

Terms & Conditions:

TERMS & CONDITIONS

THEZANTCODE

Michael Zant

1. Scope of Application

1.1 These Terms & Conditions apply to all contracts concluded between:

THEZANTCODE

Owner: Michael Zant

Ludwig-Thoma-Str. 18

83052 Bruckmühl

Germany

Email: michaelzant@icloud.com

and customers (consumers and entrepreneurs).

1.2 A consumer is any natural person acting for purposes outside their trade, business or profession (§13 BGB).

1.3 An entrepreneur is a natural or legal person acting in exercise of their trade or profession (§14 BGB).

1.4 Conflicting terms of the customer shall not apply unless expressly agreed in writing.

2. Services

THEZANTCODE provides:

- Digital self-guided programs (14-DAYS-RESET, 30-DAYS-BUILD-UP, 180-DAYS-LIFE-CHANGE)
- Online coaching sessions
- In-person coaching
- Time-limited memberships

Services may be modified for technical, safety or structural improvements without reducing core value.

There is no guarantee of specific results.

3. Contract Formation

3.1 The presentation of services on the website is not a legally binding offer.

3.2 A contract is concluded when:

- The customer submits a binding order, and
- Payment is successfully processed.

3.3 THEZANTCODE reserves the right to reject orders without stating reasons.

4. Prices & VAT

4.1 All prices are in EUR.

4.2 According to §19 UStG (German Small Business Regulation), VAT is not charged.

4.3 Payment is due immediately.

5. Payment & Default

5.1 Accepted methods: Credit Card, Klarna, Sofortüberweisung, Revolut.

5.2 In case of payment default:

- Access to digital services may be suspended.
- Legal collection measures may be initiated.

6. Digital Content & Loss of Withdrawal Right

6.1 Digital content is made available immediately after payment.

6.2 The consumer expressly agrees that execution begins before expiration of the withdrawal period.

6.3 The consumer acknowledges that the right of withdrawal expires once access is granted (Art. 16(m) EU Consumer Rights Directive).

6.4 No refunds for partially used digital programs.

7. Health & Coaching Disclaimer

7.1 All services are preventive and performance-oriented.

7.2 Services do not replace:

- Medical treatment
- Psychological therapy
- Physiotherapy

7.3 Participation is at the client's own risk.

7.4 The client confirms:

- Being physically and mentally capable
- Consulting a physician if necessary

7.5 THEZANTCODE assumes no liability for injuries caused by:

- Incorrect execution
- Pre-existing conditions
- Ignoring safety instructions

8. Limitation of Liability (Strengthened)

8.1 Liability for damages is excluded except in cases of:

- Intent
- Gross negligence
- Injury to life, body, or health

8.2 In cases of simple negligence, liability is limited to foreseeable, typical contractual damage.

8.3 Liability for indirect damages, loss of profit, or consequential damages is excluded.

8.4 For entrepreneurs (B2B), liability is limited to the contract value.

9. Intellectual Property Protection

9.1 All content is protected by copyright law.

9.2 Prohibited without written permission:

- Sharing login credentials
- Recording sessions
- Reselling content
- Commercial reproduction
- Uploading to third-party platforms

9.3 Violations may result in:

- Immediate termination of access
 - Legal action
 - Claims for damages
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10. Access Limitation

10.1 Access to programs is limited to:

- 14 days
- 30 days
- 180 days

10.2 After expiration, access automatically ends.

10.3 No automatic renewal unless explicitly agreed.

11. Force Majeure

THEZANTCODE is not liable for failure to perform due to:

- Technical outages
 - Government restrictions
 - Force majeure events
 - Internet disruptions
 - Third-party provider failure
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12. Termination (Coaching)

12.1 1:1 coaching agreements may be terminated in writing.

12.2 Sessions not attended without 24h notice may be charged.

13. Data Protection

Data processing is governed by the separate Privacy Policy.

14. Governing Law & Jurisdiction

14.1 German law applies.

14.2 For consumers:

Mandatory consumer protection laws of the country of residence remain unaffected.

14.3 For entrepreneurs:

Place of jurisdiction is Germany.

15. Severability Clause

If any provision is invalid, the remaining provisions remain unaffected.

