

EPISTEMIST | PRAXIS (PX) Terms of Service — Rest of World Edition

For clients whose country of habitual residence is outside the European Union, the European Economic Area, and Switzerland

Eligibility

Age. PRAXIS consultation services are available exclusively to persons who have reached the age of 18. By submitting an inquiry, making a payment, or entering into a contract under these Terms, the client confirms that they are at least 18 years of age at the time of contracting. If this confirmation proves false, EPISTEMIST reserves the right to terminate the contract with immediate effect and to retain proportionate compensation for services already rendered in accordance with the compensation schedules set out in these Terms.

Country of residence. These Terms apply to clients whose country of habitual residence is outside the European Union, the European Economic Area, and Switzerland. By submitting an inquiry, making a payment, or entering into a contract under these Terms, the client confirms that their country of habitual residence is outside the European Union, the European Economic Area, and Switzerland. If this confirmation proves false, EPISTEMIST reserves the right to terminate the contract with immediate effect and to retain proportionate compensation for services already rendered in accordance with the compensation schedules set out in these Terms.

Contract formation. Emails initiated via our website's mailto links are non-binding inquiries. We reply with a binding offer stating the exact service, timeline, time zone (CET/CEST), and the final total price, together with a link to these Terms and our Privacy Notice. The contract is concluded only upon successful payment via the payment link contained in our offer. The contract date is the timestamp of our payment confirmation email.

Performance & Withdrawal

Email Consultation

You have a statutory 14-day withdrawal right for distance contracts. By paying you expressly request that EPISTEMIST begin performance immediately, that is, before the 14-day withdrawal period ends (§ 356 (4) BGB). For email-consultation plans, performance begins upon payment, through reservation of your slot, creation of the consultation file, and preliminary analysis of your submitted material.

If you withdraw after performance has begun but before the reply is sent, you owe proportionate compensation for the value of services already rendered (§ 357 (8) BGB).

Transparent compensation schedule – Email Consultation

Stage	Description	Value share
1	Administrative setup & initial review (from payment)	30 %
2	In-depth analysis, conceptual work, literature check, drafting phase (opens upon receipt of qualifying client input meeting the minimum word count for the selected plan)	40 %
3	Delivery of one written consultation reply to your designated address	30 %

EPISTEMIST will refund any amount paid that exceeds the applicable compensation. Once the written consultation reply has been sent, the statutory withdrawal right expires. Our sent-message timestamp is decisive proof of completion. If a delivery bounces, we will re-send to the same address once it is reachable again. Our attempt to deliver to the address you provided constitutes proper performance; you are responsible for maintaining access to that mailbox.

Live Consultation Sessions

You have a statutory 14-day withdrawal right for distance contracts. By paying you expressly request that EPISTEMIST begin performance immediately, i.e., before the 14-day withdrawal period ends (§ 356 (4) BGB). For live sessions, performance begins upon payment through binding reservation of your exclusive time slot, capacity allocation, and pre-session preparation.

If you withdraw after performance has begun but before the session starts, you owe proportionate compensation for services already rendered (§ 357 (8) BGB).

Transparent compensation schedule – Live Sessions

Stage	Description	Value share
1	Reservation & administration (from payment)	35 %
2	Pre-session review & preparation (opens two full business days before the scheduled start)	35 %
3	Delivery at session start	30 %

EPISTEMIST will refund any amount paid that exceeds the applicable compensation. Once the session has started, the statutory withdrawal right no longer applies.

Cancellation (contractual) – separate from withdrawal

Rescheduling. Rescheduling of a confirmed live session is free of charge when the request is received at least two full business days before the scheduled start. If the rescheduling request is received less than two full business days before the scheduled start, the decision to grant or deny the change is at the sole discretion of EPISTEMIST.

Cancellation. Cancellations that are received at least two full business days before the scheduled start qualify for a full refund. Cancellations that are received less than two full business days before the scheduled start are non-refundable.

Cancellation under this clause is distinct from the statutory withdrawal right. Once you have requested early performance and we have begun providing the service, the statutory withdrawal right is limited to proportionate compensation as above; after the session starts, it no longer applies.

Business-day definition. “Business day” means Monday to Friday, excluding public holidays in Baden-Württemberg (Germany). “Two full business days” means the two business calendar days immediately before the session date, counted in CET/CEST (Berlin). All times refer to CET/CEST.

No-show & early leaving. Failure to join within 15 minutes of the scheduled start counts as a no-show and is non-refundable. Once a live session has started, it is considered fully held even if the client leaves early; no partial refunds apply.

Provider lateness. If EPISTEMIST fails to join within 15 minutes of the scheduled start for reasons not covered by force majeure or the provider rescheduling clause, the client may elect to reschedule the session at no cost at the next mutually available slot, or receive a full refund.

Technical requirements & outages. Clients provide a stable connection and functional equipment. Provider-side failures lead to reschedule or refund; client-side failures lead to no refund. Both sides attempt one rejoin if the connection drops.

Recording & conduct. No audio or video recordings of sessions are permitted without the prior written consent of both parties. Any unannounced or unauthorised recording constitutes a material breach of contract and may entitle EPISTEMIST to terminate the session immediately without refund and to seek injunctive relief and damages under applicable law. Sessions may also be terminated without refund for abusive or illegal behaviour or safety concerns.

Proof of Performance and Retention

For email consultation, the sent-email record (timestamp + recipient address) together with payment confirmation serves as decisive evidence of performance. For live sessions, platform join/leave logs and brief provider notes serve as evidence. EPISTEMIST may retain these minimal metadata records for up to 90 days after the last interaction to document performance and handle potential disputes, after which they are permanently deleted.

“Belehrung” (Withdrawal Information) – compact English version

Withdrawal Information (services)

You have the right to withdraw from this contract within 14 days of conclusion without giving any reason. To exercise the right of withdrawal, you must inform us (name, address, email) by a clear statement (e.g., email).

Early performance & consequences: By paying you expressly request us to begin performance immediately before the withdrawal period ends. If you withdraw after performance has begun but before the live session starts, you must pay proportionate compensation for the services already provided. The compensation is determined by the schedule agreed in our Terms (35 % reservation/admin from payment; 35 % pre-session preparation from two full business days before the session; 30 % at session start). Once the live session has started, your withdrawal right expires.

Refunds: We will reimburse you without undue delay and no later than 14 days from the day we receive your notice, minus any proportionate compensation owed. Reimbursement is made using the same payment method unless otherwise agreed. Model withdrawal form on request.

Terms of Service add-ons – Pseudonymity, Contact Address & Delivery

Pseudonymous use & contact address. You may use a pseudonym and any valid email address. You are responsible for (i) control and ongoing access to the email address you use for the inquiry and/or any address you later specify in writing, (ii) receiving our emails there, and (iii) checking spam/junk folders.

Delivery rule for email consultation. Unless you instruct a different address before payment, we will deliver the consultation reply to the email address used for your inquiry. For withdrawal and performance purposes, the service is deemed completed when we send the final consultation delivery to that address (outgoing timestamp in our sent folder). If a delivery bounces, we will re-send to the same address once available again. Our attempt to deliver to the address you provided constitutes proper performance; you remain responsible for maintaining access to that mailbox. **Risk of non-receipt on pseudonymous/throwaway addresses.** If you use a throwaway or restricted mailbox, you bear the risk of non-receipt caused by limited access, full mailbox, filters, or provider restrictions beyond our control. This does not limit our duty to re-send if we receive a delivery failure.

Live sessions – anonymity & attendance. Camera use is optional. Joining the meeting via the unique session link (audio-only permitted) counts as attendance. If identity cannot be reasonably verified and safety concerns arise, we may terminate or refuse the session; cancellations less than two full business days before session, no-shows, or early terminations during a session remain non-refundable.

Live Session Pricing. The final total price for any live session is always stated in our offer email before payment and governs the contract. A surcharge of +25% applies to sessions scheduled on weekends (Saturday and Sunday). Annual subscribers of our apps (e.g. BRAKED) are exempt from the weekend surcharge and are billed at their standard 25% rebated subscriber rate on all days. All PX prices are total consumer prices. In accordance with §19 of the German VAT Act (UStG), no VAT is charged or shown on invoices. All listed prices are final.

Time zone. All session times are scheduled, confirmed, and delivered in CET/CEST (Berlin). Clients are responsible for determining their local equivalent time. Daylight-saving transitions do not alter confirmed session times; the scheduled CET/CEST time remains binding.

All fees are invoiced and settled strictly in Euros (EUR). Any currency conversion fees, exchange rate fluctuations, or bank charges arising from payment in a foreign currency are the sole responsibility of the client. EPISTEMIST bears no liability for costs or losses arising from currency conversion.

EPISTEMIST LABS Annual App Subscription — Subscriber Benefits

Eligibility & verification. Clients holding a valid annual subscription to a qualifying EPISTEMIST LABS app (currently BRAKED; future CBT apps upon release) are entitled to the benefits set out in this section. Entitlement is verified via the unique annual subscription ID displayed within the app. Clients must submit their annual subscription ID through the designated contact form when claiming any subscriber benefit. EPISTEMIST verifies active annual subscription status and period against the payment provider backend. Benefits apply exclusively within the active subscription period and lapse upon expiry, cancellation, or refund of the subscription.

Session discount & weekend surcharge exemption. Subscribers receive a 25% discount on the standard rate for all live consultation sessions. This discount applies to weekday and weekend bookings alike; the weekend surcharge does not apply to subscribers. The discounted rate is confirmed in the offer email upon verification of a valid subscription ID.

Priority booking. Annual subscribers receive priority access to available session slots. A defined allocation of slots per scheduling period is held exclusively for annual subscribers before availability is extended to non-subscribers.

Complimentary written consultation. Each subscription period includes one complimentary written consultation at Deep Dive level (standard catalogue value €130). This benefit is available once per subscription period and must be claimed via the designated contact form together with a valid subscription ID. Requests may be submitted at any time following subscription; a confirmation of receipt is issued within 24 hours. Delivery is scheduled from day 15 of the subscription period onwards, subject to the subscription remaining active at that date. The standard Deep Dive delivery window applies from that point. Unused consultations do not carry over to a renewed subscription period. All performance, delivery, and SLA terms applicable to the Deep Dive plan under these Terms govern the gift consultation in full.

Subscription period. The subscription period runs for twelve months from the original purchase date as recorded by RevenueCat. A renewed subscription constitutes a new period with a fresh set of benefits.

Terms of Service clause – Email-consultation SLA & timing

Plan windows & delivery. Each purchase covers one consultation reply delivered within the plan's service window:

- **Compact:** within 4 business days after confirmed payment
- **Compact 24H:** within 24 hours after confirmed payment
- **Deep Dive:** within 4 business days after confirmed payment
- **Deep Dive 24H:** within 24 hours after confirmed payment
- **Deep Dive for Couples:** within 4 business days after confirmed payment
- **Consultation Complex:** within 4 business days after confirmed payment

For administrative purposes (payment, communication, SLA counting), “business day” means Monday to Friday, excluding public holidays in Baden-Württemberg (Germany). Consultation sessions may also be held on weekends by separate agreement. All times refer to CET/CEST (Berlin).

Start trigger. The delivery window starts when both conditions are met: (i) payment received, and (ii) minimum input for the chosen plan is received (Compact / Compact 24H: ideally at least 200 words; Deep Dive / Deep Dive 24H: ideally at least 500 words; Deep Dive for Couples: ideally at least 600 words; Consultation Complex: ideally at least 600 words, one topic, in one message). The minimum input must be in one message and topic-focused.

Insufficient input / clock pause. If the minimum input is missing, split across multiple unrelated topics, or unclear, the SLA clock does not start. We will request a short clarification/merge; the clock starts when the minimum input is complete.

One topic per booking. A booking covers one topic (coherent issue). New topics require a new booking.

Completion event. The service is completed when we send one consultation reply to the email address used for your inquiry within the plan window. Our sent-mail timestamp is decisive proof of completion. If delivery bounces, we will re-send to the same address once reachable; proper performance is the send to the address you provided.

SLA miss remedy (provider-caused). If we miss the plan window for reasons attributable to us:

- **24H plans** → automatic downgrade to the corresponding 4 business days plan + refund of the price difference;
- **4 business days plans** → 10 % goodwill refund of the plan price. This remedy is exclusive and does not apply where the delay results from missing/late client input, force majeure, or outages beyond our control.

Force majeure / outages. We may suspend the window for events beyond our reasonable control (e.g., widespread outages, illness). We will notify you and deliver at the soonest reasonable opportunity.

Edge-case clarifiers

- *Multiple emails from client about the same topic before we reply:* We consider the latest message that satisfies the minimum input as the start reference; prior messages are background only.
- *Two unrelated topics in one long email:* We'll ask to pick one for this booking; the other requires a new booking.
- *Client asks for "quick feedback" before delivery:* Not included; one booking = one reply.

Liability & Self-Responsibility

Contract type. PX services are rendered as services (Dienstvertrag, § 611 BGB). No specific outcome or result is owed. Our input consists of professional recommendations; decisions and actions remain the client's responsibility.

Client responsibility & suitability. The client participates on their own responsibility and confirms normal psychological resilience and fitness to take part. Psychological consultation is not psychotherapy or medical treatment and does not replace it. Where clinical or crisis issues arise, the client must seek appropriate medical/therapeutic help.

Reliance on client information. We deliver on the basis of the information and materials provided by the client. The client is responsible for their accuracy, completeness, and legality. We are not liable for disadvantages resulting from incomplete, inaccurate, or withheld information.

Limitation of liability. We are liable without limitation for intent and gross negligence, and for injury to life, body, or health. For simple negligence, we are liable only for breach of essential contractual duties (cardinal obligations)-i.e., duties whose fulfilment enables proper performance of the contract and on which the client regularly relies. In these cases, liability is limited to the foreseeable, typically occurring damage. Any further liability for simple negligence is excluded.

Without prejudice to the unlimited liability for intent, gross negligence, and injury to life, body, or health set out above: to the maximum extent permitted by applicable law, EPISTEMIST's total aggregate liability for any claim arising out of or in connection with this contract — including without limitation claims for emotional distress, pain and suffering, punitive or exemplary damages, or other consequential or indirect damages — shall not exceed the total fees paid by the client for the specific booking or subscription period giving rise to the claim.

No indirect or special losses. To the extent permitted by law, we are not liable for indirect damages, pure economic loss, lost profit, or consequential damages.

Digital delivery and communication. For email consultation and online sessions, the client is responsible for maintaining access to their chosen email address and the technical means to join sessions. Transmission risks outside our control (e.g., client-side filters, storage limits, or third-party outages) do not create liability; our proof of send (email) or session logs (live) are decisive evidence of performance.

Mandatory rights preserved. Statutory rights-particularly those under consumer law (including withdrawal where applicable) and non-waivable liability-remain unaffected.

Intellectual Property & Usage

Ownership. All consultation content we create — including written email replies, exercises, frameworks, slides, and session notes — remains the intellectual property of EPISTEMIST. Our pre-existing methods, templates, and know-how are fully reserved.

License to the client (private use). Upon full payment, we grant you a non-exclusive, non-transferable, worldwide license to use the delivered materials for your own private, non-commercial purposes without time limit. You may store, print for your own use, and consult them for personal development. Any publication, distribution, disclosure to the public, or commercial use (including posting online, in forums, or social media) requires our prior written consent.

What you may share privately. You may privately share extracts one-to-one with a trusted person directly involved in your personal wellbeing (e.g., physician, therapist, lawyer, or partner), provided that (i) sharing is strictly non-public, (ii) you share only what is necessary, and (iii) the recipient keeps it confidential.

No training, text-mining, or datasets. Our materials may not be used to train machine-learning models, build datasets, or for automated text- and data-mining without our prior written consent.

Recordings. Audio or video recordings are not permitted unless both parties agree in writing beforehand. If a recording is agreed, (i) the recording file remains our property unless otherwise agreed, (ii) we grant you a private, non-transferable playback right, and (iii) storage, access, and deletion timelines are defined in writing for that specific recording.

Client content – rights you grant us. You retain ownership of the information and materials you provide. You grant EPISTEMIST a limited, non-exclusive license to use your submitted content solely to deliver the consultation service (including review, analysis, and internal documentation). You warrant that you have the necessary rights to share such content with us.

Anonymity & testimonials. We do not publish your content or identity. Any testimonial, case study, or quote (even anonymized) will be used only with your explicit written consent.

Third-party materials. If we recommend or excerpt third-party works (e.g., book passages, articles), those remain the rights of their respective owners. Your use of such material is subject to the owner's terms and applicable law (e.g., fair use/quotation rights).

Remedies. Unauthorised publication or commercial use may entitle us to injunctive relief and damages under applicable law. We prefer amicable resolution first; please contact us if in doubt about a specific use.

Confidentiality & Data Security (summary). All information shared with EPISTEMIST in the course of consultation is treated as strictly confidential. We use your personal and case data solely to provide the agreed service and in accordance with our Privacy Policy. You may use a pseudonym and any valid email address. Unless you choose otherwise, communication takes place under that alias.

The full Privacy Policy applicable to Rest-of-World clients (including information on data processing, special categories of data, retention, and your GDPR rights) is provided to you together with these Terms and forms an integral part of these Terms by reference.

Client Cooperation & Scope of Consultation

Nature of consultation. PX provides psychological consultation, not psychotherapy or medical treatment. Consultation is an educational and developmental process that supports reflection, goal-clarity, behavioural training and change in everyday and professional contexts. It assumes psychological stability and self-responsibility. It does not diagnose, treat, or heal illnesses and cannot replace psychotherapy, medical care, or crisis intervention.

Client participation. Psychological consultation is a co-creative personal development process that requires active participation. The client remains responsible for applying insights, making decisions, and taking actions between and after sessions. Results depend on the client's commitment and honesty; specific outcomes or improvements are not guaranteed.

Information accuracy. Consultation is based on the information you provide. You confirm that all information is accurate, complete, and lawful to the best of your knowledge. We are not responsible for disadvantages arising from omitted or misleading information.

Readiness & boundaries. You agree to engage in self-reflection and to respect the non-therapeutic boundaries of consultation. If clinical or crisis issues arise (e.g., acute depression, self-harm tendencies, psychosis, or addiction), you will seek appropriate medical or psychotherapeutic help. We may pause or refuse consultation that exceeds the scope of our professional competence or raises ethical or safety concerns.

Relationship of equals. The consultation relationship is built on trust and equality. The coach acts as a facilitator and process guide; responsibility for decisions and change lies with the client.

Force Majeure & Outages

Force majeure. We are not liable for delay or non-performance caused by events beyond our reasonable control (force majeure), including but not limited to: widespread internet or cloud-provider outages; power failures; platform failures of videoconference tools; denial-of-service or other large-scale cyber incidents; epidemics/pandemics; governmental orders; strikes or lockouts not limited to our own business; fire, flood, severe weather, or other natural disasters. All times and deadlines are suspended for the duration of such events plus a reasonable restart period.

Provider-side outage (live sessions). If we cannot hold a live session due to provider-side failure or a widespread platform outage, we will (a) reschedule at no cost at the next feasible slot, or (b) if rescheduling is not possible, refund the session price. Client-side connectivity or device issues are not provider-side failures.

Provider-side outage (email consultation). If a provider-side outage prevents timely delivery within the plan window, the window is paused during the outage and resumes when service is restored. If restoration is not feasible within a reasonable time, we will either complete delivery as soon as reasonably possible or refund proportionately in line with the staged compensation rules.

Client-side issues. Client-side connectivity, device, spam-filtering, storage limits, or access restrictions to the client's chosen email address or meeting platform are not force majeure on our side and do not create a refund entitlement. We will re-send email deliveries to the same address once it is reachable; joining late due to client-side issues does not extend the booked slot.

Notice & mitigation. Each party shall notify the other without undue delay when reasonably aware of an event affecting performance and shall take reasonable steps to mitigate its effects (e.g., switching to an alternative videoconference platform, re-sending messages, or proposing substitute times).

Provider rescheduling & postponement. EPISTEMIST may reschedule confirmed sessions or delivery windows in justified cases, including illness, family emergencies, or other acute unforeseen events outside the provider's reasonable control. We will notify clients as early as reasonably possible and offer a substitute time slot within a reasonable period. If rescheduling is not feasible within fourteen days of the original date, clients may opt for a refund. Such rescheduling or postponement does not constitute a breach of contract.

Business-day & time-zone reference. For administrative purposes (payment, communication, SLA counting), "business day" means Monday to Friday, excluding public holidays in Baden-Württemberg (Germany). Consultation sessions may also be held on weekends by separate agreement. All times refer to CET/CEST (Berlin).

Contract language. This Rest-of-World Terms of Service is issued and concluded in English. English is the authoritative language of this document and of any contract formed under it; no German-language version of this specific document exists or governs.

Governing law. These Terms and any contract concluded under them are governed exclusively by the laws of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory consumer protection laws at the client's habitual residence remain unaffected.

Venue (jurisdiction).

For business clients (B2B), legal entities, or public-law bodies: the exclusive place of jurisdiction is the competent courts of Stuttgart, Germany.

For consumers residing outside the EU/EEA and Switzerland (including the United States, Canada, and the United Kingdom): the exclusive place of jurisdiction is the competent courts of Stuttgart, Germany. The client irrevocably submits to the jurisdiction of these courts and waives any objection on grounds of forum non conveniens. This does not affect mandatory consumer-protection provisions of the client's country of habitual residence that cannot be excluded by agreement under that country's law.

Class Action & Jury Trial Waiver (United States and Canada). If you are a resident of the United States or Canada: any dispute resolution proceedings will be conducted on an individual basis, not as part of a class, consolidated, or representative action, and you waive any right to a jury trial in connection with any dispute arising out of these Terms or the services provided.

Severability. If any provision of these Terms is or becomes invalid or unenforceable, the remaining provisions remain in effect. The invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the parties' intent. The same applies to any gaps.