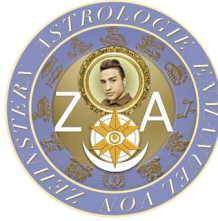




ZEHNSTERN ASTROLOGIE
ENMANUEL VON ZEHNSTERN
ASTROLOGIE AUF DEM HÖCHSTEN NIVEAU



§ ZSA GTC

General Terms and Conditions

Zehnstern Astrology

ENmanuel von Zehnstern

- Managing Director -

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Federal Republic of Germany
Liesenstr. 5a
10115 Berlin
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CHAPTER 1 – TERMS AND CONDITIONS GOVERNING CONSULTATION LIMITATIONS AND CUSTOMER CONDUCT

1.1 FORMATION OF CONTRACT, SUBSCRIPTIONS AND ACCEPTANCE OF TERMS

- (1) By booking a consultation, entering into a subscription (including, without limitation, any membership or newsletter subscription), registering on the website, submitting a completed order form, or submitting a contact form, the customer or user confirms that they have read, understood, and agree to be legally bound by these General Terms and Conditions (“Terms”) of Enmanuel von Zehnstern, trading as “Zehnstern Astrologie” (the “Provider”).
- (2) These Terms apply whether the service is provided for payment or free of charge and shall govern, in particular, memberships, newsletter subscriptions, user accounts, and all other services made available via the website.
- (3) Upon completion of any of the actions referred to in clause 1.1.1, these Terms shall form an integral and binding part of the contractual or user relationship between the customer and the Provider.

1.2 COMPLIANCE WITH TERMS AND SCOPE OF SERVICES

- (1) By booking a consultation, the customer agrees to comply with these Terms and to accept the agreed scope of services as defined in the booking confirmation or booking form. Any claim for services exceeding the expressly agreed scope of the booked consultation is excluded.
- (2) In the event of repeated disregard of these Terms, including (without limitation) unjustified or excessive additional demands beyond the agreed scope, the Provider reserves the right to terminate the provision of services with immediate effect. In such circumstances, no refund or reimbursement shall be due.

1.3 CUSTOMER CONDUCT AND TERMINATION OF COOPERATION

- (1) The Provider reserves the right to terminate cooperation with immediate effect and to refuse future services if the customer engages in behaviour which is aggressive, threatening, abusive, defamatory, offensive, or otherwise inappropriate in communications or during or following a consultation.
- (2) The Provider shall not be obliged to respond to communications that are disrespectful, defamatory, harassing, or otherwise in breach of reasonable standards of conduct.
- (3) In cases of repeated misconduct, the Provider may permanently terminate all contact. Reference is made to clauses 4.1, 4.2 and 14.2.

1.4 LIMITATION OF LIABILITY

- (1) The Provider’s liability is strictly limited to the contractual performance of the services expressly agreed in the booking form (see clauses 8.3 to 8.6). The Provider accepts no liability for decisions, actions, or omissions taken by the customer based upon the content of any consultation.
- (2) Claims exceeding the agreed scope of services are excluded.
- (3) The Provider shall not be liable for misunderstandings or subjective interpretations of the information provided. Further provisions regarding limitation of liability are set out in clauses 15.1 to 15.3.1.

CHAPTER 2 – APPOINTMENT BOOKINGS

2.1 PERMITTED BOOKING METHODS

- (1) Consultation appointments may be booked exclusively by one of the following methods:
 - a. via the online booking system in accordance with clause 2.2; or
 - b. via the order form procedure in accordance with clause 2.3.

(2) Only one booking method may be used per appointment. Where a booking is made via the order form, parallel booking via the online system is prohibited, and vice versa. Multiple, duplicate, or contradictory booking submissions shall render all related booking data void and without legal effect.

2.2 ONLINE APPOINTMENT BOOKING

- (1) The customer may book a consultation directly via the website by selecting the desired consultation type on the "Astrological Consultation" subpage and completing the booking process via the "Book Online" function in accordance with the on-screen instructions.
- (2) Upon completion of the online booking process, the customer shall receive an automatic confirmation by email. The customer independently selects the appointment time within the online booking system.

2.3 ORDER FORM BOOKING

- (1) Where the customer is unable or unwilling to use the online booking system, booking may alternatively be made via the order form, provided that this option is currently offered by the Provider.
- (2) The Provider does not guarantee the availability of the order form booking option at any given time.

2.3.1 PROCEDURE FOR ORDER FORM BOOKINGS

- (1) To initiate a booking, the customer must complete the order form in full and with accurate information via the "Order Form" function and submit it accordingly.
- (2) By submitting the form, the customer agrees to comply with the payment deadline specified therein.
- (3) Following receipt of the completed form, the customer shall receive payment instructions by email. Payment may be made via PayPal or bank transfer.
- (4) The appointment time shall be allocated by the Provider (see clause 2.4).

2.3.2 CONSEQUENCES OF NON-RESPONSE

- (1) Following receipt of the completed form, the Provider shall propose an appointment by email. The customer must confirm the proposed appointment or submit an alternative proposal within 24 hours of receipt.
- (2) If no response is received within this period, the booking request shall automatically lapse and become void, and no entitlement to consultation or appointment allocation shall arise.
- (3) In exceptional and justified circumstances, a new appointment may be arranged where payment was demonstrably initiated prior to expiry of the deadline.

2.3.3 CONSEQUENCES OF NON-PAYMENT

- (1) The customer shall pay the agreed fee within the payment deadline specified in clause 3.4.
- (2) The Provider may, in individual cases, require proof of payment no later than the third working day following submission of the order form.
- (3) Failure to make payment within the applicable deadline shall result in automatic cancellation of the appointment reservation. No entitlement to performance or alternative appointment shall arise.

2.3.4 INCORRECT OR INCOMPLETE INFORMATION

- (1) Where the submitted order form contains incomplete, inaccurate, or misleading information, the Provider reserves the right to reject the booking.
- (2) In such circumstances, the Provider shall be under no obligation to respond or to provide payment details.

2.4 APPOINTMENT AVAILABILITY FOR ORDER FORM BOOKINGS

- (1) For bookings made via the order form, only the time slots expressly listed in the form shall be available.

(2) Allocation of appointments outside the listed options shall be at the sole discretion of the Provider and shall only occur in exceptional circumstances.

2.5 PROHIBITED BOOKING METHODS

The reservation or booking of appointments via any other communication channel — including, without limitation, telephone, email, WhatsApp, postal mail, or verbal agreement — is expressly excluded. Such communications shall be deemed non-binding and shall not constitute a valid or legally effective booking.

CHAPTER 3 – § PAYMENT

3.1 DUE DATE OF PAYMENT AND ORDER OF CONSULTATIONS

- (1) Payment for the booked astrological consultation shall be made in advance. The full amount due must be received in cleared funds and without deduction in the bank account specified by the provider no later than the third working day following receipt of the order form. Compliance with the payment deadline shall be determined solely by actual receipt of cleared funds in the provider's account.
- (2) If payment is not received within the specified period, the customer shall be deemed to be in default without the need for any further notice. In such circumstances, the provider shall be entitled, at their sole discretion, to reschedule or cancel the agreed appointment.
- (3) An entitlement to the performance of the consultation shall arise only upon full receipt of payment. Until such time, the provider shall be under no obligation to perform the service.

3.2 PAYMENT VIA PAYPAL

- (1) Payment via PayPal shall be permitted for online bookings. Allocation of the appointment shall ordinarily take place shortly after receipt of payment confirmation.
- (2) The provisions and deadlines set out in § 3.1 shall apply mutatis mutandis to payments made via PayPal.

3.3 PAYMENT BY BANK TRANSFER

- (1) Where payment is made by bank transfer, the customer shall allow sufficient time for processing, as crediting of the provider's account shall depend on customary banking processing times.
- (2) An appointment shall be considered bindingly reserved only once the full amount due has been credited to the provider's account in cleared funds.
- (3) No services shall commence prior to full receipt of payment.

3.4 PAYMENT DEADLINE FOR ORDER FORM BOOKINGS

- (1) In respect of bookings made via the order form, whether payment is effected via PayPal or bank transfer, the full amount due must be received in the provider's account no later than 18:00 on the third working day following receipt of the booking confirmation.
- (2) Actual receipt of cleared funds shall be decisive.
- (3) Upon expiry of this deadline, the customer shall automatically be deemed to be in default without the need for further notice.
- (4) For the purposes of calculating the deadline, the day on which the order form is submitted shall not be included; the period shall commence on the first subsequent working day. Saturdays, Sundays and public holidays shall not be regarded as working days.
- (5) If payment is not received within the prescribed period, the agreed appointment shall be deemed cancelled without further notification.
- (6) Where payment has been initiated within the prescribed period but is credited late due solely to customary banking delays, the provider shall refund the amount received without undue delay.

CHAPTER 4 – § CONFIDENTIALITY OBLIGATION

4.1 CONFIDENTIALITY AND DISCRETION

- (1) The consultation shall be conducted in strict confidence and in accordance with applicable data protection legislation as set out in § 13.7 of these Terms and Conditions.
- (2) The consultation is designed as a confidential one-to-one communication between the provider and the customer. The customer undertakes to maintain confidentiality and not to disclose any content or information arising from the consultation to any third party without the prior written consent of the provider.
- (3) Should the customer wish additional persons to participate in or observe the consultation, whether actively or passively, the provider must be informed expressly in advance. The prior consent of the provider shall be required in all such cases.

4.2 BREACH OF CONFIDENTIALITY

- (1) Compliance with the confidentiality obligation constitutes an essential condition for a respectful and uninterrupted consultation process. In the event of any breach, including but not limited to disrespectful, offensive, or confidentiality-violating conduct, the provider reserves the right to terminate the consultation session with immediate effect.
- (2) In such circumstances, the service shall be deemed to have been rendered in full. Any entitlement to a full or partial refund or to a replacement appointment shall be excluded.
- (3) By making a booking, the customer acknowledges and agrees that they shall bear sole responsibility for any consequences arising from disruptions caused by them during the consultation. Any claims against the provider in this regard shall be excluded.

CHAPTER 5 – § ONLINE DATA SUBMISSION

5.1 ONLINE DATA TRANSMISSION FOR SINGLE APPOINTMENTS

- (1) When booking a single consultation, the customer shall provide all information required for the proper performance of the service fully, accurately and truthfully via the designated order form. Such information shall include, in particular:
 - a. a precise description of the matter;
 - b. date of birth;
 - c. place of birth (city and country); and
 - d. exact time of birth.
- (2) The customer shall be solely responsible for verifying the accuracy and completeness of the information submitted prior to finalising the booking.
- (3) Where the exact time of birth is unknown, the customer shall enter 12:00 (local time) as a substitute and shall separately notify the provider that the stated time is approximate.

5.2 DATA TRANSMISSION FOR SUBSCRIPTION BOOKINGS

- (1) Following the purchase of a subscription, the customer shall receive confirmation and further instructions regarding the subsequent procedure.
- (2) For the submission of birth data and any enquiry data required for the provision of the services, the provider shall supply an appropriate form, which must be completed fully, accurately and truthfully by the customer.

CHAPTER 6 – § DOCUMENT RELEASE AFTER THE CONSULTATION

6.1 PROVISION OF CONSULTATION DOCUMENTS AND RECORDINGS

- (1) Upon request, the customer shall receive supplementary documents within the scope of the consultation, including in particular the natal chart, current constellations and a transit aspect graphic, each provided in PDF format. In addition, a complete audio recording of the consultation shall be made available.
- (2) Such documents shall be transmitted following the consultation by means of a download link provided via the provider's Google Drive account. The link shall be sent to the customer by email.
- (3) Any waiver by the customer of receipt of the aforementioned documents shall not affect the agreed consultation fee.

6.2 TIME LIMIT FOR PROVISION OF UPDATED DOCUMENTS

- (1) New or updated consultation documents (including, without limitation, transit or constellation graphics) shall only be provided from the fifth calendar month following the date of the last consultation.
- (2) By way of example, if the last consultation took place in January, renewed provision shall occur no earlier than 1 May of the same calendar year.
- (3) Where a new booking is made prior to the expiry of this period, the customer shall receive the same documentation as provided in the previous consultation, unless material changes have occurred.

6.3 TECHNICAL PROVISION VIA GOOGLE DRIVE

- (1) All consultation documents and audio recordings shall be made available exclusively via the provider's Google Drive account.
- (2) The customer shall receive a time-limited access link enabling immediate viewing and downloading of the files.

6.4 STORAGE PERIOD AND DISCLAIMER OF LIABILITY FOR DATA LOSS

- (1) The files provided shall remain accessible to the customer for a maximum period of 24 hours from the dispatch of the access link. Upon expiry of this period, all personal consultation data shall be permanently deleted from the provider's Google Drive account for data protection purposes.
- (2) The customer shall be responsible for downloading the documents in full within this period and shall notify the provider within 24 hours of receipt of the access link that the download has been successfully completed.
- (3) Following expiry of the 24-hour period, the provider shall assume no liability for any loss of data or for any renewed provision of the documents.

6.5 LIMITATION OF TECHNICAL SUPPORT AND LIABILITY

- (1) The provider shall not be obliged to provide individual technical assistance in connection with the downloading of files.
- (2) The provider's obligation shall be limited exclusively to the timely provision of the documents in accordance with § 6.4. Upon expiry of the 24-hour period, any obligation to maintain availability of the data or to restore access shall cease.
- (3) By making a booking, the customer acknowledges and agrees that these provisions are binding and that no claims for renewed provision, technical support or rectification may be asserted beyond the specified period.

CHAPTER 7 – § CONSULTATION METHODS

7.1 TELEPHONE CONSULTATION

- (1) Where the customer's habitual residence is in Germany, the consultation shall be conducted orally by telephone. Where the customer resides outside Germany, the consultation shall be conducted exclusively via WhatsApp or Telegram.
- (2) Telephone consultations constitute distance contracts.

7.1.1 TELEPHONE CALLS FROM ABROAD

Telephone calls originating from abroad, including but not limited to Switzerland, Austria or other countries, shall not be permitted for reasons of cost security and the avoidance of roaming charges. Telephone consultations for customers who are resident or staying outside Germany shall therefore be provided exclusively via the applications specified in Clauses 7.2.1 and 7.2.2.

7.2 CONNECTION OPTIONS FOR CUSTOMERS OUTSIDE GERMANY

- (1) Customers residing outside Germany may receive consultations exclusively via WhatsApp or Telegram.
- (2) The customer must notify the provider prior to the consultation which of these applications will be used. Use of any other applications or communication platforms is excluded.

7.2.1 CONSULTATION VIA WHATSAPP

- (1) Consultations conducted via WhatsApp shall take place without the use of a webcam.
- (2) The provider's WhatsApp contact number is: +49 151 62694157.

7.2.2 CONSULTATION VIA TELEGRAM

- (1) Consultations conducted via Telegram shall take place without the use of a webcam.
- (2) The provider's Telegram username is: @Zehnastro.

7.3 WRITTEN STATEMENTS

- (1) Written statements or written horoscope analyses do not form part of the service "Das Große Rad" (oral consultation). Written reports are provided exclusively within the separately bookable services "Das Große Rad – written", "Written Natal Chart", and "Written Annual Horoscope", or may be added as a paid add-on to an oral consultation.
- (2) Written reports shall be prepared individually and exclusively for the customer upon request. Remuneration shall be determined by reference to the booked service or add-on and the time and effort required.
- (3) Owing to the volume of daily consultations, completion and provision of written reports cannot be guaranteed on the same day as the oral consultation. No entitlement to same-day delivery shall arise.

CHAPTER 8 – § DURATION, SCOPE AND FOCUS AREAS OF THE CONSULTATION

8.1 DURATION OF CONSULTATION AND CONDITIONAL BUFFER TIME

- (1) The duration of the consultation shall vary depending on the type of service booked and shall be specified during the booking process.
- (2) The provider may, at their sole discretion, grant a voluntary goodwill extension of up to a maximum of 15 minutes beyond the agreed consultation duration ("buffer time"). There shall be no legal entitlement to such extension.
- (3) Upon expiry of the agreed consultation duration, the provider shall be entitled to terminate the consultation without further extension.

8.2 EXTENSION OF CONSULTATION DURATION AND CONDITIONS

- (1) An extension of the agreed consultation duration shall be possible only where the customer expressly agrees to such extension and makes immediate payment of the additional fee in full via PayPal.
- (2) In the absence of immediate payment, no extension shall be granted. In such case, the customer must book a separate appointment.

8.2.1 REMUNERATION FOR EXTENSIONS

- (1) Any extension of the consultation shall be limited to a maximum of 60 minutes.
- (2) The following fees shall apply:
 - a. Extension by 30 minutes: EUR 50.00
 - b. Extension by 60 minutes: EUR 100.00

8.3 SCOPE OF CONSULTATION SERVICES

- (1) The precise scope of the consultation, including duration, content and any materials provided, shall be determined exclusively by the relevant booking form and the service description published on the booking page.
- (2) By submitting a booking, the customer confirms that they have read, understood and accepted these General Terms and Conditions.
- (3) Services exceeding the agreed scope, including but not limited to follow-up consultations or additional content, are not included in the booked service and shall require a separate paid agreement.

8.4 DETERMINATION AND PROCESSING OF FOCUS AREAS

- (1) The customer may specify thematic focus areas and particular questions within the booking form.
- (2) The preparation and performance of the consultation shall be based exclusively on the information submitted in the booking or order form.
- (3) Information or questions submitted subsequently (including, without limitation, by email) may be taken into account at the provider's discretion but without any obligation to do so.

8.5 NUMBER OF HOROSCOPES TO BE ANALYSED

- (1) Depending on the type of booking, analysis may be carried out for one, two or three persons. The decisive factor shall be solely the scope of services booked and confirmed at the time of contract formation.
- (2) The subsequent inclusion of additional persons or horoscopes during the consultation or in follow-up appointments shall be excluded unless expressly included in the original booking.
- (3) Notwithstanding paragraph (2), the provider may, at their discretion during the consultation, permit inclusion of an additional person as a paid add-on, provided that the customer makes immediate payment of EUR 20.00 via PayPal prior to commencement of substantive analysis. No entitlement shall arise without confirmed receipt of payment, and substantive analysis shall begin only thereafter.
- (4) The customer acknowledges and agrees that inclusion of additional persons pursuant to paragraph (3) may constitute an orientational, abbreviated and predominantly high-level short analysis only. A comprehensive or detailed evaluation (including, without limitation, a full life analysis, extensive transit or prognostic work, complete synastry evaluation or written report) shall not be owed unless expressly and separately agreed.
- (5) The provider shall be obliged only to analyse the number of horoscopes originally booked and confirmed. Any previous voluntary or goodwill-based inclusion of additional persons shall not give rise to any future entitlement.

- (6) The provider may refuse inclusion of additional persons for professional, temporal or organisational reasons, in particular where the remaining consultation time is insufficient for responsible analysis or where such inclusion would materially impair the quality of the consultation.

8.6 ASTROLOGICAL METHODS APPLIED

- (1) The provider shall apply exclusively the individually developed astrological techniques and methods of the provider.
- (2) Upon conclusion of the contract, the customer acknowledges and agrees that no alternative or supplementary astrological procedures shall be applied.
- (3) The astrological consultation is provided for the purposes of orientation and personal reflection in accordance with the selected method. No entitlement shall arise to the application of alternative approaches.

CHAPTER 9 – § CLASSIFICATION OF CONSULTATION TYPES

9.1 CATEGORISATION OF CONSULTATION TYPES

Subject to any special promotions or limited offers, consultation services shall be categorised either by reference to specific life themes or by reference to the prognostic scope of analysis.

9.2 FOCUS READING

- (1) Consultation services relating to specific thematic areas shall be offered as an independent service under the designation "Focus Reading" and must be booked separately. Within a Focus Reading, the customer shall select one topic from the areas of career, love, health, finances or timing and formulate a corresponding appropriate question.
- (2) A Focus Reading constitutes a distinct and self-contained service. Any expansion to additional themes or further questions shall require a separate agreement and separate booking.

9.3 CONSULTATIONS BASED ON PROGNOSTIC SCOPE

Consultation formats structured according to the temporal scope of astrological prognosis — including, without limitation, the Annual Horoscope — shall relate exclusively to a defined future time period. Such services shall include analysis of a defined number of themes relevant to the selected time span.

9.4 COMBINATION CONSULTATION ("THE GRAND WHEEL" / "DAS GROSSE RAD") FOR MULTIPLE THEMES

Where the customer wishes to address more than two themes within a single consultation session, the service "Das Große Rad" may be booked. This service shall include all available life themes at a flat-rate fee. The applicable prognostic time span shall be determined exclusively by the service description on the relevant offer page.

CHAPTER 10 – SPECIAL CONDITIONS FOR "THE GRAND WHEEL"

10.1 INCLUSION OF ADDITIONAL PERSONS – FEE STRUCTURE

- (1) The Client may include up to two additional persons in the consultation "The Grand Wheel", subject to payment of the applicable additional fee.
- (2) The applicable fee shall depend upon the number of persons participating; and the actual scope of services and time required for the selected variant.
- (3) The stated consultation duration shall include both preparation time and consultation time and shall be estimated as follows:

- (4) The Grand Wheel – 1 person: approximately 110 minutes (approx. 1 hour 50 minutes) – EUR 180
The Grand Wheel – 2 persons: approximately 135 minutes (approx. 2 hours 15 minutes) – EUR 270
The Grand Wheel – 3 persons: approximately 160 minutes (approx. 2 hours 40 minutes) – EUR 330
- (5) The fees displayed during the booking process shall be definitive and binding.

10.2 SCOPE OF SERVICES – INDIVIDUAL CONSULTATION

- (1) As set out in § 8.5, the booking “The Grand Wheel – 1 Person” shall entitle only the individual whose personal details (including name and birth data) have been duly entered in the booking form to receive the consultation.
- (2) Third parties shall be excluded from participation in the consultation, even where their details have been entered in optional fields (including, without limitation, “Focus Areas and Questions”). The Provider shall have no obligation to analyse or advise any third party not expressly included in the booking.
- (3) Notwithstanding the foregoing, the Provider may, at their sole discretion and subject to § 8.5, permit the inclusion of additional persons during the consultation as a chargeable supplementary service. There shall be no entitlement to such inclusion. Any inclusion shall be conditional upon immediate payment of the applicable additional fee and shall be limited to the remaining consultation time.

10.3 WRITTEN VERSION – AVAILABILITY AND SCOPE OF SERVICES

- (1) Where the Client books “The Grand Wheel – Written” (DGRS), the service shall include, in addition to the oral consultation, an individually prepared written astrological analysis.
- (2) The full scope of services shall include:
 - a. manual confirmation of appointment and administrative handling;
 - b. preparation of personalised astrological documentation;
 - c. in-depth analysis of birth data;
 - d. personal consultation session;
 - e. individually drafted written elaboration, including analysis, structured formulation, linguistic drafting and substantive review.
- (3) The written version shall not constitute an automated or standardised report. It shall be a personally prepared and manually drafted astrological analysis.
- (4) The total estimated time commitment (including preparation, analysis, consultation, drafting and post-processing) shall be as follows:
 - a. The Grand Wheel – Written, 1 person: approximately 310 minutes (approx. 5 hours 10 minutes)
 - b. The Grand Wheel – Written, 2 persons: approximately 515 minutes (approx. 8 hours 35 minutes)
 - c. The Grand Wheel – Written, 3 persons: approximately 720 minutes (approx. 12 hours)

10.3.1 LIMITATION OF THE WRITTEN ELABORATION (TWENTY-FOUR MONTH RULE)

- (1) A written elaboration shall be prepared for each individual only once within a period of twenty-four (24) months from the date of the last written “The Grand Wheel” consultation. Any further consultations within this period shall be conducted in oral form only.
- (2) In the case of multi-person bookings, a written elaboration shall be prepared solely for those individuals newly included in the current booking.

10.4 FEES FOR THE WRITTEN VERSION

- (1) The following fees shall apply to “The Grand Wheel – Written”:
 - a. The Grand Wheel – Written, 1 person: EUR 270
 - b. The Grand Wheel – Written, 2 persons: EUR 450
 - c. The Grand Wheel – Written, 3 persons: EUR 630

- (2) These fees reflect the substantially increased analytical, drafting and processing effort compared with the oral consultation.
- (3) Remuneration shall be determined according to the individual time commitment, analytical work and preparation required based on the number of persons included.
- (4) The fees displayed during the booking process shall be binding.

10.5 CONSULTATION DURATION AND BUFFER TIME

- (1) As provided in § 8.1, the consultation may, in individual cases, be extended by up to fifteen (15) minutes (buffer time) without additional charge.
- (2) Any extension beyond this period shall be subject to the provisions set out in §§ 8.2 and 8.2.1 GTC ZSA.

CHAPTER 11 – § PERSONAL CONSULTATION ON SITE

11.1 PERSONAL CONSULTATION AND PAYMENT MODALITIES ON SITE

- (1) A personal on-site consultation may be booked exclusively within the framework of the service "Das Große Rad". All other consultation formats exclude personal attendance.
- (2) Personal consultations shall take place in Berlin and must be paid in cash on site.
- (3) The contractual provisions governing mutual performance and place of performance shall apply accordingly.

11.2 TELEPHONE CONFIRMATION OF FACE-TO-FACE CONSULTATION

- (1) Where a face-to-face consultation has been booked, the appointment must be confirmed both in writing and by telephone.
- (2) Where the customer uses a foreign telephone number, telephone confirmation shall be effected via WhatsApp.
- (3) The provider shall contact the customer by telephone no later than the day preceding the appointment between 16:00 and 21:00.
- (4) In the absence of such telephone confirmation, the appointment shall be deemed not to have been concluded and shall not take place.

11.3 PUNCTUALITY

- (1) The customer undertakes to attend the agreed appointment punctually and to prepare accordingly.
- (2) In the event of delay exceeding 15 minutes, the appointment shall be deemed cancelled without entitlement to substitute performance or reimbursement.
- (3) This provision reflects the principle of mutual consideration and good faith in contractual performance.

11.4 PROOF OF IDENTITY

- (1) For security reasons, the customer and any persons participating in the consultation shall present valid photographic identification (identity card or passport) upon request.
- (2) Failure to provide satisfactory proof of identity shall entitle the provider to refuse performance of the consultation.

11.5 PAYMENT

- (1) The full agreed fee shall be paid in cash on site prior to commencement of the personal consultation.
- (2) The provider shall be entitled to withhold performance until payment has been received in full.

11.6 CONFIDENTIALITY OBLIGATION AND USE OF MOBILE DEVICES

- (1) The customer undertakes to switch off their mobile telephone prior to commencement of the consultation and to store it in a location designated by the provider for the duration of the session.

- (2) Photography, filming or audio recording within the provider's premises is strictly prohibited unless expressly authorised in advance.
- (3) This provision serves in particular to protect confidentiality, privacy and legitimate business interests.

11.7 PRESENCE OF THIRD PARTIES

- (1) Only the persons expressly included in the booking may participate in the consultation.
- (2) Third parties, children, minors and animals are excluded from participation and may not enter the premises.
- (3) This restriction serves to safeguard confidentiality and to ensure an uninterrupted consultation process.

CHAPTER 12 – § RESCHEDULING AND CANCELLATION OF APPOINTMENTS

12.1 RIGHT OF WITHDRAWAL AND IMMEDIATE COMMENCEMENT OF SERVICE

12.1.1 STATUTORY RIGHT OF WITHDRAWAL

Consumers entering into distance contracts shall generally be entitled to a statutory right of withdrawal within 14 days in accordance with applicable consumer protection legislation.

12.1.2 IMMEDIATE COMMENCEMENT OF PERFORMANCE

- (1) The astrological service consists of an individually personalised analysis, preparation of which commences immediately upon conclusion of the contract.
- (2) Following completion of the booking, evaluation of birth data, calculation of astrological constellations and individual preparation of the consultation begin without delay. Such commencement may be documented.

12.1.3 EARLY COMMENCEMENT OF PERFORMANCE

- (1) During the booking process, the customer expressly requests and consents to the provider commencing performance of the service prior to expiry of the statutory withdrawal period and to the immediate preparation of the personalised analysis upon conclusion of the contract.
- (2) During the booking process, the customer confirms by activating the designated checkboxes that:
 - "I acknowledge that the astrological analysis commences immediately upon conclusion of the contract and is prepared on an individualised basis."
 - "I expressly request that Zehnstern Astrologie (ENmanuel von Zehnstern) commence the individually personalised analysis prior to expiry of the statutory withdrawal period. I understand that my statutory right of withdrawal shall expire upon full performance of the service. In the event of withdrawal prior to full performance, I shall be liable to pay proportionate compensation for services rendered up to the date of withdrawal. The analysis begins immediately upon conclusion of the contract. These obligations shall also apply in the context of payment service provider disputes (including, without limitation, PayPal disputes)."
 - "I have taken note of the contractual provisions regarding appointment cancellation (§ 12.1.5 of the General Terms and Conditions) and agree that, in the event of cancellation outside the statutory withdrawal period, the following lump-sum cancellation charges shall apply: 20% of the agreed fee up to 7 days before the appointment, 50% where cancellation occurs 3–6 days before the appointment, and 100% where cancellation occurs less than 48 hours before the appointment. I acknowledge that I retain the right to demonstrate that no loss or a substantially lower loss has been incurred."
 - "I agree to the General Terms and Conditions of Zehnstern Astrologie and Enmanuel von Zehnstern. [View Terms and Conditions.](#)"

12.1.4 COMPENSATION UPON WITHDRAWAL AND EXPIRATION OF WITHDRAWAL RIGHT

- (1) The statutory right of withdrawal shall expire upon full performance of the service where early commencement has been expressly requested and acknowledged.
- (2) Where the customer withdraws after performance has commenced, including after the analysis and preparation phase has begun, the customer shall be liable to pay reasonable and proportionate compensation for services rendered up to the date of withdrawal.
- (3) The analysis and preparation phase constitutes an economically distinct component of the overall service and begins immediately upon conclusion of the contract.
- (4) Compensation shall be calculated proportionately in relation to the services performed compared with the total contractual scope.
- (5) The customer retains the right to demonstrate that no loss or significantly lower loss has been incurred.

12.1.5 APPOINTMENT CANCELLATION / CONTRACTUAL WITHDRAWAL

- (1) Independently of the statutory right of withdrawal, the customer may cancel an agreed appointment outside the withdrawal period in accordance with this clause.
- (2) In the event of cancellation, the provider shall be entitled to the following lump-sum compensation:
 - a. Up to 7 calendar days before the appointment: 20% of the agreed fee;
 - b. 3–6 calendar days before the appointment: 50% of the agreed fee;
 - c. Less than 48 hours before the appointment: 100% of the agreed fee.
- (3) These sums reflect administrative effort, binding time allocation and limited opportunity for short-notice reallocation.
- (4) The customer retains the right to demonstrate that no loss or substantially lower loss has been incurred.

12.1.6 EXPIRATION OF RIGHT OF WITHDRAWAL

The statutory right of withdrawal shall expire upon full performance of the service where the customer has expressly consented to early commencement and acknowledged the potential loss of the withdrawal right.

12.1.7 DISTINCTION FROM CONTRACTUAL CANCELLATION RULES

The contractual cancellation provisions shall apply exclusively to situations outside the statutory right of withdrawal or after its expiration.

12.2 REGULATION FOR UNFORESEEN ABSENCES AND GOODWILL CASES

- (1) Where an agreed appointment cannot be attended for demonstrably unavoidable reasons, an amicable solution may be considered upon request. Statutory withdrawal rights shall remain unaffected.
- (2) Outside the statutory withdrawal framework, the provider may, at their sole discretion, offer a substitute appointment or goodwill arrangement. No legal entitlement to such arrangement shall arise.
- (3) This provision applies exclusively to cases outside the statutory withdrawal framework.

12.3 FAILURE TO APPEAR / DEFAULT OF ACCEPTANCE

- (1) Where the customer fails to attend a bindingly agreed appointment without valid withdrawal or cancellation, the customer shall be deemed in default of acceptance.
- (2) If the customer fails to appear within 15 minutes of the agreed start time or fails to contact the provider within that period, the service shall be deemed duly offered.
- (3) In such circumstances, the provider's entitlement to the agreed remuneration shall remain unaffected. There shall be no obligation to reschedule the appointment.
- (4) The customer retains the right to demonstrate that no loss or substantially lower loss has been incurred.
- (5) Statutory withdrawal rights shall remain unaffected.

12.4 RESCHEDULING FOR UNPREVENTABLE REASONS

- (1) Where the customer is unable to attend due to demonstrably unavoidable reasons (including sudden illness, unforeseeable professional obligations or force majeure), one substitute appointment may be offered.
- (2) The customer must notify the provider without undue delay and provide appropriate evidence upon request.
- (3) No entitlement to reimbursement shall arise where performance has already commenced or where the provider was ready and willing to perform.
- (4) Any decision regarding rescheduling shall take into account the interests and availability of both parties.
- (5) Statutory withdrawal rights remain unaffected.

12.5 FORM AND DEADLINE

- (1) Withdrawal may be effected by any clear and unequivocal statement (including by email). No specific form shall be required.
- (2) For voluntary cancellations outside the statutory withdrawal period, written notification by email shall be required.

12.6 RESCHEDULING BY THE PROVIDER FOR PERSONAL REASONS

- (1) In exceptional cases, it may be necessary to reschedule a confirmed appointment for personal reasons. In such event, the provider shall propose a suitable alternative appointment without undue delay.
- (2) By making a booking, the customer agrees that the provider shall not be obliged to disclose the specific personal reasons for rescheduling.
- (3) Rescheduling shall not constitute cancellation. No entitlement to reimbursement of fees already paid shall arise.

12.7 TERMINATION OR CANCELLATION DUE TO EMOTIONAL STRAIN DURING CONSULTATION

- (1) The provider expressly clarifies that the astrological consultation does not constitute psychotherapeutic, psychological or medical treatment.
- (2) If, during the consultation, matters arise which, in the provider's reasonable assessment, are unsuitable for astrological consultation or emotionally unreasonable to continue, the provider reserves the right to:
 - a. terminate the consultation at any time;
 - b. cancel future bookings of the respective customer.
- (3) Where cancellation occurs prior to the agreed appointment, any fee paid shall be refunded in full.
- (4) Further provisions relating to cancellation are set out in § 15.3.1.

CHAPTER 13 – DATA PROTECTION, LIABILITY, USER RESPONSIBILITY AND COPYRIGHT

13.1 DATA PROTECTION OBLIGATION

- (1) The provider shall treat all personal data and information entrusted by the customer or other persons with the utmost care and shall not disclose such data to third parties except where legally permitted or required.
- (2) Further information regarding the processing of personal data is set out in the Legal Notice and Privacy Policy published on the website.
- (3) Processing of personal data shall be carried out in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any applicable national implementing legislation.

13.2 DISCLAIMER REGARDING DATA COLLECTION VIA WIX PLATFORM

- (1) Zehnstern Astrologie operates the website under the domain <https://www.zehnsternastrologie.com> and uses the technical infrastructure of Wix.com Ltd. ("Wix") for the provision of the website and the processing of bookings, registrations, contact forms and newsletter subscriptions.
- (2) To the extent that personal data are processed via the website, technical processing may be carried out in part by Wix as an external service provider pursuant to Article 28 GDPR under a data processing agreement.
- (3) Zehnstern Astrologie shall remain the data controller within the meaning of Article 4(7) GDPR.
- (4) External service providers shall be carefully selected and contractually bound to comply with applicable data protection laws.
- (5) To the fullest extent permitted by law, liability for damages arising exclusively from technical malfunctions, security vulnerabilities or circumstances within the direct sphere of responsibility of Wix or its subcontractors shall be excluded. This exclusion shall not apply in cases of wilful misconduct or gross negligence on the part of Zehnstern Astrologie, nor in the event of breach of essential contractual obligations.
- (6) The statutory rights of data subjects under applicable data protection legislation shall remain unaffected.

13.3 USER RESPONSIBILITY FOR PERSONAL DATA, USER ACCOUNT AND NEWSLETTER

- (1) The user shall be solely responsible for ensuring the accuracy, completeness and currency of any personal data provided.
- (2) The user shall bear full responsibility for access to and management of their user account.
- (3) Where technical functionality for independent data management is provided, the user shall make use of such functionality independently.
- (4) Subscription to the newsletter is voluntary. The user shall be responsible for managing subscription and communication preferences.
- (5) The provider shall not be liable where the user fails to unsubscribe or amend communication settings.
- (6) The rights of data subjects under applicable data protection legislation shall remain unaffected but may require active cooperation by the user.
- (7) To the extent permitted by law, the provider shall not be liable for consequences arising from the user's failure to manage personal data or account settings appropriately.

13.4 GOOGLE LINKING

- (1) Upon booking or submission of an order form, the customer may automatically be registered as a member via the Wix system.
- (2) As Wix permits integration with search engines, a connection between the customer's name and the website may appear in search engine results (including Google).

13.5 DELETION OF GOOGLE LINKING

- (1) If the customer does not wish such linking to occur, they may independently delete their profile.
- (2) The provider shall have no control over the timing or removal of search engine indexing once published by third-party search providers.

13.6 DISCLAIMER FOR DELETION OF MEMBERSHIPS

- (1) It shall be the responsibility of the user to delete their membership where desired.
- (2) To the extent permitted by law, claims relating to the deletion or continued existence of memberships shall be excluded.

13.7 CONFIDENTIALITY AND DATA PROTECTION

- (1) All information exchanged during the consultation shall be treated as confidential. The customer agrees not to publish, distribute or otherwise share consultation content without the provider's prior written consent.
- (2) Breaches of this obligation may result in legal consequences and exclusion from future consultations.

13.8 DISCLAIMER FOR EXTERNAL SERVICES

- (1) The provider shall not be liable for data loss, technical disruptions or service interruptions in connection with external services unless caused by wilful misconduct or gross negligence on the part of the provider.
- (2) The customer shall be responsible for independently securing and storing any downloaded content.

13.9 COPYRIGHT AND USAGE RESTRICTIONS

- (1) All content provided within the scope of the services, including but not limited to written analyses, graphics, recordings and documentation, shall remain the intellectual property of the provider and shall be protected by copyright law.
- (2) The customer shall receive a non-exclusive, non-transferable licence to use such content solely for private and personal purposes.
- (3) Any reproduction, distribution, publication or commercial exploitation without the provider's prior written consent is strictly prohibited.
- (4) Infringements may give rise to civil and, where applicable, criminal proceedings.

CHAPTER 14 – § CUSTOMER REVIEWS

14.1 YOUR GOOGLE REVIEW

- (1) The customer may leave a brief review of the consultation on Google.
- (2) The provider reserves the right to publish such review on the provider's website.

14.2 REVIEWS AND PUBLIC STATEMENTS

- (1) Negative reviews or public statements based on untrue factual assertions or deliberately intended to unjustifiably damage the provider's reputation may result in legal consequences.
- (2) The provider reserves the right to pursue legal remedies against defamatory or unlawful statements in accordance with applicable law, including claims for damages and injunctive relief.

14.2.1 BREACH OF TRUST, LEGAL ENFORCEMENT AND DATA PROCESSING

- (1) Where the customer materially breaches the relationship of trust or seeks to damage the provider's reputation through unlawful reviews or public statements (including, without limitation, untrue factual allegations or abusive criticism), the provider shall be entitled to terminate the contractual relationship for cause without notice and to suspend further services pending clarification.
- (2) For the purpose of establishing, exercising or defending legal claims, the provider shall be entitled to process personal data of the customer to the extent necessary and, where required, to disclose such data to legal advisers, courts, authorities or other bodies involved in legal enforcement proceedings. All confidentiality and data protection obligations shall remain in force. Processing shall be based on applicable civil, criminal and data protection legislation, including Article 6(1)(f) GDPR and, where applicable, Article 9(2)(f) GDPR.

CHAPTER 15 – § WARRANTY, FOLLOW-UP QUESTIONS AND DISTINCTION FROM PSYCHOLOGICAL THERAPY

15.1 WARRANTY AND DISCLAIMER OF LIABILITY

- (1) All statements, forecasts and guidance provided during the consultation are given to the best of the provider's knowledge and belief but without any warranty or guarantee. To the fullest extent permitted by law, liability for the accuracy, completeness or actual occurrence of predicted events is excluded. This applies in particular to astrological interpretations, which are based in part on subjective interpretation.
- (2) The content and information provided do not constitute instructions for action and are not suitable as the sole basis for economic, legal, medical or personal decisions. The customer shall remain solely responsible for the assessment and use of the information received.
- (3) Reference is made to § 1.4 (Limitation of Liability).
- (4) The consultation is provided in good faith and with professional care; however, no guarantee of specific results is given.
- (5) Astrological consultation is based on symbolic interpretative systems and serves personal orientation and reflection only. It does not constitute and shall not replace medical, psychological, psychotherapeutic or legal advice.

15.2 GUIDELINES FOR FOLLOW-UP QUESTIONS

- (1) During the booked consultation session, the customer may raise all relevant questions relating to the agreed consultation type. Subsequent clarification or answering of additional questions outside the agreed session period does not form part of the service.
- (2) Upon completion of the consultation session, there shall be no entitlement to additional information, follow-up responses or supplementary explanations. Where further questions arise, a new consultation appointment must be booked.
- (3) No warranty is assumed for any subsequent developments, results or insights arising from the consultation.

15.3 DISTINCTION FROM PSYCHOLOGICAL OR THERAPEUTIC ACTIVITY

- (1) The provider expressly states that he is not a licensed psychologist, psychotherapist or medical practitioner. The services offered are limited exclusively to astrological analyses and consultations as described in § 15.1(5).
- (2) If emotional distress, psychological crises or other serious personal difficulties become apparent during the consultation, the customer is advised to seek assistance from a suitably qualified medical, psychological or psychotherapeutic professional. Psychological or therapeutic treatment does not form part of the contractual relationship.

15.3.1 DISCLAIMER OF LIABILITY FOR EMOTIONAL DISTRESS DURING CONSULTATION

- (1) If, during the consultation, the discussion exceeds the scope of astrological services or becomes personally or professionally unreasonable for the provider to continue, the provider reserves the right to terminate the consultation with immediate effect.
- (2) In such circumstances, the customer shall be informed appropriately. To the extent permitted by law, claims for reimbursement or further compensation shall be excluded.
- (3) Both parties shall ensure that the consultation remains within a respectful and appropriate framework. Where topics prove emotionally burdensome or unsuitable for astrological consultation, early termination may occur.

CHAPTER 16 – § LEGAL PROVISIONS FOR THE PURCHASE OF A BLOG SUBSCRIPTION

16.1 CONDITIONS FOR PURCHASE AND USE OF THE BLOG SUBSCRIPTION

- (1) By purchasing a blog subscription, the customer agrees to these conditions.
- (2) These conditions must be reviewed carefully before completing the purchase.

16.2 SUBJECT MATTER OF CONTRACT, SCOPE OF SERVICES AND PAYMENT TERMS (WIX.COM PRICING PLAN / EUR 8.49 MONTHLY / 24 MONTHS / ENROLMENT FEE)

- (1) Upon conclusion of the blog subscription within a Wix.com pricing plan, the customer shall receive access to exclusive digital content — including articles, analyses and posts reserved for subscribers — for a fixed period of twenty-four (24) months from the date of purchase.
- (2) The monthly subscription fee shall be EUR 8.49. Payments shall be recurring and automatically collected in accordance with the selected Wix.com pricing plan.
- (3) In addition, a one-off enrolment fee of EUR 2.00 shall be payable upon conclusion of the contract.
- (4) The billing information, commencement date and payment processing terms displayed and confirmed during the Wix.com checkout process shall apply in addition to these Terms and Conditions.

16.3 NO RIGHT OF WITHDRAWAL / EXCLUSION OF REFUND

- (1) In accordance with Regulation 37 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the statutory right to cancel shall be lost in respect of digital content not supplied on a tangible medium where:
 - a. performance has begun;
 - b. the consumer has expressly consented to early commencement of performance; and
 - c. the consumer has acknowledged that the right to cancel will be lost.
- (2) By completing the subscription purchase, the customer expressly consents to immediate provision of digital content and acknowledges that the statutory right to cancel shall thereby be lost.
- (3) Refund of subscription fees, whether in whole or in part, shall not be available once performance has commenced, including where the content is not used or only partially used.

16.4 AUTOMATIC CONTRACT RENEWAL (MONTHLY)

- (1) Upon expiry of the initial contractual term, the subscription shall automatically renew for successive one (1) month periods at a price of EUR 8.49 per month unless terminated in accordance with § 16.5.
- (2) Automatic renewal ensures uninterrupted access to subscribed content.

16.5 TERMINATION

- (1) The subscription may be terminated at any time but must be cancelled no later than one (1) day before the end of the current billing period.
- (2) Termination may be effected in writing (including by email) or via the termination functionality within the Wix user account.
- (3) Where termination occurs in due time, the subscription shall end at the conclusion of the current billing period. Refund of amounts already paid shall not be made.

16.6 CONTACT AND SUPPORT

For questions regarding the subscription or termination, Enmanuel von Zehnstern may be contacted at:
info@zehnsternastrologie.com

16.7 TECHNICAL ISSUES

- (1) The provider shall not be responsible for technical malfunctions, system outages or access issues attributable to the Wix platform or its technical infrastructure.
- (2) As content hosting and technical management are carried out by Wix.com Ltd., customers must contact Wix support directly in the event of technical issues.
- (3) Wix support may be contacted at:
support@wix.com
or via <https://support.wix.com>
- (4) The provider does not have access to Wix system functions or user account management and therefore cannot provide individual technical assistance in relation to the Wix platform.

16.8 NOTICE REGARDING LOSS OF RIGHT TO CANCEL

By concluding the subscription, the customer expressly agrees that provision of digital content shall begin before expiry of the statutory cancellation period and acknowledges that the right to cancel is thereby lost.

**END OF SECTION:
TERMS AND CONDITIONS AND INFORMATION
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