

TERMS AND CONDITIONS

LAST UPDATED: OCTOBER 2026

SECTION A

GENERAL

§1 WHO YOU'RE BUYING FROM, AND WHAT THESE TERMS COVER

1.1 These terms apply to everything you buy from me or book with me: through lillysciolli.com, a Payrex payment page or link, a QR code, or in person at my events.

1.2 Your contract partner is: Lilly Sciolli, Pinkwater Studios (sole proprietorship), c/o Farmacia Sciolli, Via San Gottardo 62, 6648 Minusio, Switzerland, lilly@lillysciolli.com ("I", "me").

1.3 Sections A and D apply to everything. Section B applies to books, Section C to my services: the Free-orbit Membership and my events.

1.4 Books bought on Amazon or in a bookshop aren't bought from me. The seller's terms apply.

§2 WORDS USED IN THESE TERMS

- **Membership:** the Free-orbit membership you buy from me. What it includes, how long it runs, its price and your commitment are those of the offer you join, as described on the Offer page. The current offer is "Refuse to Settle in 6 Months: the Free-orbit Founding Crew": 6 months, January to June 2027.
- **Crew:** the community of Members you're part of during your Membership.
- **Member:** a person who has joined the Membership.
- **Membership Month:** each calendar month of your Membership. For the current offer: January to June 2027.
- **1:1 Session:** the monthly 45-minute online call between you and me.
- **Meetup:** the monthly in-person group afternoon of the Membership in Zurich.
- **Bonus:** something I add to your Membership at no extra price, as long as you stay a Member, for example a 1:1 Session in December or an online get-together before the start. Bonuses are voluntary extras, not part of the price, and there's no claim to them. Which Bonuses you get depends on when you join. If your Membership ends, any Bonus you haven't received yet lapses.
- **Event:** a single event I run outside the Membership, for example a launch party, talk or masterclass, paid or free, in person or online.
- **Guest:** a person a Member brings to a Meetup.
- **Offer page:** the page on lillysciolli.com, or the Payrex page, that describes a product, its price and dates at the time you buy.

§3 HOW A CONTRACT IS MADE

3.1 What's on my website and social channels is an invitation to buy, not a binding offer.

3.2 Books and Event tickets: the contract is made when you pay.

3.3 Membership: you apply to join by paying on the Payrex page. The contract is made when I confirm your seat personally by email, normally within 3 working days. I can decline an application without giving reasons, for example when all seats are taken. If I decline, you get your full payment back within 14 days. If I haven't confirmed your seat within 7 days, you can withdraw your application by email, and you get your full payment back within 14 days.

3.4 These terms are part of your contract if I point you to them before you pay or register. Online, through the link and checkbox on the Payrex page or the sign-up form. At my events, through a notice with the link and a QR code at the sales table or entrance. You can read, save and print them at lillysciolli.com/terms at any time.

3.5 You must be at least 18 to join the Membership or to book a paid Event.

3.6 Buying online, step by step. (1) On the Offer page you choose the product. (2) You're taken to the Payrex page, where you choose the payment option (for the Membership: monthly or in advance), enter your details and choose a payment method. (3) Before you pay, you see a summary of the product, the price and a link to these terms. You can correct your details or go back at any time until you click the pay button. (4) Payrex immediately sends you an automatic email confirming your payment. For

the Membership, that email confirms I've received your application. The contract is made only with my personal confirmation (§3.3).

3.7 14 days to change your mind (Membership). Before your commitment starts, you can withdraw your application or your Membership within 14 days of paying, without giving a reason, by email to lilly@lillysciolti.com. It's enough to send the email on the 14th day. You get your payment back within 14 days. After these 14 days, your commitment applies (§10).

§4 PRICES, VAT AND PAYMENT

4.1 The price that applies is the one on the Offer page when you buy. All prices are in Swiss francs (CHF) and are final prices.

4.2 I'm currently not liable for Swiss VAT (MWST), so no VAT is charged. If I become liable for VAT, prices shown from then on include VAT at the legal rate. The price of a Membership that's already running doesn't change.

4.3 Payments online go through Payrex AG (TWINT, credit or debit card, Apple Pay, Google Pay). Payrex's terms apply to the payment itself. At my events you can also pay as shown there.

4.4 Refunds go back to the payment method you used, unless we agree otherwise.

§5 COMMUNICATION

Everything these terms say must be done "in writing" can be done by email. An email counts from the day it arrives. I communicate with Members mainly by email, to the address you used when you joined. For short-notice changes to a 1:1 Session, a text message to me also counts.

SECTION B

BOOKS

§6 BUYING A BOOK FROM ME

6.1 I sell my book *Who Told You to Settle?* in person, mainly at my events. You get the book when you pay. It's yours from then on. I don't ship books at the moment.

6.2 Check the book when you get it. If a copy is damaged, misprinted or faulty (for example loose pages), tell me as soon as you notice, at the latest within 2 years of buying it. I'll replace it, or refund the price if I can't. Beyond that, you have no claims for defects, unless I knew about the defect and kept quiet about it.

6.3 Books without defects can't be returned or exchanged, signed and dedicated copies included. If a signed or dedicated copy is faulty, §6.2 applies, and I'll sign the replacement if I can.

SECTION C

SERVICES

C1

THE FREE-ORBIT MEMBERSHIP

The short version. What you buy is the Membership. You commit to it for the length of your offer (currently 6 months); if you stop early, the remaining payments are still due (§10). A Meetup you miss, including one I moved, isn't made up or refunded (§12.3). A 1:1 Session you cancel less than 24 hours before counts as held, and one you don't schedule in time lapses (§11.1, §11.3). If your offer includes the guarantee, it gives you up to 3 extra 1:1 Sessions: my time, not a result and not money (§7.5). The Membership ends with your offer and doesn't renew (§8.2).

§7 WHAT YOU BUY: THE MEMBERSHIP

7.1 What you buy is the Membership. It's a personal development membership in English. What it includes, how long it runs and its price are those of the offer you join, as described on the Offer page. Unless the Offer page says otherwise, it includes:

- one online 1:1 Session with me per Membership Month (45 minutes, §11);
- one Meetup in Zurich per Membership Month, with drinks and snacks (§12);
- the Year Map poster and one worksheet per Meetup;
- the Crew's group chat (§14.3);

- bringing a Guest to one Meetup during your Membership (§12.6);
- first access to future Free-orbit events, retreats and programmes. That means hearing about them first, not a free place or a discount;
- the guarantee of extra time under the conditions in §7.5, if your offer includes it.

7.2 What's included, the price and the length of your Membership are those on the Offer page when you join. If the Offer page and these terms differ, the Offer page applies to what's included, the price and the length, and these terms apply to everything else. A Bonus I told you about before you joined is part of your Membership (§2). It has no cash value.

7.3 I deliver the 1:1 Sessions myself. I can invite a guest speaker to a Meetup.

7.4 The topics, the order of the Meetups and the worksheets can change as the Membership develops. The number of 1:1 Sessions and Meetups doesn't.

7.5 The guarantee: extra time. You're responsible for making your results happen. What I guarantee is my time: if you've done your part and haven't taken your step by the end of your Membership, you get up to 3 extra 1:1 Sessions with me, free. That's the whole guarantee. It applies only if the offer you joined includes it (the current offer does). This is how it works:

- **Your step:** one concrete action that's in your own hands (for example "hand in my notice" or "send my first pitch", not "get the job" or "earn CHF X"). You name it in writing by your first 1:1 Session, on your Year Map or by email to me. If you haven't named one, the guarantee doesn't apply. We can change it together in writing until your third 1:1 Session.
- **Your part:** you attended all Meetups but one (current offer: at least 5 of 6) and all of your 1:1 Sessions, and you filled in your Year Map every month and showed it to me in your 1:1 Session. 1:1 Sessions that lapsed (§11.1), or that count as held under §11.3 or §11.6, don't count as attended. A 1:1 Session or Meetup that I cancelled or moved (§13), and that you couldn't attend at the new date, counts as attended.
- **How to claim:** within 14 days after the last Membership Month (current offer: by 14 July 2027), email me that you haven't taken your step. I'll remind you of this deadline at the end of your Membership.
- **What you get:** up to 3 extra online 1:1 Sessions of 45 minutes, free, at most one per month, in the 3 months after your Membership ends (current offer: July to September 2027). A month's session that you don't schedule by the end of that month lapses. It all ends earlier once you've taken your step, or if you tell me you don't need it any more. §11.2 to §11.6 apply to these sessions.
- **What you don't get:** no refund, no money in any form, no free Meetups, no free renewal of your Membership, and no sessions beyond these 3. It isn't transferable and has no cash value. It lapses if your Membership ends before the end of the last Membership Month (§10).

The guarantee covers my time only. It doesn't promise that you'll take your step or reach any result (§16.3).

7.6 Your Membership is personal and can't be passed on.

§8 TERM, START AND END

8.1 Your Membership runs for the length of the offer you joined, as stated on the Offer page. The current offer runs for 6 Membership Months, January to June 2027.

8.2 Your Membership ends automatically after the last Membership Month. It doesn't renew automatically. If you want to continue, you join again, at the conditions offered then.

8.3 Your Membership is a commitment for its full length (current offer: 6 months). You join for the whole Membership, and the group is built on everyone staying for it. §10 says what happens if a Membership ends early anyway.

§9 PAYING FOR THE MEMBERSHIP

9.1 You choose one of two options on the Payrex page:

- **monthly:** one equal payment per Membership Month (current offer: 6). The first is charged when you join and covers the first Membership Month. The others are charged automatically once a month, on the dates shown on the Payrex page. After the last payment, the payments stop by themselves.
- **in advance:** the full price in one payment, with the discount shown on the Offer page.

9.2 Monthly share: one sixth of the total price of the payment option you chose (monthly option: the amount of one monthly payment; in advance: the amount you paid ÷ 6). Half a monthly share is the value of one 1:1 Session or one Meetup. §3.7, §10 and §13 use these amounts.

9.3 Monthly payments are a payment plan for one Membership, not a subscription you can stop. If you cancel the payments in Payrex, the remaining payments are still due (§10), and I'll send you an invoice for them.

9.4 If a monthly payment fails, Payrex tries again for up to 7 days. If it still fails, I'll email you. If you haven't paid within 10 days of my email, I can pause your 1:1 Sessions and Meetups until you've paid, or end your Membership under §10.3. 1:1 Sessions and

Meetups that fall into a pause aren't made up. The remaining payments stay due (§10).

§10 YOUR COMMITMENT, AND ENDING EARLY

10.1 Your Membership is a commitment for its full length (§8.3). You join for the whole Membership, and the group is put together on the basis that everyone stays. **If you stop taking part early, for whatever reason, the remaining payments are still due.** On the monthly option they keep being charged as planned; if you paid in advance, nothing is refunded.

10.2 Real hardship. In a case of real hardship, for example serious illness, I can make an exception at my own discretion.

10.3 I can end your Membership, for a good reason, in particular:

- you break the confidentiality (§17), recording (§18) or community rules (§14) seriously, or again after a warning;
- you haven't paid despite my reminder (§9.4);
- taking part isn't right for your health or wellbeing (§16.2), or would harm the group.

If I end it because you broke these terms or didn't pay, the remaining payments are still due. If I end it for any other reason, I refund the monthly share for every Membership Month that hasn't started yet, within 14 days.

§11 1:1 SESSIONS (ONLINE)

11.1 Scheduling. Every Membership Month we find a time for your 1:1 Session together. I offer you times, or you suggest one and I confirm it. **If you don't take any of the times I offered by the end of the Membership Month, that month's 1:1 Session lapses.** It isn't moved and isn't refunded.

11.2 Moving. You can move your 1:1 Session free of charge if you tell me at least 24 hours before it starts. We find a new time in the same Membership Month, or in the next month if that isn't possible.

11.3 Late cancellation and no-show. If you cancel less than 24 hours before, or don't show up, the 1:1 Session counts as held. If you're suddenly ill, have an accident or an emergency and tell me before the start, I'll try to find a new slot, but you have no right to one.

11.4 Being late. If you're late, the 1:1 Session still ends at the booked time. If you're 15 minutes late without telling me, it counts as a no-show. If I'm late, I add the time at the end or we make it up at another date.

11.5 How it works. 1:1 Sessions take place by video call. I send you the link by email. You need a computer or phone with camera and microphone, a stable internet connection, and a quiet, private place where you can talk openly. Not while driving.

11.6 If the technology fails.

- On my side: we move the 1:1 Session to a new date, at full length.
- On your side: we try for 15 minutes, by video or by phone. If it doesn't work, the 1:1 Session counts as held. If part of it took place, the rest isn't made up.
- If the platform itself is down: we move the 1:1 Session.

§12 MEETUPS (IN PERSON, ZURICH)

12.1 Dates. There's one Meetup per Membership Month, on a Saturday afternoon. The date of the first Meetup is on the Offer page (current offer: Saturday 16 January 2027). We fix the dates of all other Meetups together at the first Meetup, and I confirm them by email by the end of the first Membership Month.

12.2 Venue. The Meetups take place at a bar or similar venue in the city of Zurich. I send the address at the latest 48 hours before. The venue's house rules apply.

12.3 Missing a Meetup. Meetups aren't recorded and can't be made up. **A Meetup you miss isn't refunded, whatever the reason, including when I moved it (§13.1) and you can't make the new date.**

12.4 Being late. You can join any time. The Meetup still ends at the announced time. If I start late, I add the time at the end.

12.5 At the venue. Drinks and snacks are included as described on the Offer page. Alcoholic drinks are for adults only; please drink responsibly. You're responsible for your own belongings and your own accident insurance.

12.6 Your Guest. You can bring a Guest to one Meetup during your Membership, for free. Your Guest must be at least 18. Tell me their name at least 48 hours before; I can decline. When they arrive, I ask your Guest to agree to the room rules (§14), confidentiality (§17) and the recording rules (§18). Please tell them about these rules beforehand. I can ask a Guest to leave if they break them.

§13 IF I HAVE TO CANCEL OR CHANGE SOMETHING

13.1 I can move a Meetup to another date, time or venue (within the city of Zurich) with at least 7 days' notice. At short notice only for reasons outside my control (§21). A moved Meetup isn't a cancelled one: it still takes place, and §12.3 applies, not §13.2.

13.2 If I cancel a Meetup, you get back half a monthly share for it within 14 days. **If I cancel a 1:1 Session**, we find a new time; if that isn't possible before your Membership ends or within one month after it, you get back half a monthly share for it.

13.3 Apart from that, you have no claims for costs caused by a cancellation or change, for example travel costs, unless I'm liable under §20.

13.4 I can cancel a Membership round at the latest 2 weeks before its first Membership Month if only 1 Member has joined, and at any time before its first Membership Month for reasons outside my control (§21). You then get your full payment back within 14 days. Bonuses you already received stay free.

§14 THE CREW COMMUNITY

14.1 Room rules. In the Crew we share experience, not advice. We treat each other with respect. Whatever is said in the room stays in the room (§17).

14.2 No selling. You may not use the Crew to sell to other Members or recruit them for products, services, investments or schemes without their consent.

14.3 Group chat. The Crew has a group chat on a messaging app. Joining is voluntary. I send you an invitation and you decide whether to join; I don't add you myself. In the chat, the other Members see your name and phone number. If you don't join, you don't miss anything you need: everything important also goes out by email. The app provider's own terms apply. The confidentiality and recording rules (§17, §18) apply in the chat too. You can leave at any time. I can remove anyone who breaks these rules. After your Membership I can close the chat.

14.4 If someone breaks these rules, I can warn them. In serious cases, or if it happens again, I can exclude them (§10.3).

C 2

EVENTS AND TICKETS

§15 EVENTS AND TICKETS

15.1 A ticket is valid for one person for one Event.

15.2 If you can't come, the ticket isn't refunded.

15.3 You can pass your ticket on to someone else at no cost. Please email me their name at least 24 hours before the Event. If you haven't, the new person can still come in if they show your payment confirmation. If they can show neither, I can refuse entry, and the ticket counts as used. Tickets may not be resold at a profit. I can refuse entry to anyone with a ticket resold at a profit.

15.4 If I cancel the Event, you get the full ticket price back within 14 days. If I move it, your ticket is valid for the new date; if you can't come then, you get your money back. Apart from that, you have no claims for costs, for example travel costs, unless I'm liable under §20. I can change the programme, speakers or venue (within the same city), as long as the Event stays essentially the same.

15.5 Free Events (for example online masterclasses): you register with your email address. Links to online Events are personal; please don't share them. There's no right to a free Event taking place.

15.6 Photos and videos at Events. At my in-person Events other than Crew Meetups, photos and videos may be taken for my website and social channels. I say so in the invitation and at the entrance. Before I publish a close-up in which you're the main subject, I ask you. If you don't want to be recognisable at all, tell me or the photographer, and I won't publish recognisable pictures of you. If you find a picture of yourself you don't want online, tell me and I'll remove it from my own channels within 7 days. If I record an online Event, I say so at the start; you can keep your camera and microphone off and use any display name. Crew Meetups are different: §18 applies there (consent first).

C 3

RULES FOR ALL MY SERVICES

§16 WHAT THIS IS, AND WHAT IT IS NOT

16.1 Not therapy, not professional advice. I'm an author and mentor. I work from my own experience. **I'm not a doctor, psychologist, psychotherapist or psychiatrist. I'm not a licensed financial, legal or tax advisor, or a certified career counsellor**

(Berufs-, Studien- und Laufbahnberaterin). My services are not medical or psychological treatment and don't replace it. They are not legal, financial or tax advice.

16.2 Your health. By joining the Membership, you agree that:

- you take part of your own free will;
- you won't take part, or you'll take a break, if you know of a physical or mental health reason against taking part at the moment;
- if you're in medical, psychiatric or psychotherapeutic treatment, you'll talk to the person treating you about taking part. The Membership never replaces that treatment;
- you'll look after any health issue with a professional.

You don't have to tell me anything about your health. If you do, I treat it as set out in §17 and in my Data Protection Statement.

If I feel the Membership isn't right for you at the moment, I'll talk to you about it. I can suggest a break, which doesn't change the dates of your Membership or what you owe, or end your Membership under §10.3. **If you're in crisis**, call Die Dargebotene Hand on **143** (day and night, anonymous), a doctor, or in an emergency **144** (ambulance) or **112**.

16.3 No guarantee of results. I prepare and run my services with care. Whether you reach your goals depends on you: your decisions, your actions and circumstances neither of us controls. **I don't promise any particular result.** The only guarantee I give is the extra time in §7.5. There's no money-back guarantee and no other right to free sessions. Stories and examples on my website, in my book and in my talks are individual experiences. They don't promise what you'll achieve.

16.4 Your decisions are yours. You decide, and you're responsible for, what you do with what you take from the Membership: for example changing jobs, starting a project or investing money. If you build something alongside your job, check your employment contract yourself (for example rules on side jobs or competition).

§17 CONFIDENTIALITY (BOTH WAYS)

17.1 My promise. I keep confidential everything you tell me in 1:1 Sessions, Meetups, Bonus sessions and the group chat, during your Membership and after it ends. I won't use your story or anything that could identify you, even without your name, in my books, posts, videos, talks or newsletters unless you agree in writing. I may talk about general themes I see in my work, as long as no one could recognise you.

17.2 Your promise. You keep confidential everything other Members and Guests share in Meetups, in the group chat and in any other Crew setting, during your Membership and after it ends. Your own story is yours to share.

17.3 Exceptions. Confidentiality doesn't apply to what's already public, where you agree in writing, or where the law or an authority requires disclosure. It also doesn't apply, but only as far as needed, where there's a serious and immediate danger to someone's life or health, or where I need it to defend myself or enforce my rights in a dispute with you.

§18 PHOTOS, VIDEO AND RECORDINGS (BOTH WAYS)

18.1 No recordings without consent. No one (me included) records, films, photographs or takes screenshots of a 1:1 Session, a Meetup or an online Crew session without the express consent of everyone who can be recognised or heard. This also applies to recording me. Content from the group chat may not be forwarded, screenshotted or shared outside it. Recording a private conversation without everyone's consent can also be a criminal offence (Art. 179bis–179quater Swiss Criminal Code).

18.2 Consent first, per person. If I'd like to take photos or film at a Meetup, I'll ask each person beforehand, in writing, and say what for. You can say no without any consequence for your Membership.

18.3 Changing your mind. You can withdraw your consent at any time for the future. I'll then remove the content from my own website and channels within 7 days. I can't recall content other people have already shared, or materials already printed.

§19 MATERIALS AND COPYRIGHT

The worksheets, the Year Map, slides and all other materials belong to me. They're for your personal use. You may not copy, publish, pass on or use them commercially, for example for your own workshops or courses, without my written consent.

SECTION D

FINAL PROVISIONS

§20 LIABILITY

20.1 I'm liable for damage I cause intentionally or through gross negligence. My liability for slight negligence is excluded as far as the law allows.

20.2 I'm liable for people I bring in to deliver my services (for example a guest speaker or photographer) as I am for myself under §20.1. I'm not liable for the decisions you take (§16.4) or for what other Members and Guests do. For the venue operator and the providers of video calls, messaging and payments, I'm liable only for choosing them with care. That doesn't change my own duties to you, such as delivering the sessions or making a refund.

20.3 My liability for death or personal injury and under the Product Liability Act isn't limited, also not by §20.1 or §20.2. The same applies to any other liability that Swiss law doesn't allow to be limited.

§21 EVENTS OUTSIDE MY CONTROL

If I can't deliver a service because of something outside my control, I'll move it or, if that isn't possible, refund under §13.2 or §15.4. Subject to §20, you have no other claims. Examples: my illness or accident, a serious family event, official measures, an epidemic, the venue suddenly being unavailable, strikes, extreme weather or major technical outages.

§22 PRIVACY

How I handle your personal data is described in my Data Protection Statement at lillysciolli.com/privacy-policy.

§23 CHANGES TO THESE TERMS

I may change these terms. The version that applies is the one online when you buy. For a Membership that's already running, the version from when you joined applies. I'll only make changes during your Membership with your consent, unless the law requires them or they're only to your advantage.

§24 PRECEDENCE AND INVALID CLAUSES

24.1 What you and I agree individually takes precedence over these terms.

24.2 If a clause is invalid, the rest stays valid, and the legal rule applies in its place.

24.3 These terms are written in English. If there's a translation, the English version applies.

§25 LAW AND PLACE OF JURISDICTION

25.1 Swiss law applies. The UN Convention on Contracts for the International Sale of Goods (CISG) doesn't apply. If you're a consumer living outside Switzerland, the mandatory consumer protection rules of your country still apply.

25.2 If there's a disagreement, please write to me first. We'll try to sort it out together.