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**General Terms and Conditions (GTC)** 

Relife L.L.C.-FZ Version: September 2024 Last Edit: February 2025

# **1. DEFINITIONS**

1.1 **GTC** refers to these general terms and conditions, as set out here, governing the agreement between the Coach and the Client in their current applicable version.

1.2 **Age Restrictions** by accessing or using our website, you confirm that you are at least 21 years of age. Our website and services are intended solely for users who are 21 years of age or older. If you are under the age of 21, you are not authorized to use our website or make any purchases.

1.3 **Consulting and Coaching Services** refer to all coaching services covered by these GTC and the respective contract that the Coach provides to the Client.

1.4 **Order Process** refers to the entire ordering process for consulting and coaching services on the Coach's website by the Client, as described in Clause 4 of these GTC.

1.5 Coach refers to Relife L.L.C.-FZ, represented by Mr. Agron Bekirovski.

1.6 **Coaching** refers to the process and nature of the respective agreements as described in Clause 3 of these GTC, based on the specified conditions.

1.7 **Coaching Materials** are the materials and other documents described in Clause 14.1 of these GTC, which are provided to the Client by the Coach as part of the contractual relationship.

1.8 **Coaching Agreement** refers to all written agreements between the Coach and the Client that are not concluded via the Coach's website. For a Coaching Agreement, the conditions specified therein apply instead of these GTC.

1.9 **Elopage** refers to the Coach's payment service provider, through which payment transactions are processed.

1.10 **Force Majeure** refers to unavoidable and unforeseen events for both parties, as mentioned in Clause 15.1 of these GTC.

1.11 **Client** refers to any natural or legal person who purchases consulting and coaching services from the Coach.



1.12 **Service Packages** refer to the packages described in Clause 2 of these GTC, which combine specific coaching and consulting services.

1.13 Parties refer to the Coach and the Client.

1.14 Website refers to the Coach's website https://www.relife-academy.com.

#### 2. SCOPE OF APPLICATION

2.1 These General Terms and Conditions ("GTC") apply to all sales of consulting and coaching services by the Coach to the Client, which are not agreed upon through a written Coaching Agreement. This includes, but is not limited to, the following service packages purchased by the Client on the Coach's website:

2.1.1 **Academy** – Lifetime access to an online media library, three weekly Zoom calls for six months, community platform.

2.1.2 **Academy Light** – Three weekly Zoom calls for six months, community platform.

- 2.1.3 First Step Subscription model, one weekly call, community platform.
- 2.1.4 Event Tickets/Offline Events.
- 2.1.5 Mastermind One week of intensive in-person coaching.
- 2.1.6 **Business Module** For entrepreneurs.

2.2 Conflicting terms and conditions shall not apply and are not binding, even if the Coach does not explicitly object to them.

2.3 These GTC also apply to all future business relationships between the Coach and the Client, even if they are not explicitly agreed upon again, unless the two parties make an alternative written agreement.

2.4 The Coach reserves the right to amend these GTC. Any changes will be communicated to the Client in writing or via email.

2.5 The Client acknowledges that coaching does not include the diagnosis or treatment of psychological disorders and that coaching is not a substitute for counseling, psychotherapy, psychoanalysis, psychological care, substance abuse treatment, or other professional advice provided by legal, medical, or other qualified professionals. The Client acknowledges that we reserve the right to ask for proof of age at any time, and we may suspend or terminate access to our website if we believe that a client does not meet the minimum age requirement.

2.6 Furthermore, the Client understands that no specific success is guaranteed and that the usability of the content for the Client's specific purposes is not assured.

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2.7 The consulting and coaching services offered by the Coach are under no circumstances to be understood as distance learning. Coaching is not a structured educational course with planned didactic instruction, measurable learning outcomes, or performance assessments. Instead, it is an individual and personal advisory and support service tailored to the specific needs of the Client.

2.8 The consulting and coaching services are provided voluntarily and are not unlawful, do not contain or pursue any unlawful content or objectives, and do not exploit any distressing situation of the Client.

# **3. DEFINITION OF COACHING**

3.1 All consulting and coaching services mentioned on the Coach's website and in Clause 2.1 of these GTC fall under the following definition of "Coaching."

3.2 **Coaching** is a thought-provoking and creative process that inspires the Client to maximize their personal and professional potential. It facilitates the formulation and pursuit of personal, professional, or business goals, as well as the development and implementation of a strategy or plan to achieve these goals. The coaching process between the Coach and the Client is based on collaboration and mutual trust. The Client should be willing and open to critically examine their values, objectively reflect on their own person and situation, and change their own behavior.

3.3 The Client bears sole responsibility for formulating their goals, executing their decisions and actions, and for the results that arise from the coaching relationship between the Coach and the Client, including coaching conversations and interactions with the Coach.

3.4 The Client acknowledges that coaching is a comprehensive process that may affect various areas of their life, including work, finances, health, relationships, education, and leisure. The Client agrees that the decision on how to handle these topics, integrate coaching principles into these areas, and implement decisions is their sole responsibility. Specific successes can never be guaranteed.

3.5 The Client understands that they must be willing to communicate honestly, be open to feedback and support, and dedicate sufficient time and energy to fully participate in the program in order to improve the coaching relationship.

# 4. ORDER PROCESS AND CONTRACT CONCLUSION



4.1 The Client orders the consulting and coaching services offered by the Coach via the coach website, following the processes described there and on the Coach's website. During the ordering process, the Client can modify and review their details. By completing the order, the Client confirms the accuracy of their information. The Client acknowledges that we reserve the right to ask for proof of age at any time, and we may suspend or terminate access to our website if we believe that a client does not meet the minimum age requirement.

4.2 The Client's order constitutes an offer to the Coach to conclude a contract. The contract is only formed once the Coach accepts it via email.

4.3 During the order process, the Client expresses their agreement with and acknowledgment of these GTC by clicking an "Agree" button or using a similar method.

#### **5. CONTRACT DURATION**

**5.1** The concluded contracts are governed by the respective details on the coach's website and have the contract duration specified there. This applies in particular, but not exclusively, to time-limited contractual services such as the offline events mentioned in Clause 2.1.4 and 9 or the mastermind courses mentioned in Clause 2.1.5.

**5.2** Unless otherwise stated on the coach's website, the respective contracts have a fixed term of 12 months. After 12 (twelve) months, the contract can be extended by mutual agreement. The extension must be agreed upon in writing between the parties and must take place at least 1 (one) month before the end of the contract term. If no extension is agreed upon, the contract ends at the end of the term. Ordinary termination during the contract period is expressly excluded.

#### 6. CONTRACTUAL SERVICES

**6.1** The specific content and scope of the consulting and coaching services agreed upon in the service packages mentioned in Clause 2.1 of these General Terms and Conditions (GTC) are defined by the information on coaches website. Services other than those displayed at the time of ordering are not included and must always be agreed upon separately in writing.

**6.2** The customer must ensure before placing an order that the service package and individual consulting and coaching services meet their personal expectations and can be used accordingly.



**6.3** The consulting and coaching services exclusively include content provided by the coach. Content from external third parties is expressly not included in the contractual services.

# 7. TECHNICAL REQUIREMENTS

**7.1** The customer is responsible for ensuring that the necessary hardware (including but not limited to computers, tablets, smartphones) and software (including operating systems, video conferencing software, internet browsers) required for the consulting and coaching services mentioned in Clauses 2 and 4 of these GTCs are properly installed, updated, and functional.

**7.2** The customer is also responsible for having a stable internet connection and the necessary access credentials to participate in the coaching sessions. Any failures or limitations of the internet connection or required technical infrastructure are solely the customer's responsibility.

**7.3** The coach is not liable for technical issues resulting from defects or failures in the software or hardware provided by the customer.

#### 8. PAYMENT AND DELIVERY TERMS

**8.1** Prices are based on the details available at the time of ordering. All prices include the applicable statutory taxes and fees. Prices are listed in EUR and must be paid in EUR. Other currencies will only be accepted with the coach's prior consent. Discounts and other benefits are granted only by agreement or as part of offers on the coach's website.

**8.2** The prices specified and agreed upon on coaches website are due for payment immediately upon ordering unless otherwise agreed between the coach and the customer. The customer will only gain access to the purchased consulting and coaching services after full payment has been made. If instalment payments have been agreed upon, access to the purchased consulting and coaching services will be granted after receipt of the first agreed payment. For offline events, the conditions stated in Clause 10 of these GTCs apply.

**8.3** Payments and the management of corresponding payment requests may preferably be processed via third party payment provider initiated from the coaches website. All transactions through such a platform are subject to the respective payment provider's

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terms and conditions. Claims against the coach regarding payment processing are excluded.

**8.4** Payments made via the agreed payment providers are deemed properly and fully completed as soon as the payment is confirmed by the respective provider. The confirmation by the payment provider has a discharging effect for the payment. The customer is responsible for providing proof of payment confirmation by the respective payment provider.

**8.5** The customer undertakes to pay all agreed coaching fees on time in accordance with the payment and delivery terms set out in Clause 8 of these GTCs. If the customer is in default of payment in whole or in part, they will receive a written reminder granting a grace period of 7 days to settle the outstanding amounts. The coach is entitled to charge a processing fee of AED 100.00 for each payment reminder.

**8.6** The coach is entitled to suspend all further consulting and coaching services until the outstanding amounts are fully settled in the event of a payment default by the customer. During this suspension, the customer remains obligated to pay the outstanding fees.

**8.7** If the customer remains in default after two reminders and fails to pay the outstanding amounts within 30 days of the due date, the coach is entitled to terminate the respective contract without notice. In this case, the coach reserves the right to invoice all services provided up to the termination and to claim compensation for lost profits and incurred costs.

**8.8** The customer undertakes to bear all costs arising from the payment default, including reasonable attorney and court fees necessary to enforce the coach's claims.

**8.9** The coach's digital products are provided to the customer electronically. The customer receives the corresponding access data via email. The type of provision and transmission of the products is at the sole discretion of the coach. The customer has no entitlement to a specific form of provision.

**8.10** The customer is not entitled to offset their own claims against the coach's claims unless the offset is permissible under applicable legal regulations.

# 9. CUSTOMER'S DUTY TO COOPERATE

**9.1** If required within the scope of the contractual services agreed upon under Clauses 2 and 4 of these GTCs, the customer must ensure that all documents necessary for the execution of the coaching, as determined at the coach's discretion, are submitted in a



timely manner. This also applies to documents, processes, and circumstances that become known only during the respective coaching and consulting services.

**9.2** Upon request by the coach, the customer must confirm in writing the accuracy and completeness of the documents provided, as well as any information and verbal statements made.

#### **10. OFFLINE EVENTS**

**10.1** In addition to digital products, the coach offers supplementary offline events (e.g., seminars, workshops, networking meetings), which are also offered via coaches website (see Clause 2.1.4 of these GTCs). These offline events are expressly considered optional additional offers that are not included in the contractual scope of services and require a separate agreement between the coach and the customer.

**10.2** The prices for offline events are based on the details provided on coaches website and the conditions specified in Clause 8 of these GTCs. Notwithstanding this, the coach has the right to terminate the contract without notice if the customer has not made full payment at least one week before the start of the respective offline event.

**10.3** The customer bears all costs associated with participation in offline events, including but not limited to travel, accommodation, and meals, unless these are expressly included in the scope of the respective offline event and the corresponding agreement between the coach and the customer.

**10.4** The coach assumes no liability for any damages, losses, or other inconveniences incurred by the customer in connection with participation in an offline event unless they result from intentional or grossly negligent behavior on the part of the coach.

**10.5** The coach reserves the right to cancel or reschedule offline events for important reasons, such as force majeure, official cancellations, illness of the coach, or an insufficient number of participants. In such cases, the customer will be informed promptly about the cancellation or rescheduling. Any fees already paid will be fully refunded. Further claims by the customer, particularly for compensation related to previously booked transportation or accommodation, do not exist.

**10.6** The registration for an offline event is only considered binding once the customer has received written confirmation from the coach. By registering, the customer acknowledges any participation conditions applicable to the respective event, which will be provided separately and in advance.

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## **11. EXCLUSION OF WITHDRAWAL AND CONTESTATION RIGHTS**

**11.1** Due to the contractual nature and immediate service provision by the coach, the customer has no right of withdrawal. Such a right is expressly excluded to the extent legally permissible.

**11.2** Any other contestation rights that may be considered are also expressly excluded, to the extent legally permissible.

#### **12. LIMITATION OF LIABILITY**

**12.1** The coach assumes no liability for direct or indirect damages in connection with the provided contractual services. Liability is limited exclusively to intent and gross negligence. The liability is capped at the total value of the respective contract.

**12.2** The customer agrees to apply the content taught in coaching at their own responsibility and risk. The coach assumes no liability for damages resulting from the application of the conveyed content or for any failure of implementation success. The customer is solely responsible for implementing the concepts and methods learned in coaching and bears the risk for the outcomes.

**12.3** This exclusion of liability applies to the extent permitted by law.

# **13. DATA PROTECTION**

**13.1** The coach is obliged to process any entrusted personal data only within the scope of their activities in connection with this contract.

**13.2** The disclosure of personal data to third parties occurs only with the customer's prior written consent. Without such consent, no customer data may be shared with third parties.

**13.3** The customer agrees not to collect, store, or share personal data of other customers or participants. Any collection, storage, or distribution of data that is not expressly covered by this contract or legal regulations is prohibited and requires the explicit written consent of the affected individuals.

**13.4** Additionally, applicable data protection laws shall apply.

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**14.1 Ownership of Materials:** All materials created or provided during the coaching, including but not limited to handouts, presentations, worksheets, digital content, concepts, models, and methods ("Coaching Materials"), remain the exclusive property of the coach. The customer receives a non-exclusive, non-transferable, non-sublicensable license to use these materials for personal use during the coaching period.

**14.2 Copyright:** The coach retains all copyright to the Coaching Materials. The customer may not reproduce, distribute, publicly display, modify, or otherwise use the materials, in whole or in part, unless the coach has granted explicit written permission.

**14.3 Usage Restrictions:** The Coaching Materials may only be used for the purposes defined in the coaching contract. The use of the materials for commercial purposes, distribution to third parties, or other purposes not agreed upon in the contract is expressly prohibited. The customer agrees to use the materials only in the agreed-upon form and solely for their personal development goals.

**14.4 Intellectual Property:** Any ideas, concepts, techniques, processes, or suggestions developed or discussed during the coaching by either party and included in the Coaching Materials or derived from them are considered the intellectual property of the coach. These may not be used, disclosed, or exploited outside the scope of the coaching contract without the explicit written consent of the coach.

**14.5 Confidentiality:** The customer agrees to treat all Coaching Materials confidentially and take appropriate measures to protect the materials from unauthorized use, publication, or distribution. Any breach of this obligation may be considered a significant violation of the contract, entitling the coach to claim damages.

# **15. FORCE MAJEURE**

**15.1** Neither party is liable for failure to fulfill its contractual obligations if such failure is due to events beyond its control and which, in reasonable judgment, were unforeseeable or unavoidable. Such events include, but are not limited to, natural disasters (e.g., earthquakes, floods), war, terrorist attacks, civil unrest, pandemics, epidemics, government actions or orders, power outages, cyber-attacks, or other unforeseeable and unavoidable events ("Force Majeure").

**15.2** The party affected by Force Majeure must inform the other party immediately in writing about the occurrence of the event and the estimated duration of the disruption. This notice should be provided as soon as possible after the affected party becomes aware of the event.



**15.3** During the duration of the Force Majeure event, the affected party's contractual obligations are suspended to the extent affected by the event. Both parties will cooperate in good faith to reach alternative agreements that come as close as possible to the original obligations.

**15.4** If the Force Majeure event significantly hinders the fulfillment of the coaching contract, the duration of the contract may be extended to make up for the missed coaching sessions once the event has ended.

**15.5** Should the Force Majeure event last for more than 60 (sixty) days and make continuation of the coaching contract unreasonable, either party has the right to terminate the contract by written notice to the other party. In this case, already rendered and unpaid services will be billed, and a refund will be issued for any prepaid but unused coaching sessions.

**15.6** Neither party will have any claims for damages or other compensation in the event of termination or suspension of the contract due to a Force Majeure event.

## **16. OUT-OF-COURT DISPUTE RESOLUTION**

**16.1** The contracting parties agree to first seek an amicable resolution through out-ofcourt negotiations in the event of any disputes arising from or in connection with this contract.

**16.2** If no agreement is reached within 30 (thirty) days after the start of the negotiations, either party is entitled to initiate further legal steps.

**16.3** The mere non-payment of the agreed price as stated in clauses 8 and 10 of these terms and conditions, without providing reasons, does not constitute a dispute under clause 16.1. In such a case, the coach is entitled to immediately initiate legal action against the customer without the out-of-court dispute resolution procedure outlined in clause 14.1.

#### 17. JURISDICTION AND APPLICABLE LAW

**17.1** Any dispute arising from this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the DIFC Arbitration Association in Dubai, U.A.E. .



**17.3** These terms and conditions and all contracts covered by them are subject to the laws and regulations of the United Arab Emirates. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.

## **18. SEVERABILITY CLAUSE**

**18.1** If any provision of these terms and conditions is entirely or partially invalid, unenforceable, or void, this will not affect the validity of the remaining provisions. In place of the invalid, unenforceable, or void provision, a provision is deemed agreed upon that comes closest to the economic purpose of the invalid provision in a legally permissible manner.

**18.2** The same applies in the case of a regulatory gap. If it turns out that these terms and conditions contain a gap that the parties would have regulated at the time of the contract conclusion, given the facts and legal situation, the provision is deemed agreed upon that corresponds to what would have been agreed upon based on the intent and purpose of these terms and conditions if the parties had considered the matter.

#### **19. FINAL PROVISIONS**

**19.1** Entire Agreement: These terms and conditions, along with the relevant details on the coach's website, represent the complete agreement and full contractual terms between the parties and replace any previous oral or written agreements, understandings, or communications related to the agreed consulting and coaching services.

**19.2** Notifications: All communications related to these terms and conditions and the underlying contracts must be made in writing and are considered properly delivered when sent by registered mail, courier, or email to the last address provided by the other party. In the case of email delivery, the notification is deemed delivered on the day the email reaches the recipient's domain, provided this occurs on a business day during regular business hours. Otherwise, the notification is deemed delivered on the following business day.

**19.3** Continuation of Obligations: Provisions of these terms and conditions that, by their nature, should continue after the termination of the contractual relationship, shall remain in effect after the contract's termination.

**19.4** Assignment: The transfer of rights and obligations under the respective contracts to third parties is only permitted with the prior written consent of the coach. Any



transfer or assignment of a contract by the customer without written consent is ineffective.