

Terms and Conditions

Framework Agreement

1. Scope

The Terms and Conditions of the Framework Agreement govern the business relationship between:

Anja Dittmeier, M.A., PCC, Heilpraktikerin für Psychotherapie

kAleidoscope – Coaching & Counseling

Praxis: Hohenzollernstraße 12

14163 Berlin-Zehlendorf

and the client as a service or treatment contract within the meaning of Sections 611 et seq. of the German Civil Code (BGB), unless otherwise agreed in writing between the contracting parties.

The contract is concluded when the client accepts the written offer—or, alternatively, these Terms and Conditions—by signing it (either physically or via digital signature using YouSign), or by marking it as accepted when booking an appointment.

The offer may pertain to psychotherapy, coaching, counseling/couples counseling, international counseling, and/or any combination thereof.

An initial consultation, preliminary discussion, or intake interview has already taken place. This can be conducted in person (on-site) or by phone or Zoom, and can be scheduled directly or via online booking through the website (eTermin).

Follow-up and regular appointments (after signing the framework agreement) can also take place in person (on-site) or via phone or Zoom and can be scheduled directly or through online booking via the website (eTermin).

Paid online appointment booking constitutes a binding offer pursuant to § 145 BGB, which is accepted upon receipt of the booking confirmation via email. Only then is the individual appointment bindingly confirmed. The user expressly consents to the use of the software, cloud services, and other technology employed, and above all to their respective terms and conditions, which, in case of doubt, have been read and approved separately. The languages available for the conclusion of the contract are German and English. The German language takes precedence in the event of any differences in wording.

2. Professional Qualifications and Standards

Ms. Dittmeier is an experienced expert and holds the following degrees, diplomas, and certificates (this list is not exhaustive):

- Master of Arts (M.A.), Technical University of Darmstadt
- License to practice as a Health Practitioner for Psychotherapy pursuant to §1(1) HPG, issued by the Tempelhof-Schöneberg District Office of Berlin
- Certification in Attachment-Based Counseling and Attachment Psychotherapy (BPT), Karl Heinz Brisch, M.D., LMU Munich
- Certified as a Professional Certified Coach (PCC), International Coaching Federation (ICF)
- Certified as a Professional Coach, TCT, Silvia Becker-Hill, Rochester Hills, Michigan, USA

- Certified as a Palo Alto Coaching Technique Master, Silvia Kurpanek, Palo Alto Institute for Systemic Coaching, Palo Alto, California, USA
- Certified as an Optimize Coach, OPTIMIZE Enterprises, Brian Johnson & Michael Balchan, Los Angeles, California, USA
- Certified as a SAFE® Mentor, Karl Heinz Brisch, M.D., LMU Munich
- Certified as a Cross-Cultural Trainer, Anne Copeland, The Interchange Institute, Brookline, Massachusetts, USA
- Clinical Training in Couples Therapy – Imago Couples and Relationship Therapy, Marcia Ferstenfeld, Southfield, Michigan, USA
- Advanced Training in Trauma Therapy – Integrative Trauma Therapy (primary method: Brainspotting, David Grand), Alexander Reich, Academy for Integrative Trauma Therapy, Berlin
- Advanced Training in Couples Therapy – Trauma-Sensitive Couples Work, Methods for Therapeutic Practice, PD Dr. Katharina Klees, Academy for Integrative Trauma Therapy, Berlin
- Advanced Training in Trauma Therapy – Comprehensive Resource Model (CRM), Gordon Barclay, MRCPsych, CRM Trainer, Berlin
- The Wholeness Work®, Dr. Connirae Andreas, European Association for The Wholeness Work®, Stuttgart

As a coach, counselor, and health practitioner for psychotherapy, Ms. Dittmeier applies her knowledge and skills in the fields of coaching, counseling, and psychotherapy in a context-specific manner. Before beginning their work together, she informs and advises her clients on her approach. The client is free to decide which methods to apply. If the client is unable or unwilling to make a decision, Ms. Dittmeier will apply the methods that correspond to the client's inferred wishes. If the client objects to the use of a specific method, this must be communicated before the method is applied.

The client actively participates in their process of change. Therefore, it may be important for this process that Ms. Dittmeier provides certain guidance and impulses to support it. The client supports their process of change by implementing these. Any difficulties in doing so must be reported promptly. The following services may be the subject of the service contract (this list is not exhaustive):

- Psychotherapy
- Individual coaching
- Individual counseling
- Couples counseling
- Coaching program
- Retreats
- Online courses

All offers on the website are non-binding and do not constitute a legally binding offer to enter into a contract.

2.1. International Coach Federation

As an ICF-certified coach, Ms. Dittmeier is required to work in accordance with the guidelines and core competencies of the ICF (International Coach Federation, the world's largest professional umbrella organization for coaches). These guidelines and competencies are therefore incorporated into these Terms and Conditions.

For additional certifications within the ICF, the ICF also maintains guidelines for the verification of coaching sessions conducted. This verification process includes your consent as the coachee to the confidential disclosure of your contact information

(name, duration of coaching, email address) to the ICF. The content of the coaching sessions will not be disclosed to third parties at any time. By signing or accepting these Terms and Conditions, you agree to this. This also applies to coaching sessions that took place prior to the signing of these Terms and Conditions.

3. Psychotherapy as the Practice of Medicine

Psychotherapy as the practice of medicine is conducted in accordance with §1 HPG (Heilpraktikergesetz) for the treatment of psychological stress or distress of a pathological nature that does not require psychiatric and/or inpatient treatment. It takes the form of individual therapy. Family members may be involved on an ad hoc basis.

All other services offered are expressly not the practice of medicine within the meaning of §1 HPG.

As a health practitioner for psychotherapy, Ms. Dittmeier does not issue medical certificates for sick leave. No medications, remedies, or substances are prescribed. No promises of success or cure are made. Any ongoing medical and/or psychiatric treatments must not be interrupted or discontinued. They must, however, be disclosed to Ms. Dittmeier without being asked, to the extent that they are relevant to the work together.

Working together is not a substitute for a medical examination. Should you experience symptoms that may indicate an illness, you must consult a doctor independently. You must also inform Ms. Dittmeier of any health changes during the course of your work together, even without being asked. This includes the use of psychiatric medications.

During the course of psychotherapeutic treatment, so-called healing crises may occur, which can be accompanied by a heightened awareness of emotions. This is normal and sometimes unavoidable during the treatment process. If you have any concerns or questions, please contact Ms. Dittmeier promptly.

4. Coaching

Coaching is an individualized, process-oriented form of support designed to foster, promote, and develop individual clients. The coaching process is a free, active, and self-directed process in which specific outcomes cannot be guaranteed. The coach's role is that of a facilitator, process guide, and trainer for change processes. The actual work of change is carried out by the client on their own initiative and responsibility.

5. Scope of Services

An individual session for psychotherapy, coaching, or counseling typically lasts 60 minutes. A session for couples may last 90 or 120 minutes. When booking an appointment online, the client may choose the session length that seems appropriate. In general, all sessions can also take place online, depending on the issue being addressed. The service or treatment contract is concluded for an indefinite period. The client receives services over the course of multiple sessions.

Sessions take place virtually via Zoom (Zoom Pro account, end-to-end encrypted, GDPR-compliant settings with data stored on servers in the EU / EU Data Center) or in person at Hohenzollernstraße 12, 14163 Berlin-Zehlendorf.

The service or treatment contract is concluded for an indefinite period because, in a therapeutic and change process, each person's inner-psychological constitution varies and it cannot be predicted at what point a personal goal will be achieved. Termination is therefore possible at any time. In any case, payment is always due for services already rendered.

6. Duty of Confidentiality, Data Collection (GDPR)

Psychotherapy sessions are subject to professional secrecy (Schweigepflicht). All other services are treated with absolute confidentiality. The disclosure of information to insurance providers, physicians, family members, or other individuals requires a written waiver of professional secrecy or confidentiality. A separate form titled "Waiver of Professional Secrecy/Confidentiality" is available for this purpose.

In exceptional cases, confidentiality may be breached in accordance with legal, compliance, and ethical requirements, e.g., to prevent potential harm to individuals, the client, or society in general.

In accordance with the EU General Data Protection Regulation (GDPR), Ms. Dittmeier is obligated to collect, store, and use personal data only to the permitted extent and to destroy all documents or notes within the applicable timeframe upon completion of the work.

Video conferences may entail potential risks with respect to professional secrecy and confidentiality. Therefore, the following additionally applies: Professional secrecy and confidentiality also extend to video conferences. No one will record the session without express written permission. All parties agree to the use of the video conferencing platform selected for virtual sessions: Zoom (Zoom Pro Account, end-to-end encrypted, GDPR-compliant settings with data stored on servers in the EU / EU Data Center). This requires a download to the (mobile) device.

For online appointments, the client agrees to turn on the webcam or use a smartphone. The client ensures that during the session they are in a quiet, private, undisturbed space free from distractions (including mobile phones or other devices), use a secure internet connection, and do not use public or free Wi-Fi.

7. Client Responsibility

The client agrees to attend every scheduled session. All decisions and actions resulting from the work together are the client's sole responsibility, as are the topic and goal of each session.

The client confirms that they are in a normal physical and mental condition. They are of legal age and are not under the influence of any consciousness-altering medications. For online services, the client is personally responsible, at their own expense and risk, for providing and ensuring internet access (hardware, telecommunications connections, etc.) and the other technical equipment and software necessary to use online services. Individual arrangements are, of course, possible.

The following also applies to all online services:

In acute emergency situations, in the event of acute suicidal thoughts, or during psychotic episodes, the client must immediately seek psychiatric help from a medical emergency service by calling 112 or 116-117 within Germany. Outside of Germany, please obtain the contact information for local medical emergency services in advance.

8. Cancellation and Rescheduling of Sessions

If a session needs to be canceled or rescheduled, this can be done free of charge at least 24 hours in advance. After that, the full fee for the session will be invoiced (via email through FastBill).

Rescheduling or cancellation of an appointment can be done either independently by the client via the appointment booking tool (eTermin), or by sending an email to Ms. Dittmeier within the timeframe specified above. The decisive factor is the time at which the email is

received by Ms. Dittmeier. This applies similarly to the individual coaching program; in the event of a late cancellation or rescheduling, the corresponding session will be deducted from the session quota of the coaching program.

If less than half of the coaching program has been completed, half the total fee is due; if more than half has been completed, the full fee is due and no refund will be issued. This applies equally to installment payment options.

A session is also considered canceled and will be invoiced if the client has not appeared within 15 minutes of the agreed start time.

In the event of cancellation by Ms. Dittmeier, an alternative appointment will be offered in all cases. Exceptions may be made by individual agreement. This provision applies *mutatis mutandis* to the coaching program.

9. Termination / Cancellation / Withdrawal

Either party has the right to suspend or terminate the collaboration at any time. In the event of disagreements, both parties must first seek resolution through mutual discussion. Termination by the client must be communicated in writing, either by email or letter. Services rendered up to that point will be invoiced. Withdrawal from already-rendered services is excluded.

Regarding payment for booked appointments: the contract, which is concluded for an indefinite period, may be terminated by either party with one week's notice, in the manner described above. In any case, Ms. Dittmeier is entitled to terminate the contract without giving reasons if the necessary relationship of trust has been irreparably damaged, if she cannot or is not permitted to continue working due to her area of specialization or for legal reasons, or if there are grounds that would place her in a conflict of conscience. In such a case, the fee claim for services rendered up to the date of termination remains valid.

10. Fees and Payment Terms

The fee for a session is based on the prices listed in the [booking tool](#).

Invoices may be issued in writing after each session, after several sessions, or after the entire process, as agreed in advance. The invoice amount is due immediately upon receipt. Invoices are sent via the FastBill accounting software. In exceptional cases where the client submits content-related inquiries via email or telephone, these will be billed according to the time required to respond. Simple scheduling arrangements are not included in this calculation.

11. Liability

Ms. Dittmeier is liable only for intentional acts and gross negligence, and only up to the amount invoiced. In particular, she is not liable for changes, losses, accidents, or damage to persons or property caused by others or third parties. Piercing of the corporate veil is expressly excluded. The client participates at their own risk and shall not assert any claims arising from intended or unintended consequences. The client is liable to others or third parties for any damage they culpably cause.

Data communication via the internet cannot be guaranteed to be error-free and/or continuously available given the current state of technology. Ms. Dittmeier is not liable for the constant and uninterrupted availability of online services.

12. Right of Withdrawal as a Consumer

If the client has entered into this contract online as a consumer, they have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period is 14 days from the date the contract was concluded.

To exercise the right of withdrawal, the client must notify Ms. Dittmeier in writing by means of a clear declaration, e.g., via a letter sent by post or by email. To meet the withdrawal deadline, it is sufficient for the client to send the notification of withdrawal before the withdrawal period expires.

If the client has requested that work begin during the withdrawal period, they must pay an amount corresponding to the value of services already rendered up to that point. The right of withdrawal expires before the end of the withdrawal period if, with the client's express consent, the performance of services has commenced and has been fully rendered before the withdrawal period expires.

13. Copyright

The copyright, rights of use, and exploitation rights to the documents and teaching materials provided to the client are and remain the property of Ms. Dittmeier. In particular, the client shall not disclose the documents to third parties, nor reproduce or publish them. Unauthorized use may result in criminal prosecution and claims for damages.

Materials and information may be provided for the purpose of supporting the process of change or healing (such as communication models, mediation techniques, breathing techniques, tapping techniques, etc.). These materials or information are intended exclusively for personal and private use. No separate costs are incurred. However, this information and these materials may not be shared, distributed, or used commercially at any time. The intellectual property rights to these materials or information belong either to third parties, who will be explicitly named, or to Ms. Dittmeier. This provision applies mutatis mutandis to materials for which digital access is granted.

14. Place of Performance, Statute of Limitations

The place of performance and fulfillment is where the service is provided. For online and telephone services, it is Ms. Dittmeier's office address. Unless otherwise provided by law, all claims arising from the contract shall be subject to a limitation period of no later than 12 months after termination. All parties are then entitled, unless otherwise provided by law or tax law, to destroy the documents received.

15. Data Protection

Personal data collected during registration is stored and processed electronically. The collected data is used exclusively for internal business purposes (e.g., transmission of information) and is not disclosed to third parties. Ms. Dittmeier is the responsible party for data collection.

Data is collected for the purposes of contract performance, establishing contact, and other administrative purposes. It is processed on the basis of Article 6(1)(f) GDPR. The legitimate interest arises from the purposes of data collection listed above. Under no circumstances is the collected data used to draw conclusions about the individual. After collection, data is stored only for as long as is necessary in compliance with pre-contractual, contractual, and statutory retention periods.

Where consent has been given for the processing of data, such consent may be withdrawn at any time with future effect. The lawfulness of data processing carried out on the basis of

consent prior to its withdrawal remains unaffected. The client consents to being identified by name.

The client has the right pursuant to Art. 15 GDPR to request information regarding the personal data being processed. This includes information on the purposes of processing, the categories of personal data, the categories of recipients to whom data has been or will be disclosed, the planned storage period, the existence of rights to rectification, erasure, restriction of processing or objection, the right to lodge a complaint, and the origin of the data. In particular, the client is entitled:

- pursuant to Art. 16 GDPR, to request the immediate rectification of inaccurate personal data or the completion of incomplete personal data;
- pursuant to Art. 17 GDPR, to request the erasure of stored personal data, unless processing is necessary for the exercise of the right to freedom of expression and information, to fulfill a legal obligation, for reasons of public interest, or to assert, exercise, or defend legal claims;
- pursuant to Art. 18 GDPR, to request the restriction of processing, where the accuracy of the data is contested, the processing is unlawful but erasure is refused, or the data is no longer needed;
- pursuant to Art. 20 GDPR, to receive their personal data in a structured, commonly used, and machine-readable format, or to request its transmission to another controller;
- pursuant to Art. 7(3) GDPR, to withdraw consent at any time with future effect; and
- pursuant to Art. 77 GDPR, to lodge a complaint with a supervisory authority. Any withdrawal of consent must be addressed to Ms. Dittmeier.

16. Final Provisions

Any amendments or supplementary agreements must be made in writing.

Should any of these terms and conditions prove to be unlawful, invalid, or unenforceable under the law of a particular state or country in which they are intended to apply, that provision shall be deemed deleted from this agreement to the extent that it is unlawful, invalid, or unenforceable. The remaining terms and conditions shall remain in full force and effect, including any necessary amendments. German law applies. The place of jurisdiction is the Regional Court of Berlin, Germany.

The contract is concluded when the client either accepts a written offer by signing it (physically or via digital signature with YouSign) or marks these Terms and Conditions as accepted when booking an appointment (by checking the box during the booking process).

Effective: July 2026

Anja Dittmeier
kAleidoscope – Coaching & Counseling
Hohenzollernstraße 12, 14163 Berlin-Zehlendorf
contact@kaleidoscope-berlin.com

Appendix: Right of Withdrawal

I/we (*) hereby withdraw from the contract I/we (*) entered into regarding the booking of:
(description of service/booking to which the withdrawal applies) _____

Booked on: ____ / ____ / _____

Booking confirmation email received on: ____ / ____ / _____

Name of the consumer(s): _____

Address of the consumer(s): _____

Bank account details for refund: _____

Signature of the consumer(s) (only required for written/paper notification):

Date: ____ / ____ / _____