

General Terms and Conditions (GTC)

1. Scope & Validity

1.1. Scope and Basis of Business Relationships

These general terms and conditions regulate the business relationships between “Anna Grzywacz Mind Body Sex Therapy” (hereinafter: **Mind-Body-Therapy**) and its clients/participants for all offered services. Mind-Body-Therapy is a brand of Anna Grzywacz Mind Body Sex Therapy, which offers services in the fields of bioenergetic analysis and counseling, workshops in this method, and coaching. These conditions are part of all offers, order confirmations, and appointment reservations. Deviations from these general terms and conditions must be confirmed in writing by the service provider in order to be valid.

The following general terms and conditions (GTC) apply to all participants in the courses organized by the provider.

The GTC are based on Swiss law and apply in Switzerland and abroad, provided that the parties expressly or tacitly acknowledge them. Changes and ancillary agreements are only valid if agreed upon in writing by both parties.

The following General Terms and Conditions (GTC) apply to the use of this website, its business services, and the business relationships between Anna Grzywacz Mind Body Sex Therapy, PO Box, 8038 Zurich, Switzerland, and its customers/clients in the version valid at the time the website is or services are booked.

A ‘client’ or ‘participant’ is any natural person who enters into a business relationship with Mind-Body-Therapy for the purpose of utilizing the services offered. The GTC, delivery and payment conditions, and data protection provisions may be adjusted from time to time.

1.2. Binding Nature and Validity of the GTC

These GTC apply exclusively. Any conditions that conflict with, supplement, or deviate from these GTC require express written confirmation by Mind-Body-Therapy to be valid and are contractually agreed upon between Mind-Body-Therapy and the customer. By using this website or by ordering a service and/or making a booking, the customer confirms their full acceptance of these terms and conditions, including the payment conditions.

2. Subject Matter and Conclusion of the Contract

This contract regulates the offer and sale of services via the provider’s website and other external websites, as well as the conclusion of contracts in electronic commerce or via means of distance communication such as telephone and email. The offers presented on the website are non-binding invitations for the customer to submit an offer. The contract is concluded as soon as the provider accepts the customer’s offer by sending an order confirmation via email or by providing the service.

3. Appointment Reservation and Registration – Ordering Services

3.1. Service Reservation and Confirmations

Service reservations are made in writing via the booking tool. The minimum age is 18 years. Upon receipt of the service reservation via the internet registration form on our website, a confirmation email is sent immediately.

3.2. Payment Conditions and Right of Withdrawal

Orders are only fulfilled after full payment has been received and if the services are available. If it becomes apparent after the contract has been concluded that the ordered services cannot be delivered, or cannot be delivered in full, Mind-Body-Therapy is entitled to withdraw from the entire contract or from part of the contract. If the customer's payment has already been received by Mind-Body-Therapy, the amount will be refunded. If no payment has yet been made, the customer is released from the obligation to pay. Mind-Body-Therapy is not obliged to provide a replacement delivery in the event of contract termination.

4. Prices

The prices for Mind-Body-Therapy services are, unless otherwise stated, gross prices in Swiss francs (CHF).

We reserve the right to make technical changes, errors, and misprints. In particular, Mind-Body-Therapy may change prices at any time and without prior notice. No support services or insurances are included in the sales prices.

5. Technical Requirements

It is the responsibility of the participants to meet the technical requirements necessary to book and participate in the courses, such as having an email address and internet access.

The participant is also responsible for any relevant insurance.

6. Payment Conditions for Mind-Body-Therapy and Services

6.1. Payment Methods and Receipts

Payment for services can be made in advance when booking online or for online services, in accordance with the payment options specified when ordering. Unless otherwise agreed, the costs of the services are to be paid either in advance by credit card, Twint, or other current payment methods offered. Each customer receives a payment receipt upon request. There is also an option to issue an invoice.

6.3. Late Payment and Cancellation

Orders or bookings, regardless of whether they were made by email, contact form, online booking system, telephone, or other means, are binding for the customer/client. Unless otherwise stated, there is no right of return or withdrawal.

7. Cancellation Conditions and Fees for Mind-Body-Therapy Services

7.1. Free Cancellation and Cancellation Fees

For events free cancellation is generally not allowed, unless the Terms and Conditions of an individual service stipulate otherwise.

7.2. Cancellation of Events by Mind-Body-Therapy

Mind-Body-Therapy reserves the right to cancel workshops, lectures, and group coaching sessions if there are insufficient participants or due to extraordinary events beyond Mind-Body-Therapy's control (e.g., accident or illness of the workshop leader). No claims for damages can be made in such cases. A new replacement date will be agreed with the affected

clients/participants. If the affected clients/participants do not wish to attend a later appointment, any amount already paid will be refunded if Mind-Body-Therapy cancels.

7.3. Force Majeure

Mind-Body-Therapy shall not be held liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, war, strikes, pandemics, or other unforeseen events.

8. Right of Withdrawal for Services

No right of withdrawal is granted in the following cases:

- If the contract concerns a service and the provider fully performs the contract with the consumer's express prior consent before the withdrawal period has expired.

9. Duty of Loyalty and Due Diligence

9.1. Duty of Care

Mind-Body-Therapy undertakes to provide the services with the greatest care. The provider undergoes regular supervision of her work.

9.2. Personal Responsibility of the Client

Mind-Body-Therapy points out that our services are active, self-responsible processes, and certain successes cannot be guaranteed. The client confirms to have read the contraindications for participation in workshops and – in case of doubt – commits to clarify any concerns in writing prior to registering and paying for participation in a workshop.

Mind-Body-Therapy primarily supports the client as a process companion and supporter in decisions, processes, and changes. The actual change work is carried out by the client themselves. Therefore, the client should be willing and open to engage with themselves, their situation, and possible solutions. Both sides will do everything to the best of their knowledge, conscience, and ability to achieve the success of the agreed service.

9.3. Exclusion of Liability for Service Results

The client bears sole responsibility for the use and implementation of the results of our services. Any claims for damages are expressly excluded by Mind-Body-Therapy, as far as legally permissible.

9.4. Correction of Service Errors

Clients should submit complaints regarding service defects in writing within 20 days of the service being provided. Mind-Body-Therapy will review and respond to complaints within 10 business days. In cases where a resolution cannot be reached, the parties may seek mediation or legal remedy in accordance with Swiss law.

10. Confidentiality and Data Protection

10.1. Confidential Treatment of Personal Data

Mind-Body-Therapy treats all personal data that it learns in connection with its activities or generates through its activities as absolutely confidential. This data is not passed on to third

parties. Exceptions are permitted if an authorized organization or the respective individual expressly authorizes Mind-Body-Therapy in writing to do so.

10.2. Duty of Care for Personal Reports

Mind-Body-Therapy handles personal data with the utmost care. If individual, personal reports are created for specific customers as part of an order, Mind-Body-Therapy considers these individuals to be the only authorized recipients of such information.

10.3. Use of Client Names for Reference Purposes

Mind-Body-Therapy is entitled to use client names as part of optimizing its own services. For public testimonials the provider always asks the client for explicit permission to use their name.

11. Copyright & Intellectual Property

11.1. Use of Specialist and Methodological Knowledge

Mind-Body-Therapy uses generally accessible specialist and methodological knowledge, as well as knowledge acquired from other sources, and knowledge it has developed or further developed itself, adapted to specific client circumstances.

11.2. Sources and Copyright Agreements

If specialist and methodological knowledge is sourced from other parties, this is declared in the form of a citation, or there is a corresponding agreement between Mind-Body-Therapy and the copyright holder.

11.3. Copyright on Own Documents

Mind-Body-Therapy claims copyright on all of its own documents, regardless of whether a corresponding copyright notice is attached to the relevant documents.

11.4. Clients' Rights to Use Materials

For the duration of the contractual relationship, Mind-Body-Therapy grants clients the non-transferable, non-exclusive right to use and exploit the materials provided by Mind-Body-Therapy in accordance with the contract content. The use of its services and materials, whether for commercial or non-commercial purposes, is only permitted with the express consent of Mind-Body-Therapy.

12. Liability/Disclaimer

12.1. Exclusion of Liability for Bioenergetic Analysis, Counseling, and Coaching

Mind-Body-Therapy's work, as part of the services offered, includes bioenergetic analysis, counselling, and coaching, among other things. Success cannot be guaranteed and depends essentially on the client's cooperation. Liability for success is excluded and waived.

12.2. No Promises of Healing and Medical Advice

Mind-Body-Therapy's work activates the client's self-healing powers. Mind-Body-Therapy makes no promises of healing, does not provide medical diagnoses, nor does it evaluate medical findings. Mind-Body-Therapy expressly points out that the bioenergetic analysis, coaching, and advice offered do not replace a visit to a specialist or their diagnosis or treatment. This also

applies to taking or discontinuing prescribed medication or therapies. In case of doubt, the client should consult the responsible doctor in advance.

12.3. Limitation of Liability and Use of Hyperlinks

The sending or electronic transmission of any data is at the client's risk.

Mind-Body-Therapy excludes all liability, regardless of its legal basis, as well as claims for damages against Mind-Body-Therapy and any assistants or vicarious agents. In particular, Mind-Body-Therapy is not liable for indirect damage, consequential damage, lost profits, or other personal, material, or purely financial damage to the customer. Further mandatory legal liability remains reserved, for example in cases of gross negligence or unlawful intent. Mind-Body-Therapy only uses hyperlinks to simplify the customer's access to other web offers. Mind-Body-Therapy does not monitor, control, or endorse the content of third-party websites linked from its website and accepts no responsibility for the legality, accuracy, or appropriateness of the content found on such sites.

13. Data Protection

Mind-Body-Therapy may process and use the data collected as part of the contract conclusion to fulfill obligations arising from the purchase contract and for marketing purposes. The data necessary to fulfill the service may also be passed on to commissioned service partners or other third parties.

Mind-Body-Therapy processes personal data in accordance with Swiss data protection laws and, where applicable, the General Data Protection Regulation (GDPR). Clients have the right to request access to, rectification of, or deletion of their personal data at any time by contacting the data controller at

The other data protection provisions can be accessed at the following link: [Privacy Policy](#).

14. Severability Clause

14.1. Maintaining the Validity of the General Terms and Conditions

If individual provisions of these General Terms and Conditions prove to be invalid, ineffective, or unfulfillable, this will not affect the validity, effectiveness, or fulfillability of the remaining parts of the General Terms and Conditions.

14.2. Replacement of Invalid Provisions

In this case, the parties undertake to replace the invalid, ineffective, or unfulfillable provision with a valid, effective, and fulfillable provision that comes closest to the original intention of the parties in terms of content.

15. Place of Jurisdiction

Swiss law applies exclusively to contractual relationships with Mind-Body-Therapy.

The place of jurisdiction for all legal disputes is Zurich.

As of: 24 April 2025