

General Terms and Conditions (GTC) of the Inside Culture Academy (ICA)

1 Scope and application

1.1 These General Terms and Conditions (GTC) apply to all contracts, services and products provided by Inside Culture Academy (ICA) to both consumers and companies, nationally and internationally.

1.2 For transactions in connection with our online store, the store terms and conditions also apply, which apply specifically to orders, payment terms and shipping guidelines in the store area. These are linked [here](#).

1.3 Deviating or conflicting terms and conditions of the customer will not be recognized unless they have been expressly confirmed in writing by ICA.

1.4 By using this website, purchasing our products/services or using the online store, you agree to these GTC and the supplementary [store GTC](#).

2. services and products

2.1 ICA offers services and products in connection with intercultural training, online mentoring, community access, coaching, webinars, course platforms and the online store.

2.2 Webinars and coaching sessions are voluntary additional offers provided by the respective trainers. The availability, topics and frequency of these offers are at the sole discretion of the coaches and may be changed or discontinued at any time.

2.3 Detailed descriptions of each service and product are available on the ICA website and in individual offers to customers.

2.4 Certain products or services may only be available online via the Website. These products or services may have limited quantities and are subject to return or exchange only in accordance with our Returns Policy.

2.5 ICA reserves the right to make changes or improvements to its services and products, provided that these do not affect the essential contractual obligations.

3. registration, account and online store conditions

3.1 Customers must register on the ICA platform in order to use certain services.

3.2 By agreeing to these Terms of Use, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence at and have given us your consent to allow your minor dependents to use this Site.

3.3 Customers are responsible for maintaining the confidentiality of their access data and are liable for all activities carried out via their account.

3.4 ICA reserves the right to suspend or terminate accounts that violate these GTC or applicable laws.

3.5 A breach or violation of any of the Terms will result in the immediate termination of your Services.

4. conclusion of contract

4.1 A contract is concluded when the customer accepts an offer provided by ICA, whether by placing an order via the ICA website, completing a registration form or concluding a written agreement.

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4.2 After acceptance, ICA confirms the order or registration by e-mail, which serves as confirmation of the contract.

5 Prices, terms of payment and billing information

5.1 All prices are quoted in euros (€). As a small business in accordance with § 19 UStG, ICA does not charge sales tax and therefore this is not shown.

5.2 Payment must be made in advance or as agreed in the individual contracts.

5.3 Payment methods include bank transfer, credit card, PayPal or other payment services specified on the ICA platform.

5.4 In the event of late payment, ICA reserves the right to block access to the services until payment has been received in full.

5.5 You agree to provide current, complete and accurate purchase and account information for all purchases in our store.

5.6 ICA reserves the right to refuse any order you place with us or to limit or cancel the quantities purchased per person, per household or per order.

6. right of withdrawal

6.1 Consumers have the right to withdraw from the contract within 14 days without giving reasons. The withdrawal period begins on the day the contract is concluded.

6.2 In order to exercise the right of withdrawal, the consumer must inform ICA in writing (e.g. by e-mail) of his decision to withdraw from the contract.

6.3 The right of withdrawal expires for digital content if the customer has expressly agreed that the execution of the content begins before the expiry of the withdrawal period and has acknowledged that his right of withdrawal expires at the beginning of the execution. This consent is given by activating a corresponding checkbox in the order process.

6.4 Right of withdrawal for booked services:

Participants who book a service (e.g. coaching or webinar) within the statutory withdrawal period of 14 days agree to the immediate performance of the service and confirm that they lose their right of withdrawal at the start of performance. This consent is given during the booking process and is binding for the completion of the booking.

6.5 In the event of withdrawal, ICA will refund all payments received, less the costs of services already provided.

7 Cancellation and refund policy

7.1 Cancellations of booked services must be made in writing.

7.2 Cancellation fees may apply in accordance with the conditions set out in individual offers and service agreements.

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7.3 Refunds for digital products, such as online training and community access, are not possible once access has been granted. Refunds will only be made in the event of verifiable technical faults that make it impossible to use the product and only after ICA has checked this.

7.4 Regulations in the event of trainer absences:

Webinars or coaching sessions that are canceled due to illness or the inability of a trainer to attend will be compensated either by a suitable replacement or by an alternative date. If this is not possible, ICA will refund the fees already paid to the participants concerned, provided this corresponds to the actual costs incurred.

7.5 Obligations of the participants in the event of cancellation:

The availability of webinars and coaching sessions is not guaranteed. Participants undertake to postpone or cancel booked events at least 24 hours before the start. If this deadline is not met, there is no entitlement to alternative dates or refunds. Refunds for additional offers that are canceled due to force majeure or unforeseeable and unavoidable events are excluded. The regulations under 7.4. apply to cancellations due to illness or the inability of a trainer to attend.

8. use of the platform and services

8.1 Customers undertake to use the ICA platform and services for lawful purposes and in accordance with these GTC.

8.2 Webinars and coaching sessions are voluntary additional offers. Participation is subject to availability and compliance with the conditions set by the respective trainers.

8.3 Customers may not disclose or distribute ICA Content to unauthorized third parties without the prior written consent of ICA.

8.4 ICA reserves the right to monitor and moderate the use of the Platform to ensure a safe and productive community environment.

8.5 Participants are responsible for complying with legal and administrative requirements (e.g. visas or insurance).

9 Intellectual property

9.1 All content, materials and intellectual property rights provided by ICA, including but not limited to online courses, webinars and written materials, remain the property of ICA.

9.2 Customers receive a non-exclusive, non-transferable license to use the content for personal and non-commercial purposes.

9.3 The reproduction, distribution, editing or other use of the content outside the agreed license framework is prohibited without the express written consent of ICA.

10. data protection

10.1 General privacy policy of the Inside Culture Academy (ICA)

Inside Culture Academy (ICA) complies with all applicable data protection regulations, including the EU General Data Protection Regulation (GDPR). Personal data is used exclusively for the following purposes:

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- Contract fulfillment and customer communication
- Provision of services such as intercultural training, coaching and webinars
- Management of participant and member accounts

Detailed information on the processing of personal data can be found in our general privacy policy below.

10.2 Privacy policy for the online store

Specific data protection provisions also apply to all transactions in the online store. These include:

- Storage and processing of payment data (e.g. credit card information) via the Shopify e-commerce platform, which is encrypted in accordance with the highest security standards
- Processing of data for the dispatch and processing of orders
- Use of tracking technologies for analysis and marketing purposes, insofar as this is permitted by law or you have given your consent

Detailed information on this can be found [here](#) in the privacy policy of the online store.

10.3 Responsibilities and contact

Inside Culture Academy is responsible for protecting your data in accordance with the guidelines described. If you have any questions or wish to exercise your rights under the GDPR (e.g. information, correction, deletion), please contact:

INSIDE CULTURE ACADEMY e.K., Sebastian Wittig, Huchtinger Heerstraße 121, telephone number: +49 421 27717553, e-mail address: info@inside-culture-academy.de

11 Liability and exclusion of liability

11.1 ICA is not liable for force majeure.

11.2 Liability for slight negligence is excluded, except in the event of a breach of material contractual obligations (cardinal obligations).

11.3 ICA accepts no liability for voluntary additional services such as webinars and coaching sessions.

12. changes to the GTC

12.1 The customer shall be notified in writing of any changes to the GTC at least 14 days before they come into force.

12.2 Customers have the right to object in writing within 14 days of notification of the changes. Otherwise the changes shall be deemed to have been accepted.

13 Applicable law and place of jurisdiction

13.1 These GTC are subject to German law. The place of jurisdiction is Bremen, Germany.

13.2 For international disputes, an arbitration tribunal may be convened at the request of both parties in accordance with the rules of the International Chamber of Commerce (ICC).

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14 Affiliate Program

14.1 Scope and description

14.1.1 Inside Culture Academy (hereinafter "ICA" or "we") offers an affiliate program that is operated via the "GoAffPro" software solution. This program enables third parties (hereinafter "Affiliate" or "you") to promote our products and services on their own websites, social media channels or other platforms ("Affiliate Sites").

14.1.2 If you participate in the Affiliate Program, the special terms and conditions of this section and the respective provisions of GoAffPro (hereinafter "GoAffPro Operating Agreement") shall apply in addition to these GTC. Unless otherwise stipulated below, the other provisions of our GTC shall apply in addition.

14.2 Participation and registration

14.2.1 The prerequisite for participation in the Affiliate Program is a successful application via the registration form provided by ICA or GoAffPro. After checking your details, we reserve the right to reject applications without giving reasons or to block or terminate existing affiliate accounts.

14.2.2 You undertake to provide complete and truthful information as part of the registration process and to keep this data up to date at all times. Communication generally takes place by e-mail to the address you have provided.

14.3 Advertising links and tracking (special links)

14.3.1 After acceptance into the affiliate program, we will provide you with so-called "special links" or tracking links. These links are specially formatted so that sales or other actions generated via your affiliate pages can be correctly allocated.

14.3.2 Remuneration ("Advertising Fees", "Commissions") shall be paid exclusively for qualified purchases that can be proven to have been made via correctly integrated and unadulterated tracking links. It is your responsibility to ensure that the links provided function properly.

14.4 Advertising measures and obligations of the Affiliate

14.4.1 You are solely responsible for the structure, operation and content of your affiliate pages. This includes in particular

- Compliance with applicable legal regulations (e.g. labeling requirements, data protection, imprint).
- Compliance with trademark, copyright and competition laws as well as all other relevant laws.
 - 14.4.2 Affiliate sites whose content violates applicable law or contains discriminatory, defamatory, pornographic, violence-glorifying or otherwise offensive content are not permitted. Misleading advertising practices (e.g. spam, unwanted e-mail advertising, hidden forwarding, deception about identity, unauthorized use of trademarks) are also prohibited.
 - 14.4.3 It is not permitted to place search engine advertising ("Paid Search") with protected brand terms (e.g. "Inside Culture Academy", "GoAffPro") in the form of keywords or to register domain names or social media profile names with these brands.

14.5 Remuneration, payment and cancellation

14.5.1 The amount of commission and the payment modalities are determined by the respective conditions in the Affiliate Dashboard and the provisions of the GoAffPro Operating Agreement. As a rule, payment is only made if a purchase or other defined action is made within the specified tracking period ("session cookie").

14.5.2 Reverse transactions (e.g. cancellations, revocations, returns) mean that no entitlement to remuneration arises or that commissions already paid out can be retroactively canceled.

14.5.3 ICA may withhold or refuse commissions if it suspects that the rules of the affiliate program have been violated or orders have not been properly placed (e.g. self-orders, fraud, manipulation).

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14.6 Exclusion of liability and responsibility

14.6.1 ICA is not liable for the content published on your Affiliate Sites and accepts no responsibility for its legality, accuracy or timeliness. You indemnify ICA and its employees against all third-party claims arising from or in connection with content on your affiliate pages.

14.6.2 ICA and GoAffPro provide the Affiliate Tracking System on an "as is" basis. ICA does not guarantee the uninterrupted availability or accuracy of the tracking links, data transmissions or statistics. Claims for damages due to any downtimes or incorrect allocation of commissions are excluded, provided that there is no intentional or grossly negligent fault on the part of ICA.

14.6.3 Participation in the affiliate program does not constitute a corporate, joint venture or employment relationship between you and ICA. You act as an independent entrepreneur and act on your own account and at your own risk.

14.7 Term and termination

14.7.1 Participation in the Affiliate Program begins with the acceptance of your application by ICA and runs for an indefinite period. Both parties may terminate the cooperation at any time with immediate effect without giving reasons.

14.7.2 Upon termination of your participation, you are obliged to immediately remove all advertising materials (e.g. banners, links, logos) from your affiliate pages and to cease any use of ICA trademarks. Any outstanding commission claims will be settled after a reasonable review period.

14.8 Changes to the Affiliate Program

14.8.1 ICA may amend or discontinue the Affiliate Program or individual provisions thereof at any time or adjust the conditions of participation. Changes will be announced in text form (e.g. by email) at least 14 days before they come into effect.

14.8.2 If you do not object to the changes in writing within 14 days, they shall be deemed to have been accepted by . In the event of a timely objection, ICA has the right to terminate the cooperation.

14.9 Applicable law and place of jurisdiction

14.9.1 The provisions on applicable law and place of jurisdiction in Section 13 of these GTC shall apply additionally to the Affiliate Program.

14.9.2 Insofar as the GoAffPro Operating Agreement contains further provisions that conflict with these GTC, German law shall take precedence.

14.10 Additional documents

14.10.1 In addition to this section, the current Affiliate Terms and Conditions of the [ICA Affiliate Program](#) and GOAFFPRO (<https://goaffpro.com/policies/terms>), which in their original English version form an integral part of this Agreement and govern the rights and obligations of the parties in addition.

14.10.2 Questions about the Affiliate Program can be directed to referral@inside-culture-academy.de at any time.

15 Student discount

15.1 Eligibility & proof

15.1.1 Students with a valid certificate of enrollment can receive a discount for the "Cultural Onboarding Community & Premium Online Training" bundle.

15.1.2 The discount check is carried out by sending a valid certificate of enrollment by email to students@inside-culture-academy.de.

15.1.3 After successful verification, the personal discount code will be sent by e-mail.

15.2 Terms of use

15.2.1 The discount code is non-transferable and cannot be combined with other discounts or

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promotions.

15.2.2 ICA reserves the right to refuse proof of discount or request additional information if there is any doubt as to its validity.

15.2.3 The offer may be changed or discontinued at any time without giving reasons.

15.3 Data protection & processing of the certificate of enrollment

15.3.1 The data transmitted will only be used to check eligibility.

15.3.2 Once the request has been processed, the certificate of enrollment will be deleted within 30 days.

15.3.3 More information on the processing of personal data is available in our privacy policy.

16. competitions and special promotions

16.1 General conditions of participation

16.1.1 The Inside Culture Academy (ICA) occasionally organizes competitions and special promotions in which participants can receive prizes, discounts or free access to certain offers.

16.1.2 The conditions of participation are defined separately for each promotion and communicated on the respective platform or website.

16.1.3 Only natural persons over the age of 18 are eligible to participate, unless otherwise stated.

16.2 Example campaigns

16.2.1 The first X people to respond to a social media campaign will receive free access to the ICA community or certain offers.

16.2.2 Prize draws among all participants who complete a specific task (e.g. comment, email submission or newsletter registration).

16.3 Procedure & notification

16.3.1 Winners will be notified by email or direct message on the respective platform within a specified period.

16.3.2 If a winner does not respond within 7 days, ICA reserves the right to pass the prize on to another person.

16.4 Abuse & exclusion

16.4.1 ICA reserves the right to exclude participants from participation in the event of suspected fraud or abuse.

16.4.2 Prizes are non-transferable and cannot be paid out in cash.

16.4.3 Legal recourse is excluded.

16.5 Data protection & processing of personal data

16.5.1 If you take part in a discount promotion or competition, we process the following personal data:

- For discount campaigns (e.g. student discount): Name, e-mail address, certificate of enrollment (PDF or photo)
- For competitions & special promotions: Name, e-mail address or social media profile name

16.5.2 Purpose of the processing:

- Checking eligibility for the discount or profit
- Notification of the winners
- Sending access data or prizes

16.5.3 Storage period:

- The enrollment certificates will be deleted within 30 days after the examination.

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- Data for competitions and special promotions will be deleted within 60 days of completion of the promotion and dispatch of the prizes.

16.5.4 Disclosure to third parties:

The data will not be passed on to third parties and will only be processed internally.

16.5.5 Rights of data subjects:

You can request the deletion or correction of your data at any time. You can find more information in our full privacy policy.

17. severability clause

17.1 Should individual provisions of these GTC be or become invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17.2 The invalid or unenforceable provision shall be replaced by a legally permissible provision that comes as close as possible to the economic purpose of the original provision.

Important information on voluntary additional offers (webinars and coaching sessions)

- Webinars and coaching sessions are voluntary additional services offered by the respective trainers.
- The availability, topics and frequency of these offers may be changed or discontinued at any time.
- Discounts on webinars and coaching sessions are subject to availability and booking via the ICA member area.
- The responsibility for the use and success of these additional offers lies solely with the participants.

Contact information

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