

## **§ 1. The consulting service**

The consulting service is provided by me, Joanne Both, as a certified nutritionist, via Zoom or by email. The information does not constitute medical advice and is not a substitute for medical treatment or therapy.

Despite the greatest care, no guarantee can be given for the correctness and completeness of this information. The success of nutritional advice depends largely on the cooperation of the person being advised and cannot be guaranteed. Likewise, no guarantee is given for physical or psychological (consequential) damage to health, provided this occurs after consultation with Joanne Both

## **§ 2. Confidentiality**

I am subject to absolute confidentiality. The duty of confidentiality also applies after the end of the nutritional consultation.

## **§ 3. Payment terms**

The cost of the consultation is to be paid before the first appointment, after receiving the invoice, to the account that is on the invoice. The amount must be submitted within 7 days without deduction or at the latest before the agreed date on the above Account received. If this is not the case, no appointment will be made. With the issue of the invoice issued by Fructoseweb to the customer and the service agreed upon with it, the customer undertakes to pay the invoice amount to the above. To settle account. If a customer only partially or not at all wants to use the agreed service transferred in advance - and if the nutritional consultation breaks off, the amount already transferred will not be refunded.

Darmstadt tax office, tax number 07 807 60342

## **§ 4. Cancellation of appointments**

As the client, you reserve a binding appointment with an agreed time. If you cannot keep an appointment or want to postpone it, please inform me at least 2 working days in advance. This can be done via email or chat. For later cancellations, 50% of the fee is due. Cancellation of appointments due to acute illness are excluded. If an appointment is not taken without notice, a cancellation fee of 100% of the booked consulting service will be due due to the circumstances and the no longer possible mediation of the booked appointment.

## **§ 5. Implementation of nutritional advice**

The subject of the order is the provision of an agreed service, e.g. Advice and not the achievement of a certain physical success. The commissioned services are deemed to have been provided when the necessary analyzes and consultations have taken place and any questions that may arise have been dealt with. In your own interest, you undertake to provide all information (personal details, nutritional records and health status) truthfully and completely

## **§ 6. Protection of property**

You undertake that the information material I have created in the context of nutritional advice will only be used for your own purposes. You receive the exclusive and non-transferable right to use it. All documents and tables are exclusively personal and cannot be used by third parties

## **§ 7. Warranty**

I endeavor to provide all activities with the greatest care and in compliance with recognized nutritional knowledge and principles (e.g. on the basis of the standards of the DGE (German Society for Nutrition) in their current version). All recommendations and analyzes are made to the best of our knowledge and belief. I do not assume any guarantees for the content of such recommendations: The success of nutritional advice is largely beyond my control and depends largely on your cooperation and therefore cannot be guaranteed. Counseling is helping people to help themselves. Despite the greatest care, no guarantee can be given for the correctness and completeness of the information.

## **§ 8. Liability**

Liability for the success of the consultation as well as for possible negative consequences (including direct or indirect consequential damage) caused by the consultation is excluded in any case. Liability for any kind of damage including consequential damage resulting from the use of the information is excluded.

## **§ 9 final provisions**

Changes and additions to this contract must be made in writing to be effective. Verbal collateral agreements do not exist.

## **§ 10. Arbitration Clause**

In the event of disagreements, the contracting parties undertake to carry out an arbitration procedure with the aim of working out a fair agreement based on interests by means of mediation with the support of a neutral arbitrator, taking into account the economic, legal, personal and social circumstances.

## **§ 11. Severability clause**

Should one of these regulations be ineffective, the effectiveness of the remaining regulations is not affected. The ineffective clause is replaced by a regulation that comes closest to it economically and legally.

