

# **General Terms and Conditions and Right of Cancellation for Consumers 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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**[www.miss-smarthead.com](http://www.miss-smarthead.com)**

referred to below as the “we” or “us”. The legal transactions can be effected 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 2 – 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 deposit/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 in installments. The total amount may be higher compared to full payment. We will inform you of this amount in advance. Early termination of an installment payment 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 full at any time before the end of the agreed period.

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

(8) If we have agreed to payment in installments and you fail to 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 shall 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 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**

**You can contact us by email, via Instagram Messenger or via our website:**

Please note that we sell some of our products in someone else's name and others in our own name. In both cases, the sale takes place via our store provider ablefy.

When purchasing in the name of a third party, your contractual partner is our store provider ablefy.

This means that you settle all contractual matters via the store provider. If you have any questions about the product, please continue to contact us.

When purchasing in your own name, we are your contractual partner and you settle all matters concerning the purchased product through us.

Pay attention to who you receive the purchase confirmation e-mail from!

## **1 When booking via our website or our shop provider, the following applies**

You book a product with us by following the steps below:

(1) You can find our offers on our website.

(2) If you click on the respective product, a new page will open where you can see the content and price of the product.

(3) If you have decided to buy the product, click on the buy button.

Subsequently, you will be redirected to a page of ablefy 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.

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

(5) You have the following payment options: PayPal/credit card/prepayment. Via ablefy, 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. d) Prepayment: By selecting “Prepayment” and clicking on “Buy now”, you will receive an e-mail from us with the transfer data.

(6) 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 ablefy. With this, you offer ablefy the conclusion of a purchase contract for the booking.

### **1.1 When booking via our shop provider in the name of a third party, the following applies:**

Finally, you click on the button ‘Order with obligation to pay’ and thereby submit a binding offer to ablefy. In doing so, you are offering to conclude a contract with ablefy via the programme.

You will receive a confirmation email from ablefy immediately after submitting your offer. At this moment a contract is concluded between you and ablefy.

## **1.2 When booking via our shop provider in your own name, the following applies:**

Finally, you click on the 'Buy now' button and submit a binding offer to us. In doing so, you are offering us the conclusion of a contract for the programme.

You will receive a confirmation email from us immediately after submitting your offer. At this moment a contract is concluded between us.

## **2 Booking our Membership**

(1) On our website you will find the Membership 'The Cosmos Club'.

(2) If you click on the purchase button, you will be taken to the Membership page. There you will find all the information, content and price and can select the membership with the next click.

(3) If you have decided to purchase a place in the Membership, then click on the 'Join the club' button.

(4) You will then be redirected to a page of the ablefy for the purchase process. There you can select whether you are buying as a private individual or a company and then enter your e-mail address and your first and last name, as well as your address and, if you are a company, your company name and VAT ID number.

You can choose between the different payment options. Please note that if you pay in advance, there may be delays in delivery by e-mail or in sending the access data.

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

(6) You can pay by PayPal/credit card/pre-payment. You will receive an invoice from us by e-mail.

100% of the invoice amount is due when the order is placed.

As soon as your payment or down payment has been received, you are entitled to our corresponding consideration. As soon as your payment/deposit has been received, you are entitled to the purchased product or you will receive 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. d) Prepayment: By selecting “Prepayment” and clicking on “Buy now”, you will receive an e-mail from us with the transfer data.

(7) Before completing the order, you give your consent to the storage

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

You will find all texts linked there.

You must also agree to waive your right of cancellation. Before concluding the contract, you will be informed that the Cosmos Club is provided by the provider mighty networks.

Finally, you click on the ‘Buy now’ button and submit a binding offer to us. In doing so, you are offering to conclude a contract with us.

(8) After the purchase, you confirm to us again that you agree to the use of mighty networks and then receive the link from us to this provider through which we offer ‘The Cosmos Club’. You can find the privacy policy of mighty networks here:

<https://www.mightynetworks.com/privacy-policy>

### **3 Booking special programs**

(1) We advertise special programs by e-mail or in our newsletter. If you are interested in participating, please send us an e-mail. You will receive a link from us that will take you to a form on our website, which you fill out and send to us. Here you will find these terms and conditions and the revocation policy as well as the reference to our privacy policy.

(2) You will then receive a confirmation email from us with our bank details. You then transfer the corresponding amount to our business account.

(3) As soon as your payment has been received, you are entitled to the product.

#### **• 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 we should start directly or within the 14-day withdrawal period with the service, you waive insofar the right of withdrawal due to you.

b) We point this out BEFORE you complete your booking/order: "You expressly request that we begin with the service before the end of the cancellation period of 14 days. You therefore waive your right of withdrawal if we provide the service in full. In the event of a partial performance to you (as customer) within the revocation period, we are 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 we have already started with our 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, we 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 our 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.

- **Term of contract and termination**

(1) The respective term of our contract depends on the programme booked. As a rule, the contract ends automatically upon fulfilment. This means that you have paid our entire fee and we have provided the corresponding service in return.

(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 wilful 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. If you have purchased an annual programme, this ends automatically after one year.

(3) 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 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.

#### **Part 4 – Rights and obligations of the customer**

- **Access to the programmes**

(1) Access to the mentoring program or 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](mailto:support@miss-smarthead).

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

(1) For the order processing of some of our products, we use the provider "ablefy." You can view the privacy policy of ablefy GmbH at:

[https://ablefy.com/terms?utm\\_source=acmp\\_Zendesk&utm\\_medium=footer&utm\\_campaign=acmp\\_register\\_terms](https://ablefy.com/terms?utm_source=acmp_Zendesk&utm_medium=footer&utm_campaign=acmp_register_terms)

(2) To implement and process a booking, ablefy 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, ablefy 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, ablefy 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, ablefy stores the data you provided only within the scope of its obligations under tax law and commercial law.

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

#### • **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 mighty networks group for communication. If you would like to take advantage of this, you will need a mighty networks account. This group is an additional service from us and not a fixed part of the programme.

#### • **General information on the mentoring program by Miss Smarthead**

(1) Our programs are based on cooperation.

(2) Participation in the coaching program 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 own physical and mental health during the programmes. Any measures you may take as a result of the programmes are your own responsibility. If you have a mental illness or have been diagnosed by a doctor, please ask your doctor whether it makes sense to continue the programme. We reserve the right to discontinue the programme 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**

(1) Force majeure shall be given if there is an external event that has no operational connection and cannot be averted even with the utmost care that could reasonably be expected. Force majeure is to be assumed in the event of natural disasters (floods, earthquakes, natural disasters, storms, hurricanes, fire, political events (wars, civil wars), as well as other events such as epidemics, pandemics, diseases and quarantine orders by authorities, countries and states.

The list is not exhaustive; events comparable to those mentioned in paragraph 1 also fall under the term force majeure.

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

(3) If, due to the event, it is no longer possible to perform our services online, we agree in the event of force majeure within the meaning of paragraph 1 that the contractual services shall initially be suspended for the duration of the hindrance. This means that the services of both parties will be suspended for the time being. Fees already paid in advance shall remain with us for this period. If payments still have to be made by you, the payments for services already rendered are still to be made by you. For services not yet provided, you can pause payment for the period of the contract suspension.

As soon as it is possible to perform our services online, the contract will be resumed.

Any further possible damages shall be borne by each party.

(4) If the event lasts longer than 12 months and it is not possible to perform our services online, we are both entitled to terminate the contract in text form with a notice period of 3 weeks to the end of the month. The services already rendered by us are to be paid by you. Fees paid in advance are to be refunded by us. If you have made a payment to secure you a guaranteed place in one of our events/courses, this fee will not be refunded, as the consideration for securing you a place was provided by us and is incurred regardless of whether the event/course takes place or not. The additional ticket fee, online course fee etc. will of course be refunded to you. Even in the event of this cancellation, each party shall bear any further damages (e.g. hotel bookings, flight bookings etc.) themselves.

(5) In the event that the event lasts longer than 18 months and it is not possible to perform our service online, the contract will be cancelled. We will then issue a final invoice. This statement will list the services we have provided and the payments you have made. In the event that you still have to make payments for services already rendered, these must be paid within 14 days of receipt of the final invoice.

If there is a credit note in your favour, this will be paid to you within 14 days of the final invoice being sent. The final invoice can be sent as a PDF attachment by e-mail. Further claims due to force majeure are excluded. Each party is responsible for any damages incurred by you.

## **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.

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## **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 ablefy will send you, a booking confirmation by e-mail. With this, the contract for the program 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, we will send you a booking confirmation by e-mail. This concludes the contract about the booking.
- (3) Please note that we sell some of our products through ablefy. In this case, ablefy handles the sale and payment. Your revocation can be declared to ablefy as well as to us.
- (4) The prices we quote are gross prices including taxes (for Germany).
- (5) The data required for the execution of the contract between you and us will be stored by us and are accessible to you at any time. In this respect, we 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 we should begin before the end of the withdrawal period with the execution of the service and this service has been provided in full. If we 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 ablefy after a successful booking.

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

**Miss Smarthead GmbH  
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 ablefy, you also have the option to send ablefy to

**Ablefy GmbH  
Kurfürstendamm 208  
10719 Berlin**

or

**phone: +49 30 398 20 46 50**

**E-mail: help.ablefy.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, we have to refund all payments we 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 us or - in case of a booking via my online store - by ablefy. For this repayment, we 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 us your account details, because we can only see part of your account details on the bank statement.

If you have agreed that we should already begin with the performance before the expiry of the 14-day revocation period, then you also have to provide us 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**