

# General Terms and Conditions

of Dr. Thomas Bacharach and Marielena Bacharach GbR

Gender Notice: For reasons of better readability, the masculine form is frequently used for personal and gender-specific nouns on this website. These terms apply equally to all genders in the spirit of equal treatment. The shortened form is solely for editorial purposes and does not imply any valuation.

## 1. Scope and Provider

These General Terms and Conditions (hereinafter referred to as "GTC") of Dr. Thomas Bacharach and Marielena Bacharach GbR (hereinafter referred to as "Seller" or "we") apply to all contracts concluded between a consumer or entrepreneur (hereinafter referred to as "Customer" or "you") and the Seller regarding the goods presented by the Seller on the website [www.sibo-academy.de](http://www.sibo-academy.de). The inclusion of the Customer's own terms and conditions is hereby rejected unless otherwise agreed.

Our deliveries, services, offers, and sales processing are exclusively based on these GTC. The GTC also apply to all future business relationships with natural persons and companies, even if not expressly agreed again. The inclusion of customer GTCs that contradict our GTCs is already contradicted.

A consumer within the meaning of these GTC is any natural person who concludes a legal transaction for purposes that are predominantly not attributable to their commercial or independent professional activity. An entrepreneur within the meaning of these GTC is a natural or legal person or a legally capable partnership who, when concluding a legal transaction, acts in the exercise of their commercial or self-employed professional activity.

You can access and print the current GTC on the website at [www.sibo-academy.de](http://www.sibo-academy.de).

Sales processing of the online offers is handled by the shop provider "ablefy" of elopage GmbH, Potsdamer Straße 125, 10783 Berlin.

As the Customer purchases the product via this platform and it is made available there, the GTC of ablefy or elopage GmbH also apply. However, these present GTC take precedence over all provisions in the GTC of elopage GmbH.

The version of these GTC valid at the time of the order shall apply. The status of the GTC can be found in the footer of the document.

## **2. Data Privacy**

We refer to our data protection information. You can find it at [www.sibo-academy.de/en/privacy-policy](https://www.sibo-academy.de/en/privacy-policy).

## **3. Steps to Conclude a Contract for Our Online Products (especially live events such as webinars and online courses)**

The booking of our online products is made via the website [www.sibo-academy.de](https://www.sibo-academy.de) or directly through our profile on ablefy: <https://myablefy.com/s/SIBO-Academy>. The following steps are necessary:

(1) By clicking on the "Reserve Your Spot" button (top right on the website) or via the "Course" category and then at the very bottom of the page on the "Reserve Your Spot" button, you will be directed to the "ablefy" page (elopage GmbH, Potsdamer Straße 125, 10783 Berlin).

(2) Here, you select the desired product.

(3) You can then enter the necessary data for the sales process directly on the "ablefy" page. You can also choose your payment method here. The following payment methods are available: credit card payment, or PayPal.

a) PayPal: By selecting "PayPal" as the payment method and confirming "Buy Now," you will be redirected to PayPal's login page. Upon successful login, the address and account data stored with PayPal will be displayed. Payment is processed via PayPal (subject to PayPal's terms and conditions). The service provider is PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter "PayPal"), under the PayPal user agreement available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>

b) Visa / MasterCard: By clicking "Continue with Credit Card," you enter your data over a secure connection and finalize the order with the "Buy Now" button. A secure connection is established with your credit institution.

(4) To finalize the process, you provide consent by clicking the respective checkboxes for the storage and processing of your data, acceptance of the GTC of ablefy or elopage GmbH, as well as these GTC and the right of withdrawal. The texts are linked accordingly.

(5) Right of Withdrawal: You must agree that execution of the ordered service may begin before the withdrawal period expires. You acknowledge that your right of withdrawal expires upon full contract performance.

(6) Finally, click the "Buy Now" button to submit a binding offer. This constitutes an offer to ablefy to conclude a purchase contract for the booked product.

(7) Immediately after submission, you will receive a confirmation email from ablefy with access credentials for your product. At this point, the contract is concluded.

(8) If you already have an "ablefy" customer account, you can log in with your credentials and the product will be added to your account.

## **4. Prices and Service Period**

(1) Order processing and communication generally take place online via email or through the ablefy platform. You must ensure that the email address you provide for order processing is accurate so that emails sent by the Seller can be received at this address. In particular, you must ensure, when using SPAM filters, that all emails sent by the Seller or by third parties commissioned with order processing can be delivered.

(2) The duration of the event / online course or product subscription and contract is determined by the offer. Access to online courses is generally granted for 12 months from the time of access.

(3) All prices include the applicable statutory VAT, where due. The applicable tax rate is based on the rate valid in the buyer's country of residence. As a result, total prices may vary depending on the country of residence. Any additional delivery and shipping costs will be stated separately in the respective product description.

(4) The prices valid at the time of product booking apply.

(5) If special discount or promotional offers are advertised, they are limited in time or quantity. There is no entitlement to them.

(6) Payment for our online products is due immediately upon invoicing (usually by email in the form of a PDF document) without any deduction. A prerequisite for using the online product is the receipt of payment in the Seller's bank account specified on the invoice. For non-digital goods, payment must be made no later than 14 days after delivery and invoicing. Payment is processed directly via the Seller by invoice and transfer to the Seller's business account (account details are listed on the invoice).

(7) Available payment methods (e.g., PayPal, credit card or direct debit) may vary depending on the product. Access to the respective offers depends on prior receipt of

payment. In the case of invoice payment, access may be granted only after the amount has been credited to our account.

(8) If the Customer is in default of payment or otherwise in delay, we are entitled to refuse performance or delivery until all outstanding payments are made. In addition to default interest at the statutory rate, the Customer must pay a reminder fee of €5.00 (consumer) or €40.00 (flat-rate reminder fee for business customers) per reminder. Furthermore, we are entitled to withhold, interrupt, delay, or completely stop services without being obliged to compensate for any resulting damages. These rights apply independently of any other contractual or legal rights and claims.

(9) In some cases, the Seller offers installment payments. The total amount may be higher than with a full payment. Early termination of an installment payment agreement is possible via early repayment. You have the right to pay the full amount (including the increased installment amount) partially or fully before the agreed period ends.

(10) In some cases, the Seller offers subscription models (e.g., for the SIBO Academy® Community). Access to the product initially applies as long as the subscription runs. It is automatically renewed unless the Customer cancels the respective subscription in due time. The exact cancellation terms for the respective product are provided in the order confirmation email by ablefy.

(11) In the case of late payments—whether for purchases on account, installment payments, or SEPA direct debit—agreed interest on arrears as well as reasonable reminder fees shall apply. If internal dunning is unsuccessful, the Seller may transfer the outstanding claim to a lawyer. This may result in legal costs for you.

(12) If you cancel a SEPA direct debit mandate you issued without legal justification, you must pay the bank fees for returned debits as well as any legal fees. Such conduct may also have legal consequences.

(13) If an installment payment or subscription has been agreed upon and you fail to pay even after a written reminder and grace period, the Seller is entitled to terminate the installment agreement or provision of the product prematurely. The full outstanding amount then becomes immediately due.

(14) You are not entitled to assert any right of retention or set-off against the Seller's payment claims unless these are undisputed or legally established counterclaims.

## **5. Delivery, Retention of Title, and Liability for Defects**

### **(1) Online Courses:**

1. In case of purchase on invoice or SEPA payments, there may be a delay in the delivery of the product. When paying via PayPal or credit card, you will receive immediate access to your product.
2. You will receive your access credentials for the online course via email or through your ablefy account after successful registration.
3. The login credentials provided by you during registration (username, password, etc.) must be kept confidential and not made accessible to unauthorized third parties. Please also ensure your password is secure.
4. Access is only granted after successful payment of the digital product.

### **(2) Online Live Events (e.g., webinars and Q&A sessions):**

1. Access credentials for online live events (e.g., webinars and Q&A sessions) will be provided via email.
2. Participation in online live events is subject to receipt of the due payment by the Seller.
3. Access is only granted after successful payment of the digital product.

### **(3) Expert Directory**

1. Requirements for listing as an expert in our Expert Directory include: successful completion of an online course from the SIBO Academy<sup>®</sup> by Dr. Thomas Bacharach (including passing the exam), and completed basic training (e.g., medical degree, alternative practitioner training, etc.).
  2. Listing eligibility also requires submission of the necessary data by you. This information will be requested immediately after the product purchase.
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### **(4) Community**

1. You will receive access credentials to the community via email after purchasing the product through ablefy.
2. Participation in the community is subject to receipt of the due payment by the Seller.
3. Access is only granted after successful payment of the digital product.
4. If the purchased item is defective, the statutory provisions on liability for defects shall apply.

## **6. Subject Matter of the Contract**

### **6.1 Subject Matter of the Contract for Webinars / Webinar Recordings and Online Live Events**

(1) As a customer, you will receive your personal access credentials for the online event via email. With these credentials, you can log into the virtual seminar room shortly before the event begins. You are obligated to keep this access information confidential and not share it with any third party.

(2) We generally use Zoom, a service of the Zoom Video Communications, Inc., 55 Almaden Blvd, 6th Floor, San Jose, CA 95113, USA („Zoom“) for these events. This software runs directly in a web browser. Therefore, to participate, you will need:

1. an up-to-date browser (recommended: Mozilla Firefox or Google Chrome or derivatives technically based on Firefox/Chrome) with updates no older than 6 months
2. a device (PC, tablet, smartphone, etc.) that supports the use of such browsers

(3) Current system requirements can be found at:

[https://support.zoom.com/hc/article?id=zm\\_kb&sysparm\\_article=KB0060762](https://support.zoom.com/hc/article?id=zm_kb&sysparm_article=KB0060762)

(4) These GTC apply to services provided by the Seller in the context of online live events, including webinars. The contractual services are outlined on our website and on our "ablefy" platform. Contracting parties are the Seller and the participant registered for the event (Customer).

(5) Registration: A contract for participation in a specified event is concluded through the booking process described in section 3.

(6) Number of Participants: Participation in our online live events may be limited. Registrations are considered in the order of purchase. The maximum number of participants per event is defined within ablefy. If all tickets for an event are sold, the event is considered sold out, and no additional tickets can be purchased.

(7) Price: The event fee includes participation and any accompanying materials. The conditions described in section 4 apply. Note: If you do not make use of individual booked services that were properly offered—whether due to early withdrawal or other reasons (including technical issues on your part)—you are not entitled to a partial refund.

(8) Cancellation due to Low Attendance: The Seller reserves the right to withdraw from the contract at short notice if the number of registrations for the online live event is insufficient. Generally, less than five participants is considered insufficient. However, the

Seller may choose to hold the event with fewer participants. If you have already paid the event fee, it will be refunded in full in case of cancellation.

(9) Cancellation for Other Reasons: The Seller may also reschedule or cancel the event for other reasons not attributable to them, such as the illness of the presenter. Further claims by the customer are excluded.

(10) Cancellation Due to Force Majeure: If the event is endangered or made impossible due to force majeure (e.g., natural disasters such as storms, earthquakes, floods), official measures, or safety risks, we may reschedule, cancel, or end the event early. The paid price will be refunded, less any already incurred expenses. We will strive to offer a suitable substitute service or alternative date.

(11) The Seller reserves the right to make short-term changes to the program and event details (e.g., time, date, location). These changes will be communicated online and, if applicable, directly to registered participants via telephone, email, or mail. If an event is rescheduled, you may withdraw from the contract free of charge. The withdrawal must be submitted in written form to: Dr. Thomas Bacharach und Marielena Bacharach GbR Otto-Lilienthal-Straße 13, 76275 Ettlingen Email: [info@sibo-academy.de](mailto:info@sibo-academy.de) No further claims by the participant will be accepted.

(12) Cancellation Policy: A cancellation is only free of charge up to 14 days before the start of the event. Within 14 days prior to the event: 100% of the event fee is due. This also applies if the registered participant does not log in. The cancellation must be submitted in writing (by email or post) to: Dr. Thomas Bacharach und Marielena Bacharach GbR Otto-Lilienthal-Straße 13, 76275 Ettlingen Email: [info@sibo-academy.de](mailto:info@sibo-academy.de) The receipt date of the cancellation notice by the Seller is decisive for observing the deadline. We will confirm the cancellation in writing. Any cancellation fees will be offset against any previously paid fees.

(13) Early Expiry of the Right of Withdrawal: If you consent to the contract being executed before the end of the withdrawal period, your right of withdrawal expires once the contract execution (e.g., provision of online formats) begins.

(14) Liability: The conditions outlined in section 13 apply.

(15) Confidentiality: By registering, every customer agrees to maintain confidentiality regarding any work topics or statements made during the event.

(16) We use "Zoom", a service of the Zoom Video Communications, Inc., 55 Almaden Blvd, 6th Floor, San Jose, CA 95113, USA („Zoom“) to conduct online meetings, audio/video conferences, and/or webinars. The extent of data processing depends on the information you provide before or during participation. Participant data is processed and stored on Zoom servers. This includes registration data (name, email, phone



[optional], preferred language) and meeting data (e.g., topic, participant IP address, device information, optional descriptions, location, date, time). Visual and audio contributions, as well as chat messages, may also be processed. Data processing outside the EU is generally avoided by restricting data storage to EU data centers. However, we cannot rule out data routing through servers outside the EU, especially if participants join from a third country. In such cases, data may be transmitted to Zoom servers in the USA. The legal basis is Art. 6 (1) lit. b GDPR for contractual purposes, or Art. 6 (1) lit. a GDPR if you provide consent, which can be revoked at any time. Additionally, Art. 6 (1) lit. f GDPR applies based on our legitimate interest in conducting effective online events. For more information, visit Zoom's privacy policy:  
<https://www.zoom.com/de/trust/privacy/privacy-statement/>

(17) Recordings: Our live online events may be recorded for later access within the SIBO Community and/or by participants, as well as for internal quality control. These recordings and any related image/audio/video material may be used for marketing purposes. Recordings may include: image and audio of the active speaker, all presented content, participant video/audio, and chat logs. As a participant, you can request a recording of your attended event by emailing [info@sibo-academy.de](mailto:info@sibo-academy.de). Due to technical reasons, recordings may not always be available. In such cases, there is no entitlement to partial or full refunds.

(18) The primary language for our webinars and online live events is currently German.

## **6.2 Subject Matter of the Contract for Online Courses**

(1) You will receive your access credentials for your online course via email or through your ablefy account after successful registration.

(2) The login credentials provided by you during registration (username, password, etc.) must be kept confidential and not made accessible to unauthorized third parties. Please ensure the security of your password.

(3) To use our online courses, you need a functioning internet connection (hardware, telecom connections, etc.). You, as the customer, are responsible for the provision and reliability of this connection, as well as for the technical devices and software necessary to use our online services (e.g., web browsers and PDF programs such as Acrobat Reader®). You bear any related costs and risks yourself.

(4) These GTC apply to services provided by the Seller within the scope of online courses. The contractual services are described on our website and on our "ablefy" platform. The contracting parties are the Seller and the participant registered for the online course (Customer).



- (5) Registration and Booking: A contract for participation in the online course is concluded through the booking process described in section 3.
- (6) Price: The prices, conditions, and service periods described in section 4 apply. Note: If you do not use specific services properly offered to you, due to early withdrawal or other reasons (including technical issues on your part), there is no entitlement to a partial refund.
- (7) Data Protection: We refer to the data protection information provided by ablefy. You can find it here: <https://myablefy.com/privacy?locale=de>.
- (8) Early Expiry of the Right of Withdrawal: If you agree that the execution of the contract begins before the end of the withdrawal period, your right of withdrawal expires upon commencement of the contract (e.g., through the immediate provision of included online formats).
- (9) Liability: The conditions outlined in section 13 apply.
- (10) Our online courses are currently only available in German.

## **6.3 Subject Matter of the Contract for the SIBO Community on Circle**

- (1) Requirements: Graduates of our online courses have the opportunity to acquire a membership for the SIBO Community on Circle.
- (2) Benefits: Members can network with each other, discuss professional questions regarding SIBO therapy and diagnostics, and review complex cases. Additionally, they receive regular updates on the topic of "Small Intestinal Bacterial Overgrowth" and gain access to the recordings of the live Q&A sessions from the course "SIBO Academy® by Dr. Thomas Bacharach – the online course on small intestinal bacterial overgrowth."
- (3) Registration: Qualified individuals may acquire a 1-, 6-, or 12-month membership via our ablefy profile at <https://myablefy.com/s/SIBO-Academy>. By applying, the applicant agrees to provide accurate, complete, and current data at all times, including for the Circle profile.
- (4) Use: The SIBO Community on Circle is accessible only to members. Members must not reproduce, copy, share, trade, or resell any materials published there, especially not the benefits. Members must ensure that no other person has access to their account and password. Additionally, members must immediately inform us of any actual or suspected loss, theft, or unauthorized use of their membership, account, or password.

(5) Duration and Termination: Membership lasts at least for the acquired term (1, 6, or 12 months). If not cancelled before the end of the initial or extended term, the membership will automatically renew for the purchased duration at a cost. Membership can be canceled at any time and takes effect on the date of the final payment due. We also reserve the right to (a) suspend or (b) terminate a membership at our discretion and without liability. A membership may be terminated, for example, due to violation of terms or a lack of respectful conduct. Even after termination, the rules regarding the use of materials published on Circle remain in effect.

(6) Data Protection: We refer to the data protection information of the Circle platform. To use the community, you must create an account. You can find their full privacy policy here: <https://app.circle.so/privacy>

(7) Changes: We reserve the right to revise the terms of the SIBO Community. The current version will be published on our website. If changes significantly affect members, they will be informed via email. Continued membership after the changes take effect implies agreement with the new terms. If members disagree with the changes, they should terminate their membership.

## **6.4 Subject Matter of the Contract for the Expert Directory**

(1) Requirements: Graduates of our online courses have the opportunity to be listed for a fee in the Expert Directory of the SIBO Academy® by Dr. Thomas Bacharach on our website [www.sibo-academy.de](http://www.sibo-academy.de).

(2) Benefits: Being listed in the Expert Directory increases visibility within the target audience. Individuals can search for experts and discover listed graduates, allowing them to have an online presence even without their own website. Linking to a personal website is also possible.

(3) Registration: Qualified individuals can acquire a free listing via our ablefy profile [www.myablefy.com/s/SIBO-Academy.de](http://www.myablefy.com/s/SIBO-Academy.de). After purchase, buyers receive an email with instructions. Relevant data for the directory must be submitted via email. By applying, the buyer agrees to provide accurate, complete, and current information at all times.

(4) Duration and Termination: Listings in the Expert Directory can be canceled at any time. Data removal may take up to 5 business days after short-notice cancellations. We also reserve the right to (a) suspend or (b) terminate a listing at our discretion and without liability. A listing may be removed, for example, if the agreement is violated or incorrect information is provided.

(5) Changes: We reserve the right to revise the terms of the Expert Directory. The current version will be published on our website. If changes significantly affect the listing, participants will be informed via email. Continued listing after the changes take effect

implies agreement with the new terms. If listed experts disagree with the changes, they should terminate their membership.

## 7. Provision of Suitable IT Infrastructure and Software

As the customer, you are responsible for providing and ensuring a functional internet connection (hardware, telecommunications access, etc.) and any other technical equipment and software necessary to use our online services (especially web browsers and PDF programs such as Acrobat Reader®). This must be done at your own cost and risk.

## 8. Right of Withdrawal and Instructions

### Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. For online courses, the withdrawal period is fourteen days from the day you or a third party designated by you who is not the carrier, have taken possession of the first distance learning material. For contracts concerning the delivery of goods, the withdrawal period is fourteen days from the day you or a third party designated by you who is not the carrier, have taken possession of the last good. For contracts concerning the delivery of digital content not on a physical data carrier, which is produced and provided in digital form, the withdrawal period is fourteen days from the day the contract is concluded.

**Exclusion or Early Expiry of the Right of Withdrawal** The right of withdrawal expires early for contracts concerning the delivery of digital content if we have begun executing the contract after you have expressly agreed that we begin execution before the end of the withdrawal period and you have confirmed your knowledge that by agreeing, you lose your right of withdrawal once the contract has begun.

To exercise your right of withdrawal, you must inform us with a clear declaration (e.g., a letter sent by post or an email) of your decision to withdraw from this contract:

Dr. Thomas Bacharach und Marielena Bacharach GbR Otto-Lilienthal-Straße 13 76275 Ettlingen  
Email: [info@sibo-academy.de](mailto:info@sibo-academy.de)

You may use the attached model withdrawal form, 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 has expired.

### Consequences of Withdrawal If you withdraw from this contract

we will reimburse you for all payments received from you, including delivery costs (except for the additional costs resulting from your choice of a different delivery method than the least expensive standard delivery offered by us), without undue delay and at the latest within fourteen days from the day we receive notice of your withdrawal from this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless expressly agreed otherwise with you; in no case will you incur any fees as a result of the reimbursement.

In the case of contracts for the delivery of goods, we may withhold reimbursement until we have received the goods back or until you have supplied evidence of having sent back the goods, whichever is the earliest. You must send back or hand over the goods to us without undue delay and in any event not later than fourteen days from the day on which you notify us of the withdrawal from this contract. The deadline is met if you send back the goods before the period of fourteen days has expired. You bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

### *End of Withdrawal Instructions*

#### **Model Form of Withdrawal**

(If you want to withdraw from the contract, please fill out this form and send it back to us.)

Dr. Thomas Bacharach und Marielena Bacharach GbR Otto-Lilienthal-Straße 13 76275 Ettlingen  
Email: [info@sibo-academy.de](mailto:info@sibo-academy.de)

I/we () hereby withdraw from the distance learning contract concluded by me/us ()

Ordered on () / received on ()

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only if this form is submitted on paper)

Date

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(\*) Delete as applicable.

## **9. Copyrights**

(1) All online events, online courses, and related materials are protected by copyright and may not be reproduced, shared with third parties, or otherwise distributed without prior consent of the rights holder.

(2) Files and materials may only be accessed (downloaded), used, and printed by you as the customer for your personal education. You may also print materials with third-party technical assistance (e.g., a copy shop). All usage rights remain reserved. This means you do not receive any additional usage rights. In particular, making copies of files or printouts for third parties, forwarding or distributing files to third parties, or any other use beyond personal study purposes—whether for compensation or free of charge—also after the completion of an online event or online course or any other product of the SIBO Academy® by Dr. Thomas Bacharach, requires our prior written consent. Any full or partial commercial use is prohibited.



(3) Trademarks and logos listed in the materials are protected under copyright law. You may only use the accessible materials and files within the limits explicitly permitted here or as mandated by statutory regulation.

(4) As the customer, you must ensure that access to and use of our paid products using your login credentials is exclusively by you. This also applies after your product subscription has ended or the online event/course has been completed. If there is any indication that unauthorized third parties have obtained access to your login credentials, you must inform us immediately so we can block or change them.

(5) We may temporarily or permanently block access if there are concrete indications that you are or have been in violation of these GTC and/or applicable law, or if we have any other legitimate interest in the block.

## **10. Trade Secrets**

(1) All information that you receive during our cooperation regarding the way we provide our services (developed ideas, concepts, operational experiences (know-how)) and that must be kept confidential due to legal regulations or by its nature is subject to trade secrecy. You are therefore obligated to maintain confidentiality and not to disclose such information. You are also not permitted to use this information outside of our agreement. Commercial use is strictly prohibited and always requires our explicit permission. The obligation to maintain confidentiality remains in force beyond the end of our cooperation.

(2) For every violation of the confidentiality obligation, an appropriate contractual penalty shall be payable.

## **11. Transport Damages**

(1) If goods are delivered with obvious transport damage, please report such damage immediately to the delivery company and contact us as soon as possible.

(2) Failing to file a complaint or contact us will have no consequences for your statutory warranty rights. However, it helps us to assert our claims against the carrier or the transport insurance.

## **12. Changes to these GTC**

These GTC may be amended if there is a valid reason for doing so. Valid reasons may include changes in legislation, changes in case law, or economic changes. We will inform you of the planned changes in good time. After being informed, you will have a 14-day right of withdrawal.

### **13. Disclaimer of Liability**

(1) Dr. Thomas Bacharach and Marielena Bacharach GbR strive to present all aspects and information provided in webinars, online courses, and accompanying materials with the greatest care and in line with the latest state of knowledge. Nevertheless, the presenters and Dr. Thomas Bacharach and Marielena Bacharach GbR accept no responsibility or liability arising in any way from the use of information contained in recordings, files, or materials. This disclaimer does not apply in cases of intent or gross negligence.

(2) No liability claims can be made against the Seller or its presenters resulting from the application of knowledge acquired through our online live events (e.g., webinars, Q&A sessions) or online courses. The organizer is not liable for loss, damage, or destruction of customer property related to the execution of an event unless caused by intentional or grossly negligent behavior of the Seller. The Seller is not liable for damages caused by force majeure, riots, war and natural disasters, or other events beyond its control (e.g., strikes, lockouts, traffic disruptions, official directives), or for non-culpable technical disruptions (e.g., IT system failures). No liability is assumed for booking or travel costs incurred by the customer if the event is canceled by the Seller.

(3) The implementation of the knowledge acquired is the sole responsibility of the customer. No specific success is guaranteed.

(4) We shall be fully liable for claims for damages caused by us, our legal representatives, or agents: • in the event of injury to life, body, or health, • in the event of intentional or grossly negligent breach of duty, • in the event of guarantee promises (if agreed), and • where the scope of application of the Product Liability Act applies.

(5) For breaches of essential contractual obligations whose fulfillment is necessary for the proper performance of the contract and on whose compliance the contractual partner may regularly rely (cardinal obligations), we shall only be liable for foreseeable damage typical for this type of contract, caused by slight negligence by us, our legal representatives, or agents.

(6) Otherwise, claims for damages are excluded. We are not liable for the slightly negligent breach of any duties other than those listed above.

(7) Data communication over the Internet cannot be guaranteed to be error-free and/or available at all times given the current state of technology. Therefore, we are not liable for the constant and uninterrupted availability of our booking process.

## **14. Consumer Dispute Resolution — in accordance with Regulation (EU) No. 2024/3228 of the European Parliament and of the Council**

The former EU online Dispute Resolution (ODR) platform was discontinued on July 20, 2025; Regulation (EU) No. 524/2013 was repealed by Regulation (EU) 2024/3228. An EU online portal for dispute resolution is currently not available. We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board (§36 VSBG). You can contact us at: [info@sibo.academy.de](mailto:info@sibo.academy.de)

## **15. Final Provisions**

(1) The contractual language is German.

(2) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. Mandatory provisions of the country in which you have your habitual residence remain unaffected. For contracts not involving a consumer, the place of performance shall be the company's registered office in Ettlingen.

(3) If you do not have a general place of jurisdiction in Germany, relocate your place of residence abroad after contract conclusion, or if your residence is unknown at the time of legal action, the place of jurisdiction for all disputes shall be Ettlingen, provided you are a merchant or a legal entity under public law.

(4) Should any provision of this contract be invalid or conflict with legal regulations, the remainder of the contract shall remain unaffected. The invalid provision shall be replaced by a legally valid provision that comes closest to the economic intent of the invalid provision. The same applies to any regulatory gaps.

GTC as of November 1, 2025