Terms of Service

Speaker Audit and agency partnership for business customers · Version of November 16, 2026

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1. Scope and business customers only

(1) These Terms of Service ("Terms") apply to all contracts between you ("Client") and Marin Niehues, doing business as Niehues Consulting, An Sankt Swidbert 1, 40489 Düsseldorf, Germany ("Stage Starter", "we", "us") for the Speaker Audit Compact, the Speaker Audit Premium and the agency partnership for developing,

promoting and submitting talks to conferences (together, the "Services"). These Terms apply to clients based outside the European Union, the European Economic Area and Switzerland, whatever the language or currency of the offer. Clients based within these countries contract under our Terms for clients in the EU (English translation of the German Terms, the German version prevails). The offer states which terms apply.

(2) We work exclusively with businesses. The Client acts in the course of its trade, business or profession and not as a consumer. When accepting an offer, the Client states its legal company name and its Employer Identification Number (EIN) or a comparable tax ID, or expressly confirms that it is a business customer. Services are not offered for personal, family or household purposes.

(3) Terms and conditions of the Client do not apply, even if we do not object to them.

2. Conclusion of contract

(1) An intro call or callback is free and non-binding. After the call we send a written offer (order form) by email.

(2) The contract is concluded when the Client accepts the offer in writing, by email or by electronic signature. By accepting, the Client confirms that it has read these Terms, including the arbitration agreement in Section 20, and accepts them. Electronic signatures and electronic records have the same effect as originals.

(3) The Speaker Audit Compact, the Speaker Audit Premium and the agency partnership are separate Services, each ordered separately.

(4) If the accepted offer regulates a point differently from these Terms, the offer prevails. Where the offer is silent, these Terms apply.

3. Services: Speaker Audit

(1) The Speaker Audit comes in two versions, Compact and Premium. The offer states which version is owed.

(2) The Speaker Audit Premium comprises a 30-minute kick-off meeting, our review of the materials provided by the Client (speaker persona, current position, recommended topic and approach, next steps, summarized in a written roadmap) and a joint 60-minute review meeting. We usually complete the review within one month of the kick-off meeting. If the Client does not provide materials, information or appointments in good time, this period is extended accordingly.

(3) The Speaker Audit Compact is carried out entirely in writing. The Client answers an online questionnaire and uploads the materials requested there. We evaluate the information against a fixed framework and send a written evaluation, as a rule within five to ten business days after receiving the complete information. Meetings and an individually developed story are not part of the Compact.

(4) We owe a careful, professional review and evaluation, not a particular outcome, rating or economic result. The audit is based on the information provided by the Client, and the Client is responsible for its accuracy and completeness.

4. Services: agency partnership

(1) In the agency partnership we provide, for a monthly fee, the services of the package booked by the Client as described in the offer. They may include in particular developing talks, writing abstracts for calls for papers, researching suitable conferences, submitting in the Client's name while monitoring deadlines, and following up with organizers. A service is owed only if the offer names it.

(2) The number and timing of submissions depend on suitable open calls for papers. Additional work beyond the booked package is agreed and invoiced separately.

(3) The Client gives its talks in person. Our work for a conference ends with the organizer's invitation or confirmation, unless the booked package includes further services such as conference communication or travel planning. Accepting or declining invitations, speaker agreements, preparing and giving the talk, travel and the consequences of a cancellation or no-show are the Client's responsibility. The Client indemnifies us against third-party claims arising from its cancellation or no-show.

(4) We may use employees, freelancers and subcontractors and remain responsible for their work.

5. No guarantee of results, success guarantee

(1) NO GUARANTEE OF RESULTS. ORGANIZERS ALONE DECIDE WHICH SPEAKERS THEY SELECT. WE DO NOT GUARANTEE THAT ANY SUBMISSION WILL BE ACCEPTED, THAT THE CLIENT WILL BE INVITED TO SPEAK, OR ANY BOOKINGS, LEADS, CLIENTS, REVENUE, VISIBILITY OR OTHER BUSINESS RESULTS. STATEMENTS ABOUT PAST RESULTS OF OTHER CLIENTS ARE NOT A PROMISE OF SIMILAR RESULTS.

(2) Success guarantee for the Gold and Black packages: If, during the agreed minimum term, the Client receives no invitation to speak despite having met its obligations under Section 7 in good time, we continue our services free of charge after the end of the minimum term until the first invitation, for at most the period stated in the offer (1 month for a 3-month term, 3 months for 6 months, 6 months for 12 months, 9 months for 24 months; none for the flexible monthly contract). An invitation is any written invitation or confirmation of a speaking slot by an organizer, whether or not the Client accepts it. The guarantee ends with the first invitation.

(3) The success guarantee in paragraph 2 is the only guarantee we give. It does not entitle the Client to a refund.

6. Authority to submit

(1) The Client authorizes us to submit application documents (in particular abstracts and speaker profiles) to conference organizers in its name, to confirm submissions and to communicate with organizers about the status of a submission. This includes creating and managing accounts on submission platforms such as Sessionize in the Client's name, accepting the platform terms required for their use, and storing the required information there. When the contract ends, we hand over the login details.

(2) The authority does not include concluding contracts with organizers, in particular accepting a speaking slot, signing speaker agreements or committing the Client to fees or other obligations. The Client takes these steps itself.

(3) Before the first submission, the Client approves the talk concept and the abstract versions once. Within the approved concept we may then adapt and submit further versions without separate approval.

(4) We submit paid applications (for example submission fees or paid speaking slots) only with the Client's prior written consent. Such third-party costs are borne by the Client.

7. Your cooperation

(1) The Client provides the materials, information and approvals we need in good time, as a rule within five business days of our request, attends agreed appointments and keeps its information up to date. If cooperation is late, our deadlines are extended accordingly.

(2) The Client warrants that all information about its person, qualifications and company is true and that it holds all rights needed for the materials it provides

(photos, videos, slides, texts, logos), including the consent of any persons depicted, and that their use does not violate third-party rights or confidentiality obligations. The Client indemnifies us against third-party claims arising from a breach of this warranty.

8. Credit for the Speaker Audit

(1) If the Client books a further paid Service after a completed Speaker Audit, in particular the agency partnership or, after a Compact, the Premium, the net amount paid for the audit is credited against the fee for that Service.

(2) The credit applies to bookings within 30 days of a Speaker Audit Compact and within 90 days of a Speaker Audit Premium, counted from the day after delivery of the written evaluation or roadmap. Only one audit is credited, namely the one with the highest price whose period is still running. The credit is applied to the invoices in their order and is not paid out.

9. Fees, invoicing and taxes

(1) All prices are in US dollars and net. Our services to business customers outside the European Union are not subject to German VAT; our invoices state this (Section 3a(2) German VAT Act). Any sales, use, withholding or similar taxes imposed in the Client's jurisdiction are borne by the Client, except taxes on our income. On request we provide a completed IRS Form W-8BEN.

(2) The Speaker Audit is invoiced after the contract is concluded and is payable in full in advance, for the Premium before the kick-off meeting and for the Compact before the evaluation begins.

(3) The fee for the agency partnership is invoiced monthly in advance. A one-off setup fee applies to the flexible monthly contract and to 3-month terms (Basic and Silver US$1,149, Gold and Black US$2,799) and is payable with the first invoice.

(4) Invoices are due within 14 days of the invoice date, without deduction or set-off, by bank transfer to the account stated on the invoice. Each party bears its own bank charges, and the Client bears the charges of intermediary banks.

(5) Overdue amounts bear interest at 1% per month or the maximum rate permitted by law, whichever is lower. If an invoice is more than 10 days overdue, we may suspend our services, in particular new submissions, until it is paid.

(6) Fees are non-refundable once a Service has begun. The setup fee is non-refundable. If the Client disputes an invoice, it notifies us in writing and the parties

resolve the matter under Section 20; the Client does not initiate payment reversals for services already rendered.

(7) We may adjust fees for the agency partnership with at least 30 days' written notice. A price increase during a fixed term applies only with the Client's consent; otherwise the existing fee applies until the end of that term.

10. Term, renewal and cancellation

(1) THE FLEXIBLE CONTRACT RUNS MONTH TO MONTH AND MAY BE CANCELED WITH 30 DAYS' NOTICE TO THE END OF A MONTH. A FIXED TERM (3, 6, 12 OR 24 MONTHS) CANNOT BE CANCELED FOR CONVENIENCE DURING ITS DURATION. AFTER THE MINIMUM TERM IT RENEWS AUTOMATICALLY FOR SUCCESSIVE PERIODS OF THREE MONTHS AT THE THEN-CURRENT FEE UNLESS EITHER PARTY CANCELS WITH 30 DAYS' NOTICE BEFORE THE END OF THE CURRENT PERIOD.

(2) We send the Client a reminder by email at least 30 days before each renewal, stating the renewal period, the fee and how to cancel.

(3) Cancellation is as easy as signing up: a short email to stagestarter@niehuesconsulting.de or a reply to the reminder is sufficient. We confirm every cancellation in writing.

(4) Either party may terminate for cause, in particular if the other party materially breaches the contract and does not cure the breach within 14 days of written notice, or in the event of a breach of Section 13 or 17.

(5) When the contract ends, all open submissions pass to the Client. We provide an overview with conference, deadline and status, and the authority under Section 6 ends.

11. Rescheduling appointments

(1) The Client may reschedule an agreed appointment free of charge up to 7 calendar days in advance. Between 7 days and 48 hours before the appointment, one free rescheduling is possible; a cancellation in this period costs 50% of the fee attributable to the appointment.

(2) For a cancellation less than 48 hours in advance or a no-show, the full fee attributable to the appointment remains payable. If we cancel an appointment, we offer a replacement promptly.

12. Name, likeness and rights in texts

(1) The Client grants us a non-exclusive, worldwide, royalty-free license to use its name, likeness, photos, biography and the materials it provides solely to perform the Services, in particular for submissions to organizers and platforms.

(2) Upon full payment, we grant the Client an exclusive, perpetual, worldwide right to use the final texts created for it (in particular talk concepts and abstracts). Until full payment, the texts may be used only for review and approval. Our methods, templates, frameworks and pre-existing materials remain ours.

(3) We name the Client as a reference, or use its testimonial, only with its prior written consent, which it may revoke at any time for future use. We do not condition any discount or benefit on the content of a testimonial.

13. Speaker Cockpit and data we provide

(1) For the duration of the contract we may give the Client personal access to an online area (Speaker Cockpit) with submissions, dates and research. There is no entitlement to uninterrupted availability or a particular range of functions. Access is personal and ends with the contract.

(2) All data we provide, in particular conference lists, research, contact persons and the content of the Speaker Cockpit, remain ours. The Client may use them solely for its own applications and appearances as a speaker under this contract. Passing them on, selling them, transferring them into databases or using them for sales or marketing is prohibited, also after the contract ends. Personal data of organizers' contacts is processed by the Client under its own data protection responsibility.

14. Confidentiality

Each party keeps the other's non-public information confidential and uses it only for the Services, also after the contract ends. Information that is publicly known, was already known without a duty of confidentiality, or is lawfully received from a third party is excluded. Disclosure to organizers and platforms as part of a submission is authorized.

15. Disclaimer and limitation of liability

(1) EXCEPT AS EXPRESSLY STATED IN THESE TERMS, THE SERVICES ARE PROVIDED WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR PARTICULAR RESULTS, TO THE EXTENT PERMITTED BY THE GOVERNING LAW.

(2) WE ARE LIABLE WITHOUT LIMITATION FOR INTENT AND GROSS NEGLIGENCE, FOR INJURY TO LIFE, BODY OR HEALTH, AND UNDER THE GERMAN PRODUCT LIABILITY ACT.

(3) FOR SLIGHT NEGLIGENCE WE ARE LIABLE ONLY FOR BREACH OF AN ESSENTIAL CONTRACTUAL OBLIGATION, THAT IS, AN OBLIGATION WHOSE FULFILLMENT MAKES PROPER PERFORMANCE OF THE CONTRACT POSSIBLE AND ON WHICH THE CLIENT MAY REGULARLY RELY. IN THAT CASE OUR LIABILITY IS LIMITED TO THE TYPICAL DAMAGE FORESEEABLE WHEN THE CONTRACT WAS CONCLUDED AND IN TOTAL TO THE FEES PAID BY THE CLIENT IN THE 12 MONTHS BEFORE THE CLAIM AROSE. OTHERWISE, LIABILITY FOR SLIGHT NEGLIGENCE IS EXCLUDED.

(4) TO THE EXTENT OUR LIABILITY IS LIMITED UNDER PARAGRAPH 3, WE ARE NOT LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, IN PARTICULAR NOT FOR THE REJECTION OF A SUBMISSION. NEITHER PARTY IS LIABLE FOR PUNITIVE OR EXEMPLARY DAMAGES.

(5) We are not liable for decisions, acts or omissions of organizers or platforms. These limitations also apply in favor of our employees, freelancers and agents.

16. Independent contractor, tools, non-exclusivity

(1) We act as an independent contractor. Nothing in the contract creates an employment, partnership or joint venture relationship.

(2) We may use software tools, including AI tools, to produce our work. Every text is reviewed by a person before it is sent. We do not warrant that texts are protectable by copyright.

(3) We work for several clients, including clients in the same field of expertise, and may submit them to the same conferences. Our relationships with organizers remain ours.

17. Compliance

(1) The Client represents that neither it nor its owners or managers are subject to sanctions administered by the United States (OFAC), the European Union or the United Nations, and that it will not use the Services in violation of sanctions or export control laws.

(2) Each party complies with applicable anti-corruption laws. Neither party offers or gives anything of value to organizers or their staff to influence a selection decision.

18. Privacy

We process personal data in accordance with our Privacy Policy. The Client warrants that it is entitled to provide us with any personal data of third persons and has informed them as required by law.

19. Force majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, pandemics, war, government action, outages of essential platforms or the cancellation of an event. Payment obligations for services already rendered remain.

20. Governing law and arbitration

(1) The contract is governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules.

(2) ARBITRATION. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE (ICC) BY A SOLE ARBITRATOR APPOINTED IN ACCORDANCE WITH THOSE RULES. THE EXPEDITED PROCEDURE PROVISIONS APPLY IRRESPECTIVE OF THE AMOUNT IN DISPUTE. THE SEAT OF ARBITRATION IS DÜSSELDORF, GERMANY. THE LANGUAGE OF THE ARBITRATION IS ENGLISH.

(3) Either party may seek interim or injunctive relief from any competent court. We may also bring claims for unpaid fees before the competent courts at the Client's place of business.

(4) CLASS ACTION WAIVER AND JURY TRIAL WAIVER. CLAIMS MAY BE BROUGHT ONLY IN A PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY COURT PROCEEDING ARISING FROM THE CONTRACT.

21. Final provisions

(1) The accepted offer and these Terms are the entire agreement between the parties and supersede all prior statements, including statements made in calls. Changes and additions require text form (email suffices).

(2) Notices are given by email to the addresses stated in the offer and take effect on the next business day.

(3) The Client may assign the contract only with our written consent. We may assign it to a successor in our business.

(4) Should a provision be invalid, the remaining provisions remain in effect, and the invalid provision is replaced by the statutory provision.

(5) Sections 9, 12 to 15, 17 and 20 survive the end of the contract.

(6) We may change these Terms for future offers. Changes to existing contracts require the Client's consent.

(7) These Terms are written in English, and the English version is binding.