

General Terms and Conditions (GTC) and Right of Withdrawal for Consumers of Dr. Elisa Edwards

Part 1: Scope of application and applicable law

1 Scope of application

(1) The following General Terms and Conditions apply to all legal transactions with consumers and entrepreneurs with

Dr. Elisa Edwards

Address:

Dr. Elisa Edwards

c/o COCENTER

Koppoldstr. 1

86551 Aichach

Germany

E-mail: dr.elisa.edwards@mailbox.org

Website: <https://www.dr-elisa-edwards.com>

hereinafter referred to as "we".

Legal transactions may be concluded in person, by e-mail or via the website.

(2) The language available for the conclusion of the contract is exclusively German. Translations into other languages are for your information only. The German text shall take precedence in the event of any differences in language usage.

(3) These GTC shall apply exclusively. We shall not recognize any terms and conditions you use that conflict with or deviate from these GTC unless we have expressly agreed to their validity in writing or in text form.

(4) In individual cases, we use supplementary agreements in addition to these GTC. These shall be concluded separately between you and us and, in case of doubt, shall take precedence over these GTC.

2 Applicable law and consumer protection regulations

(1) The law of the Federal Republic of Germany shall apply, to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods applicable in Germany, if:

a) you order as an entrepreneur,

b) you have your habitual residence in Germany or

c) your habitual residence is in a country that is not a member of the European Union.

(2) In the event that you are a consumer within the meaning of Section 13 BGB and have your habitual residence in a member state of the European Union, German law shall also apply, whereby mandatory provisions of the state in which you have your habitual residence shall remain unaffected.

(3) A consumer within the meaning of the following provisions is any natural person who enters into a legal transaction for purposes that are predominantly outside his trade, business or profession. An entrepreneur is any natural or legal person or a partnership with legal capacity who or which, when entering into a legal transaction, acts in exercise of his or its independent professional or commercial activity.

(4) The version of these GTC valid at the time of booking shall apply.

(5) The prices valid at the time of booking shall apply.

(6) If certain discounts or special offers are advertised, these are limited in time or quantity. There is no entitlement to them.

Part 2: Conclusion of the contract, payment modalities, duration of the contracts and revocation

3 Subject matter of the contract

(1) The subject matter of the contract may be the following services (whereby the list is not exhaustive):

- spiritual life coaching
- evidential mediumship reading

(2) All offers made by us on the internet are non-binding and do not constitute a legally binding offer to conclude a contract.

4 Prices, terms of payment and due dates

(1) Our prices are to be understood as final prices. We are VAT-exempt (small business regulation).

(2) An invoice will generally be sent to you by e-mail in the form of a PDF document. Unless otherwise agreed, the entire invoice amount is due upon receipt of the invoice and must be paid to us no later than 48 hours before the start of the agreed date of the service, whereby receipt in our account is decisive.

(3) The start of the respective service is made dependent on prior receipt of payment in our account. As soon as we have received your payment, you are entitled to our corresponding consideration/service from this point in time.

5 Conclusion of the contract

5.1 The following applies to bookings made verbally, by telephone, in writing, by e-mail or directly via our contact form:

(1) If you are interested in a life coaching session/evidential mediumship reading, please contact us using the contact form on our website. You will then receive an e-mail from us with a proposed date for the desired service. If the proposed appointment is accepted, you will receive a confirmation e-mail from us including an invoice.

(2) Acceptance: The contract between you and us becomes legally binding when you receive our confirmation e-mail including invoice.

(3) The payment option available to you is payment by bank transfer (to a German bank account). You will receive an invoice from us by e-mail. Please then transfer the specified amount to our German bank. You will receive information on this in the invoice we send you. The full invoice amount is due no later than 48 hours before the start of the booked service. As soon as your payment has been received, you are entitled to our corresponding service. After receipt of the full invoice amount in our account, we will send you the Zoom link for the booked service.

6 Right of withdrawal for consumers

(1) As a consumer, you are entitled to a right of withdrawal in accordance with the instructions listed in the appendix.

(2) The withdrawal period begins with the conclusion of the contract. The contract is concluded at the moment you receive the purchase confirmation e-mail from us. You can cancel your purchase free of charge within 14 days.

(3) For short-term bookings, there are the following special features with regard to the right of withdrawal:

1. if you purchase the life coaching/evidential mediumship reading and we are to begin the service directly or within the 14-day revocation period, you waive your right of revocation to this extent.

2. we point this out directly with the following passage: "You expressly request that we begin with the service before the end of the withdrawal period of 14 days. You are aware that you will lose your right of withdrawal if we provide the service in full. In the event of a pro rata performance to you (as the customer) within the revocation period, we are entitled to the consideration (payment) for the service provided in full - even in the event of revocation.

7 Contract term and termination

(1) The respective term of our contract depends on the booked life coaching/evidential mediumship reading as described on our website. As a rule, the contract ends automatically upon fulfillment. This means that you have paid our entire fee and we have rendered the corresponding consideration.

(2) The extraordinary right of termination of either party remains unaffected. An extraordinary right of termination on our part exists in particular if you intentionally violate the provisions of these GTC and/or have intentionally or negligently committed prohibited acts or if our relationship of trust is permanently disturbed.

(3) We have no tolerance for any kind of abuse during a service. This includes testing our skills, intentionally misrepresenting yourself, as well as rude, insulting, aggressive, demanding and belligerent behavior on your part. In this case, we reserve the right to cancel the booked service, even during the appointment, without you being entitled to a refund of the fee paid or the further provision of our service.

Part 3: Details of the range of services offered and cancellation conditions

8 Duration of a coaching/reading and place of coaching

(1) The life coaching/evidential mediumship reading takes place individually.

(2) The duration of a life coaching/evidential mediumship reading is generally about 45 minutes (any other duration must be agreed separately and on a case-by-case basis).

(3) Unless otherwise agreed between you and us, the life coaching/evidential mediumship reading will take place online via Zoom. For online appointments, you will receive the link for the Zoom meeting by e-mail after receipt of the full invoice amount in our account.

(4) The conference tool we use for our online services is Zoom. The provider of this service is Zoom Communications Inc, San Jose, 55 Almaden Boulevard, 6th Floor, San Jose, CA 95113, USA. Details on data processing can be found in Zoom's privacy policy: <https://zoom.us/de-de/privacy.html>. By booking the service, you agree to use Zoom as a conference tool and "place" of life coaching/evidential mediumship reading and accept Zoom's privacy policy. If you require an audio recording of the service, you also agree to Zoom's privacy policy.

5) If you wish to have an electronic recording of your booked service, we use the following provider to send your recorded life coaching / evidential mediumship reading: WeTransfer, Willem Fenengastrat 19, 1096 BL Amsterdam: WeTransfer B.V. | CEO: Alex Vassilev | Registered at the Dutch Chamber of Commerce under identification number: 822010690 | Email address: subscriptions@wetransfer.com | Website: <https://wetransfer.com>. Data protection info: <https://wetransfer.com/explore/legal/privacy>. After the booked life coaching / evidential mediumship reading, you will receive an email with a link from WeTransfer via which you can download the recorded session. The link is valid for 7 days. After that it expires and is removed from the WeTransfer server. No transfers are kept. Once they are deleted, it is no longer possible to download them. If you would like an audio recording of the performance, you agree to WeTransfer's privacy policy.

9 Scope of services and services not used

(1) The scope of the service depends on the booked life coaching/evidential mediumship reading.

(2) If a life coaching/evidential mediumship reading cannot be attended, the cancellation must be notified by e-mail at least 48 hours in advance. If the cancellation is made within 48 hours of the scheduled appointment, the appointment is forfeited. The entitlement to payment for the appointment remains in force; a refund of the amount paid is excluded.

(3) If you cancel a booked life coaching/evidential mediumship reading during/in the midst of your coaching/reading, you are not entitled to a refund of the payments you have made.

10 Cancellation of a life coaching/ evidential mediumship reading by the customer

(1) If you are a consumer, you can withdraw from the contract after the 14-day withdrawal period under the conditions in paragraph (2).

If you are an entrepreneur, you have no right of withdrawal. However, the cancellation regulations also apply to entrepreneurs. Cancellation can only be declared by e-mail to dr.elisa.edwards@mailbox.org.

(2) Cancellation costs will be charged depending on when we receive your notification of cancellation:

- up to 48 hours before the start of the coaching/reading, cancellation is free of charge.

- within 48 hours before the start: 100% of the total fee.

(3) If you cancel a life coaching/evidential mediumship reading during/in the midst of your booked coaching/reading, the full fee will be retained and a refund is excluded.

11 Cancellation of (online) coaching/reading on our part

- (1) We are entitled to cancel a life coaching/evidential mediumship reading at short notice due to illness or for other reasons beyond our control.
- (2) In this case, we will first try to find an alternative date. If this is not possible, you will receive a full refund of the costs for the service not provided.

Part 4: Rights and obligations of the customer

12 Copyright and recording of the session

- (1) On request, we will record the booked service (life coaching or evidential mediumship reading) digitally and then send you a link to download the file. You have no right to the digital recording of a session. If there are technical problems during the digital recording of a booked session, you have no right to a repetition of the session or the recording or any other claim for damages or the assertion of any claim whatsoever.
- (2) The recording of the session is protected by copyright. Reproduction of the audio material in whole or in part is therefore not permitted. The recording is for your private use only. Reproduction or use of such audio documents in electronic, digital (Internet, radio, TV) or printed, analog publications is not permitted without our express permission.
- (3) All contents of our website (www.dr-elisa-edwards.com) including all texts and information are subject to copyright and protected and may not be used unless written consent and permission has been obtained from us.

13 Collection, storage and processing of your personal data

- (1) We require the following data from you to carry out and process a booking:

- First and last name
- Address/full address (which serves as billing address)
- e-mail address
- for entrepreneurs also company name and VAT ID

Which specific data is mandatory can be seen from the mandatory fields depending on the product.

- (2) In the case of chargeable services, the name details, in particular the company name, must be correct. The same applies to the address. Invoices are issued on the basis of this information. Should corrections be necessary here, this may lead to additional expenses, which we will charge at a reasonable rate.

- (3) If you change your personal details, especially if you change your e-mail address, please notify us by e-mail at: dr.elisa.edwards@mailbox.org

14 Own provision of suitable IT infrastructure and software

- (1) You are responsible for providing and guaranteeing Internet access (hardware, telecommunications connections, etc.) and the other technical equipment and software required to use our online services (in particular web browsers and PDF programs such as Acrobat Reader®, Zoom) yourself and at your own expense and risk.

(2) You are responsible for familiarizing yourself with the functions of Zoom before the start of a booked session so that the video conference runs smoothly from a technical point of view. We are responsible for being present at the agreed time for your services. You are responsible for showing up on time for the booked online appointment via Zoom. If you do not show up for a booked appointment, we will wait a maximum of five (5) minutes for you. If you do not show up within these five (5) minutes, the service will be canceled without you being entitled to a refund of the fee paid or a replacement/repeat appointment.

15 General information about our life coachings/evidential mediumship readings

(1) Dr. Elisa Edwards herself has a doctorate and holds a PhD. However, she is not a medical doctor, but a doctor of philosophy. It is therefore all the more important to her that it is clear to you that Dr. Elisa Edwards herself as a medium does not replace a doctor, alternative practitioner or therapist, does not give medical advice and makes no promises of healing or other promises. She does not prescribe medication or provide legal advice. Her services are not a substitute for professional medical or psychological treatment or any form of legal or medical advice. By entering into a contract between you and us, you represent and warrant that you understand that Dr. Elisa Edwards is not a medical doctor, psychiatrist or psychologist and cannot and will not provide the services described in this paragraph.

(2) You acknowledge that our service is an unregulated industry from a legal perspective.

(3) You are fully responsible for your well-being and your decisions during and after a coaching/reading booked with us. You are fully responsible for your physical and mental health both during and after the session. All measures, actions and omissions that you may take as a result of the life coaching session/evidential mediumship reading are your own responsibility. By booking, you confirm that you are mentally and emotionally healthy and stable, that you are not undergoing psychotherapeutic treatment and/or taking psychotropic medication. You are responsible for yourself at your own discretion. You, and not Dr. Elisa Edwards, are liable for any damages and consequences.

(4) We never and under no circumstances give any time of death of living people or animals, nor do we give any medical or legal advice or recommendations as to how you should live your life differently in any way. You always retain your free will to live your life as you wish. The information and messages given by us during a coaching/reading are always only suggestions. You decide for yourself how you deal with these suggestions.

(5) All of our services serve to support you in your personal development and we cannot promise any specific success. When booking an evidential mediumship reading, please be aware that we cannot bring forth a specific soul from the afterlife for you; they always come voluntarily and we cannot guarantee who will come for you during an evidential mediumship reading.

Part 5: Liability regulations

16 Limitation of liability

(1) We are liable for intent and gross negligence. Furthermore, we shall be liable for the negligent breach of obligations, the fulfillment of which is essential for the proper execution of the contract, the breach of which jeopardizes the achievement of the purpose of the contract and on the observance of which you may regularly rely. In the latter case, however, we shall only be liable for the foreseeable damage typical of the contract. We shall not be liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences.

The above exclusions of liability shall not apply in the event of injury to life, limb or health. Liability under the Product Liability Act remains unaffected.

(2) According to the current state of technology, data communication via the Internet cannot be guaranteed to be error-free and/or available at all times. In this respect, we are not liable for the constant and uninterrupted availability of the offer.

(3) All of the aforementioned limitations of liability also apply to our vicarious agents.

Part 6: Final provisions and place of jurisdiction

17 Amendment of these GTC

These GTC may be amended if there is an objective reason for the amendment. This may be, for example, changes in the law, adjustments to my offers, changes in case law or a change in economic circumstances. In the event of significant changes that affect you, we will inform you of the planned changes in good time. You have a 14-day right of withdrawal after you have been informed. After expiry of this period, the new regulations will automatically become an effective part of the contract without the need for any further separate notification.

18 Final provisions

(1) These Terms and Conditions are complete and conclusive. Amendments and additions to these terms and conditions should be made in writing in order to avoid ambiguities or disputes between the parties about the agreed content of the contract - whereby e-mail (text form) is sufficient.

(2) If you as a consumer have your domicile or habitual residence in Germany when the contract is concluded and have either moved out of Germany at the time the action is brought by us or your domicile or habitual residence is unknown at this time, the place of jurisdiction for all disputes shall be Munich, Germany. For merchants within the meaning of the German Commercial Code (HGB), legal entities under public law or special funds under public law, the place of jurisdiction is Munich, Germany.

(3) These GTC and any contracts and their components shall be governed exclusively by German law. The place of performance and jurisdiction for both parties is Munich (Bavaria, Germany) unless the law expressly prescribes another place of jurisdiction.

(4) We would like to point out that, in addition to the ordinary legal process, you also have the option of an out-of-court settlement of disputes in accordance with Regulation (EU) No. 524/2013. Details can be found in Regulation (EU) No. 524/2013 and at the following Internet address: <http://ec.europa.eu/consumers/odr>

We reserve the right not to participate in any dispute resolution proceedings.

(5) Should individual provisions of these GTC be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effect comes as close as possible to the economic objective of both parties and which the contracting parties pursued with the invalid or unenforceable provision.

Version 3

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Appendix

Appendix 1

Consumer information and cancellation policy

- (1) The language available for the conclusion of the contract is exclusively German.
- (2) The presentation of our services on the website does not constitute a binding offer on our part. Only the booking of a service by you is a binding offer according to § 145 BGB. If this offer is accepted, we will send you a booking confirmation by e-mail. This concludes the contract for the booking/purchase.
- (3) The prices quoted by us are final prices. In the sense of § 19 UstG no sales tax is charged and therefore not shown.
- (4) The data required for the execution of the contract between the parties are stored by us and are accessible to you at all times. In this respect, we refer to the regulation of the data protection declaration on our website.
- (5) As a consumer, you have a right of withdrawal in accordance with the following instructions.

Cancellation policy

Right of withdrawal

As a consumer, you have the right to withdraw from the contract within fourteen (14) days without giving any reason.

However, you have no right of withdrawal if you have expressly agreed at the time of your booking/purchase that we should begin to provide the service before the end of the withdrawal period and this service has been provided in full. If we have provided the service in part, you no longer have a right of withdrawal in this respect.

Start of the period for booking life coaching/evidential mediumship reading

The withdrawal period is fourteen days from the date of conclusion of the contract. The contract is concluded on the day on which you receive a confirmation e-mail from us following a successful booking.

To exercise your right of withdrawal, you must contact us at

Dr. Elisa Edwards

Address:
Dr. Elisa Edwards
c/o COCENTER
Koppoldstr. 1
86551 Aichach
Germany

or to dr.elisa.edwards@mailbox.org

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail).

Appendix 2

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

If you withdraw from this contract, we shall reimburse to you all payments received from you within fourteen days from the day on which we are informed about your decision to withdraw from this contract at the latest. For this repayment, we will use the same means of payment that you used for the original transaction.

If you made the payment by bank transfer, please provide us with your account details, as we can only see part of your account details on the bank statement.

If you have agreed that we should begin with the service before the 14-day revocation period has expired, then you must also provide us with the consideration (fee) for these services and are not entitled to a refund in this respect.