

# General Terms and Conditions of Matching Fusion

These terms and conditions apply to the use of the service and access to this website matchingfusion.com, and any other related agreement or legal relationship with the provider in a legally binding manner. Defined terms are listed in the corresponding section of this document.

Users are requested to read this document carefully.

This website is offered by:

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## **Key facts at a glance**

The right of withdrawal is only available to European consumers.

# 1. Terms of Use

Unless otherwise stated, access to this website is subject to the terms and conditions set out in this section. Individual or additional conditions of use or access may apply under certain circumstances and in such cases are expressly named in this document. By using the service, users confirm that they meet the following conditions: Users can be consumers or business customers.

## **Content available through this website**

Unless otherwise stated or clearly recognizable, all content available on this website is the property of the provider and is provided by the provider or its licensors.

The provider makes every effort to ensure that the content provided on this website does not violate applicable legal provisions or the rights of third parties. However, it is not always possible to achieve this result. In such cases, users are asked to preferably address their complaint to the contact details given in this document. The right to enforce any claims (apart from) in court remains unaffected.

## **Rights to the content available on this website**

All rights to the content are reserved to the provider.

Users may only use the content to the extent that this is necessary or - even implicitly - intended for the proper use of the service.

In particular, users are not permitted to reproduce, download, distribute, edit, translate, change, redesign, publish, transfer to or to third parties, sell or license the content beyond the limits defined below, as well as to enable third parties - even without the knowledge of the user - to carry out said actions via their own device.

Insofar as this is expressly indicated on this website, the user may download, reproduce and / or distribute selected content available on this website for personal and non-commercial purposes only, provided that the copyright notices and any other notices requested by the provider are correctly attached. Legal restrictions or exceptions remain unaffected.

## **Access to external resources**

Users may be able to access external resources provided by third parties through this website. The users acknowledge and accept that the provider has no control over such resources and is therefore not responsible for their content and availability. The conditions under which such resources provided by third parties are available and under which rights of use to such content may be granted arise from the contractual provisions of each third party or, alternatively, from the applicable statutory provisions.

## **Permitted use**

This website and the service may only be used as intended and in accordance with these terms and conditions and the applicable statutory provisions. Users are responsible for ensuring that their access to this website and / or their use of the service does not violate any statutory provisions, ordinances or rights of third parties.

Therefore, the provider reserves the right to take all appropriate measures to protect its legitimate interests, such as. B. To deny users access to this website or the service, to terminate contracts, to report objectionable actions taking place via this website or the service to the competent authorities - such as judicial or administrative authorities - provided that users can be shown or presumably:

violate statutory provisions, ordinances or these terms and conditions; or violate the rights of third parties; or significantly affect the legitimate interests of the provider; or insult the provider or a third party.

## **2. Scope**

For the business relationship between Matching Fusion (hereinafter "Organizer") and the customer (hereinafter "Customer"), the following General Terms and Conditions apply exclusively in the version valid at the time of the order.

Deviating conditions of the customer are not recognized unless the organizer expressly agrees to their validity.

## **3. Offers and description of services**

### **Paid products**

Some of the products available through this website as part of the service are chargeable.

Prices, terms and other conditions applicable to the purchase of such products are described below. For the rest, reference is made to this website and to the sections provided for it.

### **Product description**

Prices, descriptions and availability of the products can be viewed in the relevant areas on this website and are subject to change without notice.

Although products are presented on this website with the greatest possible technical care, representations of any kind (including graphic forms of representation, images, colors, sounds) are for reference only and do not represent any guarantee with regard to the properties of the product purchased.

The characteristics of the selected product will be explained during the purchase process.

The presentation of the products in the website descriptions does not represent a legally binding offer, but an invitation to place an order.

Service descriptions in the flyer and on the website of the organizer do not have the character of an assurance or guarantee.

All offers apply "as long as there are places available", unless otherwise noted.

Incidentally, errors remain reserved.

## **4. Order process and conclusion of contract**

### **Purchase process**

All steps from selecting a product to placing the order are part of the buying process. The purchase process consists of the following steps:

The user selects the desired product from the range and checks his own product selection. After checking the details of the product selection, the user can place the order by sending it to the provider.

### **Placing the order**

When the user places an order, the following applies:

The contract is concluded when the order is placed. Submitting the order therefore creates the obligation for the user to pay the price, taxes and any other fees and expenses in accordance with the information on the order page. If the purchased product requires the active input of information, such as personal information or data, specifications or special requests, placing the order creates an obligation on the part of the user to cooperate accordingly. After placing the order, users receive a confirmation of receipt.

All notifications in connection with the described purchase process will be sent to the email address provided by the user for this purpose.

### **Retention of title**

The ordered products do not become the property of the user until payment of the entire purchase price has been received by the provider.

### **Maintenance of usage rights**

The users do not acquire any rights of use to the purchased product until the payment of the entire purchase price has been received by the provider. und Vertragsabschluss.

## **5. Prices**

During the purchase process and before placing the order, users are informed of all fees, taxes and costs (including any shipping costs) to be borne by them.

The prices are displayed on this website as follows:

either exclusive or inclusive of all fees, taxes and costs, depending on which section the user is currently in.

## **6. Payment methods**

Information on the payment methods accepted will be provided during the purchase process.

Some payment methods may only be available with additional terms or fees. In these cases, you can find the relevant information in the relevant section of the service (this website).

Payment methods that are processed by the provider themselves are marked accordingly. In this case, the provider collects and stores the data required for payment processing and the fulfillment of the associated legal obligations. The user can read the privacy policy of the service (this website) to find out more about data processing and their rights with regard to their own data.

Other payment methods - if available - are managed via third-party services. In such cases, this website does not collect any payment data - e.g. B. credit card details - but only receives a message from the third-party service provider concerned as soon as the payment has been successfully carried out. If third-party providers are commissioned to process payments, their general terms and conditions apply.

If the payment fails through the available methods, the supplier is under no obligation to fulfill the order. Any costs or fees resulting from the failed or refused payment are to be borne by the user.

## **7. Availability**

If the places ordered are not available, the organizer can withdraw from the contract. In this case, the organizer will inform the customer immediately and reimburse the customer for any consideration provided.

## **8. Delivery**

Deliveries are made to the address given by the user and in the manner listed in the order overview.

Upon delivery, the user must check the contents of the delivery and report any discrepancies immediately using the contact details provided in this document or as described on the delivery note. Users can refuse to accept the package if it is visibly damaged.

This website describes in the relevant section the countries or territories to which the goods will be delivered. This website also describes the relevant delivery times or, alternatively, these can be set during the purchase process.

### **Unsuccessful delivery**

The provider or seller is not liable for delivery errors due to inaccuracies or incompleteness in the execution of the order by the user, nor for damage or delays after delivery to the carrier, if this has been commissioned by the user. If the goods have not been received at the specified time or have not been picked up within the specified period, the goods will be returned to the provider or the respective seller. In this case, the provider or the respective seller will contact the user to arrange a second delivery attempt or to discuss the further course of action.

Unless otherwise agreed, the user bears the costs for each further delivery attempt from the second delivery attempt.

### **Provision of digital content**

Unless otherwise stated, digital content purchased through this website will be downloaded to the devices selected by the users.

The users acknowledge and accept that the device (s) intended for downloading and / or using the product and the respective software (including the operating systems) must be legal, generally used, up-to-date and comply with current market standards have to.

The users acknowledge and accept that the possibility of downloading the purchased product may be limited in time and space.

### **Provision of services**

The purchased service must be provided or made available within the deadline specified on this website or as communicated before the order is placed.

## **9. Cancellation of events**

Events also take place in unfavorable weather conditions, provided that appropriate safety precautions can be taken.

If the required minimum number of participants is not reached or if there are other reasons for canceling the event, the customer will receive a written rejection. If the event is canceled, e.g. because a teacher suddenly falls ill, the organizer will notify the customer as soon as possible. This does not result in any further claims. In particular, there is no entitlement to be taught by a specific teacher. If an event is canceled, fees already paid by the customer will be transferred back.

For events in seminar houses, the accommodation and meals are charged separately, depending on the time of the cancellation, cancellation fees are incurred, or costs for accommodation and meals already paid can only be partially repaid or not at all. More detailed information on this can be found in the general terms and conditions of the respective seminar company.

## **10. Cancellation of events due to force majeure**

In the event of an event being canceled due to force majeure, course fees are due in full.

In the event of force majeure, the customer must clarify directly with the seminar company concerned whether the costs for accommodation and meals at other seminar locations are waived or reduced.

The event in question will be rescheduled for a new date at a later date.

In particular, events will be canceled due to force majeure in the following cases:

If authorities impose requirements in this regard, the consequence of which is (even partially) restrictions on the movement of people and / or animals (e.g. quarantine, ban on entering certain regions, etc.) and / or

If events are postponed, postponed or canceled due to an official order and / or

When travel restrictions, bans, or related warnings are issued by the authorities.

Authorities within the meaning of this clause include any type of authority, regardless of whether it is international, national, municipal or otherwise local (e.g. health authorities, interior ministries, foreign office, etc.)

## **11. Withdrawal and cancellation conditions**

A registration is binding if we have received it in writing, by post, by email or via our online booking system (e.g. Eventbrite).

The following applies to one-off workshops and individual events: If you withdraw up to ten days before the start of the course, we charge 50% of the course fee as a cancellation fee, and we reimburse 50% of the course fee using the same payment method as the original payment. If the withdrawal takes place less than ten days before the start of the course, there will be no repayment;

For events that consist of a series of dates, such as mastermind groups, leadership programs, training courses, etc., the following applies: If you withdraw up to one month before the training course begins, we charge a processing fee of 100 euros. If you withdraw up to ten days before the start of the course, we charge 20% of the training fee as a cancellation fee, 80% will be reimbursed. If the cancellation is made less than

ten days before the start of the further training course, there will be no reimbursement, but the course fee is due in full.

Regulations regarding any costs for accommodation and meals must be clarified separately with the respective seminar house in each case.

### **Partial participation**

For participation in further training courses that take place on several dates, the course fee is always charged in full, even if only part of the included events can be attended. If individual blocks are canceled or postponed in the course of further training courses, there is also no entitlement to reimbursement of a proportionate course fee.

### **Force majeure**

These regulations also apply expressly in the event of force majeure, for example in the case of warnings, recommendations, requirements or bans by local, municipal, national or international (health and other) authorities, the consequence of which is (even partial) restrictions on movement, travel bans and / or others are do's and don'ts affecting participation.

### **Right of withdrawal**

**You have the right to withdraw from this contract without giving any reason. In order to exercise your right of withdrawal, you must inform Matching Fusion of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post or email). You can use the attached model withdrawal form for this purpose, but this is not mandatory. Unless there are exceptions, the user can conclude the contract within the period specified below (usually 14 days).**

**According to EU law, European consumers have a statutory right of withdrawal for contracts that are concluded online (distance contracts). You can revoke the contract within the period applicable to your case for any reason and without justification. This right of withdrawal applies, provided no exceptions are listed below.**

**For users who are not acting as European consumers, the rights set out in this section do not apply.**

**In order to exercise his right of withdrawal, the user must send the provider an unambiguous declaration from which his decision to withdraw. For this purpose, users can use the model withdrawal form that they can find in the "Definitions" section of this document. However, the users are free to express their decision to withdraw their consent by means of an unambiguous declaration in a different, suitable manner. In order to meet the deadline for exercising this right, the user must submit the declaration of revocation before the revocation period has expired.**

### **When does the withdrawal period expire?**

**When purchasing a service, the withdrawal period ends 14 days after the conclusion of the contract, unless the user has waived the right of withdrawal.**

**When purchasing digital content that is not provided on a physical data carrier, the withdrawal period ends 14 days after the day the contract was concluded, unless the user has waived the right of withdrawal.**

## Effects of withdrawal

**Users who duly cancel a contract will be reimbursed for all payments made to the provider, including delivery costs, if applicable. However, the provider is not obliged to reimburse additional costs if the user has opted for a different type of delivery than the cheapest standard delivery offered by the provider. The refund will be made immediately, but no later than 14 days after the day on which the provider is informed of the user's decision to withdraw from the contract. The provider makes the repayment using the same means of payment that the user used for the original transaction, unless something else was expressly agreed with the user. In any case, the user will not incur any costs or fees as a result of the reimbursement.**

### **... for service contracts**

**If a user exercises the right of revocation after having requested the performance of the service before the expiry of the revocation period, he has to pay the provider an amount that is proportionate to the part of the service provided.**

**This amount is calculated on the basis of the contractually agreed total price and corresponds proportionally to what has been performed up to the point in time of the revocation in comparison to the total scope of the contractually agreed services.**

## Model withdrawal form

(If you want to cancel the contract, please fill out this form and send it back.)

- To [insert: name / company, address, e-mail address and, if available, the fax number]:
- I / we (\*) hereby revoke the contract concluded by me / us (\*) 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 if this is communicated on paper)
- Date

## 12. Statutory warranty law

According to EU law, entrepreneurs are liable for the conformity of the goods they sell with the contract for a period of at least two years from delivery. The entrepreneurs must therefore ensure that the goods purchased have the promised or reasonably expected quality, functionality or properties for at least two years after delivery to the buyer.

For users who act as European consumers, the statutory warranty law applies to goods available via this website in accordance with the laws of the country of their habitual residence.

The national laws of these countries may grant users more extensive rights.

For users who do not act as European consumers, the warranty rights of the country in which they have their habitual residence apply.



## **13. Liability**

Every buyer confirms that he is physically and mentally healthy when starting the course. Exceptions due to illness, disability, medical medication etc. must be communicated in advance.

In all courses that are run by the organizer, participants are required to observe the precautionary measures recommended by the course instructor in order to minimize the risk of injuries and accidents. Participants are aware that taking part in our courses can involve dangers in spite of safe conditions and they take full responsibility for this. This also includes risks such as injury, illness and damage or loss of property. The organizer assumes no liability for the journey to the event location and for lost or damaged items belonging to the participants.

Participants undertake to follow all safety-relevant instructions of the trainer / leader.

Participation in the courses is therefore at your own risk. Liability for impairments of any kind as a result of insufficient suitability of a participant or as a result of non-compliance with instructions is expressly excluded, as far as legally permissible. For courses outside of Germany, we recommend taking out international health insurance.

Participants are liable for any damage they cause. This also applies to equipment that is lost or has become unusable due to improper handling or damage and which we have loaned to you.

Freelance workers and helpers who are entrusted with the implementation of the event, among other things, are liable under their own public liability insurance for personal, property and financial damage in the event of grossly negligent or willful behavior.

## **EU users**

### **Compensation**

To the extent permitted by the applicable law, the user, the provider and its subsidiaries, affiliated companies, executives, directors, representatives, co-brands, partners and employees undertake to refrain from any claims or demands of third parties - including, but not limited to to indemnify and hold harmless against legal fees and fees incurred due to or in connection with a criminal use or connection to the service, a violation of these terms and conditions, a violation of third party rights or statutory provisions by the user or his affiliated companies, executives, Directors, Agents, Co-Branders, Partners, and Employees.

### **Limitation of Liability**

Unless expressly stated otherwise and without prejudice to the applicable statutory product liability provisions, users have no right to compensation against the provider (or a natural or legal person acting on its behalf).

This does not apply to damage to life, health or physical integrity as well as damage due to the breach of an essential contractual obligation, such as an obligation absolutely necessary to achieve the purpose of the contract and / or damage due to intent or gross negligence, provided that this website is properly and correctly used by the user was used.

Insofar as damage was not caused intentionally or with gross negligence or impaired life, health or physical integrity, the provider is only liable in the amount of the typical and foreseeable damage at the time the contract was concluded.-

Regardless of this, the following restriction applies to all users who do not act as consumers:

In any case of liability, the compensation may not exceed the total payments that the provider has received, will receive or would receive from the user based on the contract over a period of 12 months, or the term of the contract, if this is shorter than 12 months.

## **Users in Australia**

### **Limitation of Liability**

Warranty rights, conditions, guarantees, rights and remedies to which users are entitled under the Competition and Consumer Act 2010 (Cth) remain completely unaffected by the provisions of these terms and conditions. The same applies to any similar, mandatory national or regional laws that give users indispensable rights. As far as legally permissible, our liability to users - including liability for breach of an indispensable right and any liability not otherwise excluded by virtue of these terms and conditions - is limited to subsequent performance or reimbursement of the costs incurred for the renewed provision of the services at the reasonable discretion of the provider. Nutzer in Australien

## **US users**

### **Disclaimer of Warranties**

This website is provided and made available exclusively as "as is" and "as available" (as-is and as-available). You use the service at your own risk. The provider expressly excludes all conditions, representations and guarantees - whether express, tacit, statutory or otherwise, including any implicit guarantee of marketability, suitability for a particular purpose or non-infringement of third-party rights to the extent permitted by law. Any advice or information, whether oral or written, that the user receives from the provider or through the service does not constitute any guarantees unless expressly stated.

Without prejudice to the foregoing, the provider, its subsidiaries, affiliates, licensors, officers, directors, agents, co-brands, partners, suppliers and employees make no guarantees that the content is reliable, accurate and correct; that the service meets user expectations; that the service will be uninterrupted or reliably available at a specific time or place; that any shortcomings or errors are corrected; or that the service is free of viruses or other harmful components. All content downloaded or otherwise obtained through the use of the service is downloaded at your own risk. The users alone are responsible for damage to the computer system or mobile device of the user or for loss of data resulting from such a download or the use of the service by the user.

The provider does not guarantee or assume any responsibility for any products or services that are advertised or offered by any third party through the service

or via any hyperlinked website or service, nor does it endorse or endorse such products or services. Transactions between users and third-party providers of products or services are neither mediated nor monitored by the provider.

The service could become inaccessible or no longer work properly with the user's web browser, mobile device and / or operating system. The provider cannot be held liable for any perceived or actual damage resulting from the content, operation or use of this service.

Federal law, some states, and other legal systems do not allow the exclusion or limitation of certain warranties. The above exclusions may not apply to users. This agreement gives users certain rights, while depending on the legal system, they may be entitled to other rights. The exclusions and limitations of liability under the Agreement are void if prohibited by applicable law.

### **Limitation of Liability**

To the fullest extent permitted by law, the Provider and its subsidiaries, affiliates, officers, directors, agents, co-brands, partners, suppliers and employees are in no way liable for

any indirect, punitive, incidental, special, consequential, or exemplary damage, including, but not limited to, loss of profit, goodwill, use, data, or other immaterial loss arising in connection with the Service or its unavailability;

- and any damage or loss as a result of hacking, manipulation or other unauthorized access or use of the service or the user account, as well as the information contained therein;
- any content errors, mistakes or inaccuracies; Personal injury or property damage of any kind resulting from access to or use of the service by the user;
- any unauthorized access to the provider's backup servers and / or the personal information stored therein;
- any interruption or suspension of transmission to or through the Service; any bugs, viruses, Trojans or the like that can be transmitted to or through the service;
- any errors or omissions in content, or for any loss or damage arising from your use of any content posted, emailed, transmitted, or otherwise made available through the Service; and / or the defamatory, abusive or illegal behavior of a user or a third party. Any liability of the provider, its subsidiaries, affiliated companies, executives, directors, representatives, co-brands, partners, suppliers and employees for claims, income, liabilities, obligations, damages, losses or costs is limited to the amount, which according to this agreement was paid by the user to the provider in the previous 12 months or, if lower, over the entire term of this agreement between the provider and the user.

This limitation of liability applies to the greatest possible extent permitted by the relevant legal system, regardless of whether the alleged liability case is based on a contract, an unlawful act, negligence, strict liability or any other basis, even if the provider was advised of the possibility of such damage .

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. These terms and conditions give the user certain rights, while he may be entitled to other rights depending on the legal system. The exclusions and limitations of liability within the framework of the GTC are, if prohibited under applicable law, ineffective.

## **Compensation**

The user undertakes to hold the provider and its subsidiaries, affiliated companies, executives, directors, representatives, co-brands, partners, suppliers and employees harmless from and against all claims or demands, damages, obligations, losses, liabilities, costs or debts and expenses, including, but not limited to, legal costs and expenses arising out of

- the access to and use of the service by the user, including all data or content transmitted or received by the user; the violation of these Terms and Conditions by the user, including, but not limited to, the violation of any of the representations and guarantees contained in these Terms and Conditions by the user; the violation of third party rights by the user, including but not limited to personal rights or intellectual property rights;
- the violation of statutory provisions, rules or regulations by the user; any content that is transmitted from the user account, also in the case of access by third parties with the user name, password or other security measures of the user - if available - and including misleading, false or inaccurate information;
- the alleged misconduct of the user; or
- the violation of statutory provisions by the user or his affiliated companies, executives, directors, representatives, co-brands, partners, suppliers and employees, insofar as this is permitted under applicable law.

## **14. Common provisions**

### **No waiver**

If the provider fails to assert a right from these terms and conditions or to enforce a provision from these terms and conditions, this does not constitute a waiver of such a right or such a provision.

### **Service interruption**

In order to ensure the best possible service, the provider reserves the right to interrupt the service for maintenance, system updates or other changes. He will inform the users appropriately.

Within the framework of the statutory provisions, the provider can also decide to suspend or terminate the service entirely. In the event that the service is terminated,

the provider will work with users to enable them to delete personal data or information in accordance with the applicable law.

In addition, it may happen that the service is not available for reasons beyond the control of the provider, such as "force majeure" (e.g. industrial action, infrastructure failures or power outages, etc.).

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In addition, it may happen that the service is not available for reasons beyond the control of the provider, such as "force majeure" (e.g. industrial action, infrastructure failures or power outages, etc.).

### **Resale**

Users may not reproduce, duplicate, copy, sell, resell, or exploit this website or service in any way without the express prior written permission of the provider, either directly or through a legitimate reseller program.

### **Data protection**

To find out more about the use of their personal data, users can view the privacy policy of the service (this website).

### **Intellectual property rights**

Without prejudice to more specific provisions of these terms and conditions, all intellectual property rights, such as

Copyrights, trademarks, patent rights and design rights in connection with the service (this website) are the exclusive property of the provider or its licensors and are subject to the protection of the applicable law or international treaties relating to intellectual property.

All brands, names or figurative marks - and all other brands, trade names, service marks, word marks, illustrations, images or logos - which appear in connection with the service (this website) are and remain the exclusive property of the provider or its licensors and are subject to the protection of applicable law or international treaties relating to intellectual property.

### **Changes to these terms and conditions**

The provider reserves the right to change or otherwise modify these terms and conditions at any time. In this case, the provider will adequately inform the user about these changes.

Such changes only affect the relationship with the user in the future.

By continuing to use the service, the user accepts the changed terms and conditions. If the users do not want to be bound by the changes, they must stop using the service. If the revised terms are not accepted, either party can terminate the contract.

For the relationship prior to the acceptance of the changes by the user, the respective previous version of the terms and conditions applies. The user can receive any previous version of the terms and conditions from the provider.

If required by the applicable law, the provider will indicate the date from which the amended terms and conditions apply.

### **Assignment of rights and obligations**

The provider reserves the right, taking into account the legitimate interests of the user, to transfer, assign, replace or pass on all rights and obligations from these terms and conditions. The provisions on changes to the GTC apply accordingly.

The users may not assign or transfer their rights or obligations under the terms and conditions in any way without the written consent of the provider.

### **Contacts**

All communications related to the use of the service (this website) must be sent to the contact details provided in this document.

### **Severability clause**

Should any provision of these terms and conditions be or become invalid or unenforceable under applicable law, this shall not affect the validity of the remaining provisions, which remain in full force and effect.

### **EU USERS**

Should any provision of these Terms and Conditions be ineffective or deemed ineffective, or be invalid or deemed invalid, the parties will do their best to amicably reach an agreement on valid and enforceable provisions, and thus the ineffective, invalid or not to replace enforceable parts.

Otherwise, the ineffective, invalid or unenforceable provisions will be replaced by the applicable statutory provisions, insofar as this is permissible or provided for in accordance with the applicable law.

Without prejudice to the foregoing, the nullity, invalidity or unenforceability of individual provisions of these General Terms and Conditions shall not result in the invalidity of the entire agreement, unless the provisions are essential to the contract or are of such importance that the parties would not have concluded the contract if they would have known of the invalidity of the provision. If the other conditions would lead to an unreasonable hardship for one of the parties, the invalidity of the individual provision will result in the invalidity of the entire agreement.

### **Applicable Law**

These terms and conditions are subject to the law of the place where the provider is based, with the exception of conflict of law provisions. Users can find information on their seat in the relevant section of this document.

### **EXCEPTION FOR EUROPEAN CONSUMERS**

Regardless of this, for users who act as European consumers and have their habitual residence in a country in which the law provides for a higher standard of consumer protection, the higher standard applies.

### **Dispute resolution**

#### **AMICABLE DISPUTE SETTLEMENT**

Users can contact the provider with all disputes, who will try to resolve them amicably.

The user's right to take legal action remains unaffected. However, in the event of a dispute about the use of the service (this website) or the service, the user is requested to contact the provider using the contact details given in this document.

The user can address the complaint including a brief description and, if applicable, the details of the related order, purchase or account to the provider's email address given in this document. The provider will process the request immediately within 21 days of receipt.

#### **ONLINE DISPUTE RESOLUTION FOR CONSUMERS**

The European Commission has set up an online platform for alternative dispute resolution procedures, which is an out-of-court method for resolving all disputes in connection with and from online sales and service contracts.

As a result, every European consumer can use this platform to resolve disputes arising from contracts concluded online. The platform is available at the following link (<http://ec.europa.eu/consumers/odr/>).

#### **Product**

Any good or service offered for sale through this website, such as physical goods, digital files, software, booking services, etc.

The offering of products can be part of the service defined above.

#### **Service**

The service provided by this website as described in these Terms and Conditions and on the service (this website).

#### **Conditions**

All terms and conditions applicable to the use of the service as described in this document and / or to this website, including any related documents or agreements in their current version.

#### **User (or you)**

Any natural or legal person who uses this website.

#### **Consumer**

Any user who uses goods or services for purposes that are outside of his commercial, business, craft or professional activity.

### **15. Storage of the contract text**

The customer can print out the contract text before submitting the order to the organizer by using the print function of his browser in the last step of the order. The organizer also sends the customer an order confirmation with all order data to the e-mail address provided by him, with the general terms and conditions as an attachment for printing. If the customer has registered in our shop, he can see the orders placed in his profile area.

## **16. Copyright Notice**

The photos posted on the organizer's website and the texts we have created are protected by copyright. The unauthorized copying and publication of this without specifying the original source (even in part) is prohibited according to § 97 UrhG.

## **17. Final provisions**

The place of jurisdiction and fulfillment is the seat of the organizer if the customer is a merchant, a legal entity under public law or a special fund under public law.

The contract language is German.

Platform of the European Commission for online dispute resolution (OS) for consumers: <http://ec.europa.eu/consumers/odr/>. We are not willing and not obliged to take part in a dispute settlement procedure before a consumer arbitration board.