# Terms & Conditions

Governing law: Federal Republic of Germany (BGB).

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## 1. Scope and Contracting Party

These Terms and Conditions apply to all services, offers and contracts provided by Robert Kosse, acting as a sole self-employed professional based in Berlin, Germany (hereinafter referred to as the “Provider”). The Provider may operate under a business or brand name; however, the contractual partner is always Robert Kosse. These Terms apply primarily to contracts with consumers (B2C). Provisions applicable exclusively to entrepreneurs (B2B) apply only where explicitly stated.

## 2. Services Offered

The Provider offers the following services, individually or in combination: marketing consulting and business strategy; positioning; coaching strictly in a marketing and business context; automation and AI-based systems; social media services; workshops, trainings, lectures and teaching activities (online and on-site); photo services (event-based, studio-based or project-based); and video services (including filming, editing and post-production). Unless explicitly agreed otherwise, the Provider owes services and deliverables as described in the offer, but no specific economic, marketing or business results (e.g., revenue, reach, conversions).

## 3. Contract Formation

A contract is concluded when an offer is accepted in writing (including email), payment is made, or services are commenced at the client’s request. Unless expressly agreed otherwise, the contractual relationship constitutes a service contract within the meaning of § 611 BGB. Where a specific deliverable and acceptance procedure is agreed (e.g., video deliverables, automation build), the corresponding acceptance rules in Section 6 apply.

## 4. Client Obligations and Cooperation

The client must provide all required information, materials and access credentials in a timely manner and ensure their legal permissibility. The client is responsible for the accuracy of all information provided and for ensuring that content (including images, music, fonts, trademarks, personal likenesses and other protected elements) may lawfully be used. Delays, additional costs or non-performance resulting from missing cooperation are borne by the client. The Provider may suspend services if required cooperation is not provided.

## 5. Scope, Changes and Revision Round

Unless otherwise agreed, one (1) feedback and revision round is included. Additional revisions, change requests or scope extensions (scope creep) constitute additional services and may be charged separately at the Provider’s then-current rates or as agreed. The Provider is not obliged to perform services outside the agreed scope without a written change order.

## 6. Delivery and Acceptance (incl. Acceptance by Silence)

Deliverables are deemed accepted if the client does not raise written objections within seven (7) calendar days after delivery. Objections must be specific and describe the issue in a comprehensible manner. If objections are raised in time, the Provider will remedy the issue within a reasonable period, limited to the agreed scope. Minor deviations customary in the industry, stylistic preferences, or subjective dislike do not constitute defects.

## 7. Fees, Payment and Late Payment

Fees are agreed individually. Unless otherwise agreed in writing: (a) project-based work is invoiced 50% upon contract conclusion and 50% upon delivery; (b) retainer agreements are invoiced monthly in advance. In the event of late payment, statutory rules apply (including default interest and collection costs). The Provider may suspend services until outstanding amounts are paid.

## 8. Retainers: Minimum Term and Termination

Retainer agreements have a minimum term of three (3) months. After the minimum term, termination is possible on a monthly basis with effect at the end of the month. Termination must be in text form (e.g., email). The right to extraordinary termination for good cause remains unaffected.

## 9. Right of Withdrawal (Consumers Only)

Consumers generally have a statutory right of withdrawal. If the client expressly requests that the Provider begins performing the service before expiry of the withdrawal period, the client may be required to pay for services provided up to the time of withdrawal. Where the client expressly acknowledges that the right of withdrawal expires upon full performance, the right of withdrawal expires accordingly. For digital content not supplied on a tangible medium, the withdrawal right expires once performance has begun after the client’s prior express consent and acknowledgment of the loss of the withdrawal right.

## 10. Liability

The Provider is liable only for intent and gross negligence. Liability for slight negligence exists only in the event of a breach of essential contractual obligations and is limited to foreseeable, typical damages. Liability for damages to life, body or health remains unaffected. The Provider is not liable for (i) marketing or business outcomes; (ii) platform changes, algorithm updates, account suspensions or policy enforcement; (iii) failures, outages or changes of third-party tools, software, APIs or hosting providers.

## 11. Third-Party Platforms and Accounts (Social, Ads, Tools)

The Provider may access and operate third-party accounts and tools (e.g., social media profiles, advertising accounts, automation platforms, AI services) on the client’s behalf. The client remains account holder and responsible for compliance with platform terms and applicable laws. The risk of account restrictions, suspensions, loss of access, or policy enforcement lies with the client. The Provider is not responsible for actions taken by platforms or for losses resulting from platform decisions.

## 12. Intellectual Property and Usage Rights

All concepts, methodologies, templates, frameworks, automation logic, training materials, presentations, documents, and other content created by the Provider remain protected by copyright and/or related rights. Upon full payment, the client receives a non-exclusive, non-transferable right to use the deliverables for their own business purposes. Redistribution, resale, sublicensing, publication or disclosure to third parties is prohibited unless expressly agreed in writing.

## 13. Photo and Video Services – Client Materials and Rights Clearance

For photo and video services, the client must ensure that any locations, persons, brands, music, artworks, and other protected elements may be recorded and used for the intended purposes. The client is responsible for obtaining releases and permissions unless otherwise agreed. If third-party claims arise due to client-provided materials or missing permissions, the client shall indemnify the Provider to the extent permitted by law.

## 14. Portfolio Use and References (Opt-Out)

Unless the client expressly objects in writing, the Provider may reference the collaboration and show non-sensitive results for portfolio and marketing purposes (e.g., website, social media, case studies). Where reasonable, the Provider will anonymize client-identifying details. The client may object at any time for the future.

## 15. Confidentiality

Both parties agree to treat confidential business information disclosed during the cooperation as confidential and not to disclose it to third parties. This obligation continues after termination of the contract.

## 16. Data Protection

Personal data is processed in accordance with applicable data protection laws, in particular the GDPR. Further details are provided in the Provider’s separate privacy policy.

## 17. Governing Law and Jurisdiction

These Terms are governed by the laws of the Federal Republic of Germany. For contracts with entrepreneurs (B2B), the place of jurisdiction is Berlin, Germany. For consumers, statutory jurisdiction applies.

## 18. Severability Clause

If any provision of these Terms is invalid or unenforceable, the remaining provisions remain unaffected.