

## Terms of service – Individual coaching

### 1.Services

MENTACOM GmbH provides services of the type and scope according to the content presented on the website for the respective individual coaching offers.

### 2.Coaching Materials

The rights to the documents provided in the coaching (e.g. handouts, analyses, reports, etc.) lie exclusively with MENTACOM, the respective licensing company or third party with which MENTACOM maintains a cooperation. Any other use requires the written consent of MENTACOM or the respective licensing company or third party.

### 3.Registration and Confirmation

The registration must be in writing. The basis is the content and dates specified in an initial information meeting or later. Registration can be made by e-mail, fax or post. MENTACOM confirms the registration for the coaching in writing. With the confirmation, the order becomes binding.

Coaching in connection with services from the Federal Employment Agency or the job centers are subject to the regulations of the cooperation with the respective service provider.

### 4.Cancellation by client

Cancellation is free of charge if it occurs 2 working days before the start of the coaching. A free cancellation on the first day of coaching is also free of charge if the client is able to start the coaching due to force majeure, illness or circumstances for which he is not responsible. MENTACOM is entitled to request appropriate evidence (e.g. certificate of incapacity for work). In this case, the client has the right to arrange an alternative date with MENTACOM. If the coaching is not started without a reason or without information, the client has to pay 20% of the agreed fee for the coaching to MENTACOM.

If the client terminates the coaching prematurely, which is not justified by the points mentioned above, the client must bear the costs of the coaching, but at least those of the current module or booked hour contingent.

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### 5.Cancellation by MENTACOM

MENTACOM reserves the right to cancel the coaching in full or individual appointments due to force majeure, illness of the coach or other circumstances for which MENTACOM is not responsible. In this case, the client has no fundamental right to implementation. In this case, MENTACOM is obliged to offer the client an alternative date. If no agreement can be reached on an alternative date, the client is free to withdraw from the contract. In this case, MENTACOM has no claims for cancellation fees. MENTACOM cannot be held liable for reimbursement of possible travel or accommodation fees or other consequential damages. If a coaching is canceled by MENTACOM, the participant will be informed in good time as far as possible.

MENTACOM also reserves the right to end the coaching prematurely if this is due to the behavior of the client (refusal to cooperate, lack of appreciation, immoral behavior, etc.). In this case, the proportionate fees up to that point in time will be charged.

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### 6.Terms of payment

The coaching fees are due without any deduction or according to the separately agreed conditions and/or terms of payment until the beginning of the coaching.

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### 7.Coaching Fees

The coaching fees include the applicable statutory value-added tax. They also include, if applicable, the costs for the premises and all coaching material. Expenses for possible travel times and travel costs are not included in the coaching fees and will be charged separately after consultation.

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### 8.Satisfaction Guarantee

We attach great importance to high quality and the associated satisfaction of the client in our coaching. We evaluate the satisfaction at the end of the coaching. Clients who are not satisfied with the quality of our coaching are entitled to a refund of the coaching fees. This reimbursement must be explicitly claimed by the participant.

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### 9. Certificates of Participation and Certificates

At the end of the coaching, participation is confirmed by a certificate with the respective coaching content, at the request of the client. The certificate is issued by MENTACOM. A prerequisite for the issuance of the certificate is constructive and complete participation in the respective coaching.

### 10.Scope

These terms and conditions apply exclusively; any general terms and conditions of the customer that conflict with or deviate from these terms and conditions will not be recognized by MENTACOM unless MENTACOM has expressly agreed to their validity in writing. Coaching in connection with services from the Federal Employment Agency or the job centers are subject to the regulations of the cooperation with the respective service provider.

### 11.Jurisdiction and Applicable Law

The legal relationship between the contracting parties arising from or in connection with the contract is subject to the law of the Federal Republic of Germany. The place of jurisdiction for legal disputes arising from or in connection with the contract is Siegburg. Should a provision of the contract be or become wholly or partially invalid or unenforceable, the remainder of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by the valid provision which the parties would have agreed from an economic point of view if they had known of the invalidity or unenforceability of the provision at the time the contract was concluded. The same applies to a gap in the contract.

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