

GENERAL TERMS AND CONDITIONS

of the company:

Neurotango®,

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1. scope of application

1.1 The following general terms and conditions apply to all legal transactions of the company Neurotango® with these contractual terms and conditions and its contractual partners, hereinafter referred to as contractual partners.

1.2 In the case of online transactions or online processing of bookings or purchases of books or videos, the contractual partner accepts the general terms and conditions, which are made available to him as an e-mail attachment or in the online form. If no written objection is submitted by the contracting party, the contract shall be concluded in accordance with the following terms and conditions.

2. Subject matter of the contract

2.1 The company Neurotango®, represented by Simone Schlafhorst, offers seminars and the sale of books and videos. The books are offered in electronic form (as e-book) or in bound form, i.e. physical book. The videos can also be purchased as downloads, files or on other media carriers.

2.2 The seminars can be offered both in seminar rooms (as specified in the respective offer) or as online seminars. If face-to-face seminars are not feasible, all seminars can be held online as a substitute without any return or claim for compensation on the part of the buyer. A postponement by either side is possible at any time without dissolving the contract. A precise description and listing of the range of services will be announced by the company in its business premises, its website, flyers and other media used, such as social media platforms.

3. conclusion of the contract

In the area of booking seminars

3.1 A contract for the booking of seminars with the company is concluded by the transmission and confirmation of the completed and signed declaration of participation by post, fax, electronic mail, booking through the online form or by verbal agreement and subsequent submission of a written confirmation of participation and the additional transfer of the deposit/registration fee. The

deposit/registration fee covers the costs of the administrative effort for registration and participation and is therefore non-refundable. The contract is only concluded when the invoice has been issued by the company and the participant's deposit has been transferred.

3.2 Each enquiry about participation in seminars is first checked for availability after receipt and the offer is confirmed by issuing an invoice.

3.3 The declaration of participation is binding. The deposit is non-refundable as a registration fee and must be transferred immediately after booking or will be collected upon electronic transmission of the online form. By immediate collection or payment of the registration fee, the participant agrees to the terms and conditions.

3.4 The remaining fee for the seminar is due at the latest 10 days before the start of the seminar. This will be transferred by the participant or, in the case of electronic transmission of the booking via the online shop, automatically collected 10 days before the start of the seminar.

3.5 The company reserves the right to postpone the seminar if there are reasons to do so (force majeure, sudden illness of the speaker or similar reasons). This can also be offered online if necessary. The participant will be offered 3 alternative dates within one year, which he/she can attend. The final payment for the booked seminar is always due 10 days before the date of the booked seminar, even if this can only take place at a later date.

3.6 If no alternative dates can be offered by the company, the participation fee (without registration fee) will be refunded.

In the online purchase of books and videos in physical or electronic form

3.7 The contract in the online shop is concluded when the acceptance of the General Terms and Conditions and Privacy Policy has taken place and the purchase has been confirmed by clicking the "Send" button. When ordering via e-mail, the contract is concluded by the order by e-mail in combination with the confirmation e-mail for the purchase/booking and the simultaneous sending of the invoice.

4. duration of the contract and remuneration

4.1. The contract shall commence by the conditions described in clause 3 and shall end by the fulfilment of the obligation transaction by both parties. Delivery or holding of the seminar in the forms specified above and payment for the goods or services as described above.

4.2. Payment modalities: The prices for the respective goods or services are based on the current prices of the company at the time of the conclusion of the contract. Payment will be made by bank transfer to the Company's account or debited, by the method of payment specified by the other party.

4.3 Books and videos in physical as well as electronic form are generally paid for in advance.

4.3 Payments and deposits for participation in seminars are regulated in point 3.3 and point 3.4. Withdrawal and repayment are regulated in points 3.5 and 3.6.

4.4 All services provided by the organiser are inclusive of the legally valid value added tax. The exception to this is the assumption of tax liability in non-EU countries or participation in seminars in non-European countries with non-EU participants. In these cases, the participation fees quoted are to be understood as the end consumer price excluding VAT.

5. scope of services and unused services

5.1 The scope of services is determined by the respective contract between the organiser and the participant.

5.2 If individual services are not used by a participant, the organiser reserves the right to charge the participation fee nevertheless. In the event of illness or force majeure, the organiser shall invoice the agreed service in the absence of any fault on his part and his own contractual compliance.

5.3 As a gesture of goodwill, however, Neurotango® will provide alternative dates for seminars in which the participant can subsequently take part.

5.4 The participant is always obliged to pay the agreed participation fee 10 days before the start of the originally agreed seminar date (see points 3.3 and 3.4).

6. General conditions of participation in seminars

6.1 The participant is in breach of contract if, despite a warning, he/she persistently disturbs the event or if he/she behaves to a considerable extent contrary to good morals, so that a smooth running of the event cannot be guaranteed. In this case, the organiser reserves the right to exclude the participant from the event. In this case, the participation fee will not be refunded.

6.2. The seminar leader/coach/trainer is authorised to give instructions to the participants for the duration and within the framework of the event.

6.3. Each participant is made aware of the following by accepting these GTC: Participation in a seminar or coaching event may include and require physical actions depending on the respective framework programme. In order to exclude injuries to body and health, the organiser assures to the best of his knowledge and belief to fulfil his duty of care. Nevertheless, each participant should have his or her physical fitness examined by a doctor of his or her choice before declaring his or her participation, so that no overexertion/injury to the body can occur during participation.

6.4 Participation is at the participant's own risk.

6.5. Participants undertake not to be under the influence of alcohol or other narcotics that may impair their ability to react and their physical condition. In case of violation, the organiser is entitled to exclude the participant from the event.

6.6. Before the event, the trainer/coach/seminar leader must be informed of health problems and any illnesses so that the respective participant can be protected from harm in the best possible way.

6.7. In case of recognisable health problems, the organiser is entitled to exclude the participant concerned from the event.

6.8 The participant is obliged to cooperate within the framework of the legal provisions in order to avoid or minimise any possible damage in the event of performance problems. In particular, the participant is obliged to inform the trainer/coach/seminar leader immediately of any complaints. If the participant culpably fails to report a defect, he/she shall forfeit any claim to a reduction of the participation fee.

6.9 Events and seminars, especially those in the so-called outdoor area, are never without a residual risk. Each participant is only insured against an accident or rescue within the framework of his or her own accident insurance. Neurotango® excludes any liability claims. This also applies to property damage.

7. right of return and right of withdrawal

7.1 In the area of physical book/video sales

Physical media such as books and videos are foil-sealed and in their original packaging. By opening the foils, the goods can no longer be returned and the right of return expires. Goods that are still packaged can be returned and the purchase price of the goods will be refunded. The freight and shipping costs as well as the return costs are to be borne by the buyer. In the case of goods arriving damaged, the seller will provide a replacement upon proof, e.g. photographic material.

7.2 In the seminar area Seminars

See point 3.4 of the terms and conditions.

7.3 In the area of electronic media such as e-books, downloads and online videos

After using the download, sending by e-mail or a protected online area for a certain period of time, the claim to further sending, download or online use shall lapse. In the event of technical problems, the contracting party may notify the company and receive a replacement by the same electronic means or similar, as the case may be, which will be decided by the company on a case-by-case basis in order to fulfil its obligation to perform. However, the Co-contractor shall not be entitled to the choice of transmission and shall be obliged to accept the format or means of transmission chosen by the Company. Prior to the purchase, the contractual partner is obliged to inform himself about the technical requirements for e.g. reading the e-book or the download option of his browser and to have these available. The technical transmission or provision of the files can only be carried out by the company in the ways described in the web shop or on the website. A substitute service, e.g. physical media instead of electronic media, is therefore not to be provided by the company.

After successful provision and therefore possibility of use of videos, books etc., any right of return as well as the warranty for the subject matter of the contract expires.

8. copyright

The trademark Neurotango® is a registered German and European word mark and is registered to Simone Schlafhorst as intellectual property throughout Europe. The German application was filed on 5.4.2016 and registered on 30.6.2016.

The European registration took place on 10.08.2019 under the number No 017891807 at the EUIPO (European Union Intellectual Property Office).

In the area of seminars

8.1 The seminar documents are protected by copyright. The Organiser shall only provide the Event documents to the Participant for use in accordance with their intended purpose.

8.2 The modification of the event documents and the use of modified versions, the making available to the public, in particular on the Internet or in other networks, are not permitted. The reproduction, even of excerpts, the transfer to third parties free of charge or in return for payment or any other use of the event documents is only permitted with the express written consent of the Organiser.

8.3 In the event that a separate declaration of consent is given by all participants, participants or the company may produce images or videos during the seminar which are later published intentionally or unintentionally. However, participants do not have the right to publish entire parts of the seminar, as these are covered by copyright and are not intended for distribution. This applies to all known media including the internet, e-mail or mobile phone. Individual exercises may be shared in closed groups (e.g. WhatsApp groups) in agreement with Neurotango. Again, the written consent of all participants is a prerequisite.

In the areas of physical books/videos and electronic media, downloads and the like.

8.4 Here, the copyright of Simone Schlafhorst as the rights holder of Neurotango and all conceptual, as well as image and video content applies. Any form of copying, sharing, forwarding or reproduction of complete works or individual parts is strictly prohibited. This can only be permitted with the written permission of the company or Simone Schlafhorst.

9. Liability

9.1 The Organiser shall be liable in cases of intent or gross negligence in accordance with the statutory provisions. In cases of slight negligence, the Organiser shall only be liable in accordance with the provisions of the Product Liability Act, for injury to life, limb or health or for breach of essential contractual obligations. However, the claim for damages for the slightly negligent breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contract, insofar as there is no liability for injury to life, limb or health.

9.2. The provision of the preceding paragraph (9.1.) extends to damages in addition to performance, damages in lieu of performance and claims for compensation due to futile expenses, irrespective of the legal grounds, including liability due to defects, delay or impossibility.

10. Place of Jurisdiction

10.1 The business relationship between the parties shall be governed exclusively by German law.

10.2 The agreement on the place of jurisdiction applies equally to domestic and foreign customers.

10.3. Place of performance and place of jurisdiction for all services and disputes is exclusively the registered office of the company. The local court in Wetter, district of Ennepe Ruhr, shall have jurisdiction.

11. Other provisions

11.1. There are no ancillary agreements to this contract. Amendments or supplements must be made in writing to be legally effective.

11.2. Any amendment to the contract point 10 must also be made in writing.

11.3. The participant is not entitled to assign his claims arising from the contract.

12. Severability clause

Should one or more of the above provisions be invalid, this shall not affect the validity of the remaining provisions. This shall also apply if, within a provision, one part is invalid but another part is valid. The respective invalid provision shall be replaced by the parties by a provision which comes closest to the economic interests of the contracting parties and which does not conflict with the remaining contractual agreements.