

General Terms and Event Conditions

for **Nangten Menlang International**

Grosse Pfarrgasse 3/3

1020 Vienna, Austria

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(hereinafter also "NMI")

Many thanks for your interest in our association. NMI greatly values the satisfaction of its members and clients, which is why these General Terms and Event Conditions (hereinafter also GTC) lay out the rights and obligations of members and clients.

On the website "www.tulkulobsang.org", NMI offers various events (hereinafter "event" or "events"), training programs and teacher certification programs (hereinafter "programs"), extraordinary membership (hereinafter "membership"), as well as online events or courses and online products (hereinafter "digital content"). The following GTC apply for all contracts that NMI concludes with its clients (hereinafter "contractual partners").

For the sake of readability, these GTC will exclusively use masculine pronouns, but we explicitly point out that they of course refer equally to both genders.

1 Subject and scope

1.1 Without prejudice to section 1.3, the following provisions exclusively apply for the events and programs as well as the membership and digital content offered by NMI. The current version of these GTC can be viewed and downloaded at all times under www.tulkulobsang.org. Provisions of the contractual partner, or provisions that deviate from these GTC, are excluded for contracts between NMI and the contractual partner.

1.2 General terms and conditions of the contractual partner do not apply.

1.3 The following provisions do not apply for events, programs or digital content offered at www.tulkulobsang.org for which NMI is not the organizer or provider. In this case, the contract arises exclusively between the organizer named at www.tulkulobsang.org for that event or program, or the provider named at www.tulkulobsang.org for that digital content, and the contractual partner.

2 Conclusion of the contract and prices

2.1 The events and programs offered by NMI under www.tulkulobsang.org, the offered membership and the offered digital content are a non-binding solicitation by NMI to the contractual partner to make a binding offer for the offered events, programs, membership or digital content. By ordering (clicking on the button "confirm booking" or "pay now"), the contractual partner makes such a binding offer. A booking by telephone or e-mail or a purchase intention expressed by phone or e-mail also represents such a binding offer. A contract between the contractual partner and NMI is only concluded when NMI has accepted the offer of the contractual partner in a separate written confirmation.

2.2 Before the contractual partner makes his binding offer, the total costs are displayed on the website. Unless stated otherwise, the total costs for events do not include the costs for travel, accommodation and meals.

2.3 Unless stated otherwise, all payments are due in full within five days from receipt of the payment request. NMI reserves the right, but does not have the obligation, to cancel the booking of an event or program, or to withdraw from the contract of the sale of a membership or digital content, should the contractual partner fail to pay the total or partial amount due for the booking or purchase by the specified due date. In the event of such a cancellation of an event or program booking on the part of NMI, cancellation fees as listed in section 4.1 of these GTC apply. Alternatively, NMI reserves the right to request the corresponding total amount in spite of the contractual partner's non-participation in a booked event or in a booked program. NMI also reserves the right to request the corresponding total amount in spite of not using the advantages of a membership or in spite of not consuming the purchased digital content.

2.4 Payment is only considered to have been made following the irrevocable crediting on NMI's account. In the event of late payment, interest on arrears of 4% per annum is agreed. NMI may demand dunning fees of € 10 per dun. NMI is entitled to claim damages suffered by NMI and caused by the contractual partner, in particular the necessary costs for appropriate extra-judicial dunning or collection measures, provided that these stand in a reasonable proportion to the claim pursued. Late payments are first discounted from the dunning fees, then from the interest, and then from the outstanding capital.

An offsetting of alleged counterclaims of the contractual partner against claims of NMI is excluded.

3 Damages and guarantee

3.1 Unless otherwise provided for in section 2.4, the respective contractual partner is liable for damages resulting from culpable breach of the contract by the contractual partner or one of his agents, but only in the case of wilful intent or gross negligence. This does not apply to personal damage.

4 Right to withdraw from events

4.1 The contractual partner in general has no right to withdraw from contracts regarding events, as these are services related to leisure activities that NMI must fulfil at a specific point in time. However, NMI grants the contractual partner a right to cancel an event booking according to the respective seminar-specific Special Cancellation Conditions as stated at www.tulkulobsang.org for each event. Where no seminar-specific Special Cancellation Conditions are specified, the following conditions apply:

In the event of a cancellation, the contractual partner will be charged a cancellation fee, to be specified in detail below. Should the total event price, consisting of the teaching fee and possibly also costs for accommodation and/or meals, have already been paid in full or in part prior to cancellation, the payment will be returned with the cancellation fee deducted.

If the cancellation is received 120 days or more before the (first) event date: no cancellation fee.

If the cancellation is received less than 120 days but more than 29 days before the (first) event date: 15% of the total event price.

If the cancellation is received less than 30 days but more than 6 days before the (first) event date: 50% of the total event price.

If the cancellation is received less than 7 days before the (first) event date: 100% of the total event price.

4.2 The contractual partner may exercise his right to cancel through an informal letter to *Nangten Menlang International, Grosse Pfarrgasse 3/3, 1020 Vienna, Austria* or by e-mail to office@tulkulobsang.org.

4.3 NMI reserves the right to withdraw from contracts governing participation in an event without providing justification.

4.3.1 If the event booked by the contractual partner takes place but NMI withdraws from the contract for the event participation of the contractual partner (in other words, cancel the contractual partner's registration for this event), NMI will return all payments made by the contractual partner toward the event's total price without undue delay. Repayment of travel expenses or other expenses incurred by the contractual partner in connection with the event is fully excluded.

4.3.2 Should the entire event booked by the contractual partner be cancelled, regardless of the reason, the following conditions apply:

If the contractual partner has already paid all or part of the total amount for the event, this will be reimbursed minus the cancellation fee charged to NMI by the event accommodation company for each booked participant. However, if this cancellation fee is higher than the partial payment already made by the contractual partner, he will be charged the difference.

If the contractual partner has not yet made a payment for the booked event, he will be charged the cancellation fee charged to NMI by the event accommodation company for each booked participant.

Repayment of travel expenses or other expenses incurred by the contractual partner in connection with the event is fully excluded.

5 Event conditions

5.1 The contractual partner is strictly forbidden from making recordings of events. All video and/or audio recordings on any medium are therefore prohibited without the written authorisation of NMI. For this reason, NMI is also entitled to exclude a contractual partner who violates this ban from the event without compensation.

5.2 The teaching contents transmitted in the course of an event, and all documents that the contractual partner receives as part of the event, are protected by copyright law. The contractual partner is granted the right to use the teachings and any documentation exclusively for private purposes. The contractual partner is therefore

forbidden from duplicating the documentation in whole or in part, distributing it, publishing it or transmitting it, and from publicly presenting, showing or teaching the teachings or parts thereof, in particular the methods, practices and techniques taught by Tulku Lobsang Rinpoche.

5.3 Participation in an event is generally not allowed for people under 18 years of age. However, a request in this regard may be made by e-mail to office@tulkulobsang.org. Should an event be made accessible to minors in individual cases, a written authorization to participate signed by a legal guardian is required.

5.4 The events offered by NMI are physically and mentally demanding. The contractual partner participates in the event at his own risk and declares that he is in a suitable physical and mental condition to participate in the event. If a particular exercise or an entire event exceeds the mental and/or physical abilities of the contractual partner, it is the individual responsibility of the contractual partner to discontinue their participation in the exercise or event. Should the contractual partner violate this obligation, NMI's liability is completely excluded. Reimbursement of participation costs is excluded in this case.

5.5 The contractual partner authorises NMI to make photographs, video recordings and audio recordings ("recordings") of him during the event. The contractual partner further authorizes NMI to use, publish and process all recordings at its own discretion for teaching and marketing purposes, in particular on NMI's websites and social media channels. The contractual partner agrees that NMI owns all rights of all kinds to the recordings, rights which he cedes to NMI without compensation, and that the contractual partner can no longer enforce any claims regarding them.

6 Membership conditions

6.1 NMI offers a membership on the website www.tulkulobsang.org. Through membership, the contractual partner becomes an extraordinary member of NMI ("Membership – Friends of Nangten Menlang"), without voting or other rights related to NMI's operations. This extraordinary membership only includes the right to receive those benefits listed in the description at www.tulkulobsang.org under the section Membership ("Friends of Nangten Menlang").

6.2 Membership begins when NMI confirms receipt of payment. The membership ends automatically on 31 December of the respective year without requiring separate termination, regardless of when in that year the membership contract was concluded.

6.3 NMI reserves the right to withdraw from membership contracts at any time without providing a reason. In such a case, NMI will return any payments made for the membership in that calendar year by the contractual partner without undue delay.

6.4 The contractual partner is entitled to withdraw from the membership contract within fourteen days from the conclusion of the contract without providing a reason. To exercise this right of withdrawal, the contractual partner must inform NMI of his decision to withdraw from the contract through an unambiguous written declaration. The declaration must be in the form of a letter to *Nangten Menlang International, Grosse Pfarrgasse 3/3, 1020 Vienna, Austria*, or in the form of an e-mail to office@tulkulobsang.org.

7 Digital content

7.1 NMI offers two different formats of digital content for purchase on its website www.tulkulobsang.org: on the one hand online events or courses (hereinafter: "online events") and on the other hand online products. Online events are events that are not held in a physical location, but rather live via an online platform. Online products are digital files (video or audio files and any digital teaching materials) that are accessible online via NMI's website www.tulkulobsang.org after purchase. It is not possible to download the video or audio files.

7.2 All digital content, as well as the teachings transmitted through it, are protected by copyright. The contractual partner is granted the right to use the digital content exclusively for private purposes. The contractual partner is therefore forbidden from duplicating the digital content in whole or in part, recording it, distributing it, publishing it or passing it on, and from publicly presenting, showing or teaching the teachings or parts thereof, in particular the methods, practices and techniques taught by Tulku Lobsang Rinpoche.

7.3 The teachings transmitted in the digital content are physically and mentally demanding. The contractual partner consumes the digital content at his own risk and conducts the exercises shown at his own risk, and he declares that he is in a suitable physical and mental condition to do so. If a particular exercise or the entirety of a digital content exceeds the mental and/or physical abilities of the contractual partner, it is the individual responsibility of the contractual partner to discontinue his participation in the exercise or his consumption of this digital content. Should the contractual partner violate this obligation, NMI's liability is completely excluded. Repayment of costs paid to NMI is excluded in such a case.

7.4 The contractual partner has the right to withdraw from a contract regarding the purchase of digital content within fourteen days without providing a reason (Right of Withdrawal). To exercise this right of withdrawal, the contractual partner must inform NMI of his decision to withdraw from the contract through an unambiguous written declaration. The declaration must be in the form of a letter to *Nangten Menlang International, Grosse Pfarrgasse 3/3, 1020 Vienna, Austria*, or in the form of an e-mail to office@tulkulobsang.org.

The contractual partner loses this right of withdrawal if execution of the contract begins before the end of the withdrawal period in the form of granting the contractual partner access to the digital content.

7.5 The purchase of digital content is generally not allowed for people under 18 years of age. However, a request in this regard may be made by e-mail to office@tulkulobsang.org. Should the purchase of a digital content be permitted to minors in individual cases, a written authorization signed by a legal guardian is required.

7.6 The contractual partner authorises NMI to make video, audio and screen recordings ("recordings") of him during the online event. The contractual partner further authorizes NMI to use, publish and process all recordings at its own discretion for teaching and marketing purposes, in particular on NMI's websites and social media channels. The contractual partner agrees that NMI owns all rights of all kinds to the recordings, rights which he cedes to NMI without compensation, and that the contractual partner can no longer enforce any claims regarding them.

8 Program conditions

8.1 NMI offers the participation in training programs and teacher certification programs ("programs") on the website www.tulkulobsang.org. Note: NMI is **not** the contractual partner for the training courses and teacher training courses associated with the programs. These are carried out separately by certified trainers and are not subject to these terms and conditions.

8.2 The contractual partner has the right to withdraw from the contract for the program participation within fourteen days without providing a reason (Right of Withdrawal). To exercise this right of withdrawal, the contractual partner must inform NMI of his decision to withdraw from the contract through an unambiguous written declaration. The declaration must be in the form of a letter to *Nangten Menlang International, Grosse Pfarrgasse 3/3, 1020 Vienna, Austria*, or in the form of an e-mail to office@tulkulobsang.org.

The contractual partner loses this right of withdrawal if execution of the contract begins before the end of the withdrawal period, either in the form of granting the contractual partner access to the program material or by starting the training courses or teacher training courses of a certified trainer associated with the program.

8.3 NMI reserves the right to withdraw from contracts for the program participation at any time without providing a reason. In such a case, NMI will return any payments made for the program participation by the contractual partner without undue delay.

9 Liability

9.1 The contractual partner waives all claims against NMI and releases NMI of all liability for damages, provided that these are not based on wilful intent or gross negligence. The contractual partner also releases NMI from all liability for accidents caused by non-observance of the instructions or by false statements regarding his physical condition. The contractual partner further releases NMI from all liability for damages caused by third parties to his valuables and/or for injury caused by other participants.

The events, programs and digital content are not a medical consultation and do not serve the purpose of replacing a medical examination and/or treatment.

10 Court of jurisdiction and place of performance

10.1 Austrian law exclusively applies to disputes arising from this contract. The applicability of the UN Convention on Contracts for the International Sale of Goods, the conflict of laws rules of international private law, and EC Regulation No. 593/2008 of the European Parliament and the Council dated 17 June 2008 on contractual obligations (Rome I Regulation) is excluded.

10.2 Insofar as legally permissible, the court of jurisdiction for legal disputes arising from this contract is the competent court of Vienna, Austria. The place of performance is Vienna.

11 Final provisions

11.1 NMI is listed with the alternative dispute settlement authorities “Online-Streitbeilegung” (<https://webgate.ec.europa.eu/odr>) and “Internetombudsman” (www.ombudsmann.at). If the contractual partner is a consumer, he can avail himself of an out-of-court dispute settlement through an impartial settlement service at one of these platforms. NMI's e-mail address is: office@tulkulobsang.org

11.2 Changes or additions to these GTC require the written form to be valid. This also applies to any waiver of the requirement of the written form.

11.3 Should one or several provisions of these GTC be invalid, the remaining provisions and the contracts they are based on remain unaffected. The parties are obligated to replace the invalid provision by a provision that comes closest to its meaning and purpose.