

General Terms and Conditions (GTC)

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Contractual partner

The following agreement shall come into being based on these General Terms and Conditions (GTC) between the customer and

bizmo

powered by: Global Solutions Systems GmbH
Ravenéstr. 1
13347 Berlin

Authorized Managing Director: Tomas Klünner

Register court: Berlin-Charlottenburg
Register number: HRB 160098 B

hereinafter referred to as "provider":

Subject of the agreement

Through this contract, the customer acquires, for a limited period of time, the right to use "bizmo", an "information, marketing and training app". The customer gains access to "bizmo" either via the bizmo website on the internet or via the "bizmo App". In all cases, the new customer initially gets the status "passive" and thus the opportunity to explore the subject of this agreement FREE OF CHARGE for an initial period of 30 days. "bizmo" offers information on wellness and health topics as well as motivation and sales-supporting tools in 9 categories and 3 different variants. The first variant, called BASIC, offers 3 categories, is permanently FREE OF CHARGE and grants the customer the status "inactive". This variant is automatically selected if the customer does not make a decision after the 30-day trial phase has expired, or if there is no extension after the end of a chargeable period. The second variant, called PRO, offers 6 categories for the price of 7.50 Euro net. The third variant, called ELITE, offers 9 categories for the price of 15.00 Euro net. The duration is one month from the day of payment. The customer has the option of converting his order into a subscription with a simple click, which he can suspend at any time with an equally simple click. By choosing one of the chargeable offers, the customer receives the status "active". Customers who are listed as BASIC for 12 consecutive months lose the right to their account and can be removed from the system by the provider. These customers may then have to re-register (see point 3.8 of the "Conditions of Participation").

Rules & Regulations

The following 4 texts together form the "Rules & Regulations" of "bizmo". The "Conditions of Participation" and the "Community Rules" are an integral part of these GTC. All 4 documents must be accepted by the customer in order to participate in "bizmo":

- **General Terms and Conditions (GTC)**
Download: <https://bizmo.world/gtc.pdf>
- **Privacy Policy**
Download: <https://bizmo.world/privacy.pdf>
- **Conditions of Participation**
Download: <https://bizmo.world/conditions.pdf>
- **Community Rules**
Download: <https://bizmo.world/rules.pdf>

Conclusion of the agreement

This agreement shall come into being exclusively in terms of an electronic business agreement through the provider's shop system. The offers represented represent a non-binding request to provide an offer through the customer's order, which the provider may accept.

The ordering process to conclude the agreement includes the following steps:

- Registering through a bizmo.me page owned by "Global Solutions Systems GmbH" or a community member
- Accepting the GTC (including "Privacy Policy", "Conditions of Participation" and "Community Rules")
- Pressing the "Come into the team" button
- Receiving an e-mail confirmation
- Clicking the confirmation link to activate membership with a "passive" status
- Logging in on the website www.bizmo.world with username and password or into the App
- Switching to the "back office" area
- Accessing the menu point: "Membership", submenu "Contribute payment"
- Selecting an option BASIC, PRO, or ELITE by clicking on "Order now"
- Selecting a payment type from the dropdown list
- Ending the payment process on the payment provider's website.
- The agreement shall come into being when the customer gets an order confirmation or an invoice.

Contractual duration

The subject of this agreement is an ongoing service and the agreement is concluded for an indefinite amount of time. Each contractual party may terminate the agreement at any time without notice, whereby the provider typically will not make use of this right. The right of an extraordinary termination for just cause, in particular due to violations of the primary contractual obligations, shall remain unaffected. The termination is effective if submitted in the following form: Electronic / e-mail.

Prices, shipping costs, return costs

The prices for membership in the bizmo community are net prices on which VAT is levied in accordance with the statutory provisions in the customer's country of residence. Further details are regulated by §9 of the "Conditions of Participation". In addition, depending on the method of payment, additional costs may be incurred for the "cost of monetary transactions", which will be invoiced with the order. Since "bizmo" is an electronic product, no shipping costs will be charged. Due to the free 30-day test phase, there is no right of withdrawal after the conclusion of a membership, but only the possibility not to renew the membership again. There are no return costs.

Payment conditions

The customer can find all payment options in the "bizmo" member area. These includes external payment providers. By using one of these payment providers, the customer accepts the payment provider's respective conditions. In addition, the Customer has the option of paying for his membership with money from his E-Wallet (see definition in 2.2 of the "Conditions of Participation"). Payment methods not listed in the system are not offered and will be rejected. If a payment provider is used, this enables the provider and the customer to process the payment between themselves. The payment provider forwards the customer's payment to the provider. Further information can be found on the payment provider's website. When paying by credit card, the customer must be the cardholder. All payment methods are debited immediately, as "bizmo" also makes the offer "immediately" accessible to the customer. Payment is due without deduction on the invoice date. The invoice will be issued at the moment of the application.

Delivery conditions

The provider shall grant the customer access to the "bizmo" member area directly after receiving their registration. The digital content of the community and the "bizmo app" jointly form the "product," which the customer may initially review for 36 days free of charge. If the customer then decides to purchase a membership within this time period or at any time thereafter – no matter whether they purchase the BASIC, PRO, or ELITE package – the customer will no longer have any right of withdrawal, but rather may only allow their membership to expire. To do so, they must switch the "Subscription" option to "off" (see 6.3 of the "Conditions of Participation").

Service

International customer service for "bizmo" is handled by:

Global Solutions Systems GmbH
Ravenéstr. 1
13347 Berlin

Hotline: 00 49 30 89615407

support@bizmo.world

Support service hours (CET):

Monday to Friday: 9:00 AM to 12:00 PM

Monday to Thursday: 3:00 PM to 5:00 PM

Disclaimer

All claims for damages by the customer shall be excluded, if not otherwise indicated under the following grounds. This also applies to representatives and agents of the provider, if the customer lodges claim for damages against these expectations. Claims for damages by the customer due to injury to life, body, and health are excepted. This also does not apply to claims for damages due to an intentional or grossly negligent breach of duty by the provider or their legal representative or agent.

Language, place of jurisdiction, and applicable law

This agreement has originally been drafted in the German language. If there is a conflict between any translation of this agreement and the German version, the German version shall prevail. The law of the country “Federal Republic of Germany” shall apply exclusively. The headquarter of the provider shall be agreed as the place of jurisdiction regarding any disputes with members of “bizmo”.

Amendments to these GTC

The provider reserves the right to amend or adjust these GTC at any time. All community members will be notified by e-mail and over the internal community notification system regarding every amendment to the GTC, and will receive a six-week right to extraordinary termination. Members who make use of this option may receive a reimbursement for their last membership fee payment. The amendment will be considered accepted by the customer after end of the 6-week term.

Severability clause

If a provision of these GTC is invalid, this shall not affect the validity of the remaining provisions.

Last revised: 24. January 2020