

GENERAL CUSTOMER AND CLUB TERMS & CONDITIONS

1 Contractual object, scope of application

(1) THE ANSWER Club s.r.o., represented by its CEO Ms. Birgit Lang, Kopcianska 14, 85101 Bratislava, Slovakia, Email: office@theanswerclub.com (hereinafter referred to as the "Provider") operates a lifestyle, beauty, and wellness club, where customers can access or purchase various wellness, lifestyle, and education services (hereinafter referred to as "goods or services") depending on the performance with or without the acquisition of a club membership.

(2) The present terms and conditions (T&Cs) apply to contracts concluded between you (hereinafter also referred to as "Customer") and us, THE ANSWER Club s.r.o, concerning the membership in the club (hereinafter referred to as "Membership") as well as the purchase of goods and services.

(3) The membership is subject to a fee (see §3). Every natural person who has reached the age of 18 is eligible to participate. The Provider may refuse participation to individuals for factual reasons.

2 Formation of the Contract, Technical Steps up to Conclusion of the Contract, and Correction of Input Errors, Storage of the Contract Text; Payment Conditions

(1) The presentation of goods and services in our online shop does not constitute a legally binding offer, but an invitation to place an order (invitatio ad offerendum).

(2) By clicking the "Order with obligation to pay" button in the final step of the ordering process, you submit a binding offer to purchase or book the goods and/or services displayed in the order overview. Immediately after sending the order, you will receive an order confirmation, which, however, does not yet represent acceptance of your contract offer. A contract between you and us is formed as soon as we accept your order and/or booking by a separate email or dispatch the goods. Please regularly check the SPAM folder of your email inbox.

(3) During the ordering process, you first register with your personal data, then you add the desired goods or services to the shopping cart. There, you can always change the desired quantity or completely remove selected goods or services. If you have placed goods or services there, you proceed to the payment page by clicking the "Continue" buttons, where you can select the payment method. You can correct your input errors (e.g., regarding payment method, data, or desired quantity). If you wish to completely cancel the order process, you can simply close

your browser window. Otherwise, after clicking the "Order" confirmation button, your declaration becomes binding.

(4) The contract provisions, including these General Terms and Conditions and the cancellation policy, will be sent to you by email upon acceptance of the contract offer or with the notification thereof. We do not store the contract provisions.

(5) The purchase price is due immediately upon ordering. Payment for the goods is made via the payment option selected by the customer: credit card, immediate transfer, or PayPal.

3 Costs of Membership, Payment of Membership Fees

(1) The membership grants you the opportunity to receive various benefits such as discounts on goods and services (hereinafter collectively referred to as "Club Benefits"). Furthermore, you gain access to free seminars in the areas of personal and business development, as well as a business concept for marketing THE ANSWER Club.

(2) For the membership, the customer pays a monthly fee of €39.90 net.

(3) The first membership fee is due upon conclusion of the contract and thereafter monthly in advance.

(4) The customer's payment is made via one of the payment options offered by the Provider, selected by the customer during the order process: credit card, immediate transfer, or PayPal.

4 Right of cancellation

If you conclude the contract as a consumer, you have the following statutory right of cancellation:

Cancellation of a club membership

CANCELLATION POLICY

Right of cancellation

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day of the contract's conclusion.

To exercise your right of withdrawal, you must inform us, THE ANSWER Club s.r.o., Kopcianska 14, 85101 Bratislava, Slovakia, Email: office@theanswerclub.com, by means of a clear statement (e.g., a letter sent by post or an email) about your decision to withdraw from this contract. You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

If you have requested that the services should commence during the cancellation period, you must pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

-End of the instruction on withdrawal-

Withdrawal of a Purchase Contract

CANCELLATION POLICY

Right of cancellation

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the goods. In the case of a contract for multiple goods ordered by you in one order and delivered

separately, the withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the last goods.

To exercise your right of withdrawal, you must inform us, THE ANSWER Club s.r.o., Kopcianska 14, 85101 Bratislava, Slovakia, Email: office@theanswerclub.com, by means of a clear statement (e.g., a letter sent by post or an email) about your decision to withdraw from this contract. You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in no event will you incur any fees as a result of such reimbursement.

You must send back or hand over the goods to us without undue delay and in any event not later than fourteen days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of fourteen days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

-End of the instruction on withdrawal-

Cancellation form template

(If you wish to cancel the contract, please complete and return this form).

-

To THE ANSWER Club s.r.o., Kopcianska 14, 85101 Bratislava, Slovakia, e-mail: office@theanswerclub.com

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

–

Ordered on (*)/received on (*)

–

Name of the consumer(s)

–

Address of the consumer(s)

–

Signature of the consumer(s) (only for notification on paper)

–

Date

(*) Delete as appropriate.

5 Benefits for Club Members

(1) The Provider grants the customer various Club Benefits, particularly the opportunity to receive discounts on goods and services (hereinafter collectively referred to as "Club Benefits"). The discounted goods and services and the level of each granted Club Benefit can be viewed on the Provider's website at www.theanswerclub.com.

(2) If it subsequently turns out that the conditions for granting a discount were not met or if the conditions are subsequently no longer met, such as by reversing the contract concerning the provision of goods or services eligible for credit, the Provider may cancel the discount credit.

(3) The Provider reserves the right to change, restrict, or exclude the granting of Club Benefits at any time, such as during special promotions, when granting other benefits or discounts, etc.

6 Redemption of Club Benefits; Prohibition of Resale

- (1) The customer can redeem the Club Benefits, such as discounts, with the Provider.
- (2) Club Benefits acquired first are redeemed or paid out first. The Club Benefits have a validity period of 36 months and automatically expire at the end of this period.
- (3) The balance of Club Benefits cannot be paid out and does not accrue interest.
- (4) The customer uses the code received during the activation of his Club Benefits for redemption.
- (5) The redemption of Club Benefits can only occur once. An exchange is not possible after the redemption process is completed. Redeeming the Club Benefits must be done in one's own name and on one's own account. Redeeming in someone else's name is not allowed.
- (6) The acquisition of Club Benefits for the purpose of resale or further sale is only allowed with prior written consent from the Provider.

7 Changes and Termination of Membership

- (1) The Provider reserves the right to change the membership terms while safeguarding the legitimate interests of the customer. In this case, however, the new membership terms only apply if (1) the Provider has informed the customer of the change in writing and (2) the customer does not object to the Provider within one month after receiving the notice of change. The Provider will explicitly point out this legal consequence in the notice of change. If the customer does not accept the new membership terms as aforementioned, this is considered as a termination of the membership contract by the customer according to §8.
- (2) The Provider also reserves the right to terminate the membership while observing a reasonable period – except in the case of an important reason – and while safeguarding the legitimate interests of the customer. In this case, the customer is entitled to redeem accumulated Club Benefits and other Club Benefits within a period of 1 month after the termination becomes effective, unless the termination has occurred for an important reason. Afterward, the Club Benefits expire.

8 Duration and Termination

- (1) The contract for Club Membership is concluded for an indefinite period.

(2) Each party may terminate the contract at any time without observing a notice period by notifying the other party in text form. The statutory right of withdrawal for consumers remains unaffected by this.

(3) In the event of termination, the customer is entitled to redeem accumulated Club Benefits and other Club Benefits within a period of 12 months after the termination becomes effective, unless the termination has occurred for an important reason. Afterward, the Club Benefits and other Club Benefits of the customer expire.

9 Delivery Conditions

We deliver the goods according to the agreements made with you. Incidental shipping costs are listed in the product description and are separately itemized by us on the invoice.

10 Warranty for Purchases

(1) If the goods purchased and delivered in our online shop are defective, you are entitled within the legal provisions to demand rectification, withdraw from the contract, or reduce the purchase price.

(2) The limitation period for warranty claims for the delivered goods is two years from receipt of the goods. Claims for defects that we have fraudulently concealed expire within the regular limitation period.

(3) In addition to the rights for defects, you also have rights under a quality and/or durability guarantee if we have explicitly issued such a guarantee for the sold item in individual cases.

11 Liability

(1) The Provider is liable without limitation in cases of intent, fraud, and gross negligence, as well as in the event of personal injury.

(2) The Provider's liability for damages in the event of slightly negligent breach of a fundamental contractual obligation (cardinal obligation) is limited to the foreseeable, contract-typical damage. In this case, the Provider is not liable for lost profits, indirect damages, consequential harm caused by a defect, and third-party claims. Cardinal obligations in the sense of this provision include, in addition to the contractual main performance obligations, obligations whose fulfillment makes the proper execution of the contract possible in the first place and on the observance of which the contracting party regularly relies.

(3) Otherwise, the Provider's liability is excluded.

12 Jurisdiction; Online Dispute Resolution and Alternative Dispute Resolution; Severability Clause

(1) If you had your residence or habitual residence in Germany at the time of the contract's conclusion and either have moved from Germany by the time we file a lawsuit or your residence or habitual residence is unknown at this time, the jurisdiction for all disputes is 22085 Hamburg.

(2) The European Commission provides a platform for online dispute resolution (ODR) available at <http://ec.europa.eu/consumers/odr/>. We are not obligated and not willing to participate in dispute resolution proceedings before a consumer arbitration board according to the Consumer Dispute Resolution Act (VSBG).

(3) Should individual provisions of this contract be invalid, this shall not affect the remainder of the contract.

13 Applicable Law, Mandatory Consumer Protection Regulations

The law of the Federal Republic of Germany applies, excluding the UN Sales Convention, if

(a) you have your habitual residence in Germany, or

(b) your habitual residence is in a state that is not a member of the European Union.

In the event that you have your habitual residence in a member state of the European Union, German law also applies, whereby mandatory provisions of the state in which you have your habitual residence remain unaffected.

Date of the T&Cs: 16.04.2024