

## General Terms and Conditions for Community Partners ("AGB-B2B")

### 1. Basics

1.1 retreats for change GbR, Dachauer Str. 103, 80335 Munich (hereinafter referred to as "**retreats for change**") operates an online platform in the form of a booking and information website for events and retreats in the areas of spirituality, wellness, meditation, mindset and personal development.

1.2 In these General Terms and Conditions, the following terms shall have the meanings assigned to them below:

a) The term "client" refers to persons, in particular consumers, who visit the website of retreats for change and book events and trips through it.

b) The terms "online platform", "platform" and "website" describe the internet-based software solution provided by retreats for change through which administration and booking services are accessible.

c) The term "Community Partner" describes natural or legal persons who have concluded a contract with retreats for change to use the online platform as providers of events and/or retreats in the area of spirituality, wellness, meditation, mindset and personal development ("Partner Contract").

1.3 Via the website, entrepreneurs (hereinafter referred to as "**community partners**") can post their (regular) events and retreats in the above-mentioned subject area and market them to their clients. The main functions include the online booking tool, online payment and customer management. In addition, clients can use the platform to search for, book and pay for the events and retreats offered online. The implementation of the offer takes place under the responsibility and for the account of the respective community partner. Retreats for change mainly provides the community partner with support in the clear presentation of its offer and in the processing of bookings. Retreats for change itself does not offer any services of its own and does not provide any corresponding services. Furthermore, retreats for change does not support the community partner in the fulfilment of the usage or service contract between the community partner and the clients.

1.4 In addition to the activities mentioned above, retreats for change also offers the service of coordinating insured retreats ("trips") in its own name together with the community partner. Only in this special business field retreats for change acts as the sole tour operator and explicitly indicates this to the clients on the online platform.

1.5 These GTC do not apply to consumers within the meaning of § 13 BGB, but exclusively to entrepreneurs within the meaning of § 14 BGB.

### 2. Scope of application

2.1 These General Terms and Conditions (GTC) govern the legal relationship between retreats for change and the Community Partner, including the obligations relating to the Community Partner's conduct towards clients.

2.2 In the event of an offer on the platform, retreats for change sells a ticket to the client on behalf of the respective community partner, which gives the client the right to participate in the corresponding event of the community partner. All other legal relationships between retreats

for change and the Community Partner are governed exclusively by these GTC. They are available in their current version at <<LINK>>. The application of the community partner's general terms and conditions is excluded without the express written consent of retreats for change. Acts of compliance or silence on the part of retreats for change do not lead to acceptance of the community partner's general terms and conditions. These GTC also apply to all future transactions with the community partner, even if no express reference is made to them in individual cases, especially in future supplementary or follow-up transactions. The version of the GTC current at the time of the conclusion of the contract or the respective subsequent transaction shall always apply.

2.3 The legal relationship between retreats for change and the community partner is based on the following legal bases in ascending order of priority: 1. mandatory law, 2. partner contract, 3. these GTC, 4. other. In the event of a conflict between these legal bases, the one that is higher in the order of precedence takes precedence over the one that is lower.

### **3 Conclusion of contract**

3.1 For offering via the platform, an enquiry must be completed via the retreats for change contact form on the website. If agreement is reached on the use of the platform, the parties will conclude a partner contract to which these GTC apply.

3.2 Community partners must also agree to the validity of these GTC as part of the registration process.

### **4. Terms of use**

4.1 The Community Partner will be included in the retreats for change platform and will provide information about its offerings in the area of spirituality, wellness, meditation, mindset and personal development. In addition, the Community Partner will provide retreats for change with all event information at least one calendar week in advance of the event, including event descriptions, type, location, time and prices. Retreats for change undertakes to publish the events on the platform in accordance with the information provided within 48 hours of receipt. The community partner is obliged to regularly check the information entered and to pass on any updates to retreats for change. Furthermore, the Community Partner undertakes to process all bookings for its posted events via the retreats for change platform.

4.2 The community partner undertakes to design its offers **and GTC** towards the client in such a way that they are in accordance with the agreements of the partner contract and these GTC. The community partner undertakes to provide the client with the legally required consumer information by means of the GTC. The community partner may use the model GTC provided by retreats for change. These are samples which must be adapted to the respective offer. Retreats for change accepts no liability. The community partner must effectively include the GTC in the contract with the client. The community partner also undertakes to send the client, who is a consumer, a cancellation policy, if such a right of cancellation exists.

4.3 Misrepresentation: The Community Partner acknowledges that misleading or inaccurate information, such as that relating to the content of an event, potential risks, the venue and period of the event, may result in claims for damages by clients. The Community Partner indemnifies retreats for change against any claims by third parties arising from information that it has passed on to the platform. If, despite being requested to do so by retreats for change, the community partner does not immediately correct inaccurate or misleading information, retreats for change reserves the right to remove such inaccurate or misleading information and, if necessary, to take planned events offline until the necessary corrections have been submitted.

4.4 All data and information that the community partner passes on to retreats for change are subject to the content-related and factual responsibility of the community partner. Retreats for change is not obliged to check the data transmitted or entered by the community partner. The risk of possible faulty data transmission lies with the community partner.

4.5 The community partner should be aware that retreats for change does not check the identity or age of clients or other exclusion criteria for participation in events.

4.6 Disruptions in the implementation of events, for example due to illness, should be reported to retreats for change immediately. The community partner is obliged to inform the clients about foreseeable disruptions.

4.7 The community partner must inform retreats for change of any desired price changes when providing information on new events. Price changes have no effect on events already published before the announcement of the price change and the contracts concluded with them. The community partner is obliged to fulfil contracts already concluded with clients at the previous prices.

4.8 Retreats for change reserves the right to provide discounts, for example in the form of vouchers or other promotions, on the prices set by the Community Partner at its own expense, after informing the Community Partner. The community partner may also carry out its own discount and promotional campaigns in the form of vouchers. In this case, the Community Partner must provide retreats for change with the necessary information for entry into the system. The community partner is responsible for the proper use of discount codes. Retreats for change is exempt from any liability in this context.

## **5. Compensation and booking conditions**

5.1 The Community Partner undertakes to make the Event available to the Client in accordance with the terms and times agreed in the booking via the Platform. If the Community Partner is unable to fulfil a booked event, retreats for change reserves the right to compensate the client in addition to the refunded amount at its own discretion, based on factors such as the booking amount, the fault and the reaction of the client. The compensation will not exceed the amount of 50.00 euros and may also take the form of a voucher. This is done in particular to maintain user satisfaction and to avoid negative reviews that could have a negative impact on retreats for change. The community partner is obliged to reimburse retreats for change for this compensation irrespective of its fault, provided that retreats for change agrees to pay the compensation to the client for comprehensible reasons. Further claims by retreats for change remain unaffected.

5.2 Bookings on the platform can be forwarded to the community partner either as direct bookings without prior request to the community partner or as booking requests, in accordance with the agreements set out in the partner contract. All direct bookings made via the system can be viewed by the community partner in the booking area. Booking requests and cancellations will be communicated to the community partner by email. The community partner accepts that retreats for change will automatically confirm direct bookings, whereas booking requests will only be confirmed to the client after confirmation by the community partner. The community partner undertakes to respond to booking requests within 24 hours at the latest.

5.3 The Community Partner may choose between two cancellation terms for clients as specified in the Partner Agreement. The choice of option can be adjusted for future events. The Community Partner agrees to set the cancellation terms as agreed in these GTC and the Partner Contract

Option 1: Bookings by clients are binding and non-refundable.

Option 2: For cancellations by clients within less than up to 48 hours before the event, 50% of the ticket price will be refunded to the client. Cancellations made less than 24 hours prior to the event will not be refunded. For cancellations in the period before 48 hours, the ticket price will be refunded minus all fees, e.g. payment fee.

The community partner is obliged to comply with the selected cancellation conditions vis-à-vis retreats for change. In the event of cancellation of the event by the community partner, the community partner will bear the non-refundable fees, including the payment fee.

5.4 If the community partner offers the service and the client does not accept it or does not accept it in time or only uses a part of the service offered, the client has no claim to repayment. The community partner undertakes to agree this with the client in the same way. If he/she wishes to deviate from this regulation in individual cases, he/she remains obliged to pay the agreed fee in full to retreats for change.

## **6. Remuneration and settlement**

6.1 The Community Partner undertakes to pay a "fee" for the use of the Platform. The amount of this fee shall be determined in the partner agreement between the contracting parties on a percentage basis per ticket sold.

6.2 The fee is due immediately upon receipt of the invoice and is payable by bank transfer.

6.3 Retreats for change is entitled to adjust the fee stipulated in the partner contract with a notice period of 2 weeks to the end of the month. This adjustment exclusively affects future events that have not yet been posted on the platform at the time of the announcement of the adjustment. The Community Partner has the right to object to this adjustment by terminating the contractual relationship.

6.4 Retreats for change reserves the right to offset online payments made by clients and attributable to the respective community partner against their claims against the community partner.

5.5 The client makes payment for the event online via the payment methods specified on the platform. In the case of online payment, the Community Partner gives retreats for change the authority and mandate to collect the gross invoice amount to be paid by the client (power of collection) and to deduct the agreed fees from it. Online payments are currently processed via Wix Payments. Current information on this can be found on the platform. The credit risk for the amount paid by the client and the costs of any transaction fees as well as the risk of currency fluctuations shall be borne by the community partner.

5.6 Retreats for change is entitled to charge the community partner for return debits of online payments due to client complaints and to release the community partner from any liability in this connection. In addition, a fee of €5 per complaint will be due. In such a case, the community partner must contact the client directly.

5.7 Retreats for change will settle bookings made via the platform as soon as possible, but at the latest at the end of the settlement period (usually monthly). The fee due to the community partner (gross amount less agreed deductions such as payment fees and other fees) will be transferred to the community partner within 10 working days of the end of the billing period (due date) at the latest. The settlement will be made electronically. Objections to the statement must be notified to retreats for change by e-mail as soon as possible, but no later than 14 days after receipt of the invoice. After expiry of this period, the settlement is deemed to have been finally approved.

5.8 In the event of a delay in payment by the community partner, the statutory interest on arrears will apply. Furthermore, in the event of a default in payment, the community partner undertakes to reimburse retreats for change for any reminder and collection costs incurred, insofar as these are necessary for the expedient enforcement of the claims. The assertion of further rights and claims remains unaffected. A flat fee of € 10 is deemed to be agreed for each reminder in the event of a delay in payment.

5.9 The community partner authorises retreats for change to issue invoices in the name and on behalf of the community partner to the booking clients, stating the tax rate submitted. The community partner is responsible for the content of the invoice, including the VAT shown.

## **7. Role distribution, availability, dysfunctions**

7.1 The contract for the respective event booked via the platform is concluded exclusively between the booking client and the community partner. The community partner is solely responsible for compliance with the relevant laws. Retreats for change acts solely as an intermediary who concludes service contracts for the respective events in the name and on behalf of the community partner. Retreats for change is not liable for the conduct of the client during the use of the event. The enforcement of all claims arising from the contract with the client is the sole responsibility of the community partner, who must fulfil all obligations arising from it. Should the client nevertheless assert claims against retreats for change instead of against the community partner, the community partner is obliged to indemnify retreats for change against all claims by the client based on any breaches of duty by the community partner, to bear the necessary and reasonable costs of legal defence and to make appropriate payments on account in this respect.

7.2 Retreats for change accepts no liability for the accuracy and completeness of the information that the community partner provides on its own responsibility on the platform, such as prices and available times for the event offer. Retreats for change is, however, obliged to monitor the transmission of data.

7.3 Adjustments, changes and additions to the platform as well as measures to identify and remedy malfunctions shall only lead to temporary interruptions or impairments of the platform if this is necessary for technical reasons or to avoid disproportionate effort.

The implementation of such measures takes place exclusively during the defined support hours, which can be flexibly adjusted. Currently, the support hours are on weekdays from Monday to Friday from 09:00 to 18:00. Saturdays do not count as working days.

7.4 The regular checking of the basic functions of the platform is part of the routine maintenance. In the event of serious malfunctions that significantly impair the use of the platform or make it impossible, retreats for change will initiate maintenance within 8 hours of becoming aware of them or reporting them, but no earlier than the start of support hours. Retreats for change will inform the Community Partner of the start of the maintenance work and will carry out the maintenance work without unnecessary delay in accordance with the technical requirements. If the troubleshooting cannot be completed by the end of the same day or the next working day (from the time stated above), retreats for change will inform the community partner within this period by e-mail of the reasons for the delay and the expected time frame for the troubleshooting.

7.5 Retreats for change shall not be liable for any economic loss suffered by the community partner resulting from the unavailability of the platform.

## **8. Claims for defects and limitation of liability**

8.1 Retreats for change is not liable for the loss of data, in particular if this loss results from the failure of the community partner to carry out appropriate data backups and to ensure that lost data can be restored with reasonable effort.

8.2 Retreats for change shall be liable without limitation for damage caused intentionally or by gross negligence, for intentional or negligent injury to life, limb and health.

Furthermore, retreats for change is only liable for negligently caused damage in the event of a breach of an obligation that is essential for the proper fulfilment of the contract and on the fulfilment of which users may regularly rely. In this case, the amount of liability is limited to the foreseeable damage typical for the contract, i.e. to the costs incurred for the realisation of an event. Liability according to the regulations of the Product Liability Act (ProdHaftG) remains unaffected. The limitations of liability also apply in favour of the organs, employees and vicarious agents of retreats for change.

8.3 The limitation period for claims and rights due to defects - irrespective of the legal grounds - is one year. However, it shall apply with the following proviso:

a) The limitation period shall generally not apply in the event of intent or fraudulent concealment of a defect or insofar as the contractor has assumed a guarantee for the quality of the services. The statutory periods shall apply in their place.

b) Furthermore, the limitation period shall not apply to claims for damages in the event of a grossly negligent breach of duty, in the event of a culpable breach of cardinal obligations (cardinal obligations are obligations whose fulfilment is a prerequisite for the proper performance of the contract and on whose fulfilment the contractual partner may regularly rely), in the event of culpably caused injury to life, limb or health or in the event of claims under the Product Liability Act. The statutory time limits shall apply in their place.

c) Insofar as this provision refers to claims for damages, claims for reimbursement of futile expenses are also covered.

Unless expressly stipulated otherwise, the statutory provisions on the commencement of the limitation period, the suspension of the expiry of the limitation period, the suspension and the recommencement of limitation periods shall remain unaffected. The above provisions shall apply accordingly to claims for damages that are not related to a defect. A change in the burden of proof to the detriment of Community-Partners is not associated with the above provisions.

## **9. Authorisations to use the platform**

9.1 Retreats for change grants the Community Partner a non-exclusive and non-transferable right to use the platform provided in accordance with its intended use for the duration of the contract and in accordance with the assigned rights of use.

9.2 Disclosure to third parties and security measures: The community partner is obliged to take appropriate measures to prevent unauthorised access by third parties to the protected areas of the platform. The community partner is not authorised to make the platform available to third parties.

## **10. Other rights/obligations**

10.1 Rights of retreats for change: Retreats for change reserves the non-exclusive and non-transferable right to use photos, graphics, trademarks, logos and other copyrighted materials of the Community Partner that the Community Partner has used or provided for its external presence on the Platform. This use serves in particular the public presentation of the community partner and its own sales and marketing activities, including advertising or online measures such as meta tags or keyword advertising. This use is free of charge and may continue even after this consent has been revoked. Retreats for change is not obliged to coordinate such advertising measures in advance with the community partner. The mention of the Community Partner's name by retreats for change is at its own discretion. The community partner guarantees that the material provided is free of third-party rights that restrict or exclude

the unrestricted use by retreats for change for the contractually specified purposes. Retreats for change reserves the right to translate the information provided by the Community Partner into other languages, to shorten it (in particular the name of the operator) or to adapt it to the standard of retreats for change, including editing and, if necessary, rejecting photos.

10.2 The Community Partner is entitled to indicate on its own website, in its social media channels, in brochures and other publications that it is connected to the retreats for change platform. For this purpose, the Community Partner has the right to use the retreats for change logos provided for this purpose free of charge.

10.3 Community partners may offer the offers posted on the retreats for change platform exclusively via retreats for change and not elsewhere. Exceptions to this require the consent of retreats for change in text form. Irrespective of any claim for damages, the community partner undertakes to pay a contractual penalty for each case of culpable breach of this agreement, to be determined by retreats for change at its reasonable discretion and subject to judicial review as to its appropriateness.

## **11. Data protection**

11.1 The processing of personal data (including data of the Community Partner, its clients and employees) within the meaning of the Data Protection Act (in particular telephone numbers, addresses, e-mail addresses, content data and more) is carried out in accordance with the Privacy Policy, which is available at [www.retreatsforchange.com](http://www.retreatsforchange.com).

11.2 The Community Partner undertakes to ensure that all data compulsorily collected by the Community Partner from clients during the booking process is only used for booking purposes and that the amount of data collected is minimal and does not exceed the scope required for the booking. Furthermore, the Community Partner undertakes not to process any health-related or other sensitive data via the platform.

## **12. Term and termination**

12.1 The Partner Contract is concluded for an indefinite period. Either contracting party may terminate the Partner Contract by giving one month's notice to the last day of a month. The termination must be in text form.

12.2 Notwithstanding the termination, all events still offered and outstanding via the platform by the Community Partner shall be fulfilled. Both contracting parties undertake to carry out the posted events in accordance with the agreed contractual terms.

12.3 The right to extraordinary termination for both parties remains unaffected by this. Retreats for change reserves the right to terminate the contractual relationship without notice and to block access to the platform if there is good cause. This can happen in particular in the following cases:

- The community partner repeatedly refuses to provide the duly booked service to the client.
- The community partner repeatedly charges the client despite timely cancellation.
- The community partner repeatedly defaults on payment with regard to due fees, including unjustified invoice deductions despite setting a reasonable deadline.

12.4 Further claims by retreats for change, in particular claims for damages and contractual penalties, remain unaffected by this termination. Retreats for change will endeavour to invite the community partner to comment before implementing the above measures, unless there is a particular urgency or severity of the circumstances.

## **13. Exemption**

13.1 The community partner indemnifies retreats for change against all claims asserted by other clients or other third parties against retreats for change due to infringement of their rights by offers and other content posted by the client via the retreats for change services.

13.2 The Community Partner shall bear the costs of the necessary legal defence of retreats for change, including all court costs and lawyers' fees in the statutory amount. This does not apply if the Community Partner is not responsible for the infringement. In the event of a claim by a third party, the community partner is obliged to provide retreats for change immediately, truthfully and completely with all information required for the examination of the claims and a defence.

## **14 Amendment of the GTC**

14.1 Retreats for change reserves the right to unilaterally announce changes to the GTC digitally. These changes will come into force six weeks after notification and will be binding for all matters relating to contracts in progress between retreats for change and the community partner that arise after the change comes into force.

14.2 If the community partner objects within this period by email to [hello@retreatsforchange.com](mailto:hello@retreatsforchange.com) or in writing, the previous GTC for current contracts remain valid. However, Retreats for change reserves the right to terminate ongoing contracts immediately in the event of an objection. In this case, the business relationship will continue until all events already discontinued at the time of the objection have been fully processed, but for a maximum period of 8 weeks. Other changes or deviations from agreements between the community partner and retreats for change must be in writing to be valid.

## **15. Final provisions**

15.1 Receipt of declarations: Declarations shall be deemed to have been received if they have been sent to the last known address or e-mail address.

15.2 The assignment of claims and other claims against retreats for change is not permitted.

15.3 The Community Partner is only entitled to unilateral set-off if its claim is undisputed or has been established by a court of law.

15.4 German law applies exclusively to the exclusion of conflict of laws and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising from the contractual relationship or future contracts or other claims between retreats for change and the community partner is at the registered office of retreats for change in Munich.

15.5 Should individual provisions of this contract be wholly or partially invalid or unenforceable or contain loopholes, this shall not affect the validity of the remaining provisions of this contract. In place of the invalid, unenforceable or missing provisions, such valid and enforceable provision shall be deemed to be agreed between the contracting parties as the contracting parties would have agreed, taking into account the economic purpose of this contract, if they had been aware of the invalidity, unenforceability or absence of the relevant provision at the time of conclusion of the contract. The contracting parties are obliged to confirm such a provision in the form provided.