



## **General Terms and Conditions and Right of Withdrawal for Consumers from inGerman Language Learning**

### **Part 1**

#### **Scope of application and applicable law**

##### **1 Scope of application**

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

in German Language Learning

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[www.in-german.com](http://www.in-german.com)

hereinafter referred to as "I". Legal transactions can be concluded in person, by messenger, by email, in an initial consultation or via the website.

(2) The language available for the conclusion of the contract is exclusively English. Translations into other languages are for your information only. The English text shall take precedence in the event of any differences in language usage.

(3) These GTC apply exclusively. I do not recognize any terms and conditions that conflict with or deviate from these GTC that you use unless I have expressly agreed to their validity in writing or in text form.

##### **2 Applicable law and consumer protection regulations**

(1) The law of the country Spain shall apply, excluding international private law and the UN Convention on Contracts for the International Sale of Goods applicable in Spain, if:

- a) you have your habitual residence in Spain or
- b) your habitual residence is in a country that is not a member of the European Union.

(2) In the event that you are a consumer and you have your habitual residence in a member state of the European Union, Spanish law shall also apply, whereby mandatory provisions of the state in which you have your habitual residence shall remain unaffected.

(3) A consumer within the meaning of the following provisions is any natural person who enters into a legal transaction for purposes that are predominantly outside his trade, business or profession.

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

(5) The prices valid at the time of the order shall apply.

(6) If certain discounts or special offers are advertised, these are limited in time or quantity. There is no entitlement to them.

## **Part 2**

### **Conclusion of the contract, payment modalities, term of the contracts and revocation**

#### **3 Subject matter of the contract**

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

- Individual coaching sessions
- Mentoring
- Group coaching
- Online programs
- Digital products

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

#### **4 Prices, terms of payment and due dates**

(1) My prices are to be understood as gross prices for consumers (incl. statutory VAT)

(2) An invoice will always be 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 must be paid to me immediately.

(3) Access to the respective products and coaching sessions is subject to prior receipt of payment. As soon as I have received your payment, you are entitled to my corresponding service in return. (4) Access to my member area will only be granted once the amount has been credited to my account. As a rule, you will then immediately receive the link to generate your access data for the members' area.

(5) In some cases, I also offer payment in installments. The total amount may be higher compared to a full payment. I 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.

(6) Interest will be charged for late payments for both purchases and installment purchases in the agreed amount (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, I can hand over the outstanding debt to a lawyer for collection. In this case, you will incur costs for legal representation.

(7) If we have agreed on payment in installments and you do not pay after a reminder in text form and setting a grace period, I am entitled to terminate the installment payment prematurely and the entire outstanding amount shall then become due immediately.

(8) You are not entitled to assert a right of retention or set-off against my payment claims, unless these are undisputed or legally enforceable counterclaims.

(9) If you are in default of payment or otherwise in arrears, I am entitled to refuse performance or delivery until all payments due have been made. Furthermore, I am entitled to withhold, interrupt, delay or completely discontinue services without being obliged to compensate for any damages incurred. These rights shall apply without prejudice to any other contractually agreed or statutory rights and claims of mine.

## **5 Conclusion of the contract**

### **5.1 The following applies to bookings made verbally, by telephone, in writing, by email, SMS, WhatsApp, a messenger service, via my contact form or directly via my appointment booking tool:**

(1) In the case of coaching, the preparatory initial meeting between us forms the basis for the consulting service. You contact me via email, contact form, WhatsApp or messenger service or book your free initial consultation using the calendar booking tool. The initial consultation lasts 30 minutes and takes place via Zoom.

(2) If you would like to book an appointment via my appointment calendar, the appointment booking is made via a calendar booking tool.

If you click there, a page will open showing you possible appointments. There is also a questionnaire that you fill out. You can either write directly in the questionnaire or send me an e-mail with the information.

This information will of course only be used for the preparation of our Zoom meeting. If no contract is concluded with you, I will delete this data immediately.

(3) In the initial consultation, we clarify whether my offer is suitable for you and your request.

(4) Offer: By placing an order, you are making a binding offer to conclude a contract.

(5) Acceptance: The contract between us is concluded when you receive my confirmation email.

(6) You can pay by bank transfer. You will receive an invoice from me by e-mail. The total invoice amount is due immediately. As soon as your payment has been received, you are entitled to my corresponding consideration.

a. Bank transfer: I will send you the invoice as a PDF file by email. You then transfer the specified amount to my business account.

## **5.2 The following applies to bookings made via my online store:**

(1) Under the heading "Programs/Offerings" you will find my offers.

(2) You can see directly which courses are on offer and can select them with one click.

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

(4) You will then be redirected to a page of Zenler for the checkout process. There you can enter your e-mail address and your first and last name, as well as your address. Please note that for digital products and also for online course accesses – depending on which payment method you choose – there may be delays in delivery by e-mail or in sending the access data. The program is set up so that the digital product/online course accesses are only sent once payment has been received.

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

(6) You can pay by PayPal or credit card. You will receive an invoice from me by e-mail. The full invoice amount is due immediately. As soon as your payment has been received, you will have access to the program/course.

- a) PayPal: By selecting the payment method "PayPal" and confirming "Buy now" you will be redirected to the PayPal log-in page. After successfully logging in, your address and account details stored with PayPal will be displayed. Payment is processed via PayPal under 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, L-2449 Luxembourg (hereinafter: "PayPal"), subject to the PayPal Terms of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>.
- b) Credit card payment: If the payment method "credit card" via Stripe is selected, the purchase price is due immediately upon conclusion of the contract. Payment is processed via the payment service provider Stripe in accordance with the Stripe Terms of Use, which can be viewed at <https://stripe.com/de-us/legal/consumer>.
- (7) Before completing the order, you give your consent by clicking in the respective boxes
- to the storage and processing of your data
  - on the validity of these GTC
  - on the validity of the privacy policy. You will find all texts linked there. In addition, you must agree to waive your right of withdrawal.
- (8) Offer: Finally, you click on the button "Buy now" and submit a binding offer to me. In doing so, you are offering to conclude a purchase contract for the booking.
- (9) Acceptance: The contract between us is concluded upon receipt of my confirmation email by you.

## **6 Right of withdrawal for consumers**

- (1) As a consumer, you have a **right of withdrawal** in accordance with the instructions listed 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 e-mail of the purchase from me.
- (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 purchase the coaching program and I am to start the service directly or within the 14-day withdrawal period, you waive your right of withdrawal in this respect.

b) I will point this out BEFORE completing your booking/order: *"You expressly request that I start the service before the end of the 14-day withdrawal period. You therefore waive your right of withdrawal if I provide the service in full. In the event of a pro rata service to you (as the customer) within the withdrawal period, I am entitled to the consideration (payment) for the service provided - even in the event of withdrawal."*

(4) If the booking is canceled within 14 days and I have already started my service during this period, you are only entitled to a pro rata refund of your costs. 1:1 Sessions already provided will then be deducted from the refund on a pro rata basis.

(5) In the case of digital content / products, the right of withdrawal has the following special features:

- a) If you purchase a digital product and you are provided with the entire content immediately after payment, you waive your right of withdrawal.
- b) BEFORE completing the order, you declare that you waive your right of withdrawal: "I hereby waive my right of withdrawal for 14 days so that I can directly access the digital content in full".
- c) AFTER completing the purchase of a digital content, I will confirm the expiry of the right of withdrawal in such a way that you can save this declaration 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 upon commencement or provision of my service.

## **7 Contract term and termination**

(1) The respective term of our contract depends on the coaching booked. As a rule, the contract ends automatically upon fulfillment. This means that you have paid my entire fee and I have provided the corresponding consideration.

(2) The extraordinary right of termination of each party remains unaffected. An extraordinary right of termination on my part exists in particular if you are more than 2 times in arrears with payments, if you intentionally violate provisions of these GTC and/or have intentionally or negligently committed prohibited acts or if our relationship of trust is permanently disturbed.

### **3. part**

#### **Details on the range of services offered and cancellation conditions**

##### **8 Duration of a coaching session and place of coaching**

- (1) The coaching takes place individually.
- (2) The duration of a 1:1 coaching session is usually 60 minutes.
- (3) Unless otherwise agreed between us, coaching takes place via Zoom or Google Meet.

##### **9 Scope of services and unused services**

- (1) The scope of services of the product depends on the coaching program.
- (2) If a booked appointment is repeatedly canceled by a participant, no further appointment must be offered. This appointment then lapses. The entitlement to payment for the appointment remains valid. The payment for the appointment will be retained. There is no entitlement to a refund.

##### **10 Voluntary 7-day money-back guarantee**

(1) I offer a voluntary 7-day money-back guarantee for the product inGerman Decoded even if you don't have a right of withdrawal as it is a digital product. I assume that you have purchased the product with a serious interest and commitment. In order for me to refund the money, I must therefore be sure that you have tried to implement my proven methods. I therefore check each request individually and decide whether a case of the money-back guarantee applies.

(2) You must send me the following assignments together with an express request to claim the money-back guarantee:

(a) To claim the guarantee in inGerman Decoded, you must prove that you:

- Have completed implementation tasks from the pre-study module and module 1 in full
- Can give a specific reason for the cancellation

## **11 Cancellation of the coaching program on my part**

- (1) I am entitled to cancel a coaching program at short notice if less than 10 participants have registered.
- (2) I am also entitled to cancel a coaching program (1:1 or for groups) if the speaker falls ill at short notice and no replacement can be provided.
- (3) In cases 1 and 2, we will try to find an alternative date. Further costs incurred by you, such as accommodation and travel expenses, will not be covered.
- (4) If a participant acts in breach of contract by violating these General Terms and Conditions, I have the right to exclude him/her from the coaching program. This is particularly the case if the participant disrupts the course or online community of the coaching program and does not refrain from doing so even after being requested to do so, or if a participant repeatedly fails to adhere to agreements made (e.g. appointments). In this case, no costs will be refunded.

## **4. part**

### **Rights and obligations of the client**

## **12 Access to the coaching program**

- (1) This is a personal and non-transferable access to the coaching program/online course/digital products. No goods will be sent.
- (2) You will receive the access data for your member area by email. You are entitled to download the digital content on a maximum of 5 different devices .
- (3) You must keep the login data (user name, password, etc.) sent during registration secret and not make it accessible to unauthorized third parties.
- (4) Ensure that access to and use of your user data is restricted to you. If there are facts that justify the assumption that unauthorized third parties have gained knowledge of your access data, inform me immediately so that I can block or change it.
- (5) I can block your access temporarily or permanently if there are concrete indications that you are violating or have violated these GTC and/or applicable law or if I have another justified, significant interest in blocking your access. When deciding whether to block access, I will take your legitimate interests into account appropriately.
- (6) You are only entitled to access once you have paid for the digital product.
- (7) If you have any questions about using the purchased services or if access does not work, you can contact my support (info@in-german.com).



### **13 Right to use the digital content or documents from the coaching program**

(1) Audio/video and PDF files and other documents may be accessed (downloaded) and printed out by you for your own use only. Downloading and printing files is only permitted within this framework. In this respect, you may also have the printout made with the technical support of third parties (e.g. a copy store). In all other respects, I reserve all rights of use to the files and documents. This means that the samples and documents and also the knowledge imparted may not be made accessible to third parties, either free of charge or for a fee. The documents are also not intended for consulting use.

(2) Therefore, in particular the making of copies of files or printouts for third parties, the forwarding or forwarding of files and documents to third parties or other use for purposes other than one's own study purposes, whether for payment or free of charge, during and also after completion, requires my express prior written consent.

(3) The trademarks and logos listed on the documents enjoy protection under copyright law. You are obliged to use the documents and files accessible to you only within the scope expressly permitted here or permitted by mandatory legal regulation even without my consent and not to promote unauthorized use by third parties. This also applies after the end, revocation or termination of participation.

(4) Forms of use that are permitted due to mandatory legal provisions are of course excluded from this reservation of consent.

### **14 Collection, storage and processing of your personal data**

(1) I need the following data from you to carry out and process a booking:

- First name and surname
- Your address
- e-mail address

Which specific data is mandatory can be seen from the mandatory fields depending on the product.

(2) For fee-based services, the name details, in particular the company name, must be correct. The same applies to the address. Invoices are issued on the basis of this information. Should corrections be necessary here, this may lead to additional work, which I will charge at a reasonable rate.

(3) If you change your personal details, especially if you change your email address, please notify me by e-mail at [info@in-german.com](mailto:info@in-german.com).



### **15 Own provision of suitable IT infrastructure and software**

You are responsible for providing and guaranteeing Internet access (hardware, telecommunications connections, etc.) and the other technical equipment and software necessary for using my online services (in particular web browsers and PDF programs such as Acrobat Reader®, Zoom, Google Meet) yourself and at your own expense and risk.

### **16 General information on the coaching program by me**

- (1) The coaching program is based on cooperation.
- (2) Participation in the coaching program requires a willingness to learn on your own. I cannot promise any specific success for these processes. I am merely a process facilitator and provide assistance, patterns and instructions. You alone are responsible for implementing and making decisions.
- (3) You are fully responsible for your own physical and mental health both during the session and between sessions. All measures that you may take as a result of the coaching are your own responsibility. If you have a mental illness or have been medically diagnosed with one, ask your doctor whether coaching may be useful. I reserve the right to cancel the coaching in such cases.

### **17 Protection of know-how and confidentiality**

- (1) You are aware of the fact that all information which you receive during our cooperation about the manner in which I provide my services (ideas, concepts and operating experience (know-how) developed by me) and which must be kept secret due to legal regulations or the nature of the matter is subject to business secrecy. For this reason, you undertake to maintain business secrecy and to keep the aforementioned information confidential.
- (2) Within the scope of a reference agreed in writing, you are entitled to speak/write about the manner of cooperation with me.
- (3) The obligation to maintain confidentiality shall survive the end of our cooperation.
- (4) The following information is not affected by the confidentiality obligation:
  - was already known before the confidentiality obligation,
  - which was developed independently by me,
  - were or are publicly available upon receipt of the information or subsequently became publicly available through no fault of your own.
- (5) An appropriate contractual penalty shall be payable for each breach of the confidentiality obligation.



## **Part 5**

### **Confidentiality and liability regulations**

#### **18 Confidentiality of both parties**

(1) You are obliged to maintain secrecy about all information to be treated as confidential of which you become aware in the course of the cooperation and to use it only with my prior written consent to third parties. This also applies to all documents that you receive from me as part of the coaching program or to which you have access.

(2) In group programs, the duty of confidentiality also applies to confidential information of other participants that you learn about in the course of the program.

#### **19 Liability for content**

(1) In the coaching program, I show patterns and options for action and, if necessary, give general recommendations for action. You alone are responsible for implementation and making management decisions.

(2) The files and documents provided by me are samples that you must adapt to your needs. No liability is assumed for the completeness and up-to-dateness of these samples.

(3) I reserve the right to optimize and adapt the contents at any time.

#### **20 Limitation of liability**

(1) I am liable for intent and gross negligence. Furthermore, I am liable for the negligent breach of obligations, the fulfillment of which is essential for the proper execution of the contract, the breach of which jeopardizes the achievement of the purpose of the contract and on the observance of which you may regularly rely. In the latter case, however, I shall only be liable for foreseeable damage typical of the contract. I shall not be liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences.

The above exclusions of liability shall not apply in the event of injury to life, limb or health. Liability under the Product Liability Act remains unaffected.

(2) According to the current state of technology, data communication via the Internet cannot be guaranteed to be error-free and/or available at all times. In this respect, I am not liable for the constant and uninterrupted availability of the offer.

(3) All of the aforementioned limitations of liability also apply to my vicarious agents.

## 21 Force majeure

(1) Force majeure shall be deemed to exist 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, epidemics, diseases and quarantine orders by authorities, countries and states.

The lists are not exhaustive; comparable events such as those mentioned in paragraph 1 also fall under the concept of force majeure.

(2) The party that first learns of the event shall inform the other party promptly.

(3) In the event of force majeure within the meaning of paragraph 1, we agree 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 for consultations, events, courses etc. remain with me for this period. If you still have to make payments, you must make the payments for services already rendered. For services not yet provided, you can pause payment for the period of the contract suspension.

Once the unforeseeable event has ended, the contract is resumed.

Any further possible damages shall be borne by each party.

(4) If the event lasts longer than 18 months, 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 provided by me are to be paid by you. Fees paid in advance are to be refunded by me. If you have made a payment to secure you a guaranteed place in one of my events/courses, this fee will not be refunded, as the consideration for securing you a place was provided by me 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 termination, each party shall bear any further losses (e.g. hotel bookings, flight bookings etc.) themselves.

(5) In the event that the event lasts longer than 24 months, the contract will be terminated. I will then prepare a final invoice. This statement will list the services I 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 statement. If there is a credit note in your favor, this will be paid to you within 14 days of sending the final invoice.

The final invoice can be sent by email as a PDF attachment. Further claims due to force majeure are excluded. Each party shall bear its own losses incurred.

## **Part 6**

### **Final provisions and place of jurisdiction**

#### **22 Amendment of these GTC**

These GTC may be amended if there is an objective reason for the amendment. This could be, for example, changes in the law, adaptation of my offers, changes in case law or a change in economic circumstances. In the event of significant changes that affect you, I will inform you of the planned changes in good time. You have a 14-day right of withdrawal after being informed. After this period has expired, these new regulations have become an effective part of the contract.

#### **23 Final provisions**

(1) These Terms and Conditions are complete and conclusive. Amendments and additions to these terms and conditions should be made in writing in order to avoid ambiguities or disputes between us about the agreed content of the contract – whereby email (text form) is sufficient.

(2) If you, as a consumer, had your domicile or habitual residence in Europe when the contract was concluded and either moved out of Europe at the time the action was brought by me or your domicile or habitual residence is unknown at this time, the place of jurisdiction for all disputes shall be the registered office of inGerman Language Learning in Spain. For merchants, legal entities under public law or special funds under public law, the place of jurisdiction is the registered office of inGerman Language Learning.

(3) I would like to point out that, in addition to the ordinary legal process, you also have the option of an out-of-court settlement of disputes in accordance with Regulation (EU) No. 524/2013. Details can be found in Regulation (EU) No. 524/2013 and at the Internet address: <http://ec.europa.eu/consumers/odr>

I do not participate in the dispute resolution procedure.

(4) Should individual provisions of this contract be or become invalid, this shall not affect the remainder of the contract. The scope of services agreed in the provision shall then be adjusted to the extent permitted by law.

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## Appendix

### Verbraucherinformationen and revocation instruction

- (1) The language available for the conclusion of the contract is exclusively English.
- (2) The presentation of my services on the website does not constitute a binding offer on my part. Only the booking of a service by you is a binding offer. If this offer is accepted, I will send you a booking confirmation by email. This concludes the contract for the booking/purchase.
- (3) The prices quoted by me are gross prices including taxes.
- (4) The data required for the processing of the contract between you and me are 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.
- (5) As a consumer, you have a right of withdrawal in accordance with the following **instructions –Cancellation policy**

#### Right of withdrawal

**As a consumer, you have the right to withdraw from the contract for a 1:1 coaching within fourteen days without giving any reason.**

**You have no right of withdrawal if you have expressly agreed at the time of your booking / purchase that I should begin to perform the service before the end of the withdrawal period and this service has been fully provided. If I have provided the service in part, you no longer have a right of withdrawal in this respect. That's the case for a group program like inGerman Decoded because you already get access to the e-learning platform. But as mentioned above you can use the 7-day-money-back guarantee, which I will give you voluntarily if you fulfill the conditions (explained above).**

**In the case of digital content, you lose your right of withdrawal if you agree to receive immediate access to the entire content before booking.**

#### Start of the period for booking coaching programs

The withdrawal period is fourteen days **from the day the contract is concluded**. The contract is concluded on the day on which you receive a confirmation email from me after a successful booking/purchase.



To exercise your right of withdrawal (for a 1:1 program), you must contact me at

in German Language Learning  
Represented by Jennifer von der Weiden  
c/o Calle Lopez Socas 11, 5B-1  
35008 Las Palmas de Gran Canaria

or to

+34 611 793 510  
info@in-german.com

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You can use the attached sample withdrawal form, but this is not mandatory.

## Appendix 2

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

### **Consequences of withdrawal**

If you withdraw from this contract (not possible for courses with access to e-learning), I will refund all payments I have received from you within fourteen days of the day on which I receive notification of your withdrawal from this contract at the latest. For this repayment, I will use the same means of payment that you used for the original transaction.

If you made the payment by bank transfer, please let me know your account details, as I can only see part of your account details on the bank statement.

**If you have agreed that I should start the service before the 14-day withdrawal period has expired, then you must also provide me with the consideration (fee) for these services and in this respect have no claim for reimbursement. So the withdrawal can only be used for a 1:1 program without access to the e-learning platform but not for the program inGerman Decoded.**





**Sample revocation template (only for coaching without access to the e-learning platform)**

in German Language Learning  
Represented by Jennifer von der Weiden  
c/o Calle Lopez Socas 11, 5B-1  
35008 Las Palmas de Gran Canaria

or to

+34 611 793 510  
info@in-german.com

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the booking of the coaching program (description, so that it can be clearly determined to which booking the revocation refers)

- booked on: (\*)...../ .....
- Confirmation email received on: (\*)
- Name of the consumer(s);
- Address of the consumer(s);
- Account details for the refund
- Signature of the consumer(s) (only for notification on paper);Datum

**(\*) Delete as appropriate**