

General Terms and Conditions of Business of Diamond Management GmbH

The following terms and conditions regulate the contractual relationship between Diamond Management GmbH, Königsteiner Str. 42 in 65929 Frankfurt, Germany and its customers and members, regardless of whether you reach Diamond Management GmbH via the website, by telephone or in person.

1. Subject matter of the contract, general and scope

1.1 Diamond Management GmbH, represented by its Managing Director Eva Balzer, Königsteiner Str. 42 in 65929 Frankfurt, Germany, Phone: +49 69 17 42 86 91, kontakt@diamondmanagement.eu (hereinafter referred to as "provider") offers lectures, seminars, study groups, workshops, education and training programmes (hereinafter referred to as "events"), also online via Internet.

Furthermore, the provider offers members access to a separate members' area with various products (Karmic Partner Exchange, discussion groups, regular online regulars' tables, correlation database and, as a welcome, an approx. 30-minute counselling interview, etc.; in addition, there are always seminars, courses and counselling for members at reduced rates). Members are those persons who, based on a membership contract concluded with Diamond Management GmbH, are entitled to use the member benefits in accordance with the agreement, i.e. the membership contract. (personal membership/member of the Diamond Club).

1.2 These General Terms and Conditions (GTC) apply to all business transactions between the provider and the customers, members, participants, and clients (hereinafter referred to as "customer or member"). They become part of the contract regardless of the method of ordering and booking (in person, by post, by telephone or online or via this website).

1.3 The version valid at the time of the conclusion of the contract is decisive in each case. The provider reserves the right to change these terms and conditions, whereby the changes come into force as soon as they have been published on the Internet on the website of Diamond Management GmbH.

1.4 The general terms and conditions apply to both consumers (§ 13 BGB) and entrepreneurs (§ 14 BGB).

1.5 The provider does not recognise conflicting or deviating conditions of the customer unless the provider has expressly agreed to such other conditions in writing.

2. Contract Conclusion

2.1 Personal contract conclusion at the Diamond Management GmbH headquarters or during an event

The contract of membership is concluded personally by the signature of the member. Diamond Management GmbH is entitled to revoke the contract in text form within 14 days of the conclusion of the contract if there is an objectively justifiable reason for doing so; an objectively justifiable

reason exists if a previously existing membership contract of the member has been terminated by Diamond Management GmbH due to a delay in payment or other breach of contract by the member.

The member is entitled to revoke the contract in writing within 14 days of the conclusion of the contract without giving reasons. Section 14 shall apply accordingly to the revocation by the member. In the event of revocation by the member, any one-off fees and monthly contributions already paid shall be reimbursed pro rata.

2.2 Online Contract Conclusion

When concluding a contract online via the website, the member makes a binding offer to conclude a contract by clicking on the button. The acceptance of the offer (and thus the conclusion of the contract) is affected by confirmation by e-mail. Diamond Management GmbH saves the text of the contract and sends the contract documents by a confirming e-mail.

Diamond Management GmbH is entitled to revoke the contract in text form within 14 days of the conclusion of the contract if there is an objectively justified reason for doing so; an objectively justified reason exists if a previously existing membership contract of the member has been terminated by Diamond Management GmbH due to a delay in payment or other breach of contract by the member.

The statutory right of revocation applies to the customer or member, which is explained separately under 14.

3. Order Process / Contract Conclusion

3.1 The events and goods offered on the Provider's website do not represent a binding offer by the Provider. By initiating the ordering process, the Customer submits an offer for his part.

3.2 The sending of the completed order form constitutes a binding offer by the customer. By sending the completed order form, the customer declares his agreement with the provider's General Terms and Conditions.

3.3 Upon receipt of the completed order form by the provider, the customer will receive a confirmation of receipt by e-mail. In this confirmation of receipt, the customer's order is once again recorded and confirms the receipt of the customer's order by the provider.

3.4 If the event or goods ordered by the customer are not available when the customer's order is received, the provider is obliged to inform the customer immediately. The supplier shall also inform the customer of an alternative date for the event, if known, or the expected delivery time of the ordered goods. If no alternative date of the event is planned or if the ordered goods cannot be delivered within two weeks, both parties are entitled to withdraw from the contract/order, payments already made will be refunded.

4. Payment, Transfer of Risk

4.1 Payment shall be made via the respective specified method. All prices and fees are due immediately upon conclusion of the contract unless a different due date for payment can be seen from the corresponding invoice.

4.2 The goods remain the property of the supplier until the purchase price has been paid in full.

4.3 If the customer is a consumer, the provider bears the shipping risk. If the customer is an entrepreneur, the dispatch of goods is at his own risk.

5. Cancellation at events by the customer

If the customer has booked an event, he may withdraw from the registration in accordance with the following provisions. The withdrawal must be made in writing (by post or e-mail).

5.1 The replacement of a participant by another participant is possible at any time without additional costs. If participation in the event is subject to prior knowledge or other conditions, the representative must also meet these conditions.

5.2 In the event of cancellation up to eight weeks before the start of the event, 10% of the event price must be paid. 90% of the event price will be refunded to the customer.

5.3 In the event of cancellation up to four weeks before the start of the event, 50% of the event price shall be paid. 50% of the event price shall be refunded to the customer.

5.4 In the event of cancellation up to two weeks before the start of the event, 80% of the event price shall be payable. 20 % of the event price shall be refunded to the customer

5.5 If the customer cancels or fails to appear later, the agreed event price will be charged in full.

5.6 If a right of cancellation exists in accordance with the statutory provisions, this shall not be affected by the above provisions.

5.7 The refund amount will be calculated based on the invoice amount.

5.8 We reserve the right to show changes and special regulations for special events separately on the registration form.

5.9 In the event of a cancellation, please remember to cancel your hotel booking and your journey as well.

6. Cancellation of events by the supplier

The provider reserves the right to cancel the event for important reasons. An important reason in this sense is

If the minimum number of participants for the event, which is announced on the website of the provider for the respective event, is not reached.

If the speaker falls ill and the substitute planned for these cases cannot fill in or in the event of a higher level of violence/pandemic etc., the event may be cancelled.

Participation fees already paid will be refunded to the customer. Further liability and damage claims arising from the cancellation of events are excluded. The customer shall accordingly ensure that when booking the Hotel and a means of transport to the event location, he selects a

cancellation-free rate and/or takes out seminar cancellation costs insurance.

The provider reserves the right to postpone the event to another date and will announce the date on the website in good time.

7. Programme and Date Changes

The provider shall announce a postponement or cancellation of the event on his homepage (<http://diamondmanagement.eu/>). Particularly due to last-minute changes, participants should inform themselves about the event again before the event begins.

The provider reserves the right to modify the programme compared to the event description without prior notice, if this is necessary for organisational or didactic reasons or if it is requested by the main speaker of the event.

8. The Diamond Management Membership and the Diamond Club

The contents of membership and membership in the Diamond Club are presented on our homepage at www.diamondmanagement.eu where membership is listed.

8.1 Term of Contract Membership

The contract term for membership must be concluded for at least 6 months. We deliberately do not offer a shorter membership, as Diamond Management GmbH is aware that only continuous training and a certain duration will bring good results.

The contract term for Diamond Club membership is one year.

The notice period is 4 weeks. The contract will be automatically renewed unless a written notice of termination is submitted 4 weeks before the contract expires.

4 weeks before the end of the cancellation period, a written reminder will be sent that the membership will automatically renew in 4 weeks if no cancellation is received.

The member is obliged to provide Diamond Management GmbH with a current e-mail address at the time of conclusion of the contract, which can be used for communication with the member.

The member expressly agrees that legally significant declarations by Diamond Management GmbH (e.g. reminders, declarations regarding changes to the General Terms and Conditions, announcement of contract extension, etc.) can be sent either in writing by post to the last named postal address or electronically by email to the last named email address.

The member has to inform Diamond Management GmbH immediately of any change in data relevant to the contract, in particular name, address, e-mail address, bank details, etc.

In the event that such notification is not given, a claim for recourse due to the extension of the contract is excluded, e.g. because the e-mail about the upcoming possibility of termination and extension of the contract could not be delivered.

8.2 Membership Fees

The fee for the personal membership is currently € 39 per month incl. VAT, the membership for 6 months is € 234 incl. VAT and the membership for 12 months incl. VAT € 468, with annual payment € 429 incl. VAT.

The annual fee for Diamond Club membership is € 15,000.00 incl. VAT.

8.3 Non-transferability of membership

Membership of Diamond Management GmbH is personal and cannot be transferred. The member is therefore obliged to use the membership opportunities exclusively for personal use and not to leave or make them available to third parties.

Further details and contents are presented on our homepage www.diamondmanagement.eu.

9. Payment Methods / Prices and Fees

9.1 All prices include the value added tax due in accordance with the applicable statutory and country-specific provisions.

9.2 If special prices are granted for discounts (students, job seekers, etc.), this is shown separately. If no discounts are shown, they cannot be granted. The granting of discounts is dependent on proper proof (student ID, etc.). This proof must be presented at the admission control before the event. The various discount options offered by us cannot be combined.

9.3 During the ordering process, a flat-rate shipping fee and/or ticket fee may be charged in addition to the price stated. These respective additional fees will be announced during the respective ordering process before the order is completed.

9.4 For orders to countries that are not members of the European Union, additional costs, e.g. customs duties and taxes, may be incurred in individual cases and must be borne by the customer.

9.5 If, according to the offer of the Provider on his website, the prices for participation in an event are staggered, namely according to when the participant registers for an event, the date of receipt of payment by the provider is decisive for the validity of the discount scale.

9.6 Fees for members

a) If a single premium has been agreed in the contract, it is due on the day the contract is concluded.

If monthly premiums are agreed in the contract, these premiums shall be due in advance on the first day of the month for the respective calendar month (partial performance period), unless otherwise agreed in the contract. The premium for the first pro rata calendar month after conclusion of the contract shall be due on the day the contract is concluded. The fee for the last pro rata contributory month of the contract term can be made due with the membership fee of the previous month.

b) Right to adjust prices

If monthly contributions have been agreed on the contract cover sheet, Diamond Management GmbH is entitled to increase the monthly contribution if the legal VAT rate increases, whereby the

increase of the contribution is limited to the increased VAT rate. Diamond Management GmbH will exercise the right to increase the price by declaration in text form (§ 126b BGB). The price increase becomes effective from the first day of the month following receipt of the declaration.

c) Participation in the SEPA direct debit procedure

Monthly payment is also possible for the respective memberships mentioned, but only via SEPA direct debit or PayPal.

The member is obliged to participate in the SEPA Direct Debit Scheme in order to pay the agreed fees and charges, unless otherwise expressly agreed. The member will give Diamond Management GmbH a written direct debit mandate for this purpose. The member is obliged to ensure that his bank account has the necessary coverage for the debiting of due fees and contributions.

d) Default of payment

If the member is in default of payment, Diamond Management GmbH reserves the right to charge the member with default costs if these costs were culpably caused by the member. These include interest on arrears at the statutory rate as well as the costs of appropriate legal action, in particular reminder and collection charges, court fees and lawyers' fees.

If monthly fees have been agreed on the contract cover sheet and the member is in arrears with the payment of an amount corresponding to the sum of two monthly total fees, Diamond Management GmbH is entitled to terminate the contract for good cause. In this case Diamond Management GmbH is entitled to demand further compensation in accordance with the legal regulations.

10. Minimum Contract Period / Extension

Unless otherwise agreed under point 8.1 of these GTC, the contract shall initially have the minimum contract period specified in the contract (hereinafter: minimum contract period). Unless otherwise agreed in the contract, the contract period is extended by the extension period stated in the contract if the contract is not cancelled by the member or by Diamond Management GmbH before the respective end of the contract. The period of notice stated on the contract cover sheet applies to the termination.

11. Data Protection and Data Storage

The separate data protection information of Diamond Management GmbH applies.

Notice according to § 33 BDSG: The storage and processing of the participant and customer data is carried out by the provider and service providers commissioned by Diamond Management GmbH in strict compliance with the Federal Data Protection Act. The participant and customer data are stored and used by the supplier for processing and accounting purposes as well as for information about further offers of the supplier and non-materially affiliated companies. Your data will be used internally only, a transfer to third parties is expressly excluded. The customer can object to the use of his data for information purposes at any time with effect for the future. The objection must be made in writing (e-mail, website contact form, post) to the provider (Diamond Management GmbH, Königsteiner Str. 42, 65929 Frankfurt).

The customer agrees that Deutsche Post AG will inform Diamond Management GmbH of the correct current address if a postal item could not be delivered at the previously known address (§ 4 Postal Service Data Protection Regulation).

12. Rights of use

Diamond Management GmbH is the sole owner of the rights of reproduction, distribution, processing and all copyrights as well as the right of incorporeal transmission and reproduction of the website and the individual contents contained therein. The use of all programs and the contents, materials as well as brand names and trade names contained therein is only permitted for the purposes specified in these terms and conditions.

12.1 Sound, film or video recordings of any kind are prohibited during the events.

12.2 The copyright to participant documents, books, publishing products and other materials is the sole property of the provider.

12.3 Participants, customers or buyers do not have the right to reproduce these documents in whole or in part, to include them in storage media or to distribute them in any form whatsoever without written permission from the Provider.

13. Liability

13.1 The liability of the provider on contractual, quasi-contractual, legal, tortious or other legal grounds is excluded, unless otherwise regulated below.

13.2 Excluded from the exclusion of liability are claims for damages arising from wilful or grossly negligent injury to life, body or health or from the breach of material contractual obligations, as well as liability for other damages based on a wilful or grossly negligent breach of duty by the provider, his legal representatives or their vicarious agents. Essential contractual obligations are those obligations which are necessary to achieve the purpose of the contract and on whose compliance the other party may rely. This includes, for example, that the delivered item is free of material defects and defects of title and that ownership of the purchased item can be procured.

13.3 The above exclusion of liability shall also apply in favour of vicarious agents and legal representatives if claims are made directly against them.

13.4 In the event of a negligent breach of a material contractual obligation of the provider, liability shall be limited to the foreseeable damage typical for the contract, unless the claim for damages is based on injury to life, body or health. Participation in events and the joint yoga practice is at your own risk.

13.5 The documents made available in the context of further training are prepared to the best of our knowledge and belief. Liability and guarantee for the correctness, topicality, completeness and quality of the contents are excluded.

13.6 Diamond Management GmbH recommends the services of third-party providers (e.g. hotels, transport, dinner etc.) In case of a booking, the contracts concerning the services are exclusively between the customer and the respective third-party provider. Special regulations and restrictions (General Terms and Conditions of the third-party provider) may apply to the selected services. The entire execution of the contract and the handling of possible service disruptions are exclusively between the customer and the third-party provider.

13.7 The customer or member undertakes to hold Diamond Management GmbH harmless from any



kind of lawsuit, damage, loss or claim that might arise from their registration and/or participation in the consulting and services, provided that the customer or member has acted culpably. This applies in particular to damages due to defamation, insult, violation of personal rights, due to the failure to provide services for other customers, a violation of these terms and conditions, due to the violation of intellectual property or other rights. The claim for reimbursement of expenses shall be limited to the amount of the necessary expenses or those required for a specific purpose.

14. Revocation Instruction, Exclusion of the Right of Revocation

14.1 Right of withdrawal

Customers or members have the right to revoke the contract concluded for the first time within 14 days without giving reasons.

The revocation period is 14 days from the day of the conclusion of the contract.

In order to exercise the right of revocation, you must inform

Diamond Management GmbH, Königsteiner Str. 42 in 65929 Frankfurt Germany, Tel.: +49 69 17 42 86 91, kontakt@diamondmanagement.eu

by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of your decision to revoke this contract.

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

14.2 Consequences of the revocation

If you revoke this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of delivery than the cheap standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we receive notification of your revocation of this contract. For this refund, 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 for this refund.

If you have requested that the service be commenced during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you notify us of the exercise of the right of cancellation with respect to this Agreement compared to the total amount of services provided under the Agreement.

End of the right of revocation

15. Place of Performance, Choice of Law, Place of Jurisdiction

15.1 The place of performance shall be the respective place of performance selected.

15.2 All contracts and legal relations shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

15.3 If the customer acts as a merchant, the exclusive place of jurisdiction shall be the provider's registered office in Frankfurt, Germany.

15.4 The contractual language is German.



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16. Severability Clause

Should one of the provisions mentioned here be invalid, this shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and purpose of the invalid provision.