General Terms and Conditions - Consumer Information - Right of Withdrawal

General Terms and Conditions

§ 1 Scope

- (1) These General Terms and Conditions (GTC) of gromarch (hereinafter referred to as "Provider") apply to all contracts concluded between the customer and the provider for the services presented in this shop. The inclusion of the customer's own terms and conditions is hereby rejected unless otherwise agreed.
- (2) Customers within the meaning of § 1 para. 1 are both consumers and entrepreneurs. A consumer is any natural person who enters into a legal transaction for purposes that predominantly are outside their trade, business, or profession. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their trade, business, or profession.
- (3) The version of these GTC valid at the time of the conclusion of the contract shall be authoritative. Changes to the GTC will be offered to the customer by the provider no later than two months before their proposed effective date in a legally permissible form, provided the change is reasonable for the customer taking into account the provider's interests (e.g., due to new technical developments, legal changes, market conditions, etc.). The changes become effective if the customer does not object within the specified period of two months and is informed of this legal consequence in the notification. Essential contract provisions, especially type and scope of mutual services and contract duration, may not be changed this way. Further changes require the customer's consent.

§ 2 Conclusion of Contract

- (1) The presentation of services does not constitute a binding offer by the provider but is an invitation for the customer to place an order.
- (2) By ordering a service via the online form, the customer submits a binding offer to conclude a contract. With submission, the customer confirms they have full legal capacity. The provider is not obliged to accept the offer. A confirmation of receipt does not yet constitute acceptance.
- (3) The provider may accept the offer within fourteen calendar days by sending an order confirmation or delivering the ordered service. The order confirmation is sent via email. After the deadline, the offer is considered rejected.

§ 3 Prices

Prices shown by the provider are total prices including taxes. Any additional costs are specified in the respective service presentation.

§ 4 Payment Terms

Payment terms are provided during the order process.

§ 5 Limitation of Liability

(1) The provider is liable for intent and gross negligence. For negligence, the provider is only liable for breach of essential obligations necessary for the contract's performance, limited to foreseeable, contract-typical damage. No liability exists for other negligent breaches.

Exclusions do not apply to injury to life, body, or health. Product liability laws remain unaffected.

(2) Internet data transmission cannot be guaranteed to be error-free or available at all times. The provider is not liable for constant or uninterrupted availability.

§ 6 Final Provisions

- (1) All legal relationships are governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods. For consumers, this applies only if it does not withdraw protection granted under mandatory laws of their home country.
- (2) If the customer is a merchant or a public law entity, jurisdiction lies with the provider's registered office. This also applies if the customer has no general place of jurisdiction in Germany or the EU.
- (3) Should any provision be invalid or conflict with statutory provisions, the rest of the contract remains unaffected. Invalid provisions shall be replaced by valid ones that best match the economic purpose. The same applies in case of loopholes.

Consumer Information

- (1) Provider identity is available in the legal notice (Impressum).
- (2) Essential characteristics of services are described in the respective presentation.
- (3) Contract conclusion follows § 2 of these terms.
- (4) Payment is made according to § 4 of these terms.
- (5) Contract formation for orders made via email, social media, or the contact form proceeds as follows:
- a) The customer contacts the provider with a request (e.g., course or consultation).
- b) The provider replies with service details and payment information (e.g., PayPal link).
- c) The contract is concluded once the payment is completed.
- d) After payment is received, the customer receives access credentials or consultation confirmation via email.
- (6) As contracts are formed individually, customers may cancel or modify requests anytime before final confirmation.
- (7) The contract and GTC are stored by the provider and sent to the customer via email. They may be requested again within 90 days.
- (8) Contractual communication is exclusively in English. Legal information (e.g., Privacy Policy, GTC) is also available in German.
- (9) See our Privacy Policy for data protection details.

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of contract conclusion.

To exercise your right of withdrawal, you must inform us:

gromarch (Anastasia Legkokonets)

Jamlitzer Straße 10 03046 Cottbus, Germany Phone: +49 177 8639953

Email: gromarch.contact@gmail.com

via an unambiguous declaration (e.g., letter, email) of your decision to withdraw. You may use the attached sample form but are not required to. It is sufficient to send the notice before the deadline.

Consequences of Withdrawal

If you withdraw from this contract, we will refund all payments received from you, including delivery costs (except additional costs for non-standard delivery), within fourteen days from receipt of your notice. We will use the same payment method you used, unless otherwise agreed. No fees will be charged for this refund.

If you requested that services begin during the withdrawal period, you must pay a reasonable amount for the services provided up to the withdrawal.

End of Withdrawal Policy

For further details, please refer to our General Terms and Conditions.

The following sample withdrawal form must be customized and made available to the customer before they make a binding order.

Sample Withdrawal Form

(If you wish to withdraw from the contract, please fill out this form and send it back to us.)

To:

gromarch

(Anastasia Legkokonets)

Jamlitzer Straße 10 03046 Cottbus, Germany Phone: +49 177 8639953

Email: gromarch.contact@gmail.com

I/we () hereby withdraw from 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 if this form is notified on paper):
- Date:

(*) Delete as applicable.