

Translation from German

# Terms and Conditions (as of 27 January 2017) of

**Mag. Julia Felberbauer (Energy Sessions), small business, professional register number: 401/55098, Neufelderstraße 10b, 4030 Linz, Austria, tel. +43-(0)680-2005300, e-mail: [booksession@energysessions.at](mailto:booksession@energysessions.at)**

## 1 General provisions:

For all functional and personal names used in these conditions, the selected form is valid for both sexes.

The following conditions apply to all transactions with the company owner and are governed solely by these unless other written arrangements are made with the client. Other terms and conditions apply to the client only if they have been accepted in writing by the owner of the company. If individual agreements deviating from these conditions are made with the client, these do not affect the validity of the terms and conditions not affected by these individual agreements.

Insofar as any provisions of the Terms and Conditions are invalid or become invalid, they must be replaced on the basis of these terms and conditions and legal provisions by rules which correspond to the purpose of the contract. The validity of the remaining provisions shall not be affected.

Jurisdiction: Not precluding any compulsory provisions of the Austrian Consumer Protection Act, Neufelderstraße 10b, 4030 Linz is choice of jurisdiction for all disputes arising out of the existence and the dissolution of the agreement with the client. It is agreed that Austrian law applies.

## 2 Definition:

The type of service provided by the owner is energy work in remote sessions, and is done within the framework of the free trade „human energetics“ („Assistance to achieve a physical and energetic balance etc.“, see below) regulated by the Austrian Chamber of Commerce.

These terms and conditions apply to the owner of the company in the context of the free trade “Assistance to achieve a physical and energetic balance using the methods of Dr. Bach, using biofeedback or bioresonance, by selecting colors, by selection of fragrances, by selection of light sources, by selection of flavouring substances, by selection of gemstones, by means of selection of music, using kinesiological methods, by means of interpretation of the aura, by means of magnetic field application, through gentle touching of the body or targeted laying on of hands in certain parts of the body, by means of craniosacral balancing, by considering bioenergetic, geobiological, electrobiological, geomantic aspects, as well as aspects of building biology, by considering the effects of energetic geometry and light physics, using Feng Shui, Zen, Vastu and other habitat-related aspects of different eras and cultures, using numerology, using water search and radiesthetic studies with a rod, pendulum etc, by means of perception of energetic phenomena of space with and without the support of a device, through consideration of planetary constellations and lunar energy” according to the current version of the

“Methodenkatalog Humanenergetik” (index of methods in human energetics) by the trade association of commercial services.

According to the decision of the Association Committee of the General Association of the trade from 08 June 2006, the “Methodenkatalog Humanenergetik” (index of methods in human energetics) was first published as amended by the decision of the Association Chairman of the General Trade Association on 18 May 2007, and the company owner declares to provide assistance to achieve a physical and energetic balance within the meaning of this index.

The occupational profile of the company’s owner covers all activities in the description of human energetics as compiled by the General Trade Association of the Austrian Chamber of Commerce.

Depending on the method applied, the assistance is given in different steps and with a different emphasis of the steps listed:

- Survey of the energy state (case history)
- Survey of the presence of blockages, states of fullness or emptiness of energy flows, an overactive or underactive energy system
- Assessment of the collected states using energetic resources according to the index of methods in human energetics
- Application of energetic methods in the sense of the above-mentioned of methods in human energetics

### **3 Boundaries of the field of activity:**

The company’s owner expressly declares **not** to be entitled to exercise medical activities towards the client, and that no medical occupational fields are covered by her that, in accordance with legal requirements, are reserved for the medical professions, the psychotherapeutic professions, the physical therapy services, and activities reserved for the regulated trades such as life and social counseling (also: nutritional counseling), massage, cosmetics (beauty care); except if the business owner holds a separate professional qualifications and appropriate legal capacity and authority (business license) etc. for such activities.

Wherever the term „healing“ is used on this website ([www.energysessions.at](http://www.energysessions.at)) and in the documents and e-mails sent or provided by the owner, it refers to giving assistance to achieve a physical and energetic balance by means of energy work. It is **not** to be understood in a medical sense.

### **4 Type of service & conditions**

**The energetic assistance sessions with the Emotion Code method do not represent treatment that is restricted to being performed by physicians. The Emotion Code method only serves to harmonize, and possibly restore the energy fields. Please contact a doctor to get a medical diagnosis and medical treatment according to conventional medicine, and always consult a doctor in addition to energetic assistance. The effectiveness and success of energetic treatment is not scientifically proven or refuted for certain methods. Therefore, the owner cannot make promises about the success and effect of a session.**

**The consultation (or the equivalent correspondence) performed in connection with the method used is not a substitute for medical diagnosis and therapy, psychotherapeutic examination or treatment or any other necessary treatment**

**measures within the meaning of the other fields of activity reserved for professionals.**

The client declares that he/she makes use of the company owner's service voluntarily and agrees to provide all information in connection with the survey of his/her energetic state, on the one hand to inform the company owner that he/she is undergoing medical treatment in parallel, is pregnant or has other impairments that are relevant to the survey of his/her energy status.

**The client acknowledges that after an Emotion Code session, he/she may experience an intensification of emotional and/or physical symptoms (emotional ups and downs, emotional sensitivity, crying, difficulty sleeping, increased need for sleep, vivid dreams, when meeting regarding physical symptoms: worsening of symptoms) for a few days.**

**The company owner does not work with people with mental illness, people who are in an emotional crisis, as well as pregnant women, and reserves the right not to accept individuals as clients.**

If it is necessary for the method used, the client allows any necessary physical contact during the energy work session.

If the client is not yet an adult or is under guardianship, these terms and conditions are considered as acknowledged and agreed to by the person in care and custody of the client, or his/her trustee, if the energetic assistance was requested by those authorized persons.

The company owner agrees to keep confidential any assistance/session and the data given by the client and other personal information entrusted to her in the context of her professional practice.

## **5 Payment & right to withdraw from contract**

According to the European consumer rights directive (RL 2011/83/EU from November 22, 2011), the right to withdraw from a contract is limited to 14 days in the case of orders placed online. However, by booking a session and agreeing to these terms and conditions, the client confirms that he wants the session (or the first session, in the case of a multi-session pack) to be performed within the period of 14 days. Furthermore, as remote sessions are performed according to specifications provided by the client, they are excluded from the right to withdraw from contract.

The agreed cost of the assistance / sessions – insofar as no other agreement is made – is to be paid in advance. Orders are considered accepted only once the payment as well as an e-mail containing all information necessary to carry out the service have been received.

Payment is made via the website paypal.com (possible both with and without user registration), or via bank transfer. The service comprises a 20-minute session, including a written session report (sent by email) for \$ 43,00 (US-dollars) (\$ 99,00 for a three-session package, \$ 162,00 for a five-session package, 306,00 \$ for a ten-session package. All prices are subject to change. For current prices, please see [www.energysessions.at](http://www.energysessions.at)). The session is conducted within TWO days (= 48 hours) after receipt of the payment and the required information (and the written meeting summary will be shipped in the same time frame). No further costs are incurred. Due to the Austrian "Kleinunternehmerreglung" (small business regulation), no sales tax is incurred for the payer.

If the service is not rendered and delivered within two days (= 48 hours) (see e-mail transmission time of the session summary), the client may withdraw from contract and

upon request, the company owner will reimburse the client via paypal.com with the amount paid for the service.

## **6 Disclaimer**

**Indemnity claims and recourse claims by the client, of whatever kind, are excluded if the circumstances causing the loss were not caused by the company owner by intent or gross negligence.**

The owner's clients accept full responsibility for themselves at all times and use the owner's services at their own risk.

In view of the technical features of the internet, no guarantees can be made regarding the authenticity, accuracy and completeness of the information provided via this medium. Also, no guarantee is made for the availability or the operation of this website or its contents. Any liability for direct, indirect or other damages, regardless of cause, arising from the use or unavailability of the data and information of this website, is excluded to the extent permitted by Austrian law. The company owner is not responsible for the content of the pages to which this website and its subsites contain link, nor for any damage caused by the use of these sites for the client or his/her their technical equipment and data processing systems.

## **7 Data Protection Act:**

The client agrees that his/her name, address, revenue and billing information, payment and accounting data and bank details (or the data "name" provided by Paypal.com for payment, "shipping Address" , "e-mail") are stored in the data processing system of the company owner for purposes of the business transaction. Regarding the privacy practices of PayPal, the company's owner bears no responsibility and disclaims any liability for any data protection breaches committed by PayPal. (For information about the privacy policies of PayPal: [https://cms.paypal.com/us/cgi-bin/marketingweb?cmd=\\_render-content&content\\_ID=ua/Privacy\\_full&locale.x=en\\_US](https://cms.paypal.com/us/cgi-bin/marketingweb?cmd=_render-content&content_ID=ua/Privacy_full&locale.x=en_US)) Data transfers are provided only in accordance with the law and in monetary transactions. All other information is strictly confidential and, unless otherwise provided for by mandatory statutory provisions, will not be passed to any third parties.

## **8 Consent:**

**By booking an energetic treatment with the Emotion Code method with company owner Julia Felberbauer, you accept and agree to these terms and conditions.**