

Terms and Conditions for the Purchase of CirculaRise Course

These terms and conditions apply to CirculaRise Course provided by Yunus Environment Hub GmbH (company number HRB 31993), Rheinstr. 109, 65185 Wiesbaden, Germany with VAT number DE333777330 (“Yunus Environment Hub GmbH” or “YEH” or “we” or “us”).

These terms and conditions are in addition to the Website Disclaimer and apply to the sale of any CirculaRise Course, and in case of any conflict will uphold on others to be resolved.

Please read these terms and conditions carefully before purchasing the CirculaRise Course and print a copy of your records, if necessary.

For online purchases, by clicking on the “complete my purchase” button you agree to the terms of this agreement which will bind you. If you do not agree to these terms and conditions you must cease to continue to purchase from us.

1. Definitions

- i. “Confidential Information” means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party’s business or products that is labeled as “confidential”. This does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.
- ii. “Course Materials” means the information provided by Yunus Environment Hub GmbH to accompany a course provided as part of the Services in hard copy or electronic form.
- iii. “Fees” means the fees paid by you to us for the Course.
- iv. “Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.
- v. “Online Course” means the delivery by us of an online course pursuant to which you learn course materials remotely.
- vi. “Services” means the provision of the Online Course and/or the Course Materials together with such other services as agreed from time to time and purchased by you.
- vii. “Website” means YEH Circularise course link
- viii. “you” means the individual purchasing the Services.
- ix. “EOI” means showing interest in purchasing the Course.
- x. “Enrollment” means you have fully paid for the Course to book your spot.
- xi. “Course Price” means Course Fee plus VAT or other local taxes plus Payment Processing fee as per the applicable law.

2. The Services

2.1. A description of the Services and the dates on which they will begin are on our website. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.

2.3 We expect you to confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity, from your purchase and completion of any of the Services.

3. Ordering Services

3.1. To purchase the Course online you must register for an account with us via Kajabi through the link provided on our website. If you already have a Kajabi account, you can log into your account using your username and password.

3.2. You must provide the required information and pay the amount specified. You must ensure that all information provided is complete and accurate.

3.3. Your one order means the offer to enroll for the course.

3.4. When you place an order for a Service you offer to purchase the Services on these terms and conditions. We reserve the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.5 below.

3.5. A legally binding agreement between us and you shall come into existence when we have:

- a. accepted your offer to purchase Services from us; and
- b. received payment of the relevant Fees from you in accordance with clause 5 below.

3.6. You must check the details on the order confirmation email when you receive it. If there are any errors, please contact us immediately at register@yunuseh.com

4. Cancellation and Variation

4.1. Subject to clause 4.2 below, where we have accepted / confirmed the Course being purchased by you and formed a legally binding agreement with you in accordance with clause 3.4 above, then you are permitted till one week at least before the start of the course to cancel your purchase of the Services.

4.2. If you have purchased an Online Course and have already accessed, downloaded all or part of the Online Course and/or started to use that Online Course then you shall have no right to cancel your order.

4.3. Notwithstanding clause 4.1 there is no other right to cancel or vary your purchase of Services and any other cancellation and / or variation of course dates will be at the entire discretion of Yunus Environment Hub GmbH.

5. Fees, Prices, Modifications and Accessibility to the Course Materials

5.1. The Fees for the Course shall be as set out on the Website at the time you place an order for it.

5.2. The Course Price is inclusive of all costs.

5.3. Before a Contract comes into existence between you and us, we reserve the right to increase or decrease the advertised Course Fee and/or to amend any of the information contained in the Online Course description. We also reserve the right to withdraw at any time Online Courses advertised for sale on the Website and/or in any Brochure.

5.6. Participants will have permission to download course materials from the specific course they purchased for unlimited use after completion of the course.

6. Payments and Refund

6.1. The Full Course Price must be made as one payment to confirm enrollment at least one week before the start of the course.

6.2. All payments are made through our Kajabi platform.

6.3. Refund policy

- a. 20% of Course Price will be charged as fixed penalty for cancellation/withdrawal and not be refunded. This is to cover the fixed fees and costs of processing the transaction.
- b. Rest 80% of Course Price will be refunded subject to clause 4.1 above and if claimed before the start of the course.
- c. No refund will be made after the start of the course/during the course as subject to clause 4.2

6.4. Withdrawal guideline to claim refund

- a. The course cancellation/withdrawal reason must be explained in written format
- b. The writing should also include:
 - Full details of the participant
 - Payment receipt proof, attached.
- c. The writing should have the Subject Line “Cancellation of CirculaRise Course, First Name, Last Name, Payment reference no provided during payment, date of purchase”.
- d. The writing should be submitted to accounting@yunuseh.com

7. Liability

7.1. No part of the provision of the Services shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of investment advice. We expect you to take reasonable care to verify that this Course and the Materials in question will meet your needs. We do not make any commitment to you that you will obtain any particular result from your use of the Course and the Materials or that you will obtain any particular qualification on completion of the Online Course (unless otherwise stated on the Website and/or in any relevant Brochure).

7.2. Although we aim to provide the Services to the highest standards of the industry, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the programs or Course Materials and any reliance by Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

7.3. We cannot be held responsible for any delay or disruptions to your access to the Online Course because of such suspension or any of the following:

- a. the operation of the internet and the world wide web, including but not limited to viruses;
- b. any firewall restrictions that have been placed on your network or the computer you are using to access the Online Course;
- c. failures of telecommunications links and equipment; or
- d. updated browser issues

7.4. Except if they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the Services.

7.5. Liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be only limited to the Course Price received by us.

7.6. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

8. Intellectual Property

8.1. All Intellectual Property Rights in the Course Materials, Online Courses and the speeches made by trainers are, and remain, the intellectual property of Yunus Environment Hub GmbH or its licensors, whether adapted, written for or customized for the Client or not.

8.2. You are not authorized to: -

(i) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;

(ii) use the Course Materials in the provision of any other course or training whether given by us or any third-party trainer;

(iii) remove any copyright or other notice of Yunus Environment Hub GmbH on the Course Materials;

(iv) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.

Breach by you of this clause 8.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including access to the Online Courses.

8.3. Course participants will have permission to download course materials for unlimited, non-transferable use upon course completion. The documents are for individual use only and may not be reproduced, shared or commercially used.

9. Confidentiality

9.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions and shall return it on demand and not retain copies of it.

9.2. Either party may disclose Confidential Information to its legal and other advisors to obtain advice from them.

9.3. This clause shall continue notwithstanding termination of these terms and conditions.

10. Termination

10.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect if you:

- a. act in an aggressive, bullying, offensive, threatening or harassing manner towards any mentor/teacher
- b. cheat or plagiarise any work which you are required to prepare or submit in connection with the Services or during any Assignment taken in connection with the Services;
- c. steal or act in fraudulent or deceitful manner towards us;
- d. intentionally or recklessly damage our intellectual property;
- e. are in breach of these terms and conditions.

10.2. On termination clause 7 (liability), 8 (intellectual property rights), 9 (confidentiality) and 10 (restrictions) shall continue notwithstanding such termination.

11. Force Majeure

We shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

12. Data Protection

We take the protection of your personal data very seriously. We treat your personal data as confidential and in accordance with the General Data Protection Regulation (GDPR).

By providing our online Services, we will collect, store, and use your personal information for the purpose of offering our online educational products. Some data might be saved when you provide it to us, for example, data you enter during enrollment to the Online Course. This could include, for example, name, email address, postal address, country of residence, and other personal information.

For the above purpose, we may share your information with the following third parties:

- Our payment services providers: Stripe
- Our e-mail newsletters service provider: Brevo

You have the right to be provided at any time with your personal data that is stored as well as its origin, the recipient and the purpose for which it has been processed. You also have the right to have this data corrected, blocked or deleted. You can contact us at any time at register@yunuseh.com if you have further questions about privacy and data protection. You may also file a complaint with the competent regulatory authorities. The competent regulatory authority for matters related to data protection legislation is the data protection officer of the German state in which our company is headquartered.

13. Permission

By accepting the Terms and Conditions you agree to be listed and/or quoted as having gone through the course, along with your company name if applicable. You also grant permission for your company logo to be used to highlight current or past course participants. This will be purely for marketing purpose.