

Standard Terms and Conditions B2B

Updated: December 12, 2017

Please take the time to read these standard terms and conditions carefully before using the services of Dr. Nicole Pfeffermann. You hereby declare to be legally bound by these conditions. These standard terms and conditions apply for all business-to-business Internet platforms, sub domains, and all services offered by Dr. Nicole Pfeffermann.

The **Standard Terms and Conditions (STC) focuses on business-to-business relations (B2B)**, completed by the Privacy Policy and Social Media Standards.

Should you have any comments and questions, please contact Dr. Nicole Pfeffermann via e-mail np@npfeffermann.de or postal service: Dr. Nicole Pfeffermann, c/o Startplatz, Speditionstraße 15A, D-40221 Düsseldorf, Germany.

Preamble

Dr. Nicole Pfeffermann offers (online) seminars and programs including products, such as publications, ebooks, communication journal, as well as consulting services with a subscription-based digital platform for creative professionals and partners.

You conclude a legal agreement with Dr. Nicole Pfeffermann, c/o Startplatz, Speditionstraße 15A, D-40221 Düsseldorf, Germany, Tax ID DE297565725.

You agree that services are provided in Germany (except for business trips) and, therefore, the laws of the Federal Republic of Germany apply.

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I. Conditions for Services

§ 1 Definitions, Scope and Generals

(1) Definitions:

- The **Standard Terms and Conditions** of Dr. Nicole Pfeffermann and additional conditions for specific services referred to hereafter as "**STC**".
- Dr. Nicole Pfeffermann, referred to hereafter as "**NP**", offers (online) seminars and programs including products, such as publications, ebooks, communication journal, as well as consulting services with a subscription-based digital platform for creative professionals and partners.
- All professional services are offered digital and/or in-person (referred to hereafter as "**NP Services**").
- "**NP Client**" is a natural and legal person, who uses NP Services. The NP Client is also part of the "**NP Community**".
- Subcontractors are also referred to as "**Agents**".
- "**Content**" includes any data source and information and contribution of the NP Client and third parties, submitted or created in digital and physical form, processed, transmitted, shared, commented on, evaluated and stored, such as logo files, videos, images, samples and co-creation activities, text.
- "**Personal Data**" is all "details of personal or material circumstances of an identified or identifiable natural person (data subject)" (nach BDSG, §3 (1)).

- (2) The contract is closed with Dr. Nicole Pfeffermann, c/o Startplatz, Speditionstraße 15A, D-40221 Düsseldorf, Germany, Tax ID DE297565725.
- (3) The NP Client agrees that explanations, information and any document related to NP Services are received electronically, unless otherwise provided. NP is allowed to send statements, information and any document by mail.
- (4) NP Services are exclusively directed to a legal person who has attained the age of 18 years.
- (5) NP Services are non-binding.
- (6) NP Services are delivered solely on the basis of the STC. The STC also applies to all future business relations with the client, even if they are not expressly agreed again. The inclusion of standard terms and conditions of the client that contradict these STC is thereby contradicted.
- (7) NP is entitled to transfer rights and obligations completely or partially to Agents, if this is necessary for creating value and delivering NP Services.
- (8) In case of merger & acquisitions, all rights and obligations are transferred to the new owner or shareholders.
- (9) These STC are available under "STC B2B" on the Internet platforms, and can be printed and stored locally.
- (10) NP is entitled to update and modify the STC B2B at any time. If the conditions are changed, a new copy will be published on all NP Internet platforms and a short note is displayed. The NP Services rely on the current version of the STC at the time of agreement.

§ 2 Object of Agreement, Constituents and Conclusion

- (1) The contract is concluded between the NP Client and NP.
- (2) The NP Client fully accepts and agrees to these conditions.
- (3) NP services are described on the Internet platform or in a proposal which is sent out via e-mail or postal service (last version).

(4) Conclusion NP Client – Online purchase via web form:

- i. The online presentation of NP Services on the Internet platform is a non-binding invitation to purchase or register on the NP Internet platform.
- ii. By clicking the button to order or register online the NP Client sends a binding purchase offer (§ 145 BGB) by submitting the completed purchase form with all required information. Advanced payment via the online payment provider PayPal or money transfer to the bank account.
- iii. The NP Client receives an automatic e-mail notification.
- iv. After checking the data – without prior acceptance – NP sends out the order confirmation via e-mail including invoice via e-mail and/or postal service. The contract is closed. If the seminar or program is fully booked, the NP Client will receive a response as an information that the attendance is not possible.

(5) Conclusion NP Client – Proposal via e-mail or postal service:

- i. NP Services are offered in written form as a proposal, which is send via e-mail to the prospective NP Client.
 - ii. After receiving a written confirmation of the proposal via e-mail and/or postal service, NP sends out the order confirmation via e-mail including invoice via e-mail and/or postal service. The contract is closed. Advanced payment via the online payment provider PayPal or money transfer to the bank account or otherwise written confirmation about payment conditions in the contract.
- (6) NP Services does not include any legal examination or examination of licenses or other protection laws. It only applies when it is explicitly charged.
 - (7) NP Services are only assured within the necessary freedom. Acceptance may not be refused for reasons of design and creativity.
 - (8) NP offers NP Internet platforms with data and information / Content provided by the NP Client (marketplace). NP is not a contract partner or party of any legal agreement between the NP Client and third parties, which includes users of the NP Internet Platforms (NP Community).
 - (9) The integral parts of the contract are: STC, web form or proposal (latest version), Privacy Policy and Social Media Standards.
 - (10) NP is not obliged to close a contract. This applies particularly to justifiable doubts as to not receive truthful data and information / Content and ethical, moral standards and behaviors that affect a good business relationship or does not allow it. NP is entitled to immediately cancel the contract (also after conclusion).

§ 3 General Conditions and User Obligations

- (1) The NP Client is obliged to submit and send NP content in time, necessary for delivering NP Services including providing easy access to data and information / Content in the required quality. NP is informed of new circumstances that directly

and indirectly affects the quality and delivery of NP Services. This also applies to new information and circumstances which come to light at any moment. If this condition is not met, in time lag or poorly, and non-valid data and information / Content is received by NP, NP reserves the right to decline NP Services in full, time-delayed or withdraw from the contract in the extreme case (unilateral withdrawal).

- (2) The NP Client is obliged to only use the official company, no superfluous punctuation and symbols, no evidence of a name for non-use or false identities if using the NP Internet platforms and any NP Services. NP reserves the right to directly delete the NP Client's data and information / Content, terminate the contract, and follow up with legal consequences.
- (3) The NP Client agrees to keep data always up-to-date according to §15 TMG and to §§28 and 29 BSDG. Otherwise submit any amendment via e-mail.
- (4) The NP Client agrees to primary get in touch with the contact person for any services, questions, comments, and information related to NP Services and NP Internet platforms.
- (5) The NP Client expressly agrees to not provide any data and information / Content or any place, which goes against legal regulations, the law or offend common decency, humanity and culture, such as racism, nudeness, alcohol, harassment and prejudices against minorities, specific persons, subgroups, systems, organizations or associations, protected animals, resources, and plants, drugs and addictions, any type of abuse (e.g. mental, emotional, physical, spiritual and psychological), (fresh) food and drinks in unethical situations, non-legal paragraphs/citations and works, disrespectful language, words and expression, criminal behavior and violence. NP reserves the right to directly delete the NP Client's data and information / Content, terminate the contract, and follow up with sanctions and legal consequences.
- (6) The NP Client is obliged to not share access data and contract information with others and use access data highly confidential and with diligence. In case of security breach or unauthorized access to user accounts, the NP Client agrees to directly inform NP via e-mail or any other contact channel.
- (7) **Recommendation:**
The NP Client expressly agrees that recommendations, reviews, comments, and ratings about the Client's behavior on the NP Internet platforms can be made publicly available. This includes the active display of recommendations, ratings, and review comments on the NP Internet platforms. It promotes transparency and optimization and is visibly displayed in text form and other symbols. NP is not responsible for the evaluation and content. NP does qualitative, individual views of recommendations, reviews, comments and conduct evaluations and checks in so far as it is possible for NP. NP has no obligation to review the recommendations, reviews, comments, and ratings.
- (8) **Indemnification:** The NP Client shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") NP and its directors, officers, employees, agents, stockholders and Affiliates (collectively, "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to any breach of any representation or warranty of NP Client contained in this contract, any breach or violation of any covenant or other obligation or duty of the NP Client under this contract or under applicable law, use of goods by the indemnitee, product defect or liability claims or claims arising out of personal injury, in each case whether or not caused by

the negligence of NP or any other Indemnified Party and whether or not the relevant claim has merit.

- (9) **Usage rights:** The NP Client hereby grants and assigns to NP the exclusive, sole, permanent, world-wide, transferable, sub-licensable and unlimited right to reproduce, publish, distribute, transmit, make available or otherwise communicate to the public, translate, publicly perform, archive, store, lease or lend and sell the Content or parts thereof individually or together with other Contents and/or works in any language, in all revisions and versions (including soft cover, books, collected editions, reprints or prints to order, audio and video files), in all forms and media of expression including in electronic form (including offline and online use, push or pull technologies, use in databases and data networks (e.g. the Internet) for display, print and storing on any and all stationary or portable end-user devices, e.g. text readers, audio, video or interactive devices, and for use in multimedia or interactive versions as well as for the display or transmission of the Content or parts thereof in data networks or search engines, and posting the Content on social media accounts closely related to the Work, in whole, in part or in abridged form, in each case as now known or developed in the future, including the right to grant further time-limited or permanent rights. It will have a copyright notice inserted into all publications. NP especially has the right to permit others to use individual illustrations, tables or text quotations and may use the Content for advertising purposes. For the purposes of use in electronic forms, NP may adjust the Content to the respective form of use and include links (e.g. frames or inline-links) or otherwise combine it with other works and/or remove links or combinations with other Content and created work provided in the Content. The NP Client retains the right to communicate the Content to others, to share the Content with others, to perform or present the Content or to use the Content for non-commercial internal and educational purposes based on specific license models.
- (10) The NP Client agrees to deliver the Content to the responsible contact person on a date to be agreed upon, electronically in a format as agreed in writing with NP. The Content shall be adapted to form and design of the NP Internet platform in line with standards and the instructions (received per e-mail after order confirmation).
- (11) NP will undertake the publication and distribution of the Content in print and electronic form at its own expense and risk within a reasonable time after it has given notice of its acceptance of the Content to the NP Client in writing.
- (12) The NP Client assures to be the holder of the necessary rights to use the data and information / Content provided by the NP Client, which includes:
- a) not transferred to third parties or encumbered with the rights of third parties,
 - b) third parties have not been entrusted and contracted with it and
 - c) are no other contractual or legal obligations in the contract, which could hinder the delivery of NP Services.
- (13) NP does not pay any license costs or usage costs for data and information / Content, related to the contract and received by NP.
- (14) The NP Client agrees that all rights to the data and information / Content of the platform and the NP Internet platforms hold by NP. The NP Client is not allowed to reproduce, distribute and or disclose data and information / Content, which is submitted and shared by NP or third parties on the NP Internet platforms.

- (15) The NP Client agrees to not directly or indirectly sell, export, forward and distribute, transform or transfer NP Services or parts of it and not use it so that others believe to use NP Services or directly interact with NP.
- (16) The NP Client agrees to not make irreversible, technical, substantial and content-related changes to or damage the item for loan and return the item for loan to the sender immediately after the loan period ended; if the item for loan is irreversibly, technically, substantially or content-related changed, damaged or not returned after the loan period has ended, the item for loan is fully charged (purchasing price) and the invoice must be paid immediately.
- (17) The NP Client is not authorized to send chain letters, promotional emails or unwanted emails linked to NP. This includes the agreement that the NP Client does not use domain names for pseudonymous e-mail addresses or spread viruses and other malicious files in the NP Community or via the NP Internet platforms.
- (18) The NP Client signs required legal agreements, such as GEMA, VG Wort, etc. for its own account. The cost for any additional expense, which is attributable to the fact that the NP Client has failed to comply with an obligation, can be charged separately via invoicing.
- (19) The NP Client agrees to register online in advance for participating in a specific NP event including acceptance of additional event conditions and valid event ticket per person printed or electronically and ID (passport) for entrance.

§ 4 Fees and General Payment, Billing

- (1) Charges on the respective NP Service on the NP Internet Platforms are total amounts (contain all price components) excluding delivery and return [shipping] costs.
- (2) Travelling costs for customer advisory services and agency services always charged separately each month and must be paid immediately.
- (3) Advanced payment: After the order confirmation is received, the payment must be made immediately via the online payment service PayPal or via Euro bank transfer to the business bank account. For consulting and agency service projects the payment must be made immediately or otherwise as agreed in written form.
- (4) The tax identification number and submitted data is checked before invoicing.
- (5) The invoice will be sent electronically via e-mail with the order confirmation and/or via postal service.
- (6) For non-payment, a reminder (overdue notice) will be sent after 10 days. Reminder fees are 5.00 Euro and postage. After three reminders, the procedure is forwarded to a collection agency and legal consequences follow. The costs incurred must be paid by the NP Client.
- (7) Any additional costs and expenses, which are out of scope of the specific registered or ordered NP Service by the NP Client, are not covered by NP: Licensing costs, hardware costs, searching, database or system access, entrance fees, printing costs, marketing, web hosting & facilities costs, space and office rent, services of third parties (such as internal invoicing, GEMA, electricity, WLAN, Internet access), etc.
- (8) All non-contractual services (e.g. consultant fees or agency services) are charged additionally. After invoicing, the amount must be paid immediately.

- (9) The NP Client only uses a law to maintain when a counter-request has been legally established or is not disputed by NP. The NP Client can create a lien only if the counterclaims request is based on the same contract.

§ 5 Place of Performance and Delivery

- (1) NP is allowed to choose work locations (e.g. co-working spaces, office, Client's headquarter) or it is agreed on in written form.
- (2) The delivery time and channel are always as agreed.
- (3) The delivery channel, according to the offer, can be varied as follows:
- (1) electronic
 - (2) in-person
 - (4) e-mail + download link
 - (5) print form
 - (6) postal service
 - or a mixture of (1) to (6).
- (4) If the work results / deliverables are processed and enriched with external data sources and information, NP acquires joint ownership of the new item in proportion to the objective value of the work results / deliverables to the processed information at the time of processing. The same applies to the case of mixing. If the mixing is done in such a way that the work results / deliverables are the main foundation it is in proportion of joint ownership. Otherwise a different agreement must firmly be agreed and reimbursed.

§ 6 Warranty Claims and Liability

- (1) If a training, seminar, and Q&A session, project meeting, event or appointment must be rescheduled due to unforeseen circumstances, expenses and any costs are not reimbursed and no entitlement to a reduction in invoice or payment.
- (2) Design, shape or other changes, such as technological, due to the improvement of technology or to requirements of the law, are reserved during the delivery period, assuming that NP Services have not significantly changed and the changes are reasonable for the NP Client.
- (3) Only web forms via NP Internet Platforms or official proposal information is valid – not any public recommendations or promotional materials.
- (4) The NP Client is obliged to investigate promptly and with attention to the quality and quantity and report obvious defects within 7 working days from receiving deliverables / work results. To meet the deadline, the time stamp/dispatch is sufficient. This also applies to later found defects from discovery. In case of violation of investigation and reprimand the assertion of warranty claims is excluded.
- (5) In case of defects NP will repair or replace (supplementary service). In case of repair, NP must not bear the increased costs incurred by the shipment of the NP Services to another place of performance, provided that the shipment does not comply with the intended use of the NP Services.
- (6) Unlimited liability: NP is liable without limitation for intent and gross negligence and in accordance with the Product Liability Act. For slight negligence NP is liable for damages resulting from injury to life, limb and health of people.

- (7) The following limited liability applies: With slight negligence NP is only liable in case of breach of a contractual obligation whose fulfillment is essential to the proper execution of the contract and on the fulfillment of the NP Client may regularly rely (cardinal obligation). The liability for slight negligence: the amount must be closely confined projected for the foreseeable contractual damages that are generally associated. This limitation also applies in favor of the Agents.

§ 7 Duration and Termination

- (1) The contract ends with delivery (duration: as agreed); with the exception of online subscription products, which end after 12 months from delivery date (duration: 12 months) or loan agreement, which ends after 6 months from delivery date (duration: 6 months).
- (2) Either party shall be entitled to terminate this contract forthwith by notice in writing to the other party if the other party commits a material breach of the terms of the contract which cannot be remedied or, if such breach can be remedied, fails to remedy such breach within 28 days of being given written notice to do so. Additionally, cancellation is possible in case of:
- a. a ticket which is purchased on the external online event platform eventbrite, depending on the event conditions from 0 to 30 days resignation including 100% reimbursement of ticket price; or
 - b. right in return for unsatisfactory online subscription products within the first 100 days from order date with 100% reimbursement excluding administration fee and 50% loan item fee.
- (3) On termination of this contract in accordance with its terms, all rights and obligations of NP and the NP Client under this contract will cease immediately, except that any terms of this contract that expressly or by implication survive termination of this contract shall remain in full force and effect.
- (4) A termination must be in written form sent to the following address: Dr. Nicole Pfeffermann, Speditionstraße 15A, D-40221 Düsseldorf, Germany.
- (5) Termination for cause:
- Non-compliance;
 - Violation against contractual obligations and declarations;
 - Advertising for associations or communities—or their methods, initiatives, projects or activities—which are observed by security or youth protection authorities;
 - Impact on the reputation and brand image of NP and NP Services or direct damages; or
 - The NP Client is a member of a sect or a controversial faith and politics community in Germany and/or abroad.
- (6) If there is good cause NP can impose the following sanctions on NP Client, irrespective of a contract termination:
- Deletion of data and information / Content;
 - Blocking of the account / access to NP Services;
 - Issue a warning.

The claim of NP Client for repayment of any advanced payments in case of termination for cause and good cause is excluded.

§ 8 Data and Information, Responsibility and Availability

- (1) NP reserves the copyrights on all provided documents, services and deliverables.
- (2) NP grants the NP Client the usage right for information and deliverables needed for a specific NP Client's purpose. Unless expressly agreed otherwise in writing, only simple usage rights may be exercised in each case. A transfer of usage rights to third parties needs prior written agreement. Unless explicitly agreed, it is based on apparent purpose related to the contract and deliverables. The usage right are only assured after full payment.
- (3) NP reserves to verify content and initiate legal consequences in case of suspected disregard of copyright, trademark protection, other legal, ethical or political non-justifiable points as well as misinformation / false data.
- (4) NP reserves the right to report and pass on provided content to the contractor, other third parties or to the investigating authorities. NP has the same rights with objectionable services or the abuse of NP Services or breach of the STC.
- (5) The NP Client accepts that a 100% availability of Internet platforms and NP Services is not feasible technically and physically. NP strives to keep access and responsiveness to data and information / Content available. (e.g. disruptions in public communication networks, power failures, etc.). Maintenance, security or capacity issues and events that are not in the sphere of control of NP can lead to malfunctions or temporary interruptions of the NP Services and Internet platforms.
- (6) In case of change in partnership agreement data and information / Content may be disclosed to the general investor and new owner without prior authorization.
- (7) Confidentiality clause: The NP Client and NP agree on the confidentiality of the content and conditions of the contract, in settlement findings and of not publicly known documents and information. This duty of confidentiality applies even beyond the termination of the contract.
- (8) The NP Client and NP ensure that employees, assistants and subcontractors/Agents treat information as confidential as in the Confidentiality clause agreed.
- (9) For the protection of data and information / content, during the processing and in pending projects from the NP Client to NP or NP to the NP Client—in any form—and in the delivery process, the NP Client bears the risk.

§ 9 Copyright and Trademark Rights

- (1) The NP Client is not entitled to use NP logos, brand names and intellectual property without prior consent - except documents which are marked or available in public.
- (2) The NP Client is not authorized to copy or imitate part of the design and appearance of NP Internet platforms, documents and NP Services.
- (3) The NP Client is not authorized to remove, conceal or alter texts, copyright or proprietary notices.
- (4) NP is entitled to use work results / deliverables for advertising purposes in any media at any time and channel.

§ 10 Others

- (1) This contract and the entire legal relations of both parties are subject to the laws of the Federal Republic of Germany, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG, "CISG).
- (2) Severability: If any provision of this contract is invalid or become invalid or unenforceable after the contract, the validity of the other provisions and of the remaining provisions shall not be affected.
- (3) If these conditions are violated and NP does nothing, NP continues to make use and is entitled of its rights on any other occasion, in which the NP Client violates these conditions.
- (4) All agreements that are made between the NP Client and NP are stipulated in written form. The transfer of rights and obligations of the NP Client under the contract concluded with NP shall only be valid with the written consent of NP.
- (5) Exclusive jurisdiction for all disputes arising out of or in connection with contracts between the NP Client and NP is Düsseldorf, Germany.
- (6) Foreign language translations of these conditions are allowed; only the German-language text may be used in legal issues.