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## **A. General Terms and Conditions of Business**

### **1. Scope, subject matter of the contract, definitions**

- a) For the business relationship between Scholz & Pela GbR, Conrad-Blenkle-Straße 2, 10407 Berlin, (hereinafter referred to as "Provider") and the customer, the following General Terms and Conditions of Business (GTC) in the version valid at the time of the order shall apply exclusively.
- b) Subject of the GTC are the contracts for online courses on the site vademecum-academy.com (hereinafter referred to as "Platform").
- c) Customers are consumers in the sense of § 13 BGB (German Civil Code), i.e. natural persons who conclude the respective legal transaction for a purpose that can predominantly be attributed neither to their commercial nor their self-employed professional activity. In other cases the customers are entrepreneurs according to § 14 BGB.

### **2. Object of performance**

- a) The platform offers digital content in the areas of martial arts and fitness.
- b) Customers can purchase individual content. In addition, an access to the platform is also offered as a training supplement in the form of accompanying material for active course participants of a certified local instructor (hereinafter referred to as "Subscription").
- c) As far as training videos are part of the offer, they are only provided as on-demand content (hereinafter referred to as "Stream") and not as downloadable content. Customers are not permitted to reproduce, offer, edit, publish or pass on to third parties the content provided. Commercial use or publication is also not permitted.
- d) Access to the platform as part of the subscription does not include any predefined content. Rather, the content is activated as accompanying material by an instructor, according to the level of knowledge and training. By booking the subscription, there is no right to the activation of the whole learning content. The customer has no right to have the entire course content accompanied by a specific instructor.
- e) Possible online events are conducted via third party software, which the customer must install.

### **3. Conclusion of contract, contract period, cancellation of subscriptions**

- a) The offers for subscriptions on the platform represent a legally binding offer by the provider.
- b) Within the scope of the lessons with an instructor certified by the platform, the customer will be given a recommendation for a course content if interested and the customer can then book the subscription on the platform in the form of access to the platform.
- c) After an effective conclusion of the contract, the customer will receive a corresponding e-mail confirmation in which the order is summarized.
- d) The contract is concluded for an indefinite period and can be terminated by the customer at the end of the paid period by terminating the payment. The Customer can see this in his user account under "Subscription".

**4. Conclusion of contract for the purchase of individual content**

- a) The customer can purchase individual content offered outside the subscription. If the customer also has an ongoing subscription contract, he can only use the individually purchased content as long as the subscription contract is running.
- b) The offers on the platform represent a legally binding offer of the provider.
- c) The customer can select the desired service and then conclude a contract with the provider.

**5. Conclusion of contract for students of the Kung Fu and Chi Kung school (berlin siu lam wing chun pai)**

- a) Customers who have booked courses on site at the Kung Fu and Chi Kung school will receive access to the platform as part of the membership contract.
- b) The contract for the use of the content on the platform is concluded with the registration.
- c) If a customer cancels his membership of the Kung Fu and Chi Kung school, he can only access the content of the platform via a paid subscription.

**6. Prices, terms of payment**

- a) The prices indicated are final prices. The services are exempt from turnover tax according to § 4 No. 21 a, bb UStG (VAT Act).
- b) Membership fees are paid via the specified payment service provider using the specified means of payment.

**7. Special conditions for course content**

- a) The customer is responsible for ensuring that he/she has the technical requirements to participate in the course. Technical problems on the part of the customer in the perception, do not release him from the obligation to pay.
- b) The provider reserves the right to cancel online events, e.g. in case of illness, too few participants, or force majeure. In any case, the provider will make every effort to inform the customer of cancellations or necessary changes as early as possible.
- c) If the provider has to cancel an online event as well as an alternative date scheduled for it, the provider shall immediately refund the participation fee, insofar as that it has already been paid. Further claims are excluded, except in cases of intentional or grossly negligent behaviour of the provider or his vicarious agents.
- d) Online seminars may not be recorded, partially recorded, published or presented without the consent of the provider.
- e) In the case of content within the scope of a subscription, the respective instructor will only activate the following content once the previous sections have been passed, which is at the discretion of the instructor. In the scope of individual purchased content, this is verified by the customer creating a video according to the specifications of the provider or an instructor and uploading it to the platform. The uploaded video will be saved by the provider to document the customer's training progress and training level. In case of misuse, manipulation or attempts to deceive, the provider reserves the right to use the video material for evidentiary purposes and counterstatement.

**8. Special conditions for certificates and instructors**

- a) Upon successful completion of the instructor courses, the customer is added to the list of instructors.
- b) After completing specific courses, the provider issues digital certificates to the customer, who can insert them into his/her own websites. The provider reserves the right to check the certificates electronically for validity. Each instructor ensures the verifiability of his certificates for all his own customers.

- c) As an instructor, the customer can make content from the platform available to his own customers as accompanying material.

#### **9. Note of action, obligations of the customer**

- a) The provider assumes no liability for the topicality, completeness or quality of the content.
- b) The requirement for following and implementing the suggestions for action and exercises is a good general mental, health and physical condition. In particular, the fitness tips, advice and articles in the content offered on the platform do not replace medical and health advice, but merely represent support for improving and maintaining the general condition.
- c) Customers commit themselves to use protective equipment and to perform warm-up exercises before the training session.
- d) Before customers implement the tips and advice, they should therefore have their health checked by a doctor, as individual physical and medical characteristics (pre-existing conditions) may mean that certain advice is not suitable for them.
- e) If courses involve partner exercises, it is the customer's responsibility to ensure that the partner is suitable for this.

#### **10. Warranty, guarantee**

- a) The statutory warranty law applies.
- b) A guarantee exists for the goods delivered by the provider only if it is expressly stated in the order confirmation for the respective article.

#### **11. Liability**

- a) The following exclusions and limitations of liability shall apply to any liability of the provider for damages, notwithstanding any other legal requirements for claims.
- b) The provider is liable without limitation if the cause of damage is based on intent or gross negligence.
- c) Furthermore, the provider is liable for the slightly negligent violation of essential obligations, the violation of which endangers the achievement of the purpose of the contract, or for the violation of obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the compliance of which you regularly rely. In this case, however, the provider is only liable for the foreseeable damage typical for the contract and not for the slightly negligent breach of obligations other than those mentioned in the preceding sentences.
- d) The above limitations of liability do not apply in the event of injury to life, body or health, for a defect after the assumption of a guarantee for the quality of the product and for fraudulently concealed defects. Liability according to the (German) Product Liability Act shall remain unaffected.
- e) As far as the liability of the provider is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

#### **12. Data protection**

- a) The provider processes personal data of the customer for the intended purpose and in accordance with the legal provisions. The personal data provided for the purpose of ordering goods (such as name, e-mail address, postal address, payment details) will be used by the provider to fulfil and complete the contract. This data is treated confidentially and is not passed on to third parties who are not involved in the ordering, delivery and payment process.
- b) Further information on data protection can be found in [privacy policy](#).

**13. Dispute settlement**

- a) The EU Commission provides a platform for online dispute settlement on the Internet under the following link: <https://ec.europa.eu/consumers/odr>. This platform serves as a contact point for out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.
- b) The provider is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

**14. Final provisions (applicable law, contract language, contract text, place of jurisdiction)**

- a) On contracts between the provider and the customers the right of the Federal Republic of Germany under exclusion of the UN Sales Convention (CISG) applies, as far as no mandatory legal regulation opposes this.
- b) The contract language is German, as far as there is no mandatory legal regulation to the contrary.
- c) The provider saves the text of the contract (if the order was placed by e-mail) and sends the order data and the GTC to the customer by e-mail. The customer can retrieve and print out the current GTC on the platform.
- d) If the customer is a merchant, a legal entity under public law or a special fund under public law, the judicial district in which the provider's registered office is located shall be the legal venue for all disputes arising from contractual relationships between the customer and the provider.

## B. Cancellation policy

### Right of cancellation

You have the right to cancel this contract within fourteen days without giving reasons.

The cancellation period is fourteen days from the date of conclusion of the contract.

In order to exercise your right of cancellation, you must notify us (Scholz & Pela GbR, Conrad-Blenkle-Straße 2, 10407 Berlin, Germany, Tel. +49 30 20662228, E-Mail: academy@vademecum-academy.com) by means of a clear statement (e.g. a letter sent by post or an e-mail) about your decision to cancel this contract. You may use the attached sample cancellation form for this purpose, but this is not mandatory. In order to comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the end of the cancellation period.

### Consequences of cancellation

If you cancel this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen 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 receive notification of your cancellation of this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case you will be charged for this refund.

**- End of the cancellation policy -**

### Note (no part of the cancellation policy)

You lose your right of cancellation if you have fulfilled the contract in full.

**C. Sample cancellation form**

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

To  
Scholz & Pela GbR  
Conrad-Blenkle-Straße 2  
10407 Berlin  
E-Mail: academy@vademeccum-academy.com

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

.....

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

.....

Name(s) of the consumer(s)

.....

Address(es) of the consumer(s)

.....

.....

.....

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

.....  
Date

**(\*) Delete as appropriate.**