



I AM THE HUMAN

Terms & Conditions

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Terms & Conditions

These Terms & Conditions ("Terms") govern the relationship between I AM THE HUMAN ("IATH") and its clients and members. By booking a service or entering into a membership, the client confirms that they have read, understood and agreed to these Terms. The German version of these Terms prevails; this English text is provided for information only.

§ 1 • Provider & Scope

The provider and contracting party is the sole proprietorship **I AM THE HUMAN**, owner: Ishak Benammi El Ouahabi, Mammolshainer Straße 40, 60326 Frankfurt am Main, Deutschland.

Contact: phone +49 1522 3807286 · email info@iamthehuman.com. VAT ID: DE440282012. IATH is a small business under § 19 of the German VAT Act (Kleinunternehmer); no VAT is charged.

These Terms apply to all contracts for service bookings and memberships between IATH and the client, in the version valid at the time of conclusion.

§ 2 • Role of IATH

IATH acts as an arranger and intermediary for curated lifestyle, travel, event, mobility, security, hospitality and related services. Services are rendered either by IATH directly or by independent third-party providers engaged on behalf of the client.

§ 3 • Conclusion of Contract & Booking Confirmation

A quotation by IATH is non-binding. The contract is concluded once (a) full payment in advance has been received and (b) IATH has issued a written booking or service confirmation, unless expressly agreed otherwise.

§ 4 • Prices & Inclusions

Prices include the services expressly listed in the individual booking confirmation. As a small business (§ 19 German VAT Act), IATH does not charge VAT.

Unless stated otherwise, ancillary or extraordinary costs are excluded (special permits, extended service hours, third-party surcharges, additional personnel, insurance add-ons, or client-requested changes).

For non-members, a handling fee of €150 per booking applies (€50 for commercial economy flights). Members are exempt.

Quotations are non-binding. The first three quotations per matter are free of charge. For non-members, a processing fee of €250 applies from the fourth quotation for the same matter; if no booking results it is retained as compensation, if a booking is made it is fully credited against the price. For members, no processing fee applies.

§ 5 • Payment & Default

Payment is made by bank transfer or secure payment link. Unless expressly agreed otherwise, the full amount is payable in advance before the service begins (prepayment); the booking or service is performed only after full payment has been received. In the event of default, statutory rules apply (§§ 286, 288 German Civil Code); for consumers, the default interest rate is 5 percentage points above the base rate.

§ 6 • Client's Duties to Cooperate

The client provides, in good time, all accurate information required to perform the service (including for identity verification/KYC) and responds to queries promptly enough to allow timely performance. Delays or extra costs caused by inaccurate or late information are borne by the client.

§ 7 • Right of Withdrawal (Consumers)

For distance and off-premises contracts, consumers have a statutory right of withdrawal (§§ 312g, 355 German Civil Code). Details are set out in the Withdrawal Instruction in the annex to these Terms.

Under § 312g(2) of the German Civil Code, the right does not apply, among others, to services relating to accommodation, transport, car rental, catering or leisure activities where the contract provides for a specific date or period of performance.

If the consumer has expressly requested that performance begin during the withdrawal period, they owe reasonable compensation for the services already provided upon withdrawal (§ 357 German Civil Code).

§ 8 • Cancellation by the Client (Service Bookings)

If the client cancels a confirmed service booking outside any statutory withdrawal right, the following cancellation fees apply, reflecting reserved capacities and third-party costs:

- up to 28 days before the service date: 25 % of the total price
- 27–14 days before: 50 %
- 13–7 days before: 75 %
- less than 7 days before, or no-show: 100 %

Where binding third-party cancellation terms apply, the higher provable costs may be charged. Saved expenses are credited to the client.

§ 9 • Cancellation by IATH

IATH may cancel for objective reasons beyond reasonable control (force majeure, safety concerns, supplier failure, regulatory restrictions, operational impossibility). The client receives either a refund for the affected service or a comparable alternative, subject to availability.

§ 10 • Amendments & Changes

Changes or rescheduling require written confirmation and are subject to availability. Additional costs may apply and are disclosed prior to confirmation.

§ 11 • Service Delays & Adjustments

Service timings and parameters may change due to circumstances beyond IATH's control. IATH will make reasonable efforts to inform the client of material changes without undue delay.

§ 12 • Travel Services / Package Travel Law

Where several travel services are combined for the same trip, the rules on package travel (§§ 651a et seq. German Civil Code) or on the facilitation of linked travel arrangements (§ 651w) may apply. IATH will then inform the client before conclusion in accordance with Art. 250 f. of the Introductory Act and fulfil any statutory duties (in particular insolvency protection, § 651r).

§ 13 • Memberships — Term & Renewal

Memberships (Signature, Privé, Private Office) run for a fixed term of 12 months from the start date.

A membership ends automatically at the end of the term. To continue, the member actively renews; there is no automatic renewal or charge, and no cancellation is required.

IATH reminds the member about 4 weeks before the term ends. The renewal fee may differ from the original fee; granted Founding Member rates remain unaffected.

Memberships are limited in number and offered by application. IATH may decline an application or operate a waiting list.

§ 14 • Memberships — Fee, Payment & Refund

The annual fee is payable in advance, by bank transfer or secure payment link; by agreement, quarterly.

Consumers have a 14-day right of withdrawal from the start of the membership (annex), with a full refund within this period.

After the 14-day period, the fee is non-refundable. A member may discontinue at any time, but access and benefits remain until the end of the paid term; no pro-rata refund is given.

Founding Member rates, where granted, are held for the duration of continuous membership and lapse if it ends.

§ 15 • Memberships — Benefits, Availability & Transfer

Stated response times are service targets within the applicable hours, not guaranteed deadlines. Benefits such as welcome gifts, curated experiences, upgrades and privileges are subject to availability and may vary in form.

Membership is personal and not transferable without IATH's consent. A Private Office membership may include several authorised users as agreed.

§ 16 • Liability

IATH is liable for damages only in cases of intent or gross negligence. For simple negligence, liability is limited to foreseeable, contract-typical damages. Liability for death or personal injury, for mandatory statutory consumer rights, and for liability that cannot be excluded under applicable law remains unaffected.

§ 17 • Third-Party Services

Where services are provided by third parties, their performance is subject to their own terms. IATH remains responsible for proper arrangement and for its information duties under EU law.

§ 18 • Confidentiality & Data Protection

IATH treats all client information as strictly confidential and shares it with third parties only as necessary to perform the requested service. A separate non-disclosure agreement may apply.

Personal data is processed in accordance with the GDPR; details are set out in the separate privacy policy (Art. 13 GDPR).

§ 19 • Consumer Dispute Resolution

IATH is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration body (§ 36 German Consumer Dispute Resolution Act). The EU online dispute resolution platform was discontinued on 20 July 2025.

§ 20 • Amendments to these Terms

IATH may amend these Terms with effect for the future. Existing members are informed of changes in text form; unless the member objects within a reasonable period, the amended Terms apply from the next renewal.

§ 21 • Set-off & Right of Retention

The client may set off only claims that are undisputed or have been finally adjudicated. A right of retention applies only where the counterclaim arises from the same contractual relationship.

§ 22 • Force Majeure

If IATH is prevented from performing by force majeure or other unforeseeable events beyond its control (e.g. natural events, strikes, official measures, supplier failure, pandemics), the affected obligations are suspended for the duration of the impediment. Payments already made for services not rendered are refunded; further claims are excluded to the extent permitted by law.

§ 23 · Business Clients (Entrepreneurs)

If the client is an entrepreneur (§ 14 German Civil Code), a legal entity under public law or a special fund under public law (e.g. a company holding a Private Office membership), the following also applies: there is no consumer right of withdrawal; the exclusive place of jurisdiction for all disputes is IATH's registered seat (Frankfurt am Main); the consumer-protection provisions of these Terms do not apply.

§ 24 · Governing Law, Jurisdiction & Language

These Terms are governed by the laws of the Federal Republic of Germany, excluding the UN CISG. Mandatory consumer protection laws of the client's country of residence remain unaffected. The German version of these Terms prevails; this English text is for information only.

§ 25 · Severability

Should any provision be invalid or unenforceable, the remaining provisions remain unaffected.

Annex · Withdrawal Instruction (Consumers)

Right of withdrawal. You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day of conclusion of the contract.

To exercise the right of withdrawal, you must inform us (I AM THE HUMAN, Ishak Benammi El Ouahabi, Mammolshainer Straße 40, 60326 Frankfurt am Main, Deutschland, phone +49 1522 3807286, email info@iamthehuman.com) of your decision to withdraw by a clear statement (e.g. a letter sent by post or an email). You may use the attached model withdrawal form, but it is not obligatory. To meet the deadline, it is sufficient to send your communication before the period expires.

Effects of withdrawal. If you withdraw, we shall reimburse all payments received from you without undue delay and within fourteen days at the latest from the day we are informed of your withdrawal, using the same means of payment as in the original transaction unless expressly agreed otherwise; you will not incur any fees for this reimbursement.

If you requested that services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of services already provided up to the time you informed us of your withdrawal, compared with the full scope of services under the contract.

Annex · Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract.)

To: I AM THE HUMAN, Ishak Benammi El Ouahabi, Mammolshainer Straße 40, 60326 Frankfurt am Main, Deutschland, email info@iamthehuman.com.

I/We (*) hereby withdraw from the contract concluded by me/us (*) for the provision of the following service (*): _____

- Ordered on (*)/received on (*): _____
- Name of consumer(s): _____
- Address of consumer(s): _____
- Signature (only if notified on paper): _____
- Date: _____

(*) Delete as appropriate.

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