

General Terms and Conditions of Miss Smarthead GmbH

The translation is used only for our customers to understand. In the event of a dispute, the German version applies exclusively.

Part 1 – Scope of application and applicable law

- **Scope of application**

(1) The following General Terms and Conditions apply to all legal transactions of consumers and entrepreneurs with

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referred to below as the “we” or “us”. The legal transactions can be effected by a messenger service, by e-mail or via the website.

(2) The language available for the conclusion of the contract is exclusively German. Translations in other languages are only for your information. The German text takes precedence over any differences in the use of language.

(3) These General Terms and Conditions (GTC) apply exclusively. Any terms and conditions you use that contradict or deviate from these GTC will not be recognized by us, unless we have expressly agreed to their validity in writing or in text form.

(4) Some products are distributed by us as the “dealer”; in these cases, the GTC of the respective “partner” apply in addition to our GTC. If there are any discrepancies, the GTC of the “partner” take precedence.

- **Applicable law and consumer protection regulations**

(1) The law of the Federal Republic of Germany applies with the exclusion of international private law and the CISG, if

1. you place an order as an entrepreneur;
2. you have your usual residence in Germany; or
3. your usual residence is in a country that is not a member of the European Union.

(2) If you are a consumer within the meaning of Section 13 of the German Civil Code (BGB) and your usual residence is in a member state of the European Union, German law also applies; mandatory provisions of the country in which you have your usual residence remain unaffected by this.

A consumer within the meaning of the following regulations is any natural person who concludes a transaction for purposes that cannot for the most part be assigned to the commercial or independent professional activities of the person. Entrepreneur is any natural

person or legal entity or a partnership with legal capacity that acts in fulfillment of their self-employed professional or **commercial activity** when concluding a legal transaction.

(3) The version of these GTC valid at the time of the order shall apply.

(4) The prices at the time of booking apply.

(5) In the event that certain discount or promotional offers are advertised, they are limited in time or quantity. There is no claim to them.

Part 1 – Conclusion of contract, payment terms, duration of the contracts and vouchers

- **Subject matter of the contract**

(1) The following services (the list is not exhaustive) may be subject matter of the contract:

- Group mentoring
- Mentoring program
- Online courses
- E-Books
- Online-Events/Live Events (hereinafter referred to as event)
- Membership

(2) All offers on the Internet are non-binding and do not constitute a legally binding offer for the conclusion of a contract.

- **Prices, payment terms and due dates**

(1) Our prices are net prices (plus the statutory VAT, indicated for Germany).

(2) An invoice is sent to you by e-mail in the form of a PDF document. The invoice amount is due immediately upon receipt of the invoice and payable to us within 14 days.

(3) We do not know whether the program you purchased from us is recognized as a business expense for tax purposes.

Please clarify this in individual cases with your tax advisor.

(4) Access to the respective offers is made subject to a prior receipt of payment. As soon as we have received your payment, you have a claim from that point in time to our respective service.

(5) The service is only activated once the amount has been credited to our account. As a rule, you then immediately receive your access data to the member area; or the link to generate your access data to the member area.

(6) In some cases, we also offer payment by installments. The total amount may be increased compared to a full payment. We will inform you of this amount in advance. An early termination of an installment agreement is possible by way of early repayment. You have the right to pay the full amount (but then the increased installment amount, if applicable) in part or in total at any time before the expiration of the agreed time.

(7) Interest in the agreed amount (installment amount is usually higher than for a one-time payment) as well as costs for appropriate reminders will be charged for late payments both for the purchase and for the installment purchase. In case of unsuccessful internal dunning, we can hand over the outstanding debt to a lawyer for collection. In this case, you will incur costs for the use of legal representation.

(8) If we have agreed on an installment payment and you do not pay after a reminder in text form and a grace period, we are entitled to terminate the installment payment prematurely and the entire outstanding amount will then become due immediately.

(9) You are not entitled to assert or set off a right of retention against our payment claims; unless it refers to undisputed or titular counterclaims.

(10) If a SEPA direct debit mandate you have granted is terminated without a legal reason, you shall pay the legal costs in addition to the bank fees for return debit notes. In addition, such an act can also have consequences under criminal law.

(11) If you default with payment or delay it, we are entitled to refuse the service or delivery until all due payments have been made. In this case, we are also entitled to withhold, interrupt, delay or completely stop services without being obligated to compensate you for any damage that may arise. These rights shall apply without prejudice to any other contractually agreed or statutory rights and claims of ours.

- **Conclusion of the contract**

5.1 The following applies to bookings made orally, by phone, in writing, by e-mail, SMS, WhatsApp, in a Facebook group or by a messenger service:

(1) We present our offer to you on the web pages or in postings. In some cases, we already give our account data there. This constitutes an offer to you for conclusion of a contract. We have linked our General Terms and Conditions for you there.

(2) You can then accept our offer by transferring the specified amount to our account.

(3) As soon as you send us the transfer slip, you are entitled to the purchased product.

5.2 The following applies to bookings via our online shop:

(1) You'll find our offers under the heading "Online courses."

(2) There you can see what courses are on offer. You can select the desired product and then go to the page of the respective product. On this page, you'll find all information, contents and the price and can select them with one click.

(3) If you have decided to purchase the mentoring program, click on the "Buy" button. Subsequently, you will be redirected to a page of elopage GmbH for the checkout process. There you can select whether you are buying as a private person or a company. Then you enter your e-mail address as well as your first and last name, your address and, as an entrepreneur, the name of your company and your VAT ID number.

On the right, you can choose among different payment options. Please note that in the case of digital products as well as for access to online courses delays may occur with the delivery or in sending the access data – it depends on the payment methods you chose.

The program is set in such a way that the digital product/access to the online course is sent only once the payment has been received. This means that if you decide to pay by prepayment, it may take up to 5 days before you can have our product delivered to you or use an online course.

(5) If you have a voucher code, you can also enter it now.

(6) You have the following payment options: PayPal/credit card/immediate payment/prepayment. Via elopage, you will receive an invoice by e-mail. 100% of the invoice amount is due upon ordering. As soon as your payment or down payment has been received, you are entitled to our respective service. As soon as your payment/down payment has been received, you are entitled to the purchased product or you obtain access to the course.

1. a) PayPal: If you select the payment method of “PayPal” and confirm with “Buy now,” you will be redirected to the login page of PayPal. After successful login, your address and account data stored with PayPal are displayed. Payment is processed via PayPal at their terms and conditions. The provider of the service is PayPal (Europe) S.à r.l.et Cie, S.C.A., 22-24 Boulevard Royal, 2449, Luxembourg (hereinafter: “PayPal”), subject to the PayPal terms of use; can be viewed at: <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>.
2. b) Visa card or MasterCard: By selecting the payment method of “credit card”, you can store your data via a secure connection and complete the order with the “Buy now” button. Then the connection is created to the respective bank.
3. c) By selecting the payment method of “SOFORT,” the payment is processed by the payment service provider SOFORT GmbH, Theresienhöhe 12, 80339 Munich, Germany (hereinafter: “SOFORT”). To be able to pay the invoice amount via “SOFORT,” you must have an online banking account with PIN/TAN procedure that is activated to participate in “SOFORT”; you must prove your identity during the payment process and confirm the payment order to “SOFORT.” Immediately after that, the payment transaction is carried out by “SOFORT,” and your bank account will be debited. You’ll find more detailed information on the “SOFORT” payment method on the Internet at: <https://www.klarna.com/sofort/>.
4. d) Prepayment: By selecting “Prepayment” and clicking on “Buy now”, you will receive an e-mail from us with the transfer data.
5. e) Direct debit: When selecting the SEPA direct debit, you enter your account data and confirm it with the “Buy now” button.

(7) Before completing the order, you give your consent by clicking on the respective boxes

- to the storage and processing of your data
- to the validity of these GTC

You’ll find all texts linked there.

Finally, you click on the “Buy now” button, thus submitting a binding offer to elopage. With this, you offer elopage the conclusion of a purchase contract for the booking.

(8) Immediately after you send it, you will receive a confirmation e-mail from elopage. At this moment, the contract between you and elopage GmbH comes into being.

- **Term of contract and termination**

(1) The term is specified with each product. The group calls depend on the product you booked and are fulfilled according to the specified term.

(2) Termination for cause to which both parties are entitled remains unaffected. The right to termination for cause on our part is given, in particular, if you violate provisions of these GTC with willful intent and/or if you committed forbidden acts intentionally or negligently.

Part 3 – Details on the range of services and cancelation policy

- **Duration of a consultation unit and location of the mentoring**

(1) The mentoring/the event takes place in groups.

(2) The group mentoring ends, depending on the booking, after 4 weeks to 6 months.

(3) In case you have booked a subscription model with us, your subscription runs for one year or monthly with the option that you can cancel every month. If you have an annual subscription, the minimum term is one year. You will find the exact terms and conditions for each program. Also the subscription renewal or cancellation are exactly regulated there.

(4) Unless agreed upon otherwise between the Parties, the mentoring/ the event takes place by Zoom.

(4) The participants are not entitled to be present live in the group calls/ the event. The dates will be communicated in due time. The records are subsequently made available to all. The group call/ the event is not repeated.

- **Scope of services and services not used**

(1) The scope of services of the respective product is based on the mentoring program / the event.

(2) If participants do not make use of all contents of the mentoring program / the event, we reserve the right to charge the entire fee or to retain amounts already paid.

- **Right of withdrawal for consumers**

(1) As a consumer, you have a right of withdrawal in accordance with the instructions in the appendix.

(2) The withdrawal period begins with the conclusion of the contract. The contract is concluded at the moment you receive the confirmation email of the purchase by me. In the case of the purchase of a physical product, the withdrawal period begins when the goods have been delivered to you or a person authorized by you. You can cancel your purchase free of charge within 14 days.

(3) In the case of services, such as coaching, there are the following special features with regard to the right of withdrawal:

- a) If you buy the coaching program and I should start directly or within the 14-day withdrawal period with the service, you waive insofar the right of withdrawal due to you.
- b) I point this out BEFORE you complete your booking/order: "You expressly request that I begin with the service before the end of the cancellation period of 14 days. You therefore waive your right of withdrawal if I provide the service in full. In the event of a partial performance to you (as customer) within the revocation period, I am entitled - even in the event of a revocation - the consideration (payment) for the service rendered."
- (4) If the booking is revoked within 14 days and I have already started with my service in this time, you are only entitled to a pro rata refund of your costs. Services already provided will then be deducted from the refund on a pro rata basis.
- (5) In the case of digital content / products, there are the following special features with regard to the right of withdrawal:
- a) If you purchase a digital product and you are provided with the entire content directly after payment, you waive the right of withdrawal to which you are entitled.
- b) BEFORE completing the order, you declare the waiver of your right of withdrawal: "I hereby waive the right of withdrawal of 14 days to which I am entitled, so that I can directly access the digital content in full".
- c) AFTER the purchase of a digital content is completed, I will confirm the expiration of the right of withdrawal to you in such a way that you can save this statement for yourself so that it is accessible to you at any time.
- (6) If you have not paid a purchase price for my service or the digital content, but have provided me with your personal data, the right of withdrawal expires by law with the start or provision of my service.

Part 4 – Rights and obligations of the customer

- **Access to the coaching program**

- (1) Access to the mentoring program on digital products is personal and non-transferable. Goods are not shipped.
- (2) You will receive the access data to your member area by e-mail. You are entitled to download the digital content to a maximum of 3 different devices.
- (3) The login data sent in the context of registration (user name, password, etc.) must be kept secret by you and not made accessible to unauthorized third parties.
- (4) Make sure only you access and use your user data. In the event that available facts justify the assumption that unauthorized third parties have acquired knowledge of your access data, please notify us without delay so we can block or change it.
- (5) We can block your access temporarily or permanently if specific evidence is on hand that you are violating or have violated these GTC and/or applicable law or if we have any other legitimate significant interest in the blocking. The decision on a blocking is made taking your legitimate interest in consideration.
- (6) A claim to access only exists once payment has been made for the digital product.
- (7) If you have any questions about the use of the purchased services or if the access does not work, you can contact our Support (support@miss-smarthead.com).

- **Right to use the digital content or the documentation from the mentoring program**

(1) You as a customer are allowed to download and/or print audio/video and PDF files as well as other documents only for your own use, provided that this is possible for the course you have purchased. Download and printing of files is only permitted within this framework. In this respect, you as a customer are also allowed to have the printing done with the technical support of third parties (e.g. copy shop). In all other respects, the rights of use to the files and documents are reserved to us. This means that the samples and documents and the knowledge provided is not allowed to be made available to third parties, not free of charge nor for a fee. Nor are the documents intended for purposes of consultation.

(2) Therefore the creation of copies of files or printouts for third parties; passing on or forwarding files or documents to third parties; or any other utilization for other purposes than for one's own study purposes, whether for a fee or free of charge, during and after the end of the course require the express prior written consent of Miss Smarthead.

(3) The brands and logos shown on the documents are protected under the Trademark Act. You as a customer are obligated to use the documents and files accessible to you only within the scope expressly allowed here or by virtue of mandatory statutory provisions, even without the consent of Miss Smarthead, and not to foster unauthorized use by third parties. This also applies after termination of, withdrawal from or cancelation of the participation.

(5) Types of use that remain allowed due to mandatory statutory provisions are naturally excluded from this reservation of consent.

(5) It is prohibited to create recordings of any type of our live videos, group calls or other contents. These contents are solely accessible within the respective program and are not allowed to be stored or used outside of them.

- **Collection, storage and processing of your personal data by us**

(1) To implement and process a booking, we need the following data from you:

- First and last name
- Address
- E-mail address
- In the case of entrepreneurs, also company name and VAT ID number.

Depending on the product, the mandatory fields show the specific data that is required.

(2) In the case of services subject to payment, the information concerning the name, especially the company name, must be correct. The same goes for the address. The invoices are created automatically on the basis of this information. In the event that corrections must be made in this respect, this may result in additional costs, which we will charge in an appropriate amount.

(3) In the event of any change to your personal details, especially if you change your e-mail address, please contact the Support: support@miss-smarthead.

- Collection, storage and processing of your personal data by elopage GmbH

- For the order processing of some of our products, we use the provider “elopage.” You can view the privacy policy of elopage GmbH at:

https://elopage.com/terms?utm_source=acmp_Zendesk&utm_medium=footer&utm_campaign=acmp_register_terms

(2) To implement and process a booking, elopage needs the following data from you:

- First and last name
- Address
- E-mail address
- In the case of entrepreneurs, also company name and VAT ID number.

Depending on the product, the mandatory fields show the specific data that is required.

(3) If you wish to create a customer account, elopage needs from you the information under paragraph 2 as well as a password that you are free to choose.

(4) We use the data you provide without your separate consent solely for the fulfillment and processing of your order(s), e.g. for sending the goods to the address you specified. If payment is made by bank transfer, elopage also needs to use your bank or credit card data for payment processing. Any further use of your personal data for purposes of advertising, market research or for the demand-based design of further offers requires your express consent.

(5) If you want a user account to be set up, elopage stores the data you provided only within the scope of its obligations under tax law and commercial law.

In the event of changes to your personal information, you yourself are responsible for the update. You can make the changes via elopage. To this end, you will either receive a link for purchase confirmation; or contact the Support: e.g. support@elopage.com.

- **Privacy Policy for online meetings, video conferences and webinars via “Zoom” of Miss Smarthead GmbH**

We inform you in the following about the processing of personal data in context with the use of "Zoom".

(1) Purpose of processing

We use the tool "Zoom" to perform online meetings, video conferences and/or webinars (hereinafter: "online meetings"). "Zoom" is a service provided by Zoom Video Communications, Inc. which is based in the USA.

(2) Responsible Person

The data controller for data processing directly related to the conduct of "online meetings" is Miss Smarthead GmbH.

Please Note: If you access the "Zoom" website, the provider of "Zoom" is responsible for data processing. However, accessing the website is only necessary for the use of "Zoom" in order to download the software for the use of "Zoom". You can also use "Zoom" if you enter the

respective meeting ID and, if applicable, further access data for the meeting directly in the "Zoom" app. If you do not want to or cannot use the "Zoom" app, the basic functions can also be used via a browser version, which you can also find on the "Zoom" website.

(3) What data is processed?

During the use of "Zoom", various types of data are processed. The scope of the data also depends on the data you provide before or during your participation in an "online meeting".

The following personal data are processed:

User details: first name, last name, telephone (optional), e-mail address, password (if "single sign-on" is not used), profile picture (optional),

Department (optional)

Meeting metadata: Topic, description (optional), participant IP addresses, device/hardware information.

For recordings (optional): MP4 file of all video, audio and presentation recordings, M4A file of all audio recordings, text file of the online meeting chat.

For dial-in with the telephone: information on the incoming and outgoing call number, country name, start and end time. If necessary, further connection data such as the IP address of the device can be stored.

Text, audio and video data: You may have the option of using the chat, question or query functions in an "online meeting". In this respect, the text entries you make are processed in order to display them in the "online meeting" and, if necessary, to record them. In order to enable the display of video and the playback of audio, the data from the microphone of your terminal device and from any video camera of the terminal device are processed accordingly during the meeting. You can switch off or mute the camera or microphone yourself at any time via the "Zoom" applications.

In order to enter an "online meeting" or to enter the "meeting room", you must at least provide information about your name.

(4) Scope of processing

We use "Zoom" to run "online meetings". If we want to record "online meetings", we will transparently inform you in advance and - if necessary - ask for your consent. The fact of the recording will also be notified to you in the "Zoom" app.

If it is necessary for the purposes of recording the results of an online meeting, we will record the chat content. However, this will not normally be the case.

In the case of webinars, we may also process questions asked by webinar audience members for the purposes of recording and following up webinars.

If you are a registered user of Zoom, reports of online meetings (meeting metadata, telephone dial-in data, questions and answers in webinars, survey function in webinars) may be stored on Zoom for up to one month.

Automated decision-making within the meaning of Art. 22 DSGVO is not used.

(5) Legal basis for data processing

If personal data of customers of Miss Smarthead GmbH is processed, the legal basis for the data processing when conducting "online meetings" is Art. 6 para. 1 lit. b) DSGVO, if the meetings are implemented in the context of contractual relationships.

If there is no contractual relationship, the legal basis is Art. 6 para. 1 lit. f) DSGVO. Here too, our interest is in the effective conduct of "online meetings".

(6) Recipients / passing on of data

Personal data processed in connection with participation in "online meetings" will not be disclosed to third parties unless it is intended for disclosure. Please note that the content of online meetings, as well as face-to-face meetings, is often used to communicate information with customers, interested parties or third parties and is therefore intended to be passed on.

Other recipients: The provider of "Zoom" necessarily obtains knowledge of the above data to the extent provided for in our order processing agreement with "Zoom".

(7) Data processing outside the European Union

"Zoom" is a service provided by a provider from the USA. A processing of personal data therefore also takes place in a third country. We have concluded an order processing agreement with the provider of "Zoom" that complies with the requirements of Art. 28 DSGVO.

An appropriate level of data protection is guaranteed on the one hand by the conclusion of the so-called EU standard contractual clauses. As a supplementary protective measure, we have also configured Zoom in such a way that only data centers in the EU, the EEA, or secure third countries such as Canada or Japan are used to conduct online meetings.

(8) Data protection officer

We have a data protection officer named.

You can contact her as following: Miss Smarthead GmbH, Jasmin Lieffering, e-mail: datenschutz@miss-smarthead.com

(9) Your rights as a data subject

You have the right to obtain information about the personal data concerning you. You can contact us for information at any time.

In the case of a request for information that is not submitted in text form, we ask for your cooperation in that we may require proof from you that you are the person you claim to be.

You also have a right to rectification or erasure or to restriction of processing, insofar as you are entitled to this by law.

Finally, you have a right to object to processing within the scope of the law.

You also have the right to data portability within the framework of data protection law.

(10) Delete data

We delete personal data when there is no need for further storage. A requirement may exist in particular if the data is still needed in order to fulfill contractual services, to check and grant or defend against warranty and, if applicable, guarantee claims. In the case of statutory retention obligations, deletion will only be considered after expiry of the respective retention obligation.

(11) Right of complaint to a regulatory authority

You have the right to complain about the processing of personal data by us to a supervisory authority for data protection.

Changes to this privacy policy

We revise this privacy policy in the event of changes in data processing or other occasions that make this necessary. You will always find the current version on this website.

Status: 31.05.2021

- **Your own provision of suitable IT infrastructure and software**

As a participant, you are responsible, at your own expense and your own risk, for providing and guaranteeing Internet access (hardware, telecommunications connections, etc.) and other technical equipment and software required for the use of online offers of Miss Smarthead (in particular, Web browser and PDF program, e.g. Acrobat Reader®, Zoom).

We also offer a Facebook group for communication. If you want to use this group, you need a Facebook account. This group constitutes an additional service by us and is not an integral part of the program.

- **General information on the mentoring program by Miss Smarthead**

(1) The coaching program / the usage of the E-Book/ the participation on the event is based on cooperation.

(2) Participation in the coaching program / the usage of the E-Book/ the participation on the event requires a willingness to learn on your own responsibility. We cannot promise any definite success for these processes. We only come along with you and support you during the process, provide help, samples and instructions. You alone are responsible for the implementation and for making decisions.

(3) You are fully responsible for your physical and mental health both during the session and between the dates. All measures you may take as a result of the coaching program are your

own responsibility. If you have been diagnosed with any mental illness, you should ask your physician whether coaching makes sense. We reserve the right to discontinue the coaching in such cases.

- **Live Events**

- (1) The events take place in a rented Location.
- (2) Depending on the type of event, there is also a minimum or maximum number of participants.
- (3) Participation is always at your own risk.
- (4) We cannot accept any liability for valuables brought along.
- (5) You are obliged to cooperate in the event of service disruptions within the framework of the statutory provisions, to avoid possible damage or to keep it low. In particular, we ask you to notify us of any complaints immediately. If you culpably fail to report a defect, you forfeit your right to a reduction in the participation price.
- (6) Events are never without a residual risk. You are only insured against an accident and rescue within the framework of your own accident insurance.
- (7) The prices do not include travel costs or expenses for food and accommodation.

- **Know-how protection and non-disclosure**

- (1) You are aware of the fact that all information you receive during our collaboration about the way in which we provide services (ideas, designs and operational experience developed by Miss Smarthead [know-how]), which must be kept secret due to statutory provisions or by their very nature, is subject to business secrecy. For this reason, you undertake to protect the business secret and keep the above information confidential.
- (2) Within the framework of a reference, agreed upon in writing, you are entitled to speak/write about the way in which you collaborated with us.
- (3) The non-disclosure obligation shall continue beyond the end of the collaboration of the Parties.
- (4) The following information is not affected by non-disclosure:
 - information already known before the obligation to confidentiality took effect;
 - information that was developed independently of us;
 - information that was publicly available at the time of receipt of the information or was made publicly available afterward without the Contractor being at fault.
- (5) A reasonable contractual penalty shall be due for any breach of the non-disclosure obligation.

Part 5 – Secrecy and liability

- **Secrecy of both Parties**

(1) We undertake to keep silent about all confidential information of yours during the mentoring program and after its end.

(2) You are obligated to keep silent on all confidential information of which you gain knowledge over the course of the collaboration and use it in connection with third parties only upon written agreement with us. This also applies to all documents you receive or to which you have access as part of the mentoring program.

- **Liability for content**

(1) In the online programs / E-Books/ at the events, we show samples and/or options for action and give general recommendations for action, where relevant. You alone are responsible for the implementation and for making decisions.

(2) All files and documents we issue are samples that you need to adapt to your needs. We do not assume any liability for the completeness and up-to-datedness of the samples.

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

(4) We are not liable for any content that was created by one of our partners.

- **Limitation of liability**

(1) We are liable for willful intent and gross negligence. Furthermore, we are liable for the negligent breach of obligations, whose fulfillment makes the proper implementation of the contract possible in the first place, whose breach endangers the achievement of the contractual purpose and upon whose fulfillment you can normally rely. In the last case, however, we shall only be liable for the foreseeable damage typical of the contract. We are not liable for the slightly negligent breach of obligations other than those described above. The above exclusions of liability do not apply to injury to life and limb. Liability according to product liability law remains unaffected.

(2) The data communication over the Internet cannot be guaranteed, in accordance with the current state of the art, to be error-free and/or to be available at all times. In this respect, we are not liable for the continuous and uninterrupted availability of the offer. We announce regular maintenance intervals.

(3) All of the aforementioned limitations of liability also apply to our sub-contractors.

- **Force majeure**

Force majeure is an event that comes from the outside, is not connected in any way to operations and cannot be averted, even if the utmost care that can reasonably be expected is applied. Force majeure can be assumed in the event of natural disasters (floods, earthquakes, storm, hurricane, fire, political events [wars, civil wars]) and other events such as epidemics, pandemics, orders by authorities or state governments concerning illnesses and quarantine measures.

The lists are not exhaustive. Events that are comparable to those listed in paragraph 1 are also covered by the concept of force majeure.

(2) The Party that learns first of the event shall inform the other Party of it without delay.

(3) In the event of force majeure as defined in paragraph 1, the Parties agree that the contractual services will be suspended, initially for the duration of the impediment. This means, the services of both Parties are discontinued for the time being. Fees paid in advance for consultations, events, courses, E-Books etc., remain with Miss Smarthead GmbH for this period of time. If you still have to make payments, you still have to pay for services already provided. For services not yet provided, you can suspend payment for the time the contract has been suspended.

After the end of the unforeseeable event, the contract will be resumed.

Each Party shall bear any further possible damage for itself.

(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.

Services already provided by Miss Smarthead GmbH must be paid by you. Fees paid in advance must be reimbursed by Miss Smarthead GmbH. If you have made a payment for a guaranteed place in one of our events/courses, this fee will not be reimbursed since the service of guaranteeing a place to you was rendered; so the fee is due regardless of whether the event/course takes place or not. Of course, any further fees, ticket fee, online course fee, etc., will be refunded to you. In the case of such a termination, each Party shall bear further losses (e.g. hotel bookings, flight bookings, etc.) on its own.

(5) If the event lasts longer than 18 months, the contract shall be terminated. In this case, Miss Smarthead GmbH draws up a final invoice. This invoice lists the services of Miss Smarthead GmbH and all payments you have made. In the event that you still have to make payments for services already provided, these payments must be made within 14 days after receipt of the final invoice.

If there is a credit in your favor, it will be paid to you within 14 days after the final invoice has been sent. The final invoice can be sent as a PDF attachment by e-mail. Further claims due to force majeure are excluded. Each Party bears damages it incurs on its own.

Part 6 – Final provisions and place of jurisdiction

- **Change to these GTC**

These GTC may be changed if there is a factual reason for the change. Such reasons can be, for example, amendments to laws, changes in case law or changes in the economic situation. We will inform you in good time about the planned changes. After receipt of this information, you have 14-day right of withdrawal. After this period, you have accepted the changes.

- **Final provisions**

(1) The Terms and Conditions set forth herein are complete and final. Amendments and supplements to these Terms and Conditions should be made in writing in order to avoid ambiguities or disputes between the Parties about the respective agreed content of the contract; e-mail (text form) is sufficient.

(2) If you as a consumer had habitual residence in Germany at the point of conclusion of contract; or if you have moved your habitual residence from Germany at the point in time at which we take legal action; or if your habitual residence is unknown at this point in time; the place of jurisdiction for all disputes is the headquarters of Miss Smarthead GmbH in

Bayreuth. For entrepreneurs, the place of jurisdiction for all disputes is the headquarters of Miss Smarthead GmbH in Bayreuth.

(3) We hereby point out that, in addition to recourse to the courts, you also have the possibility of an out-of-court settlement of disputes pursuant to Regulation (EU) no. 524/2013. For details, see Regulation (EU) no. 524/2013 and on the Internet at: We do not take part in the dispute settlement procedure.

(4) If individual provisions of this contract are or become invalid, the remainder of the contract shall remain unaffected by it. In this case, the scope of services agreed in the arrangement must be adapted to the legally permissible extent.

Version: 5

Status: April 2023

Appendix 1:

Consumer information and notification of right of withdrawal

(1) The language available for the conclusion of contract is exclusively German.

(2) The presentation of our services on the website does not constitute a binding offer. It is a binding offer under Section 145 of the German Commercial only once you have booked a service. In case you accept the offer, we will send you, or elopage will send you, a booking confirmation by e-mail. With this, the contract for the mentoring program / the E-Book/ the event is concluded.

(3) The prices stated by us are net prices plus taxes (for Germany).

(4) The data required for the implementation of the contract between you and us is stored by us and is accessible to you at all times. In this context, we refer to the regulations in our privacy policy on our website.

(5) As a consumer, you have a right of withdrawal in accordance with the following **notification** –

NOTIFICATION OF RIGHT OF WITHDRAWAL

Consumer information and cancellation policy

(1) The language available for the conclusion of the contract is exclusively German.

(2) The presentation of my services on the website does not represent a binding offer on my part. Only the booking of a service by you is a binding offer according to § 145 BGB. In case of acceptance of this offer, I will send you a booking confirmation by e-mail. This concludes the contract about the booking.

(3) Please note that I sell some of my products through elopage. In this case, elopage handles the sale and payment. Your revocation can be declared to elopage as well as to me.

(4) The prices I quote are gross prices including taxes (for Germany).

(5) The data required for the execution of the contract between you and me will be stored by me and are accessible to you at any time. In this respect, I refer to the regulation of the

privacy policy on my website.

(6) As a consumer, you have a right of withdrawal according to the following instruction -

Cancellation policy

Right of withdrawal

As a consumer you have the right to cancel the contract within fourteen days without giving any reason.

You do not have a right of withdrawal if you have expressly agreed in your booking that I should begin before the end of the withdrawal period with the execution of the service and this service has been provided in full. If I have partially performed the service, you no longer have a right of withdrawal.

In the case of digital content, you lose your right of withdrawal if you have agreed to receive immediate access to the entire content.

Start of the period when booking a coaching session

The cancellation period is fourteen days from the day of the conclusion of the contract. The contract is concluded on the day you receive a confirmation email from me after a successful booking or - in case of a booking via my online store - you receive a confirmation email from elopage after a successful booking.

To exercise your right of withdrawal you have to contact me at

Miss Smarthead GmbH
Address Bamberger Straße 24
95488 Eckersdorf

or to

phone: +49 (0)179 2969944

e-mail: support@miss-smarthead.com

by means of a clear statement (eg a letter sent by mail or e-mail) about your decision to revoke this contract.

If you have booked through my third party provider elopage, you also have the option to send elopage to

Elopage GmbH
Kurfürstendamm 208
10719 Berlin

or

phone: +49 30 398 20 46 50

E-mail: help.elopage.com

by means of a clear declaration (e.g. a letter sent by mail or e-mail) about your decision to revoke this contract.

You can use the attached sample revocation template, which is not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you revoke this contract, I have to refund all payments I have received from you at the latest within fourteen days from the day on which the notification of your revocation of this contract has been received by me or - in case of a booking via my online store - by elopage. For this repayment, I will use the same means of payment that you used for the original transaction.

If you made the payment as a bank transfer, please tell me your account details, because I can only see part of your account details on the bank statement.

If you have agreed that I should already begin with the performance before the expiry of the 14-day revocation period, then you also have to provide me with the consideration (fee) for these services and in this respect no refund claim.

Appendix 2:

SAMPLE WITHDRAWAL FORM

Sample of the withdrawal form according to

Appendix 2 regarding Article 246a Section 1 (2) (1) (1) and Section 2 (2) (2) Introductory Law to the German Civil Code (EGBGB)

Miss Smarthead GmbH
Managing Director Kathrin Weishäupl
Bamberger Straße 24
95488 Eckersdorf, Germany
Phone +49(0)179 2969944
E-mail: support@miss-smarthead.com

Hereby I (we) withdraw from the contract I (we) concluded for the booking of the coaching program/E-Book/event (description so that it can be clearly determined to which booking the withdrawal refers)

- booked on: (*). . . . /
- Confirmation e-mail received on: (*)
- Name of the consumer(s):
- Address of the consumer(s):
- Account details for the refund
- Signature of the consumer(s) (only for communication on paper)

Date

(* Please delete where inapplicable)

