

# General Terms and Conditions (AGB)

of Flexyfit® Plus GbmH - FN: 295426a

Flexyfit® Plus GbmH (Flexyfit® Academy) is a private **private training and further education institution** which has set itself the goal of offering comprehensive training and further education programs in the adult education sector.

For reasons of better readability, the simultaneous use of masculine and feminine language forms is avoided. However, all personal designations apply equally to **all genders**.

## §1. Scope of application and conclusion of contract

These GTC apply to all contracts for the purchase of goods and the provision of educational services (courses, workshops, training courses) between Flexyfit® Plus GbmH (hereinafter "Flexyfit") and its customers.

- Target group: Our offer is aimed at persons of legal age regardless of their place of residence. The contract language is German, the applicable law is Austrian law.
- Conclusion of contract in the webshop: The presentation of the products is non-binding. By clicking the button [order with obligation to pay], the customer submits a binding offer. The contract is only concluded by our written order confirmation or by delivery of the goods.
- Delivery and shipping costs: If goods are shipped, delivery will be made by post, DHL or a comparable shipping service provider. If not all items ordered are immediately available, partial deliveries will be made. This will not result in any additional costs for you. The applicable shipping costs are displayed in the webshop or during the ordering process
- Deliveries outside the EU: Deliveries to countries outside the European Union may incur additional costs such as customs duties, import taxes or handling fees. These are not covered by Flexyfit and are to be borne by you as the recipient. Return shipments from non-EU countries are made at the customer's own expense and risk, provided that no statutory warranty rights have been breached.
- Customs clearance Switzerland: Deliveries to Switzerland are always shipped net (without Austrian VAT). Swiss import sales tax and any customs duties will be charged directly to the recipient by Swiss Post.
- Storage of the contract text: The text of the contract

is stored by Flexyfit® Plus GbmH. You can request your order data from us at any time after conclusion of the contract. The webshop also provides you with a print or save option immediately after sending the order.

- Change of contact details: The participant is obliged to notify Flexyfit immediately of any change to its contact details (in particular residential or business address, e-mail address and telephone number) as long as the contractual relationship has not been completely fulfilled by both parties. If the participant fails to do so, all declarations and correspondence shall be deemed to have been duly delivered if they are sent to the contact details last provided. All relevant contractual data is stored and can be viewed by the participant at any time via the personal login area.
- Language & Currency: The contractual and business language is German. All prices are in Euro.
- Exclusion of set-off (for entrepreneurs): Offsetting against claims of Flexyfit® Plus GbmH is only permitted if the counterclaim has been legally established or is undisputed.

## §2. Special features of educational services

### 2.1 Tax exemption

Flexyfit is a private educational institution. Remuneration for adult education is **exempt from VAT pursuant to § 6 para. 1 no. 11 lit a UStG**. Should the legal situation change, Flexyfit reserves the right to charge the statutory VAT.

### 2.2 Taxes for international clients

For customers residing outside the European Union, invoices are issued without Austrian VAT. Any import sales taxes or national duties in the country of destination shall be borne by the customer.

### 2.3 Registration and admission

- Prerequisites: Participation requires the fulfillment of specific criteria (minimum age, qualifications, certificates) according to the course description.
- Confirmation: A registration via the webshop or by form only becomes binding with our written confirmation of registration (after checking the documents).

- Health: By registering, the participant confirms that he/she is physically able to take part in the selected training course. A medical certificate is only mandatory if this is expressly required in the respective course description or if Flexyfit requests a certificate for professional reasons (e.g. in the case of health risk factors). Participation in the relevant training course is not possible without a required certificate

## 2.4 Digital learning platform (Academy account)

For all learning options (distance learning, face-to-face courses and individual tuition), participants receive access to the digital learning platform of Flexyfit Plus GmbH ("Flexyfit Academy"). In particular, this platform contains learning materials, scripts, videos, online modules and other digital training content. The provision of digital content within the meaning of the Austrian Distance and Off-Premises Selling Act (Fern- und Auswärtsgeschäfte-Gesetz, FAGG) begins with the activation of the Academy account. The participant expressly agrees that the provision of digital content begins before the end of the withdrawal period, and expressly confirms that his right of withdrawal thereby expires prematurely in accordance with § 18 FAGG.

## 2.5 Individual lessons (One2One)

One-to-one lessons (One2One) are individually agreed lessons between a participant and a Flexyfit Plus GmbH trainer. Agreed dates are binding. It is only possible to reschedule an appointment free of charge if this is communicated in writing at least 48 hours before the appointment. In the event of cancellation at short notice or no-show, the appointment is deemed to have been consumed.

## §3. Terms of payment and default

- Due date: The fee is due in accordance with the individual agreement (payment slip, cash payment or webshop payment). Day courses must be paid in full before the start of the course.
- Payment in installments: When paying in installments, the price increases by a surcharge agreed in advance
- Interest on arrears: In the event of late payment, statutory interest on arrears applies (4% p.a. for consumers). Flexyfit reserves the right to exclude participants from lessons in the event

of outstanding payments until the amounts due have been settled.

- Reminder and collection charges: In the event of default, the participant undertakes to reimburse Flexyfit for the dunning and collection expenses incurred, insofar as they are necessary for appropriate legal action. This includes, in particular, the fees of any collection agency engaged in accordance with the maximum statutory rates. If Flexyfit handles the dunning process itself, the debtor undertakes to pay an amount of EUR 18.00 per reminder and an amount of EUR 25.00 per six-month period for keeping records.

## §4. Statutory right of withdrawal (right of revocation)

### 4.1 Revocation according to FAGG

Consumers may withdraw from the contract within 14 days without giving reasons. In the case of services, the period begins with the conclusion of the contract, in the case of purchase contracts on the day on which the consumer acquires possession of the goods (or in the case of partial deliveries on the last goods). In order to exercise the right of withdrawal, the customer must inform Flexyfit by means of a clear declaration (e.g. letter or e-mail).

### 4.2 Right of withdrawal for customers outside the EU/EEA

For customers residing outside the European Union or the European Economic Area, there is no statutory right of withdrawal under the Austrian Distance and Off-Premises Transactions Act (FAGG). However, Flexyfit grants these customers a contractual right of withdrawal of 14 days from the conclusion of the contract, unless the provision of services has already begun or digital content has been activated before the expiry of this period. Repayment shall be made exclusively in euros.

### 4.3 Exceptions to the right of withdrawal

The right of withdrawal does not apply to:

- Goods manufactured according to customer specifications.
- Sound or video recordings or computer software in sealed packaging, provided the seal has been removed after delivery.
- Services that have already been provided in full (in the event of early commencement upon

express request).

- Digital content, if the execution was started with the express consent of the customer and the customer's knowledge of the loss of the right of withdrawal before the expiry of the deadline.

#### 4.4 Withdrawal according to § 3 KSchG

If a consumer does not submit his contractual declaration on Flexyfit's business premises (e.g. trade fair, doorstep selling), he may withdraw from the contract within 14 days. The period begins with the delivery of a document containing the instructions on the right of withdrawal.

### §5. Cancellation (outside the statutory right of withdrawal)

#### 5.1 Cancellation conditions

Cancellations can only be accepted in writing. The following fees apply:

- Up to 15 days before the start: 25 % of the course costs.
- From 14 days before the start: 50 % of the course costs.
- From the first day of the course / no-show: 100% of the course costs, unless other mandatory statutory rights apply. The participant reserves the right to prove that Flexyfit has incurred no or significantly less damage.

Please note that our training courses are personal and therefore not transferable to third parties. Cancellations must be made in writing.

#### 5.2 Special regulations for subsidies (e.g. AMS, SGB II/III)

If a funded participant cancels the measure without good reason, he/she shall bear the costs and any cancellation fees incurred if the funding body refuses to pay.

### §6. Course organization and cancellation and postponement of face-to-face events

#### 6.1 Subject to change:

As face-to-face events are planned on a long-term basis, Flexyfit® Plus GmbH reserves the right to make changes to dates, times, venues and the use of substitute trainers or speakers if

this is necessary for organizational, personnel or commercial reasons. Participants will be informed of such changes in good time and in a suitable form.

#### 6.2 Minimum number of participants:

The implementation of attendance phases is subject to a minimum number of participants. If this minimum number is not reached, Flexyfit® Plus GmbH is entitled to cancel the event, postpone it to a later date (up to a maximum of 4 months from the original date) or rebook the participant for another equivalent learning option (e.g. distance learning or individual tuition). The participant will not incur any additional costs, even if the alternative learning option normally incurs higher fees (e.g. individual support). If the selected alternative learning option is cheaper than the originally booked option, the difference in course fees will be refunded on a pro rata basis. There is no entitlement to the implementation of the originally booked attendance form, provided that an equivalent substitute with the same training objective is offered.

#### 6.3 Adaptation of ongoing attendance phases:

Flexyfit® Plus GmbH is entitled to adjust the schedule of events already in progress or to combine them with events of equivalent content if this is necessary for organizational reasons. The training objective must not be impaired by such adjustments. There is no entitlement to a specific form of implementation, provided that an equivalent substitute is offered (e.g. change to a virtual live format or individual instruction).

#### 6.4 Limitation of liability:

Compensation for damages over and above the reimbursement of the course fee (such as travel and hotel costs, loss of earnings or other consequential damages) is excluded. This exclusion does not apply to damages caused by Flexyfit® Plus GmbH intentionally or through gross negligence.

### §7. Attendance and conclusion

#### 7.1 Compulsory attendance

If attendance is compulsory for a course, the required level of attendance can be found in the respective course description or course overview. Attendance is a prerequisite for receiving the final certificate or diploma.

## 7.2 Compulsory attendance at subsidized training courses (e.g. AMS, WAFF, SGB II/ III)

A minimum attendance rate of 80% applies to subsidized training courses. Attendance times must be documented by the participant after each course day by means of a confirmation from Flexyfit. The participant is responsible for submitting the complete and correct attendance record to the relevant funding body in good time. Flexyfit accepts no liability for loss of funding due to missing or late submission of attendance records by the participant.

## 7.3 Closing deadlines

Courses including examinations must **within 12 months of the start of the course** be completed. An extension of the course duration is possible, but is subject to a fee.

## 7.4 Costs for missed or not completed appointments

All course-relevant units (e.g. attendance dates, technical discussions, examinations, practical instructions, individual teaching units, coaching or feedback appointments) that have not been completed within the scheduled training period of 12 months from registration are considered forfeited and must be made up for at a charge. This applies regardless of whether the unit in question was previously attended, actively missed or not used from the outset. It is not possible to make up or extend the included services free of charge after the 12-month period has expired. Catch-up appointments, repetitions or rescheduled sessions will be charged in accordance with the applicable rates or repetition fees of Flexyfit® Plus GmbH. The current rates are available on request.

## §8. Liability and copyright

- Exclusion of liability: Flexyfit shall be liable for damages in accordance with the statutory provisions. Flexyfit shall only be liable for property damage and financial loss in the event of intent or gross negligence. Liability for personal injury remains unaffected. Please note that Flexyfit does not provide insurance. You are responsible for ensuring that you have adequate insurance cover (e.g. accident or liability insurance).
- Field of activity: The training does not entitle the holder to practise medicine or medical ac-

tivities.

- Copyright: All scripts and documents are the intellectual property of Flexyfit. Reproduction or distribution is prohibited.
- Copyright website & digital content: All texts, images, graphics, videos and the design of the website and webshop are the intellectual property of Flexyfit® Plus GmbH. Any use, editing, reproduction or distribution - even in part - is prohibited without express written consent.
- Exclusion: Consumption of addictive substances or gross misconduct will lead to immediate exclusion without entitlement to a refund if this jeopardizes the proper course of the training or the safety of other participants.
- Product liability / recourse: Claims for recourse under the Product Liability Act are excluded unless the defect is demonstrably the responsibility of Flexyfit® Plus GmbH and was caused at least by gross negligence

## §9. Data protection and image rights

- Data processing: Personal data is processed exclusively for contract processing, customer support and audit trails. You can find detailed information on data processing, your rights under the GDPR, storage duration, processors and purpose limitation in our full privacy policy at the following link: <https://www.flexyfitacademy.com/impressum>
- Photo and video recordings: The participant can voluntarily consent to photo and video recordings being made as part of the training and may be used by Flexyfit for the following purposes: Website, social media, printed materials and other advertising material. This consent is voluntary and not a prerequisite for participation. The participant can revoke their consent in writing at any time with effect for the future. Recordings already published remain unaffected by the revocation. After a revocation, the participant will not be shown in future recordings if possible, or only unrecognizable.

## LEGAL CANCELLATION POLICY ACCORDING TO FAGG

This statutory right of withdrawal applies exclusively to distance selling contracts or contracts concluded outside of business premises within the meaning of the German Distance and Off-Premises

Selling Act (Fern- und Auswärtsgeschäfte-Gesetz, FAGG).

### **1. Statutory right of withdrawal**

The consumer has a statutory right of withdrawal of 14 days from the conclusion of the contract. However, this right of withdrawal expires prematurely if Flexyfit Plus GmbH begins to fulfill the contract (provision of access to the digital training content) after the customer has expressly agreed that the fulfillment of the contract will begin before the expiry of the withdrawal period and has confirmed that he thereby loses his right of withdrawal.

### **2. Premature expiry for digital content**

The statutory right of withdrawal for digital training content (e.g. online access) expires prematurely as soon as provision of the content begins. In particular, the activation of the personal Academy account is deemed to be the start of provision.

The prerequisite is that you have expressly consented to us commencing performance of the contract before the 14-day withdrawal period has expired and you have confirmed that you will lose your statutory right of withdrawal as a result.

### **3. Exercise of revocation**

To exercise your right, you must inform us (Flexyfit Plus GmbH, Dietrichgasse 27 E.EG2, 1030 Vienna, Fax: +43 1 997 27 38-33, E-Mail: info@flexyfitacademy.com) of your decision by an unequivocal statement (e.g. a letter sent by post, fax or e-mail).

Timely dispatch of the notification before the expiry of the 14 days is sufficient to comply with the deadline.

### **4. Consequences of revocation**

In the event of an effective revocation, we will refund all payments received within fourteen days of receipt of your notification at the latest. For the refund, we will use the same means of payment that you used for the original transaction. Return of material: If you have received physical distance learning material, you must return it to us within 14 days at the latest. You bear the direct costs of returning the material. You only have to pay for any loss in value if this is due to handling of the material that is not necessary to check its condition.

For returns from non-EU countries, you bear the direct costs of the return shipment. Depending on the country, these may be considerably higher than within the EU.

Imprint and AGB version see last page (# 8).

# General Terms and Conditions (GTC) for distance learning programs

of Flexyfit® Plus GbmH - FN: 295426a

These regulations apply exclusively to distance learning courses and take precedence over the general terms and conditions of Flexyfit Plus GmbH. For face-to-face events, only the cancellation conditions according to §5 of the general terms and conditions apply.

Flexyfit® Plus GmbH (Flexyfit® Academy) is a private **private training and further education institution** which has set itself the goal of offering comprehensive training and further training programs in the adult education sector.

## §1. General provisions

### 1.1 Language form:

For reasons of better readability, the simultaneous use of male and female language forms is avoided. Nevertheless, all personal designations apply equally to all genders.

### 1.2 Language & Currency:

The contract, order and business language is German. Invoicing shall be in euros.

### 1.3 Warranty:

Flexyfit® Plus GmbH accepts no liability for printing or typographical errors in its publications and Internet pages.

## §2. Scope of application and our distance learning programs

1. Country-specific approval (ZFU): The distance learning courses offered by Flexyfit® Plus GmbH specifically for the German market have been tested and approved by the State Central Agency for Distance Learning (ZFU). They comply with the statutory provisions of the German Distance Learning Protection Act (FernUSG).
2. International courses (e.g. Austria): Distance learning programs outside Germany (especially in Austria) are subject to the respective national regulations. There is no ZFU certification for these international courses, unless this is explicitly stated; the quality of the content and the degree remain unaffected by this.
3. GTC hierarchy: These "General Terms and Conditions for Distance Learning Courses" apply pri-

marily to all distance learning courses. In addition, the general "General Terms and Conditions of Flexyfit® Plus GmbH" (contributory) shall apply. In the event of contradictions, the provisions for distance learning courses shall take precedence.

4. Inspection: The current GTC are enclosed with the registration and can be viewed at any time at <https://www.flexyfitacademy.com/impresum>.

## §3. Conclusion of contract and (distance) study start

The contract becomes effective as soon as Flexyfit® Plus GmbH confirms the registration in writing. The statutory withdrawal period begins with the conclusion of the contract. The first installment of the distance learning fees is due at the beginning of the contract, further installments on the 1st working day of the following month. At this time, the monthly distance learning services are also provided in accordance with the course schedule.

## §4. Fees, due date and notice period

1. Scope of services: The fees listed in the distance learning course include all the services required for a successful course according to the service description.
2. Payment method: The fees are due on the 1st working day of each month. If a SEPA mandate has been issued, collection will take place on the due date
3. Pre-notification: The deadline for pre-notification is shortened to one day for the first and all subsequent direct debits. The participant undertakes to cover the account. Costs arising from non-payment or chargeback shall be borne by the participant.

## §5. Termination of the distance learning contract

The distance learning course can be terminated for the first time at the end of the first semester with a notice period of 6 weeks. Thereafter, termination is possible at any time with a notice period of 3 months. Notice of termination must be given in text form. The right to terminate for good cause remains unaffected for both parties. **The minimum term is 6 months**

## §6. All services - one price

The fees listed in the distance learning course include all services necessary for a successful course of study.

## **§7. Place of jurisdiction and dispute resolution**

1. In the case of distance learning, the place of jurisdiction is the place of residence of the contractual partner.
2. Arbitration board according to ASStG / ODR regulation: Flexyfit does not participate in any mandatory dispute resolution proceedings before a consumer arbitration board.

However, you have the option of voluntarily involving an arbitration board:

- Internet Ombudsman: [www.ombudsstelle.at](http://www.ombudsstelle.at)
- Online dispute resolution platform of the EU: <https://consumer-redress.ec.europa.eu>

If you have any complaints, you can contact us at any time at [info@flexyfitacademy.com](mailto:info@flexyfitacademy.com).

## **REVOCAION POLICY & CULINARY SOLUTION FOR DISTANCE LEARNING OFFERS**

Distance learning offers are distance selling contracts within the meaning of the Distance and Off-Premises Selling Act (FAGG), provided that the contract is concluded online, by telephone or by e-mail.

### **1. Statutory right of withdrawal**

The consumer has a statutory right of withdrawal of 14 days from the conclusion of the contract. However, this right of revocation expires prematurely if Flexyfit Plus GmbH begins to fulfill the contract (provision of access to the digital training content) after the customer has expressly agreed that the fulfillment of the contract will begin before the expiry of the revocation period and has confirmed that he thereby loses his right of revocation. The withdrawal period and has confirmed that he thereby loses his right of withdrawal.

### **2. Premature expiry for digital content**

The statutory right of withdrawal for digital training content (e.g. online access) expires prematurely as soon as we start providing the content. The prerequisite for this is that you have expressly agreed that we start fulfilling the contract before the 14-

day withdrawal period expires and you have confirmed that you will lose your statutory right of withdrawal as a result.

### **3. Voluntary right of withdrawal (Flexyfit goodwill solution)**

Irrespective of the expiry of the statutory right (point 2), Flexyfit grants you an extended, voluntary right of withdrawal within the first 14 days from the conclusion of the contract. However, this right only exists as long as the use of the digital content has not exceeded the following limits:

- a maximum of two open compartments,
- a maximum of six started learning videos and
- a maximum of two accessed or downloaded scripts/learning materials.

As soon as one of these usage limits is exceeded, this voluntary right of withdrawal is also excluded and the service is deemed to have been used in full.

### **4. Exercise of revocation**

In order to exercise your right, you must inform us (Flexyfit Plus GmbH, Dietrichgasse 27 E.EG2, 1030 Vienna, Fax: +43 1 997 27 38-33, E-Mail: [info@flexyfitacademy.com](mailto:info@flexyfitacademy.com)) of your decision by means of a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the deadline, it is sufficient to send the notification before the 14 days have expired.

### **5. Consequences of revocation**

In the event of an effective revocation, we will refund all payments received within fourteen days of receipt of your notification at the latest. For the refund, we will use the same means of payment that you used for the original transaction. Return of material: If you have received physical distance learning material, you must return it to us within 14 days at the latest. You bear the direct costs of returning the material. You only have to pay for any loss in value if this is due to handling of the material that is not necessary to check its condition. For returns from non-EU countries, you bear the direct costs of the return shipment. Depending on the country, these may be considerably higher than within the EU.

Imprint and AGB version see last page (# 8).



## Imprint

Flexyfit® Plus GmbH  
Office & Training Center (Head Office)  
Dietrichgasse 27, E.EG2 | A-1030 Vienna

Hotline: +43 1 997 27 38

Fax: +43 1 997 27 38-33

Website: [www.flexyfitacademy.com](http://www.flexyfitacademy.com)

E-mail: [info@flexyfitacademy.com](mailto:info@flexyfitacademy.com)

Authority according to ECG:  
Municipal district office of the III. district

FN: 295426a

UID-No.: ATU63526401

Registered office (head office): Vienna

Legal form: GmbH

Member of the WKO, Professional Group:

General trade

Professional group:

Training & further education

The company's activities are subject to the Trade Regulation Act, available at [[www.ris.bka.gv.at](http://www.ris.bka.gv.at)].

Object of the company:

Training company, member of the WKO, General Trade Section. The warranty is provided in accordance with the statutory provisions.

Platform of the EU Commission for online dispute resolution:

<https://consumer-redress.ec.europa.eu>

Commercial register court: HG Vienna

Place of performance: registered office of the company

Media owner, editor and publisher

Flexyfit® Plus GmbH

Managing Director: Andreas Fuchs

Authorized signatory: Melanie Brandstätter, Bakk.

Information, data information and complaints at:

[info@flexyfitacademy.com](mailto:info@flexyfitacademy.com)

Bank details:

Raiffeisenbank Walgau-Großwalsertal

Account wording: Flexyfit® Plus GmbH

IBAN: AT79 37458 0000 1029156

BIC: RVVGAT2B458

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