

General Terms and Conditions of Lectera

Sec. 1 Scope of Application

- (1) The following General Terms and Conditions shall constitute part of every contract between PayExpert OÜ, Tartu mnt 83-306, Kesklinna linnosa, Tallinn, Harju maakond, 10115, CEO - Liudmila Semeshkina, E-Mail: info@lectera.com (hereinafter: LECTERA) and the Customer.
- (2) Via its website, LECTERA offers high-quality training and education materials on the topics of financial competence/business, network marketing, career development, professions of the future, digital marketing, soft skills and women in management positions (hereinafter collectively called "digital products") for use against payment. LECTERA shall provide its services exclusively on the basis of these General Terms and Conditions, which are available for perusal at any time on its website and which shall be sent to the Customer by e-mail if a contract is concluded.
- (3) If you have cause to complain, you may contact us using the details provided in paragraph 1.

Sec. 2 Conclusion of contract

- (1) The presentation of digital products on the Internet shall not constitute a binding offer by LECTERA.
- (2) The Customer can choose freely from the offering and put goods in the shopping cart by clicking on the shopping cart icon. The Customer may empty the shopping cart again at any time by changing the number of goods or by ending the order process by closing the browser window. The changes may be made by using the mouse and keyboard. By clicking the "Sign Up" button, the Customer is taken to a page where he or she may register as a customer if he or she does not yet have access data or where he or she may log in as an existing customer. A user name, password and contact details must be entered to do so. After successful registration and confirmation of the delivery address, the Customer may select the shipping method and will then receive information on the payment method. By clicking the "CONTINUE" button, the Customer is taken to a page, where he or she is shown a summary of the order once he or she has accepted the General Terms and Conditions as well as the information on the right of cancellation. Should the Customer wish to make further changes to his or her order at this point, he or she may do so at any time in the order section. If no further changes are to be made to the order, the order process can be completed and a binding order placed by clicking the "COMMIT TO BUY" button. The receipt of the order is displayed to the Customer immediately after completion of the order process.

- (3) The Customer shall be notified by e-mail about the receipt of the order. This order confirmation shall also represent the acceptance of the offer by LECTERA.
- (4) Following the purchase, the digital products shall be available in the customer area (back office), depending on the training package or product the Customer has purchased.

Sec. 3 Privacy statement

LECTERA collects and uses the data voluntarily provided by you only within the framework of the statutory provisions. For detailed data protection provisions, see our [Privacy Statement](#).

Sec. 4 Payment terms

- (1) Customers may pay by prepayment, SEPA direct debit mandate, credit card (MasterCard and Visa) and instant transfer (*Sofortüberweisung*).
- (2) All prices shall be total prices, including statutory value added tax.

Sec. 5 Terms of use for digital products

- (1) The Customer shall not acquire ownership by using digital products. Instead, the Customer shall acquire a simple, non-transferable right, revocable prior to full payment of the license fee, to use the specific digital products for personal use.
- (2) Notwithstanding different mandatory statutory requirements, content or design of the digital products may not be edited or altered by the Customer; similarly, the Customer shall not be entitled to grant third parties paid sub-licenses to the digital products, to make the digital products publicly available or to otherwise commercially exploit the digital products. However, the Customer shall be permitted to copy the digital products (only) for his or her own personal use (creation of a private copy) or to have them copied for this purpose by a third party, provided that such third party creates the copy free of charge. The digital products are for private and personal use only.
- (3) Special contractual agreements between LECTERA and the Customer shall not be affected.

Sec. 6 Liability for defects / limitation of liability

(1) The Customer is entitled to a statutory warranty. The statutory provisions shall apply with regard to such warranty, unless stipulated otherwise in the following limitations of liability with regard to damages.

(2) LECTERA shall be liable - with the exception of injury to life, body and health and the breach of essential contractual obligations (delivery and transfer of ownership of the goods) - only for

damage attributable to intentional or grossly negligent conduct. This shall also apply to indirect consequential damages such as, in particular, lost profits.

(3) Liability shall be limited - except in case of intentional or grossly negligent conduct or in the case of damage resulting from injury to life, body or health and the breach of essential contractual obligations (delivery and transfer of ownership of the goods) - to the amount of damage foreseeable at the conclusion of the contract as typical for this type of contract. This shall also apply to indirect consequential damages such as, in particular, lost profits.

(4) The limitation of liability in paragraphs 1 and 2 shall also apply in favor of the vicarious agents of LECTERA.

(5) Liability under the Product Liability Act (*Produkthaftungsgesetz*) - if applicable - shall remain unaffected.

Sec. 7 Withdrawal policy

If you use the services offered by Lectera as a consumer for a fee, the following provisions shall apply to you:

Right to withdraw

You have the right to cancel this contract within fourteen days, without indicating reasons.

The cancellation period shall be fourteen days from the date of conclusion of the contract.

To exercise your cancellation right, you must notify us by post, telephone or e-mail of your decision to cancel this contract by means of an unambiguous statement (e.g. a letter, fax or e-mail sent by post). You may use the attached sample cancellation form, but you are not required to do so.

In order to comply with the cancellation period, it is sufficient if you send the notification of the exercise of the right to cancel before the expiry of the cancellation period.

The cancellation notice must be addressed to:

Lectera, LLC

1990 NE, 163rd Str, Ste 233, North Miami Beach, Florida 33162, USA

E-Mail: info@lectera.com

Consequences of cancellation

If you cancel this contract, we will reimburse you without delay and in any case within fourteen days from the date on which we received notice of your withdrawal from this contract, for all payments we have received from you, including delivery charges (with the exception of additional charges arising from your choice of a delivery method other than the cheapest standard delivery offered by us). For such refund we will use the same means of payment that you used for the original transaction, unless we have expressly agreed otherwise with you; in no event will you be charged for this refund.

If you have requested that the services be commenced during the cancellation period, you must pay us a reasonable amount, equivalent to the proportion of the services already rendered up to the time of your notification of your exercise of the right to cancel this contract in relation to the total services contemplated in the contract.

Sample cancellation form

(If you wish to cancel the contract, please complete and return this form.)

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To

Lectera, LLC

1990 NE, 163rd Str, Ste 233, North Miami Beach, Florida 33162, USA

E-Mail: info@lectera.com:

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I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following services (*)

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Ordered on (*)/received on (*)

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Name(s) of consumer(s)

—

Address of consumer(s)

—

Signature of consumer(s) (only in case of paper notification)

—

Date

(*) delete as applicable.

Sec. 8 Information on dispute resolution

- (1) The European Commission provides a platform for out-of-court online dispute resolution (OS platform), available at <http://ec.europa.eu/odr>.
- (2) LECTERA shall at all times strive to settle any differences of opinion arising from the contractual relationship by mutual agreement. However, LECTERA does not participate in any proceedings before a state-approved consumer arbitration bodies. Legal proceedings may be commenced at any time.

Sec. 9 Governing law / jurisdiction

- (1) The contractual relationship between LECTERA and the Customer shall be governed by the laws at the registered office of LECTERA. Mandatory provisions of the state, where the Customer has his or her habitual residence or registered office shall not be affected.
- (2) The place of jurisdiction for any and all disputes arising from this contractual relationship shall be the registered office of LECTERA. Mandatory provisions of the state, where the Customer has his or her habitual residence or registered office shall not be affected.

Sec. 10 Final provisions

- (1) Any amendments or supplements to these GTC shall be made in writing. The above shall also apply to any waiver to this written form requirement.
- (2) If any provision of these GTC is ineffective or incomplete, this shall not render the contract as a whole ineffective. Instead, the ineffective provision shall be replaced with an effective provision that comes nearest to the economic meaning of the ineffective provision. The same shall apply when closing any unintentional gap.