

## GENERAL TERMS AND CONDITIONS OF

*ArbeitSTROM*

*<https://arbeitstrom.de/>*

*Welcome to ArbeitSTROM!*

### § 1 Scope of application and provider

- (1) The General Terms and Conditions (hereinafter referred to as "GTC") govern the contractual relationship between ArbeitSTROM (Edwin Sayers) (hereinafter referred to as "Supplier") and you (hereinafter referred to as "Customer") in the version valid at the time of conclusion of the contract.
- (2) Deviating general terms and conditions of the customer are rejected.
- (3) Please read these conditions carefully before using a service from ArbeitSTROM (Edwin Sayers).
- (4) At ArbeitSTROM we offer you the following services: Business consulting, marketing and graphic development, and publishing services

### § 2 Formation of the contract

- (1) Contracts on this portal can only be concluded in German.
- (2) The customer must have reached the age of 18.
- (3) Access to the *fee-based* ArbeitSTROM service requires registration.
- (4) By registering, the Customer accepts these GTC. Registration creates a contractual relationship between ArbeitSTROM and the registered Customer, which is governed by the provisions of these GTC.
- (5) The presentation of the service on the website does not constitute a legally effective offer. The presentation of the service merely invites the customer to make an offer.
- (6) By ordering a chargeable service, the registered Customer enters into a further contractual relationship with ArbeitSTROM that is separate from the registration. The user will be informed about the respective chargeable service and the terms of payment before the conclusion of this contractual relationship. The contractual relationship arises when the customer confirms the order and payment obligation by clicking the button \* buy \*.
- (7) You agree to receive invoices electronically. Electronic invoices will be made available to you by e-mail or in the customer account on the website. We will inform you for each service whether an electronic invoice is available. Further information about electronic invoices can be found on our website.

### § 3 Description of the scope of services

- (1) ArbeitSTROM's scope of services consists of the following services:
- (2) Together, we use the Visual System of Work TM to stabilize your business, sustain its operations and scale results. This simple, accessible method of change has proven effective in a variety of industries, company sizes and geographies. It can work for you.
- (3) We complement this improvement with web design support that matches your vision - with a highly iterative and interactive process. We can take this all the way through to printed promotional material.

### § 4 Prices and shipping costs

- (1) To use ArbeitSTROM services, you must first register.
- (2) If the user wishes to use a chargeable service, they will be informed in advance of the chargeable nature of the service. In particular, the respective additional scope of services, the costs incurred and the method of payment are listed.
- (3) The Provider reserves the right to charge different fee models for different booking times and user groups and in particular for different usage periods, as well as to offer different scopes of services.

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## § 5 Terms of payment

- (1) Any payment due must be paid in advance to ArbeitSTROM without deduction at the due date.
- (2) By registering, providing the information required for the payment method and using the fee-based service, the user authorizes the operator to collect the corresponding amount.
- (3) A fee-based service is automatically renewed for the booked period (subscription) unless it is canceled by telephone, e-mail or letter.
- (4) The subscription is collected on the following dates: the first working day of each month
- (5) Certain payment methods may be excluded by the provider in individual cases.
- (6) The customer is not permitted to pay for the service by sending cash or checks.
- (7) If the customer chooses an online payment method, the customer thereby authorizes the supplier to collect the amounts due at the time of the order.
- (8) If the supplier offers payment in advance and the customer chooses this method of payment, the customer must transfer the invoice amount to the supplier's account within five calendar days of receipt of the order.
- (9) If the supplier offers payment by credit card and the customer chooses this method of payment, the customer expressly authorizes the supplier to collect the amounts due.
- (10) If the supplier offers payment by direct debit and the customer chooses this payment method, the customer shall issue the supplier with a SEPA basic mandate. If a payment transaction is reversed when paying by direct debit due to insufficient funds in the account or due to incorrectly transmitted bank account details, the customer shall bear the costs.
- (11) If the customer defaults on payment, the supplier reserves the right to claim damages for default.
- (12) Settlement can be made using the following means of payment:
  - Paypal
  - Credit card
  - Direct debit:
  - In the event of a return debit note for which the Customer is responsible, ArbeitSTROM (Edwin Sayers) shall charge a lump-sum compensation in the amount of € 8 (eight euros). The Customer can prove that no damage was incurred or that the damage is significantly lower than the flat rate. The above provisions apply accordingly to payments of the purchase price of goods sold by third party suppliers.
  - Instant bank transfer

## § 6 Registration and termination

- (1) Furthermore, the customer declares that he and, to his knowledge, no member of his household has a criminal record for an intentional criminal offense that endangers the safety of third parties, in particular for an offense against sexual self-determination (§§ 174 ff. StGB), an offense against life (§§ 211 ff. StGB), an offense against physical integrity (§§ 223 ff. StGB), an offense against personal freedom (§§ 232 ff. StGB), or for theft and embezzlement (§§ 242 ff. StGB) or robbery and extortion (§§ 249 ff. StGB) or for drug abuse.
- (2) Subject to reservation, a user is entitled to unsubscribe at any time in writing by post, e-mail or telephone without stating a reason. At the same time, it is possible to deactivate the user account completely and manually within the data and settings in the user account. The previously concluded contractual relationship is thereby terminated.
- (3) If a user has registered for a paid service, he/she can cancel at the latest '---\_,' days before the booking period. If this deadline is not met, the paid service will be extended by the selected booking period and the termination will only take effect at the end of the subsequent booking period. Cancellation is possible by telephone, e-mail or letter and will be confirmed by us in writing. The customer's full name, e-mail address and postal address must be given so that your termination can be assigned. In the case of termination by telephone, the individual telephone password is required.
- (4) ArbeitSTROM may terminate the Agreement at any time at its sole discretion, with or without prior notice and without giving reasons. ArbeitSTROM further reserves the right to remove profiles and/or any content posted on the Website by or on behalf of the User. If ArbeitSTROM terminates

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the User's registration and/or removes the User's profile or published content, ArbeitSTROM is under no obligation to inform the User of this or the reason for the termination or removal.

- (5) Following any termination of any individual use of ArbeitSTROM's Services, ArbeitSTROM reserves the right to send information about this to other registered Users with whom ArbeitSTROM assumes that they have been in contact with the User. ArbeitSTROM's decision the
- (6) Terminating the User's registration and/or notifying other Users with whom ArbeitSTROM assumes that the User has been in contact does not imply or state in any way that ArbeitSTROM makes statements about the individual character, general reputation, personal characteristics or lifestyle.
- (7) Users are obliged not to make any deliberate or fraudulent false statements in their profile or other areas of the portal. Such statements may result in civil action. Furthermore, the operator reserves the right to terminate the existing contractual relationship with immediate effect in such a case.
- (8) If a user's access is blocked due to culpable breach of contract and/or the contractual relationship is terminated, the user must pay compensation for the remaining term of the contract in the amount of the agreed fee less the expenses saved. The amount of expenses saved shall be set at a flat rate of 10% of the fee. Both contracting parties are at liberty to prove that the damage and/or the expenses saved are actually higher or lower.
- (9) After termination of the contractual relationship, all data of the user will be deleted by ArbeitSTROM.

### § 7 Limitation of liability (services)

- (1) ArbeitSTROM assumes no responsibility for the content and accuracy of the information in the registration and profile data of the Customers and other content generated by the Customers.
- (2) With regard to the service sought or offered, the contract is concluded exclusively between the respective participating customers. Therefore, ArbeitSTROM is not liable for the services of the participating Customers. Accordingly, all matters relating to the relationship between the Buyers, including, without limitation, services received by a Seeker or payments due to Buyers, shall be addressed directly to the respective party. ArbeitSTROM cannot be held responsible for and hereby expressly disclaims any and all liability of any kind whatsoever, including claims, benefits, direct or indirect damages of any kind whatsoever, intentional or unintentional, suspected or unsuspected, disclosed or undisclosed, in connection with the aforementioned matters.
- (3) ArbeitSTROM (Edwin Sayers) is only liable for damages resulting from injury to life, body or health if they are based on an intentional or negligent breach of duty by ArbeitSTROM (Edwin Sayers) or an intentional or negligent breach of duty by a legal representative or vicarious agent of ArbeitSTROM (Edwin Sayers).
- (4) ArbeitSTROM (Edwin Sayers) Europe is only liable for other damages, insofar as they are not based on the breach of cardinal obligations (obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely), if they are based on an intentional or grossly negligent breach of duty by ArbeitSTROM (Edwin Sayers) or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of ArbeitSTROM (Edwin Sayers).
- (5) Claims for damages are limited to the foreseeable damage typical for the contract. In the event of default, they shall amount to a maximum of 5% of the order value.
- (6) Claims for damages based on injury to life, limb, health or freedom are time-barred after 30 years; otherwise after 1 year, whereby the limitation period begins at the end of the year in which the claim arose and the creditor becomes aware of the circumstances giving rise to the claim and the identity of the debtor or should have become aware of them without gross negligence (Section 199 (1) BGB).
- (7) The provider reserves the right to check the content of a text written by a user as well as uploaded files for compliance with the law and, if necessary, to delete it in whole or in part.

### § 8 Offsetting and right of retention

- (1) The customer shall only be entitled to offset if the customer's counterclaim has been legally established or has not been disputed by the supplier.
- (2) The customer may only exercise a right of retention insofar as your counterclaim is based on the same contractual relationship.

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## § 9 Cancellation policy

(1) If the customer is a consumer, he has a right of withdrawal in accordance with the following provisions:

(2) Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period for services is fourteen days from the date of conclusion of the contract. To exercise your right of withdrawal, you must contact us:

ArbeitSTROM (Edwin Sayers)

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You can use the sample withdrawal form on our website or send us another clear declaration. If you make use of this option, we will immediately send you a confirmation of receipt of such a revocation (e.g. by e-mail).

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period and that you have returned the goods via our online returns center within the period defined below.

For additional information regarding the scope, content and explanations of the exercise, please contact our customer service.

(3) Consequences of revocation

- a) If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.
- b) If you have requested that the services should commence during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.
- c) Exceptions to the right of withdrawal
- d) You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.
- e) The right of withdrawal does not exist or expires for the following contracts:
  - i) for the delivery of goods which are not suitable for return for reasons of health protection or hygiene and whose seal has been removed after delivery or which have been inseparably mixed with other goods after delivery due to their nature;
  - ii) for the delivery of audio or video recordings or computer software in a sealed package if the seal has been removed after delivery;
  - iii) for the delivery of goods that are manufactured according to customer specifications or are clearly tailored to personal needs
  - iv) for the delivery of goods that can spoil quickly or whose expiration date would be quickly exceeded;
  - v) in the case of services, if ArbeitSTROM has provided these in full and you have taken note and expressly agreed before placing the order that we can start providing the service and you lose your right of withdrawal upon complete fulfillment of the contract;
  - vi) for the supply of newspapers, periodicals or magazines, with the exception of subscription contracts; and

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- vii) for the supply of alcoholic beverages, the price of which was agreed when the purchase contract was concluded, but the delivery of which can only take place after 30 days and the current value of which depends on fluctuations in the market over which the entrepreneur has no influence.

### § 10 Data protection

- (1) If personal data (e.g. name, address, e-mail address) is collected, we undertake to obtain your prior consent. We undertake not to pass on any data to third parties unless you have given your prior consent.
- (2) We would like to point out that the transmission of data on the Internet (e.g. by e-mail) may be subject to security vulnerabilities. Accordingly, error-free and trouble-free protection of third-party data cannot be fully guaranteed. Our liability in this respect is excluded.
- (3) Third parties are not authorized to use contact data for commercial activities unless the provider has given prior written consent to the persons concerned.
- (4) You have the right to receive information from ArbeitSTROM at any time about the data concerning you in full and free of charge.
- (5) Furthermore, the user has the right to rectification/deletion of data/restriction of processing.

### § 11 Cookies

- (1) We may use cookies to display the product range. Cookies are small text files that are stored locally in the cache of the visitor's Internet browser.
- (2) Numerous websites and servers use cookies. Many cookies contain a so-called cookie ID. A cookie ID is a unique identifier for the cookie. It consists of a character string that allows websites and servers to be assigned to the specific internet browser in which the cookie was stored. This enables the websites and servers visited to distinguish the individual browser of the data subject from other Internet browsers that contain other cookies. A specific Internet browser can be recognized and identified via the unique cookie ID.
- (3) Through the use of cookies, we can provide the users of this website with more user-friendly services that would not be possible without the cookie setting.
- (4) We would like to point out that some of these cookies are transferred from our server to your computer system, most of which are so-called session-related cookies. Session-related cookies are characterized by the fact that they are automatically deleted from your hard drive at the end of the browser session. Other cookies remain on your computer system and enable us to recognize your computer system on your next visit (so-called persistent cookies).
- (5) You can object to the storage of cookies by clicking on the banner to which you can object/accept.
- (6) Of course, you can set your browser so that no cookies are stored on your hard disk or cookies that have already been stored are deleted. The instructions regarding the prevention and deletion of cookies can be found in the help function of your browser or software manufacturer.

### §12 Choice of law and place of jurisdiction

- (1) These General Terms and Conditions of Sale and the contractual relationship between us as the seller and the buyer shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- (2) If the purchaser is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, our registered office at Mistralstraße 9, 85716 Unterschleißheim shall be the exclusive, and also international, place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same applies if the buyer is an entrepreneur within the meaning of § 14 BGB.
- (3) Furthermore, we are entitled to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Sale or an overriding individual agreement or at the Buyer's general place of jurisdiction. This shall not affect overriding statutory provisions (exclusive places of jurisdiction).

### § 13 Final provisions

- (1) The contract language is German.

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- (2) We do not offer any products or services for purchase by minors and our products for children can only be purchased by adults. If you are under 18, you may only use ArbeitSTROM with the assistance of a parent or legal guardian.
- (3) If you breach these Terms and Conditions and we do nothing about it, we will still be entitled to exercise our rights on any other occasion on which you breach these Terms and Conditions of Sale.
- (4) We reserve the right to make changes to our website, rules, terms and conditions, including these terms and conditions, at any time. Your order will be subject to the terms and conditions of sale, contract and GTC in force at the time of your order, unless a change to these terms and conditions is required by law or governmental order (in which case they will also apply to orders previously placed by you). If any provision of these Terms of Sale is held to be invalid, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.
- (5) The invalidity of a provision shall not affect the validity of the other provisions of the contract. Should this occur, the provision shall be replaced by another legally permissible provision that corresponds to the meaning and purpose of the invalid provision.