

Terms and Conditions

(B2B – International Version)

The Groin Physio – Online Courses

Version 3.0 – April 2026

1. Provider

These Terms and Conditions govern all services provided by:

Stefan Podar
Liniengasse 53/2–4
1060 Vienna
Austria

Operating under the brand **The Groin Physio**.

These Terms apply to all online courses, digital content, webinars and in-person educational services provided by the Provider.

2. Business Customers Only (B2B)

All services are offered exclusively to business customers within the meaning of §1 Austrian Commercial Code (UGB).

Consumers are excluded from contracting.

By purchasing or booking a course, the user confirms acting within their professional or commercial activity.

Consumer protection laws (including the Austrian Consumer Protection Act – KSchG, the Distance and Off-Premises Contracts Act – FAGG, the EU Consumer Rights Directive or comparable international consumer laws) do not apply.

The Provider reserves the right to request proof of business status at any time.

3. Third-Party Service Providers

Certain services are delivered via third-party providers.

Payment processing

Stripe Technology Company Limited (STC) – Dublin, Ireland

CopeCart GmbH – Ufnaustraße 10, 10553 Berlin, Germany

Course hosting and delivery

Memberspot GmbH – Ludwigsburg, Germany

Email communication and marketing services

Brevo (Sendinblue GmbH / Sendinblue SAS), Paris, France

This includes communication via email, newsletters and contact form submissions.

Users agree to their respective terms and privacy policies.

The Provider is not liable for disruptions caused by third-party infrastructure.

4. Registration and Account Security

Access to online courses requires registration.

Users must:

- create secure login credentials
- keep access data confidential
- ensure their account is not used by unauthorized persons

Users are responsible for all activities carried out via their account.

Accounts may be suspended or deleted if these Terms are violated.

5. Scope of Services

Services may include:

- online learning modules
- downloadable materials
- video and audio content
- live webinars
- in-person workshops

Live sessions may be attended only **once per booking and from a single device**, unless otherwise specified.

Access duration (for example **100 days**) is defined on the course sales page and order confirmation.

The Provider reserves the right to:

- update course materials
- modify course content
- change formats
- remove outdated materials

6. Prohibited Activities

Users may not:

- access restricted IT systems
- disable security features
- reverse engineer or decompile course software
- use scraping tools, bots or automated systems
- record webinars
- copy course materials
- share login credentials

Users shall indemnify the Provider for damages arising from violations of these rules.

7. Fees and Payment

All services are subject to payment.

Payment must be completed **before access to the course is granted**.

If an event is cancelled by the Provider, liability is limited to **refund of the paid course fee only**.

The Provider is not liable for additional costs such as:

- travel expenses
- accommodation costs
- loss of income
- indirect damages

Payment Processing and Contracting Party

Payments are processed via different providers depending on the customer's location.

- For customers outside the United Kingdom, payments are processed via **Stripe Technology Company Limited (STC)**. In these cases, the contract is concluded directly with Stefan Podar (The Groin Physio).

- For customers located in the United Kingdom, payments are processed via **CopeCart GmbH (Ufnaustraße 10, 10553 Berlin, Germany)** as a reseller. In these cases, **CopeCart GmbH is the contractual partner**. CopeCart is responsible for billing, payment processing, VAT handling and refund processing.

For purchases made via CopeCart, the terms and conditions of CopeCart may apply in addition.

8. No Cancellation / No Refund Policy

As services are offered strictly **B2B**, statutory consumer withdrawal rights do not apply.

Access to digital course content is **non-cancellable and non-refundable once access has been granted**.

Participation in webinars or in-person events is also non-refundable unless the event is cancelled by the Provider.

For purchases made via CopeCart, refund requests must be directed to CopeCart GmbH. The refund policies of CopeCart may apply in addition to these Terms.

9. Intellectual Property

All course materials remain the **exclusive intellectual property of the Provider**.

Users receive a **non-exclusive, non-transferable, non-sublicensable license** for personal professional use only.

The following actions are prohibited:

- reproduction
- distribution
- commercial use
- creating derivative works
- embedding or framing
- sharing course materials with third parties

10. Content Protection and Anti-Piracy

The Provider employs technical and legal measures to protect course materials.

Users are strictly prohibited from:

- downloading, recording, screen-recording or otherwise capturing video or audio content
- redistributing course materials via websites, cloud services, social media or messaging platforms
- sharing access credentials with third parties
- making course materials publicly accessible in any form

The Provider may use **technical monitoring systems** to detect unauthorized distribution of course materials.

If unauthorized distribution is detected, the Provider reserves the right to:

- immediately terminate course access
- pursue legal action
- claim damages and legal costs

Unauthorized distribution of course materials may constitute **copyright infringement under Austrian and international law**.

10a. Single-User License

Course access is granted **to one individual participant only**.

Unless explicitly stated otherwise, the purchase of a course grants a **single-user license**. Access may not be shared with:

- colleagues
- clinics
- teams
- educational institutions
- groups of participants

Course content may not be shown in:

- group teaching sessions
- internal staff training
- conferences or workshops

without **prior written permission from the Provider**.

Organizations wishing to provide the course to multiple staff members must purchase **separate licenses for each participant** or contact the Provider for **institutional licensing options**.

Violation of this clause may result in:

- immediate termination of course access
- suspension of accounts
- legal action and claims for damages.

11. Platform Conduct

Users must not upload or distribute:

- malware or harmful software
- unlawful content
- defamatory statements
- discriminatory material
- content infringing third-party rights

Users indemnify the Provider against third-party claims arising from such actions.

12. Technical Requirements

Courses are delivered via cloud-based platforms.

Users are responsible for ensuring:

- suitable hardware
- compatible software
- stable internet access

The Provider is not liable for technical issues outside its control.

13. Professional and Clinical Responsibility Disclaimer

All course content provided by **The Groin Physio** is intended for **professional education and training purposes only**.

The Provider does **not provide medical advice, diagnosis, or treatment recommendations** for specific patients.

All techniques, concepts, and frameworks presented in the course must be applied using the participant's **own professional judgment** and in accordance with the professional regulations and clinical guidelines applicable in their jurisdiction.

Participants remain **fully responsible for all clinical decisions, patient care, and treatment outcomes** resulting from the application of course material.

The Provider accepts **no liability for clinical outcomes, patient injury, or professional decisions made by participants** based on course content.

The Provider does **not guarantee specific clinical results or patient outcomes** from participation in the course.

14. Liability

The Provider is liable only for **intentional misconduct or gross negligence**, except where mandatory statutory law provides otherwise.

Liability for indirect, incidental, consequential, punitive or special damages is excluded.

Total liability is limited to the **amount of the course fee paid**.

Users indemnify the Provider against claims arising from misuse or professional application of course content.

15. Termination

Users may terminate their account at any time.

The Provider may terminate access in case of violations of these Terms.

Upon termination:

- access rights cease immediately
- already consumed services remain non-refundable

Intellectual property and liability provisions remain in force.

16. Governing Law

This Agreement is governed exclusively by **Austrian law**.

Conflict-of-law rules and the **United Nations Convention on Contracts for the International Sale of Goods (CISG)** are excluded.

17. Jurisdiction

If the user is based within the **EU or Switzerland**, exclusive jurisdiction is **Vienna, Austria**.

If the user is based **outside the EU or Switzerland**, disputes shall be resolved under the **Rules of Arbitration of the International Chamber of Commerce (ICC)**.

Seat of arbitration: Vienna, Austria

Language of proceedings: English

The Provider may seek injunctive relief in any competent court worldwide.

18. Severability

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