

- Translated from the German language -

General Terms and Conditions (GTCs) of Chris Pyak Coaching OÜ **(As of: January, 2019)**

Click here to **Download** or **Print** these GTCs.

Section 1 Applicability towards consumers and contractors / terms and definitions

(1) Chris Pyak Coaching OÜ offers individualized coaching and group seminars respectively in the career field. More specifically, coaching or seminars are offered for the subjects of Strategic Target Planning, Self-discipline, Relationship Management, Sales Training, Presentation and Presentation Techniques. Below, all the above-mentioned services offered by Chris Pyak Coaching OÜ will be collectively referred to as **"Coaching"**.

In addition, there is an additional service option, commonly called "Expats Job Offer Guarantee", hereinafter referred to as **"EJO Guarantee"**. This can be booked additionally and covers support for a period of five (5) months in total (18 weeks of service plus dormancy without service). If no job offer is submitted to the client within said period, any amounts beyond and above that for the first Coaching will be refunded to him or her. The terms, conditions and requirements of this EJO Guarantee will be described in more detail in Section 3 (3).

(2) The below General Terms and Conditions (GTCs) of Chris Pyak Coaching OÜ will apply to any and all bookings of Coachings or of the EJO Guarantee respectively contracted between Chris Pyak Coaching OÜ and an employer or a consumer (hereinafter referred to as **"Client"**) in their current version as of the date of the booking.

(3) "Consumer" in terms and within the meaning of these GTCs will be any individual who concludes a legal transaction for a purpose not attributable to his or her commercial or industrial activity or to his or her professional self-employed activity respectively.

(4) "Employer" in terms and within the meaning of these GTCs will be any individual or legal entity or incorporated business partnership respectively that acts in the course of its commercial or industrial or professional self-employed activity when concluding a legal transaction.

(5) Where specifically expressly specified, individual provisions of these GTCs may exclusively apply to Employers only or exclusively to Consumers only respectively.

Section 2 Formation of a contract

(1) The following regulations governing the formation of contract will apply to bookings made via the Web at www.pyak.eu.

(2) In the event of formation of contract, the contract will be deemed concluded with

Chris Pyak Coaching OÜ
of Narva mnt 5
10117 Tallinn
Estonia

General Manager (CEO): Chris Pyak

Registration number: 14468706

(3) Advertising of the Coachings or of the EJO Guarantee respectively on our web pages is not a legally binding offer on our part, but is rather a non-binding invitation directed to the Client to book Trainings or to request the EJO Guarantee respectively. When booking the desired Training or the EJO Guarantee respectively on the Web or by way of electronic mail, the Client submits a legally binding offer for the formation of a service contract.

(4) The Contract proper will be formed subject to the following proviso:

a) Making a booking

You can book the desired Coaching or the EJO Guarantee respectively via our web pages by booking the desired Training by specifying your name, your address and your electronic mail address. At Method of Payment, you can then choose between the means of payment of credit card, bank transfer or PayPal, and enter the respective information.

At the end of the booking process, click on the button "Purchase Now" and confirm that you accept the GTCs and the Privacy Notice and that you are 18 years of age or older to submit a binding offer for the Coaching selected or for the EJO Guarantee respectively.

Immediately after sending your booking, you will receive a booking confirmation by way of electronic mail that will confirm we have received your booking and show the details of the same.

b) Abort the booking process

You can abort the booking process before having completed the same at any time by exiting your Internet browser.

c) Formation of contract

The contract for the binding booking of the Coaching or the EJO Guarantee respectively will be formed upon receipt of the booking confirmation as acceptance of your offer.

(5) The wording of the contract will be saved by us. In addition we will send you the contract data and our GTCs by way of electronic mail. For reasons of data security, your order data will not be accessible on the Web any more.

Section 3 Content of the deliverables / obligation to collaborate of the Client

(1) The service provided by Chris Pyak Coaching OÜ in terms of the Coaching includes attendance of the Coaching booked as well as associated teaching materials, if any, as well as a Certificate of Attendance. Food and beverages as well as round trip costs (for in-house trainings) will be charged separately.

(2) The success of the Coaching provided by Chris Pyak Coaching OÜ will decisively depend on the committed collaboration of the Client (for seminars with several participants)

and on his or her cooperation with the other clients. The Client may not meet his or her target if he or she shows inadequate motivation.

(3) The service of EJO Guarantee includes the services listed at <http://www.pyak.eu/guarantee/>. After the first Coaching provided, Chris Pyak Coaching OÜ will introduce to the Client some Managers that the Client has previously identified as potential employers. If the Client receives a job offer within six (6) months from receipt of full payment of compensation by Chris Pyak Coaching OÜ, no matter from which source this offer would come or whether or not it would be related to the services provided by Chris Pyak Coaching OÜ, the EJO Guarantee will be deemed satisfied.

If, on the other hand, the Client does not receive a job offer, the fee for the EJO Guarantee in the amount of three thousand one hundred ninety-eight Euro zero Cents (3,198.00 €) will cease to apply and this balance will be refunded. The fee for the first Coaching in the amount of one thousand seven hundred ninety-nine Euro zero Cents (1,799.00 €) will remain unprejudiced and will have to be borne by the Client in either case.

As a matter of principle, the following terms, conditions and requirements will apply additionally to any refund of the costs for the EJO Guarantee:

- The first Training will be administered at the agreed date;
- The Client will advise us of his or her first contact of interest within twenty-four (24) hours from the end of the first Training, including a link to the job offer and a link to the Xing or LinkedIn Profile of the presumed manager (if available) at chris@pyak.eu or via a personal message on xing.de;
- Within the following eighteen (18) weeks, every Tuesday, the Client will send five (5) more contacts of interest including links to the respective job offers and links to the Xing or LinkedIn Profiles respectively of the presumed manager;
- Human Resources and Recruiters respectively will not classify as managers;
- The Client will respond to all messages from managers within twenty-four (24) hours;
- The Client will fill any tasks assigned to him or her by the Coach within twenty-four (24) hours unless he or she is given a shorter or longer period allowed for this;
- The Client will pay the purchase price in full in the amount of four thousand nine hundred ninety-seven Euro (4,997.00 € (incl. VAT at 19%)) within seven (7) days from the day of the first Training;
- The burden of proof for the active implementation of the Training and compliance with the above rules will rest with the Client;
- Local time in Düsseldorf / Germany will prevail.

(4) Deviating from the above terms and conditions, the EJO Guarantee may be used through a monthly payment in the amount of nine hundred ninety-seven Euro zero Cents (997.00 €). This offer is known as Expats Job Offer Monthly Payment, hereinafter referred to as EJO Monthly Payment. The EJO Monthly Payment is different from the EJO Guarantee in two respects:

1. This service may be terminated at any time with effect as of the following month.
2. Chris Pyak Coaching OÜ does not provide any guarantee.

IMPORTANT:

If the Client violates any of the above conditions or requirements once or several times, the EJO Guarantee will also be deemed satisfied and there will be no refund of the balance, unless he or she was prevented from satisfying or complying with the same through no fault of his or her and immediately satisfies or complies with the respective condition or requirement immediately upon lapse of the estoppel for which he or she is to furnish proof.

(5) In the month of August and between December, 20 and January, 10 Chris Pyak Coaching OÜ will be on vacation. No services will be rendered during these periods, and the Client will send no contacts of interest. Instead, the service and guarantee term of the respective agreements will be extended by the respective number of days cancelled.

Section 4 Prices, maturity, default of payment

(1) The prices quoted in the product specification of the respective Coaching or of the EJO Guarantee respectively and in the booking confirmation are to be understood as final prices in Euro and include the statutory VAT at the current rate and any other price components. Prices will apply as of the date of the booking.

(2) The invoice for the Coaching booked will be forwarded with the confirmation of booking and the amount of one thousand seven hundred ninety-nine Euro zero Cents (1,799.00 €) will be immediately due for payment onto the bank account or PayPal account specified. You will be assigned a binding date for your first Coaching after receipt of payment in full only. If you have additionally booked the EJO Guarantee, the balance in the amount of three thousand one hundred ninety-eight Euro zero Cents (3,198.00 €) will be due for payment within seven (7) days from the first Coaching. CAUTION: If the balance is not received in the account of Chris Pyak Coaching OÜ specified in due time, viz. within seven (7) days from the first Coaching, the entitlement to the EJO Guarantee will be deemed forfeited, and any refund of the balance will be excluded.

(3) Default of payment will be deemed to occur automatically upon expiration of the respective period allowed for payment pursuant to Section 2 hereof without the need to issue any reminder. Upon the occurrence of default, any amount due for payment shall bear interest at a rate of five (5) percentage points for Consumers or of nine (9) percentage points for Employers respectively above and beyond the respective base lending rate. Chris Pyak Coaching OÜ reserves the right to furnish proof of higher damage.

(4) If the Client is in default of payment for an outstanding debt by more than four (4) weeks, Chris Pyak Coaching OÜ will be entitled to demand payment of accounts receivable from the contractual relationship with immediate effect.

(5) Offsetting against accounts receivable of Chris Pyak Coaching OÜ will only be permitted against any counterclaims that are admissible, that are based on the same contractual relationship and that are undisputed, admitted or established as final and absolute respectively. A right of retention may only be exercised in relation to any counterclaims that are based on the same contractual relationship and that are undisputed, admitted or have been established as final and absolute respectively.

Section 5 Rescheduling or cancellation of dates

(1) Chris Pyak Coaching OÜ will be entitled to postpone a Coaching booked free of charge provided that such cancellation is advised no less than twenty-four (24) hours in advance.

(2) Cancellations will be effective if given in writing or by way of electronic mail only. Claims for damages will be excluded. Equally, it will not be possible to reimburse any travel costs, hotel costs or similar costs incurred.


Section 6 Cancellation policy

The following right of rescission will apply exclusively to Consumers pursuant to Section 1 (3) of these General Terms and Conditions (GTCs) and for bookings made via the Internet or other means of distance communication:

a) Right of rescission

You may rescind from and revoke the Contract without giving reasons within a period of fourteen (14) days.

The cancellation period is fourteen (14) days from the date of formation of contract.

To exercise your right of rescission, you must advise us of your decision to rescind from and revoke this Contract by way of clear statement (such as by mail, facsimile or electronic mail resp.). To do this, you may use the specimen revocation form ( enclosed herewith, which however is optional and not mandatory.

The cancellation period shall be deemed observed if the notification of the exercise of the right of rescission is mailed or transmitted before the expiration of the cancellation period.

Please address your cancelation notice to:

By mail:

Chris Pyak Coaching OÜ
Narva mnt 5
10117 Tallinn / Estonia

By electronic mail to: chris@pyak.eu

We will send you a confirmation of receipt of your cancelation without any undue delay.

b) Consequences of cancelation

If you cancel this Contract, we will have to refund to you any and all payments received from you, including costs of delivery (but excluding any additional costs incurred by choosing a type of delivery different from the most favorable standard delivery proposed by us), without any undue delay and in any case within fourteen (14) days from the date on which we received your cancelation notice for this Contract. For said refund, we will use the same method of payment that you used for the original transaction unless a different agreement was made with you; on no account will we charge you any fees because of this refund.

If you requested the services to commence during the cancelation period you must pay us a reasonable amount that would be equivalent to the share of services already provided by the

time you advise us of your exercise of the right of rescission in relation to the total volume of services provided for by the Contract.

End of Cancellation Policy

Section 7 Information regarding warranty rights / statutory limitation

- (1) Notwithstanding the right of rescission pursuant to Section § 7 hereof, statutory warranty rights will apply.
- (2) If the Client is an Employer, a body corporate organized under public law or a public-law Special Fund respectively, the warranty period will be twelve (12) months.

Section 8 Disclaimer

- (1) Chris Pyak Coaching OÜ will be liable for breach of contractual or noncontractual obligations, particularly default, culpa in contrahendo, unenforceability or tortuous act, exclusively for intention or gross negligence only, unless ordinary negligence relates to breach of material contractual obligations, viz. such obligations the fulfillment of which are material and significant to the Contract and on the fulfillment of which the Client may rely or from which the Client would suffer damage from tortuous injury to life, limb or health. In case Chris Pyak Coaching OÜ should breach any material obligation through gross negligence, liability and obligation to pay damages for damage to property will be limited to reasonable foreseeable damage as of the time of formation of contract.
- (2) Chris Pyak Coaching OÜ will not assume liability for events or circumstances of Force Majeure.
- (3) Insofar as liability on the part of Chris Pyak Coaching OÜ is disclaimed or limited respectively, this will also apply to the personal liability of its employees, staff, agents or representatives or vicarious agents respectively.

Section 9 Data privacy protection / confidentiality

- (1) Chris Pyak Coaching OÜ is in possession of the exclusive and sole copyright regarding any documents prepared or drafted by it. This will also apply to audio and / or video recordings of any webinars, seminars or Coachings. Copying or duplication is strictly prohibited. Audio and / or video recording during any Training by participants, guests or third parties is strictly prohibited. This is intended to protect the privacy of other Clients, if any, or the copyright. Breach or violation of this rule will result in the immediate exclusion from the Coaching or seminar without compensation. Chris Pyak Coaching OÜ reserves the right to take further legal action or measures.
- (2) Chris Pyak Coaching OÜ commits to not divulge any facts it becomes aware of within the scope and limits of its activity for the Client and to maintain strict confidentiality regarding the same and to instruct its employees accordingly regarding this obligation. Said duty of confidentiality will survive the duration of the order fulfillment.
- (3) Client's data will exclusively be used within the scope and limits of order fulfillment only, will be positively protected against unauthorized access and will not be disclosed to any third parties, and will be saved and treated as confidential in compliance with applicable provisions and regulations of the Data Protection Act. For more information refer to our [Privacy Notice \(linking\)](#).

Section 10 Legal venue and place of jurisdiction / applicable law / contractual language

(1) The contractual relationship per se and all and any disputes in connection with the same are governed by German law to the exclusion of the conflict of law provisions of international private law and of the United Nations Convention on Contracts for the International Sale of Goods (CSIG); this specifically applies to any bookings made from another country.

(2) Insofar as the Client is an employer or a body corporate organized under public law or a public-law Special Fund respectively, Germany is hereby agreed to be the legal venue and place of jurisdiction. In case of a law suit with a Consumer, Chris Pyak Coaching OÜ warrants to let itself into a legal venue and place of jurisdiction in Germany without raising an objection.

(3) The languages of the Contract will exclusively be German and English only.

Section 11 Severability clause

Should any individual provisions of these GTCs be or become invalid, void or incomplete, the remaining provisions of these GTCs will remain unprejudiced. Said invalid, void or incomplete provision of these GTCs will be replaced by a valid and complete provision that most closely resembles the original intention of the Parties.

Section 12 Identification of Provider:

Chris Pyak Coaching OÜ
Narva mnt 5
10117 Tallinn
Estonia

General Manager (CEO): Chris Pyak

Registration number: 14468706

Telephone: +49 (0)211 9954 5935
chris@pyak.eu
www.pyak.eu

Section 13 Extrajudicial online settlement (OS Platform)

The European Commission provides a platform for extrajudicial online settlement (OS Platform) which can be visited at www.ec.europa.eu/consumers/odr.

Our electronic mail address is chris@pyak.eu

We are neither obligated nor ready to join this dispute settlement procedure.

Specimen revocation form

(exclusively for use by Consumers pursuant to Section 1 (3) of these General Terms and Conditions (GTCs) and for reservation via the Internet or other means of distance communication)

To rescind from or cancel this Contract, please complete this form and return the same to:

Chris Pyak Coaching OÜ
Narva mnt 5
10117 Tallinn
Estonia

chris@pyak.eu

I / we (*) hereby rescind from and cancel the Contract concluded by me / us (*) for the rendering of the following service (*):

-
- order placed on _____ (*)/ received on _____ (*)
 - name of the Consumer(s): _____
 - address of the Consumer(s): _____,

 - signature of the Consumer(s) (for hardcopy transmission only):

 - date: _____

(*) Please delete where inapplicable.

As a certified translator for the English language publicly appointed and generally sworn by the President of the Oberlandesgericht Dresden (Dresden / Germany higher regional court) I hereby certify the above to be a true and complete translation of the document presented to me in the German language.

Leipzig / Germany, this December 7, 2018

