

General Terms and Conditions (GTC)

Flexyfit® Plus GbmH - FN: 295426a

Flexyfit® Plus GmbH (Flexyfit® Academy) is a private **private training and further education institution** which has set itself the goal of offering comprehensive training and further training programs in the adult education sector.

For reasons of better readability, the simultaneous use of male and female language forms is avoided. However, all personal designations apply equally to **all genders**.

The contract, order and business language is German. Invoicing is in euros.

Remuneration in the context of adult education and training

We are a private training and further education institution in the field of adult education. All fees for adult education and training are net and do not include value-added tax within the meaning of § 6 Para. 1 Z 11 lit a UStG. In the event of a change in the legal situation, Flexyfit® Plus GmbH reserves the right to subject the fees to be invoiced to statutory VAT.

1. General information

The General Terms and Conditions apply to the sale and delivery of goods and the provision of services by our company. The sale of goods and the provision of services is carried out exclusively to consumers/consumers residing in the EU. By clicking on the checkbox in the shopping cart before placing the order **"I have read and accepted the GTC"**, the buyer agrees to these General Terms and Conditions and is bound by them. Our range of offers is non-binding. An order placed by a customer with full legal capacity (persons over the age of 18) constitutes an offer to conclude a purchase contract. The subsequent confirmation sent by us of receipt of the order within the meaning of § 10 para. 2 ECG does not in itself constitute acceptance of the offer. The purchase contract is only concluded as soon as we deliver the ordered goods, by sending a second e-mail as an order confirmation or by otherwise accepting the customer's offer. All offers on our website are subject to change, non-binding and only available while stocks last.

2. Validity in the context of adult education and training

The services and events offered by our company (training courses, workshops, seminars or courses) are provided exclusively on the basis of these terms and conditions. We do not recognize any terms and conditions of the customer (participant) that contradict or deviate from our terms and conditions unless we have expressly agreed to their validity in writing.

3. Order process, order correction, order cancellation in the webshop

Once you have selected the desired product, you can order it without obligation by clicking on the **[Buy or book online]** button to add it to your shopping cart. You can check the contents of the shopping cart at any time by clicking on the button **[Symbol: Shopping bag]** at any time without obligation. You can remove the products at any time by clicking on the button **[Remove]** button to remove them from the shopping cart. If you want to buy the products in your shopping cart, click the **[Continue]**. Please enter your data. When ordering for the first time, you must register as a "New user" [enter your details]. For further orders, it is sufficient to enter the login and password specified by the user during initial registration. Your data will be transmitted in encrypted form. After entering your data and delivery, click on the button **[Continue to payment]** to the payment methods, select your payment method here. Click on the button **[Go to checkout]** button will take you to the order overview where you can check your entries again. By clicking on the button **[Order with obligation to pay]** button to complete the order process. You can correct your entries by clicking on the "back arrow" of the browser. The order process can be canceled at any time by closing the browser.

You can find a detailed description of the ordering process in our store at faq.sportausbildung.com

4. Prices in the shopping cart

The prices are valid at the time of ordering including VAT plus all shipping costs. They can be seen in the shopping cart before the contract is concluded and afterwards in a contract confirmation sent to the customer. Should export or import duties become due in the course of shipment, these shall also be borne by the customer (information on this can be obtained from your local customs office).

5. Confirmation of registration, registration requirement in the context of adult education and training

The prerequisite for admission to events is the minimum age required in the event descriptions and the existence of all other qualifications required in the respective training descriptions (e.g. references, certificates, entrance examination, etc.). All registrations for an event are made via the web store or by means of a registration form, which is handed over to the course management by Flexyfit® Plus GmbH in person and/or sent by post, fax or e-mail. Customer registrations require a registration confirmation from Flexyfit® Plus GmbH in all cases. The confirmation of registration will be issued after the documents submitted have been positively checked. Each participant will receive a written confirmation of registration after their binding course registration. We are entitled to reject registrations for an event without giving reasons, even after a confirmation of registration has been issued.

In the case of events with a limited number of participants, the order of registrations shall be decisive for acceptance. By registering, the participant confirms that he/she is physically healthy and fit, is not concealing any illnesses and is responsible for all practice sessions. A required medical certificate must be enclosed with the documents.

6. Terms of payment, interest on arrears in the context of adult education and training

The event fee can be paid by payment slip or in cash. The terms of payment shall be agreed individually with the customer. Payments by the customer shall only be deemed to have been made when they are received in our business account. Discounts require a separate agreement.

If payment in installments is agreed with the participant, the event price shall be increased by a surcharge agreed with the customer in advance and dependent on the number of installments granted.

One-day courses must be paid in full before the start of the event. Compliance with the agreed terms of payment by the participant is a prerequisite for the provision of our services. We therefore reserve the right not to allow participants who are in default of payment to participate in the events until the fees due for payment have been paid. In the event of late payment, including partial or installment payments, any discount and installment payment agreements shall cease to apply. If the participant defaults on payment, we shall be entitled, at our discretion, to demand compensation for the damage actually incurred or default interest at the statutory rate.

7. Assumption of costs by funding bodies within the framework of adult education and training

In the case of subsidized participants, absences are reported to the funding body. Absences jeopardize the objective of the measure.

If the participant funded by a funding body cancels the course prematurely or attends the course irregularly, so that the respective funding body does not cover the costs, the entire costs will be borne by the participant in this case. Cancellation fees will be charged to the participant, not to the funding body. Right of withdrawal and special right of termination for measures in accordance with SGB II & SGB III / AZAV (in Germany): Withdrawal by the participant up to 14 days after signing the contract, at the latest until the start of the measure.

Participants whose application for funding is rejected by the Federal Employment Agency have a separate right of withdrawal. In addition, sponsored participants (in accordance with SGB II & SGB III / AZAV) have a special right of termination in the event that they take up employment during the measure. Proof and withdrawal must be made in writing. Flexyfit® Plus GmbH does not provide insurance for the duration of the training (face-to-face seminars, workshops or individual training measures) unless this is prescribed by the funding body.

8. Default of payment for goods

If the customer defaults on payment, we are entitled to demand the statutory default interest. The statutory interest rate for monetary claims between entrepreneurs arising from business transactions is 9.2 percentage points above the prime rate. However, if the debtor is not responsible for the delay, the default interest rate shall be 4%. In addition, in the event of late payment in accordance with § 458 UGB, we are entitled to demand a lump sum of EUR 50 from the debtor as compensation for any collection costs.

The statutory default interest between consumers and entrepreneurs is 4 percentage points.

9. Reminder and collection charges

The statutory (default) interest pursuant to Section 1333 (1) ABGB is 4% per annum for non-merchants pursuant to Section 1000 (1) ABGB. - According to Section 1333 (2) ABGB, the statutory default interest "between entrepreneurs from business transactions (= bilateral commercial transactions)" is 9.2% above the base interest rate.

In the event of default, the participant undertakes to reimburse the dunning and collection expenses incurred by us, insofar as they are necessary for the appropriate prosecution, whereby he undertakes in particular to reimburse at most the fees of the collection agency involved, which result from the regulation of the BMwA (Federal Ministry for Economic Affairs) on the maximum rates of fees due to collection agencies.

If we carry out the dunning process ourselves, the debtor undertakes to pay an amount of EUR 18 per reminder and an amount of EUR 25 per half-year for keeping the debt on record in the dunning process.

10. Default of acceptance for goods

In the event of default of acceptance by customers who have ordered as entrepreneurs, we shall be entitled to store the goods with us, for which we shall charge a storage fee of EUR 10.00 per calendar day or part thereof. At the same time, we insist on fulfillment of the contract.

11. Retention of title

We reserve title to the delivered services or goods or to the media processed or created by us until all payments arising from the business relationship with the customer have been received. If the customer resells goods subject to retention of title, he must also pass on the retention of title. The customer must notify us immediately of any access by third parties to our goods subject to retention of title. Pledges, transfers by way of security and similar of the goods subject to retention of title are only permitted with our prior consent. If payment is not made immediately after a reminder, our goods subject

to retention of title must be returned immediately. The return costs shall be borne by the customer.

12. Right of withdrawal (right of revocation) according to the Distance and Off-Premises Transactions Act (FAGG)

Consumers according to § 1 KSchG can withdraw from contracts concluded at a distance or outside of business premises within fourteen days without giving reasons according to the FAGG. The period for withdrawal begins

a. in the case of a service contract, on the day the contract is concluded,

b. in the case of purchase contracts and other contracts for the purchase of goods against payment

i. on the day on which the consumer or a third party other than the carrier designated by the consumer acquires possession of the goods,

ii. if the consumer has ordered several goods as part of a single order, which are delivered separately, on the day on which the consumer or a third party designated by the consumer and not acting as a carrier acquires possession of the last goods delivered,

iii. in the case of delivery of a product in several partial shipments, on the day on which the consumer or a third party other than the carrier designated by the consumer acquires possession of the last partial shipment,

iv. in the case of a contract for the regular delivery of goods over a fixed period of time, on the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires possession of the goods delivered first,

c. in the case of a contract for the supply of water, gas or electricity not offered in a limited volume or quantity, the supply of district heating or the supply of digital content not stored on a tangible medium, on the day on which the contract is concluded.

To exercise the right to cancel, you must inform us (Flexyfit® Plus GmbH, Dietrichgasse 27, E.EG2, 1030 Vienna, Fax: +43 1 997 27 38 33, E-Mail: info@sportausbildung.com) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached sample withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Consequences of withdrawal under the FAGG

If you withdraw from a contract in accordance with the FAGG, we must refund all payments we have received from you in this regard, including the delivery costs (with the exception of the 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 withdrawal. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment. In the case of sales contracts and other contracts for the purchase of goods against payment in which we have not offered to collect the goods ourselves in the event of withdrawal, we may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

If you have received goods in connection with the contract, you must return or hand over the goods to us (Flexyfit® Plus GmbH, Dietrichgasse 27, E.EG2, 1030 Vienna) immediately and in any case within fourteen days of submitting the declaration of withdrawal at the latest. The deadline is met if you send the goods before the expiry of the fourteen-day period. You shall bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

If you have requested in connection with a service contract that the services should commence during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

If the customer is an entrepreneur, withdrawal under the FAGG is completely excluded.

Hints for the smoothest possible processing of returns:

If possible, please return the item to us complete in its original packaging. Please use the return slip (please enter the reason for return) and enclose it with the package. The use of the return slip and the original packaging is not a "must", i.e. not a prerequisite for asserting your rights, but it simplifies and secures the processing for us.

If you only want to return one item from the delivery but have ordered other items that you would now like to pay for by

invoice, simply deduct the item you have returned from the invoice amount. If you pay by direct debit, the price of the returned item will automatically not be charged.

There is no right of withdrawal under the FAGG for contracts concerning

a. Services if the trader - on the basis of an express request by the consumer in accordance with § 10 FAGG and a confirmation by the consumer of his knowledge of the loss of the right of withdrawal in the event of complete fulfillment of the contract - had begun to perform the service before the expiry of the withdrawal period in accordance with § 11 FAGG and the service was then provided in full,

b. Goods or services whose price depends on fluctuations in the financial market over which the trader has no influence and which may occur within the withdrawal period,

c. Goods that are manufactured according to customer specifications or are clearly tailored to personal needs,

d. Goods that can spoil quickly or whose expiration date would be quickly exceeded,

e. Goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided that the seal has been removed after delivery,

f. Goods which, due to their nature, have been inseparably mixed with other goods after delivery,

g. alcoholic beverages whose price was agreed when the contract was concluded, but which cannot be delivered earlier than 30 days after conclusion of the contract and whose current value depends on fluctuations in the market over which the trader has no influence,

h. Sound or video recordings or computer software delivered in a sealed package, provided that the seal has been removed after delivery,

i. Newspapers, periodicals or magazines with the exception of subscription contracts for the supply of such publications,

j. services in the areas of accommodation other than for residential purposes, transportation of goods, rental of motor vehicles and the supply of food and drink and services provided in connection with leisure activities, provided that a specific date or period is contractually stipulated for the performance of the contract by the trader,

k. the delivery of digital content not stored on a physical data carrier, if the trader - with the express consent of the consumer, combined with the consumer's knowledge of the loss of the right of withdrawal in the event of premature commencement of contract performance, and after providing a confirmation in accordance with Section 7 (3) FAGG - has commenced delivery before the expiry of the withdrawal period in accordance with Section 11 FAGG,

k. urgent repair or maintenance work where the consumer has expressly requested the trader to visit him to carry out this work. If, during such a visit, the trader provides additional services that the consumer has not expressly requested or supplies goods that are not necessarily required as spare parts for the maintenance or repair, the consumer shall be entitled to withdraw from the contract with regard to these additional services or goods,

Finally, the consumer has no right to withdraw from contracts concluded at a public auction.

13. Withdrawal from the contract according to § 3 KSchG

Consumers pursuant to § 1 KSchG who have not made their contractual declarations either in the premises permanently used by us for our business purposes or at a stand used by us for this purpose at a trade fair or market may withdraw from their contract application or from the contract pursuant to § 3 KSchG. This withdrawal can be declared up to the conclusion of the contract or thereafter within 14 days. This period begins with the delivery to the consumer of a document containing at least the name and address of the trader, the information necessary to identify the contract and instructions on the right of withdrawal, the withdrawal period and the procedure for exercising the right of withdrawal, but at the earliest with the conclusion of the contract, in the case of sales contracts for goods with the day on which the consumer acquires possession of the goods. It is sufficient to send the declaration of withdrawal within this period.

To exercise the right of withdrawal, you must inform us (Flexyfit® Plus GmbH, Dietrichgasse 27, E.EG2, 1030 Vienna, Fax: +43 1 997 27 38 33, E-Mail: info@sportausbildung.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). The declaration of withdrawal is not bound to any particular form.

To exercise the right to cancel, you must inform us (Flexyfit® Plus GmbH, Dietrichgasse 27, E.EG2, 1030 Vienna, Fax: +43 1 997 27 38 33, E-Mail: info@sportausbildung.com) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). The declaration of withdrawal is not bound to any particular form

Consequences of withdrawal according to § 3 KSchG

If you withdraw from the contract in accordance with § 3 KSchG, we must reimburse all services received, including statutory interest from the date of receipt, and reimburse you for the necessary and useful expenses incurred. In return, you must return the services received and pay us reasonable compensation for their use, including compensation for any associated reduction in the fair market value of the service; the transfer of the services to your custody is not in itself to be regarded as a reduction in value.

Instructions for the smoothest possible handling of returns:

If possible, please return the item to us complete in its original packaging. Please use the return slip (please enter the reason for return) and enclose it with the package. The use of the return slip and the original packaging is not a "must", i.e. not a prerequisite for asserting your rights, but it simplifies and secures the processing for us.

If you only want to return one item from the delivery but have ordered other items that you would now like to pay for by invoice, simply deduct the item you have returned from the invoice amount. If you pay by direct debit, the price of the returned item will automatically not be charged.

The consumer has no right of withdrawal according to § 3 KSchG,

a. if he himself has initiated the business relationship with the entrepreneur or his agent for the purpose of concluding this contract,

b. if the conclusion of the contract was not preceded by discussions between the parties or their agents,

c. in the case of contracts where the mutual services are to be rendered immediately, if they are usually concluded by entrepreneurs outside their business premises and the agreed remuneration is 25 euros, or if the nature of the business is such that it is not operated in permanent business premises and the remuneration does not exceed 50 euros,

d. for contracts that are subject to the Distance and Off-Pre-mises Selling Act (FAGG) or the Insurance Contract Act, or

e. in the case of contractual declarations made by the consumer in the physical absence of the trader, unless the consumer has been urged to do so by the trader.

14. Cancellation by the customer/participant without a statutory right of withdrawal in the context of adult education and training

The participant (customer) is entitled to cancel the contract under the following conditions. Cancellations can only be accepted in writing.

If an event is canceled after the confirmation of registration has been sent to the participant up to 15 days before the start of the event at the latest, the cancellation fee is 25 percent of the event costs. Cancellations received later than 14 calendar days before the start of the event will be subject to a cancellation fee of 50%. Cancellations on the first day of the event or thereafter will be charged the full event fee, even if partial payments have been agreed.

The cancellation fee is waived if the participant nominates a replacement participant who is suitable for the target group, attends the event and pays the participation fee. However, the original participant remains liable for the course costs. In the event of unforeseen illness of the participant, a doctor's certificate must be submitted.

The date of receipt of the participant's written cancellation by us shall be decisive for the timeliness of the participant's cancellation.

If the participant does not cancel in writing, the full contractually agreed fee must be paid in any case, even if the participant does not participate in the event.

An interruption of the event is possible with our written consent and if the agreed terms of payment are maintained.

15. Payment via the webshop

We accept the following payment methods

a. Bank transfer (advance payment): In the case of payment by bank transfer, the customer must make payment within one week of receipt of the order confirmation. Delivery will only be made after receipt of payment.

b. Instant bank transfer: You pay simply, securely and quickly directly with your online bank account.

16. Event changes and cancellations in the context of adult education and training

Due to long-term planning, changes to the program are possible for organizational reasons. The realization of an event also depends on a minimum number of participants. Flexyfit® Plus GmbH must therefore reserve the right to make changes to event days, starting times, dates, venues, trainers and to cancel events due to organizational or commercial requirements. Participants will be informed in good time and in an appropriate manner. For the same reasons, we are entitled to cancel an event that is already running, to integrate it into another event with essentially the same content, to postpone the schedule or to rebook to another learning package (e.g. individual instruction). Accordingly, the participant has no right to attend the booked course, as an equivalent replacement will be offered.

If a course is canceled without substitution If a course is canceled without replacement, any participation fee already paid by the participant will be refunded without deduction. The refund will be reduced accordingly for scripts and work

documents not returned. Compensation for any further disadvantages incurred by the participant as a result of such changes to the event in the broadest sense or other financial and consequential losses cannot be claimed from us, not even by way of compensation.

17. Compulsory attendance and certificates in the context of adult education and training

Unless expressly stated otherwise in the event descriptions, a minimum attendance of 80% at all events is a prerequisite for the successful completion of the training courses and the issue of a certificate of completion. Missed and/or failed parts of the course and examinations can be made up for a fee. The course duration for the "blended learning courses", "face-to-face courses", "distance learning courses" and "courses with individual instruction" is 12 months from the date of confirmation of registration. Completion of examinations, teaching units and technical discussions are possible within 12 months, otherwise the course duration must be extended for a fee or parts of the course must be repeated for a fee. Duplicates of certificates will be issued for a fee. In the event of attendance, a certificate of attendance will be issued with details of the content, duration and objective of the course, irrespective of whether the participant has successfully completed the course or completed it prematurely.

18. Liability in the context of adult education and training

Our training courses entitle graduates to engage in commercial, freelance or dependent activities within the framework of statutory provisions. However, graduates are not authorized to practice or apply medicine in the sense of a medical profession or other medical activities. Under no circumstances shall the knowledge acquired from the training give rise to a liability claim against Flexyfit® Plus GmbH or persons attributable to us. Liability for injuries to the participant or for damage to the participant's property during the training is excluded in any case - unless it is a case of intentional or grossly negligent causation on our part. The consumption of alcohol, nicotine or intoxicating substances in our training centers and partner companies is expressly prohibited and will result in immediate exclusion from the training. The same applies to serious disciplinary offenses or gross misconduct. In such cases, the full contractually agreed fee must still be paid. Flexyfit® Plus GmbH cannot accept any liability for printing or typographical errors in its publications and Internet pages.

19. Change of address and copyright in the context of adult education and training

With the course registration, the processing of personal data is necessary for the fulfillment of the contract for the purposes of training and examination processing. However, the data will not be passed on to third parties.

The participant is obliged to inform us of any changes to his/her residential or business address as long as the contractual legal transaction has not been completely fulfilled by both parties. If the notification is omitted, declarations shall be deemed to have been received even if they are sent to the last known address. The contract data is stored and can be viewed by the customer at any time via login.

The training content, in particular our scripts, as well as all other documents provided to the participant shall always remain our intellectual and sole property. The participant does not receive any rights of use or exploitation of any kind. Any reproduction, for example by reprinting or copying, or any other duplication or distribution of our training documents requires our prior express written consent.

20. Production & publication of photo and video recordings in the context of adult education and training

By registering for the course, the participant explicitly agrees that photographs and video recordings may be made, used and published as part of the training and further education.

The participant cannot derive any rights (e.g. remuneration) from this declaration of consent in the event that the photo or video recordings are published. This declaration of consent can be revoked from Flexyfit® Plus GmbH at any time with effect for the future. In the event of revocation, the recordings will be removed from the respective platform. If the recordings were available on the Internet (e.g. social media), they will be removed insofar as they are subject to the disposal options of Flexyfit® Plus GmbH.

21. Warranty, liability, guarantee

The warranty is governed by the statutory provisions. It is limited to the statutory period of 24 months from acceptance of the goods by the buyer or, in the case of services, from completion of the service. In the event of justified complaints about defects, either a replacement or improvement shall be made free of charge, for which a reasonable period of time shall be granted. If replacement or improvement is out of the question (not possible, too much effort, unreasonable, delay, etc.), the buyer shall be entitled to a price reduction or, if the defect is not minor, rescission of the contract (rescission).

Defects that occur must be reported as soon as possible upon delivery or after they become apparent, whereby failure to report them upon delivery or after they become apparent by a consumer has no influence on the consumer's warranty claims. If the purchase is a commercial transaction for the customer (B2B), the customer must inspect the goods no later than 2 weeks after receipt and notify us immediately if a defect is found.

Our company shall only be liable for damages caused by intent and gross negligence. This does not apply to personal injury or consumer transactions. The existence of slight or gross negligence must be proven by the injured party, unless it is a consumer transaction. Compensation for consequential (defect) damage, as well as other material damage, financial loss and damage to third parties against the customer is excluded, unless it is a consumer transaction.

The guarantee must be claimed from the guarantor (the manufacturer) and is subject to its terms and conditions. Please refer to the contract confirmation for any guarantee conditions. Claiming under the guarantee does not limit the statutory warranty.

When the goods are shipped in consumer transactions, the risk of loss or damage to the goods is only transferred to the consumer as soon as the goods are delivered to the consumer or to a third party designated by the consumer who is different from the carrier. However, if the consumer has concluded the contract of carriage himself without making use of an option proposed by us, the risk shall pass as soon as the goods are handed over to the carrier.

22. Applicable law, place of jurisdiction

The contracting parties agree that Austrian law shall apply. If the consumer is domiciled or habitually resident in Austria or is employed in Austria, only the court in whose district the domicile, habitual residence or place of employment is located shall have jurisdiction to hear a claim against the consumer; this shall not apply to legal disputes that have already arisen. The UN Sales Convention and all provisions relating to the UN Sales Convention are expressly excluded.

For contracts with companies, our registered office is agreed as the place of jurisdiction.

23. Place of performance for business transactions

The place of performance for all services arising from the contract is our registered office.

24. Copyright

All news, graphics and the design of our website are exclusively for the personal information of our customers and are protected by copyright.

25. Arbitration board

We undertake to participate in the arbitration procedure of the Internet Ombudsman's Office in the event of disputes.
www.ombudsstelle.at

Further information on the types of procedure can be found at www.ombudsstelle.at

The ODR platform can also be used to resolve disputes with our company:
<http://ec.europa.eu/consumers/odr>

Our e-mail address: info@flexyfitacademy.com

26. Delivery

Delivery is made by EMS, cash on delivery, post or DHL. If not all items ordered are immediately available, those that are immediately available will be delivered immediately and others as soon as they are available. However, the delivery costs will only be charged once per order, even for partial deliveries.

27. Shipping costs

The shipping costs can be found in the table in the FAQ, see link: faq.flexyfitacademy.com

28. Storage of the contract

The text of the contract is stored by us and can be requested by you after completion of the order process. You can print out the order data immediately after submitting your order.

29. Miscellaneous

Recourse claims within the meaning of the Product Liability Act are excluded, unless the party entitled to recourse proves that the defect was caused in our sphere and was at least due to gross negligence.

The contractual partner waives the possibility of offsetting. However, this does not apply to consumers.

30. General provisions

Amendments and additions to a contract concluded in writing must be made in writing in order to be legally binding.

Insofar as personal designations are only given in gender-specific form in the training program, these refer equally to women and men. Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the remaining content of the General Terms and Conditions.

You can find our current General Terms and Conditions & Privacy Policy at the following weblink:
agb.flexyfitacademy.com

Free software to open a PDF file:
Adobe Acrobat Reader ©.
Download: <http://get.adobe.com/de/reader>

Imprint

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Authority according to ECG:
Municipal district office of the XIXth district

FN: 295426a
UID-No.: ATU63526401
Registered office (head office): Vienna
Legal form: GmbH

Member of the WKO, professional group: General trade
Professional group: Training & further education

The company's activities are subject to the Trade Regulation Act, available at [www.ris.bka.gv.at].

Object of the company:
Training company, member of the WKO, professional group: general trade. The warranty is provided in accordance with the statutory provisions.

Commercial register court: HG Vienna
Place of fulfillment: registered office of the company

Media owner, editor and publisher
Flexyfit® Plus GmbH

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Authorized signatory: Melanie Brandstätter, Bakk.

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General Terms and Conditions (AGB) for distance learning offers

of Flexyfit® Plus GbmH - FN: 295426a
Flexyfit® Plus GbmH (Flexyfit® Academy) is a private **private training and further education institution** which has set itself the goal of offering comprehensive training and further education in the field of adult education in the adult education sector.

For reasons of better readability, the simultaneous use of male and female language forms is avoided. All personal designations nevertheless apply to both genders.

The contractual, ordering and business language is German. Invoicing shall be in euros.

Flexyfit® Plus GbmH cannot accept any liability for printing or typographical errors in its publications and Internet pages.

1. Our distance learning programs

The distance learning courses offered by Flexyfit® Plus GbmH are certified by the German State Central Office for Distance Learning (ZFU) and approved for distribution in Germany and therefore comply with legal requirements.

Flexyfit® Plus GbmH may use its own terms and conditions for distance learning courses offered in Germany that have been tested and approved by the German National Agency for Distance Learning (ZFU). For the interpretation of the contractual relationship between Flexyfit® Plus GbmH and the customer, the "General Terms and Conditions for Distance Learning Courses" and the accompanying "General Terms and Conditions of Flexyfit® Plus GbmH" in the version stated therein. The current General Terms and Conditions are enclosed with the application and can also be found at the following web-link: agb.flexyfitacademy.com

2. Conclusion of contract and start of (distance) learning

The contract for our distance learning courses becomes effective when we confirm your registration in writing. The withdrawal period begins with the conclusion of the contract. Only then will the first installment of the distance learning fees become due. The subsequent installments are due on the 1st working day of the following month. The monthly distance learning fees are also due at this time. Please refer to the course schedule for details.

3. Place of jurisdiction and reference to dispute resolution

In the case of distance learning, the place of jurisdiction is the place of residence of the contractual partner. Flexyfit® Plus GbmH is not obliged to participate in out-of-court dispute resolution.

4. All services - one price

The fees listed in the distance learning course include all services necessary for successful study.

5. Due date of the course fee, notice period

The fees are due on the 1st working day of each month. Direct debits are also collected at this time, provided a SEPA mandate has been issued. The period for advance notice is reduced to one day for the first collection as well as for each subsequent collection. The participant guarantees to ensure that the account is covered. Any costs incurred due to non-payment or reversal of the direct debit shall be borne by the participant.

6. Cancellation of the distance learning contract

You can terminate the distance learning course for the first time at the end of the first semester with a notice period of 6 weeks. Thereafter, the contract can be terminated at any time with a notice period of 3 months. Notice of termination must be given in text form. The right of the contractual partner and Flexyfit® Plus GbmH to terminate the contract for good cause remains unaffected. **This contract has a minimum term of 6 months.**

7. Cancellation and postponement of face-to-face courses

If face-to-face events are offered in the distance learning course, changes to the program may be possible for organizational reasons due to long-term planning. The realization of an event also depends on a minimum number of participants. Flexyfit® Plus GbmH must therefore reserve the right to make changes to event days, starting times, dates, venues, trainers and any event cancellations due to organizational or commercial requirements. Participants will be informed in good time and in an appropriate manner. For the same reasons, we are entitled to cancel an event that is already running, to integrate it into another event with essentially the same content or to postpone the schedule. The participant therefore has no claim to the implementation of the booked event, as an equivalent replacement will be offered.

Compensation for any further disadvantages suffered by the participant as a result of such changes to the event in the broadest sense, or any other financial or consequential losses, cannot be claimed from us, not even by way of compensation.

Cancellation policy

! Right of withdrawal You have the right to cancel this contract within 14 days without giving any reason. The revocation period is 14 days from the conclusion of the contract. To exercise the right of withdrawal, you must inform us, Flexyfit Plus GbmH, Dietrichgasse 27 E.EG2, 1030 Vienna, Fax: +43 1 997 27 38-33, E-Mail: info@sportausbildung.com of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

! Consequences of withdrawal If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment. If you have received distance learning material, you must return or hand over the distance learning material to us immediately and in any case within 14 days at the latest from the day on which you inform us of the revocation of this contract. The deadline is met if you send the distance learning material before the 14-day period has expired. You shall bear the direct costs of returning the distance learning material. You shall only be liable for any loss in value of the distance learning material if this loss in value is due to handling of the distance learning material that is not necessary for checking its condition, properties and functionality.

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