Withdrawal

You have the right to withdraw from this agreement within fourteen (14) days without giving any reason. The withdrawal period shall commence depending on the subject matter of the agreement:

- a. In the case of an agreement for the provision of services without the additional supply of goods, the period shall commence on the day the agreement is concluded.
- b. In the case of an agreement for the provision of digital content not supplied on a tangible medium, without the additional supply of goods, the period shall commence on the day the agreement is concluded.
- c. In the case of an agreement which, in addition to the provision of services and/or the supply of digital content, also includes the delivery of goods (e.g. a seminar or e-learning course with physical learning materials), the period shall commence on the day on which you, or a third party designated by you (other than the carrier), took possession of the goods (e.g. the study materials).

To exercise the right of withdrawal, you shall inform us (Haufe Service Center GmbH, Munzinger Str. 9, 79111 Freiburg, E-Mail: [service@haufe-akademie.de](mailto:service@haufe-akademie.de), Telephone +49 761 595339-00) by means of a clear statement (e.g. a letter sent by post or an email) of your decision to withdraw from this agreement. You may use the sample withdrawal form provided below, although this is not mandatory. You may also exercise your right of withdrawal via our website [www.haufe-akademie.de](http://www.haufe-akademie.de). If you use this online feature, we will immediately send you, on a durable medium (e.g. by email), a confirmation of receipt containing information on the content of the notice of withdrawal and the date and time of its receipt. To meet the withdrawal deadline, it is sufficient for you to send the notification of your exercise of the right of withdrawal before the withdrawal period expires.

##### Effects of a Withdrawal

If you withdraw from this agreement, we shall refund all payments we have received from you, including delivery costs (with the exception of any additional costs arising from your choice of a delivery method other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received the notice of your withdrawal from this agreement. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event you will be charged any fees in connection with this refund. Where the agreement concerns the supply of goods, we may withhold the refund until we have received the goods back or until you have provided evidence that you have returned the goods, whichever is the earlier. You must return or hand over the goods to us without delay and, in any event, no later than fourteen days from the day on which you notify us of your withdrawal from this contract. The 14-day period is deemed to have been met if you post the goods before the end of that period. You shall bear the immediate costs of returning the goods.

You shall be liable for any loss in value of the goods if such loss is attributable to handling of the goods that goes beyond what is necessary to ascertain their nature, characteristics and functioning.

In the event you have requested that services shall commence during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of your exercise of the right to withdraw from this agreement, compared to the total scope of the services outlined in the agreement.

#### - End of the Withdrawal Policy -

#### Withdrawal Form Sample

(If you wish to withdraw from the agreement, please complete and return this form.)

- To Haufe Service Center GmbH, Munzinger Str. 9, 79111 Freiburg, service@haufe-akademie.de
- I/we (\*) hereby withdraw from the agreement I/we (\*) entered into for the purchase of the following goods (\*)/the provision of the following service (\*)
- Ordered on (\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for paper notice)
- Date

(\*) Delete as appropriate.

- 7.2 Under Section 356(5) of the German Civil Code (*BGB*) the right of withdrawal lapses in the case of an agreement for the provision of services, and, by analogy, in the case of mixed agreements with regard to the service component, when we have provided the service in full and if we have only started to perform the service, after you have given your express consent to this and confirmed that you are aware that you will lose your right of withdrawal once we have fully performed the agreement.
- 7.3 Pursuant to Section 356(6) of the German Civil Code (*BGB*), the right of withdrawal lapses in the case of an agreement for the supply of digital content not stored on a tangible medium, and, accordingly, in the case of mixed contracts with regard to the proportion of digital content, when we have started to perform the agreement, after you have expressly agreed that we may commence contractual performance before the expiry of the withdrawal period and you have confirmed to be aware that you will lose your right of withdrawal in such a case, and we have provided you with confirmation of this on a durable medium.

#### 8. Liability

- 8.1 We shall be liable for all damages arising in connection with this agreement, regardless of the factual or legal grounds, in accordance with the following provisions only.
- 8.2 In the event of intent (*Vorsatz*) and gross negligence (*grobe Fahrlässigkeit*), claims under the German Product Liability Act (*Produkthaftungsgesetz*), injury to life, limb or health and to the extent of a guarantee assumed by us, we shall be liable without limitation according to the statutory provisions.
- 8.3 In the event of a slightly negligent (*leicht fahrlässig*) breach of a material contractual obligation (*wesentliche Vertragspflicht*) (obligation whose fulfilment is essential for the proper performance of the agreement and on whose compliance, you may regularly rely, so-called cardinal obligations (*Kardinalspflichten*), our liability shall be limited to compensation for loss and damages which are foreseeable and typical.
- 8.4 There is no further liability on our part.
- 8.5 The above limitations of liability shall apply to the personal liability of our employees, representatives (*Vertreter*) and bodies (*Organe*) as well.

#### 9. Force Majeure

- 9.1 If any party is prevented, in whole or in part, from fulfilling their obligations to provide services under this agreement due to force majeure (höhere Gewalt), or can no longer ensure the fulfilment thereof, this party shall be released from such obligation for the duration and to the extent that the force majeure prevents the performance of the services.
- 9.2 In any event, force majeure shall refer to acts of war (regardless of whether war has been declared), riots, explosions, fire, flood, earthquake, epidemics, pandemics, and labour disputes that disrupt the business operations either completely or significantly as well as acts, omissions or measures of a government, or compliance with governmental requests, and the disruption of industrial installations or parts thereof which serve to perform obligations under this agreement.
- 9.3 In the event of force majeure, the parties shall inform each other without undue delay and provide specific information, including, but not limited to

the extent and, as far as reasonably possible, the anticipated duration of the force majeure event.

#### 10. Data Protection

- 10.1 The relevant data protection regulations shall apply, including but not limited to the provisions of the General Data Protection Regulation (*GDPR*) and of the German Federal Data Protection Act (*BDSG*).
- 10.2 Information on the processing of your personal data in accordance with Articles 12-14 GDPR can be found in the relevant privacy policy, e.g. when registering on our Website.
- 10.3 Should your consent be required for the processing of your personal data, this will be obtained separately.
- 10.4 Various contractual partners such as trainers and hotels may be involved in the provision of our services. These are each independent controllers under data protection law (*eigenständig Verantwortlicher*) and are themselves obliged to comply with data protection provisions.

#### 11. Confidentiality

- 11.1 The parties undertake to treat as confidential all information received from the other party in connection with the contractual relationship and not to disclose such information to third parties. This shall not apply to disclosure to third parties who are legally bound to confidentiality, affiliated companies (*verbundene Unternehmen*) as defined under Section 15 et seqq. of the German Stock Corporation Act. (*AktG*) and in cases of statutory, judicial or regulatory disclosure obligations.
- 11.2 The obligation under Article 11.1 shall not apply to information that
  - a. The other party has provably lawfully obtained from third parties,
  - b. Were provably already generally known in the public domain upon conclusion of this agreement or subsequently became publicly known without breach of this confidentiality obligation,
  - c. have already been available to the receiving party prior to disclosure, or
  - d. have been independently developed by the receiving party without reference to or use of the disclosed information.
- 11.3 You shall keep all access data and your password secret and protect them from misuse by third parties. When choosing a password, the generally recognised rules shall be observed (length, complexity of the password). You shall inform us immediately if you lose your access data or password or if you suspect that your access data has been misused. We are authorised to block your access in the event of misuse. You are liable for all activities that take place using your access data, unless you can prove that you have not breached your duty of care.
- 11.4 The confidentiality obligations shall continue to apply after the termination or expiry of the agreement.

#### 12. Declaration of Dissociation from Certain Organisations and Methods

We clearly distance ourselves from organisations such as Scientology and refuse any cooperation with this or similar organisations and companies affiliated to them. We hereby declare that we do not work according to a method ("Technology") of L. Ron Hubbard. We do not organise seminars based on the above-mentioned "Technologies" and we knowingly maintain no business relationships with persons, firms or organisations that promote the introduction of the method ("Technology") of L. Ron Hubbard or support the distribution of said Technology of L. Ron Hubbard.

#### 13. Export Restrictions, Sanctions Laws

- 13.1 Our services are subject to the condition that their performance does not violate export restrictions or corresponding sanction laws. In such a case, we shall not be obliged to fulfil the agreement. In such cases, we will inform you of the impediment to service provision in text form.
- 13.2 In particular, you may not access virtual services, use them or allow another user to access them if this violates the provisions set out in Article 13.1.
- 13.3 If you violate export restrictions or sanctions laws we are entitled to rescind (*Rücktritt*) the agreement and, in the case of a continuing obligation (*Dauerschuldverhältnis*), to terminate the agreement without notice for good cause (*außerordentliche Kündigung*).

#### 14. Severability Clause, Choice of Law, Place of Jurisdiction, Dispute Resolution

- 14.1 Should any provision of this agreement be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The parties shall endeavour to replace the invalid or unenforceable provision with a valid and enforceable provision whose effects come as close as possible to the economic objective of the parties. The same shall apply in the event of any gap in this agreement.
- 14.2 Any amendments or supplements to this agreement shall be made in text form (e.g., email) to be effective.
- 14.3 We shall be entitled, upon four weeks' notice, to assign or transfer our rights and obligations under this contractual relationship in whole or in

part to a third party. In such case, you shall be entitled to terminate the contractual relationship within two weeks upon receipt of the notice of such transfer.

- 14.4 This agreement shall be governed by the laws of the Federal Republic of Germany. The application of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG), shall be excluded. This choice of law shall not affect the mandatory consumer protection provisions of the country in which the consumer has their usual place of residence; such provisions shall remain applicable to the extent they are more favourable to the consumer.
- 14.5 If you are a merchant (*Kaufmann*) as defined in the German Commercial Code (*Handelsgesetzbuch*), a legal entity under public law (*juristische Person des öffentlichen Rechts*) or a special fund under public law (*öffentlich-rechtliches Sondervermögen*), the sole place of jurisdiction for all disputes arising from or in relation with this agreement shall be Freiburg i. Br., Germany.
- 14.6 We do not participate in dispute resolution proceedings before a consumer arbitration board.

## B. Special Terms and Conditions for Training Events

### 1. Scope of Application

- 1.1 These special terms and conditions **Part B.** shall apply in addition to **Part A.** for training events that take place on site, as online training or as blended learning, and are offered in various formats.
- 1.2 Training events can either be single events, including events lasting several days, which are self-contained in terms of time and content, such as seminars, meetings or conferences (hereinafter "*Single Event*"), or consist of several modules, sections or learning units, such as qualification programmes, blended learning and training (hereinafter "*Modular Event*").
- 1.3 Modular Events shall follow a fixed sequence of dates within a set time frame and are usually organised in a fixed learning group. The sequence of modules is binding, and participants shall complete the units in the specified order.
- 1.4 Courses ("*Lehrgang*") consist of individual training events and do not have a fixed sequence of dates. Participants may complete the individual training events of a Course flexibly and independently of each other. There is no fixed learning group.
- 1.5 Further, training events may also take the form of individual coaching and training sessions between an individual and a trainer/coach ("*One-to-one Training*").
- 1.6 The structure and organisation of the training event, including duration, content, sequence of dates and participation requirements, are defined in the relevant event description.

### 2. Your Substitute Participant, Rebooking and Cancellation

- 2.1 Prior to the start of the training event, you may generally appoint a **substitute participant** free of charge. Notwithstanding sentence 1, additional licence costs may be incurred for certain training events, which will be charged. We will inform you of the amount of any such licence costs before implementing the requested change.
- 2.2 You may also rebook your participation once to another training event. In the event of such **rebooking**, we will charge the following rebooking fees:
  - a. Rebooking up to four weeks before the start of the training event: free of charge
  - b. Rebooking later than four weeks before the start of the training event: 10% of the participation fee (min. EUR 50,-; max. EUR 350,-), plus VAT.
  - c. Rebooking after the start of a Modular Event in a fixed learning group: 30% of the participation fee for the entire Modular Event, plus VAT.
  - d. Rebooking after the start of a Single Event is not possible.
- 2.3 In the event of **cancellation** of a training event, we will charge the following cancellation fees:
  - a. Cancellation up to four weeks before the start of the training event, a cancellation fee of 10% of the participation fee (min. EUR 50,-; max. EUR 350,-), excluding VAT, will be charged.
  - b. Cancellation later than four weeks before the start of the training event, a cancellation fee of 100% of the participation fee, plus VAT, will be charged.
  - c. Failure of the registered participant to attend, the full participation fee, plus VAT, will be charged.
  - d. One-to-one Trainings, such as transfer coachings, may, notwithstanding Article 2.3 a) and b), be cancelled free of charge as long as no appointments have yet been scheduled with the trainer/coach. Once an appointment has been scheduled, the full participation fee, plus VAT, shall be due in the event of cancellation or failure to attend.
  - e. The participant shall expressly be entitled to prove that no or significantly lower damage has been incurred.
- 2.4 You may cancel the booking of a Course at any time free of charge; however, cancellation of a Course shall not affect any individual training events

already scheduled as part of such Course. Any such scheduled training event must be cancelled or rescheduled separately and shall be subject to the cancellation provisions set out in Clause 2.3. and the rescheduling provisions set out in Clause 2.2.

- 2.5 In the case of a Modular Event, the start of the training event refers to the first date of the entire training event.
- 2.6 The participation fee refers to the participation fee indicated on the Website at the time of booking without discounts or other reductions.

### 3. Change of Trainers, Events Cancelled by Us

- 3.1 There is no entitlement to have the training event conducted by a specific trainer. We have the right to replace the scheduled trainer with another equally qualified person at any time, provided that the overall programme of the training event is not significantly impaired.
- 3.2 We reserve the right to cancel training events due to insufficient numbers of participants or for other important reasons for which we are not responsible (e.g. sudden illness of the trainer). In such a case, any participation fees already paid by the customer will be refunded.
- 3.3 Further liability and compensation claims (e.g. reimbursement of travel expenses) arising from the event cancellation or change and not relating to injury to life, body or health, shall be excluded, unless there is intent or gross negligence on our part.

## C. Special Terms and Conditions for Haufe Business Coaching

### 1. Scope of Application

- 1.1 These Special Terms and Conditions **Part C.** shall apply in addition to **Part A.** for the booking of Business Coaching services on [www.haufe-akademie.de/coaching](http://www.haufe-akademie.de/coaching) (hereinafter "*Haufe Business Coaching Website*").
- 1.2 Business Coaching is offered for individuals (hereinafter referred to as "*One-to-one Coaching*") and for teams (hereinafter referred to as "*Team Coaching*"). You may book One-to-one Coaching for yourself or for up to 12 people from your company at the same time (hereinafter referred to as "*Third-party Booking*").

### 2. Registration, Coaching Enquiry, Booking, Subcontractor

- 2.1 A customer account is required to use the coaching services. If you are already registered on the Haufe Akademie Website with a username and password, you are allowed to use this access data to log in to the Haufe Business Coaching Website. Otherwise, you will need to register with an e-mail address and password.
- 2.2 One-to-one Coaching
  - a. Your non-binding Coaching enquiry for One-to-one Coaching sessions may be submitted online on the Haufe Business Coaching Website by means of the corresponding enquiry form. One-to-one Coaching may last from a minimum of three to a maximum of ten hours and be divided into any number of coaching sessions. When submitting the enquiry, you may indicate whether the coaching sessions should take place on-site, online or in a hybrid format. Coaching enquiries may be cancelled in text form until you receive a booking confirmation.
  - b. After submitting your coaching enquiry, we will usually send you an email within two working days with three coach profiles to choose from, and an access link to your personal coaching enquiry.
  - c. Once you have selected a coach, you may submit a booking request using the enquiry form. The booking only becomes binding when we send the booking confirmation by e-mail.
- 2.3 Team Coaching
  - a. Your non-binding coaching enquiry for Team Coaching shall be submitted online on the Haufe Business Coaching Website by means of the corresponding enquiry form for Team Coaching. You can choose from the Team Coaching packages listed on the Website.
  - b. Once you have submitted your coaching enquiry, we will discuss your requirements.
  - c. We will usually send you an e-mail with three coach profiles to choose from within two working days. Once you have selected a coach, you shall confirm your choice by e-mail. The booking only becomes binding when we send the booking confirmation by e-mail.
- 2.4 Third-party Bookings
  - a. Third-party Booking shall be made online on the Haufe Business Coaching Website via the corresponding order process.
  - b. After registering or logging in to your customer account, you have the option to book different Business Coaching sessions for up to 12 people from your company. The booking only becomes binding when we send the booking confirmation by e-mail.

- c. You are able to view the coaching sessions you have booked in your customer account in the admin dashboard.
- d. Following the booking, a coaching questionnaire will be sent to the persons designated by you via the e-mail address provided. After returning the completed questionnaire, the designated person will receive three coach profile suggestions by e-mail and will be required to select a coach.

### 3. Conducting the Coaching Your Duty to Cooperate

- 3.1 Once you or the person designated by you has selected a coach, you or the designated person shall coordinate the dates of the One-to-one Coaching sessions directly with the coach in text form (usually by e-mail).
- 3.2 Video conferencing platforms or other online collaboration platforms for conducting coaching sessions are generally provided by your coach. You are obliged to ensure that you fulfil the technical requirements (e.g. stable internet connection, current browser version, loudspeaker or headset, installation of video conferencing software if necessary) and to test the functionality of the technical requirements prior to the start of a coaching session. Technical problems shall be reported to your coach immediately. Any cancellation or disruption of a coaching session resulting from your failure to meet the necessary technical requirements shall neither release you from your payment obligation, nor give rise to a claim for the coaching session to be rescheduled.
- 3.3 In consultation with the coach, your own video conferencing platforms or other online collaboration platforms may also be used for communication. We do not accept any liability for the functionality and availability of the platforms used. You shall provide the coach with any necessary access data in good time before the start of the coaching session and inform the coach of any other access requirements.
- 3.4 If coaching sessions are to take place on-site, you may arrange this individually with your coach. In this case, we will not refund any travelling expenses incurred.
- 3.5 Recording virtual coaching sessions is not permitted without our prior consent.

### 4. Change of Coach

- 4.1 You have the option of changing your coach once free of charge until after the first coaching session.
- 4.2 Please let us know in text form your requirements for a new coach. You will then receive a new proposal with three coach profiles and will be able to conduct the remaining booked coaching sessions with the new coach.

### 5. Term, Termination

- 5.1 The contractual relationship shall commence upon receipt of the booking confirmation. It shall cease automatically after a period of 12 months (hereinafter "Utilisation Period") without termination needed. Early ordinary termination shall be excluded.
- 5.2 In the case of Third-party Bookings in accordance with Article 2.4. Part C the Utilisation Period shall, notwithstanding Article 5.1, sentence 1, not commence upon the booking confirmation, but upon the binding selection of the coach by the person designated by you. For such Third-party Bookings, the maximum Utilisation Period shall expire no later than 18 months after the date of the booking confirmation, even if no coach is selected by the person designated by you.
- 5.3 You or the designated person may schedule your coaching sessions at any time during the Utilisation Period. There is no entitlement to a refund of unused coaching sessions after the end of the Utilisation Period.
- 5.4 The right of termination without notice for good cause shall remain unaffected for both parties.

### 6. Postponement of Coaching Sessions by You

- 6.1 The postponement of coaching sessions shall be arranged directly with your coach. There are no costs for the postponement of individual coaching sessions within the Utilisation Period, provided that your request for postponement is communicated to your coach in text form (usually by e-mail) at least 24 hours prior to the relevant date for the relevant coaching session.
- 6.2 Postponing individual coaching sessions less than 24 hours before the agreed date is not possible. In such a case, the agreed coaching session will be invoiced.
- 6.3 No costs are charged for the postponement of individual Team Coaching sessions within the Utilisation Period, provided that your request for a postponement is communicated to your coach in text form (usually by e-mail) at least three weeks before the date of the relevant coaching session. In the event individual Team Coaching sessions

- a. are postponed later than three weeks before the start, we will charge 40% of the price of the Team Coaching session.
- b. are postponed later than two weeks before the start, we will charge 60% of the price of the Team Coaching session.
- c. are postponed later than one week before the start, we will charge 85% of the price of the Team Coaching session.
- d. are postponed later than 24 hours before the start, we will charge the full price of the Team Coaching session.

6.4 The consumer's right of withdrawal shall remain unaffected.

### 7. Postponement of Coaching Sessions and Replacement of the Coach by Us

- 7.1 If coaching sessions are cancelled due to important reasons beyond our control (in particular due to illness of the coach), we are entitled to postpone individual coaching sessions at any time. To do so, you shall arrange a new date with the coach for the cancelled coaching session.
- 7.2 In the cases of Article 7.1, we shall also be entitled to propose three new coach profiles and to replace the unavailable coach with an equally qualified person selected by you from those proposals, provided that such replacement is reasonable for you, taking into account your interests, and that the coaching is not fundamentally altered as a result.

### 8. General Information on Coaching

- 8.1 We expressly point out that we do not promise or guarantee any specific outcome of the coaching or the achievement of specific goals, as this depends in particular on your own willingness to implement the goals defined by you and on your cooperation with the coach. Coaching constitutes a neutral process support and guidance. All decisions made during the coaching are taken exclusively by you.
- 8.2 It is also expressly pointed out that the coaching services we offer are exclusively Business Coaching for professional development and do not replace counselling, treatment or therapy by trained specialists such as doctors, psychologists and therapists. You are responsible for your own physical and mental health at all times.

## D. Special Terms and Conditions for E-learning Offers

### 1. Scope of Application

These special terms and conditions **Part D.** shall apply in addition to **Part A.** for e-learning.

### 2. Scope of Services, Changes to the Scope of Services, User Fee

- 2.1 The structure and organisation of the e-learning offers, including their duration, content and participation requirements, are defined in the relevant description on the Website.
- 2.2 The e-learning portfolio includes both e-learning courses that can be booked individually and e-learning courses that can be booked as part of a subscription ("Content Subscription").
- 2.3 With regard to the Content Subscription, we reserve the right to update and develop our course portfolio for legal, technical and editorial reasons. We are authorised to add, change or remove specific content from the course portfolio. Should an e-learning course be removed, the course content will be held available for six months from the notice of removal concerning an e-learning course.
- 2.4 You will be invoiced for the user fee when you book the e-learning course or upon Content Subscription.

### 3. Term and Termination

- 3.1 You have access to individually booked e-learning courses for up to twelve months from the date of booking confirmation. Cancellations or rebookings shall be excluded.
- 3.2 Notwithstanding Article 3.1, the access to the Content Subscription may be used for a period of three months from the date of the booking confirmation, unless a different duration is specified on the Website. The term shall automatically be extended by a further three months unless the Content Subscription is terminated in text form with four weeks' prior notice to the end of respective term.

### 4. Obligations to Cooperate

- 4.1 You shall be responsible for the technical requirements (e.g. up-to-date hardware, operating systems, browsers) that enable you to access the e-learning courses. The minimum requirements correspond to the current status of commercially available hardware and software, including recommended updates or the latest programme versions. We accept no liability for impairments caused by outdated systems.

- 4.2 You may not use any devices, programmes or other means to circumvent or override technical protection measures. In the event of a breach of this provision, we shall be entitled to block your access immediately and to terminate the agreement for cause with immediate effect. Any further rights and claims on our part, in particular claims for damages, shall remain unaffected.

**5. Availability**

E-learning courses are generally available 24 hours a day, seven days a week, with an availability of 98.5% per calendar year.

**6. Warranty**

We warrant, throughout the entire term of the agreement, that the e-learning offers meet the stipulated quality according to the relevant service description. No further quality shall be owed unless expressly guaranteed by us in writing.

Version: July 2026