

## **Appendix 1:**

### **Consumer information and notification of right of withdrawal**

- (1) The language available for the conclusion of contract is exclusively German.
- (2) The presentation of our services on the website does not constitute a binding offer. It is a binding offer under Section 145 of the German Commercial only once you have booked a service. In case you accept the offer, we will send you, or ablefy will send you, a booking confirmation by e-mail. With this, the contract for the program is concluded.
- (3) The prices stated by us are net prices plus taxes (for Germany).
- (4) The data required for the implementation of the contract between you and us is stored by us and is accessible to you at all times. In this context, we refer to the regulations in our privacy policy on our website.
- (5) As a consumer, you have a right of withdrawal in accordance with the following **notification** –

### **NOTIFICATION OF RIGHT OF WITHDRAWAL**

#### **Consumer information and cancellation policy**

- (1) The language available for the conclusion of the contract is exclusively German.
- (2) The presentation of my services on the website does not represent a binding offer on my part. Only the booking of a service by you is a binding offer according to § 145 BGB. In case of acceptance of this offer, we will send you a booking confirmation by e-mail. This concludes the contract about the booking.
- (3) Please note that we sell some of our products through ablefy. In this case, ablefy handles the sale and payment. Your revocation can be declared to ablefy as well as to us.
- (4) The prices we quote are gross prices including taxes (for Germany).
- (5) The data required for the execution of the contract between you and us will be stored by us and are accessible to you at any time. In this respect, we refer to the regulation of the privacy policy on my website.
- (6) As a consumer, you have a right of withdrawal according to the following instruction -

#### **Cancellation policy**

##### **Right of withdrawal**

As a consumer you have the right to cancel the contract within fourteen days without giving any reason.

You do not have a right of withdrawal if you have expressly agreed in your booking that we should begin before the end of the withdrawal period with the execution of the service and this service has been provided in full. If we have partially performed the service, you no longer have a right of withdrawal.

In the case of digital content, you lose your right of withdrawal if you have agreed to receive immediate access to the entire content.

Start of the period when booking a coaching session

The cancellation period is fourteen days from the day of the conclusion of the contract. The contract is concluded on the day you receive a confirmation email from me after a successful booking or - in case of a booking via my online store - you receive a confirmation email from ablefy after a successful booking.

To exercise your right of withdrawal you have to contact me at

**Miss Smarthead GmbH  
Bamberger Straße 24  
95488 Eckersdorf**

or to

**phone: +49 (0)179 2969944**

**e-mail: support@miss-smarthead.com**

by means of a clear statement (eg a letter sent by mail or e-mail) about your decision to revoke this contract.

If you have booked through my third party provider ablefy, you also have the option to send ablefy to

**Ablefy GmbH  
Kurfürstendamm 208  
10719 Berlin**

or

**phone: +49 30 398 20 46 50**

**E-mail: help.ablefy.com**

by means of a clear declaration (e.g. a letter sent by mail or e-mail) about your decision to revoke this contract.

You can use the attached sample revocation template, which is not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### **Consequences of the revocation**

If you revoke this contract, we have to refund all payments we have received from you at the latest within fourteen days from the day on which the notification of your revocation of this contract has been received by us or - in case of a booking via my online store - by ablefy. For this repayment, we will use the same means of payment that you used for the original transaction.

If you made the payment as a bank transfer, please tell us your account details, because we can only see part of your account details on the bank statement.

If you have agreed that we should already begin with the performance before the expiry of the 14-day revocation period, then you also have to provide us with the consideration (fee) for these services and in this respect no refund claim.

## **Appendix 2:**

### **SAMPLE WITHDRAWAL FORM**

Sample of the withdrawal form according to

Appendix 2 regarding Article 246a Section 1 (2) (1) (1) and Section 2 (2) (2) Introductory Law to the German Civil Code (EGBGB)

**Miss Smarthead GmbH**  
**Managing Director Kathrin Weishäupl**  
**Bamberger Straße 24**  
**95488 Eckersdorf, Germany**  
**Phone +49(0)179 2969944**  
**E-mail: support@miss-smarthead.com**

Hereby I (we) withdraw from the contract I (we) concluded for the booking of the coaching program/E-Book/event (description so that it can be clearly determined to which booking the withdrawal refers)

- booked on: (\*). . . . / . . . .
- Confirmation e-mail received on: (\*)
- Name of the consumer(s):
- Address of the consumer(s):
- Account details for the refund
- Signature of the consumer(s) (only for communication on paper)

Date

**(\*) Please delete where inapplicable**