



Terms and Conditions

Section 1 Scope

(1) These General Terms and Conditions (GTC) apply to all contracts concluded via the platform (hereinafter also referred to as websites)

<https://thomashuebl.com>
<https://registration.thomashuebl.com>
<https://summerintensive.thomashuebl.com>
<https://store.thomashuebl.com>
<https://twi.thomashuebl.com>
<https://sharingthepresence.com>

between

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Tel.: 04407 716094
Fax. 04407 716095
E-mail: info@innerscience.info
www.innerscience.info

– hereinafter also referred to as “provider” –

and the customers referred to in Section 2 of these GTC (also referred to as “participant”).

(2) The GTC apply exclusively. The relevant version shall be that in force at the time of application.

Section 2 Conclusion of contract, subject of contract

(1) The participant can select offers from the provider (e.g. courses, training sessions, programs or other events) via the website and, if available, collect them in a so-called shopping cart using a button. The provider's offers presented on the website do not constitute a binding offer to conclude a contract in the legal sense. Only by confirming the button “Order with obligation to pay” or a comparable button does the customer submit a binding application to conclude a contract with the selected content of the provider's offer and the associated legal conditions (such as general terms and conditions and revocation instructions and, if applicable, conditions of participation, cancellation conditions, health declarations, etc.). At the same time, the customer hereby declares that he/she is identical to the person who will be a participant in the provider's offer in question. The customer can view and change the data at any time before submitting the registration.

(2) The participant will then receive a confirmation of registration from the provider by e-mail, in which the participant's order is listed again and which the participant can print out using the “Print” function.



Upon receipt of the aforementioned confirmation of registration by the participant, the provider accepts the participant's application to conclude a contract. The content of the order is summarized in the registration confirmation. In the e-mail transmitting the registration confirmation or in a separate e-mail, the participant also receives the contract text agreed with the participant (consisting of the order, general terms and conditions and revocation instructions as well as any conditions of participation, cancellation conditions, health declarations, etc.). The provider may oblige the participant to print out and sign individual or all documents of the contract text, in particular to ensure that the person ordering online is identical to the person who wishes to take part in an offer from the provider as a participant. The text of the contract is stored in compliance with data protection regulations and is accessible to the participant.

(3) The contract is concluded in the languages German or English.

Section 3 Prices, payment terms, exclusion of the participant in the event of non-payment

(1) All prices quoted on the provider's websites mentioned under § 1 include the applicable statutory value added tax.

(2) Arrival and overnight stay for the provider's offers are not included in the price, unless expressly stipulated otherwise. If the website indicates accommodation options, including prices, this does not constitute an offer by the provider, but a non-binding information. In particular, there is no obligation on the provider to keep appropriate room quotas for the participants. Unless expressly stated otherwise, an overnight contract is to be concluded directly with the respective accommodation. The contractual terms and conditions, including prices and availability, are to be determined exclusively between the participant and the respective accommodation. The provider assumes no liability for this and is not responsible for the implementation or fulfilment of the overnight contract.

(3) The seminar fee for offers of the provider (e.g. courses, training, programs or other events) is payable immediately upon receipt of the registration confirmation in accordance with § 2 para. 2 of these GTC and is due at the latest at the time indicated on the website by the payment method selected by the participant (e.g. one-time payment, two payments or several installments).

(4) The seminar fee may be paid at the participant's option by instant transfer, SEPA direct debit, credit card or PayPal. A precondition of the participant for the SEPA Direct Debit collection of payments is the consent to debit from an account with a bank/savings bank located in the SEPA area and the instruction of the bank/savings bank to redeem the SEPA Direct Debit (SEPA mandate). In the case of payment by SEPA direct debit or credit card, the participants account shall be debited at the earliest on the date specified in paragraph 3. A direct debit authorisation issued is valid for further bookings until revocation.

(5) The Provider reserves the right to exclude the Participant from the Provider's offers (e.g. courses, training sessions, programs or other events) if and for as long as the Participant fails to meet its due payment obligations.

Section 4 Participant's health status, notification obligation and right of termination in the event of changes

(1) Notwithstanding the conclusion of the contract, the provider is entitled, at its reasonable discretion, to make participation in its offers dependent on the participant's state of health and the information



provided by the participant in a health questionnaire. The provider's right to terminate the contract under Sec. 6 (3) of the GTC remains unaffected by this.

(2) If the participant provides no, incomplete or knowingly false information in the health questionnaire provided by the provider, the provider is entitled to terminate the contract without notice. The provider reserves further rights.

(3) The participant is obliged to notify the provider without delay of changes to his details in the health questionnaire until the contract has been fully implemented. Should these changes no longer guarantee the health fitness of the participant in accordance with paragraph 1, the provider reserves the right to terminate the contract. Further rights of the provider remain unaffected.

Section 5 Right of cancellation of the participant

(1) The participant is entitled to withdraw from the contract (hereinafter also referred to as "cancellation") no later than one working day before the start of the provider's offer (e.g. courses, training, programs or other events) in accordance with the following conditions. In this context, all days from Monday to Friday are deemed to be working days:

(a) Cancellation requires text form in accordance with § 126b BGB.

(b) The option to cancel free of charge ends three months before the start of the provider's offer. The date on which the cancellation is received by the provider shall be decisive.

(c) The Provider shall charge the Participant a processing fee of EUR 100.00 (including statutory VAT) for cancellations by the Participant that are received by the Provider no later than eight weeks before the start of the Provider's offer.

(d) In the event of cancellations received by the Provider later than eight weeks before the start of the offer, the Provider shall charge the Participant a processing fee of 50% of the seminar fee.

(e) If a participant does not show up for the event or leaves the event before its end, the full seminar fee will be charged.

(f) It is not possible to register a substitute participant at any time.

(2) The Provider reserves the right to agree different cancellation conditions with the Participant for individual offers (e.g. courses, training sessions, programs or other events).

(3) Statutory rights of withdrawal, the right to terminate for good cause and the statutory right of revocation shall remain unaffected by the provisions of the above paragraph 1 including its subparagraphs.

Section 6 Cancellation of events (withdrawal), termination and exclusion of participants

(1) The provider reserves the right to cancel the event due to insufficient demand or number of participants (less than 20 participants) no later than ten days before the planned event date or for



reasons of force majeure, such as the sudden illness of the speaker, short-term prevention through no fault of the speaker or non-appearance through no fault of the speaker without the possibility of deploying a substitute speaker. Any fees already paid by the participant will be refunded. The participant will be informed immediately of the inability to attend and of the refund. If the event cannot take place only in part, the fee shall be due on the basis of the ratio of the partial service already provided at the time of cancellation of the event to the total amount of the contractually provided service, unless the calculation of the partial service provided would be unreasonable for the participant, in particular if the partial service provided is of no value to the participant. If an online event is cancelled, the participant will be informed about replacement dates or alternatives.

(2) For damages caused to the participant by a cancellation of the provider, the provider shall only be liable under the conditions and within the limits of the provisions of the section "Disclaimer and limitation of liability" (Section 9 of these GTC).

(3) The provider is entitled to terminate the contract with the participant for important reasons. An important reason is given in particular in the following cases:

- in the event of justified doubts about the health suitability of a participant to take part in an event; this applies in particular to mental illnesses, the intake of medication or the consumption of drugs or intoxicants that do not rule out a risk to the participant or others;

- in the event of behaviour at events that is contrary to the community despite previous warning and threat of termination by the speaker, in particular in the event of disturbance of the performance of the event due to noise and noise nuisances or by disruptive behaviour;

- in the event of defamation of any kind against the speaker, other participants, the provider or its vicarious agents;

- in the event of discrimination against persons on grounds of racial or ethnic origin, sex, religion or belief, disability, age or sexual identity

as well as

- in the event of abuse of the event for party political, philosophical or agitational purposes.

(4) Instead of a termination, the provider can also exclude the participant from his (the provider's) offer (e.g. courses, trainings, programs or other events) in whole or in part. Such termination or exclusion shall not affect the provider's right to remuneration.

Section 7 Online participation

(1) If the provider's offer includes - depending on capacity and type of event - the possibility of participating in the respective event via so-called live stream (listening and watching) or web conference (additionally active participation via microphone depending on the capacity and type of the event), the participant is provided with the live stream or web conference from the beginning and for the respective duration of the event, unless otherwise agreed. In this case, unless otherwise agreed, the course fee includes online access to the booked offer for the duration of the event. The provider reserves the right



to make technical changes or adjustments to ensure the quality and availability of the respective online events.

(2) The creation of the conditions necessary for the use of the offer – in particular, a sufficient internet connection, the use of an up-to-date internet browser, a functional loudspeaker and, if necessary, a microphone – is the responsibility of the participant. The provider assumes no liability for technical problems caused by the equipment or internet connection of the participant.

Section 8 Reservations for amendments

The provider is entitled to make necessary changes to the content and organisation or deviations before or during the event for valid reasons, provided that these do not substantially change the content of the announced event and are reasonable for the participant. In addition, the provider is entitled to replace the intended speakers in case of need (e.g. in case of illness, accident and other short-term prevention) with other persons who are comparably qualified in relation to the announced topic, unless the change is not reasonable for the participant. The provider shall inform the participant immediately about significant changes and the use of other speakers.

Section 9 Disclaimer and limitation of liability

(1) Claims of the participant for damages are excluded. This does not apply to claims for damages by the participant arising from injury to life, body, health or from the violation of essential contractual obligations or from non-compliance with a guarantee given by the provider or due to fraudulently concealed defects, as well as liability for other damages based on an intentional or grossly negligent breach of duty by the provider, its legal representatives or vicarious agents. Significant contractual obligations are obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on whose observance the contractual partner may regularly rely.

(2) The provisions of the *Produkthaftungsgesetz* [German Product Liability Act] remain unaffected.

(3) The limitations of paragraph 1 shall also apply to the legal representatives and vicarious agents of the provider if claims are made directly against them.

Section 10 Copyright, general personality right to own image

The provider's offers (e.g. courses, training sessions, programs or other events) are protected and may not be recorded (in particular filmed), reproduced or distributed in image and/or sound, not even in part, without the provider's consent. Similarly, it is not permissible for words spoken in the events to be automatically converted (transcribed) into written text. The provider reserves all rights. The rights of third parties, in particular the speakers and other participants, remain unaffected by this.

Section 11 No provision of treatment services

(1) The contract between the provider and the participant does expressly not have the object of alleviating physical or psychological human suffering or rectifying its cause. The offers of the provider (e.g. courses, trainings, programs or other events) expressly have no object and do not aim to prevent, detect, cure or alleviate illnesses, suffering, body damage, physical complaints or mental disorders of a pathological or non-pathological nature. In particular, the provider does not provide any history, assessment, diagnosis, therapy or individual risk assessment of the participant.



(2) If the provider or the organiser determines that a participant is not suitable for the services offered, the provider reserves the right to cancel the contract. In this case, the seminar fee shall be reimbursed on a pro-rata basis.

Section 12 Final provisions

(1) If the contracting participant within the meaning of Sections 1 and 2 of these GTC is not a natural person, the provisions of Sections 4, 6 (3) and 7 up to and including 11 of these GTC shall also apply mutatis mutandis to that natural person who actually carries out the provider's offer as intended.

(2) The contractual relationship between the provider and the participant shall be governed by the law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods and Private International Law.

(3) If the participant is a merchant, a legal entity under public law or a special fund under public law with its registered office in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes between the participant and the provider arising from the contract shall be the registered office of the provider. If the participant is located outside the territory of the Federal Republic of Germany, the place of residence of the provider shall be the exclusive place of jurisdiction for all disputes arising from this contract, if the contract or claims arising from the contract can be attributed to the professional or commercial activity of the participant.

(as of 26/08/2024)

Alternative dispute resolution pursuant to Article 14(1) ODR-VO [Online Dispute Resolution] and Section 36 VSBG [German Act on Alternative Dispute Resolution in Consumer Matters]:

The European Commission provides an online dispute resolution (ODR) platform at <https://ec.europa.eu/consumers/odr>. The provider is not obliged or willing to participate in a dispute resolution procedure before a consumer arbitration board.