

General Terms and Conditions of Business

1. Introduction

1.1 The sale of goods and services is operated by Lisa Dullnig (address on request) as a sole proprietorship (hereinafter referred to as “I” or “me”). I offer primarily, but not exclusively, coaching, consulting, training and information services in the form of online and offline offers. All goods and services offered by me are hereinafter referred to collectively as “goods and services”, or accordingly only as “goods” or “services” if only the respective offer is concerned.

1.2 These General Terms and Conditions (hereinafter referred to as “GTC”) govern the purchase and/or use of my goods and services on mindsetatelier.com vis-à-vis the customers concerned. Other general terms and conditions of customers that contradict the following contractual conditions shall not become part of the contracts concluded with me. The customer's terms and conditions shall not become part of the contract even if I do not expressly object to them.

2. Scope of application

2.1 The GTCs apply in the version valid at the time of the conclusion of the contract for the entire use of the website or for the purchase and/or use of my goods and services, unless and insofar as nothing to the contrary is explicitly regulated.

3. Order, conclusion of contract

3.1 The presentation of my range of goods and services in digital sales channels such as websites, online stores, apps, newsletters and eReaders (etc.) does not in itself constitute a legally binding contract offer. In itself does not constitute a legally binding contractual offer, but is to be understood as a virtual showroom for the goods and services I offer for sale.

3.2 The purchase and/or use of my goods and services by the customer must be made either via the contact form (mindsetatelier.com, themindsetatelier.com - hereinafter referred to as “website”), the booking calendar on my website, by leaving the telephone number on the website, by e-mail to lisa@mindsetatelier.com or by a direct call to a telephone number provided by me for this purpose. With the purchase/booking, the customer declares his binding contractual offer for the purchase and/or use of the ordered goods and services. The customer must provide all necessary and useful information for this purpose, in particular contact details (first and last name, address, email address, mobile phone number (optional)) and selection of or reference to the goods/services ordered. The customer also guarantees the accuracy and completeness of the information provided.

3.3 A legally binding contract in the sense of acceptance of the declared contractual offer to purchase and/or use the goods and services is only concluded upon receipt of the purchase/booking confirmation and/or the relevant content or the possibility to retrieve it (by

email, e.g. download link, participation code, personal meeting for coaching, etc.), whereby the earlier event is decisive in each case.

3.4 However, if I am unable to accept the customer's purchase/booking offer (e.g. because the product in question is already sold out or the maximum number of participating users for an online course has been reached, etc.), the customer will be informed accordingly of the unavailability of the goods and/or services and any payments already made by them will be refunded.

4. invoice, prices

4.1 All prices quoted on mindsetatelier.com or communicated via the contact form, by telephone or by email (lisa@mindsetatelier.com) include statutory VAT. Shipping costs may be added to the prices quoted. The customer will be informed of the shipping costs before the contract is concluded. If goods are imported into countries outside the EU, export restrictions may apply and import duties and taxes may be incurred which are to be borne by the customer. The customer is responsible for the proper payment of the necessary customs duties, taxes and fees.

4.2 In the event of a successful conclusion of the contract, before or after the respective coaching sessions, or if the customer agrees to an advance payment, the customer will receive an invoice in PDF form by email to the email address provided by them.

4.3 The due date of the invoice amount is determined according to the explicit information on the invoice sent to the customer by email. If and insofar as explicit information is missing, the invoice amount is due immediately upon receipt of the invoice and must therefore be paid in advance.

4.4 In the case of services that are used or utilized over a longer or indefinite period of time (e.g. annual subscriptions for permanent online offers), I reserve the right to further develop these services on an ongoing basis (e.g. technical functions) or to discontinue them at any time (i.e. at the end of each month), in particular if I wish to redesign, improve or otherwise change the content of the goods and services concerned or remove them completely from my range of goods and services (etc.) at my business discretion. In the event that one of my current offers of goods and services is discontinued, the customer shall not be obliged to pay for the period of the offer that is discontinued in this respect, or payments already made for this period (i.e. the proportion of the total price paid for this period) shall be refunded by me to the customer concerned.

4.5 In the case of services in the form of subscriptions, the relevant subscription can be terminated with one (1) month's notice to the end of its term (e.g. month or year). This does not apply to subscriptions with a predefined minimum term, to which the customer has consented before concluding the contract. The term begins on the day the relevant subscription or purchased service is taken out. Subscriptions can be canceled directly via the contact form or by e-mail to lisa@mindsetatelier.com. After sending the cancellation, the

customer will receive a confirmation email. After a subscription has expired due to termination, access to it is generally no longer available.

4.6 In the case of goods and services with a limited contingent, I may offer the option of an advance reservation in return for a deposit on the full purchase price. By making a down payment, customers can reserve goods or services that will only be available in the future in advance, whereby the respective details (e.g. amount of the down payment, availability period) result from the relevant offer or purchase process. This means that the down payment made does not yet constitute a purchase of the goods and services, but the actual purchase can only be made later by the customer within the period specified by me, whereby in the event of the actual purchase the down payment made will be offset against the total amount of the purchase price. In the event of non-purchase within the period specified by me, the reservation shall lapse and the deposit paid shall be refunded. The reservation or deposit paid is not transferable to third parties or to goods and services other than those reserved.

4.7 In the case of goods and services offered for download after payment in the form of an online course, masterclass or similar content in audio and/or video format), including accompanying documentation such as worksheets and other materials, the complete download is deemed to be fulfillment of the service.

Withdrawal or refund after download is not possible, as digital content that cannot be returned after delivery is exempt from withdrawal rights under the applicable consumer protection laws of the Netherlands.

The statutory provisions of the Netherlands apply exclusively, irrespective of the customer's country of residence.

5. Cancellation, no-show, payment for 1:1 coaching, group coaching or training sessions

5.1 Cancellation free of charge is possible up to 48 hours before the relevant appointment. Cancellation must be made in writing to lisa@mindsetatelier.com or via the "Message" contact form on the website. It is not sufficient if the customer only leaves the telephone number for a callback, as I reserve the right to decide when the callback will take place.

5.2 Failure to attend an appointment will be invoiced in full.

5.3 As stated in section 4.2, customers will receive an invoice by email with a request for payment. Customers have a period of two weeks to make the transfer to the specified account, stating the invoice number. After expiry of the payment period, the customer will receive a reminder invoice if the invoice has not yet been paid. In the event of non-payment of the first reminder invoice, a debt collection agency will be called in, the costs of which shall be borne by the customer.

6. goods and services

6.1 The goods and services sold via mindsetatelier.com include, among others

so-called online video courses as well as my online and offline coaching offer (hereinafter collectively referred to as the “Event Offer”). The Event Offer is generally subject to a fee and comprises a program for customers consisting of one or more dates (e.g. online and/or offline sessions, exercises, Q&As, lectures, workshops and other content, contributions, specials, etc.). All information on the content of the respective event offer is subject to the reservation that I may further develop, change and modify it in organizational and/or didactic terms and is therefore not a final or detailed program announcement, but a preview of the final content of the respective event offer. In particular, I reserve the right to postpone dates that have already been announced at short notice for reasons for which I am not responsible (e.g. sudden illness, force majeure, technical obstacles) and/or to make adequate or reasonable changes.

6.2 The purchase and/or utilization or use of the event offer as a customer requires that customers are at least eighteen (18) years old and actively agree to the GTCs and the data protection provisions. For persons under the age of 18, the purchase and/or use of the Event Offer is only permitted with the prior consent of their legal representative(s).

7. interactive participation in the event offer & personal rights

7.1 Customers may be offered the opportunity to enter into a dialog with me as part of their participation in the event offering (e.g. offline event or online event via video link, etc.). Such interactive participation is always voluntary and not obligatory. This applies in particular if audio and/or video recordings of the event are made (hereinafter “event recordings”).

7.2 Insofar as copyright, ancillary copyright, personal rights or other rights arise as a result of the customer's voluntary interactive participation in the event in the context of the recording of event recordings, the customer shall grant me and my legal successors all of these rights or the rights of use thereto with consent to these GTC exclusively and without restriction in terms of territory, time and content in a further transferable form. The rights of use may also be granted to third parties as simple rights. In particular, I am exclusively entitled to use and exploit the event recordings worldwide in all media (especially online in the form of a “video/audio-on-demand” offer) and to further license the event recordings. The interactively participating customers agree that the event recordings and the underlying recording material may only ever be combined, edited and modified with other images, graphics, text, film, audio and audiovisual media in connection with the relevant event offer.

7.3 The interactively participating customers further agree that they have no rights to the event recordings themselves and that these rights are transferred exclusively to me.

7.4 The interactively participating customers guarantee that they are entitled to the above granting of rights in accordance with these GTC and that my (or my licensees and/or business partners) use of the event recordings in accordance with the rights transferred to me does not violate applicable law and/or copyright or other rights of third parties.

8. content & intellectual property

8.1 Any content provided or made available or displayed by me to the customer in the context of the purchase and/or use of the event offer (hereinafter “event content”) is subject in particular to Dutch law on the protection of intellectual property (e.g. copyright, ancillary copyright and trademark law). Any use and/or exploitation of the Event Content beyond the purpose of the Event Offer is strictly prohibited and always requires my prior written consent. This applies in particular - but not exclusively - to any commercial or non-commercial duplication, distribution, publication, editing, translation, storage, archiving, processing or reproduction of the event content, e.g. by means of data carriers, databases or other electronic media or storage media and systems (e.g. Internet, web server, etc.).

9. newsletter

If customers have given their express prior consent, I will inform them at regular or irregular intervals via newsletter about news and changes in connection with my goods and services. However, users have no legal claim in this respect. Further information on subscribing to and unsubscribing from the newsletter can be found in my privacy policy.

10. commercial offers of third parties

I advertise third-party products and/or services on my website. Such advertising usually takes place via hyperlinks. In addition, there may be so-called “affiliate programs” in which customers can purchase a product and/or service from a third-party provider using a link or button. If and insofar as customers conclude contracts with these third parties on the basis of such offers from third parties, the corresponding contractual relationship is concluded exclusively between the respective third party and the customers concerned and in no case with me.

11. Liability & Claims

11.1 I am not liable for damages caused by force majeure, war, terror and natural events or other events for which I am not responsible (e.g. strikes, lockouts, power failures, traffic disruptions, pandemics, public orders, etc.). In addition, I shall only be liable in the event of a breach of any guarantee or material contractual obligation (the fulfillment of which is necessary for the proper execution of the contract and on the observance of which customers regularly rely or may rely) and within the framework of mandatory statutory provisions (e.g. Product Liability Act). Otherwise, liability is limited to intent and gross negligence as well as to damages resulting from injury to life, limb or health. In the event of a breach of material contractual obligations due to slight negligence on my part, the amount of liability shall be limited to the damage foreseeable at the time of conclusion of the contract (i.e. the occurrence of which can typically be expected), but not exceeding the sales price of the purchased goods and services. Insofar as my liability is excluded or limited, this shall also apply to my employees, staff, representatives, vicarious agents and assistants. In the case of

consumer contracts, the warranty period is two (2) years from receipt of the goods by the customer.

11.2 Customers acknowledge and accept that my goods and services are so-called “coaching”, which does not constitute therapy or similar and can in no way serve as a substitute for counseling, therapy, analysis, health care, addiction treatment and other professional services by specially trained persons. The determination of the need for - and the use of - such services is solely at the discretion and responsibility of the customer or their legal representatives. In particular, to the extent permitted by law, I exclude liability for the occurrence or non-occurrence of certain events, conditions and/or developments in the lives of individual users (e.g. achievement of desired goals, personal progress, state of happiness, etc.).

11.3 The goods and services and any visual or audio-visual content on mindsetatelier.com are provided for informational and educational purposes. However, I am not a medical provider, a provider of psychiatric care or a medical professional. The goods and services and their content therefore do not constitute professional medical advice, diagnosis, therapy or treatment. They are not intended as a substitute for professional services provided by specially trained persons in these areas. In particular, they do not constitute psychotherapy; no diagnoses are made, nor are illnesses (e.g. depression, anxiety disorders, severe trauma, addiction or eating disorders) treated.

11.4 Mental health is a basic prerequisite for the purchase and/or use of my goods and services or for coaching in general. I rely on the personal responsibility of the customer. Customers who are undergoing therapeutic or medical treatment or have undergone therapeutic and/or medical treatment in the past may only participate in the event offer after prior consultation with their respective therapists and/or doctors. This is the only way to ensure that certain exercises or tools in the event program do not have a counter-indicative effect.

12. changes

12.1 I reserve the right to amend the GTC at any time (even without giving reasons). If changes are made to the GTC that could affect the interests of the customer, I will inform them of this by email at least two (2) weeks before the changes in question come into effect. If customers do not object (email is sufficient) to the validity of the new GTC within two (2) weeks of receipt of the above-mentioned information email, the amended GTC shall be deemed to have been agreed between me and the customers concerned for their further purchase and/or use of my goods and services or my website. In the event that customers object to the announced changes within the 2-week period, I reserve the right in particular to terminate the contractual relationship in question (but only after any event offers purchased in accordance with the previous version of the GTC have expired).

13. Applicable law

13. 1 The GTC and any legal relationship between me and the respective customer shall be governed exclusively by Dutch law, to the exclusion of the provisions of private international law (IPR) and the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Utrecht. However, this choice of law shall only apply to customers to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the customer has his habitual residence.

14. severability clause

14.1 Should individual provisions of the GTC be or become invalid or unenforceable, the validity of the GTC and the legal relationship concerned shall otherwise remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic purpose of the invalid or unenforceable provision. The above provisions shall apply accordingly in the event of a loophole.

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