

General Terms and Conditions of Rebirth Your Essence LTD

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PART 1 – SCOPE AND APPLICABLE LAW

1 Scope

1. The following General Terms and Conditions apply to all legal transactions with consumers and entrepreneurs conducted with:

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Rebirth Your Essence LTD
5 / 2 Merchants Street
Valletta VLT 1177
Malta
www.rebirth-your-essence.com

Hereinafter referred to as “we”. Legal transactions may take place via email, an initial Zoom call or via the website.

1. These Terms and Conditions apply exclusively. Any conflicting or deviating conditions used by you are not recognized unless we have expressly agreed to their validity in writing or text form.
2. In individual cases we may use additional agreements alongside these Terms and Conditions. These will be concluded separately between the parties and will take precedence over these Terms and Conditions in case of doubt.

2 Applicable Law and Consumer Protection Regulations

1. Maltese law applies, excluding international private law and the UN Convention on Contracts for the International Sale of Goods, if:
2. you order as an entrepreneur

- 3 . your habitual residence is in Germany
 - 4 . your habitual residence is in a state that is not a member of the European Union
 - 5 . If you are a consumer within the meaning of Section 13 of the German Civil Code (BGB) and your habitual residence is in a member state of the European Union, Maltese law also applies. Mandatory provisions of the state in which you have your habitual residence remain unaffected.
 - 6 . A consumer within the meaning of these provisions is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor related to their independent professional activity. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when entering into a legal transaction, acts in the exercise of their independent professional or commercial activity.
 - 7 . For Swiss consumers, Swiss substantive law applies exclusively. For business customers from Switzerland, Maltese law applies.
 - 8 . The version of these Terms and Conditions valid at the time of booking or purchase applies.
 - 9 . Prices valid at the time of booking apply.
 - 10 . Promotional or discount offers may be limited in time or quantity. There is no entitlement to offers.
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PART 2 – CONCLUSION OF CONTRACT, PAYMENT TERMS, CONTRACT DURATION AND VOUCHERS

3 Subject of the Contract

- 1 . The subject of the contract may include the following services (list not exhaustive):
 - 2 . Individual online coaching sessions
 - 3 . Online group coaching
 - 4 . Online courses
 - 5 . Digital products
 - 6 . A combination of online & in-person coaching programs
- 7 . All offers on the internet are non-binding and do not constitute a legally binding offer to enter into a contract.

4 Prices, Payment Terms and Due Dates

1. Prices can be gross (include applicable statutory VAT) or net (exclude applicable statutory VAT) depending on the individual offer.
2. An invoice will generally be sent to you by email as a PDF document. The invoice amount is due immediately upon receipt.
3. Access to services, programs or coaching depends on prior receipt of payment. Once payment or deposit has been received, you are entitled to the corresponding service.
4. Access to the membership area will only be activated once payment has been credited to your account. You will then usually receive your login details or a link to create them.
5. In some cases installment payments are offered. The total amount may be higher than a lump sum payment. The total amount will be communicated in advance. Early repayment is possible at any time.
6. Late payments may incur interest and reminder fees. If internal reminders are unsuccessful, your claim may be transferred to a lawyer for collection. Additional legal costs may arise.
7. If installment payments are agreed and you fail to pay after a reminder and grace period, we will terminate the installment agreement and the remaining balance becomes due immediately.
8. You may not offset payment claims or exercise a right of retention unless the counterclaim is undisputed or legally established.
9. In the event of payment default, we may suspend or refuse services until all outstanding payments are settled.

5 Conclusion of Contract

5.1 Bookings made verbally, by phone, in writing, by email, SMS, WhatsApp or messenger

1. For some services, an initial consultation forms the basis of the service. You contact us via email, messenger or book a free consultation via our calendar after completing a questionnaire.
2. The consultation usually lasts 15 minutes and takes place via Zoom.

- 3 . To prepare for the consultation, we use a questionnaire from Youcanbookme.com. By completing the questionnaire you agree to their privacy policy. The data is used solely to create a contract and will be deleted if no contract is concluded.
 - 4 . During the consultation we determine whether our offer is suitable for you.
 - 5 . Offer: By making a booking you submit a binding offer to conclude a contract.
 - 6 . Acceptance: The contract is concluded when you receive our confirmation email.
 - 7 . Payment is made by bank transfer. You will receive a PDF invoice by email. 5 % of amount is due immediately upon commissioning.
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5 . 2 Booking through the online shop

- 1 . Under the section "Online Courses" you will find our offers.
- 2 . You can select the desired product and access its page where you will find information, price.
- 3 . To purchase a product, click the "Book Training" button.
- 4 . You will then be redirected to our shop system ThriveCart (WebActix Ltd), where you enter your contact details.
- 5 . Depending on the product, one-time payment or installments may be available.
- 6 . Payment options may include:
 - 7 . PayPal
 - 8 . Credit card
 - 9 . Instant payment (SOFORT)
 - 1 0 . Prepayment
 - 1 1 . SEPA direct debit

Invoices are issued by ThriveCart.

- 1 . By submitting the order you accept the terms and privacy policies of ThriveCart.
- 2 . Immediately after completing payment you receive an invoice email from the payment provider and a confirmation email from support@rebirth-your-essence.com
- 3 . For online courses with immediate access you will also receive login credentials.

5.3 Booking through third-party providers

Bookings of courses, coaching, workshops or healing sessions via third-party providers redirect you to ThriveCart.

Payment options include PayPal or credit card. Once payment is received, access to the purchase or membership area will be granted if applicable.

6 Contract Duration and Termination

1. The duration of the contract depends on the booked program. Usually the contract ends automatically once both parties have fulfilled their obligations.
 2. The right to extraordinary termination remains unaffected. we may terminate the contract particularly if payments are overdue more than twice, if you intentionally violate these Terms and Conditions, or if the trust relationship is seriously disturbed.
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PART 3 – DETAILS OF SERVICES AND CANCELLATION CONDITIONS

7 Duration of Coaching Sessions and Location

1. The duration depends on the booked program.
 2. Most coaching takes place in group format, sometimes also in 1:1 sessions.
 3. Coaching takes place online via Zoom. Recordings are made available for participants who attend live.
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8 Scope of Services and Unused Services

1. The scope of services depends on the specific coaching program.
2. If a booked appointment is repeatedly canceled by the participant, no replacement appointment must be offered. The appointment expires and the payment is retained.
3. Group sessions are recorded so they can be watched later.

4 . If you terminate a booked coaching or consultation early, there is no entitlement to a refund if you provide a medical certificate.

5 . In private mentoring you receive access to the membership area and recordings during the mentoring period.

9 Right of Withdrawal for Consumers

1 . Consumers have a statutory right of withdrawal as described in the appendix.

2 . The withdrawal period is 14 days from the conclusion of the contract.

3 . Special conditions apply to services such as coaching. If services begin during the withdrawal period at your request, the right of withdrawal may expire.

4 . When purchasing digital products with immediate access, you waive the withdrawal right.

5 . If the program already started within the withdrawal period, only a proportional refund may apply.

10 Cancellation of Coaching by Rebirth Your Essence LTD

1 . Group programs may be canceled if the minimum number of participants is not reached.

2 . Coaching may also be canceled if the instructor becomes ill and no replacement is available.

3 . In such cases an alternative date will be offered or the participation fee refunded.

4 . Participants who violate the terms may be excluded from the program without refund.

PART 4 – RIGHTS AND OBLIGATIONS OF THE CUSTOMER

1.1 Access to Coaching Programs

Access is personal and non-transferable. Login credentials must be kept confidential.

Access may be suspended if violations of these Terms or applicable law occur.

1 2 Usage Rights for Digital Content

Course materials such as videos, audio files and PDFs are provided for personal use only during the period.

Distribution, reproduction or sharing with third parties is prohibited without written permission.

1 3 Collection and Processing of Personal Data

To process bookings the following data may be required:

- First and last name
- Address
- Email address
- Phone number
- Company name and VAT ID for businesses

Invoices are issued based on the provided information.

1 4 Technical Requirements

Participants are responsible for their own internet connection and required software such as a browser, PDF reader, Zoom or Facebook.

1 5 General Notes on Coaching

Coaching is based on cooperation and personal responsibility.

No specific success can be guaranteed. Participants are responsible for their own decisions and actions.

Coaching does not replace medical or therapeutic treatment.

1 6 Protection of Know-how and Confidentiality

All information shared during the collaboration about methods, concepts or know-how must be confidential.

This obligation continues even after the collaboration ends.

PART 5 – CONFIDENTIALITY AND LIABILITY

1 7 Confidentiality of Both Parties

Both parties agree to keep confidential information obtained during cooperation private.

In group programs, confidentiality also applies to information shared by other participants.

1 8 Liability for Content

Recommendations and examples provided in coaching serve as guidance only. Implementation remains responsibility of the participant.

1 9 Limitation of Liability

Liability exists for intent and gross negligence. Liability for slight negligence applies only in case of essential contractual obligations.

Liability for injury to life, body or health remains unaffected.

2 0 Force Majeure

Force majeure includes events such as natural disasters, war, epidemics, pandemics or government orders.

During such events contractual obligations may be temporarily suspended.

If the event lasts longer than six months, both parties may terminate the contract.

PART 6 – FINAL PROVISIONS AND JURISDICTION

2 1 Changes to These Terms

These Terms may be changed if there is a valid reason such as legal changes or adjustments. Customers will be informed in advance.

2 2 Final Provisions

- 1 . These Terms represent the complete agreement.
 - 2 . The place of jurisdiction for disputes is Malta.
 - 3 . Consumers may also use the EU online dispute resolution platform.
 - 4 . If individual provisions become invalid, the remainder of the contract remains unaffected.
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Appendices

Consumer Information and Withdrawal Policy

Consumers have the right to withdraw from the contract within 14 days without giving reasons.

Withdrawal must be communicated to:

Rebirth Your Essence LTD
Lucia von Fürstenberg-Maoz
support@rebirth-your-essence.com

Refunds will be processed within 14 days after receipt of the withdrawal notice.

Sample Withdrawal Form

we hereby withdraw from the contract concluded for the booking of the coaching program.

Booked on:
Confirmation email received on:
Name of consumer:
Address:
Bank details for refund:
Signature (if on paper):
Date: