

# General terms and conditions ("GTC")

## Contracting parties

On the basis of these General Terms and Conditions the contract is concluded between the customer (i.e. you) and Heidi Eineder, easyfaM® (hereinafter also referred to as supplier or us), represented by Heidi Eineder, Fridolin-Holzer-Str. 6 88161 Lindenberg i.A., Germany, Tel: +49-8381-8307101, e-mail address: [info@easyfaM.com](mailto:info@easyfaM.com), VAT identification number: DE313007677.

## Subject matter of the contract

These General Terms and Conditions (hereinafter referred to as "GTC") apply to the free use of the online platform <https://www.easyfaM.com> as well as to all contracts concluded between the provider and the customer via this online platform. They regulate the contract for the sale of new goods from the area(s) "Playful Organizational Systems and Process Tools" via the online shop of the provider. Please refer to the product description on the offer page for details of the respective offer. They regulate the contract for the sale of digital content (videos, digital booklets, method cards) in with one-off or recurring payments in the form of a subscription. The provider provides all services described below exclusively on the basis of these GTC. Deviating general terms and conditions of the customer shall not become part of the contract even if the provider does not explicitly contradict them.

The provider can amend the GTC with a notice period of one month if no main obligations and other regulations decisive for the customer (e.g. notice period) are amended to his disadvantage and the amendment is reasonable for the customer. A change will be communicated in writing or by e-mail and is part of the contract, unless objected to in writing or by e-mail within one month. Previous versions of the GTC are available to the customer.

## Conclusion of contract

The contract is concluded exclusively in electronic business transactions via the shop system. The presented offers represent a non-binding invitation to submit an offer by the customer order, which the provider can then accept. The ordering process for the conclusion of the contract comprises the following steps in the shop system:

- Selection of the offer in the desired specification
- Adding the offer to the shopping cart
- Press the button 'Order'.
- Entering the billing and delivery address
- Selection of payment method
- Verification and processing of the order and all entries
- Press the button 'Order now'.
- Confirmation mail that order has been received

With the sending of the order confirmation the contract is concluded. Further information on data protection can be viewed by the customer at any time at <https://easyfam.com/en/privacy-policies/>

## Reservations

The provider reserves the right not to provide the promised service in the event of non-availability or to deliver it according to availability (indication of delivery date for the product in the purchase process).

## Prices, shipping costs, return costs

All prices at the time of the order are final prices in EUR and include the statutory value-added tax and sales tax. In addition to the final prices, further costs are incurred depending on the mode of shipment, which are displayed before the order is shipped. If there is a right of revocation and this is used, the customer bears the cost of return. An optional form can be downloaded for this purpose in the chapter Revocation. With purchase contracts between the offerer and the customer the total amount to be paid inclusive forwarding expenses is immediately due. If a discount, a special price, a voucher or similar has been claimed for the first contract period, the regular price will be due at the time of the conclusion of the contract, unless otherwise expressly agreed at the time of the conclusion of the contract.

## Terms of payment

The customer only has the following options for payment: payment service provider (PayPal, paydirekt), Sofortüberweisung, giro pay, Maestro, credit card. Other payment methods are not offered and will be rejected. By using a trustee service/payment service provider, it enables the provider and the customer to process the payment with each other. The trustee service/payment service provider forwards the customer's payment to the provider. Further information is available on the website of the respective trust service/payment service provider. If payment is made by credit card, the customer must be the cardholder. The credit card will be charged when the order is accepted. In the case of an invoice with bank transfer, the customer is obliged to pay or transfer the stated amount to the account stated on the invoice within 7 days of receipt of the invoice. A dispatch and/or an activation takes place only after money entrance. Should the collection or the debit fail for reasons for which the customer is responsible (e.g. lack of cover, unauthorised chargeback), the costs incurred as a result shall be reimbursed to the provider. In the event of repeated failure of the direct debit, a new direct debit will no longer be made in order to avoid the incurrance of further costs. The customer service of the supplier will contact the customer for this and ask for transfer. Should the customer fall into arrears, the costs of the reminders are to be borne by him.

The payment is due from invoice date without deduction. The customer comes only after reminder in delay. A right of retention of the customer, which is not based on the same contractual relationship, is excluded. Offsetting against claims of the customer is excluded, unless these are undisputed or have been legally established.

If the customer acquires a product as a membership subscription, this shall be deemed to be the direct debit authorisation granted by the customer to the provider for the selected payment option. Prices and periods are always clearly indicated on the order form.

## Terms of delivery

The goods will be shipped immediately after confirmed receipt of payment. The dispatch takes place on average after 2 working days (Mo.-Fr.), maximally after 10 days starting from money entrance. The standard delivery time is 3 days within Germany and internationally depending on the logistics chain, unless otherwise stated in the item description. The supplier ships the order from his own warehouse as soon as the entire order is in stock there. If the supplier is not responsible for a permanent obstacle to delivery, in particular force majeure or non-delivery by his own suppliers, although a corresponding covering transaction was made in good time, the supplier has the right to withdraw from a contract with the customer to this extent. The customer will be informed immediately and any services received, in particular payments, will be refunded.

## Term, extension, cancellation of subscriptions

The following conditions apply to subscriptions: The duration of the contract is specified when the contract of sale for the subscription is concluded, usually twelve months. The one-month basic access does not take place in subscription form and ends automatically after one month. The term subscription (e.g. 12 months) is automatically extended after expiry by the originally agreed fee-

based term if it has not been terminated by the provider or the customer in good time by letter, fax or e-mail.

A cancellation must be made at least 4 weeks before the end of the term. It can take place at any time without disadvantages for the customer during the running time, without changing the running time. The date of receipt by the provider or, in the case of letters, the postmark shall be decisive for compliance with the deadline. In case of a cancellation by the provider, the receipt by the customer is decisive. A termination is to be sent legally valid under indication of the E-Mail address registered with the offerer and/or the customer number to the following address:

info@easyfaM.com or to Heidi Eineder, easyfaM®, Fridolin-Holzer-Str. 6, 88161 Lindenberg, Germany

The order confirmation message shows the customer the contract term and the length of the subscription and alternatively in the user account under Orders. The statutory right to extraordinary termination remains unaffected.

## Warranty

Consumers are entitled to a statutory liability for defects for the services offered in accordance with the relevant provisions of the German Civil Code (BGB). If this is deviated from, the warranty shall be governed by the relevant provisions in the General Terms and Conditions (AGB). If the customer is an entrepreneur, the warranty period for new goods is limited to one year. The supplier is granted the right to choose between repair or replacement if the goods are new and the customer is an entrepreneur. If the customer is an entrepreneur, the warranty for used goods is excluded. If the customer is a consumer, the warranty period for used goods is limited to one year. This does not apply to compensation claims of the customer because of injury to life, body, health or essential contractual obligations, which must necessarily be fulfilled to achieve the contractual goal. This also does not apply to claims for damages after grossly negligent or intentional breach of duty by the provider or his legal representative or vicarious agent. In all other respects, the statutory provisions shall apply.

## Use of the online platform and content

In order to complete an order for a digital product with a fixed duration (e.g. training access for 12 months), you must register with a valid email address and a password that meets the usual security requirements. Login and password may not be passed on to third parties.

Commercial or public use or display is only permitted with the written approval of the provider. The online accesses activated by the online platform through the purchase contract are personal. The contents (e.g. method cards, checklists, coaching videos) must not be distributed further. Storage of the .pdf files is only permitted during the validity period of the access. Videos must not be saved under any circumstances. All data is protected by copyright. The provider can use technologies to identify violations and, if necessary, prosecute for damages.

## Privacy and data protection

The protection of the personal data of the provider's customers has the highest priority. More detailed information on data protection can be found here: <https://easyfam.com/en/privacy-policies/>

## Drafting of contracts

If the customer is an entrepreneur, the risk of accidental loss and/or accidental deterioration of the goods shall pass to the customer upon delivery or, in the case of shipment, upon delivery of the

goods to the selected service provider for this purpose. The contract text is stored by the provider. The customer has the following possibility to access the stored contract text: By logging into the own account, call "My orders". This area can be found on the following page: <https://www.easyfaM.com>, Login, Orders. The customer can correct errors in the input during the order process, by adjustment in the shopping cart.

## Right of revocation, revocation instructions

Right of revocation: You have the right to revoke this contract within fourteen days without giving reasons.

### Expiry of the right of revocation for digital content

The right of withdrawal expires in the case of a contract for the delivery of digital content that is not on a physical data carrier (e.g. membership for a certain period of time) if we have begun executing the contract after you have expressly agreed that we begin executing the contract before the expiry of the withdrawal period, and have confirmed your knowledge that you lose your right of withdrawal through your consent with the beginning of the execution of the contract.

### In all other cases, the withdrawal period shall be fourteen days from the day,

- In the case of a contract of sale: where you or a third party designated by you, other than the carrier, have taken or have taken possession of the last goods.
- In the case of a contract for the delivery of goods in several instalments or pieces: in which you or a third party other than the carrier designated by you took possession of the last instalment or piece.
- In the case of a contract for the regular delivery of goods over a fixed period: when you or a third party other than the carrier designated by you took possession of the first goods.
- If several alternatives meet, the last date is relevant.

In order to exercise your right of withdrawal, you must inform us (Heidi Eineder, easyfaM, Heidi Eineder, Fridolin-Holzer-Str. 6 88161 Lindenberg im Allgäu (Germany), +49-8381-8307101, [info@easyfaM.com](mailto:info@easyfaM.com)) of your decision to withdraw from this contract by means of a clear declaration (e.g. letter sent by post or e-mail). You can use the attached sample revocation form, which is not mandatory. In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

### Consequences of the revocation

If you revoke this agreement, we will refund to you all payments we have received from you, including delivery charges (with the exception of additional charges arising from your choosing a different method of delivery from the low-cost domestic standard delivery offered by us), promptly and no later than fourteen days from the date we receive notice of your revocation of this Agreement. We will use the same means of payment used by you in the original transaction for such refund, unless expressly agreed otherwise with you and in no event will you be charged for such refund. We may refuse a refund until we have received the goods back or until you have proved that you have returned the goods and we have accepted them, whichever is earlier.

You must return or hand over the goods to Heidi Eineder, easyfaM, Heidi Eineder, Fridolin-Holzer-Str. 6 88161 Lindenberg im Allgäu (Germany) +49-8381-8307101 [info@easyfaM.com](mailto:info@easyfaM.com) immediately and in any case within fourteen days of the day on which you notify us of the revocation of this contract at the latest. The deadline is met if you send the goods before the expiry of the fourteen-day deadline.

**You shall bear the direct costs of returning the goods.**

**You only have to pay for any loss in value of the goods,**

- where that depreciation is due to handling of the goods which is not necessary to check their quality, properties and function,
- the goods can no longer be sold at their original value because they have been individualised or damaged.

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**Sample withdrawal form**

If you want to cancel the contract, please fill in the following form and send it back.

To

Heidi Eineder, easyfaM

Fridolin-Holzer-Str. 6

88161 Lindenberg i.A., Germany

info@easyfaM.com

I/we (\*) hereby cancel the contract concluded by me / us (\*) for the purchase of the following goods (\*) / the provision of the following services (\*)

Ordered on (\*)/received on (\*) \_\_\_\_\_

Name(s) of consumer(s) \_\_\_\_\_

Address of the consumer(s) \_\_\_\_\_

Signature Consumer (only for notification on paper) \_\_\_\_\_

Date: \_\_\_\_\_

(\*) Delete as appropriate.

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**End of the revocation instruction**

## Limitation of liability, exclusion of liability

Claims for damages by the customer are excluded, unless otherwise specified for the following reasons. This also applies to the representative and vicarious agents of the supplier if the customer raises claims for damages against these claims. Excluded are claims for damages of the customer due to injury to life, body, health or essential contractual obligations, which must necessarily be fulfilled in order to achieve the contractual goal. Likewise, this does not apply to claims for damages following grossly negligent or intentional breach of duty on the part of the provider or its legal representative or vicarious agent.

The provider shall always endeavour to ensure that the online platform is available without interruption and that the customer receives error-free transmissions. However, this cannot be guaranteed at all times. Access may sometimes be restricted or interrupted for maintenance work, repairs or revisions. The limitations of liability apply in favour of employees, commissioned partners and vicarious agents of the provider.

## Prohibition of assignment and pledging

Claims or rights of the Customer against the Provider may not be assigned or pledged without the Provider's consent, unless the Customer has proven a justified interest in the assignment or pledge.

## Language, place of jurisdiction and applicable law

The contract shall be drawn up in English. If any regulation is in doubt, the German GTC ("AGB") would be relevant. The further execution of the contractual relationship shall take place in German. The law of the Federal Republic of Germany applies exclusively. This only applies to consumers insofar as no legal provisions of the state in which the customer has his residence or habitual stay are restricted. The place of jurisdiction for disputes with customers is, as far as permissible, the registered office of the provider. If the contractual partner is commercial and/or a person who is a merchant, the law of the Federal Republic of Germany shall apply exclusively under exclusion of the UN Convention on Contracts for the International Sale of Goods.

## Severability clause

The invalidity of a provision of these GTC shall not affect the validity of the other provisions.

Status: December 2018