

General Terms and Conditions

§ 1 Contractual Content/Conclusion of Contract

1) The General Terms and Conditions accepted by both contracting parties regulate the contractual conditions between Empower Healing, Owner: Elena Hofmann, Kapellenweg 50, 88090 Immenstaad am Bodensee (hereinafter referred to as Coach), and the contracting party as the participant (hereinafter referred to as Participant) as a service contract within the meaning of §§ 611 ff BGB (German Civil Code), unless otherwise agreed in writing between the contracting parties.

2) The contract is concluded when the Participant accepts the Coach's offer and advice. A contract can be concluded by booking through the website via "Calendly," "Zoom," by email, or orally. The contract is only concluded upon confirmation of the booking by the Coach.

The services offered include coaching and health-promoting support for chronic body pain, trade representation, marketing, and services in the health sector. Additionally, the Coach offers yoga sessions. The specific content of the service is determined by the respective descriptions. Unless explicitly stated otherwise, the following provisions also apply to yoga services, even if not expressly mentioned.

The basis of the contractual relationship is these General Terms and Conditions. Deviating terms and conditions do not become part of the contract without a special written agreement.

3) The Coach is entitled to refuse conclusion of a contract without stating reasons if the required trust relationship cannot be expected, if the Coach cannot or may not coach and advise due to specialization or legal reasons, or if there are reasons that could lead to conflicts of conscience. In this case, the Coach's fee for services provided until the rejection of the consultation remains valid.

§ 2 Content of the Service Contract

1) The Coach provides services to the Participant by applying their knowledge and skills and passing them on to the Participants for implementation. The Coach is entitled to use methods that correspond to the presumed will of the Participant, unless an agreement has been made in advance. The exact content is based on the booked/agreed service of the Coach.

2) The Coach provides services to the best of their knowledge and belief. The Coach cannot promise or guarantee the participant a subjectively expected success. The subject of the contract is therefore the provision of the agreed coaching or training service, not the achievement of a specific goal for the participant.

3) The services offered by the Coach take place online or on-site depending on the agreed scope. The Coach does not provide their own premises.

§ 3 Legal Framework of the Coach

1) Coaching and training are not psychotherapy and do not replace psychotherapy. Similarly, coaching does not replace a medical assessment or examination. The Coach only provides advisory and supportive services and does not practice health professions or similar.

2) The Participant bears full responsibility for their actions throughout the coaching or other services, both during and outside coaching sessions. Participation in coaching requires normal mental and physical resilience. Each participant is responsible for their physical and mental condition. By booking, the participant confirms being physically and mentally able to participate in the booked coaching or service.

§ 4 Participant's Cooperation

1) In most cases, consulting/coaching is only meaningful/effective with the active participation of the Participant. This applies in particular to the provision of necessary information as a basic requirement for coaching or training, as well as for active participation in other methods.

2) The rejection of a recommended or necessary medical examination can also be decisive for the progress of further consultation in the interest of the participant.

3) The Coach is entitled to terminate the consultation if trust is no longer given, especially if the participant denies or otherwise rejects the coaching or training contents or is not in a health condition to implement them.

The participant also has the right to terminate the consultation if trust is no longer given. This must be done in a timely manner—at least one week before the next agreed consultation date and in writing.

§ 5 Compensation

1) The Coach is entitled to a fee in the agreed amount for providing their services.

2) The fees must be paid by the Participant via the payment service within 7 days after invoicing without deduction. Payment terms, installment payments, or special conditions must be agreed upon and recorded in the invoice before the start of coaching or training.

3) In the case of non-utilization of agreed-upon appointments, the Participant is irrevocably obliged to pay the cancellation fee in the amount of 100% of the proportional fee for the missed appointment. The cancellation fee is payable immediately without further notice.

The above payment obligation does not apply if the participant cancels at least 24 hours before the start of the agreed-upon appointment or is prevented from attending without fault or for a valid reason, e.g., in the case of an accident. In these cases, a replacement appointment is agreed upon. Proof of non-culpable non-appearance can be requested by the Coach.

4) If the participant cancels an appointment 48 hours before the agreed-upon date, the full fee is due; if canceled 7 days before the date, 50%. The participant is not precluded from proving that the Coach did not incur costs or not to the stated extent.

5) Appointments canceled by the Coach, e.g., due to illness, will not be invoiced to the participant. The Coach agrees on a replacement date with the participant, taking into account both parties' interests.

6) Already paid fees will only be refunded in the mentioned exceptional cases.

§ 6 Duration and Termination

- 1) The contract begins with the conclusion of the contract and runs for the agreed duration. It automatically ends without the need for termination. Ordinary termination during the term is generally excluded.
- 2) Termination for good cause remains unaffected.
- 3) Every termination requires written form.

§ 7 Confidentiality of Coaching or Training

- 1) The Coach treats all participant data confidentially and provides information regarding the contents of the conversations and exercises, as well as their circumstances and the participant's personal circumstances, only with the explicit consent of the participant.
- 2) § 7 para. 1 does not apply if the Coach is obliged to disclose the data due to legal regulations, such as in the case of crimes, or if the Coach is obliged to provide information based on official or court orders. This also applies to information to legal guardians but not to information to spouses, relatives, family members, colleagues, or superiors.
- 3) § 7 para. 1 also does not apply if, in connection with counseling, training, and prevention, personal attacks against the Coach or his professional practice occur, and he can exonerate himself with the use of accurate data or facts.
- 4) The Coach keeps records of their services. The participant has the right to inspect these records; they can request the surrender of these records and will receive the information recorded therein in copy.
- 5) If the participant requests a detailed record of the coaching or training, the Coach will create this at the participant's cost and fee obligation based on the actual time spent from the records. Prior agreement is required for this.

§ 8 Disagreements

Disagreements arising from the coaching or training contract and the General Terms and Conditions should be settled amicably. It is recommended to submit opposing views, differing opinions, or complaints in writing to the other contracting party.

§ 9 Confidentiality

The contractor shall maintain confidentiality regarding information provided by the client for the execution of the order, unless this contradicts the execution of the order.

§ 10 Copyrights

- 1) The Coach holds copyrights to all images, films, and texts published on the website. The use of images, films, texts, and content is not permitted without the Coach's explicit consent. The same applies to all documents provided during the program. Passing on to third parties is not allowed.

2) Modification of the content by the participant is prohibited.

3) The participant is not allowed to take audio or video recordings or screenshots of the respective coaching sessions.

§ 11 Liability

1) The Coach is liable to the participant in all cases of contractual and non-contractual liability for intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.

2) In other cases, we are liable—unless otherwise regulated in para. 3—only for the violation of a contractual obligation, the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance the client regularly relies (so-called cardinal obligation), limited to the replacement of the foreseeable and typical damage. In all other cases, our liability is excluded, subject to the regulation in para. 3.

3) Our liability for damages resulting from the violation of life, body, or health and under the Product Liability Act remains unaffected by the above limitations and exclusions.

§ 12 Applicable Law and Jurisdiction

1) German law applies, excluding the UN Sales Convention. If you have placed the order as a consumer and have your habitual residence in another country at the time of your order, the application of mandatory legal provisions of that country is unaffected by the choice of law made in sentence 1.

2) If you are a merchant and have your registered office in Germany at the time of the order, the exclusive place of jurisdiction is the registered office of the seller. Otherwise, the applicable legal provisions apply to local and international jurisdiction.

§ 13 Severability Clause

Should individual provisions of the consultation contract or the General Terms and Conditions be or become invalid or void, this does not affect the overall validity of the consultation contract. The invalid or void provision is to be replaced by a provision that comes closest to the purpose of the contract or the parties' will in free interpretation.

Revocation Instructions for Digital Content, created according to EGBGB Annex 1 to Art. 246a § 1 Abs. 2 Sentence 2. Source: BGBl. I 2013, 3642 - 3670

Revocation Instructions

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 conclusion of the contract. To exercise your right of withdrawal, you must inform us

Empower Healing

Elena Hofmann

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88090 Immenstaad am Bodensee

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by means of a clear statement (e.g., a letter sent by post or email) about your decision to withdraw from this contract. You can use the attached sample withdrawal form, which is not mandatory.

To comply with the withdrawal period, it is sufficient to send the notification of exercising the right of withdrawal before the withdrawal period expires.

Consequences of Withdrawal

If you withdraw from this contract, we must repay you all payments that we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we received the notification of your withdrawal 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.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount that corresponds to the proportion of the services already provided up to the time 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.

Sample Withdrawal Form

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

Empower Healing

Elena Hofmann

Kapellenweg 50

88090 Immenstaad am Bodensee

E-Mail: info@empowerhealing.de

- I/we (*) *hereby revoke the contract concluded by me/us (*)* for the purchase of the following goods (*)/*the provision of the following service (*)*

- Ordered on (*)/*received on (*)*

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only for communication on paper)

- Date

(*) Delete as appropriate.