

General Terms and Conditions of Business, Participation and Use

of Dr. Thomas Bacharach und Marielena Bacharach GbR

Otto-Lilienthal-Strasse 13 · 76275 Ettlingen · info@sibo-academy.de · www.sibo-academy.de

1. Scope

- (1) These General Terms and Conditions of Business, Participation and Use apply to the online courses, ZFU-approved distance-learning courses, e-books and electronic specialist books, PDF, EPUB, video, audio and other digital content, live events, lectures, webinars, Q&A events, community services, entries in the Expert Directory and other digital or non-digital services offered by us.
- (2) Our products and services may be purchased either through a reseller identified in the ordering process or directly from us, in particular on the basis of an individual offer or an invoice issued by us.
- (3) The identity of the seller and contracting party will be shown to the customer before the respective contract is concluded, in the offer, ordering process, booking confirmation or accompanying contractual correspondence.
- (4) For the purposes of these Terms, a customer is any natural or legal person or partnership with legal capacity that purchases or uses a service offered by us.
- (5) A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to their commercial nor to their independent professional activity.
- (6) An entrepreneur is a natural or legal person or a partnership with legal capacity that, when concluding the contract, acts in the exercise of its commercial or independent professional activity.
- (7) In relation to entrepreneurs, conflicting or supplementary terms and conditions of the customer shall apply only if we have expressly agreed to their applicability in text form.
- (8) The specific product description, an individual offer and the service features presented in the respective ordering process form part of the contract. Individual agreements take precedence over these Terms.
- (9) The version of these Terms incorporated when the respective contract is concluded shall apply.

2. Distribution Channels and Contracting Parties

2.1 Sale through a Reseller

- (1) If a purchase is made via a sales platform on which a reseller is identified as the seller, the purchase contract is concluded between the customer and that reseller.
- (2) The reseller currently used on a regular basis operates vis-a-vis customers under the name "namotto". Technical sales and order processing is currently carried out in particular via the "ablefy" platform. The information provided in the specific ordering process, booking confirmation and invoice shall always be decisive for the seller's complete identity and corporate name.
- (3) In the case of a reseller sale, the reseller is responsible in particular for concluding the purchase contract, the purchase price, the payment methods offered, payment processing, invoicing, instalment and subscription payments, statutory withdrawals, contractual refunds and statutory claims arising from the purchase contract.
- (4) The reseller's terms and conditions, withdrawal information and consumer information incorporated in the ordering process apply to the matters specified in paragraph 3.
- (5) In the case of a reseller sale, we are the product provider and are responsible for creating the content and for actually performing or providing the service described in the product description.
- (6) In reseller sales, these Terms apply additionally, in particular, to the provision and use of our content, participation in our events, the handling of access credentials, use of our Community and Expert Directory, duties of conduct and confidentiality, and copyright and rights of use.
- (7) To the extent that these Terms contain provisions concerning the purchase price, payment processing, invoicing, refunds or statutory withdrawal, those provisions do not replace the relevant reseller terms in the case of a reseller sale.

2.2 Direct Sales by the SIBO Academy

- (1) If we are expressly identified in the offer, booking confirmation, invoice or accompanying contractual correspondence as the seller or contracting party and payment is to be made directly to us, the contract is concluded directly between the customer and us.
- (2) In the case of a direct sale, we are responsible in particular for the offer and conclusion of the contract, invoicing, payment processing, provision of the service, statutory information duties, processing statutory withdrawals, and statutory defect and performance claims.

- (3) In the case of a direct sale, a sales, course, community or membership platform may be used solely for technical registration, administration and activation of the service already purchased from us. Technical use of a platform does not alter the identity of the contracting party identified in the offer or booking confirmation.
- (4) This applies in particular to individually invoiced lectures, seminars and other services, as well as cases in which a sale via the sales platform used is technically unavailable and we provide the customer directly with an offer or invoice.

3. Conclusion of Contract for Direct Sales

- (1) The presentation of our services on our website, social networks, informational materials or other media generally does not constitute a binding contractual offer.
- (2) In response to an individual enquiry, we may send the customer a specific offer in text form. The offer includes in particular the essential features of the service, the price, the intended service period and the identity of the contracting party.
- (3) Subject to the individual offer, the contract is concluded in particular by the customer's express declaration of acceptance in text form, by a binding booking confirmation sent by us or, if expressly provided for in the offer, by payment of the invoiced amount as agreed.
- (4) Where we operate our own online ordering process, the customer submits a binding contractual offer by clicking the final order button that is clearly labelled as creating an obligation to pay. The contract is concluded through our express acceptance, a corresponding contract confirmation or provision of the service.
- (5) An automatically generated confirmation of receipt constitutes acceptance of the contract only if this is expressly stated in the message.
- (6) Before submitting their contractual declaration, the customer is given the opportunity to review and save these Terms and the consumer and withdrawal information applicable to the specific product.
- (7) The customer must ensure that the email address provided is correct and that messages from us or the platforms used can be received.

4. Prices and Payment for Direct Sales

- (1) The following provisions apply exclusively to contracts under which Dr. Thomas Bacharach und Marielena Bacharach GbR is itself the seller and contracting party of the customer. In the case of a sale through a reseller, the reseller's terms and price information included in the relevant ordering process apply to the purchase price, value added tax, payment processing and invoicing.

- (2) The prices stated in the relevant individual offer, ordering process or booking confirmation apply. If an invoice is expressly sent to the customer before conclusion of the contract as a contractual offer, the price stated in that invoice applies. An invoice issued after conclusion of the contract merely reflects the price already agreed.
- (3) Prices shown to consumers for the specific conclusion of the contract are total prices. They include the value added tax payable under the applicable tax provisions and any other price components charged by us.
- (4) If, before the place of supply or customer location relevant for tax purposes has been determined, a price for Germany is initially displayed, it will be expressly identified as a price for customers in Germany and the underlying German VAT rate will be stated. The total price applicable to a customer whose relevant place of supply or customer location is elsewhere may differ as a result of the applicable VAT rules.
- (5) The binding total price will be communicated to the customer clearly and comprehensibly no later than before the customer submits a binding contractual declaration. An individual contractual offer to a consumer will already state the binding total price for that contract. After conclusion of the contract, the agreed total price will not be increased solely because the transaction is subsequently assessed differently for VAT purposes.
- (6) The applicable VAT rate is determined by the laws in force. Depending on the nature of the service, whether the customer acts as a consumer or entrepreneur, and the place of supply relevant for tax purposes, the VAT rate of another country may apply, the customer may be liable for the tax under the reverse-charge mechanism, or the transaction may be exempt from VAT.
- (7) Offers to entrepreneurs will state whether the quoted price is net or gross. Where a price is expressly stated as a net price, any VAT legally payable will be added. For cross-border supplies, tax liability may pass to the recipient under the applicable statutory provisions. The customer must provide the information required for the VAT assessment in a timely and truthful manner and must prove its status as an entrepreneur and, where required, provide a valid VAT identification number.
- (8) Any additional costs charged by us will be disclosed separately before the customer submits a binding contractual declaration. Charges imposed by a bank or other service provider under a separate contractual relationship with the customer, including foreign-currency or conversion fees, are not part of our total price.
- (9) The payment methods available are those shown to the customer in the relevant offer or ordering process. The customer has no entitlement to use a particular payment method.
- (10) Payment may be processed through sales, checkout or payment service providers engaged by us. If the customer selects such a payment method, the provider's terms may

also apply to the separate legal relationship between the customer and that provider. Our obligations under the contract concluded with the customer remain unaffected.

(11) The invoice amount is due at the time stated in the offer, ordering process or invoice. Unless a different due date has been agreed, the invoice amount must be paid in full and without deduction within 14 calendar days after receipt of the invoice.

(12) We may make the provision of digital content, transmission of access credentials or activation of a platform dependent on full payment or successful payment authorisation.

(13) If instalment payments or other recurring payments are offered, their amount, due dates, term and other conditions are set out in the relevant offer. For ZFU-approved distance-learning courses, the statutory requirements and the relevant distance-learning contract take precedence.

(14) The customer must ensure that the selected payment method remains valid and has sufficient funds available throughout the agreed payment periods.

(15) If a due payment cannot be processed or is reversed without legal justification, the customer must reimburse the necessary costs actually incurred as a result, insofar as the customer is responsible for the failed payment.

(16) Otherwise, the statutory provisions on default in payment apply.

5. Activation Codes and Technical Registration

(1) In the case of a direct sale, access to a product may be provided by means of an activation, registration or access code for an external course or membership platform.

(2) Such a code serves solely to technically allocate and activate the service already purchased from and paid to us. Use of the code is not intended to create an additional paid purchase contract for the same product.

(3) The code may be used only by the person named in the offer or booking confirmation. It may not be passed on or transferred to third parties without our prior consent.

(4) When registering, the customer must provide truthful and complete information.

(5) If the technical activation process requires an additional paid purchase or creates the impression that a further purchase contract is to be concluded for the same product already paid for directly to us, the customer should discontinue the process and contact us.

6. Scope and Provision of Services

- (1) The content and scope of the service owed are determined by the product description applicable when the contract is concluded, the individual offer and the booking confirmation.
- (2) Information contained in general advertising material does not constitute a guarantee of quality unless expressly designated as a binding guarantee.
- (3) The start and duration of access are stated in the respective product description. Time-limited access ends upon expiry of the specified access period without the need for separate termination.
- (4) Access without a fixed end date: Where the product description refers to “unlimited access”, “indefinite access”, “access without a fixed term” or a comparable access period, this means that no specific calendar end date for online access is agreed at the time the contract is concluded. Access shall remain available for as long as the SIBO Academy continues to operate the relevant course and the technical infrastructure required for its provision. This does not constitute a lifetime right of access or a right of access that is independent of the continued existence of the SIBO Academy, the relevant course or the required technical infrastructure. We may change the technical platform used to provide the content and make access available through another functionally comparable technical solution, provided that the contractual use of the content is not unreasonably impaired as a result. Online access may be terminated if the relevant course is permanently discontinued, if we permanently cease our business operations, or if continued provision becomes permanently impossible or unreasonable for reasons for which we are not responsible. Where possible and reasonable, we will inform the affected customers in advance and provide reasonable notice. Where materials are expressly intended for download, customers may be given a reasonable opportunity to download such materials before online access is terminated. There is no entitlement to receive videos, audio content, platform functions or other content intended exclusively for online access in the form of downloadable files. Mandatory statutory rights relating to defects, reimbursement and other performance rights shall remain unaffected.
- (5) Digital content is provided in particular by activation in a customer account, provision on a course or community platform, transmission of a download or access link, provision of access credentials or delivery of a personal activation code.
- (6) We may change the technical platform used to provide the service if there is an objective reason for doing so and the customer’s use of the contractually owed content is not unreasonably impaired.

- (7) The customer must use or download the content provided within the contractually agreed access period, insofar as a download option is expressly provided.
- (8) The customer is entitled to the use of a particular platform, software or technical interface only if this has been expressly agreed.
- (9) Statutory obligations concerning the provision and updating of digital products remain unaffected.

7. Digital Content, E-Books and Online Courses

- (1) Our digital content includes in particular online courses, video and audio content, recordings, e-books and electronic specialist books, PDF, EPUB and comparable files, presentations, worksheets, checklists and other electronically provided content.
- (2) The content, scope, language, file format, technical requirements, access period and method of provision are set out in the respective product description.
- (3) Digital content may be provided in particular as a download, by an access link sent by email, within a customer account, through a course or membership platform, or by means of a personal activation code.
- (4) For online courses, the structure, modules, accompanying materials, examinations, certificates of participation, certificates, support elements and access period are set out in the relevant product description.
- (5) The customer is entitled to individual advice, personal correction, monitoring of learning progress or individual answers to questions only insofar as these are expressly included in the booked offer. For ZFU-approved distance-learning courses, the information in the relevant distance-learning contract applies.
- (6) For an e-book or other digital file intended under the product description for permanent download, the customer is granted a simple, non-exclusive, non-transferable and non-sublicensable right to store, read and use the file for an unlimited period for their own private or professional information and continuing-education purposes.
- (7) If digital content is provided only for a limited period or exclusively within a platform, the duration of use is governed by the relevant product description and booking confirmation.
- (8) The customer may make a reasonable number of backup copies for personal use of a file intended for permanent download.
- (9) Without our prior consent, the following are prohibited in particular: passing the file or copies to third parties; making it publicly accessible; reselling or sublicensing it; reproducing it for third parties; using substantial parts for the customer's own books, courses, training or publications; removing copyright, trademark or source notices; and

automated extraction or use for training third-party automated systems or AI applications.

- (10) The customer may use the knowledge and methods conveyed by an e-book or course in their own professional activity. The adoption or distribution of protected texts, illustrations, videos, files or other materials is not permitted.
- (11) Any printing, copying or other technical restriction will be indicated in the product description.
- (12) To use the digital content, the customer requires in particular a functioning internet connection where a download or online access is necessary, a suitable device, appropriate software to open the specified file format, and a valid email address or corresponding customer account.
- (13) The customer is responsible for obtaining and maintaining the necessary technical equipment.
- (14) Where a digital product must be compatible with particular operating systems, devices, e-readers or software versions, the applicable requirements are set out in the relevant product description.
- (15) Ongoing substantive or professional revision of an e-book is owed only if expressly agreed. Updates required by law remain unaffected.
- (16) The language of instruction, publication and the product is German unless otherwise stated in the respective product description.
- (17) We owe the contractually compliant provision of the agreed content, but not any particular personal, medical, therapeutic, professional or economic outcome.

8. Special Conditions for ZFU-Approved Distance-Learning Courses

- (1) For distance-learning courses approved by the German State Central Agency for Distance Learning (Staatliche Zentralstelle für Fernunterricht - ZFU) and subject to the German Distance Learning Protection Act (Fernunterrichtsschutzgesetz), the provisions of the relevant distance-learning contract apply in addition to these Terms.
- (2) The relevant distance-learning contract includes in particular the exact title of the course, the ZFU approval number, the identity of the organiser and contracting party, the start, duration and schedule of the course, the nature and scope of the distance-learning materials, support and monitoring of learning progress, information on examinations and qualifications, fees and payment terms, statutory termination provisions and the applicable withdrawal information.

- (3) The participant's declaration aimed at concluding a distance-learning contract must be made in text form.
- (4) In the event of a conflict between these General Terms and Conditions of Business, Participation and Use and the distance-learning contract concluded for the specific ZFU-approved course, the provisions of the distance-learning contract take precedence.
- (5) Fees, payment intervals, termination and other participant rights are governed by the German Distance Learning Protection Act and the relevant distance-learning contract. The statutory protective provisions will not be varied to the participant's detriment.
- (6) Material changes to a ZFU-approved distance-learning course will be made only insofar as the necessary statutory and regulatory requirements have been met.
- (7) The model withdrawal form for ZFU-approved distance-learning courses is included as Appendix 4 to this consolidated version. The contractual and withdrawal documentation reviewed or approved by the ZFU for the specific course remains decisive.

9. Live Events, Webinars and Lectures

- (1) The dates, mode of delivery, programme and scope of a live event are set out in the relevant event description.
- (2) The event may be held online or in person. For online events, the customer generally receives access information by email or through their customer account.
- (3) The number of participants may be limited. Bookings are generally considered in the order in which they validly arrive.
- (4) We may replace speakers and adjust the schedule or individual content, provided that the overall nature and essential purpose of the event are maintained and the change is reasonable for the customer.
- (5) If an event must be postponed for organisational reasons, illness of a speaker, technical failures, insufficient participant numbers, force majeure or other more than insignificant circumstances, we may offer an appropriate replacement date.
- (6) If participation on the replacement date is unreasonable for the customer, the customer may withdraw from the affected part of the event. In the case of a direct sale, we will refund the fee paid for it. In the case of a reseller sale, contractual reversal is handled through the relevant reseller.
- (7) If an event is finally cancelled, the respective seller will refund the fee paid for the cancelled service. Further claims exist only in accordance with statutory provisions and the liability provisions of these Terms.

- (8) If the customer does not attend an event that was properly offered for personal reasons or reasons arising exclusively from the customer's technical environment, there is generally no entitlement to a refund. Statutory rights of withdrawal, rescission and rights in respect of defects remain unaffected.

Cancellation of live events organised by us and booked directly

- (9) Paragraphs 9 to 13 apply where a customer books their own participation in a live event organised and offered by us directly with us. They do not apply to lectures, webinars or training sessions individually commissioned by a client.

- (10) Unless the offer specifies different conditions, participation may be cancelled free of charge up to 14 calendar days before the event begins. If cancellation is received within 14 calendar days before the event begins, 100 per cent of the agreed participation fee shall be payable. This also applies if the registered participant does not attend or, in the case of an online event, does not log in.

- (11) The customer is expressly entitled to prove that we have suffered no loss or a substantially lower loss.

- (12) Subject to prior agreement, the customer may nominate a suitable substitute participant, provided that no personal admission or qualification requirements prevent this.

- (13) The customer's statutory rights of withdrawal, termination and any other mandatory rights remain unaffected.

Cancellation of individually commissioned lectures, webinars and training sessions

- (14) Paragraphs 14 to 19 apply where a client commissions us or a speaker appointed by us to individually design, prepare and deliver a lecture, webinar, workshop, training session or comparable event. Any cancellation terms agreed in the individual offer or order confirmation shall take precedence over these provisions.

- (15) Unless otherwise agreed, if the client cancels we may charge the following lump-sum compensation: 25 per cent of the agreed event fee where cancellation is received more than eight weeks before the agreed date; 50 per cent where it is received eight to more than four weeks before; 75 per cent where it is received four to more than two weeks before; and 100 per cent where it is received 14 calendar days or less before the agreed date.

- (16) These percentages take account in particular of the reservation of the event date and the concept development, coordination and preparation work normally already performed. Concept development, adaptation or preparation services already performed and separately itemised in the offer, as well as third-party, travel or accommodation costs that can no longer be cancelled, shall additionally be payable in the agreed or documented amount insofar as they are not already covered by the lump sum. No item shall be charged twice.

- (17) The client is expressly entitled to prove that we have suffered no loss or a substantially lower loss. Expenses saved and income obtained by reallocating the date to another engagement shall be credited.

(18) Where the event is postponed by mutual agreement, this shall not constitute a cancellation. Additional costs already incurred and additional concept development, coordination or preparation work required as a result of the postponement may be charged in accordance with the offer or a separate agreement.

(19) The client's statutory rights of withdrawal, termination and any other mandatory rights remain unaffected.

10. Recording of Events

(1) Live events may be recorded if this was announced before booking in the event or product description or if participants are clearly informed before the recording begins.

(2) The recording may be used in particular for subsequent provision to authorised customers, documentation or internal quality assurance.

(3) Participants may generally take part with their camera and microphone switched off unless the specific format of the event requires active participation.

(4) Where identifiable image, audio, name or chat contributions may form part of a recording, we will inform participants before the recording begins. Where required by law, we will obtain separate consent.

(5) If active and identifiable participation is an essential part of the event, this will be indicated before booking.

(6) Identifiable image, audio or text contributions will not be used for advertising or marketing purposes solely on the basis of these Terms. Where required, separate express consent will be obtained.

(7) Participants may not record, film, photograph or publicly transmit events in whole or in part without our prior consent.

(8) There is no entitlement to the production or provision of a recording unless the recording is expressly included in the booked offer.

11. Community

(1) Where offered, we enable customers to participate in a professional online community. Admission requirements, term and scope of services are set out in the relevant product description.

(2) The Community is intended for professional exchange, continuing education and mutual support. It does not replace individual medical, therapeutic, legal or tax advice.

(3) Use of the Community requires respectful, objective and professional interaction.

- (4) The following are prohibited in particular: insulting, discriminatory, degrading or harassing statements; unlawful content; infringement of personality, copyright or data protection rights; unsolicited advertising or sales activities; invitations to the member's own or third-party paid offers; recruiting and solicitation activities; disclosure of access credentials; automated extraction or systematic copying of content; and publication of personal health or patient data without a sufficient legal basis.
- (5) Case discussions must be anonymised so that affected patients or other persons cannot be identified, directly or indirectly. Members must independently comply with professional duties of confidentiality, secrecy and data protection.
- (6) The member is responsible for content published by them and warrants that they hold the necessary rights.
- (7) For the duration of publication, the member grants us a simple, territorially unrestricted right to technically store and reproduce their Community contributions and display them to other authorised Community members. This does not include use for advertising purposes.
- (8) We may moderate, move or remove contributions where there are specific indications of a breach of these Terms, statutory provisions or legitimate interests of other members.
- (9) In the event of material or repeated breaches, we may temporarily restrict or permanently block access. Before a permanent block, the member will generally be warned and given an opportunity to comment or remedy the breach. No prior warning is required where the breach is particularly serious or continuation of the usage relationship would be unreasonable.
- (10) Supplementary Community rules may regulate the specific form of exchange in greater detail, provided they do not conflict with these Terms. Statutory rights of the member and claims against a reseller remain unaffected.

12. Expert Directory

- (1) Where offered, appropriately qualified persons may apply for inclusion in the SIBO Academy Expert Directory.
- (2) The professional requirements, scope of services, term and any applicable fee are set out in the relevant product description.
- (3) There is no entitlement to inclusion until the required professional conditions have been met, requested evidence has been submitted, all information required for publication has been provided and there are no objective grounds against inclusion.
- (4) Listed persons must provide only accurate, complete and up-to-date information.

- (5) The listed person is solely responsible for meeting all professional, healthcare-advertising, data-protection and competition-law requirements applicable to their activity and public presentation.
- (6) The Expert Directory does not constitute a recommendation, guarantee or assurance of a particular professional suitability for a specific case. We do not owe a particular number of profile views or the referral of customers, patients or assignments.
- (7) Contracts and treatment relationships between a listed person and visitors to the Expert Directory are concluded exclusively between those persons.
- (8) We may temporarily suspend or remove a listing if professional requirements are no longer met, material information is inaccurate or misleading, required evidence is not submitted, third-party rights are infringed or another important reason exists.
- (9) Where possible and reasonable, the listed person will be given an opportunity to comment and remedy the matter before permanent removal.
- (10) At the end of the agreed listing period, the profile will be removed within a reasonable technical processing period.

13. Access Credentials and Customer Accounts

- (1) Access credentials and customer accounts are personal and may be used only by the respective authorised person.
- (2) The customer must keep access credentials confidential and protect them against access by unauthorised third parties.
- (3) The customer may not make content available to multiple persons by sharing access credentials, establishing shared accounts or distributing content in unauthorised groups, networks or storage services.
- (4) If unauthorised use of access credentials is suspected, the customer must inform us without delay and change their password.
- (5) We may temporarily block access where there are specific indications of misuse or a significant security risk.
- (6) Permanent blocking is permissible where there is a material or repeated contractual breach and continuation of the usage relationship would be unreasonable. Statutory customer rights, particularly in the event of non-conforming provision, remain unaffected.

14. Copyright and Rights of Use

- (1) All course content, videos, audio recordings, texts, e-books, presentations, graphics, worksheets, checklists, databases, recordings and other materials are protected by copyright or other intellectual-property rights.
- (2) The customer is granted a simple, non-transferable and non-sublicensable right to use the content provided solely for their own private or professional information and continuing-education purposes. For e-books and other files made available for permanent download, this right of use is unlimited in time. For time-limited online or platform access, the right of use exists for the agreed access period.
- (3) Downloading or printing is permitted only insofar as a corresponding function is provided or the use is expressly authorised.
- (4) The following are prohibited in particular: passing files or access credentials to third parties; public performance or making content publicly accessible; reproduction for third parties; resale or sublicensing; use for the customer's own training, courses or publications; removal of copyright or source notices; automated extraction of content; and use of content to train, expand or operate third-party automated systems or AI applications.
- (5) Mandatory statutory rights of use remain unaffected.
- (6) Lawfully downloaded e-books and other materials that, under the product description, are intended to remain permanently with the customer may continue to be used for the customer's own purposes after course, Community or platform access ends. Disclosure, publication or other exploitation for third parties remains prohibited.
- (7) These restrictions on use do not prevent the application of knowledge conveyed through our content in the customer's own professional or private activity. However, the specific linguistic, visual, audiovisual or design expression of our materials may not be adopted or distributed without appropriate permission.
- (8) Trademarks, logos, course titles and other identifiers may not be used commercially without prior consent.

15. Confidentiality

- (1) Personal, professional, medical and business information disclosed by other participants in live events or Community services must be treated as confidential.
- (2) This applies in particular to case discussions, personal or personally identifiable information, business and practice information, internal working methods, unpublished materials and personal statements by other participants.

- (3) Confidential information may not be used outside the relevant service, published or disclosed to third parties without the consent of the person concerned.
- (4) Statutory disclosure obligations and the exercise of legitimate rights remain unaffected.
- (5) The duty of confidentiality continues after participation has ended.

16. Professional and Medical Responsibility

- (1) Our content is intended for general professional information, continuing education and the communication of knowledge.
- (2) It does not constitute an individual diagnosis, treatment recommendation or personal medical advice for a specific patient.
- (3) The customer applies the content conveyed under their own professional and legal responsibility.
- (4) Customers working professionally in medicine, therapy or consulting must in particular observe the limits of their professional authority, independently assess whether the content conveyed can be applied to a specific case, take account of the applicable professional standards and obtain further professional advice where necessary.
- (5) For patients or other consumers, our offers do not replace examination or treatment by an appropriately qualified physician or therapist.
- (6) No particular health, therapeutic, economic or professional outcome is owed.

17. Term and Termination

- (1) The term of a time-limited product is set out in the relevant product description or booking confirmation.
- (2) A contract for a one-off service ends when the agreed service has been fully performed.
- (3) In the case of a reseller sale, the contractual term, automatic extension, billing method, ordinary termination and the related payment consequences are governed by the relevant offer, the booking confirmation and the reseller's contractual terms.
- (4) The right to extraordinary termination for good cause remains unaffected.
- (5) For ZFU-approved distance-learning courses, the termination provisions of the German Distance Learning Protection Act and the relevant distance-learning contract take precedence.

18. Changes to Services and These Terms

- (1) We may make reasonable changes to content and processes where there is an objective reason and the change does not materially alter the contractually agreed overall nature of the service.
- (2) An objective reason may exist in particular due to changes in the law, new medical or scientific findings, necessary security measures, technical developments, the unavailability of a speaker or necessary teaching adjustments.
- (3) Changes to digital products will be made only within the statutory framework. If a change impairs access to or usability of a digital product to more than an insignificant degree, consumers will be informed in accordance with statutory requirements. Statutory rights of termination, price reduction and other rights remain unaffected.
- (4) Unless separately agreed, amendments to these Terms apply only to contracts concluded after the amended version enters into force.
- (5) For existing continuing obligations, amendments become effective only if the customer expressly agrees or the amendment is permissible under statutory provisions without express consent.
- (6) Essential primary performance obligations, prices and terms will not be changed unilaterally solely on the basis of a general amendment clause. The customer's silence does not constitute consent without a separate statutory or contractual basis.

19. Right of Withdrawal

- (1) Consumers may have a statutory right of withdrawal in the case of distance contracts and contracts concluded away from business premises.
- (2) In the case of a reseller sale, the reseller identified in the ordering process is the recipient of the withdrawal notice. The withdrawal information and statutory reversal information provided by the reseller apply.
- (3) In the case of a direct sale, the consumer will receive, before conclusion of the contract, withdrawal information tailored to the specific type of service and a model withdrawal form. Appendices 1 to 3 contain templates for direct contracts concerning services and digital content.
- (4) For contracts for digital content not supplied on a tangible medium, the right of withdrawal may expire when performance begins, subject to the statutory requirements. This requires in particular the consumer's prior express consent and confirmation that they are aware of losing the right of withdrawal.

- (5) In the case of services, the right of withdrawal generally expires only after the service has been fully performed and only subject to the statutory requirements.
- (6) If the consumer requests that we begin providing a service before expiry of the withdrawal period, the consumer may, in the event of a later withdrawal, be required to pay an appropriate amount for the services provided up to the time of withdrawal.
- (7) Consent to early commencement of performance and, where applicable, confirmation that the right of withdrawal will expire are obtained separately and are not replaced merely by acceptance of these Terms.
- (8) For ZFU-approved distance-learning courses, the withdrawal information and model withdrawal form in the relevant distance-learning contract apply. The model withdrawal form previously used for the distance-learning contract is included as Appendix 4.

20. Statutory Rights in Respect of Defects and Performance

- (1) For direct sales, the statutory provisions on conforming provision and rights in respect of defects apply.
- (2) For consumer contracts concerning digital products, the statutory provisions concerning digital content and digital services apply in particular.
- (3) In the case of reseller sales, contractual and consumer-law claims in respect of defects must generally be asserted against the reseller identified in the ordering process. Irrespective of this, customers may contact us regarding content-related or technical problems with the performance of our services.
- (4) In particular, there is no defect for which we are responsible where a service cannot be used solely because the customer does not meet the minimum technical requirements, uses incorrect access credentials, has not installed a required update or the disruption arises exclusively from the customer's technical environment.
- (5) Statutory rules on the burden of proof and consumer rights remain unaffected.

21. Technical Availability

- (1) We endeavour to ensure that our digital services are available with as little interruption as possible.
- (2) The internet and external technical platforms cannot be guaranteed to be available at all times and entirely free of errors.
- (3) Temporary restrictions may arise in particular from maintenance work, security measures, technical faults or circumstances outside our control.

- (4) Planned maintenance work will, where possible, be carried out during periods of low usage.
- (5) If the contractually agreed use is impaired to more than an insignificant degree, the customer's statutory rights apply.

22. Liability

- (1) We have unlimited liability for intent and gross negligence, for damage arising from injury to life, body or health, under the German Product Liability Act, in the event of fraudulent concealment of a defect and to the extent of any guarantee expressly assumed.
- (2) In the event of a slightly negligent breach of an essential contractual obligation, our liability is limited to the damage typical for the contract and foreseeable when the contract was concluded. Essential contractual obligations are obligations whose fulfilment is necessary for the proper performance of the contract and on whose observance the customer may regularly rely.
- (3) Otherwise, liability for damage caused by slight negligence is excluded.
- (4) The above limitations of liability also apply for the benefit of our legal representatives, employees, speakers and vicarious agents.
- (5) We are not liable for decisions or measures taken by the customer solely on the basis of their independent application of general course or Community content to an individual medical, therapeutic or business case, unless we are responsible for a breach of duty of our own.
- (6) Subject to the above provisions, we are liable for data loss only to the extent that the damage would also have occurred had the customer taken reasonable data-backup measures.
- (7) Mandatory statutory liability provisions remain unaffected.

23. Data Protection

- (1) Information on the processing of personal data is provided in our current privacy policy.
www.sibo-academy.de/datenschutzerklaerungwww.sibo-academy.de/datenschutzerklaerung
- (2) If external sales, course, video-conferencing or Community platforms are used, the privacy information of the relevant platform may also apply.
- (3) Use of external platforms may require the creation of a separate user account.

- (4) Where separate consent is required, particularly for recordings or marketing purposes, it will be obtained separately.

24. Consumer Dispute Resolution

- (1) We are neither obliged nor willing to participate in dispute-resolution proceedings before a consumer arbitration body.
- (2) In the case of a reseller sale, the relevant reseller's dispute-resolution information must also be observed in relation to the purchase contract.

25. Contract Language, Choice of Law and Jurisdiction

- (1) The contract language is German.
- (2) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods.
- (3) In relation to consumers, this choice of law applies only insofar as it does not deprive the consumer of the protection afforded by mandatory provisions of the country in which the consumer has their habitual residence.
- (4) If the customer is a merchant, a legal entity under public law or a special fund under public law, Ettlingen shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship.
- (5) The same applies to entrepreneurs who do not have a general place of jurisdiction in Germany. The statutory places of jurisdiction apply to consumers.
- (6) Translations of these Terms into other languages are provided for information purposes only. The German version is authoritative for the contractual relationship.

26. Final Provisions

- (1) Individual agreements between the parties take precedence over these Terms.
- (2) The invalidity of individual provisions does not affect the validity of the remaining provisions. The statutory provisions shall apply in place of an invalid provision.
- (3) These Terms may be saved and printed by the customer.

Appendix 1: Model Withdrawal Information for Direct Contracts for Services and Live Events

This withdrawal information is to be used only where Dr. Thomas Bacharach und Marielena Bacharach GbR is itself the contracting party and a service is offered, in particular a live event, lecture, webinar or community membership.

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date on which the contract is concluded.

To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement, for example a letter sent by post or an email:

Dr. Thomas Bacharach und Marielena Bacharach GbR
Otto-Lilienthal-Strasse 13
76275 Ettlingen
Germany

Email: info@sibo-academy.de

You may use the model withdrawal form included in Appendix 3, but its use is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send the communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we will reimburse all payments received from you without undue delay and no later than fourteen days from the day on which we receive notification of your withdrawal from this contract.

We will make the reimbursement using the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you. In no event will you incur any fees as a result of the reimbursement.

If you requested that the services begin during the withdrawal period, you must pay us an appropriate amount corresponding to the proportion of the services already provided up to the time you notify us that you are exercising the right of withdrawal, compared with the full scope of the services provided for in the contract.

Early Expiry of the Right of Withdrawal

In the case of a contract for services for which you are required to pay a price, the right of withdrawal expires once the service has been fully performed, provided that, before performance began, you expressly agreed that we may begin performance before expiry of the withdrawal period and confirmed that you are aware that your right of withdrawal will expire upon full performance of the contract by us.

End of the Withdrawal Information

Appendix 2: Model Withdrawal Information for Direct Contracts for Digital Content

This withdrawal information is to be used only where Dr. Thomas Bacharach und Marielena Bacharach GbR is itself the contracting party and digital content is provided that is not supplied on a tangible medium. This may include, in particular, e-books, PDF files, downloads and exclusively pre-produced video or audio content.

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date on which the contract is concluded.

To exercise your right of withdrawal, you must inform us

Dr. Thomas Bacharach und Marielena Bacharach GbR
Otto-Lilienthal-Strasse 13
76275 Ettlingen
Germany

Email: info@sibo-academy.de

of your decision to withdraw from this contract by an unequivocal statement, for example a letter sent by post or an email.

You may use the model withdrawal form included in Appendix 3, but its use is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send the communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we will reimburse all payments received from you without undue delay and no later than fourteen days from the day on which we receive notification of your withdrawal from this contract.

We will make the reimbursement using the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you. In no event will you incur any fees as a result of the reimbursement.

Early Expiry of the Right of Withdrawal

The right of withdrawal expires early in the case of a contract for the provision of digital content that is not supplied on a tangible medium if

- we have begun performance of the contract,
- you have expressly agreed that we may begin performance before expiry of the withdrawal period,
- you have confirmed that you are aware that, by giving your consent, you lose your right of withdrawal when performance begins, and
- we have provided you with a copy of the contract or a contract confirmation on a durable medium recording your consent and your confirmation that you are aware of the loss of the right of withdrawal.

End of the Withdrawal Information

Appendix 3: Model Withdrawal Form for Other Direct Contracts

(If you wish to withdraw from the contract, please complete this form and return it to us.)

Dr. Thomas Bacharach und Marielena Bacharach GbR
Otto-Lilienthal-Strasse 13
76275 Ettlingen
Germany

Email: info@sibo-academy.de

I/We (*) hereby give notice that I/we (*) withdraw from the contract concluded by me/us (*) for the provision of the following service or the following digital content:

Ordered on (*):

Name of consumer(s):

Address of consumer(s):

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

Date:

(*) Delete as appropriate.

Appendix 4: Model Withdrawal Form for ZFU-Approved Distance-Learning Courses

This form is intended exclusively for a ZFU-approved distance-learning course. If the contractual documents reviewed by the ZFU contain a separate or different model withdrawal form, the form reviewed by the ZFU must be used unchanged.

(If you wish to withdraw from the distance-learning contract, please complete this form and return it to us.)

Dr. Thomas Bacharach und Marielena Bacharach GbR
Otto-Lilienthal-Strasse 13
76275 Ettlingen
Germany

Email: info@sibo-academy.de

I/We (*) hereby give notice that I/we (*) withdraw from the distance-learning contract concluded by me/us (*) for the following distance-learning course:

ZFU approval number, if known:

Ordered on (*)/received on (*):

Name of participant(s):

Address of participant(s):

Signature of participant(s) (only if this form is submitted on paper):

Date:

(*) Delete as appropriate.