



General Terms and Conditions for Online Live Programmes

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Version: 2024.1

1. Scope

- 1.1 These General Terms and Conditions ("Terms") govern all contracts between Milena-Mercedes May - growing-excellence.tech, Fritz-Schade-Weg 9, 21037 Hamburg ("We/Us/Our") with consumers and businesses, as may be applicable ("You/Your/Yours") for the provision of services regarding online programmes conducted live via video conferences ("Online Programme") as offered by Us through Our website www.growing-excellence.tech ("Website").
- 1.2 By booking an Online Programme, You agree to abide by these Terms as they are in effect at the time of Your booking. Any standard terms and conditions provided by You, regardless of how they are communicated, shall not apply unless expressly agreed between both parties in writing (email shall be sufficient).

2. Service Description

- 2.1 Through Our Website, We offer a variety of online learning in the form of paid Online Programmes, covering a range of topics in the field of leadership and software engineering. Further details regarding the contents, timing and pricing are outlined in the respective descriptions for Our Online Programmes provided on Our Website or in Our promotional materials.
- 2.2 Our Online Programmes are conducted live and online in a virtual meeting room and are designed to be interactive and collaborative. We do not make any representations for and expressly disclaim any warranties for specific learning results, or outcomes. Our role is that of a facilitator, instructor and coach and in this function We may from time to time offer You Our know-how, tools, such as may be from time to time concepts, guidance, methods, templates, instructions, documentation – each in tangible or intangible form ("Material") in the course of Your learning process, but We do not owe or promise a specific result or outcome.
- 2.3 Online Programmes may consist of a single session or multiple sessions which may be successive or not, as detailed in the description of the Online Programme.
- 2.4 Unless stated otherwise in the description of the Online Programme or in Our communication with You, our sessions will neither be recorded for later access, nor repeated when You were not able to attend.

3. Booking, Contract Conclusion, Contract Language, Payment method

- 3.1 Our Online Programmes are displayed in the section "Services" or "Events" on our Website. All Online Programme information and any other presentation of Our services on the Website is non-binding, only for informative purposes and does not constitute a legally binding offer by Us to conclude a contract with You.
- 3.2 Booking is open until 3 days before the Online Programme start date.
- 3.3 For booking, please follow the following steps:

Step 1: To book an Online Programme, You have to navigate to the respective Online Programme sub-page, where You will find all necessary information about the Online Programme, including the price including applicable German VAT.

In the section titled “Register now” You will find two (2) buttons for Your booking:

- “Proceed to booking as business customer”; and
- “Proceed to booking as consumer”.

Consumer hereby has the meaning as defined in Section 13 of the German Civil Code, meaning every natural person who enters into a legal transaction for purposes that predominantly are outside the consumer’s trade, business or profession or a business customer.

Business customer has the meaning as defined in Section 14 of the German Civil Code, meaning a natural or legal person or a partnership with legal personality who or which, when concluding a legal transaction, acts in exercise of their trade, business or profession.

Step 2: Select the correct button for You and click to be forwarded to Our booking processing page.

- If You selected “Proceed to booking as a business customer”, You will see the net price of the Online Programme and have to fill in Our business customer booking form on the booking processing page, which requests You to enter Your email, first and last name, company name and address, VAT ID number as mandatory fields. We also kindly ask you to fill in Your job title, however this is not mandatory to proceed to booking the Online Programme.

By booking as a business customer, You acknowledge You are entering into the contract with Us as a business entity pursuant to Section 14 German Civil Code, in the exercise of Your commercial or self-employed professional activity, and thus, do not have any right to withdraw from the contract.

- If You selected “Proceed to booking as a consumer”, You will now have to fill in Our consumer booking form on the booking processing page, which requests You to enter Your email, first and last name and address as mandatory fields. We also kindly ask you to fill in Your job title, however this is not mandatory to proceed to booking the Online Programme.

Step 3 (final step): By clicking on the “Buy Now” button, You accept these Terms and complete the final step of the booking process and submit Your binding offer to conclude a contract for the selected Online Programme to Us.

3.4 If We accept Your offer, We will send You an booking confirmation by email including the invoice based on the information You provided within forty-eight (48) hours after We receive Your offer.

3.5 The contract between You and Us is concluded and binding upon Your receipt of Our booking confirmation email.

3.6 The governing language of the contract is English.

3.7 We only offer invoice as payment method.

4. Technical Requirements, Access

4.1 Our Online Programmes are conducted live in a virtual meeting room, operated by Google Meet.

4.2 It is Your responsibility to ensure that Your equipment meets the necessary technical requirements for attending the Online Programmes:

- Hardware: PC, Mac, tablet, or smartphone with internet access (broadband/DSL, mobile LTE), standard PC/laptop speakers and microphone, or headphones.

- Desktop: The latest version of one of the following browsers: Google Chrome, Mozilla Firefox, Microsoft Edge, Apple Safari.
- Mobile: Google Meet App required.

You can access the live video conference using either the Google Meet App or the browser.

If You encounter any difficulties despite meeting the technical requirements, please do contact Us via info@growing-excellence.tech.

4.3 You will receive Your access details, including a link to the virtual Google Meet room and Your user credentials and passcode for Your Online Programme by email and at least twenty-four (24) hours before the Online Programme date.

4.4 You acknowledge that Your access information is only for Your use. You may not share or make accessible Your access information to the Online Programme with third parties.

5. Your Obligations

5.1 To ensure the smooth and uninterrupted conduct of the Online Programme, We expect You to log in to the Online Programme at the designated time.

5.2 You acknowledge that any Material that is provided to You is or contains proprietary information of Us or the third party owning it and is provided solely for Your use. You may not reproduce, distribute, or use such Material for any other purpose than personal use.

5.3 You may not film or record during the Online Programme.

5.4 We design Our Online Programmes to provide a safe and inclusive learning environment. To maintain this environment, You shall conduct Yourself in a respectful, professional, and appropriate manner towards the instructor and fellow attendees. This includes refraining from any behaviour that may compromise the integrity of the Online Programme, bring disrepute to Us, or disrupt the learning experience of others. Additionally, You agree to abstain from any actions that may threaten the physical or emotional safety of other attendees. By participating in the Online Programme, You acknowledge Your responsibility to contribute positively to the learning environment and adhere to these principles at all times.

5.5 We retain the right to suspend Your access to or remove You from a session or the entire Online Programme – duly considering Your legitimate interests – if You are in breach of these Terms, in particular but not limited to Section 5.4 above, even after being instructed to remedy such breach. In this instance, no refunds will be provided.

6. Online Programme Fees, Payment

6.1 All prices displayed on our Website or in any other communication include German VAT at the applicable rate, unless otherwise stated.

6.2 Prices in effect at the time of Your booking shall apply.

6.3 All amounts payable by You shall be due and payable within seven (7) calendar days of receipt of Our invoice in Euro and by bank transfer to Our account provided on the invoice. Payments must be made in full and prior to the commencement of the Online Programme.

6.4 If You book as a business customer and are eligible for net invoicing under applicable reverse charge tax laws, it is Your responsibility to provide Us with Your valid VAT identification details and declare and pay Your taxes to the respective authorities in Your country in accordance with the laws applicable to You.

6.5 You may not offset or withhold any payments owed to Us, unless You have a claim against Us that is either undisputed or has been finally adjudicated.

6.6 We retain the right to suspend or withdraw Your access to the Online Programme if You are late with payments.

7. Amendments and Cancellation of Online Programmes, Refunds

7.1 We expressly reserve to make changes to the Online Programme, provided that the overall character of the Online Programme is maintained. Such changes may concern the person of the instructor, the format or details of the Online Programme and do not entitle You to price reductions or contract withdrawal.

7.2 We reserve the right to cancel an Online Programme due to insufficient enrolment, instructor unavailability, force majeure, or other unforeseen circumstances.

7.3 We endeavour to inform You of cancellations or necessary changes, as soon as reasonably possible. Where an Online Programme is cancelled by Us due to insufficient enrolment, You will be notified at the latest twenty-four (24) hours before the Online Programme starts.

7.4 If we cancel an Online Programme, You shall receive a refund of the Online Programme fees paid. Further claims are excluded, except in cases of intentional or grossly negligent conduct by Us.

8. Consumer Right of Withdrawal

8.1 As a Consumer, You have the right to withdraw from a contract within 14 days from the contract conclusion without any cost to You and in accordance with the Information on the right of withdrawal, as detailed in the **Annex** below.

8.2 For contracts for services, Your right of withdrawal may expire early: Where You purchase an Online Programme and You request Us to commence with Our service immediately, or within the 14-day withdrawal period, You thereby waive Your right of withdrawal to that extent. In this case, We will explicitly notify You thereof in the booking process with the following statement: "**You expressly request that we commence performance before the end of the 14-day withdrawal period. You acknowledge that you forfeit your right of withdrawal once we have fully performed the service. In the event of partial performance to You within the withdrawal period, we are entitled to receive compensation (payment) for the part of the services rendered, even in the event of a withdrawal.**"

8.3 If you withdraw from the contract within Your 14-day withdrawal period, and the Online Programme (and our performance) has already commenced, we will refund You for the Online Programme fee paid but will deduct the compensation You owe us for the partial services We have already rendered up to the time of Your withdrawal.

9. Processing of Personal Data

9.1 We process any personal data in full compliance with applicable laws and our Privacy Notice (<https://growing-excellence.tech/privacy-notice>).

9.2 In order to facilitate and process Your booking, We collect and process personal information from You.

- If You book as a business customer, this data is: Email, first and last name, company name & address, VAT-ID number
- If You book as a consumer, this data is: Email, first and last name, address

- If You voluntarily, whether booking as a consumer or a business customer, provide us with additional information, this additional data is: Your job title.

9.3 This data is essential for the fulfilment of Our contract with You in order to send access information for the Online Programme and as we generate Your invoice based on the information provided. Therefore, please ensure that the information You provide is accurate and complete.

10. Confidentiality

10.1 Both, We and You shall treat as confidential all information disclosed by the other party during the Online Programme or in any communication in relation to the Online Programme that is either marked as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

10.2 This obligation of confidentiality shall not apply to any information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was rightfully known to the receiving party prior to disclosure by the disclosing party; (c) is independently developed by the receiving party without reference to the disclosing party's confidential information; or (d) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure.

11. Limitation of Liability

11.1 Nothing in this Section 11 shall limit or exclude Our liability for (i) intent and gross negligence; (ii) wilfully concealed defects, (iii) Our, Our legal representatives', and agents' non-compliance with expressly assumed warranties, (iv) damages arising from the injury to life, body, and health.

11.2 Notwithstanding Section 11.1 and 11.3, We do not assume liability for slight negligence, other than as follows: We shall be liable for negligent breaches of essential contractual duties by Us, our legal representatives, and agents, the fulfilment of which are crucial for and enable the proper implementation of the contract and that You may reasonably expect to be fulfilled and upon which You may regularly rely ("Kardinalpflichten"). In this case Our liability is limited to foreseeable damages which are typical to the relevant kind of contract.

11.3 Liability under the German Product Liability Act remains unaffected.

11.4 The limitations of liability in this Section shall also apply for damages caused by persons for which We assume liability pursuant to statutory law ("Erfüllungsgehilfen").

11.5 Due to the nature of the internet, it cannot be guaranteed that Online Programmes will be uninterrupted or error-free at all times. We do not assume liability for any interruption, delay, or technical malfunction of the Online Programmes caused by internet failures, network congestion, or any other technical issues beyond our reasonable control.

12. Amendments to these Terms

12.1 We reserve the right to amend these Terms at any time for justified reasons. Such reasons may include, but are not limited to, changes in applicable laws or regulations or jurisprudence, or modifications to Our services, business or third party service providers.

12.2 We shall notify You as soon as reasonable about any amendments with material effect on You or Your contractual relationship with Us. You may withdraw from the contract within 14 days following the notification. If We do not receive Your notice of withdrawal within this period, any amendments will become effective and integral parts of the contract concluded with You.

13. Governing Law and Jurisdiction

- 13.1 These Terms shall be governed by and construed in accordance with the laws of Germany, without recourse to the principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 13.2 If You are a consumer with Your domicile or habitual residence in a member state of the European Union, German law applies without prejudice to any mandatory provisions of the applicable law of the state in which You have Your habitual residence.
- 13.3 If You are a business customer, disputes arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts of Hamburg.

14. Miscellaneous

- 14.1 These Terms constitute the entire agreement between You and Us in relation to the subject matter and no terms or conditions provided by You shall be binding on Us. No oral agreements have been made. No amendment or addition to these Terms shall be valid unless made in writing and signed by You and Us or as expressly agreed in electronic form between You and Us. The same applies to any amendment of this clause.
- 14.2 We are obliged to inform You about the offer by the European Commission, which provides an online dispute resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>. We are not obliged, nor do We participate in dispute settlement proceedings before a consumer arbitration board.
- 14.3 Should any individual provision of these Terms be or become invalid or unenforceable, this shall not affect the validity of the other provisions thereof which shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by the parties by a valid and enforceable provision which accords most closely with the presumed intentions of the parties and the intended purpose of these Terms. The same shall apply if there is deemed a gap.

ANNEX: CONSUMER INFORMATION, INFORMATION CONCERNING THE RIGHT OF WITHDRAWAL

- **Contract Conclusion:** The presentation of Our Services on our Website is for information purposes only and does not constitute a binding offer to conclude a contract. You make a binding offer to Us when You click the “Buy Now” button in the Online Programme booking process. If We accept this offer, You will receive a booking confirmation by email. Upon Your receipt of Our acceptance, the contract is concluded between You and Us.
- **Contract Language:** The contract language is English.
- **Price Information:** Prices stated on Our Website (excluding business customer specific forms) or in any promotional material or communication to/with consumers already include applicable German VAT.
- **Data Processing:** Any personal data You submit is processed in full compliance with applicable data protection laws and our Privacy Notice <https://growing-excellence.tech/privacy-notice>.
- **Right of Withdrawal:** As a Consumer, You have the right to withdraw from the contract within 14 days of contract conclusion in accordance with the following instructions on the right of withdrawal for consumers:

INFORMATION CONCERNING THE RIGHT OF WITHDRAWAL FOR CONSUMERS

(Note that the right of withdrawal does not apply if You conclude the contract as a business customer.)

Right of Withdrawal

Consumers have the right to withdraw from the contact within 14 days.

Note:

You have no right of withdrawal where You expressly requested, at the time of your booking, that We commence with the service before the end of the 14-day withdrawal period, and if such service has been fully performed.

In this case, We will explicitly notify You thereof in the booking process with the following statement: "You expressly request that we commence performance before the end of the 14-day withdrawal period. You acknowledge that you forfeit your right of withdrawal once we have fully performed the service. In the event of partial performance to You within the withdrawal period, we are entitled to receive compensation (payment) for the part of the services rendered, even in the event of a withdrawal."

Information concerning the exercise of the right of withdrawal

As a consumer, You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

The date of the contract conclusion for Online Programmes is the day You receive a booking confirmation email from Us following a successful booking.

To exercise the right of withdrawal, You must inform Us (Milena-Mercedes May – growing-excellence.tech, Fritz-Schade-Weg 9, 21037 Hamburg, milena@growing-excellence.tech) of Your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, or an e-mail). You may Use the attached model withdrawal form (**Schedule A**), but it is not mandatory.

To meet the withdrawal deadline, it is sufficient for You to send Your communication concerning Your exercise of the right of withdrawal before the withdrawal period expires.

Effects of withdrawal

If You withdraw from this contract, We shall reimburse to You all payments received from You, without undue delay and in any event not later than 14 days from the day on which We are informed about Your decision to withdraw from this contract. We will carry out such reimbursement Using the same means of payment as You Used for the initial transaction, unless You have expressly agreed otherwise.

If You made Your payment via bank transfer, please provide Us with Your bank details.

In any event, You will not incur any fees as a result of such reimbursement.

If You have requested the commencement of the performance of Our services before the expiration of the 14-day withdrawal period, You are obligated to pay the pro rata amount of the full price, that is proportional to the amount of services already performed until You have communicated Us Your withdrawal from this contract.

Schedule A: Model withdrawal form

To
Milena-Mercedes May – growing-excellence.tech
Fritz-Schade-Weg 9
21037 Hamburg
milena@growing-excellence.tech

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service (*):

Ordered on (*)

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

() delete as appropriate.*