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 consultation, or via the website.

2. 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.
3. 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.

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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:
- you order as an entrepreneur
- your habitual residence is in Germany
- your habitual residence is in a state that is not a member of the European Union
2. 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.
3. 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.
4. For Swiss consumers, Swiss substantive law applies exclusively. For business customers from Switzerland, Maltese law applies.
5. The version of these Terms and Conditions valid at the time of booking or purchase applies.
6. Prices valid at the time of booking apply.
7. Promotional or discount offers may be limited in time or quantity. There is no entitlement to such offers.

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):
- Individual online coaching sessions
- Online group coaching
- Online courses
- Digital products
- A combination of online & in-person coaching programs
2. All offers on the internet are non-binding and do not constitute a legally binding offer to conclude a contract.

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4 Prices, Payment Terms and Due Dates

4.1 general terms for prices

1. Prices can be gross (include applicable statutory VAT) or net (exclude applicable statutory VAT) prices, 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 a 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 our 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 one-time 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, the 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 may 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 counterclaims are undisputed or legally established.
9. In the event of payment default, we may suspend or refuse services until all outstanding payments are settled.

4.2 Instalment Payments in Limited-Capacity Programs

1. Where we agree to payment by instalments, this is only a payment arrangement for the convenience of the participant. The agreement to pay by instalments does not convert the contract into a monthly subscription or a pay-as-you-go arrangement.
2. The participant remains obliged to pay the full agreed contract price for the booked program, subject only to mandatory statutory rights and any express written agreement to the contrary.
3. If the participant is in default with an installment payment and fails to pay even after a reminder and a reasonable grace period, we may terminate the installment arrangement. In that case, the remaining balance shall become due immediately.
4. Our right to claim further damages, where permitted by law, remains unaffected. Any saved expenses or amounts recovered by filling the participant’s place elsewhere shall be taken into account where required by law or where appropriate in the circumstances.

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 or 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 suitable offer 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. 50% of the invoice amount is due immediately upon commissioning.

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, content and 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:

- PayPal
- Credit card
- Instant payment (SOFORT)
- Prepayment
- SEPA direct debit

Invoices are issued by ThriveCart.

7. By submitting the order you accept the terms and privacy policies of ThriveCart.
8. Immediately after completing payment you receive an invoice email from the payment provider and a confirmation email from support@rebirth-your-essence.com
9. 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 purchased product or membership area will be granted if applicable.

5.4 Limited-Capacity Cohort Programs and Reserved Place

For selected programs, especially group coaching programs with a fixed start date, limited number of participants, and an in-person event, the contract relates to the reservation of one specific place in the booked program cohort.

By booking such a program, the participant secures one of a limited number of places for the full duration of the program. The total price therefore covers not only attendance at individual calls, sessions, or events, but also the reservation of the participant's place in the cohort, the program planning, coordination, and the allocation of limited program and event capacity.

Where a program includes an in-person event, the total price may also reflect advance commitments for accommodation, venue, staffing, catering, materials, logistics, and other event-related planning and organizational costs.

Unless otherwise expressly agreed in writing, the participant has no right to transfer the booked place to another person.

If the participant stops participating after the program has started, this does not automatically release the participant from the contractual payment obligations. Any rights of withdrawal or termination granted by mandatory law remain unaffected.

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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.

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 cannot attend live.

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8 Scope of Services, Cancellation by the Participant, and Unused Services

The scope of services depends on the specific booked program and the respective offer description.

If the participant does not attend individual sessions, calls, or events, this does not create any entitlement to a refund, replacement session, or reduction of the agreed price, unless otherwise expressly agreed or required by mandatory law.

If a participant cancels a booked program before the official program start date, we may charge reasonable cancellation fees as follows, unless a different arrangement was expressly agreed in writing:

- cancellation more than 30 days before the program start date: 20% of the total price
- cancellation 15 to 30 days before the program start date: 40% of the total price
- cancellation 8 to 14 days before the program start date: 60% of the total price
- cancellation 7 days or less before the program start date: 80% of the total price

If the participant cancels after the program has started, there is no entitlement to a refund for services already provided.

In the case of limited-capacity cohort programs and programs including an in-person event, cancellation after the program has started does not automatically release the participant from the obligation to pay the remaining contract price. In such cases, we are entitled to claim the remaining contract price or, alternatively, reasonable compensation reflecting in particular:

- the reservation of the participant's place in a limited-capacity program,
- the fact that the participant's place can usually no longer be filled after the start of the program or shortly before an in-person event,
- services already provided,
- and non-recoverable costs and commitments already incurred for venue, accommodation, staffing, catering, materials, logistics, and organization.

Any expenses saved by us and any amounts obtained by reassigning the participant's place shall be deducted where required by law or where appropriate in the circumstances.

If a booked coaching or consultation is terminated early by the participant, there is no entitlement to a refund unless a medical certificate is provided. Mandatory statutory rights remain unaffected.

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.

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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

11 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.

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12 Usage Rights for Digital Content

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

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

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13 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.

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14 Technical Requirements

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

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15 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.

16 Physical Training and Health Responsibility

1. Some programs may include physical, movement-based, breathing, or exercise components ("physical training"). Participation in any physical training is entirely voluntary and undertaken at the participant's own risk.
2. Any instructions, demonstrations, exercises, intensity levels, or movement suggestions provided are general in nature. They are not individualized medical, physiotherapeutic, or clinical advice and do not take into account the participant's specific physical condition, medical history, injuries, or limitations.
3. The participant is solely responsible for assessing their own fitness to take part. Before beginning any physical training, the participant should obtain clearance from a physician or other qualified healthcare professional, particularly if they have any pre-existing condition, injury, illness, are pregnant, are taking medication, or have any doubt about their ability to participate safely.
4. The participant agrees to exercise their own judgment at all times, to perform only what is appropriate for their own body, and to stop immediately and seek medical attention if they experience pain, dizziness, discomfort, or any warning sign during or after physical training.
5. Physical training is not a substitute for medical care, diagnosis, treatment, or therapy. Nothing provided in connection with physical training constitutes a medical recommendation.
6. To the extent permitted by mandatory law, we accept no liability for injury, harm, or loss arising from the participant's voluntary participation in physical training. This limitation does not apply to liability for intent or gross negligence, nor to liability for injury to life, body, or health resulting from a culpable breach of duty on our part, and it does not exclude or limit any liability that cannot be excluded or limited under applicable mandatory law.

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16 Protection of Know-how and Confidentiality

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

This obligation continues even after the collaboration ends.

PART 5 – CONFIDENTIALITY AND LIABILITY

17 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.

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18 Liability for Content

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

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19 Limitation of Liability

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

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

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20 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

21 Changes to These Terms

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

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22 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.

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: