

General Terms and Conditions (GTC)

The Expat Business Club Germany (hereinafter referred to as EBC Germany) is a product of the Birgit Heidenreich Business Consulting.

The EBC Germany is a business club for expats who want to start a business in Germany. The aim of the club is to support and accompany the members on their way to become self-employed. For this purpose, club members get access to the Birgit Heidenreich Business Consulting network, can take part in internal club events and get informed about business-relevant news.

1. Scope and extent

The following terms and conditions apply to the membership in EBC Germany of consumers and entrepreneurs and always apply, unless their application has been expressly excluded.

Legal transactions with the Birgit Heidenreich Business Consulting, that are concluded beyond the service of the EBC Germany or go beyond the regular membership of EBC Germany, are not subject to these terms and conditions.

Consulting services for which Birgit Heidenreich Business Consulting is commissioned are subject to the terms and conditions, which can be viewed at www.expatsconsulting.de.

Other legal transactions that do not include membership in EBC Germany, which are concluded via our online shop at elopage www.elopage.com/s/BirgitHeidenreich/ or in the integration on our website at www.expatsconsulting.de/shop/, are subject not these terms and conditions. Separate terms and conditions apply here, which can be viewed in the online shop.

A consumer is any natural person who enters into a legal transaction for purposes which are predominantly neither commercial nor self-employed.

An entrepreneur is a natural or legal person or a legal partnership that, in the course of entering into a legal transaction, acts in the exercise of its commercial or independent professional activity.

For entrepreneurs applies: If the entrepreneur uses conflicting or supplementary General Terms and Conditions of Business, their validity is hereby contradicted; they only become part of the contract if we have expressly consented to this.

Our service provided through the EBC Germany does **not constitute tax or legal advice** within the meaning of the German Legal Advisory Act (RBERG) and any solution described verbally or in writing serves only to provide a detailed description of the entrepreneurial possibilities including opportunities and risks.

Changes to these terms and conditions will be communicated to the club member in writing, by fax or by email. If the club member does not object to this change within four weeks of receiving the notification, the changes will be deemed accepted by the club member.

2. Scope of club membership

- Members of the basic or full service membership receive a free initial consultation from the contractually agreed club experts.

- In addition, EBC Germany is creating a closed LinkedIn group in which the club members can exchange ideas.

- The Kick-Start membership includes consulting hours which are carried out by Birgit Heidenreich Business Consulting. The booking is made directly on the club's internal platform.

The consultation hours must be redeemed within 3 months of the planned date at the latest. In the case of a 3-month membership, the right to advice expires for the 1st session after the 3rd month of purchase, for the 2nd session after the 4th month and for the 3rd session after the 5th month. All 3 consultation hours in the 1-month membership must have been taken at the latest by the end of the 3rd month after purchase.

If the booked appointment does not take place through the fault of the club member, the entitlement to this consultation hour expires. In order not to lose the entitlement, the booked appointment must be canceled at least 24 hours in advance by email to hello@expatbusinessclub.com.

- Every club member gets access to the club's internal platform, on which all necessary information is provided.

- All members can participate in regular exclusive club networking events.
- The Birgit Heidenreich Business Consulting will also organize further online seminars in which club members can participate in.
- In addition, all club members receive a regular newsletter in which they get informed about business relevant news. The member registers for this newsletter directly on the club's internal website.
- All services are provided to club members in English.

In addition, EBC Germany provides members with a list of all experts and their services. Members are free to book the experts for further services in addition to the free initial consultation.

This booking is not part of the club membership. The club member must agree any contractual agreement directly with the respective service provider. The EBC Germany assumes no liability for this.

We also present various tools and services on the business club's platform that can be useful for members. This is only an option. The products were not finally checked for their function and / or legal conformity. It is neither a recommendation nor is EBC Germany liable in any way for the products or services presented there.

3. The club membership

The paid club membership can only be purchased in our online shop at elopage. Payment is processed by elopage GmbH www.elopage.com/s/BirgitHeidenreich or in the integration on our website at www.expatsbusinessclub.com/membership/

The contract begins with the purchase and payment.

If the club member is a consumer, the club member only receives access to the club's platform after the statutory withdrawal period of 14 days has expired. This period can be shortened if the club member waives his right of revocation and notifies the waiver in writing. After the deadline or after receipt of the waiver, the club member will get access to the platform and the LinkedIn group within the next 3 working days.

If the club member is an entrepreneur, they will have access to the club's platform and the LinkedIn group no later than 3 working days after purchase.

4. Billing

Billing takes place exclusively through elopage GmbH. All payments are to be made in advance. Payments can be made via credit card or PayPal. A termination or exit does not entitle you to a refund of amounts already paid.

In case of late payment, default are due interest of 9 of a hundred p.a. above the respective base interest rate, or 5% above the respective base interest rate for consumers (private persons).

If a member does not meet his payment obligations or does not meet them on time, or if a payment is requested back (e.g. by reversing a credit card payment), the club member will be billed for the fees incurred.

Against claims of Birgit Heidenreich Business Consulting the club member can only set off counterclaims that are undisputed or that have been legally established or are ready for decision.

5. Termination by the club member

The Expat Business Club offers different membership models. The basic and full service membership can each be concluded with a term of 6 or 12 months. The Kick-Start membership can be concluded with a term of 1 or 3 months.

Each membership can be canceled at the end of the term. The termination takes place exclusively via the online account of elopage GmbH. www.elopage.com/s/BirgitHeidenreich/sign_in. If there is no cancellation, the membership is extended by the original term.

6. Technical requirements for using the EBC Germany

In order to be able to use the services of EBC Germany, every club member needs

- a laptop or desktop PC with a current operating system or a tablet PC or smartphone with a current version of iOS or Android and a current version of Google Chrome, Mozilla Firefox, Opera, Internet Explorer or Safari
- a stable internet connection with sufficient bandwidth

and

- a microphone and loudspeaker (integrated or external) for the functions used.
- A LinkedIn account is required in order to be able to participate in the exchange within the club members.

7. Obligations of Club Members

The club members are responsible for all content that they publish in the LinkedIn group of EBC Germany.

The club member hereby guarantees EBC Germany that all content shared in the business club is in accordance with German law, not violates data protection law and does not contain any content that is criminally relevant. The club member also expressly assures EBC Germany not to violate any third-party rights, in particular commercial property rights such as trademarks, registered designs, patents, designs, utility models, copyrights or personal rights and also do not contain any violation of competition law.

The club member further undertakes not to present any content that glorifies violence or is pornographic.

If English is not the native language of the club member, the club member undertakes to call in an interpreter to use individual services of the club at his own discretion and expense.

The club member undertakes to maintain secrecy about all information of which he / she gains knowledge within the EBC Germany, business secrets and confidential facts.

8. Interruption of service provision

The club member can be blocked from the LinkedIn group of the EBC Germany at any time without notice. This applies in particular if there is a suspicion that the club member is violating applicable law, the rights of third parties, or, for example, culpably gross violations of the confidentiality agreement. Failure to comply with the duties of club members does not result in membership being terminated.

This also applies, however, if the club member does not meet his payment obligation towards Birgit Heidenreich Business Consulting, or does not meet it in full or in good time. Failure to pay the membership fee does not result in membership being terminated. The block on the LinkedIn group remains in effect until the amount owed has been paid. Furthermore, the club member cannot use any services from the club until the claim has been settled and is therefore also blocked on the club's internal platform.

9. Blocking and deletion of data and content

Birgit Heidenreich Business Consulting is entitled at any time to delete individual or all data or content that has been generated or stored by club members in the LinkedIn group of EBC Germany. This applies in particular if there is a suspicion that these violate applicable law or the rights of third parties.

Club members have the option of deleting all data and content independently in the LinkedIn group.

10. Data protection

The scope and purpose of the processing of personal data is regulated in the data protection declaration. This can be viewed at www.expatbusinessclub.com/privacy-policy/

In order for the experts represented in the business club to be able to provide the service of the free initial consultation included in the club membership, a list of the club members must be sent to the experts. In order to protect the rights of the club members, a confidentiality agreement was made with the experts.

If the club member wishes to take part in the internal club exchange via the LinkedIn group, we point out that LinkedIn is a US company.

LinkedIn is a service of LinkedIn Ireland Unlimited Company, Wilton Plaza, Wilton Place, Dublin 2, Ireland, a subsidiary of LinkedIn Corporation, 1000 W. Maude Avenue, Sunnyvale, CA 94085, USA.

We would like to point out that this might cause user data to be processed outside the European Union, particularly in the United States. This may increase risks for users that, for example, may make subsequent access to the user data more difficult. We also do not have access to this user data. Access is only available to LinkedIn.

The LinkedIn privacy policy can be found here: www.linkedin.com/legal/privacy-policy/

11. Limitation of Liability

In the event of negligently caused property and financial damage, Birgit Heidenreich Business Consulting is liable. and their vicarious agents only in the event of a breach of an essential contractual obligation, but limited in amount to the damage that is foreseeable and typical for the contract when the contract was concluded. Otherwise, the liability of Birgit Heidenreich Business Consulting and their vicarious agents are limited to intent and gross negligence.

Birgit Heidenreich Business Consulting is not liable for the entrepreneurial success or failure of the club member.

12. Release from liability in the event of server failure or technical problems

The club members are aware that despite regular maintenance, a server failure or technical problems can occur. Data can be lost due to a server failure or technical problems. It is also conceivable that individual events cannot be held at the specified time or that other functions do not work or only work to a limited extent. Should there be any impairment due to a server failure or technical problems, Birgit Heidenreich Business Consulting is liable. only for intent and gross negligence.

13. Right of withdrawal

Consumers are entitled to the statutory right of revocation, as described in the revocation.

Entrepreneurs are not granted a voluntary right of withdrawal. Further information on the right of withdrawal can be found in the instructions on withdrawal of Birgit Heidenreich Business Consulting.

14. Final provisions

- Changes or additions to these terms and conditions must be made in writing. This also applies to the cancellation of this written form requirement.
- These contract terms are subject to German law. If you are an entrepreneur, then German law applies excluding the UN sales law. Mandatory provisions of the state in which a consumer has his habitual residence remain unaffected.
- If a consumer was domiciled or habitually resident in Germany at the time the contract was concluded and either moved at the time the action was filed or his whereabouts are unknown at that time, the place of jurisdiction for all disputes is the registered office of Birgit Heidenreich Business Consulting.
- If a consumer is not domiciled or habitually resident in a member state of the European Union, the courts at the registered office of Birgit Heidenreich Business Consulting are exclusively responsible for all disputes.
- If you are a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between us and you is our registered office.
- Should individual provisions of this contract be ineffective or unenforceable or become ineffective or unenforceable after the conclusion of the contract, the validity of the remainder of the rest remains unaffected.
- The ineffective or unenforceable provision shall be replaced by the effective and enforceable provision whose effects come closest to the economic purpose pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis if the contract proves to be incomplete.