



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

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RICO BRUNNER

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 retrieved and printed out at www.rico-brunner.com.
- 1.2 Deviating provisions to 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 economic objective. The same applies if these GTC contain any regulatory omissions.
- 1.3 These GTC are valid worldwide. If parts of the GTC only apply to Customers from certain regions, this will be indicated 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, are rebuilt and the Customer's own forces are activated.
- 2.2 The repair of the energy field according to Rico Brunner® can be carried out as remote treatment (see clauses 6 to 7 of these GTC). The services and the costs are partly listed in the online Customer portal <https://app.rico-brunner.com/>. 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 arrangement 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.

- 2.5 In the case of services offered free of charge, the 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 may order or cancel the services of Rico Brunner AG in person, by telephone, in writing, via e-mail, via the Customer portal or via the order form on the website www.rico-brunner.com of 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 again and which the Customer can print out via the "Print" function (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. 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 Rico Brunner AG shall send the Customer an order confirmation with all order data to the e-mail address provided by the Customer. 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. Workshops are excluded from this. For these, the provisions of sections 10.4 to 10.6 of these GTC apply.

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 start of the session, the entire session fee.
- in the case of workshops, those in accordance with the provisions of Sections 10.4 to 10.6 of these GTC.

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 Payment methods are online payment services such as credit cards, billing, Postcard, TWINT, EC, direct debit and PayPal. Not all payment methods are available for all Customers. Which payment methods are available for which country can be seen in the Rico Brunner app at <https://app.rico-brunner.com>. 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.

Invoices will be issued:

- for remote treatment after their start and for unlimited remote accompaniment sessions (item 6.3.) subsequently on a monthly basis with a payment term of 30 days
- for telephone and personal sessions after their completion
- for energy field analyses prior to their preparation for workshops upon conclusion of the contract (cf. item 3.1 paragraph 2).

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.
- for workshops by the 1st day of the course.



If installments have been agreed for the workshop, the installments are due and payable according to a separate agreement (expiration date).

- 5.3 If third-party providers are commissioned with the payment processing, e.g. Paypal, 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 two weeks before the Customer's next termination date. The adjustment shall become effective if Rico Brunner AG does not receive an extraordinary notice of termination 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 defaults on payments, Rico Brunner AG shall be entitled to refuse performance of due services to the Customer and to block access to the Customer's account until the default has been remedied. In such cases, Rico Brunner AG shall notify the Customer of the blocking with an advance notice period of regularly 10 working days for the elimination of the default. The other statutory and contractual rights of Rico Brunner AG due to default of payment by the Customer shall remain unaffected. Blocking may not take place if it is unreasonable and/or unreasonable for the Customer.
- 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 by chargeback of a payment transaction due to lack of funds or due to incorrect data transmitted by Customers as well as by reminders of due receivables shall be charged to the Customers. For Customers who are EU citizens, the following applies: Only the costs actually directly incurred by Rico Brunner AG (material costs and third-party fees, such as postage costs or return debit note fees) shall be invoiced, which shall be charged at an amount of 3.00 Euro will be charged. The Customer reserves the right to prove lower costs.
For Customers who are not EU citizens, the following applies: Collection costs will be charged for reminders:
 - for the 1st reminder none, for the 2nd reminder CHF 5.90, from the 3rd reminder per reminder CHF 7.50
 - for each debt collection action in addition to the debt collection fees CHF 20.00.

6. Remote treatments and Money-back guarantee



- 6.1 Applies only to Customers from Germany, Austria or Switzerland: 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 or Switzerland: 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 are agreed upon for the duration of one month in a subscription. 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 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. This guarantee also applies to remote treatments booked for third parties. 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 recognition of a legal obligation. The money-back guarantee must be claimed within 30 days from the start of the remote treatment by e-mail to: info@rico-brunner.com or by telephone +41 (0)71 220 90 64 to Rico Brunner AG, stating a payment address with IBAN and BIC number. We reserve the right to charge transfer costs.
- 6.5 If a Customer makes use of the 30-day money-back guarantee, Rico Brunner AG may terminate all remote treatments booked by this Customer with immediate effect. The Customer shall nevertheless remain liable to Rico Brunner AG in full for the remuneration accrued for these until that time. Rico Brunner AG in full. The money-back guarantee does not restrict the statutory right of withdrawal. Ordering the remote treatment gift does not create any obligations. No other obligations arise for the Customer from the use of the 30-day money-back guarantee.
- 6.6 If the Customer claims a free remote treatment (remote treatment gift), this is already considered as 30 trial days. Therefore, after the remote treatment gift, the 30-day money-back guarantee can no longer be claimed.

7. Energy field analysis (applies only to Customers from Germany, Austria or Switzerland)

- 7.1 The costs of the energy field analysis represent an independent service that must be additionally requested by the Customer and agreed separately. The use of other products or their termination has no influence on the energy field analysis.
- 7.2 The term of the energy field analysis is three months. There is no automatic renewal, a new energy field analysis must be requested separately.



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- 7.3 The validity of the audio analyses is calculated from the "date of the audio file", which corresponds to the date of the e-mail sent to the Customer with the reference to the audio file.
- 7.4 Test offers shall only receive an audio analysis if this is expressly assured within the scope of the test offer.

8. Sessions - by telephone and in person

- 8.1 Sessions (by phone or in person) begin with an energy field analysis. They are continued in counseling sessions, accompanied if necessary by appropriate measures.
- 8.2 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.

9. Remote treatments for third parties (applies only to Customers from Germany, Austria or Switzerland)

- 9.1 Accompanying third persons from a distance requires the consent of the third persons.
- 9.2 The accompanying reasons are meaningless for remote treatments, since all information from the energy field is read remotely.

10. Workshops (applies only to Customers from Germany, Austria or Switzerland)

- 10.1 Workshops are aimed at people who would like to take a closer look at themselves, acquire knowledge on the subject of energy fields and learn the working method of energy field repair according to Rico Brunner®.
- 10.2 The workshop course costs include attendance at the seminar and any course documentation. Travel and accommodation for participation in the workshop are the responsibility of the Customer.
- 10.3 The number of participants in workshops is usually limited. The principle of "first come, first serve" applies.
- 10.4 Workshops are usually held with a minimum of 8 participants. If this number is not reached, Rico Brunner AG reserves the right to cancel or postpone the workshop. Customers who have already registered will be informed of a cancellation or postponement no later than 60 calendar days before the start of the workshop.
- 10.5 If a workshop has to be cancelled or postponed due to a low number of participants or due to the inability of the workshop instructor to attend through no fault of his own, any course fees paid will be refunded to the Customer or credited to a postponement date if the Customer is able to attend



this date. Rico Brunner AG is not liable for cancellation costs arising from travel and accommodation or for direct or indirect damage to the Customer. Rico Brunner AG recommends that its Customers take out cancellation insurance.

- 10.6 Cancellation of the workshop by the Customer shall come about if Rico Brunner AG agrees to this in writing. In the event of a cancellation, the share of the costs to be paid shall be determined according to the time of the cancellation:

Cancellation fees:

- 19 calendar days before the course starts: 100% of the course costs;
- 20 to 39 calendar days before course start: 75% of course costs;
- 40 to 59 calendar days before course start: 50% of the course costs;
- 60 calendar days prior to course start: CHF 150.00 cancellation fee.

If the Customer provides a reasonable substitute participant, the cancellation fees will be waived.

11. Communication with the Customer

- 11.1 Customer communication such as appointment confirmations and appointment reminders, invoicing, etc. are usually sent by e-mail to info@rico-brunner.com.
- 11.2 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.

12. Warranty and period of validity

The statutory provisions on warranty law shall apply.

13. Trademark protection

- 13.1 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.
- 13.2 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.



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- 13.3 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.
- 13.4 The Trademark “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.

14. Information on the right of withdrawal for EU/UK Customers

14.1 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.

14.2 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: info@rico-brunner.com, 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.

14.3 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 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.



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14.4 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.

14.5 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 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.

15. Confidentiality and data protection

15.1 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. They do not apply insofar as Rico Brunner AG is legally obliged to provide information.



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- 15.2 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.
- 15.3 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.
- 15.4 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.

16. Amendment of the GTC

- 16.1 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.
- 16.2 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 amendment. The Customer's ordinary and extraordinary right of termination shall remain unaffected by any amendments to the GTC in accordance with this provision.

17. Final provisions

- 17.1 The contract language is German and English.
- 17.2 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



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court at the Customer's place of residence or business or before any other competent court.

17.3 For Customers who are EU consumers, the following information applies: European Commission platform for online dispute resolution (OS) for Customers: <http://ec.europa.eu/consumers/odr/>. We are not willing and not obliged to participate in a dispute resolution procedure before a Customer arbitration board.

Status: St. Gallen, July 6, 2022

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