

General Terms and Conditions for Workshops and Online Courses

by the innerwise institute —hereinafter referred to as the provider—

§ 1 Scope

- (1) The provider's services offered on <https://innerwise.com> in the context of planning and organizing workshops and online courses are exclusively rendered on the basis of the following General Terms and Conditions, always as amended at the time the contract is entered into.
- (2) In principle, all individuals are entitled to take part in workshops and online courses offered by the workshop/online course content provider. No prior knowledge is required unless otherwise indicated in the description of the workshop or online course and/or services provided.
- (3) The provider's General Terms and Conditions shall apply exclusively. General Terms and Conditions of the purchaser shall not be valid unless we have given our express consent.

§ 2 Registration

- (1) The range of workshops and online courses offered by the provider on the Internet is a non-binding offer to the client to enter into a contract. By sending the registration form, the client is making a binding offer to contract.
- (2) Registrations for workshops or online courses may be made by e-mail, fax or mail. By registering, the participant acknowledges the applicability of these conditions of participation. Registrations are processed on a first-come-first-served basis.
- (3) The provider may accept this offer within 2 days by confirming registration. The provider will inform the client in writing (e-mail, fax) if registration cannot be accepted, e.g. because the maximum number of participants has been reached.

§ 3 Prices and payment

- (1) The workshop or online course participant undertakes to pay the tuition set for the workshop or online course he or she chooses to attend. The participant can see the amount of tuition due under the workshop or online course offerings listed at <https://innerwise.com> and/or on the registration form he or she signed as well as the invoice that serves as enrollment confirmation. Payment of tuition entitles the participant to take part in our curriculum. All payments must be rendered in the form of wire transfers to the workshop/online course content provider's bank account as listed on the enrollment confirmation and/or invoice and must not incur any extra charges for the provider.
- (2) The obligation to pay exists irrespective of actual participation in the workshops or online courses unless participation is not possible due to reasons attributable to the provider. The client's statutory right to withdraw from the contract shall remain unrestricted.
- (3) In the event of delayed payment, we will be entitled to charge interest on arrears of 5 percentage points over the base interest rate of the European Central Bank. In legal transactions between undertakings, the interest rates shall be 8 percentage points over the base interest rate. In the event that we assert a claim for higher losses due to delayed payment, the purchaser will be given an opportunity to prove that the loss due to delayed payment was not incurred at all or was considerably lower than claimed.
- (4) The prices stated on the provider's website current at the time when the contract is entered into shall apply. Prices include statutory value-added tax applicable at the time.

§ 4 Canceling/withdrawing from a workshop/online course and early termination

(1) Canceling or withdrawing from a workshop or online course must be done in writing. This causes administrative expenditure. The following formula shall apply:

Should a participant cancel/withdraw from a workshop or online course up to 1 month before its start, he or she shall receive a full refund, minus an administrative fee of €20.00. For cancellations/withdrawals up to 1 week before the scheduled start, participants shall receive a 90% refund of tuition. For cancellations/withdrawals after this point, 50% of the tuition will be charged unless the Institute is able to fill the vacant spot.

(2) It is possible to send a substitute for the registered participant if such substitute matching the target group is nominated, attends the workshop and pays the tuition fee. The provider shall be informed of the substitute in writing without delay.

(3) The mentors (workshop instructors) will be entitled to discharge workshop participants and terminate their participation prematurely in the event of misconduct during workshops, inability to master workshop contents and processes, or provocative behavior.

In such cases, workshop participants shall only be entitled to a refund of the prorated fee for workshop times not attended. No further claims by participants will be recognized. Participants will not be entitled to certificates in such cases.

§ 5 Cancellation of workshops and online courses, changes

(1) The provider reserves the right to cancel workshops or online courses no later than 10 days before the scheduled date in the event that the minimum number of participants has not been reached or for other material reasons beyond the provider's control (e.g. unexpected illness of speaker, force majeure). In such a case, the workshop or online course content provider will notify participants promptly that the workshop or online course has been canceled.

(2) In the event of cancellation, tuition fees already paid shall be refunded. Any further liability and claims for indemnification which do not concern damage to life, body or health shall be excluded unless due to intent or gross negligence. No liability will be assumed for indirect losses, including, without being limited to, lost profit or third-party claims.

(3) If necessary, the provider shall be entitled to make changes or alterations to the workshop or online course contents, methodology and organization before or during the event as long as these do not cause any significant changes to the benefit of the scheduled event for the participants. The provider shall be entitled to replace the scheduled speakers by other speakers qualified in respect of the workshop/online course contents for material reasons such as illness or accident. Claims for damages from this title shall be excluded.

§ 6 Certificates, diplomas and rights of use

(1) Upon the full and successful completion of a workshop or online course, participants will receive acknowledgement and/or proof of participation in the form of a certificate or diploma.

No certificate or diploma will be distributed unless a participant has completely fulfilled all requirements of the workshop or online course indicated on the certificate.

(2) A certificate is included in the cost of the workshop or online course. Participants must pay €10.00 for later changes to a certificate or diploma, as well as for requests for an additional certificate/diploma because the original one has, for instance, been lost.

(3) No legal claim exists on health insurance companies regarding recognition of the certificates of completion issued by us for participation in our training, as health insurance companies are responsible for such recognition.

(4) The provider retains the rights to all content published on this website (images, text, etc.). Any such content may be reproduced by third parties only with the written approval of the Institute.

(5) Workshop or online course participants should be aware that all scripts, workshop/online course materials, certificates and diplomas received during their workshop or online course are subject to current copyright laws. The distribution and/or further use of learning materials—for educational purposes, for instance—as well as reproduction in any manner whatsoever is prohibited. In addition, the resale or further distribution of workshop or online course materials is not permitted.

§ 7 General remarks/special obligations of workshop/online course participants

(1) The workshop/online course content provider would like to emphasize that workshops or online courses completed by the participant do not qualify him or her to undertake the medical treatment or healing of patients or sick people. All workshop/online course offerings are designed to impart information and skills that are preventive, cosmetic and beneficial in nature (fostering wellness).

(2) Certificates of completion issued by innerwise do not qualify workshop or online course participants to practice curative therapies. The workshop/online course participant bears sole responsibility for the use of and/or reference to, outside the Institute, any accolades conferred by the workshop/online course content provider. In this regard, the participant releases the provider from all third-party claims made on third parties and/or the workshop content provider and arising from the participant's use of/reference to accolades conferred.

(3) Successful completion of a workshop or online course and the receipt of accolades do not qualify the workshop/online course participant to adopt legally protected professional titles such as "Alternative Health Practitioner," "Massage Therapist," "Medical Bath Attendant," "Physiotherapist" or "Physical Therapist," "Psychologist," or "Social Pedagogue."

(4) The workshop/online course participant undertakes to use/apply all learned techniques professionally only preventively and in a manner that promotes wellness.

(5) In addition to these numbered provisions, the workshop/online course content provider would like to underscore that recognition on the part of third parties of the professional titles and certificates issued by the provider is not guaranteed.

(6) The participant should note that, after completion of the workshop or online course, he or she is not authorized to undertake misleading advertising that might allow the participant to be confused or compared with a state-certified professional (e.g. a "Physiotherapist" or "Physical Therapist," "Alternative Health Practitioner," "Massage Therapist," "Medical Bath Attendant," "Physician," "Psychologist," or "Social Pedagogue") or give rise to the impression that the participant has received a state-certified qualification or graduated from an academic degree program. In this context, the workshop/online course participant releases the workshop/online course content provider from any third-party claims, in particular those stemming from unlawful conduct on behalf of the participant, whereby this exclusion of liability also includes an obligation to completely indemnify and compensate the provider for defense costs, particularly court costs and fees for legal representation.

§ 8 Liability

(1) In the event of slight negligence in the fulfillment of duties the provider's liability and the liability of his vicarious agents shall be limited to the direct average loss which is foreseeable and typical of the contract. We will not assume any liability for our vicarious agents in the event of slight negligence in the fulfillment of duties which are not material to the contract and do not jeopardize the performance thereof.

(2) The above limitation of liability does not apply to product liability claims or guarantee claims as well as claims arising in the event of damage to body and health or death.

(3) The provider does not assume any liability for any success expected from the workshop or online course (such as admission to exams, passing of exams etc.) by the participants.

§ 9 Privacy and data protection

The provider will treat your personal data confidential and in keeping with the statutory provisions on data protection as well as his own privacy policy. Without your express consent, your data will not be passed on at all or only within the limits required for the performance and handling of the contract.

§ 10 Governing law and place of jurisdiction

(1) The laws of the Republic of Germany shall apply.

(2) If the contracting parties are businessmen, the court having jurisdiction for our seat at Schöneiche shall be the forum unless an exclusive forum has been agreed for a dispute. This will also apply to participants who reside outside the European Union.

§ 11 Final provision

In the event that a provision of this contract is or becomes invalid or unenforceable, the remaining provisions of this contract shall be unaffected.

November 2014 version (2)