

# General Terms and Conditions of digital value creators (DVC)

## Legal Notice and General Terms and Conditions

This information was issued by digital value creators (DVC) Switzerland (“DVC”, “we”, “us”, “our”, “ours”).

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## 1. Scope of Application

1.1 These General Terms and Conditions (hereinafter referred to as "Terms and Conditions") apply to the services offered by us, Dr. Barbara Flügge, DoktorB, Dr. Barbara Fluegge, digital value creators (DVC), digitalvaluecreators.com, DIGITIZINGECOSYSTEMS.com and BARBARA-FLUEGGE.com (hereinafter referred to as "we", "our" or "us" or “DVC” or “dvc”), including the products, services, tools, documents, and material offered under www.digitizingecosystems.com as well as www.barbara-fluegge.com and our online outlets (e.g. LinkedIn, etc.), (hereinafter individually and collectively referred to as "Website") and all contracts concluded via our Website between us and you as our customer. The Terms and Conditions apply regardless of whether you are a client, consumer, entrepreneur, merchant, institutional, public, or private organization or expert.

1.2 All agreements made between you and us in connection with the respective contract result in particular from these terms and conditions, our written order confirmation and our declaration of acceptance.

1.3 The version of the Terms and Conditions valid at the time the contract is concluded shall apply.

1.4 We do not accept deviating conditions of the customer. This shall also apply if we do not expressly object to such inclusion.

## 2. Intellectual Property and Rights of Use

The website offers services, products, tools, documents, and material for purchase in our shop. All works presented and distributed on this website are subject to copyright protection. The use or reproduction in other electronic or printed publications or shops is not permitted without our express consent.

The reproduction of our website or its contents, their provided documents and contributions - in textual, printed, sensual, audio, visual or audio-visual form - is strictly prohibited. Likewise, the duplication of the works, ideas, and figures presented on our website is strictly forbidden - either as a whole or in parts or by forwarding the works, ideas and figures, their transmission, their transmission, their re-use, their resale or their sales.

The website uses photos. These are subject to the protection of the copyrights of the respective photographers, which made these photos available. Reproduction, distribution, transmission, reuse in original or modified form is prohibited without the express written consent of us.

The domains of us and our websites are the sole property of Dr. Barbara Flügge (international writing: Fluegge), Managing Director of DVC, regardless of lower case, upper case, lower and upper case, phonetic, audio based, visual or sensory representation.

## 3. Payment Terms and Order Processing

Customer shall make the payments specified in the payment terms of the online shop or if applicable specified in individual contracts for the services performed by us.

### 3.1 Introduction to the Online Shop

We offer a great variety for our prospects and clients seeking to grow into new markets, empower their competences and skills, and driving the change in their ecosystems.

The advantages of the online shop for you as a decision-maker, project team, student and interested party lie in the availability of high-quality and practically applicable articles such as products, material, tools, and our services. These have been tested and carefully researched in distinct fields of application. These we have tested in extensive iterations.

The shop hereby offers you several benefits:

- You receive the knowhow and expertise from Dr. Barbara Flügge and her team of about 24 years full of strategy, design, development, composition, and implementation procedures, methods and projects as well as management tasks and clients projects and needs.
- You receive high-quality products, services, and downloadable contributions Swiss Made, Made in Germany and Made in Austria with specialized taste for your purpose.
- You choose without obligation.
- You order and the product is being reserved.
- Through efficient business processing and arrangements with suppliers from Switzerland, Germany and Austria, we optimize the manufacturing and purchasing effort.
- We work with specialized logistics service providers that take care of the logistics supply chain for your products purchased in the shop.

### 3.2 Terms and Conditions in Detail

#### 3.2.1 Selection

Any orders related to physical or digital products placed via the website are subject to fulfillment, provided that the items are available for sale and thus for delivery. The situation that an article is available for sale but not for delivery does not arise usually. Though, an exception occurs when we make a pre-announcement for an item available in the near future and you are able to pre-order the item.

#### 3.2.2 Ordering

Each order will be confirmed to you by electronic mail ("e-mail").

#### 3.2.3 Payment methods

In order to provide our customers with the greatest possible security in the payment process, we have decided to offer payments via direct debit, direct bank transfer as prepayment and Stripe. Stripe is a trusted service provider in the international payment system.

##### a) Choice of payment method

Our longterm customers are given the opportunity to choose the payment method they prefer.

New customers solely are eligible to advance payment either handled online by direct debiting or by direct bank transfer to DVC (advance payment).

##### b) Currency fluctuations

Regardless of the currency you choose, payment will be made in Swiss Francs (CHF/SFR) or EURO (EUR). The prices at the time of ordering apply to each order. The currency conversion rates at the time of the order apply to each order.

c) You place an order in the Online Shop. You confirm the order by clicking "Pay". You thereby declare your agreement to accept the contract and DVC's General Terms and Conditions. If you place an order via one of DVC's platform partners on their online stores, the platform service provider's own special terms and conditions shall apply. Exceptions may occur when ordering our services through the use of external platform service providers such as Amazon and Copcart.

As soon as payment has been made, delivery of the ordered item will be arranged. We reserve the right to cancel a delivery if a customer has not completed the payment process or if the order is subsequently canceled promptly.

d) As soon as the payment based on your payment selection has been made, the delivery of the ordered article or service will be arranged. We reserve the right to cancel a delivery if a customer does not complete the payment process within the delivery preparation time span.

### 3.4 Pricing

All information on products, product characteristics and prices are subject to error. Our offer is subject to change without notice. The shop has a price guarantee, i.e. the prices are valid from the publication six months. A change of the gross prices is possible after the expiration of six months. The value added tax ("VAT") is based on the generally valid value added tax rate in Switzerland. This is to date 8.1%, in words eight points one percent. Further expenses such as shipping, customs duties and other import relevant expenses are calculated separately and apply in addition to the gross price.

### 3.5 Invoicing, delivery and ownership

The invoice is issued on the basis of the prices and conditions posted in the shop. The price charged to the buyer is derived from the selection made by the buyer, i.e. the gross price plus shipping costs and any relevant customs and import conditions. The prices are published under in the shop. For each order the prices at the time of the order are valid. Shipping costs vary according by delivery address and are charged to you.

We deliver worldwide. Customs clearance and other expenses are invoiced directly to the customer by the forwarding agent and are to be paid at the latest at the time of delivery. Any order placed via the website will be confirmed to you immediately and if possible. Should there nevertheless be deviations, you are obliged to inform us of these immediately.

The delivered works remain our property until full payment has been received.

### 3.6 Terms of Payment

Prices are quoted without VAT unless it is clearly stated in the product prices that VAT is already included and/or that VAT does not apply (so-called EU reverse charge system). In any case, the legal regulations of Switzerland with third countries apply. This is clearly and transparently indicated both for online orders and for direct contractual agreements with DVC.

In the unlikely case that payments are not completed, partly made or delayed, we reserve the right to remind you two times and herein we will send you two reminders in writing via Email and/or per Mail. In case the payment is still incomplete or due after the second reminder, a 12% charge of the owed amount is being added. A written formal letter will be submitted.

### 3.7 Payment Delays

**DEFAULT OF PAYMENT:** The invoice amount is due for payment on the calendar day stated in the invoice and/or on the payment date confirmed in the order. The default interest rate is 9%. The contractor reserves the right to refuse an order until the total outstanding amount has been paid. CHF 15.00 will be charged for the first reminder. CHF 20.00 will be charged for each subsequent reminder. The debt is collected by Creditreform Egeli St. Gallen AG. The expenses incurred for this are subject to reimbursement and depend on the amount of the claim. The fees after an unsuccessful

second reminder are CHF 60.00 up to a claim amount (FH) of CHF 50, CHF 100.00 up to FH CHF 150, CHF 125.00 up to FH CHF 300, CHF 190.00 up to FH CHF 500, CHF 260.00 up to FH CHF 1000, CHF 350.00 up to FH CHF 2000, CHF 530.00 up to FH CHF 4000, CHF 900.00 up to FH CHF 8000, CHF 1330.00 up to FH CHF 16000, CHF 2000.00 up to FH CHF 32000, CHF 2600.00 up to FH CHF 50000, from FH CHF 50000 they amount to 5.5% of the claim.

## 4. Services Agreement

In addition to the conditions set out in section 3, the following provisions apply to consulting services and service commissions. The latter are DoktorB Mentoring, the special programs DoktorB Double Your Business ©, DoktorB Magic Business Chances ©, DVC Value Analysis ©, DVC Value Creation ©, DVC Go Live ©, ABCResilience.com ©.

This digital value creators (DVC) (“Service”) Client Agreement (“Agreement”) is made between you (“you” or “your” or “client”) and digital value creators (DVC) (“Company”, “I” or “we”).

Unless otherwise agreed by the Parties, a Party must not disclose the terms of this contract or anything related or connected to this contract to a third party unless the other party has agreed via written consent.

This agreement is not intended to create a partnership, joint venture, or agency relationship between the Parties.

You have relied entirely upon your own enquiries and inspections of engaging with digital value creators (DVC) and Dr. Barbara Fluegge.

Neither party shall be liable to the other for any loss of income or contracts, loss of profit (direct or indirect) or for any incidental, indirect, special, or consequential loss or damage arising out of or in connection with the agreement.

The General Terms and Conditions (GTC) and the associated provisions for order processing and contract fulfillment shall apply in full terms as outlined in the remainder of the GTC document.

## 5. Terms and Conditions for Events

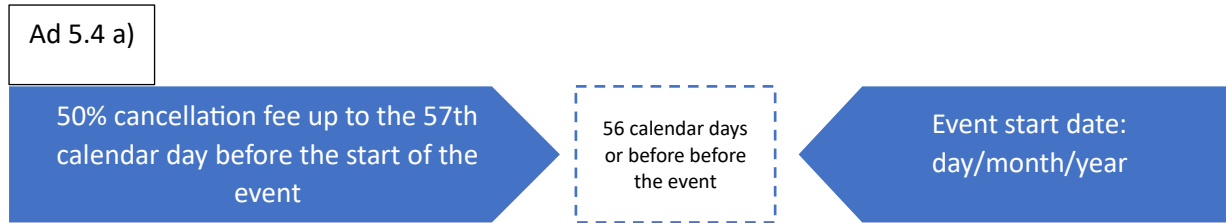
In addition to above mentioned and other Terms and Conditions, the following provisions shall apply to participation in future events offered by us (courses, seminars, workshops, trainings, etc.):

5.1 A contract for participation in an event requires a written registration (online or email registration is sufficient) and a written confirmation from us (email is sufficient).

5.2 Registrations are generally considered in the order in which they are received by us. If a registration cannot be considered (e.g. if the maximum number of participants is reached or the deadline is not met), we will inform you immediately.

5.3 As a participant, you are generally obliged to pay the fee for participation in the event in advance, unless otherwise agreed in individual cases.

5.4 After confirmation of a registration, you may withdraw from the contract in accordance with the following provisions, whereby a cancellation fee of the specified amount shall be payable in each case:

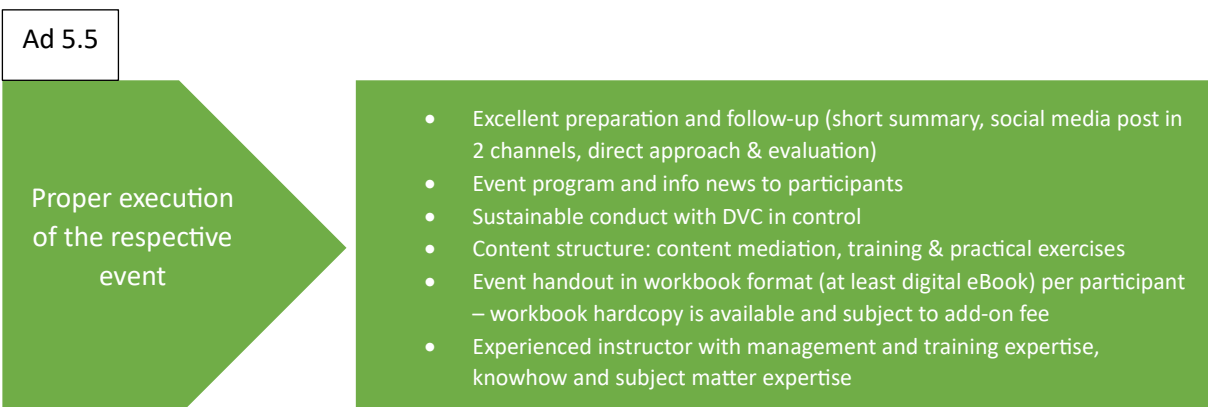


- 5.4 a) If you cancel your booking at the 57th calendar day (in words “fifty-seventh calendar day”) before the start of the event or earlier: 50% of the agreed fee/training fee/event fee shall apply and will be charged to you as a cancellation fee. The cancellation fee does not entitle you to accept or receive content [in accordance with 5.5] that is handed over or transmitted to the participants as part of the event.



- 5.4 b) If you cancel on the 56th calendar day (in words “fifty-sixth calendar day”) or closer to the start of the event: The cancellation fee shall be payable in full (in words hundred percent). The cancellation fee does not entitle you to accept or receive content [in accordance with 5.5] that is handed over or transmitted to the participants as part of the event.

5.5 We only owe the proper execution of the respective event, whereby we are free in the content including the selection of the respective event leader. A certain success or learning objective is not owed.



5.6 The minimum age for participation in our events is 18 years.

5.7 The premises in which the events are held may not be barrier-free. If accessibility is a mandatory requirement for you to participate in an event - or if you have other special requirements for the premises - you must inform us of this in writing within the framework of your registration or immediately.

5.8 We are entitled to withdraw from the contract for good cause, irrespective of other reasons, in particular if there are no or no longer sufficient registrations for an event or if the event has to be cancelled for reasons for which we are not responsible. In the aforementioned cases, participation fees already paid will be refunded in full, but the participants are not entitled to damages or other claims.

5.9 You acknowledge and agree that we may take photos and/or videos of you as a participant in the course of the events, including the work results produced by you in the course of the event (material) and publish the material for the purpose of PR, self-promotion, in all media, including on our website and social media profiles and other services of third parties and disseminate them through functions such as "Share", "Liken", "Link" or similar. Distribute functions further. For this purpose, you grant us all necessary rights including any necessary personal rights consents free of charge for an indefinite period of time.

5.10 The following additional provisions apply to the handling of affiliate credits and paybacks

Commission credits and paybacks, vouchers and affiliate fees must be redeemed by the corresponding contractual partner within a financial year by December 22 of the current year at the latest.

Otherwise, the commission will be forfeited for you as a merchant and affiliate. Merchants, affiliates and commission beneficiaries will be informed once by email about the expiry of the commission period. Merchants, affiliates and commission beneficiaries are themselves responsible for redeeming the commission and therefore for contacting DVC. A written notice to [barbara.fluegge@dviconsult.com](mailto:barbara.fluegge@dviconsult.com) is necessary including affiliate contract ID, purpose, agreed amount and percentage, effective date and venue.

Special agreements that have been agreed and approved by digital value creators (DVC) in writing and exclusively by digital value creators (DVC) are excluded from this term.

## 6. Note on the presentation of shop items on the website and mobile devices

We publish pictures, texts and illustrations of the print articles on the website in order to present them as clearly, visually and comprehensibly as possible. It is our interest to offer visitors to the website the best possible representation. Nevertheless, depending on the chosen electronic medium, color changes or distortions of size and text may occur.

Great articles, texts and products also find imitators. It is important to us to protect our products and articles as well as possible. It won't stop them from trying re-prints or other types of reproductions! If a reproduction should come across you, we welcome your feedback.

## 7. Special Terms for Order Quality and Return Processing

Please check that the details and selection are correct before approving the order. As soon as you have received the item, we recommend that you check it. If you notice any errors in the delivery, packaging damage or similar, please make a note of this on the delivery bill and sign it. Send us the result of the shipping inspection by e-mail. Please contact us at the following e-mail address, stating the order number and the reason for return: [barbara.fluegge@dviconsult.com](mailto:barbara.fluegge@dviconsult.com).

We reserve the right to refuse a return.

- You are not granted a right of withdrawal per se.
- There is expressly no right of withdrawal for purchases made online, in a store or at trade fairs.
- There is expressly no right of withdrawal for consulting services.
- In case of acknowledged return of a product that has been confirmed to you in writing via Email.
  - We grant you a 7-day right of return (in words “seven day right of return”) in the event of incorrect delivery and/or packaging damage, i.e. up to 7 (in words “seven”) calendar days after receipt of the goods.
  - For further processing of revocation see our separate Withdrawal Policy.

Please note that customs duties, import sales tax, any bank and / or shipping charges incurred will not be refunded in the event of a return.

Any expenses incurred by you in connection with a return shipment to us, in particular customs duties, import sales tax, bank and / or shipping charges, shall be borne by you. You must ensure that the return of an item is made in the original packaging and in compliance with the shipping conditions required for the item purchased.

Returns must be made by stating the order number, the reason for the return and by returning the goods to the following returns address:

Lieferadresse Deutschland, 122399

c/o digital value creators (DVC) Ltd.

Reference: Retoure

Reisstrasse 3

78467 Konstanz

Germany.

In order to complete the return successfully, the returns address shown above must be complete and correct. If the returns address is incorrect, we are not liable for additional fees, outstanding returns and exchange deadlines and the like.



## 8. Additional Provisions for Vouchers

8.1 Vouchers are valid for 12 months, but for no longer than one financial year from the date of issue. A financial year according to digital value creators (DVC) starts on January 1 of a year and ends on December 31 of the same year.

8.2 If a voucher relates to participation in the events offered by us, the provisions for events shall apply. Registration and confirmation are required for the participation in an event.

8.3 Unless otherwise stated in the voucher, the purchase of a voucher does not entitle the holder to participate in a specific event or at a specific venue or event day.

8.4 We reserve the right to change, extend and/or shorten individual events in terms of type and/or scope and content, to change prices and/or no longer offer individual events. If the event specified in the voucher is no longer offered or only offered in a modified form and/or at a modified price at the time the voucher is redeemed, the value of the voucher shall be offset against the value of the other event. There will be no exchange, no refund and no cash payment.

8.5 Vouchers will not be refunded, there will be no exchange, no refund and no cash payment. If the voucher is used for a service whose value is higher than the value of the voucher, the value of the voucher will be credited to the other service.

8.6 In the event of a cancellation after this date, the cancellation fee will be charged separately and will not be deducted from the value of the voucher. For details see 7.

## 9. Customer Service

You can reach us at the following e-mail address [barbara.fluegge@dvcconsult.com](mailto:barbara.fluegge@dvcconsult.com). The customer service team will answer your queries and concerns as quickly as possible during opening hours from 9.00 a.m. to 5.00 p.m. Central European Time.

To contact us quickly and for preparatory consultation hours outside opening hours, please use the free and direct appointment booking service of DVC at <https://calendly.com/digital-value-creators/15min>. By clicking on this link, you agree that you will be redirected from the website to the Calendly booking platform (see 10. Website Links). There you can select an available date and time that suits you.

## 10. Website Links

The website may contain links to websites of third parties which are not operated or checked by us. These links serve to provide you with further information or tips in a convenient manner. Links do not serve in any case to release information to third parties or to advertise offers from third parties. Conversely, you may only offer a link to our website if you have been expressly authorized by us in writing to do so.

## 11. Privacy Notice

In addition to the information given in these Terms and Conditions, the provisions of our Privacy Notice declaration apply.

## 12. Limitation of Liability

The website and we shall not be liable for any incorrect, inadequate, knowingly, or unknowingly exercised, directly incurred, or indirectly incurred damages resulting from the use of our website and the texts and offers contained therein.

## 13. Disclaimer

We are not error-free either.

Errors may creep into the website. We and the website cannot guarantee that the web pages are always up-to-date and up to date with regard to virus protection. We try our best to ensure that they are up to date. We strive for 100% accuracy and up-to-date content. However, neither accuracy nor topicality can be confirmed. We and the website assume no liability whatsoever for the use, exploitation and exploitation of the contents and processes on the website.

## 14. Applicable Law and Place of Jurisdiction

The provisions of Swiss law shall apply, even if orders are placed from abroad or deliveries are made abroad.

The place of jurisdiction for all claims in connection with DVC, Website and us is Bottighofen / Switzerland.

The ineffectiveness of individual regulations does not affect the remaining effectiveness of the contract and these AGB.