

General Terms and Conditions of Adventure-Worldwide

1. General and Scope

1.1 The following General Terms and Conditions (GTC) govern all contractual relationships between Adventure-Worldwide, owner Claudia Manon Schwarz, Encarnación, Paraguay (hereinafter “Contractor”) and its clients (hereinafter “Client”).

1.2 Adventure-Worldwide provides various services for consumers (B2C) and businesses (B2B). These include, in particular:

- Creation, design, and maintenance of websites for companies and private clients (weddings, pet websites).
- Online coaching, particularly emigration coaching.
- Provision and sale of digital products (e-books, online courses).
- Organization and implementation of introductory trips to Paraguay.
- Operation of a travel and information blog, including partner programs and affiliate links

1.3 By placing an order, using the services, or ordering products, the client acknowledges these GTC as binding.

1.4 Deviating terms of the client do not become part of the contract unless expressly agreed in writing.

1a. Use of the Website

1a.1 All content on the Adventure-Worldwide website (texts, images, graphics, downloads) is protected by copyright.

1a.2 Use is permitted exclusively for personal purposes. Any reproduction, distribution, modification, or public display is only allowed with written consent from Adventure-Worldwide.

1a.3 Any abusive use of the website, in particular automated data extraction (scraping), distribution of malware, or disruption of operations, is prohibited.

2. Conclusion of Contract

2.1 Offers from Adventure-Worldwide are generally non-binding and subject to change.

2.2 A contract is concluded only by:

- written order confirmation by the Contractor, or
- acceptance of the offer by the Client via email, or
- actual use of the services (downloading an e-book, booking a trip).

2.3 Adventure-Worldwide reserves the right to reject contract conclusions without stating reasons.

3. Obligations of the Client

3.1 The Client undertakes to provide all content, data, and documents necessary for the provision of services completely, in time, and in an appropriate format. This includes, in particular, texts, images, graphics, logos, tables, or other information.

3.2 The Client guarantees that they possess all required usage rights for the provided content and that it is free of third-party rights.

3.3 Adventure-Worldwide does not carry out legal verification of the provided content. The Client bears sole responsibility for the legal permissibility (especially copyright, trademark, competition, and data protection law).

3.4 Should the Client fail to meet their obligations, agreed deadlines are extended accordingly. Adventure-Worldwide is entitled to charge additional effort according to hourly rates in this case.

4. Website Creation

4.1 Adventure-Worldwide creates websites based on the Worldsoft CMS system. A prerequisite for website creation is a Worldsoft CMS package and an internet address (domain) with Worldsoft AG, Churerstrasse 158, 8808 Pfäffikon SZ, Switzerland. The Contractor orders the desired CMS package from Worldsoft on behalf of the Client. The scope and provision of Worldsoft services are not part of the Contractor's services.

4.2 The exact scope of services (number of pages, design variations, integration of additional functions such as blog, online shop, or newsletter) is specified in the respective offer or order.

4.3 The standard website creation includes:

- Creation of up to 10 individual pages
- Technical implementation of the provided layout or jointly agreed design specifications

4.4 Not included in the standard scope (unless explicitly commissioned):

- Setup of more than 10 subpages
- Complete filling of the online shop with products
- Creation or editing of texts
- Research, purchase, or licensing of images
- Setup of newsletter campaigns or CRM systems
- Online marketing

4.5 Additional services requested must be commissioned separately and are billed according to effort or separate agreement.

5. Obligations of the Client for Website Projects

5.1 The Client undertakes to provide the content required for website creation (texts, images, logos, etc.) in digital form. The Client is responsible for content and the purchase of images.

5.2 Suitable formats are:

- Texts: .txt, .docx, or comparable standard formats
- Images: .jpg, .png, .gif, or print-ready copies in sufficient quality

5.3 Adventure-Worldwide is not obliged to check, edit, or verify provided content for legal violations.

6. Acceptance Process

6.1 Adventure-Worldwide initially creates a basic version of the website (structure, basic functions, design draft) and informs the Client.

6.2 The Client may request changes within 10 days. If no feedback is given within this period, the basic version is deemed accepted.

6.3 After completion of the final version, Adventure-Worldwide presents it. Again, if no feedback is given within 10 days, the final version is deemed accepted.

6.4 Change requests within the agreed flat rate are implemented free of charge. Requests exceeding the agreed scope are billed at the current hourly rate or by separate agreement.

6.5 During the development phase, Adventure-Worldwide may present individual components (layout elements, modules) for partial acceptance. The Client is obliged to carry out these partial acceptances if they meet the requirements.

7. Usage Rights

7.1 Upon full payment of the agreed fee, the Client receives a simple, unlimited-in-time-and-space right of use for the created website.

7.2 The usage right includes exclusively the use of the website on the internet. Transfer, sale, or other commercial exploitation of drafts, layouts, or programming is not permitted unless expressly agreed in writing.

7.3 Copyright notices ("Designed by Adventure-Worldwide") may not be removed without written consent.

7.4 All rights not explicitly transferred remain with the Contractor.

7.5 Concept drafts, unrealized design ideas, or test versions remain the property of Adventure-Worldwide.

8. Coaching Services

8.1 Adventure-Worldwide offers coaching, particularly emigration and life planning coaching, online or on-site in Paraguay.

8.2 The scope of services is defined in the offer, contract, or by individual agreement (duration, number of sessions, subject areas).

8.3 Appointments are bindingly set by agreement. Cancellations or rescheduling must be made at least 48 hours in advance. Otherwise, Adventure-Worldwide reserves the right to invoice the session.

8.4 Adventure-Worldwide does not guarantee the results achieved. Coaching success largely depends on the Client's participation.

8.5 The Client undertakes to provide truthful information during coaching and to comply with agreed tasks or exercises.

8.6 Confidentiality: All information exchanged during coaching is treated confidentially, except where legal reporting obligations exist.

8.7 Right of Withdrawal for Services

The Client's right of withdrawal expires prematurely if Adventure-Worldwide has fully provided the service and only started execution after the Client has expressly agreed to start before the withdrawal period expires. As long as the service has not yet been used, there is a 14-day right of withdrawal from the date of contract conclusion.

9. Digital Products

9.1 Adventure-Worldwide provides digital products such as e-books, checklists, online courses, or templates for sale.

9.2 By purchasing, the Client acquires a non-transferable right of use. Any reproduction, distribution, or commercial use without express written consent is prohibited.

9.3 Download and access occur after payment. Adventure-Worldwide is not liable for device compatibility or technical issues on the Client's side.

9.4 Returns or withdrawal: For digital products, there is no right of withdrawal once download or access has occurred, according to applicable law.

9.5 Prices include applicable taxes, as legally required.

9.6 Right of withdrawal for digital products

The Client has the right to withdraw from the contract for digital products within 14 days without giving reasons, as long as the download or access has not yet occurred. The right of withdrawal expires prematurely once the digital product has been downloaded, accessed, or used.

10. Special Conditions for Introductory Trips to Paraguay

10.1 Scope of Services: The services described in the offer or itinerary (e.g., accommodation, transfers, entrance fees, travel escort) are binding. Changes in the schedule are possible if necessary for organizational or weather-related reasons.

10.2 No Right of Withdrawal: For package tours, there is no statutory right of withdrawal under German law (§ 312g para. 2 no. 9 BGB).

10.3 Cancellation by the Client: The Client may withdraw at any time before the start of the trip. Withdrawal must be declared in writing (e-mail). The following cancellation fees apply (each as a % of the travel price):

- up to 90 days before departure: 30%
- 89 to 50 days before departure: 70%
- from 49 days before departure or in case of no-show: 100%

The traveler is entitled to prove that the tour operator has suffered no damage or significantly less damage. Since our introductory trips in Paraguay are conducted with small groups and fixed local partners, we incur binding costs early on. A short-term replacement is usually not possible. We strongly recommend taking out travel cancellation insurance as well as international health insurance.

10.4 Rebooking and Substitute Participants: Rebookings are possible up to 30 days before departure for a fee of €150, provided places are available.

Up to the start of the trip, the Client may provide a substitute participant. A processing fee of €100 applies. The substitute participant must meet the travel requirements.

10.5 Minimum Number of Participants: The minimum number of participants is 6. If this number is not reached, Adventure-Worldwide may cancel the trip up to 30 days before departure. Payments already made will be fully refunded. No further claims exist. Adventure-Worldwide also reserves the right to cancel or reschedule trips if the maximum number of participants is exceeded or insufficient accommodations, transport, or tour guides are available.

10.6 Client Obligations: The Client is obliged to follow the instructions of the travel escort and be considerate of other participants.

The Client is responsible for valid travel documents (passport, visa, and if applicable, insurance).

10.7 Health and Insurance: The Client is responsible for their health. It is strongly recommended to have travel health insurance and trip cancellation insurance.

10.8 Liability: Adventure-Worldwide is liable only within the legal provisions for package tours. No liability exists for: force majeure (natural disasters, political events, strikes, etc.), delays or failures of airlines and transport companies, personal belongings of participants.

11. Introductory Trips and Events

11.1 Adventure-Worldwide organizes and conducts introductory trips in Paraguay for individuals or groups.

11.2 Booking and conclusion of the contract take place in writing or online via the website.

11.3 Services may include accommodation, transfers, activities, meals, and accompanying service. Details are described in the respective offer or contract.

11.4 Payment: Full payment is due before the start of the trip. In case of non-payment, Adventure-Worldwide reserves the right to refuse participation.

11.5 Cancellation / Rebooking: Withdrawal is only possible in writing. Tiered cancellation fees specified in the offer or contract apply.

11.6 Minimum Number of Participants: Adventure-Worldwide reserves the right to cancel trips if the minimum number of participants is not reached. Payments already made will be refunded without interest.

11.7 Behavioral Obligations: The Client undertakes to follow the instructions of the tour guide and act considerately toward other participants. Adventure-Worldwide is not liable for damages caused by the Client's violation of duties.

11.8 Safety and Health: The Client is responsible for their own health, travel insurance, and necessary vaccinations. Adventure-Worldwide assumes no liability for health risks. Each participant is required to have valid international health insurance for the duration of the trip. Furthermore, travel cancellation insurance is strongly recommended. Participation without adequate insurance coverage is at one's own risk.

11.9 Transport and Transfers: During the trip, transportation by car or minibus will take place. Adventure-Worldwide ensures safe, roadworthy vehicles and careful drivers. Nevertheless, participation in all trips is at one's own responsibility. Adventure-Worldwide assumes no liability for accidents or damages caused by third parties or by force majeure.

12. Delivery, Service Provision, and Prices

12a Delivery and Service Provision:

- Digital products (e.g., e-books, course materials): provided immediately after purchase or at the latest after payment via download link or e-mail.
- Coaching services: take place at individually agreed times.
- Introductory trips: take place on the dates stated in the offer. Changes for organizational reasons (e.g., weather, transportation, strikes, illness, official closures, force majeure) are reserved. In such cases, no claim for a price reduction or compensation exists.

12.1 All prices are in Euro (EUR), unless expressly stated otherwise, including applicable legal taxes in Paraguay if applicable.

12.2 Price information is binding as long as it is stated in the offer or contract. Changes are only permitted with express written agreement.

12.3 Offers are non-binding unless they contain a fixed validity period.

12.4 Adventure-Worldwide reserves the right to adjust prices due to changed costs (materials, licenses, software, partner services), provided this is communicated in writing for already agreed services.

13. Payment

13.1 Payment Methods:

Payments are made exclusively via invoice, prepayment, or cryptocurrencies. Accepted cryptocurrencies are: ETH (Ethereum), SOL (Solana), or BNB (Binance Coin), each to the specified wallet address.

13.2 Invoices are issued after contract conclusion or order confirmation.

13.3 Payment Terms:

- Coaching Services: The full coaching fee must be paid in a single payment before the coaching begins. Deviating payment agreements or other installments are only valid if agreed in writing.

- Website Creation and Web Design: 30% upon order confirmation, 40% upon presentation of the draft, 30% upon completion and acceptance of the website.
- Digital Products: Payment before download or access.
- Introductory Trips: Either deposit upon booking, remainder at least 14 days before departure, or full payment upon booking.

13.4 If the Client is in default, the following apply:

- Default interest of 5% above the base rate of the Central Bank of Paraguay per month.
- Adventure-Worldwide reserves the right to withhold services until full payment.

13.5 All fees incurred through international payments (bank fees) are borne by the Client.

14. Termination / Withdrawal from Services

- Services (Coaching, Web Design): Contracts can be terminated by either party in writing. In case of early termination by the Client, Adventure-Worldwide is entitled to invoice already provided services proportionally. For contractually agreed flat rates or projects already started, a partial fee may be due according to the services rendered.
- Digital Products: Withdrawal or termination is excluded after provision/download.
- Trips / Events: Cancellations must be in writing. Cancellation fees are based on contractual conditions.
- General: Written form (e-mail) is binding for all terminations. Termination becomes effective upon receipt by the recipient.

14a. Extraordinary Termination

Adventure-Worldwide is entitled to terminate the contract for good cause.

Good cause exists, in particular, if:

1. Health reasons:

The Contractor is unable to perform the order or trip due to health reasons (e.g., illness, accident, medical order). Payments already made are partially refunded for unprovided services or, if possible, credited toward a replacement date.

2. Organizational or logistical reasons for trips:

If a trip cannot be carried out as planned due to unforeseeable circumstances (e.g., lack of accommodations, transport problems, personal illness of the tour leader, overbooking, or insufficient participants). Adventure-Worldwide may confirm or cancel the trip no later than 30 days before departure. Payments already made will be fully refunded; further claims (e.g., reimbursement of flight costs or lost vacation days) are excluded.

3. Breach of contract by the Client:

The Client behaves grossly in violation of the contract, in particular:

- fails to make agreed partial payments despite reminders,
- insults, threatens, or behaves disrespectfully toward the Contractor or third parties,
- repeatedly violates agreements, instructions, or rules of conduct,
- requests additional unagreed services or significantly disrupts the provision of services.

In these cases, there is no entitlement to reimbursement of already made payments. Adventure-Worldwide may also claim additional costs incurred.

4. Dispute or Breakdown:

If a sustainable dispute or breach of trust makes proper cooperation impossible, Adventure-Worldwide may terminate the contract with immediate effect. Services already rendered must be fully compensated.

15. Taxes / VAT

15.1 Adventure-Worldwide is registered for tax purposes in Paraguay. For services and products provided within Paraguay, local tax laws apply, including VAT (IVA), if legally required.

15.2 Tax obligations for foreign / EU clients:

- B2C clients (private clients) in the EU: Digital products and services are subject to VAT of the consumer's country (place of consumption). Adventure-Worldwide remits VAT in the respective country once the annual threshold of €10,000 is exceeded.
- B2B clients (companies) in the EU: Reverse charge applies. VAT liability shifts to the service recipient. Adventure-Worldwide issues the invoice net and indicates the reverse charge obligation. The client must calculate and remit VAT in their country. A valid VAT ID is required. Without a VAT ID, net invoicing may not be possible.

15.3 Paraguayan VAT on invoices from Paraguay: All invoices issued on a Paraguayan invoice block are generally subject to VAT (10%), unless the service is demonstrably exported.

Export services / foreign clients:

- Services or digital products that are demonstrably used abroad can be stated with 0% VAT.
- Requirement: complete client data, address, and if applicable, company proof or VAT-ID.
- For B2B clients without a VAT-ID, proof should be documented in order to claim the 0% VAT.

15.4 Client Responsibility:

- Clients are responsible for compliance with local tax obligations, especially for cross-border services.
- Adventure-Worldwide assumes no liability for client tax obligations in their country.

15.5 Invoicing:

- Adventure-Worldwide issues proper invoices that comply with tax requirements in the respective country.
- Invoices contain at least: client name and address, service description, price, taxes (including reverse charge notice for B2B), total amount, payment terms, and payment information.
- Clients can report invoice errors within the legal period; necessary corrections will be made promptly.

15.6 Special Features for Cross-Border Services:

- For services provided in Paraguay, local VAT may apply if no B2B recipient in the EU exists.
- Adventure-Worldwide may be required to register for VAT in other countries depending on customer status and place of service.

16. Invoicing

16.1 Invoices are sent electronically via e-mail, unless otherwise agreed.

16.2 Each invoice contains:

- Name and address of the client
- Service description
- Price, taxes, total amount
- Payment terms
- Bank or payment information

16.3 Complaints regarding the invoice must be submitted in writing within 7 days of receipt.

16.4 Complaints or problems must be reported immediately on-site during the trip so that corrective measures can be taken. Subsequent complaints cannot be considered.

17. Liability

17.1 Adventure-Worldwide is liable for damages caused by intentional or grossly negligent breaches of duty.

17.2 For slight negligence, Adventure-Worldwide is liable only for essential contractual obligations, whose violation endangers the purpose of the contract, and for typical, foreseeable damages.

17.3 Disclaimer:

- Adventure-Worldwide assumes no liability for damages caused by improper use of services, websites, or digital products provided.
- Adventure-Worldwide is not liable for content provided by the Client.
- No liability is assumed for delays, failures, or technical issues with the internet, hosting, third-party providers, or payment providers.

17.4 For trips, liability is only within legal provisions and not for damages caused by force majeure, natural events, illnesses, or third-party actions.

17.5 Adventure-Worldwide provides no guarantee for the timeliness, completeness, or accuracy of provided content, especially in blogs, travel information, immigration advice, or external partner offers. All information is for general guidance only and does not replace individual advice. Changes (e.g., legal regulations, prices, availability) can occur at any time. Liability for damages arising from the use or reliance on such information is excluded.

18. Warranty

18.1 Adventure-Worldwide ensures that services are provided in accordance with the contract and meet agreed standards.

18.2 Defects must be reported by the Client immediately in writing.

18.3 In the case of justified complaints, Adventure-Worldwide will either remedy the defect or provide a replacement service.

18.4 Further claims, in particular damages beyond the agreed services, are excluded unless otherwise mandatory by law.

19. Data Protection

19.1 Adventure-Worldwide collects, processes, and uses personal data only within the framework of legal provisions and the privacy policy available on the website.

19.2 Client data is treated confidentially and not shared with third parties without consent, except for contract fulfillment (payment processing, shipping, hosting).

19.3 The Client has the right to access, correct, block, and delete their data at any time, as far as legally permissible.

20. Withdrawal / Cancellation

20.1 Digital Products: No right of withdrawal exists after download or access, as legally permitted.

20.2 Services (Coaching, Website Creation): Withdrawal is possible unless contractually agreed otherwise. Cancellation fees may apply.

20.3 Trips / Events: Withdrawal rules are described in the respective offer or contract. Tiered cancellation fees apply.

21. Force Majeure

21.1 Adventure-Worldwide is not liable for non-performance caused by force majeure (e.g., natural disasters, political unrest, epidemics, strikes, third-party failures).

21.2 In such cases, Adventure-Worldwide may, at its discretion, adjust, postpone, or withdraw from the contract.

22. Final Provisions

22.1 Applicable Law: The law of Paraguay applies, excluding the UN Sales Convention.

22.2 Jurisdiction: Exclusive jurisdiction for all disputes arising from the contractual relationship is Encarnación, Paraguay, at the Palacio de Justicia de Encarnación, Luis María Argaña y Jóvenes por la Democracia, Barrio La Paz, Encarnación, Departamento de Itapúa, Paraguay, as far as legally permissible.

22.3 Partial Invalidity: Should any provision of these GTC be or become invalid, the validity of the remaining provisions remains unaffected. The invalid provision shall be replaced by a provision that legally comes closest to the intended purpose.

22.4 Amendments and Supplements: Side agreements, amendments to the contract, or these GTC must be in writing.

22.5 Contract Language: Contract documents, invoices, and communication are in German unless otherwise agreed.