

Terms and Conditions

picbe AG

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I. Applicability of the General Terms and Conditions

These general terms and conditions (hereinafter referred to as "GTC") apply to all contracts concluded via the online shop of picbe AG (hereinafter referred to as "picbe") at www.picbe.at, www.picbe.de, www.picbe.com, www.picbemc.com or www.picbe.ch be concluded between picbe and the customer. The General Terms and Conditions apply in their current version at the time the customer places the order. It is stated that customers of picbe AG who sell products and services under the "picbe" and/or "Nu Skin" brand operate as independent sole traders, have no employment relationship with picbe and are not vicarious

agents or vicarious agents of picbe. Picbe therefore assumes no liability whatsoever for sales partners.

II. Acknowledgment of the General Terms and Conditions

The customer acknowledges these GTC and agrees to them as soon as he places an order/requests.

III. defense clause

The inclusion of general terms and conditions or contractual terms of the customer that deviate from these terms and conditions will be rejected unless they are expressly recognized in writing by picbe.

IV. Description of Membership Services

picbe's main service is to make the content of an "Online Academy" available to the customer electronically during the ongoing contractual relationship (hereinafter "Membership"). This content is available to the customer for as long as the monthly membership fee is paid by the customer. The nature of the content and prices result from the information on the website or from the order documents. picbe is not responsible for ensuring that this content meets the

customer's expectations. picbe is entitled to change the content at any time, if a change is necessary and these changes do not lead to a more than insignificant negative deviation from the quality agreed upon conclusion of the contract, or to discontinue the offer entirely at the end of the respective monthly billing period. picbe is obliged to keep the content available and accessible for the customer for use via the Internet almost around the clock. However, picbe cannot guarantee that the content can be called up at any time and picbe is not liable for system failures or other technical defects. The prerequisite for the use of the content by the customer is compliance with common technical system requirements. The customer is prohibited from using the content in a way that jeopardizes the security or performance of the picbe infrastructure.

V. Term and Termination of the Monthly Membership

The membership and thus the electronic access to the content of the "Online Academy" begins immediately upon conclusion of the contract and payment and is billed monthly ("billing period" e.g. from the 5th of a month to the 4th of the following month). Termination is possible at any time for both picbe and the customer and is valid at the end of the next monthly billing period. The cancellation by the customer must be made via the dashboard of the "Online Academy". In the event of termination, the content of the "Online Academy" is available until the end of the respective billing period. A termination also leads to the loss of the achieved picbe

status (certification, title, online profile, etc.) and to a blocking of the account for six months.

VI. Late payment and account suspension

In the event that the monthly payment for the membership is not made by the customer - for whatever reason - he can continue to use the content of the "Online Academy" for a further 30 days. If the total open fees are still not paid at the beginning of the next billing period, the customer's account and thus access to the "Online Academy" will be blocked. If payment of the entire open fees is not made at the beginning of the third billing period either, the customer's account and thus access to the "Online Academy" will be blocked for at least 6 months and this will also lead to the loss of the picbe status (certification, title, online profile, etc.) In this case, Picbe makes use of its right to immediate termination for good cause.

It is noted that picbe has the right, even in the event of termination, to also inform customers from all social media groups, pages, chats (such as WhatsApp, Facebook, etc.) that are related to the "Online Academy" and product sales or picbe stand, block or delete.

VII. Conclusion of contract

The product or service presentation on the website does not constitute an offer in the legal sense. It is an invitation to the customer to submit an offer himself. The customer submits

the offer in the legal sense by ordering the monthly membership or the product.

order process

The customer selects the membership (content) or products they want, including the desired payment method, and then enters the data required to make the payment. When choosing the external payment services (Stripe and PayPal), the customer will be redirected to the external website of the respective payment service provider. Before the order is placed, the data relevant to the order is summarized in an "order overview". The customer is free to check his details in the order overview again and correct them if necessary before he sends his order to picbe by clicking on the button "Book my access to PICBE MEMBERSHIP now".

order confirmation

After receipt of the order, picbe sends a notification e-mail to the e-mail address provided by the customer, in which the receipt of the order is confirmed and its content is reproduced (hereinafter referred to as "order confirmation"). The order confirmation does not represent acceptance of the customer's purchase offer by picbe. Picbe expressly accepts the offer in a separate e-mail or by activating the ordered membership or by sending the products. If picbe rejects the conclusion of the contract, the customer will be informed immediately by e-mail. The customer agrees to the electronic dispatch of the invoice.

VIII. Storage of the text of the contract

picbe sends the order confirmation described under VII. and these General Terms and Conditions to the e-mail address provided by the customer.

IX. Right of withdrawal

If the customer comes from the EU and is a consumer, he has the right to withdraw from a contract within fourteen days without giving a reason. The cancellation period is fourteen days from the day on which the customer or a third party named by the customer who is not the carrier took possession of the goods. The right of withdrawal is extended by 12 months if the customer has not received correct information about the right of withdrawal.

picbe points out that the right to withdraw from a contract for the delivery of digital content that is not on a physical medium lapses if picbe has started to perform the contract after the consumer has expressly consented to picbe performing the contract before expiry of the cancellation period begins, has confirmed his knowledge that he loses his right of cancellation through his consent at the beginning of the execution of the contract and a confirmation of the contract has been made available on a durable medium including declarations of consent and knowledge of the loss of the right of cancellation has taken place as a result.

To exercise the right of withdrawal, the customer must contact if he is a consumer

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by means of a clear statement (e.g. a letter or e-mail sent by post) of the decision to withdraw from this contract.

Sample text for the revocation:

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

Ordered on (*)/received on (*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if notification is on paper)

Date

*Strike out as appropriate

To meet the cancellation deadline, it is sufficient for the customer to send the communication regarding the exercise of the right of cancellation before the cancellation period has expired.

Consequences of revocation

If the customer revokes this contract, picbe shall have all payments that picbe has received from the customer, including delivery costs (with the exception of the additional costs resulting from the customer choosing a different type of delivery than the cheapest standard delivery offered by picbe has chosen), immediately and at the latest within fourteen days from the day on which picbe received notification of your cancellation of this contract. For this repayment, picbe uses the same means of payment that the customer used for the original transaction, unless something else was expressly agreed with the customer; under no circumstances will the customer be charged for this repayment. picbe can refuse repayment, until picbe has received the goods back or until the customer has provided proof that the customer has sent back the goods, whichever is earlier. The customer must return or hand over the goods to picbe immediately and in any case no later than fourteen days from the day on which the customer informs picbe of the cancellation of this contract. The deadline is met if the customer sends the goods before the period of fourteen days has expired. The customer bears the direct costs of returning the goods. The customer is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. End of revocation. that the customer has returned the goods, whichever is earlier. The customer must return or hand over the goods to picbe immediately and in any case no later than fourteen days from the day on which the customer informs picbe of the cancellation of this contract. The deadline is met if the customer sends the goods before the period of fourteen days has expired. The customer bears the direct costs of returning the goods. The customer is only liable for

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X. Prices

All prices are total prices; they include any packaging costs and the statutory sales tax (value added tax), but no shipping costs. Subject to price errors . If the correct price is higher, the customer is contacted; in this case, a contract is only concluded if the customer wants to buy at the actual price. If the correct price is lower, this price will be charged. It is expressly agreed that the membership price will remain stable. The consumer price index 2020 published monthly by Statistics Austria (base year 2020=100) or an index replacing it serves as a measure for calculating the stability of value. The index number calculated for the month in which the contract was concluded serves as a reference for the respective membership contract. If the consumer price index changes by at least 3% compared to the index published for the month in

which the contract was concluded, the membership price changes automatically in the same ratio from the following month. Fluctuations of up to 3% are therefore not taken into account and the first index figure outside the fluctuation range is the basis for a new 3% fluctuation range. Any omission to assert the value preservation claim cannot be interpreted as a waiver of the application of the value preservation clause.

XI. Online Login / Terms of Delivery

Every customer who has received an online login to the content provided may only use it for themselves. The online login is only valid for a specific person and not for a company. Passing on the online login to third parties or within the company is not permitted. picbe bears no responsibility in the event of delivery obstacles in the area of suppliers or manufacturers. If delivery or compliance with an agreed delivery time becomes impossible due to circumstances for which picbe is not responsible, picbe is entitled to withdraw from the contract in whole or in part. picbe will inform the customer of this immediately. Claims for damages are excluded in this case.

XII. Maturity and retention of title

The purchase price is due at the latest upon conclusion of the membership (for the first time) or delivery of the goods / retrieval of the content.

The delivered goods remain the property of picbe until full payment has been made.

XIII. terms of payment

picbe accepts the following payment methods: Stripe: Stripe 510 Townsend Street San Francisco, CA 94103, USA PayPal: PayPal (Europe) S.à rl et Cie, SCA, 22-24 Boulevard Royal L-2449 Luxembourg The statutory default regulations apply. Reminder costs can be claimed from the second reminder.

XIV. Warranty

picbe assumes no liability and no guarantee whatsoever for the correctness of the content and the statements made. Furthermore, there is no guarantee of success or any other kind whatsoever. Unless otherwise specified, the general statutory warranty provisions apply. The warranty is excluded for defects caused by the customer. This is particularly the case with improper handling or use.

If delivered items / retrieved content show obvious material or manufacturing defects (including transport damage), we ask the customer to notify us immediately. If there is a manufacturer's guarantee, the customer must assert the claims arising from this directly against the manufacturer. picbe's liability from such a guarantee is excluded.

XV. Disclaimer

Irrespective of the following provisions, picbe is only liable for intent, gross negligence and for specially agreed quality and for damage to body, life or health. In particular, picbe assumes no liability for the content accessed and makes no promises and/or guarantees in this regard.

Unless otherwise stated in this contract, including the following provisions, picbe is liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

Compensation for damages from the slightly negligent breach of cardinal obligations is limited to the amount of the typically foreseeable damage. Cardinal obligations are such obligations, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the customer regularly relies and may rely. Further claims for damages by the customer arising from simply negligent breaches of duty by picbe are excluded.

Insofar as picbe's liability is excluded or limited, this also applies to employees, employees, representatives and vicarious agents of picbe.

XVI Force majeure

picbe is not liable for impossibility, delays or poor performance insofar as these are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. server or internet failure, operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful

lockouts , lack of labour, energy or raw materials, difficulties in obtaining the necessary official permits, official measures, terrorism, natural disasters, uprising, revolution, civil war, pandemics etc.) for which picbe is not responsible. If such events make the service significantly more difficult or impossible for picbe and the hindrance is not only of a temporary nature, picbe is entitled to terminate the contract without notice or withdraw from the contract at its own discretion. In the event of hindrances of a temporary duration, the delivery or service deadlines are extended or the delivery or service dates are postponed by the period of the hindrance plus a reasonable start-up period. If the customer cannot be expected to accept the service as a result of the delay, he can terminate the contract by immediately notifying picbe in text form. As a rule, unreasonableness exists if the hindrance lasts for a continuous period of more than 90 days. In the event of hindrances of a temporary duration, the delivery or service deadlines are extended or the delivery or service dates are postponed by the period of the hindrance plus a reasonable start-up period. If the customer cannot be expected to accept the service as a result of the delay, he can terminate the contract by immediately notifying picbe in text form. As a rule, unreasonableness exists if the hindrance lasts for a continuous period of more than 90 days. In the event of hindrances of a temporary duration, the delivery or service deadlines are extended or the delivery or service dates are postponed by the period of the hindrance plus a reasonable start-up period. If the customer cannot be expected to accept the service as a result of the delay, he can terminate the contract by immediately notifying picbe in text form. As a rule, unreasonableness exists if the hindrance lasts for a continuous period of more than 90 days.

XVIII. Right of set-off, right of retention

The customer is not entitled to offset against picbe's claims unless the customer's counterclaims have been legally established or are undisputed. The customer may only exercise a right of retention if his counterclaim is based on the same purchase contract.

XVIII. data protection

Provisions on data protection are contained in the data protection declaration <https://www.picbe.com/datenschutzerklaerung/> .

XIX. copyrights

picbe has the copyright to all graphics, images, films and texts as well as other content published on its websites. The customer only receives a non-exclusive, non-transferable license for their own use of the content. Further use of the graphics, images, films and texts as well as other content is not permitted without the express written consent of picbe. All video and audio texts, slide texts, explanatory videos, etc. as well as all online documents and texts including spoken and animated videos, slides and all other content are

protected by copyright. The didactic approach is also protected by copyright.

If the customer makes images, videos, films, graphics, texts and the like available to other sales partners or picbe as part of the cooperation with picbe, he irrevocably grants picbe or other sales partners comprehensive storage, use and exploitation rights to them. The same applies to content that is provided electronically, for example via e-mail, Facebook, WhatsApp, etc. This also applies after any termination of the cooperation or termination of the membership for whatever reason.

XX Additional provisions regarding the sale of event tickets

In addition to the above provisions, the following conditions apply to the sale of event tickets. picbe is the organizer of the events offered. These are also carried out by picbe, which is also the issuer of the tickets. By ordering tickets, the customer instructs picbe to process the ticket purchase, including shipping. With regard to the ticket purchase, the customer enters into a contractual relationship with picbe.

scope

These GTC also apply exclusively to picbe for all contracts and orders placed regarding the delivery of tickets.

conclusion of contract

The offer to conclude a contract is made by the customer as soon as he clicks on the "buy now" button. A contract with the customer is only concluded when picbe has assigned and sent the transaction number to the customer. No guarantee is given for the correctness of the data contained in picbe's online presence.

cancellation

picbe is entitled to cancel a customer's order for which a transaction number has already been assigned (unilateral right of withdrawal) if the customer violates specific conditions set up by the organizer or by picbe, which were referred to during the advance sale, or these attempts to circumvent (e.g. violation of the restriction on the number of tickets per customer, violation of the document conditions, in particular prohibitions on resale, attempt to circumvent by registering and using several user profiles, non-compliance with official requirements, etc.). The declaration of cancellation/withdrawal can also be made implicitly by crediting the amounts paid. According to § 18 Para. 1 Z 10 FAGG or comparable provisions, customers have no right of withdrawal,

Price components & payment modalities

Unless otherwise offered, payment can be made via PayPal and Stripe. Value-added tax is included in the price. The total price of the order including all fees is due for payment immediately after conclusion of the contract. The customer can assert performance defects or failures and any related objections - for example due to the event not taking place -

exclusively against picbe. Each admission ticket is only valid after full payment has been made. When ordering online, service and shipping costs are charged. These fees are displayed to the customer when ordering in the shopping cart; there are no other costs that are not shown.

Right of withdrawal & cancellation policy

Customers from the EU have a right of withdrawal up to 30 days before the event. The statutory right of withdrawal for customers can expire prematurely in the case of the following contracts: services in the areas of accommodation for purposes other than residential purposes, transport of goods, rental of motor vehicles and delivery of food and beverages and services that are provided in connection with leisure activities, provided that in each case for the fulfillment of the contract by the entrepreneur is contractually stipulated for a specific point in time or period (cf. e.g. § 18 Para. 1 Z 10 FAGG). **This means that if picbe offers services in the field of leisure activities, in particular tickets for events, there is no right of withdrawal. Every order of admission tickets is therefore binding immediately after confirmation by picbe and obliges you to accept and pay for the ordered tickets.**

Retention of title, offsetting and right of retention when purchasing on account

In the case of a consumer, picbe retains ownership of the purchased item until the invoice amount has been paid in full. The corresponding security rights are transferable to third parties. If the customer is an entrepreneur exercising his

commercial or self-employed professional activity, a legal entity under public law or a special fund under public law, picbe retains ownership of the purchased item until all outstanding claims from the business relationship with the customer have been settled. The corresponding security rights are transferable to third parties. The customer is only entitled to set-off if his counterclaims have been legally established or are undisputed or recognized by picbe. In addition, the customer only has a right of retention

delivery, use

The ticket will be sent by email to the address that is stored in the profile of the PayPal account used for the purchase. Entry authorizations may not be misused, copied or altered. By using the entry authorization, the user also accepts the house rules of the venue.

Event cancellation, changes, refunds

picbe is liable for the reimbursement of the entrance fees in the event of cancellation or cancellation of the event. In the event of a refund, only the ticket price will be returned. The service and shipping fees incurred cannot be refunded due to the service provided. Tickets will be returned in the same way that the payment was made, unless otherwise agreed with the customer. In the event of cancellation, postponement or any other change to an event, picbe reserves the right to inform those customers who have purchased tickets for this event of this change. This notification is a voluntary service provided by picbe and can be sent by post and/or electronically by e-mail or SMS if the relevant contact details are available. occupation or We reserve the right to make changes to the program as long as

they are reasonable, minor and objectively justified. In the event of cancellation, postponement or such changes, no expenses (e.g. travel, hotel) will be reimbursed.

XXI. Applicable Law

Swiss law applies to the exclusion of the UN sales law, unless the laws of the customer's country of residence / habitual residence provide for other mandatory provisions.

XXII. place of jurisdiction

In the event of disputes arising from contracts concluded under the validity of these General Terms and Conditions, either the Swiss courts or, for customers from the EU who are consumers, the courts of the place where the customer has his domicile/habitual abode are responsible for claims by customers responsible. For legal action by picbe against customers who are consumers, the courts of the place where the customer has his/her domicile/habitual abode are responsible within the EU. After the dispute arises, the parties are free to agree on a place of jurisdiction.

XXIII. Modification of the General Terms and Conditions / Subject to Modification

picbe is entitled to change these GTC unilaterally, insofar as this is necessary to eliminate subsequent equivalence disturbances or to adapt to changed legal or technical framework conditions. picbe will inform the customer about a change and send the content of the changed regulations to the customer's last known e-mail address or do this via the website. The change becomes part of the contract if the customer does not object in writing to picbe within six weeks of receipt or publication of the notification of the change to the inclusion in the contractual relationship. It is not necessary to inform the customer if minor changes are made to these provisions, such as spelling errors, explanatory additions, changes to the structure, etc.

XXIV. Special requirement for the conclusion of the contract

Customers agree to implement the learning content offered for sale on this website exclusively as an independent sales partner within picbe's Nu Skin Enterprises sales line. This content is not available to members of other Nu Skin Enterprises distribution lines. If, after purchasing or completing the membership, it turns out that there is already a connection to another Nu Skin Enterprises sales line, picbe reserves the right to block access to the learning content or to terminate the membership with immediate effect. picbe also reserves the right to block access immediately and to terminate the membership without notice for important reasons if the behavior of the independent sales partner represents damage to the picbe brand or does not correspond to picbe's values or if the contractual partner is already in contact with someone else cooperates with a

company in network marketing or direct sales or takes up such an activity with another company in network marketing or direct sales during the cooperation with picbe.

The customer is aware that photos and/or video recordings of his person can be made at the events by picbe or by picbe's agents. If necessary, by purchasing the ticket or by participating in the event, the customer agrees that he/she agrees to the taking of these photos and/or videos and grants picbe the right to use these recordings for marketing purposes indefinitely and free of charge or to publish.

XXV. Severability Clause

If a provision of these terms and conditions should be ineffective, the validity of the remaining provisions will not be affected.

[Download terms and conditions](#)

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Status: 11/29/2022