

Rico Brunner AG Zürcher Strasse 170, CH-9014 St. Gallen

Tel. +41 (0) 71 220 90 64 info@rico-brunner.com, www.rico-brunner.com

# General Terms and Conditions with Customer Information (GTC) and Right of Withdrawal for EU and UK-Customers of Rico Brunner AG

# 1. Scope of application

- 1.1 These General Terms and Conditions (hereinafter referred to as GTC) shall govern all legal relations between the Customer and Rico Brunner AG, Zürcher Strasse 170, CH-9014 St. Gallen, CHE-445.215.384, Switzerland. They can be accessed and printed out at www.rico-brunner.com.
- 1.2 Provisions deviating from these GTC are only binding if they have been agreed in writing by the parties. Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions of these GTC shall remain unaffected. The invalid provision shall then be replaced by a provision that comes as close as possible to the intended economic purpose. The same applies if these GTC are incomplete.
- 1.3 These GTC are valid worldwide. If parts of the GTC only apply to Customers from certain regions, this will be specified in the GTC.

### 2. Subject of the contract

- 2.1 The subject of the contract is the repair of the energy field according to Rico Brunner. With the repair of the energy field according to Rico Brunner, energy fields that no longer function optimally are to be rebuilt and the Customer's own forces activated.
- 2.2 The repair of the energy field according to Rico Brunner® can be carried out as remote treatment (see clauses 6 and 7 of these GTC). The services and the costs are partly listed in the online Customer portal <a href="https://app.rico-brunner.com/">https://app.rico-brunner.com/</a>. No energies are transferred to Customers.
- 2.3 The repair of the energy field is always carried out for the benefit of the Customer. However, the Customer acknowledges that the remote treatment (and/or repair of the energy field) may trigger changes that may influence the Customer's life or may interact with other personal processes, e.g. of a private or professional nature, which the Customer has to face independently, and the Customer is responsible for his or her own life choices and development, be it of a private or professional nature. No promises of healing are made, and no guarantees of success are given.
- 2.4 The repair of the energy field according to Rico Brunner is not a treatment in the sense of medical or therapeutic regulation and does not constitute nor replace medical or therapeutic advice or such treatment. Rather, the Customer is responsible for his or her own health and must consult licensed medical and therapeutic professionals if necessary.



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2.5 In the case of services offered free of charge, the Rico Brunner AG reserves the right to limit or terminate the free service offer with due regard to the Customer's interests, consumer rights and these GTC.

#### 3. Conclusion of Contract / Termination of Contract

- 3.1 The Customer portal is available to all Customers to order services from Rico Brunner AG.
- 3.2 The conclusion of the online order in the Customer portal will proceed as follows: Customers can select one of the services made available to them, add any conditions, such as the time and details of the service (e.g., the person) and place the service in a so-called shopping cart by clicking on the "Continue" button. The Customer can then complete the shopping cart by clicking on the shopping cart icon and remove their orders. From the shopping cart or after a service has been added to the shopping cart, click on the "For payment" button to complete the order. Customers can then select from the payment options available to them and complete the order by clicking on the "Order now" button. Before doing so, Customers can use the back button on their browser to go back in the order process and remove the services from the shopping cart or add new services. Customers are informed about necessary information with special (usually red) highlighted notes or by means of an asterisk.
- 3.3 After completion of the order process in the Customer portal, as well as by e-mail or in the case of telephone or personal contact, Rico Brunner AG sends the Customer an automatic order confirmation by e-mail, in which the Customer's order is listed (order confirmation). The sending of the order confirmation constitutes the conclusion of the contract between Rico Brunner AG and the Customer. The contract shall be concluded before the order confirmation is sent or, even if it is not sent, if Rico Brunner AG expressly confirms the order or commission within four days, starts to provide the service, requests payment from the Customer and provides the Customer with bank details or sends an invoice or if the Customer has made the payment using the options provided to him by Rico Brunner AG. Rico Brunner AG can only assume responsibility for the delivery of the e-mails until the e-mail is sent. Whether the e-mail is received depends on factors that Rico Brunner AG cannot influence (spam filter, provider, etc.). It may be that the e-mail is received by the Customer but is filed in the spam folder. It is the Customer's responsibility to check the spam folder and, if necessary, add the e-mail address of Rico Brunner AG to the safe recipients. These are the e-mail addresses info@rico-brunner.com and noreply@rico-brunner.com.
- 3.4 Together with the order confirmation, but no later than upon performance of the service, Customers shall receive the link of the GTC including Instructions on Withdrawal. If Customers have created a Customer account, they can view their placed orders in their profile area. Orders/invoices are displayed retroactively for 365 days. In addition, Customers can print out the order confirmation as part of the ordering process using the print functions of their browser. Rico Brunner AG stores the text of the contract but does not make it accessible on the Internet.
- 3.5 The contract may be terminated by either party at any time after any minimum term.
- 3.6 In the event of contract cancellations, the Customer shall bear the following costs:
  - in the case of face-to-face and telephone sessions cancelled less than 24 hours before the



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start of the session, the entire session fee.

### 4. Customer Account and Account protection

- 4.1 The Customer may only create one Customer account, multiple registrations with different e-mail addresses are not permitted.
- 4.2 The Customer is responsible for exercising the greatest possible care when using access data (logins/passwords) and for taking all measures to ensure the confidential and secure handling of access data and to prevent their disclosure to unauthorized third parties. The Customer is responsible for the misuse of access data.

# 5. Invoicing / Payment

5.1 Orders may only be placed via the online Customer portal at https://app.rico-brunner.com and payment is possible exclusively by credit card. Other payment methods are not available. If the online payment via credit card cannot be debited, the debit will be attempted for 10 days, after which the service will be discontinued. The obligation to pay outstanding invoices remains in effect regardless of service suspension. The Customer is required to settle any outstanding amounts.

Invoices will be issued:

- for remote treatment after their start and for unlimited remote accompaniment sessions
   (clause 6.3.) subsequently on a monthly basis with a payment term of 30 days
- for telephone and personal sessions after their completion
- 5.2 Invoices are due and payable, unless prepaid, as follows (expiration date):
  - for remote treatment and telephone and face-to-face sessions, within 30 days of the invoice date.
- 5.3 If third-party providers are commissioned with the payment processing, e.g. Stripe, their General Terms and Conditions shall apply.
- 5.4 Rico Brunner AG reserves the right to adjust the fees. The adjustment must give the Customer a lead time of at least two weeks before the Customer's next termination date. The adjustment shall become effective if Rico Brunner AG does not receive an objection from the Customer within two weeks after receipt of the corresponding change notification by the Customer. Rico Brunner AG will inform the Customer of the objection period and the consequences of a failure to object when notifying the Customer of the change.
- 5.5 If a Customer falls behind with payments, Rico Brunner AG has the right to refuse the fullfilment of due services to the Customer and to block access to the Customer account until the arrears are settled. In such cases, Rico Brunner AG will notify the Customer of the impending block, providing a grace period to remedy the default. Furthermore, Rico Brunner AG is entitled to terminate any



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- ongoing remote treatment at its own discretion. In this event, a confirmation of termination will be sent to the Customer. The other statutory and contractual rights of Rico Brunner AG due to default of payment by the Customer shall remain unaffected.
- 5.6 The invoices have a payment term of 30 days. The Customer shall already be in default by missing the payment deadline. In this case, the Customer shall pay the statutory default interest. The Customer's obligation to pay default interest shall not preclude Rico Brunner AG from pursuing further claims for damages caused by default.
- 5.7 The Customer shall only have a right of set-off if his counterclaims have been legally established or acknowledged by Rico Brunner AG. The Customer may only exercise a right of retention if the claims result from the same contractual relationship.
- 5.8 Costs incurred due to the reversal of a payment transaction due to insufficient funds or incorrect data provided by the Customer, as well as costs for reminders of due payments, will be charged to the Customer. This explicitly applies to costs incurred when the Customer stops, rejects or refuses an already granted direct debit authorisation. All fees and processing costs incurred in such cases will be fully charged to the Customer. The following reminder fees will be charged in the event of late payment, although in individual cases, higher actual costs incurred may be claimed:
  - For Customers who are not EU citizens: no fee for the 1st reminder, CHF 5.90 for the 2nd reminder, CHF 7.50 for each reminder from the 3rd onwards. For each debt collection action, an additional CHF 20.00 will be charged on top of the debt collection fees.
  - For Customers who are EU citizens, only the actual direct costs incurred by Rico Brunner AG
    (material costs and third-party fees, such as postage costs or direct debit return fees) will be
    charged. The Customer reserves the right to provide evidence of lower costs. For Customers
    who are EU citizens, a fee of 3.00 euros will be charged for each reminder.

# 6. Remote treatments and Money-back guarantee

- 6.1 Applies only to Customers from Germany, Austria, Switzerland or Liechtenstein: Remote treatments are intended to support Customers and third parties with the energy field repair according to Rico Brunner® in order to activate their own powers.
- 6.2 Applies only to Customers from Germany, Austria, Switzerland or Liechtenstein: The reasons for remote treatments communicated by Customers by e-mail, telephone or via the Customer portal or in person shall be included in the remote treatments to the best of our efforts. Customers can enter adjustments for remote treatments at any time via the online Customer account app.rico-brunner.com. In the Customer portal, the reason for the treatment can be adjusted directly by Customers, but it is not a required field, as this information itself is not required.
- 6.3 Remote treatments shall be agreed as a subscription with a minimum term of one month. The contract may be terminated by either party with one month's notice to the end of the agreed minimum term. If no notice of termination is given in due time, the contract shall be extended for an



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indefinite period and may then be terminated by either party at any time with one month's notice.

- 6.4 For remote treatments, Customers who are not satisfied with the remote treatment have a 30-day money-back guarantee from the start of the remote treatment. The money-back guarantee can be claimed once for each person. The Customer will be refunded the costs for a maximum of 30 days from the start of the remote treatment without acknowledging any legal obligation. The money-back guarantee must be claimed within 30 days from the start of the remote treatment by e-mail to: <a href="mailto:info@rico-brunner.com">info@rico-brunner.com</a> or by telephone +41 (0)71 220 90 64 to Rico Brunner AG, stating a payment address with IBAN and BIC number. Transfer costs may be deducted.
- 6.5 If a Customer makes use of the 30-day money-back guarantee, Rico Brunner AG may terminate all remote accompaniments booked by this Customer with immediate effect. Fees accrued up to that point shall nevertheless remain fully payable by the Customer to Rico Brunner AG. The statutory right of withdrawal shall not be limited by the money-back guarantee. Apart from this, no further obligations shall arise for the Customer from making use of the 30-day money-back guarantee.

# 7. Sessions - by telephone and in person

- 7.1 Sessions (by phone or in person) begin with an energy field analysis. They are continued in counseling sessions, accompanied if necessary by appropriate measures.
- 7.2 If the Customer wishes a session in a language other than German, the involvement of an interpreter is required. The interpreter shall be provided by the Customer. The costs of the interpreter shall be borne by the Customer. Rico Brunner AG shall not assume any liability for the accuracy of the translation.

### 8. Communication with the Customer

- 8.1 Customer communication such as appointment confirmations and appointment reminders, invoicing and similar, shall generally be conducted via e-mail at <a href="mailto:info@rico-brunner.com">info@rico-brunner.com</a>.
- 8.2 Customer communication is kept with the purpose of making all decisions, orders as well as messages traceable. This is kept in accordance with the GDPR guidelines and automatically deleted if necessary. This guarantees a high quality of communication and transparency and reflects the philosophy of Rico Brunner AG.

# 9. Warranty and period of validity

The statutory provisions on warranty law shall apply.

# 10. Trademark protection



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- 10.1 Unless otherwise agreed in writing, the copyrights and exploitation rights to the products/services of Rico Brunner® Energy Field Repair and the data thereof (electronic and print) as well as the knowledge of Rico Brunner AG conveyed in the workshops, in the lectures, in video and audio podcasts shall remain exclusively with Rico Brunner AG or, if applicable, with the separately named rights holders. This also includes the website of Rico Brunner AG at www.rico-brunner.com, its seminar documents and its brochures.
- 10.2 Any exploitation of the rights thereto contrary to the provisions of copyright law shall be prohibited, in particular copying, editing, distributing and any kind of exploitation, including the Customer's own instructional design.
- 10.3 Image, video and sound recordings of meetings (by telephone and in person), of workshops or of lectures held by Rico Brunner AG are prohibited for the Customer.
- 10.4 The Trademarks "Energiefeld-Instandsetzung nach Rico Brunner"®, meaning "Energy Field Repair according to Rico Brunner" and "Starke Energien starkes Leben"®, meaning "Strong Energies Strong Life"® are registered and protected trademarks in Switzerland/European Union. Customers and third parties are prohibited from using these trademarks without the written consent of Rico Brunner AG.

# 11. Information on the rights of withdrawal for EU/UK Customers

#### 11.1 Instructions on Withdrawal

For the purposes of these Instructions on Withdrawal, "Consumer" means any natural person who enters into a legal transaction for purposes which are predominantly outside his or her trade, business or profession.

The right of withdrawal does not apply to consumers who have their domicile, habitual residence or delivery address at the time of conclusion of the contract and delivery outside a member state of the European Union (EU) or the European Economic Area (EEA) or the United Kingdom.

#### 11.2 Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period is 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Rico Brunner AG, Zürcher Strasse 170, CH-9014 St. Gallen, CHE-445.215.384, Switzerland, e-mail-address: <a href="mailto:info@rico-brunner.com">info@rico-brunner.com</a>), of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post or e-mail). 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.

#### 11.3 Consequences of the Exercise of the Right of Withdrawal

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



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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. 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 any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

# 11.4 Model Withdrawal Form (If you wish to withdraw the contract, please complete and return this form). To Rico Brunner AG, Zürcher Strasse 170, CH-9014 St. Gallen, CHE-445.215.384, Switzerland, e-mail-address: info@rico-brunner.com I/we (\*) hereby revoke the contract concluded by me/us (\*) concerning the purchase of the following goods (\*)/provision of the following service (\*) Ordered on (\*) \_\_\_\_\_\_/ received on (\*) \_\_\_\_\_\_ Name of the consumer(s) Address of consumer(s) Signature of the consumer(s) (only in case of paper communication) Date (\*) Delete where inapplicable.

#### 11.5 Exclusion or Premature Expiry of the Right of Withdrawal

The right of withdrawal shall expire prematurely if we have only commenced performance of the contract after you have given your express consent and at the same time confirmed your



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understanding that you shall lose your right of withdrawal upon commencement of performance of the contract on our part. We point out that we can make the conclusion of the contract dependent on the aforementioned consent and confirmation.

# 12. Confidentiality and data protection

- 12.1 Rico Brunner AG treats the data and information from the Customer's area confidentially. This duty of confidentiality also applies to their employees, consultants and third parties with insight into the Customer data. This duty does not apply insofar as Rico Brunner AG is legally obliged to provide information.
- 12.2 Rico Brunner AG undertakes to comply with the data protection and data security guidelines. This obligation also applies to its employees, consultants and third parties with access to Customer data.
- 12.3 Data protection for data transmissions in open networks such as the Internet is not conclusively guaranteed according to the current state of the art. Rico Brunner AG bears no responsibility for this.
- 12.4 Rico Brunner AG shall provide the Customer with information on the data stored by it free of charge upon request. At the request of the Customer, the data will be deleted in accordance with the data protection law or blocked for further processing.

#### 13. Amendment of the GTC

- 13.1 Rico Brunner AG reserves the right to amend the GTC at any time with effect for the future. The change will only be made for Customers if the changes are reasonable for the Customers, especially if the following factual reasons apply:
  - if the amendment serves to bring the GTC into conformity with the applicable law, in particular if the applicable legal situation changes;
  - if the change serves Rico Brunner AG to comply with mandatory judicial or official decisions;
  - if completely new services of Rico Brunner AG or service elements as well as technical or organizational processes of Rico Brunner AG require a description or regulation in the General Terms and Conditions and the existing contractual relationship with the Customers is not affected to their detriment as a result;
  - if the change is only beneficial to Customers.
- 13.2 In the event of amendments, Rico Brunner AG shall notify the Customers of the amended GTC at least in text form so that the Customers have two weeks to object to the amendment. The notice may not be given if it would unreasonably prejudice the contractual interests of the Customers. If Customers do not object to the amended terms within the period, they shall be deemed to have accepted them. Customers will be informed of these consequences in particular in the notice of



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amendment. The Customer's ordinary and extraordinary right of termination shall remain unaffected by any amendments to the GTC in accordance with this provision.

# 14. Final provisions

- 14.1 The contract language is German and English.
- 14.2 For Customers who are not EU consumers, the following applies: All legal relationships between the Customer and Rico Brunner AG are subject to Swiss law and the place of jurisdiction for all disputes arising from such legal relationships is St. Gallen as the registered office of Rico Brunner AG. Rico Brunner AG is, however, entitled to take legal action against the Customer before the competent court at the Customer's place of residence or business or before any other competent court.
- 14.3 For Customers who are EU consumers, the following information applies: We are not willing and not obliged to participate in a dispute resolution procedure before a Customer arbitration board.

#### Status: St. Gallen, November 01, 2025

For ease of reading, we have chosen the masculine form. Of course, both genders are meant.