

General Terms and Conditions

for Kinesiology, Coaching, Seminars, and Training

Institute and Practice for Kinesiology Claudia Küsters

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Scope

1.1 The following general terms and conditions apply to all business transactions of the Institute and Practice for Kinesiology Claudia Küsters, hereinafter referred to as "Provider," with the respective contractual partner, hereinafter referred to as "Client" or "Participant."

1.2 Any changes to these terms and conditions will be communicated to the Client in writing. They are considered approved if the Client does not raise an objection in writing. The objection must be sent to the Provider within four weeks of notification of the changes.

1.3 Deviating terms and conditions from the Client are not part of the contract unless the Institute and Practice for Kinesiology Claudia Küsters expressly agrees to them.

1.4 These terms and conditions apply worldwide to all Clients of the Provider and are available in both German and English.

Clients

The services offered by the Institute and Practice for Kinesiology are aimed at both entrepreneurs and consumers.

A consumer is any natural person entering into a contract for purposes that are primarily outside their trade, business, or profession (as defined by § 13 BGB).

Changes to these terms and conditions will be communicated to the Client in writing. They are considered approved if the Client does not object in text form within four weeks after the changes are communicated.

Subject of the Contract

3.1 The contract is established for the service selected by the Client from the Provider. A precise description and list of the service offerings are made available by the Provider in their office, on their website, and in other media used by the Provider.

3.2 The Client may choose between an individual session via the internet (hereinafter referred to as "Online Individual Session") or an on-site individual session (hereinafter referred to as "On-Site Individual Session").

The type and scope of the individual sessions are derived from the service description in the contract concluded between the Provider and the Client.

Formation of the Contract

4.1 The Client can register for a free introductory meeting through the contact form on www.claudiakuesters.de, via WhatsApp, or by phone. This introductory meeting is arranged by phone, WhatsApp, or Zoom, as agreed upon, to clarify questions and determine the potential for collaboration.

The Client also has the option to contact the Institute and Practice for Kinesiology Claudia Küsters via email at sonne@claudiakuesters.de to arrange an individual session or introductory meeting.

All introductory meetings are arranged without obligation and are free of charge for the Client.

During or following the introductory meeting, the Client may decide to book an individual session or a package of multiple sessions. This decision can be communicated by the Client directly in the conversation or later via email or WhatsApp to the Provider.

4.2 The contract is concluded as soon as the Client communicates their binding decision to book in text form (e.g., via email or WhatsApp) to the Provider, and it is confirmed by the Provider. The Client will then receive a client form detailing the terms of the collaboration, which they return to the Provider. The completed client form is part of the contract and contains specific information on conducting the sessions as well as the general conditions of collaboration.

4.3 Participation Contract for Seminars: The Institute and Practice for Kinesiology Claudia Küsters enters into an individual participation contract with each participant who registers for a seminar. For detailed information regarding the Provider's right to cancel, minimum participant numbers, and other regulations concerning the conduct of the seminar, please refer to the seminar terms, which are made available to the participant prior to contract conclusion. These terms govern, among other things, the Provider's right to cancel if the minimum number of participants is not reached. Participation fees already paid will be refunded promptly in accordance with the seminar terms in the event of cancellation by the Provider.

5. Online Individual Sessions

5.1 To participate in an Online Individual Session, the Client requires an internet-enabled device, a stable internet connection, a camera, and a microphone (e.g., a laptop or smartphone with Zoom access). If the Client cannot use Zoom, the session can alternatively be conducted via WhatsApp video call or, in exceptional cases, by phone. The Client is responsible for ensuring the necessary technical requirements.

5.2 The process for Online Individual Sessions is as follows: The Client registers for a free introductory meeting through the contact form, via WhatsApp, or by phone. This introductory meeting takes place by phone, WhatsApp, or Zoom. Following the meeting, the Client can choose to book an individual session or a package, confirming this decision directly in the meeting or afterward via email or WhatsApp. Once confirmed, the Client receives a client form to complete and return, which includes further details about the collaboration and session procedures.

6. On-Site Individual Sessions

6.1 On-Site Individual Sessions are offered when the Provider is in Germany and take place in Braunschweig. The exact locations and dates are arranged individually as the Provider's availability is confirmed.

6.2 The introductory meeting for On-Site Individual Sessions is conducted by phone, WhatsApp, or Zoom and is intended to discuss the Client's goals and needs. During the On-Site Session, various kinesiology and energetic methods are applied, such as muscle testing, B.E.S.T. (Bioenergetic Synchronization Technique), acupuncture, and other techniques to release energetic blockages and promote well-being.

6.3 Following the session, the Client can decide to book additional individual sessions or a package, confirmed via email or WhatsApp. After booking, they receive a client form detailing further aspects of the collaboration.

6.4 **Conducting Seminars:** Seminars are conducted either online via Zoom or in person. For in-person events, the Provider provides the venue or arranges an agreed-upon location.

6.5 The seminar's format adheres to the seminar terms made available to participants upon booking. These terms cover participant conditions, the Provider's right to cancel if the minimum number of participants is not met, and any specific requirements.

7. Prices and Payment Terms

7.1 The fees listed in the individual contract between the Client and the Provider apply to individual sessions, seminars, and packages. All prices are inclusive of any taxes and fees.

7.2 Any necessary travel costs for On-Site Sessions or seminars will be agreed upon in writing with the Provider and borne by the Client.

7.3 For individual sessions, payment is due within 14 days after invoicing, without deductions. For seminars and packages, advance payment is required; full payment must be made before the start of the booked services.

7.4 Payment options include:

- Bank Transfer
- PayPal
- Invoice

8. Contract Duration and Termination

8.1 The contract term, including the duration and frequency of individual sessions or participation in seminars and packages, is specified in the individual contract between the Client and the Provider. The agreed contract term is a minimum term unless otherwise specified.

8.2 Both parties retain the right to extraordinary termination. The Provider, in particular, has the right to terminate if:

- the Client is in default of payment despite a reminder,
- the Client has not made the agreed payment, and preliminary or final insolvency proceedings are opened over their assets.

9. Scope of Services and Unused Services

9.1 The scope of services is defined in the individual contract between the Provider and the Client and includes the booked individual sessions, seminars, or packages.

9.2 If the Client does not use certain services, the Provider reserves the right to charge the full participation fee. Specific regulations are outlined in the seminar terms for seminars and the client form for individual sessions, both provided to the Client before the contract is finalized.

10. General Participation Conditions and Exclusion of Participants

10.1 The Provider reserves the right to exclude participants from individual sessions, seminars, or training if continued collaboration is deemed unreasonable under the given circumstances. The well-being and safety of all participants take priority.

10.2 Exclusion may occur, particularly if:

- the participant repeatedly disrupts the session despite prior feedback,
- the technical requirements for an online session are not met,
- the conditions for participation in on-site events are not met.

10.3 For on-site events, participants should not be under the influence of alcohol or other substances affecting their reaction capabilities. The Provider may exclude participants who do not meet this condition.

10.4 If there are health restrictions, participants are asked to disclose these beforehand to ensure an optimally structured event. The Provider reserves the right to exclude a participant during the event in cases of emerging health concerns to protect their well-being.

11. Confidentiality

The Provider commits to treating all personal information shared by the Client during individual sessions, seminars, or training with strict confidentiality. This information will not be shared with third parties unless legally obligated. Confidentiality does not cover information generally known or required to be disclosed by law or regulation. Privacy policies are available in both German and English.

12. Intellectual Property

12.1 All intellectual property in the materials provided for individual sessions, seminars, and training remains with the Provider.

12.2 The Provider grants the Client a simple, non-exclusive, non-transferable right to use the materials for the booked services' implementation and follow-up.

13. Liability

13.1 The Provider is liable for cases of intent and gross negligence according to statutory provisions.

13.2 In other cases, the Provider is only liable for breaches of essential contractual obligations (cardinal obligations), which enable the proper execution of the contract and on which the Client may rely. In all other cases, liability is excluded.

13.3 Where the Provider is liable, liability is limited to foreseeable and typical contractual damages. Indirect and consequential damages resulting from defects in service are only compensable if typically foreseeable.

13.4 Liability for damages to life, body, or health and under the Product Liability Act is unaffected by liability limitations.

14. Set-Off, Assignment, and Right of Retention

14.1 The Client may only offset claims or assert rights of retention against the Provider if these claims are legally determined or undisputed. The Client may only offset legally determined or undisputed claims against the Provider.

14.2 Assigning claims against the Provider to third parties is only permitted with the Provider's written consent.

15. Miscellaneous Provisions

15.1 The law of the Federal Republic of Germany applies exclusively, excluding international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.2 Amendments and supplements to agreements between the Provider and the Client, including these terms, must be in text form to be effective.

The place of performance and jurisdiction for Clients from Germany is Braunschweig. For international clients, it is Paraguay.

16. Notes on Kinesiology and Energy Medicine

16.1 Nature and Purpose of Kinesiology and Energy Medicine

The kinesiology and energetic sessions provided are intended to support well-being and promote balanced energy flow in the body. These services are not therapeutic or medical treatments and do not replace a diagnosis or therapy by a doctor. Kinesiology and energy medicine are complementary methods for enhancing self-awareness and inner balance.

16.2 Client Responsibility

The Client accepts kinesiology and energetic services at their own responsibility. Participation in individual sessions and seminars assumes that the Client will inform the Provider of any health limitations or specific needs before beginning to ensure safe and appropriate delivery.

16.3 Non-Guaranteed Results of Methods

Kinesiology and energy medicine have individual and varied effects. Thus, no guarantee is provided for specific results or changes. The goal of these methods is to activate self-healing abilities and foster balance in energy flow, as a complementary measure to support well-being.

Customer Information

Information Obligations for Contracts in Electronic Commerce Before Conclusion Pursuant to Article 246c EGBGB

The statutory right of withdrawal according to §13 BGB applies only to consumers within the European Union. Customers outside the EU do not have a statutory right of withdrawal unless such a right is applicable under the relevant national regulations or has been individually agreed upon.

Provider Identity

Institute and Consulting Practice for Kinesiology

Claudia Küsters

Manzana 9 Itati

5570 Mbocayati, Paraguay

Website: claudiakuesters.de

Email Address: sonne@claudiakuesters.de

Phone: +49 151 57745170

Essential Service Features

The essential features of the services are specified in the individual contract made with the Client. The services include individual sessions, seminars, or training courses tailored to the Client's individual needs.

Prices

All prices specified in the contract are total prices, inclusive of all taxes and charges.

Payment and Service Terms

Payment and service terms are governed by the Provider's General Terms and Conditions (AGB). The service delivery date is determined in the individual contract between the Provider and the Client.

Complaint Handling

The Provider does not participate in dispute resolution procedures before a consumer arbitration board. This also applies to international clients. Complaints can be submitted at any time by post or email using the contact details provided in Section 1 and will be addressed as promptly as possible.

Warranty Rights

Statutory warranty rights apply.

Contract Term and Termination

The contract term and termination conditions are based on the individual contract and the Provider's General Terms and Conditions (refer to Section 8 of the AGB).

Right of Withdrawal

If the Client is a consumer as defined by §13 BGB and the contract is concluded via remote communication, the Client has a statutory right of withdrawal. This right is especially applicable for consumers within the European Union. The Client will be informed of their right of withdrawal at the time of contract conclusion.