Terms and Conditions of

HeroThink Stefan Fiebig

Scope

These general terms and conditions are valid for contracts between Stefan Fiebig - HeroThink (hereinafter referred to as HeroThink or organizer) and for the purposes of the law natural persons as consumers or as entrepreneurs (hereinafter referred to as customer, buyer or participant).

These terms and conditions are an integral part of any contract concluded with us by the aforementioned natural persons and apply exclusively. They concern both the purchase of goods and the booking of seminars. Special agreements and ancillary agreements will only be valid if they have been confirmed by us in writing. Deviating terms and conditions of the customer, which we do not expressly and in writing acknowledge, are non-binding and will not become part of the contract, even if they were not objected to in individual cases.

Purchase of goods, registration, invoice, participation reservation when booking seminars

In order to sign up for a seminar or to order goods, we ask you to make the purchase through the shop section of the website. You will receive an order confirmation and invoice by email. The space at the seminar is thus binding reserved. This participation reservation expires if the due amount (seminar fee or at least the deposit payment for the seminar) has not been paid within the specified deadline. In the case of partial payments it is possible that several invoices will be issued. Please pay within the deadline indicated on the invoice. Goods will be shipped as soon as the amount due has been received.

Payment, payment options, term of payment

In the shop area for seminar bookings you have the possibility to choose between payment by bank transfer (advance payment and invoice) and Paypal. Goods can only be paid in advance and Paypal. In the case of Paypal, you will be redirected to Paypal as part of the sales process. In the case of payment in advance or invoice, please transfer the amount due stating the specified invoice and customer number to the following account:

Stefan Fiebig IBAN DE95540700240024329500 BIC/SWIFT-Code DEUTDEDB540 Deutsche Bank

By purchasing a deposit payment for a seminar in the shop area of the website with the payment option "Partly payment" you book a seminar with separate deposit and final payment. By paying the deposit you reserve your place at the seminar. At this point, as with this booking option in the shop area, we expressly point out that the purchase of this deposit payment is linked to the total purchase of the seminar and that the final payment is due at a later date. You will also receive an invoice for the balance due after booking the deposit. You can settle this directly by bank transfer or settle by the possible in the shop booking a final payment. This is particularly useful if you prefer other payment methods than bank transfer. Of course, only one deposit payment per participant as the final payment, no matter which payment option you choose. The total sum of the seminar price is due until the date stated on the confirmation of registration or the invoice. If the total amount has not been received by this time, the participation reservation and the deposit expire. Perks such as Early bird fares can only be granted if the terms of each benefit are respected. If this is not the case, the regular seminar fee is due.

Prices and shipping costs

All prices include VAT, unless otherwise stated.

As packaging and shipping costs for goods to be shipped, we additionally charge:

Within Germany: 4.50 Euros

Outside Germany, to other EU countries: 6,90 Euro

Switzerland and other non-EU countries: 15,90 Euro (package weight over 5kg or a value of goods over 100,- Euro will be charged 29.90 shipping costs.)

From a value of 50,- Euro, we deliver within Germany and to EU countries free from costs.

Resignations on bookings

Resignation of the organizer

The organizer is entitled to cancel a seminar if the necessary minimum number of 12 participants has not been reached. In this case the registered participants will be informed at least 4 weeks before the event. In the case of circumstances which make the seminar impossible (eg short-term illness of the seminar leader), the organizer is entitled to cancel the seminar at short notice. This also applies to circumstances that are not the responsibility of the organizer. We would like to point out that, in such cases, we will endeavor to find solutions that are satisfactory to all involved (for example alternative dates). Participants are not required to use an alternative solution.

Already paid fees will be fully refunded within 30 days. Further claims are not available to the participants.

In the course of a seminar, a participant should behave in a manner that violates customary rules of behavior (eg, alcohol or drug abuse, insulting or denigrating others, rioting or other undesirable or punishable acts) and his participation in the organizer, others Participants or accommodation is unreasonable, the organizer is entitled to cancel the further participation in the seminar. This also applies in the case of physical or mental problems of a participant, which make it impossible for him to attend the seminar. In these cases there is no entitlement to repayment of the seminar fees. There is no right of recourse to additional costs. The organizer reserves the right to refuse or cancel applications from participants who have caused such problems. In this case, the organizer will cancel the participation in the seminar at the latest 14 days before the seminar date. Already paid fees will be fully refunded within 30 days. Further claims are not available to the participant.

Resignation of the participant

The cancellation or the resignation from the seminar must be in writing. In the case of cancellation by e-mail, the deregistration is only valid if it has been confirmed by a cancellation confirmation from the organizer. A read receipt of the email is not sufficient. Please write with your customer and invoice number to:

Stefan Fiebig Eckstr. 1a 66894 Langwieden or Email: kontakt2017@herothink.com

<u>Resignation when booking a complete seminar series:</u> The discounted total price of a series compared to individual bookings is due to the early booking and payment of several parts together.

Therefore, for cancellations of a complete series of seminars, the cancellation deadlines for the first session of the respective series apply.

<u>Resignation up to 8 weeks before the start of the seminar:</u> The deposit expires. Beyond that already paid fees will be refunded. Refunds will be refunded within 30 days. Please enter an account account when you unsubscribe in this case.

<u>Resignation within 8 weeks before the start of the seminar:</u> The deposit expires. Beyond this, fees already paid can only be refunded if the reserved space can be filled by a substitute who enrolls and participates in the same seminar. Benefits can not be transferred to a replacement. If a replacement is not possible, the participant has to pay the full seminar fee. This also applies to short-term cancellation due to illness or cancellation of the seminar participation.

A participant who has been excluded from a seminar due to gross violation of the usual rules of conduct or due to crime as described above can not be accepted as a substitute for the resignation of a participant.

Refunds will be refunded within 30 days. Please enter an account account when you unsubscribe in this case.

We recommend the conclusion of a seminar cancellation insurance to cover reasons for withdrawal, which are not foreseeable at the time of booking. Find out about the details at the major insurance companies or on Internet search engines with the terms "Seminar cancellation insurance", "cancellation insurance for seminars", or "seminar insurance". Some tariffs will not only reimburse you for cancellation fees, but also for travel and accommodation.

Costs for Catering and Accomodation upon resignation of the participant from the seminar:

If the resignation from the seminar is an event that includes meals and accommodation included in the seminar price, the costs for meals and accommodation can only be refunded if the organizer does not incur any costs due to the resignation of the participant.

Force majeure

In case of cancellation or termination of a seminar due to force majeure, no recourse claims can be asserted against the organizer.

Cancellation

Withdrawal

You have the right to cancel a contract within fourteen days without giving any reason. The revocation period is fourteen days from the date of the conclusion of the contract or the receipt of goods. To exercise your right of withdrawal, you must notify us by means of a clear statement (such as a letter sent by post or an email) of your decision to withdraw from this contract. <u>Please use the following address and use the withdrawal</u> form to explain your cancellation, which you will find here.

Stefan Fiebig Eckstr. 1a 66894 Langwieden or

Tel.: +49176/72412015 Email: **kontakt2017@herothink.com**

In order to maintain the cancellation period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the cancellation

If you withdraw from this Agreement, we have selected all payments we have received from you, including delivery charges (except for the additional costs arising from choosing a different delivery method than the most favorable standard delivery we offer have to repay immediately and at the latest within fourteen days from the date on which the notification of your revocation of this contract has reached us. For this repayment, we will use the same form of payment that you used in the original transaction, unless otherwise agreed with you. In no case will you be charged for this repayment fees.

In the case of goods delivered, we may refuse to repay you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier. You must immediately and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract send or give back goods to:

Stefan Fiebig Eckstr. 1a 66894 Langwieden

The deadline is met if you send the goods before the deadline of fourteen days. You bear the immediate costs of returning the goods. You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functioning of the goods. In the case of a return from non-EU countries, please contact us before sending in order to arrange any necessary customs documents for the return shipment.

You can only revoke the purchase of CDs and DVDs if the seal on the CDs or DVDs has not been damaged.

If you have requested that services be commenced during the cancellation period, you must pay to us a reasonable amount in comparison to the proportion of services already provided by the time you inform us of the exercise of the right of withdrawal in respect of this contract corresponds to the total volume of services provided for in the contract.

Expiry of the right of withdrawal for digital goods

Digital goods such as e-books, videos or audiobooks that are not delivered on a physical disk, but e.g. are delivered via email or download via e-mail, are excluded from the right of revocation due to the immediate completion of the contract.

- End of Cancellation -

Warranty

The warranty period for our delivery of goods is 24 months. The customer must examine the delivered goods immediately and notify defects immediately. For obvious defects, there is only warranty if the customer indicates the defects within a period of 14 days after delivery of the goods.

If the goods delivered by us prove to be defective, we are entitled to choose between repair or replacement. We first have the opportunity to remedy the defect - depending on the nature of the goods, sometimes even several times - by means of subsequent performance by repair or replacement. If the supplementary performance is not possible or the supplementary performance fails or the customer is not satisfied with the supplementary performance, the customer may demand the reduction of the purchase price (reduction) or withdraw from the contract.

Data Protection

By concluding a contract with the organizer you agree to have read the privacy policy terms and agree to them. You can find the complete privacy policy here.

Personal data are only collected, processed and used to the extent necessary for the performance of the contract. This is done on the basis of Art. 6 para. 1 lit. b GDPR (EU-DSGVO), which allows the processing of data to fulfill a contract or pre-contractual measures.

Copyright

By booking a seminar / event, the participant acknowledges the following facts: All teaching materials are protected as a whole as well as in parts under copyright and may only be used for personal use. Any use outside the limits of copyright law without the express written consent of the author, Stefan Fiebig, inadmissible and punishable. This applies in particular to reproductions, translations, microfilming and the storage and processing in electronic systems. All rights reserved. If contents of these teaching materials are stored in an electronic form permitted by the author, then further duplication in electronic form without the express

written consent of the author is inadmissible and punishable. (Own video or audio recordings are not permitted.) Legally purchased educational materials may be copied by the owner for personal use in small numbers (maximum 5 copies) to other devices or media. All teaching materials, such as Seminar documents are provided as a perpetual loan for private use. A transfer to third persons is not permitted. The property rights remain with the organizers. A violation of the copyright law and the provisions set out above will be prosecuted and prosecuted.

Media Recordings

Seminars, webinars as well as the "Audio Master Classes" can be recorded by the organizer or by persons commissioned by the organizer as photos, video or audio recordings.

By booking, you agree to the creation, storage and use of the media recordings. The recordings are the exclusive property of the organizer Stefan Fiebig, who also owns the exclusive copyright. The participant does not derive any further rights, rights or claims to or from these recordings. The recordings may be edited, archived and used by the organizer for advertising material and commercial purposes. This includes audio products, CDs, DVDs, videos, the Internet, wireless media, live streams, as well as print and lectures. The organizer will always respectfully and responsibly deal with such recordings.

Recordings, which show a participant not only as an arbitrary person in the meeting of many participants, and / or in the corresponding way in the audio recordings of the total amount sound are on a voluntarily basis.

If the participant decides to take such an individual's photograph out of the crowd, e.g. By participating in a demo or a role-play in front of the camera or speaking in a webinar, he agrees that the recording may be made, stored and archived until deletion. For the use of this recording, a separate consent can be set up. A given consent can be revoked at a later date only on the basis of a proven, important reason, analogous to §42 UrhG and u.U. Claim for damages of organizer.

Liability

By booking a seminar / event, the participant agrees to participate of his own free will and on his own responsibility in this event.

The participant is aware that the event will use highly effective psychological techniques for intensive personal work and competence development and will be able to participate physically and psychologically. A liability of the organizer for damages or loss of property of the participants or in case of injuries and / or psychological or other after effects / consequences does not exist.

In the event of a seminar failure due to force majeure or short-term circumstances, which make the implementation of the seminar impossible, the liability is limited to the paid seminar fees. A liability for travel, accommodation and food costs is not accepted.

Jurisdiction

Jurisdiction is Kaiserslautern

Contract language

Contract language is English and German.

Effective date: 01.05.2021

With the appearance of the present version, all previous editions lose their validity. For already booked seminars, the valid version at the time of booking applies.

Note: To download our terms and conditions as a pdf click HERE.