

# TERMS OF SERVICE

## Olivera Coaching and Consulting

### 1. Understanding

- The terms and conditions below apply to all coaching and mentoring services provided by Olivera Coaching & Consulting (OCC), registered as Olivera Coaching and Consulting, to any individual or organisation (“the client”) and constitute the contract for the service to be provided by OCC for the client. The term ‘coaching’ as here used covers career coaching, career consulting and business coaching for clients and where applicable includes mentoring or supervision services provided for clients, coaches or others.
- Coaching is not psychological counselling or any type of therapy, and should not be construed as such.
- The date of purchase of any service provided by OCC shall be deemed to be the start date for the service. Where any client is unhappy with any of the terms and conditions they can contact OCC to discuss any concerns and see if they can be resolved before the first consulting session or any other service. Participation by any individual in the first consulting session constitutes acceptance of these terms and conditions.

### 2. Responsibility & Commitment

Olivera Coaching & Consulting (OCC) will seek to enable the client to set and achieve goals that will help to bring about desired outcomes for the client. The client has sole responsibility for any decisions they may make, following coaching/consulting with OCC. OCC accepts no liability for the client’s actions. OCC has no liability for any loss incurred by any client, whether financial or otherwise, following commencement of coaching/consulting sessions for any perceived failure by the client, whether justified or otherwise, to achieve a material improvement in the quality of life or to achieve their desired outcomes or goals.

### 3. Clarity & Style

OCC will discuss with the client their preferred style of coaching/consulting. The client has the right to talk openly and candidly with their coach, and the client is encouraged to discuss any concerns they have with OCC in any area of the coaching process. OCC welcomes openness and honesty.

Feedback about the service is welcomed and can be given during a coaching session or by writing to the coach representing OCC. OCC is continually striving to ensure the standard of service it provides to its clients remains outstanding.

### 4. Confidentiality

Personal information or business information supplied to OCC by the client in coaching/consulting sessions will be treated as confidential. It will not be disclosed to a third party without the client’s prior permission, save where required by law. All documentation

and information relating to the client will be held according to the GDPR 2018, except as permitted by the client in writing or as required by law.

## 5. Payment

- In return for the fees payable by the client (or by a third party on their behalf), OCC agrees to provide the service as listed on the website and in accordance with the terms and conditions set out below. The client agrees to pay fees for the service on the terms and conditions set out below (in situations where a third party pays the fees, the third party counts as an agent acting on behalf of the client).
- Fees can be paid by credit cards or money transfer online platforms. The invoice will be sent to the clients by e-mail unless otherwise requested.
- Fees are payable at least 7 days in advance of each coaching/consulting session. Where payment has not been received by OCC in advance of a session OCC is not obliged to provide the session.

## 6. Refunds

Any client who is dissatisfied with any **coaching/consulting session** can ask for a full refund for that particular video coaching session and this will be given, provided that the request for a refund has been made within five (5) days of the coaching session. In such cases, the client is required to put this in writing outlining their reasons for the dissatisfaction. If a client obtains a refund for a session in accordance with this clause, then the client and OCC each have the option to terminate this contract immediately, confirming such termination by email or letter. If either party does terminate this contract in such circumstances, then OCC will have no obligation to provide any further coaching sessions to the client and the client will, in turn, will be entitled to a refund for any future coaching sessions for which they have already paid which are no longer to be provided.

OCC will provide a refund for any of the **written services** under the following conditions:

- Full refund if the customer has paid for the service but it has not yet been delivered. Written email confirmation is required to request a refund.
- Partial refund if the service is performed but the customer deems it unsatisfactory within 5 calendar days of the service being delivered. Written email confirmation is required to request a refund. The Client will agree to never use and delete all the material produced until that point (from computer and cloud storage).
- Because OCC make it very clear that it does not guarantee any professional, educational, financial, or any other outcomes, and the service fee is for the writing, advice, and recommendations outlined in each service's scope, we do not offer refunds 5 calendar days after the service has been delivered. At this point, all sales are final. The Client will agree to never use and delete all the material produced until that point (from computer and cloud storage).

## 7. Cancellation & Rearranging Sessions

If the client needs to rearrange a coaching/consulting session, they should provide a 24 hours' notice. No refunds will be given to clients for unused sessions unless 24 hours' notice has been given. In exceptional circumstances OCC may need to rearrange a coaching session; in

these circumstances, OCC will use reasonable endeavours to provide a mutually satisfactory alternative appointment with the client.

If the Client cancels after beginning sessions and/or receiving services with OCC, they may only request a refund for the amount pertaining to remaining sessions or services. The Client will not have the right to cancel or request a refund after the services have been fully performed (after all sessions or services have been completed).

We reserve the right to modify or terminate services and the Client-Company relationship at any time for reasons such as, but not limited to, dangerous or criminal behaviour on the part of the Client, inappropriate or offensive behaviour from the Client, or irresponsible or disrespectful behavior from the Client. OCC will notify the Client with the reason for termination or modification and notice that it is effective immediately on the day that we contact the Client about modification or termination. In such situations, at the discretion of OCC, a refund may or may not be issued for any remaining sessions or services that were paid for but not completed.

## **8. ACCEPTANCE OF TERMS website**

Olivera Coaching & Consulting ( Olivera Anđelković ) owns and operates the website [www.oliveracoaching.com](http://www.oliveracoaching.com) and its related sites, applications (including mobile sites and applications), services and technology that are made available by Olivera Coaching & Consulting, together with any content, tools, forums, information sharing, and transactions available herein (collectively, the “Service”).

These terms of service govern your access to and use of the Service (“Terms of Service”). The Terms of Service shall be deemed to include all other operating rules, policies and procedures that are referred to herein or that may otherwise be published by Olivera Coaching & Consulting from time to time (collectively, “Policies”), including without limitation, the following:

For purposes of these Terms of Service “User-client” shall mean either you as an individual or the entity on whose behalf you are accepting these Terms of Service and who is afforded all rights and bound by all terms hereunder. User represents that he/she/it is authorized to accept these Terms of Service.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF SERVICE, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO ENTER INTO THIS AGREEMENT, THEN DO NOT USE OR DOWNLOAD OR OTHERWISE ACCESS ANY PART OF THE SERVICE. USING ALL OR ANY PART OF THE SERVICE WILL CONSTITUTE ACCEPTANCE AND CREATE A LEGALLY ENFORCEABLE CONTRACT UNDER WHICH YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF SERVICE, WITHOUT MODIFICATION.

## **9. CHANGES**

Olivera Coaching & Consulting reserves the right, at its sole discretion, to modify or replace the Terms of Service (including any Policy), in whole or in part, at any time. Change notices may be communicated by postings at the Service, via email, or other reasonable means. Users should periodically check the Terms of Service for changes. Continued use of the Service following any change to the Terms of Service constitutes User’s acceptance of those changes.

The Terms of Service may not otherwise be amended, except by a written agreement executed by User and Olivera Coaching & Consulting.

Olivera Coaching & Consulting may terminate, modify or suspend the Service, in whole or in part, at any time, with or without notice.

## **10. ELIGIBILITY**

You must be at least 18 years of age to visit the Site and use the Service. If you do not so qualify, you are prohibited from accessing or using the Service. Olivera Coaching & Consulting will not collect personally identifiable information from any person that is actually known to us to be a child under the age of 18. If Olivera Coaching & Consulting is alerted that a User is under the age of 18, Olivera Coaching & Consulting will take steps to remove the User's content and terminate and/or block his/her access to the Service.

Olivera Coaching & Consulting may refuse to offer or continue offering the Service to any person and may change its eligibility criteria from time to time.

## **11. REGISTRATION/subscription**

Registration is not required as a condition of gaining access to the Service.

## **12. PRIVACY**

Olivera Coaching & Consulting's current Privacy Policy is available at which shall apply to any use of the Service and which may be modified by Olivera Coaching & Consulting in its discretion from time to time pursuant to the procedures set forth therein.

## **13. USER CONDUCT**

User may only use the Service for his/her personal and noncommercial use, or as part of an evaluation of the Service with regard to potential commercial use thereof. Any commercial use of the Service requires a separate written agreement with Olivera Coaching & Consulting.

User will comply with all applicable laws, regulations and rules in connection with the Service. Without limiting the foregoing, Users shall not use the Service for the purpose of money laundering, bid rigging, price fixing or other unlawful collusion, price signaling or exchange of competitively sensitive data or information.

User may not use the Service in violation of these Terms of Service.

User agrees not to take any action using any aspect of the Service, in any manner, that:

- is unlawful, deceptive, misleading, fraudulent, threatening, abusive, harassing, libelous, invasive of another's privacy, tortious, obscene, profane or which otherwise violates the Terms of Service;
- infringes any patent, trademark, trade secret, copyright, right of publicity, privacy right or other right of any party;

- reveals any personal information about another individual, including another person's name, address, phone number, electronic mail address, credit card information or any other information that could be used to track, contact or impersonate that person;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"), chain letters or any form of lottery or gambling;
- imposes an unreasonable or disproportionately large load on Olivera Coaching & Consulting's computing, storage or communications infrastructure, or attempts to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or otherwise;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware or network system or to damage or obtain unauthorized access to any system, data or other information of Olivera Coaching & Consulting or any third party;
- harvests, scrapes or collects any information from the Site;
- seeks to solicit information from or about minors; or
- impersonates any person or entity, including any employee or representative of Olivera Coaching & Consulting.

Olivera Coaching & Consulting may, at its sole discretion, immediately suspend or terminate any User's access to the Service should its conduct fail (or appear to fail) to strictly conform to any provision of these Terms of Service.

Olivera Coaching & Consulting may, at any time, monitor, review, remove, retain or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request or investigation (including law enforcement). Olivera Coaching & Consulting is not responsible for any failure or delay in removing any such content.

#### **14. PROPRIETARY RIGHTS**

User acknowledges and agrees that the Service and all content and materials created by or for Olivera Coaching & Consulting and made available on or via the Service are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, and Olivera Coaching & Consulting (and its licensors) shall own and retain all rights, title and interests (including all intellectual property and proprietary rights) therein and thereto.

User may not to sell, license, reverse engineer, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of the Service or its content and materials.

Systematic retrieval of data or other content from the Site by any User to create or compile, directly or indirectly, a collection, database or directory is strictly prohibited.

#### **15. TERMINATION**

Olivera Coaching & Consulting may terminate any User's access to all or any part of the Service, with or without cause, with or without notice, effective at any time.

Upon any termination, User shall immediately cease using the Service, except that (a) all obligations that accrued prior to the effective date of termination and all remedies for breach of the Terms of Service shall survive and (b) Sections 9 – 16 shall survive.

## **16. DISCLAIMER OF ALL WARRANTIES**

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE”. THE SERVICE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. OLIVERA COACHING & CONSULTING AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) ANY RESULT OR OUTCOME CAN BE ACHIEVED. USER’S USE OF THE SERVICE IS SOLELY AT ITS OWN RISK.

## **17. LIMITATION OF LIABILITY**

User agrees that Olivera Coaching & Consulting shall not be responsible or liable for any material or data sent or received or not sent or received through the Service. User agrees that Olivera Coaching & Consulting is not responsible or liable for any threatening, defamatory, obscene, offensive, illegal or other content or conduct of any third party or any infringement of another’s rights, including intellectual property rights.

User agrees, in connection with any use of the Service: (a) to release Olivera Coaching & Consulting (and its licensors and suppliers) from any and all claims, demands, damages and liabilities, of any type and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with use of the Service by such User (including any disputes with other Users using the Service); and (b) to attempt to settle any disputes directly with such other User or other third party.

IN NO EVENT SHALL OLIVERA COACHING & CONSULTING (OR ITS AFFILIATES, LICENSORS AND SUPPLIERS) BE LIABLE CONCERNING ANY SUBJECT MATTER RELATED TO THE SERVICE REGARDLESS OF THE FORM OF CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF AMOUNTS PAID TO OLIVERA COACHING & CONSULTING BY USER (AND RETAINED BY OLIVERA COACHING & CONSULTING HEREUNDER DURING THE PREVIOUS 12-MONTH PERIOD) OR EUR50.00, WHICHEVER IS GREATER, EVEN IF OLIVERA COACHING & CONSULTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **18. INDEMNIFICATION**

User agrees to (a) defend Olivera Coaching & Consulting and its contractors and representatives against any action or suit by a third party that arises out of any transaction with Olivera Coaching & Consulting or another User in which User is involved, User's use or misuse of the Service, or User's breach of any of its representations, warranties or covenants under this Agreement and (b) indemnify Olivera Coaching & Consulting for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such a claim. Olivera Coaching & Consulting reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event User will assist and cooperate with Olivera Coaching & Consulting in asserting any available defenses.

## **19. INTERNATIONAL USE**

Olivera Coaching & Consulting makes no representation that the coaching/consulting services are appropriate or legally available for use in locations outside the Netherlands, and accessing and using the Service is prohibited from territories where doing so would be illegal. Users that access the Service from other locations do so at their own initiative and are responsible for compliance with local laws.

## **20. DISPUTES; CHOICE OF LAW AND FORUM**

User and Olivera Coaching & Consulting agree that any claim or cause of action arising out of or related to the Service must commence within three (3) months after the claim or cause of action arose; otherwise, such cause of action is permanently barred.

The Terms of Service shall be governed by and construed in accordance with the laws of the Kingdom of The Netherlands. In the event of any conflict between the Kingdom of The Netherlands and foreign laws, rules and regulations, the Kingdom of The Netherlands laws, rules and regulations shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms of Service. User expressly agrees that the exclusive jurisdiction for any claim or action arising out of or relating to the Terms of Service or use of the Site or Service shall be in the Kingdom of The Netherlands, and User further agrees and submits to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Service, including without limitation, this section.

## **21. INTEGRATION AND SEVERABILITY**

The Terms of Service (including the Policies) are the entire agreement between client and Olivera Coaching & Consulting with respect to access, use and operation of the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between client and Olivera Coaching & Consulting with respect to the Service. If any provision of the Terms of Service is found to be unenforceable or invalid, that

provision will be limited or eliminated to the minimum extent necessary so that the Terms of Service will otherwise remain in full force and effect and enforceable.

## **22. RESERVATION OF RIGHTS; COPYRIGHT AND TRADEMARK**

Any rights not expressly granted herein are reserved. OLIVERA COACHING & CONSULTING™ is the trademark of Olivera Andelkovic. The names and logos of companies and products mentioned in connection with the Service are the property of their respective owners.

If you believe that material or content residing or accessible on the Service infringes your copyright, please send a notice of copyright infringement containing the following information to Olivera Coaching & Consulting as specified below:

- Specific identification of the aspect of the Service to which the notice pertains.
- Identification of the work or material being infringed.
- Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that Olivera Coaching & Consulting is capable of finding and verifying its existence.
- Contact information about the notifying party (the Notifying Party), including name, address, telephone number and e-mail address.
- A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
- A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.
- The Notifying Party's physical or electronic signature.

Designated Agent to Receive Notification of Claimed Infringement.
Olivera Coaching & Consulting
Lijsterbesstraat 181, The Hague, Netherlands
Attn: Copyright Policy
Email: <a href="mailto:olivera.andjelkovic@oliveracoaching.com">olivera.andjelkovic@oliveracoaching.com</a>

## **23. GENERAL PROVISIONS**

User may not assign, transferable or delegate any right of obligation under these Terms of Service. Any attempted assignment, transfer or delegation will be void. All waivers, consents and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment relationship is created as a result of the Service or Terms of Service, and neither party has any authority of any kind to bind the other in any respect. All notices to Olivera Coaching & Consulting under this Agreement will be in writing and deemed received: three days after being sent by certified or registered mail, return receipt requested, or next day after being sent by recognized overnight delivery service to the following address: Lijsterbesstraat 181, The Hague, Netherlands.