

## COURSE REGISTRATION FORM

FAX: +43 1 997 27 38-33 / info@sportausbildung.com

① CONTACT INFO

Mr  Ms Acad. Title **IMPORTANT:** Copy of valid photo ID required

First Name Last Name

Insurance Nr. Birthdate dd.mm.yyyy Citizenship

Telephone E-mail

Address ZIP Code & City

## COURSE SELECTION

I hereby confirm that this registration is binding. The current General Terms and Conditions are attached to this registration and are also available online. In the event of course deferment by the participant, the full course fee is due. For course variants „Blended Learning“ & „One2One“, course begin date falls on the date of receipt of the registration confirmation.

### COURSE NUMBER

Course Description

### COURSE FEE Euro

### INSTALLMENTS

Course Package

- Classroom Course Start: .....  Blended Learning Start: immediate  One2One Start: immediate

All charges are free of VAT according to § 6 Abs (1) Z 11 lit a UStG. All installment plans require a down payment of 600€ / for total course fees from 1000€ to 2000€: 5 monthly installments / from 2001€ to 3000€: 10 monthly installments / from 3001€: 15 monthly installments (interest-free, no surcharge). In the event of participant course deferment the installment agreement remains binding.

Notes



**Fitness Fundamentals Book 79€ (incl. 10% VAT.)**  
• Anatomy • Training Theory • Physiology • Nutrition



All study materials (Scripts & Presentations) are always available  
**FOR FREE DOWNLOAD** on your Academy Account!

- Course will NOT receive financial aid or funding
- This registration was completed in tandem with a personal consultation from an advisor. I was made aware of the General Terms & Conditions, cancellation terms & financial assistance options.



### Seminar Insurance

We recommend the addition of seminar insurance to your course booking. **Optimal security!**  
(Info available at: seminarversicherung.sportausbildung.com)

I hereby confirm that this registration is binding. The current General Terms & Conditions are attached to this registration and can also be found online using the following link: [agb.sportausbildung.com](http://agb.sportausbildung.com)

**I have read and agree to the General Terms & Conditions**

Place, Date

X

Participant Signature

### DIRECT DEBIT AUTHORIZATION

Copy of debit card required

I hereby authorize FlexyFit Plus GmbH to debit the payment installments specified by me using SEPA-direct debit on the respective due dates. I shall also direct my banking institution to honor the SEPA-direct debits made by FlexyFit Plus GmbH. I can request the reimbursement of a debited amount within eight weeks from the date of debit. Terms and conditions of my banking institute apply. Flexyfit Plus GmbH Creditor ID: **AT79ZZZ00000041970**

Account Holder

IBAN

BIC

Place, Date

X

Signature of authorized account user

Flexyfit Plus GmbH (Label: Flexyfit Sports Academy) is a **private education and training institution**, whose purpose is to offer comprehensive adult and continuing educational courses in the field of preventive healthcare.

The most current General Terms and Conditions are provided with the registration form. They are also available online using the following link: [agb.sportausbildung.com](http://agb.sportausbildung.com)

Free software for reading PDF documents is available from:  
Adobe Acrobat Reader ©

Download: <http://get.adobe.com/de/reader>

### Imprint

Flexyfit Plus GmbH  
Office & Instruction Facility (Central)  
Dietrichgasse 27, E.EG2  
A-1030 Vienna

Hotline: +43 1 997 27 38  
Fax: +43 1 997 27 38-33  
Website: [www.sportausbildung.com](http://www.sportausbildung.com)  
E-Mail: [info@sportausbildung.com](mailto:info@sportausbildung.com)

ECG Authority  
Municipality District Office of the 19th district  
FN: 295426a  
UID-Nr.: ATU63526401  
Registered Office (Headquarters): Vienna  
Limited liability company

Member of the WKO, General Trade Section  
Occupational group: Adult and continuing education in the fitness sector, contract broker

Company activities are subject to trade law, available under [[www.ris.bka.gv.at](http://www.ris.bka.gv.at)].

Business purpose:  
Services in fitness and leisure sector, member of the WKO, General Trade Section. The consumer guarantee is subject to statutory regulations.

Commercial Register : HG Vienna  
Place of performance: Registered office

Voluntary code of conduct: [www.guetezeichen.at](http://www.guetezeichen.at)

Content owner, editor, publisher  
Flexyfit Plus GmbH

Chief Executive Officer: Andreas Fuchs

Information, data requests and official complaints:  
[info@sportausbildung.com](mailto:info@sportausbildung.com)

Banking information:  
Raiffeisenbank Walgau-Großwalsertal  
Account Name: Flexyfit Plus GmbH

IBAN: AT79 37458 0000 1029156  
BIC: RVVGAT2B458

We recognize the Internet Ombudsman as extrajudicial dispute conciliation:

Internet Ombudsmann  
Margaretenstraße 70/2/10  
A-1050 Vienna  
[www.ombudsmann.at](http://www.ombudsmann.at)

## Photo & Video Consent Form

### NO

I hereby confirm with my signature that I will inform any photographers (e.g. lecturers, employees of Flexyfit Plus GmbH) that I do not wish to be visible in any photographs or video recordings (see General Terms and Conditions § 20).

### YES

#### Subject Matter

Photographic and video material of the participant for the duration of their educational course

#### Purpose

Publication on the websites of Flexyfit Plus GmbH and for usage for marketing purposes

#### Statement

By signing below, I acknowledge my willingness to be photographed and/or filmed, and I agree to the use of photograph and video material of my image for the above mentioned purposes without any claim to remuneration. Use of photographic images for purposes other than those stated above or circulation of the material by passing the material on to third parties is not granted.

This consent is voluntary, given under no threat of penalty. This consent can be revoked at any time with effect in the future (see General Terms and Conditions § 20).



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Signature Course Participant

Location/Date  
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## Confirmation of declaration of immediate contract execution

Withdrawal and special right of termination for actions according to SGB III / AZAV

(Germany): see General Terms and Conditions § 12, 13

I hereby consent to the initiation of contract (purchase agreement) fulfillment prior to the expiration of the withdrawal period.

I acknowledge that the statutory right of withdrawal is excluded by virtue of accepting the fulfillment of the purchase agreement prior to the expiration of the otherwise valid withdrawal period and after being provided the following on a permanent data carrier or durable medium: a copy or confirmation of the finalized purchase agreement (closed contract), including above declaration of consent and confirmation of acknowledgement of forfeiture of the right of withdrawal, accompanied by legal information (§ 4 Abs 1 FAGG) (if not already provided on a permanent data carrier or durable medium).

I hereby forfeit my statutory right of withdrawal.



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Signature of the Participant

Location/Date  
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## General Terms and Conditions

Flexyfit Plus GmbH - FN: 295426a

Translated from the original German, Vienna, April 2021.  
The original German General Terms and Conditions (*Allgemeine Geschäftsbedingungen*) shall serve as the valid version of this text for all legal purposes.  
Original contract, order form and internal communication language is German. Account and invoice currency is the euro (€).

Flexyfit Plus GmbH (Label: Flexyfit Sports/Business Academy) is an **a private education and training institution**, whose purpose is to offer comprehensive training and continuing education courses.

### Remuneration in the context of adult and continuing education

We are an institution for adult education according to the Federal Law on the Promotion of Adult Education *Section 1 Paragraph 2 (Bundesgesetzes über die Förderung der Erwachsenenbildung) (BGBl Nr 171/1973)*. All payments received towards adult and continuing education are exempt from sales tax/value-added tax (VAT) according to Austrian federal tax code *Section 6 Paragraph 1 Z 1 lit a UStG*. In the event of amendments to the law, Flexyfit Plus GmbH reserves the right to adjust customer invoices according to current legal requirements.

### 1. General Terms

The General Terms and Conditions are valid for the sale of goods and the provision of services by our company. The sale of goods and the provision of services is carried out exclusively for customers with primary residence in the European Union. By ticking the box and confirming „I have read and accepted the Terms and Conditions“ during the checkout process prior to confirming an order, the customer has agreed to the Terms and Conditions and is bound by them. Our range of products is not binding. A product or service order made by a legal adult (at least 18 years of age) constitutes an offer for the completion of a purchase agreement/contract. Our confirmation of receipt of the order (according to *ISd § 10 Abs 2 ECG*) does not serve in itself as acceptance of the purchase agreement. The purchase agreement is only official and binding once the product or service has been delivered, by sending a second e-mail correspondence containing purchase agreement confirmation, or via some other official acceptance of the customer offer. All offers on our website are subject to change, non-binding and available as long as supplies last.

**2. Validity in the context of adult education and training**  
The services and events (courses of study, certifications, workshops, seminars and similar) offered by Flexyfit GmbH are bound exclusively by these Terms and Conditions. Conflicting conditions or conditions that deviate from the Terms and Conditions of Flexyfit Plus GmbH presented by the customer are not recognized, unless express written consent is provided by Flexyfit Plus GmbH.

### 3. Transaction process, changes to orders, order cancellation in the online shop

After product selection, the item(s) can be placed into the shopping cart using the buttons **[BUY]** or **[BOOK ONLINE]** without obligation to purchase. The contents of the cart can be viewed at any time using the button with the **[SHOPPING CART SYMBOL]**. Products can be removed from the cart at any time using the **[DELETE]** button. In order to purchase items in the cart, use the button **[CONTINUE]** while in the shopping cart view. Contact information will then be required. First-time customers must register as a „New User“, and contact information is required. For all subsequent orders, the use of the created user name and password will generate the previously used customer information for the order. All user data is encrypted. After necessary customer information including delivery information is provided, the button **[SELECT PAYMENT]** begins the payment process. The user is prompted to select a payment method. The button **[REVIEW ORDER]** provides a summary of the order for the user to review and confirm. By clicking the button **[COMPLETE PAYMENT]** the order process is completed and the payment is processed. By using the browser's „Back“ button, one can edit entries on previous pages. Before clicking the **[COMPLETE PAYMENT]** button the transaction process, i.e. the order can be cancelled at any time by closing the browser. A more detailed and complete description of the online shop order process can be found under [faq.sportausbildung.com](http://faq.sportausbildung.com)

### 4. Prices and other fees in the shopping cart

Prices are valid at the time of the order including legal sales tax and any shipping fees. These amounts are displayed in the shopping cart before completion of the order, and they are listed in the order confirmation sent to the customer. In the event that import/export (customs) taxes or fees are applicable, these are the responsibility of the customer (more information can be found at a local customs office).

### 5. Registration confirmation, registration requirements for adult and continuing education

Requirements for admission to events are stated in the event and include a minimum age requirement and the fulfillment of any additional requirements (such as references, documentation, medical attestation, entrance exams, etc.). All registrations for an event take place th-

rough the online shop or by using a registration form that has been provided by Flexyfit Plus GmbH course management in person or via post, fax or e-mail.

Registrations from participants must be confirmed by Flexyfit Plus GmbH. Registration confirmation will be provided after the successful review of all required registration documents.

Every participant receives a written registration confirmation after a valid and binding course registration.

Flexyfit Plus GmbH reserves the right to deny registration or void a registration without providing specific reasons, even after a registration confirmation has been issued.

For events with a limited number of participants, admission will be handled on a first-come, first-served basis, i.e. the order of receipt of registrations determines the participants that will be admitted. The participant confirms by submission of a registration form that they are in good physical health and present no illnesses that prevent or are detrimental to their participation in the course or event. Additionally, their registration confirms that the participant is solely responsible for all practical course or event hours. A required attestation from a doctor (general practitioner) is to be provided with the registration documents.

### 6. Payment conditions, default interest for adult and continuing education

The event fee can be paid via bank transfer or cash. The payment conditions will be determined on an individual basis. Payments are considered received/valid at the time of receipt in the Flexyfit Plus GmbH bank account. Discount deductions require a separate agreement.

In the event that an installment plan is in the purchase agreement, the total event fee will increase by a rate that is agreed upon with the participant in advance and that is based on the total number of installments.

Single day events must be paid in full prior to the event.

The receipt of payment and fulfillment of all registration requirements are prerequisites for the provision of services.

In the event of past due payment status, we reserve the right to deny the participant admission to the event until payment has been received. In the event of late payment, including installments or partial payments, any previously agreed upon discount deductions or installment rates are voided. In the event of late payment, we reserve the right to demand compensation for actual losses suffered, to apply default interest or late fees within the legal limits and at our discretion.

### 7. Assumption of costs by financial aid institutions for adult and continuing education

Absenteeism, i.e. failure to attend or irregular attendance of participants receiving financial aid will be reported to the institution providing financial aid. Absenteeism can result in the loss of the assumption of costs by the supporting institution.

In the event that a participant receiving financial aid terminates the course early or displays irregular attendance, such that the supporting institution discontinues assumption of costs, the total costs will be assumed by the participant. Cancellation fees will be the responsibility of the participant and not the supporting institution.

Withdrawal and special right of termination for activities (in this context, educational courses) according to SGB II & SGB III / AZAV (in Germany): Participant withdrawal up to 14 days after valid contract signing, at the latest at the course start date. Participants whose financial aid applications with the German Financial Labor Office are denied are an exception and reserve the right to withdraw. In addition, participants receiving financial aid (in compliance with SGB II & SGB III / AZAV) reserve the right to withdraw in the event of their successful employment during the activity, i.e. course of study. The appropriate documentation and the withdrawal must be submitted in writing. For the duration of the course of study (course, in-person seminars, workshops, or one-to-one courses) Flexyfit Plus GmbH does not provide any insurance, unless expressly stipulated by the institution or individual assuming the costs.

### 8. Default of payment for goods

We reserve the right to demand default interest within the legal limits in the event of late or delayed payments. The statutory limit for default interest on monetary claims for business conducted between companies is 9.2 percentage points above the base interest rate. In the event that the debtor (participant in default payment status) is not responsible for the delay, the default interest rate is 4%. Additionally, we are authorized to charge a one-time fee of €50 as compensation for damages incurred in the event of default payments according to article Section 458 UGB of the Austrian Enterprise Code. The statutory default interest rate on monetary claims for business conducted between private customers and companies is set at 4 percentage points.

### 9. Reminder fees and collection charges

The statutory default interest rate for non-merchants according to clause Section 1333 Abs 1 ABGB of Austrian Civil Code (Section 1000 Abs 1 ABGB) is set at 4% annually. In accordance with Section 1333 Abs 2 ABGB the default interest rate increases 9.2% over the base interest rate on default payments with regard to transactions between two or more companies (bilateral commercial transactions).

The participant is obligated to compensate the incurred reminder fees and collection charges issued by Flexyfit

Plus GmbH in the event they are necessary for appropriate legal prosecution, in particular for compensation of any collection agency fees which may be incurred, and which may exceed maximum rates according to the BMWA (Bundesministerium für wirtschaftliche Angelegenheiten). For each payment reminder notice issued by Flexyfit Plus GmbH, a reminder fee of EUR €18 will be incurred by the debtor, and Flexyfit Plus GmbH will issue a charge of EUR €25 every 6 months for maintaining record of debt obligation.

### 10. Delay in collection of goods

For customers operating as a commercial entity that have ordered goods, a delay in the collection of ordered goods requires Flexyfit Plus GmbH to store the goods, and customers will incur a storage fee of EUR €10 per calendar day. In addition, we insist that all contractual obligations continue to be fulfilled.

### 11. Reservation of proprietary rights

Flexyfit Plus GmbH reserves the right to all property pertaining to services rendered or products, including revised or created multimedia material provided, until the total payment stipulated in the purchase agreement as well as any related fees or charges is paid.

If the customer resells proprietary goods to a third party, the reservation of proprietary rights remains intact. The original customer must inform Flexyfit Plus GmbH immediately of any third party having access to the proprietary material/goods. Transfer of ownership, security agreements or similar may only be made with the advance consent of Flexyfit Plus GmbH. If default payment is not immediately paid after issuance of a reminder, the proprietary material/goods are to be immediately returned. Fees associated with the return of goods shall be paid by the customer.

### 12. Right of withdrawal according to the Distance and Off-Premises Contract Act (FAGG)

Customers according to Section 1 KSchG can withdraw from distance or off-premises contracts within fourteen days without giving reasons according to the FAGG. The period for withdrawal begins

a. in the case of a service contract, from the date the contract is concluded,

b. in the case of sales contracts and other contracts for the acquisition of goods for consideration

i. on the day on which the consumer or a third party not acting as a carrier and designated by the consumer acquires possession of the goods,

ii. if the consumer has ordered several goods as part of a single order, which are delivered separately, on the day on which the consumer or a third party not acting as a carrier and designated by the consumer acquires possession of the last goods delivered,

iii. in the case of a contract for the supply of goods in several installments, on the day on which the consumer or a third party other than the carrier and indicated by the consumer takes possession of the last instalment,

iv. in the case of contracts for the regular delivery of goods over a fixed period of time, on the day on which the consumer or a third party not acting as a carrier and designated by the consumer acquires possession of the goods delivered first,

c. in the case of a contract for the supply of water, gas or electricity not offered in a limited volume or quantity, the supply of district heating or the supply of digital content not stored on a tangible data carrier, on the day on which the contract is concluded.

In order to exercise your right of withdrawal, you must send us (Flexyfit Plus GmbH, Dietrichgasse 27, E-EG2, 1030 Vienna, Fax: +43 1 997 27 38 33, E-Mail: [info@sportausbildung.com](mailto:info@sportausbildung.com)) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached sample withdrawal form for this purpose, although this is not mandatory.

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

### Consequences of the withdrawal under the FAGG

If you withdraw from a contract under the FAGG, we shall reimburse you for all related payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your withdrawal. 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 for this repayment. In the case of sales contracts and other contracts for the purchase of goods in which we have not offered to collect the goods ourselves in the event of withdrawal, we may refuse repayment until we

have received the goods back or until you have provided proof that you have returned the goods, whichever occurs first.

If you have received goods in connection with the contract, you shall return or hand over the goods to us (Flexyfit Plus GmbH, Dietrichgasse 27, E.EG2, 1030 Vienna) without undue delay and in any case not later than within fourteen days from the date of submission of the notice of withdrawal. The deadline is met if you send the goods before the expiration of the period of fourteen days. You shall bear the direct costs of returning the goods.

You only have to pay for any loss of value of the goods if this loss of value is due to handling of the goods which goes beyond the inspection of the condition, properties and functioning of the goods.

If, in connection with a service contract, you have requested that the services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with respect to the total scope of the services provided for in the contract.

If the customer is an entrepreneur, i.e. a commercial customer, a withdrawal according to the FAGG is completely excluded.

#### Information for successful returns

Items should be returned in their original packaging when possible. Use the return label provided (enter the reason for return in the provided field) and include this with the package. The use of the return label and original packaging is not mandatory, therefore not a prerequisite for the assertion of the right to withdraw, but it simplifies and secures the process.

If only one item is being returned from an order containing multiple items, but you wish to pay for the other remaining items, deduct the cost of the returned item from the total amount. When paying with bank transfer, the amount for the returned item will not be charged.

#### There is no right of withdrawal according to the FAGG for contracts concerning

d. services, if the entrepreneur - on the basis of an express request by the consumer pursuant to Section 10 FAGG as well as a confirmation by the consumer of his knowledge of the loss of the right of withdrawal in case of complete performance of the contract - had started the performance of the service before the expiry of the withdrawal period pursuant to Section 11 FAGG and the service was then rendered in full,

e. Goods or services, whose value (price) is dependent on the fluctuations of the financial market, upon which the contractor/merchant/vendor has no influence or control and which can occur during the withdrawal period,

f. Goods that are manufactured/produced according to customer specifications or items customized explicitly according to personal needs or requirements,

g. Perishable items or goods that have an expiration date that is rapidly exceeded,

h. Items delivered in sealed packaging, which, due to health and safety or hygienic reasons, are ineligible for return when the seal is removed or sealed packaging is damaged,

i. Goods that, due to their nature, have been inseparably mixed with other goods after delivery,

j. Alcoholic beverages, the value of which was agreed at contract closing, but which are not able to be delivered prior to 30 days after contract closing and the current value of which is dependent on market fluctuations upon which the merchant/seller has no influence/control,

k. Sound and video recordings or computer software that are delivered in sealed packaging, in the event that the seal is removed or broken after delivery,

l. Newspapers, magazines or illustrations with the exception of subscription agreements concerning the delivery of such publications,

m. Non-residential accommodation services, transport of goods, rental of motor vehicles and supply of food and beverages and services provided in connection with recreational activities, provided that in each case a specific time or period is contractually stipulated for the performance of the contract by the service provider,

n. The delivery of digital content that is not saved on a physical data medium when the service provider - with expressed consent of the user, combined with their acknowledgement of loss of right to withdraw in the event of premature commencement with the performance of the contract, and after providing a confirmation pursuant to Section 7 (3) FAGG - has begun delivery prior to the withdrawal period according to Section 11 of the FAGG,

o. Urgent repair or maintenance work, for which the

customer has expressly requested a visit to complete the service work. In the event that the service provider completes a service or work beyond that which was expressly requested by the customer, or if goods/items are delivered that are not necessary for the repair or maintenance service as replacement parts, then the right to withdraw remains with regard to such excess additional services or goods,

The consumer has no right of withdrawal for purchase agreements/contracts concluded at public auctions.

#### 13. Withdrawal of contract according to § 3 KSchG

Pursuant to Section 1 of the Consumer Protection Law (§ 1 KSchG), consumers who have not made their contractual declarations either on the premises permanently used by us for our business purposes or at a stand used by us for this purpose at a trade fair or market, may withdraw from their contract application or from the contract pursuant to Section 3 of the Consumer Protection Law (§ 3 KSchG). This withdrawal can be declared until the conclusion of the contract or thereafter within 14 days. This period begins with the delivery to the consumer of a document containing at least the name and address of the trader, the information necessary to identify the contract, as well as instructions on the right of withdrawal, the withdrawal period and the procedure for exercising the right of withdrawal, but no earlier than the conclusion of the contract, or, in the case of contracts for the sale of goods, the day on which the consumer obtains possession of the goods. It is sufficient to send the declaration of withdrawal within this period.

In order to exercise your right of withdrawal, you must notify us (Flexyfit Plus GmbH, Dietrichgasse 27, E.EG2, 1030 Wien, Fax: +43 1 997 27 38 33, E-Mail: info@sportausbildung.com) of your decision to withdraw from this contract by means of a clear declaration (e.g. letter sent by postal service, fax or e-mail). The declaration of withdrawal is not required to be in any particular form.

#### Consequences of the withdrawal pursuant to § 3 KSchG

If you withdraw from the contract pursuant to § 3 of the Austrian Consumer Protection Act (KSchG), we shall reimburse all services received together with statutory interest from the date of receipt and reimburse you for any necessary and useful expenses incurred on the item. In return, you must return the services received and pay us an appropriate fee for the use, including compensation for any associated reduction in the fair value of the service; the transfer of the services into your custody is not in itself to be regarded as a reduction in value.

#### Information for successful returns

Items should be returned in their original packaging when possible. Use the return label provided (enter the reason for return in the provided field) and include this with the package. The use of the return label and original packaging is not mandatory, therefore not a prerequisite for the assertion of the right to withdraw, but it simplifies and secures the process.

If only one item is being returned from an order containing multiple items, but you wish to pay for the other remaining items, deduct the cost of the returned item from the total amount. When paying with bank transfer, the amount for the returned item will not be charged.

#### The consumer has no right to withdraw pursuant to § 3 KSchG in the following cases:

a. he himself has initiated the business connection with the entrepreneur or his representative for the purpose of concluding this contract,

b. the conclusion of the contract was not preceded by discussions between the parties or their representatives,

c. in the case of contracts where the mutual services are to be provided immediately, if they are usually concluded by entrepreneurs away from their business premises and the agreed remuneration does not exceed 25 euros, or if the business is not operated on permanent business premises by its nature and the remuneration does not exceed 50 euros,

d. in the case of contracts subject to the Distance and Off-Premises Business Act (FAGG) or the Insurance Contract Act, or

e. in the case of contractual declarations made by the consumer in the physical absence of the entrepreneur, unless the consumer has been urged to do so by the entrepreneur.

#### 14. Customer cancellation policy in cases outside of legal right of withdrawal in the context of adult and continuing education

The participant (consumer, customer) is entitled to contract cancellation according to the terms and conditions listed below. Cancellations must be submitted in written form.

Cancellations submitted up to and including 15 days before the course start date will incur a cancellation fee of 25% of the total course costs. Cancellations submitted between 14 days before the course start date and the day before course start date incur a cancellation fee of 50% of the total course costs. Cancellations submitted on or after the course start date incur 100% of the total course

costs, including in cases where the purchase agreement includes an installment payment plan.

The cancellation fee is waived if the participant nominates a replacement participant from the appropriate target group who is able to attend the course and who will pay course costs. The original participant remains liable for all course costs. In the event of the unforeseen illness of the participant, a physician's attestation is to be provided.

The time and date of receipt of the participant's written cancellation at the Flexyfit Plus GmbH facilities (postal delivery, e-mail inbox, fax printed page) is used to determine the appropriate cancellation policy fee.

In the event that a participant does not submit a written cancellation, but fails to attend or participate in the event, the course costs are to be paid in full.

An interruption of the course, i.e. a hiatus in course participation is possible with express written consent from Flexyfit Plus GmbH and if the payment terms and conditions are upheld (e.g. payment plan is maintained).

#### 15. Payment in the online shop

We accept the following payment methods:

- Bank transfer invoice: for the payment method „invoice for bank transfer“, the purchaser must pay within one week from the time of order confirmation. The delivery occurs only when payment has been received.
- Online bank transfer: Payment using online bank transfer safely, securely and quickly.

#### 16. Changes to events and event cancellations in the context of adult and continuing education

Due to the necessary advance planning requirements, changes to event dates and times for organizational reasons are possible. A minimum number of participants must be met in order for an event to take place. For these reasons, Flexyfit Plus GmbH reserves the right to change course dates, start times, regular intervals, locations or instructors, as well as cancel events due to organizational or commercial requirements. Participants will be informed promptly and in an appropriate manner. For the same reasons, we reserve the right to alter an ongoing course or event in the following ways: integrate the course/event into another course/event with significantly similar content; to shift or postpone times in a course/event schedule; to re-book the course/event as a different course package (e.g. one-to-one instruction) or event. In the event of such a substitution, the participant is not entitled to the originally booked course/event, as an alternative with equal value is being offered.

In the event that a course or event is cancelled without a substitute course or event, participant costs and fees will be reimbursed to the participant. The cost of any unreturned course texts, workbooks and similar will be subtracted from the reimbursement. The participant has no claim to compensation by Flexyfit Plus GmbH for damages, financial or otherwise, that occur as a result of event/course changes of any kind.

#### 17. Attendance requirements for adult and continuing education

Unless otherwise explicitly stated in the event specifications, a participant minimum attendance requirement of 80% is in place for all events for the successful completion of a course of study and the issuance of a certificate of completion. Missed or failed course units or tests can be repeated at a cost to the participant. The duration of the course packages „Blended Learning Courses“, „Classroom Courses“ as well as „One-to-one Instruction“ is 12 months from the time of registration confirmation. Exam participation is possible within the 12 month period, and if exams are incomplete or unsuccessful after the 12 month period, the duration of the course must be extended or units of the course must be repeated at cost to the participant. Duplicates of certificates can be produced for a fee. If the minimum attendance requirement is met for a course or event, a certificate of participation will be issued including the content, scope and goal of the course, irrespective of whether the participant attended the course in full or successfully completed all course requirements (tasks, assignments, written and verbal exams).

#### 18. Liability in the context of adult and continuing education

Our educational courses entitle graduates, based on legal regulations, to perform activities or occupations as trade professionals, freelancers or employees. The course participant or graduate is not authorized to perform or execute medical treatment in the context of any health care practice or any other medical occupation. The skills acquired in any course or education in no way authorize a liability claim against Flexyfit Plus GmbH or any of its associated persons. Flexyfit Plus GmbH is free from liability for injury to the participant or for damages to personal property for the duration of the course, course of study or event, except in cases of deliberate action or gross negligence on the part of Flexyfit Plus GmbH. Consumption of alcohol, nicotine, or intoxicating substances on the property of the educational facilities of Flexyfit Plus GmbH, as well as its partner companies, is strictly forbidden and results in immediate suspension from the course or event. Serious disciplinary offences or general misbehavior is also strictly forbidden and will result in suspension from the course or event. In such cases, any course fees or remaining payments, as established in the payment agreement, remain the res-



possibility of the participant. Flexyfit Plus GmbH assumes no liability for printing or typographical errors in its publications and internet pages.

#### 19. Change of address and copyright in the context of adult and continuing education

In order to fulfill the contract requirements, at course registration the collection and processing of personal data used for course and exam administration is necessary. Personal data is not shared with third parties.

The participant is required to inform us of any changes to registered contact (residential or business) addresses, as long as the contractual obligations have not been mutually fulfilled. If changes to relevant contact information fail to be communicated, any statements sent to the last known address on file are deemed delivered. The contract information including personal data will be saved and can be accessed and edited at any time by the participant.

The educational material, in particular the course texts, including any other material disclosed to the participant, remain the sole intellectual property of Flexyfit Plus GmbH. The participant does not retain any usual right of use or exploitation rights for the material. Any manner of reproduction, whether by reprint or copy or other form of distribution or dissemination, of our educational material requires the advance express written consent of Flexyfit Plus GmbH.

#### 20. Creation and publication of photograph and video material in the context of adult and continuing education

By registering for a course or event, the participant agrees to be photographed and filmed in connection with or during educational courses and events and authorizes the use of photographs, images and video material containing their image for publication.

On the basis of this declaration of consent, the participant forfeits all claims to usage rights, and thereby any remuneration for use of their image (including but not limited to usage fees, royalties, licensing fees). This declaration of consent can be withdrawn at any time with effect on all future use. In the event of withdrawal of consent, all images and material will be removed from any current platforms. If the images are available on internet sources (e.g. Facebook, Google+) their removal will be carried out, in so far as the possibility of removing them lies with Flexyfit Plus GmbH.

#### 21. Warranty, liability, guarantee

The warranty is in accordance with statutory provisions. The guarantee period conforms with the legal limitation of 24 months, starting from the acceptance of goods by the customer or, in the case of services, with the conclusion of the service. If justifiable defects are found upon inspection of the goods, either a cost-free replacement or an upgrade will be undertaken, for which a reasonable grace period is to be granted. If an exchange or upgrade is ruled out (not possible, required expenditure is too great, unreasonable, delay etc.), then the buyer is entitled to a replacement of reduced value or, when the defect is significant (not minor), to termination of the contract (conversion).

Flexyfit Plus GmbH is to be informed of any defects as close to the time of delivery or directly after inspection of the goods, although the customer's failure to notify at the time of delivery or after initial inspection shall not have an effect on warranty claims. If the sale concerns a transaction between two businesses, the commercial recipient/customer must inspect the goods within 2 weeks after delivery and is to inform Flexyfit Plus GmbH immediately of the discovery of any defects.

Flexyfit Plus GmbH is liable exclusively for damages in cases of intent and gross negligence. This does not include personal damages or consumer transactions. The burden of proof of existence of minor or gross negligence lies with the aggrieved party, insofar as the claim does not concern a consumer transaction. Except in cases of consumer transactions, Flexyfit Plus GmbH is not liable for compensation for consequential damage caused by defect, including material damages, financial losses and damages from third party claims against the customer.

The manufacturer warranty is to be carried out by the manufacturer and according to their conditions. Please refer to the manufacturer warranty for details of conditions. Making claims under the manufacturer warranty does not limit, restrict or otherwise affect the consumer guarantee.

In the case of consumer transactions, the risk of damage or loss to goods that are shipped is transferred to the customer when the goods are delivered and accepted by the customer or a third party assigned by the customer. If the customer completes an order contract without using any of the delivery methods expressly offered by Flexyfit Plus GmbH, then the risk of damage or loss is transferred at the moment of handover to the shipping carrier.

#### 22. Applicable law, court of jurisdiction

Contract parties agree to adhere to Austrian law. If the participant has primary residence, habitual residence or is employed within Austria, an action can be filed against them only in the court of jurisdiction corresponding to the

district of their primary residence, habitual residence or employment. This is not applicable to existing litigation. The United Nations Convention on Contracts for the International Sale of Goods (CISG) including all provisions and regulations obtained thereof, are expressly excluded.

For contracts (purchase agreements) with businesses (companies), our business address is given as the place of jurisdiction.

#### 23. Place of performance

The place of performance for all services in the contract is the business address.

#### 24. Copyright

All messages, graphics, and website design are for the express purpose of informing the customer and are copyright protected.

#### 25. Arbitration

We hereby agree that for legal disputes we shall participate in arbitration procedures via online (electronic) ombudsman:

[www.ombudsmann.at](http://www.ombudsmann.at)

More information about the types of proceedings can be found under:

[www.ombudsmann.at](http://www.ombudsmann.at).

For dispute settlements with our company, the following OS platform can also be used:

<http://ec.europa.eu/consumers/odr>

Our e-mail address: [info@flexyfitacademy.com](mailto:info@flexyfitacademy.com)

#### 26. Delivery of goods

Delivery of goods is carried by Post Express, last name, postal service or DHL parcel service.

In the event that not all items are immediately available for shipment, items that are available will be shipped and the remaining items will be shipped as they become available. If partial shipments are necessary for a single order, shipping costs will only be calculated once per order.

#### 27. Shipping costs

Shipping costs are to be found in the table available in our FAQ section: [faq.sportausbildung.com](http://www.flexyfitacademy.com/faq)

#### 28. Storage of purchase agreement data

The purchase agreement will be saved and stored with Flexyfit Plus GmbH and can be requested by the participant after closing the order process. The order information can be immediately printed after it has been sent.

#### 29. Miscellaneous

Recourse claims as specified in Austrian product liability law are excluded, unless the party justified for recourse is able to provide proof that the fault originates in the sphere of responsibility of Flexyfit Plus GmbH and represents at least gross negligence. The agreeing party waives the possibility of compensation. This does not apply to consumers/users.

Volunteer code of conduct: [www.guetezeichen.at](http://www.guetezeichen.at)

#### 30. General Provisions

Changes and amendments to the written contract must be in written form in order to be legally binding.

In the event that one or more provisions to these General Terms and Conditions is or becomes void, the remaining content of the General Terms and Conditions will remain intact and valid.

Update: 26. May 2021, 11:03 PM

Our most recent General Terms and Conditions & Privacy Policy are available under the online link:

[agb.sportausbildung.com](http://www.flexyfitacademy.com/agb.sportausbildung.com)

Free software for reading PDF documents is available from Adobe Acrobat Reader®

Download: <http://get.adobe.com/de/reader>

## Imprint

Flexyfit Plus GmbH  
Office and Educational Facility (central)  
Dietrichgasse 27, E.EG2  
A-1030 Vienna

Hotline: +43 1 997 27 38

Fax: +43 1 997 27 38-33

Website: [sportausbildung.com](http://sportausbildung.com) | [businessausbildung.com](http://businessausbildung.com)

E-Mail: [info@flexyfitacademy.com](mailto:info@flexyfitacademy.com)

ECG Authority:

Municipality District Office of the 19th District of Vienna

FN: 295426a

UID-Nr.: ATU63526401

Registered Office (Headquarters): Vienna  
Limited Liability Company

Member of the WKO, General Trade Section  
Occupational group: Adult and continuing education in the fitness sector, contract broker

Company activities are subject to trade law, available under [[www.ris.bka.gv.at](http://www.ris.bka.gv.at)].

Services in fitness and leisure sector, member of the WKO, General trade section. The consumer guarantee is subject to statutory regulations.

Commercial Register : HG Vienna

Place of performance: Registered office

Voluntary code of conduct: [www.guetezeichen.at](http://www.guetezeichen.at)

Content owner, editor, publisher  
FlexyFit Plus GmbH

Chief Executive Officer: Andreas Fuchs

Information, data requests and official complaints:  
[info@sportausbildung.com](mailto:info@sportausbildung.com)

Banking information:

Raiffeisenbank Walgau-Grosswalsertal

Account Name: FlexyFit Plus GmbH

IBAN: AT79 37458 0000 1029156

BIC: RVVGAT2B458

**General Terms and Conditions for Distance Learning (Online Courses)**  
for Flexyfit Plus GmbH - FN: 295426a

Translated from the original German, Vienna, January 2021.

The original German Terms and Conditions for Online Courses (*Allgemeine Geschäftsbedingungen Fernstudienangebote*) shall serve as the valid version of this text for all legal purposes.

Flexyfit Plus GmbH (Label: Flexyfit Sports Academy) is a **private education and training institution**, whose purpose is to offer comprehensive educational courses in the area of preventive healthcare.

Original contract, order form and internal communication language is German. Account and invoice currency is the euro (€).

Flexyfit Plus GmbH assumes no responsibility for printing or typographical errors in its publications and internet pages.

**1. Our distance learning (online) course offering**

The online course offering by Flexyfit Plus GmbH has been certified by the German National Center for Distance Learning (ZFU) and approved for market distribution in Germany, and therefore comply with all legal requirements.

Flexyfit Plus GmbH may use its own Terms and Conditions for any distance learning (online) courses that are offered in Germany and approved and permitted by the ZFU. For the interpretation of purchase agreements between Flexyfit Plus GmbH and the customer (participant) the current versions of the „General Terms and Conditions for Distance Learning“ along with the „General Terms and Conditions of Flexyfit Plus GmbH“ provided with the registration form are to be regarded as valid at all times. A current version of the General Terms and Conditions is provided with the registration and can be found online using the following link: [agb.sportausbildung.com](http://agb.sportausbildung.com)

**2. Contract closing and course start date**

The purchase agreements for our online (distance learning) courses are effective at the moment of our written confirmation. The first day of the withdrawal period (lasting 14 days) occurs upon contract closing. The first installment of the online (distance learning) course fees is due on this date. The remaining installments are due each following month on the first business day of the month. The monthly online (distance learning) services will also be provided according to this schedule. Details are available in the individual course schedules.

**3. 14-day free trial**

A 14-day free trial allows the customer to examine the quality and content of course materials and services at their convenience. If expectations or needs are not met, the 14-day trial is at no cost to the customer. Any course fees that have already been paid will be returned in full.

**4. Free support period**

In the event that the distance learning course participant is unable to reach their study objectives during the course term, we will grant a 6 month customer support period free of charge. This will immediately follow the regular course term. During this free support period the distance learning participant has the opportunity to take part in distance learning, to submit extracurricular assignments (homework) and case studies, as well as to complete final exams.

**5. Place of jurisdiction and reference to dispute resolution**

Concerning distance learning, the place of jurisdiction lies in the place of residence of the contracting party (participant). Flexyfit Plus GmbH is not obligated to take part in extrajudicial dispute resolution.

**6. All services at one price**

The online (distance learning) course package fee includes all of the necessary services for a successful completion of the course of study:

- Access to the online study portal
- Provision of study materials (as PDF download) at no charge
- Correction of extracurricular assignments (homework) and case studies
- personal online support

**7. Payment deadline of course fee, cancellation period**

The course fees or installments are due on the first business day of each month. This is also the date for all automatic direct debits, if a SEPA mandate was authorized. The deadline for prior notice for the initial direct debit as well as a subsequent direct debit is limited to one day. The participant is responsible for sufficient funds in the account. Any costs incurred for returned requests or chargebacks are to be covered by the participant.

**8. Termination of the distance learning contract**

You may cancel your online (distance learning) contract after the first half year (6 months) with a 6 week notice period. After 6 months, contracts can be cancelled at any time with a notice period of 3 months. The cancellation notice must be in written form. The right of the contract partner (participant) and Flexyfit Plus GmbH to cancel a contract due to good cause remains intact.

This contract (purchase agreement) has a minimum term of 6 months.

**9. Cancellation and rescheduling of classroom (live) events**

Classroom and live events in connection with blended learning and online course offerings may be subject to scheduling changes due to long-term planning and organizational factors. In addition, all classroom modules or live events will take place only when the minimum number of participants has been fulfilled. For these reasons, Flexyfit Plus GmbH reserves the right to alter event dates, start times, schedules, plans, event locations, trainers or lecturers, as well as event cancel events, due to organizational or commercial demands. Participants will be informed promptly and via appropriate communication channels. For the same reason, we reserve the right to alter ongoing events, to integrate events (courses) into events (courses) with similar content, or to postpone individual event dates in the course schedule. In such cases, the participant is not obliged to the original booked event or course, as an alternative of equal value is being offered.

The participant has no claim to compensation by Flexyfit Plus GmbH for damages, financial or otherwise, that occur as a result of event or course changes of any kind.

**Cancellation Policy**

**! Right to revocation:** The participant (customer) has the right to withdraw from the purchase agreement within 14 days for any reason. The withdrawal period of 14 days begins on the day of official written registration confirmation and provision of access information for the online portal. To exercise the right of withdrawal, an express written request for withdrawal from the purchase agreement must be sent to Flexyfit Plus GmbH, Dietrichgasse 27 E.EG2, 1030 Wien, Fax.: +43 1 997 27 38-33, E-Mail: [info@sportausbildung.com](mailto:info@sportausbildung.com) (e.g. postmarked letter, fax, e-mail). To ensure the right of withdrawal, the notice must be sent within the 14 day period.

**! Consequences of the withdrawal**  
In the event of purchase agreement withdrawal, Flexyfit Plus GmbH is obliged to return all payments received without delay and within 14 days of being notified of the withdrawal. Refunds will be issued using the same payment method that was used for the original transaction, unless another payment method is expressly requested; under no circumstances will charges be incurred for the refund. In the event that the participant has received distance learning study material, this material must be returned or given over without delay and at the latest within 14 days, starting from the day the withdrawal was announced. The deadline is considered met when the items have been shipped/returned within the 14 day time period. The return shipping costs are to be borne by the sender. The customer is obliged to pay for any loss of value or damages to the goods, if this loss of value has occurred due to handling of the items beyond a necessary inspection of their quality, characteristics and function.

 - - - - - Signature (Online) Participant - - - - -

Place/Date:  
- - - - -

Update: 26. May 2021, 11:03 PM



In order to exercise your right to withdraw, you must notify us (Flexyfit Plus GmbH, Dietrichgasse 27, 1030 Wien, Fax: +43 1 997 27 38 33, E-Mail: info@flexyfitacademy.com) by way of an explicit message (e.g. postmarked letter, fax message or E-mail message) expressing your decision to withdraw from this purchase agreement. You may use the attached example Withdrawal Form, although this is not a requirement.  
To ensure adherence to the withdrawal period, the message must be sent before the expiration of the withdrawal period. The right to withdraw is excluded from business customers.

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## Einschreiben

Sender (CONSUMER)

To  
Flexyfit Plus GmbH  
Dietrichgasse 27 E.EG2  
1030 Vienna  
Austria

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Place, Date

## Withdrawal from Purchase Agreement

To Whom It May Concern,

I would like to withdrawl from the purchase agreement, completed as a distance selling contract.

Please send me written confirmation of this withdrawl.

Sincerely,

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SIGNATURE