

General Terms and Conditions for Coachality

www.coachality.com

1. General principles / Scope

- 1.1. These General Terms and Conditions shall apply exclusively to all business transactions between the Client (the Coachee) and the Contractor (Coachality as the agency platform).

The general terms and conditions between the client (the Coachee) and the Coach (the Coach as a service provider in the context of the coaching session) apply. In case of doubt, please ask your Coach.

In the following, the terms "Coachee", "Coach" and "Coachality" are used.

The version, valid at the time the Contract is executed, shall be applicable.

- 1.2. The offer (the service of finding a Coach) is aimed at business owners (entrepreneurs, self-employed, freelancers, etc.) and consumers (employees, private individuals, etc.) who want to overcome professional challenges.
- 1.3. These General Terms and Conditions shall also apply to any future contractual relationships even if these General Terms and Conditions are not expressly referred to in future Contracts.
- 1.4. Any conflicting General Terms and Conditions on the part of the Coachee shall be invalid unless they have been explicitly accepted in writing by Coachality and/or the Coach.
- 1.5. If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any Contracts executed pursuant to these provisions shall not be affected thereby. The invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

2. Type and scope of assignments

- 2.1. The services offered by Coachality, which are offered on the homepage <https://www.coachality.com> and to which these terms and conditions refer, include exclusively a service of interconnection for virtual coaching sessions.
- 2.2. Coachality offers a service of interconnection between the Coachee and the Coach, but cannot be held responsible for the quality, content or result of the coaching sessions. Any claims arising from the coaching services are to be made exclusively to the Coach directly.
- 2.3. In coaching, professional (technical) questions and challenges are discussed with a Coach. The aim is for the Coachee to identify and implement the best solution for him/herself at their own risk. A guarantee of success, in whatever form, cannot be given.
- 2.4. The professional capacities of the Coach and his/her main topics are presented in his/her profile on the homepage www.coachality.com and possibly on other websites of the Coach (e.g. LinkedIn profile). The Coachee is responsible and free to choose the professional.
- 2.5. The scope of each particular coaching assignment (duration, frequency, topic, goal, etc.) shall be individually agreed by Contract between the Coach and the Coachee.

3. Obligations

- 3.1. The Contracting parties commit to be mutually loyal.
- 3.2. All sides ensure that the technical equipment for virtual meetings are functional and that disturbances are unlikely to occur in an effort to optimise the time and quality during the coaching session.
- 3.3. The Coachee will inform the Coach about relevant previously conducted and/or other ongoing coaching sessions, counselling and the like - including in other areas of expertise.
- 3.4. The Coachee is responsible for sharing all information necessary for the fulfilment and execution of the coaching session with the Coach, which could be of significance for the success of the coaching assignment - even without the Coach's specific request.

4. Protection of intellectual property

- 4.1. The Coach shall retain all copyrights to any work done by the Coach and/or by persons working for the Coach and/or by third parties employed by the Coach (including but not limited to tenders, reports, analyses, expert opinions, organisation charts, programmes, performance descriptions, drafts, calculations, drawings, data media, etc.). During the Contract period and after the termination thereof, the Coachee may use these materials exclusively for the purposes described under the Contract. Therefore, the Coachee shall not be entitled to copy or distribute these materials without the explicit consent of the Coach. Under no circumstances, shall the Coach be liable to third parties, in particular for the accuracy of the material, in the event of unauthorised copying/distribution of the material.
- 4.2. In the event of any violation of these provisions by the Coachee, the Coach and/or Coachality shall be entitled to the immediate termination of the Contract relationship and to assert any other statutory claims, in particular claims for omissions and/or damages.

5. Warranty

- 5.1. The Coach and/or Coachality shall be entitled and obligated, regardless of fault, to correct any errors and/or inaccuracies in the work and presentation which have become known subsequently. The Coach or Coachality will immediately inform the Coachee thereof.
- 5.2. This right of the Coachee expires six months after completion of the respective service.

6. Liability / damages

- 6.1. The Coach and/or Coachality shall be liable to the Coachee for damages only to the extent that these are the result of a serious fault (intention or gross negligence).
- 6.2. Any claim for damages on the part of the Coachee may only be enforced by law within six months after they have gained knowledge of the damage and the liable party, but no later than three years after the incident upon which the claim is based.
- 6.3. The Coachee shall furnish evidence of the Coach's and/or Coachality's fault.

7. Confidentiality / data protection

- 7.1. It is necessary to collection, process and use personal data of the Coachee in order to provide the coaching service. It is done so, in accordance with applicable legal data protection regulations. Additional information can be found in the privacy policy of Coachality which is part of these GTC and when it applies in the additional privacy policy statements of the Coach.

- 7.2. The Coach shall be obligated to maintain complete confidentiality concerning all business matters made known to the Coach in the course of services performed, especially trade and company secrets and any other information concerning type and/or scope of business and/or practical activities of the Coachee.
- 7.3. The Coach shall be obligated to maintain complete confidentiality towards third parties concerning the content of the work completed, as well as any information and conditions that contributed to the completion of the work, particularly concerning data on the Coachee's clients.
- 7.4. The Agent shall not be obligated to maintain confidentiality towards any person working for the Coach or representatives of the Coach. However, the Coach is required to obligate such persons to maintain complete confidentiality and shall be liable for any violation of confidentiality on their part in the same way as if the Coach had breached confidentiality.
- 7.5. The obligation to maintain confidentiality shall persist indefinitely even after the termination of this Contract. This shall not apply in case the Agent is legally required to disclose information.
- 7.6. The Coach and/or Coachality shall be entitled to use any personal data entrusted to the Coach for the purposes of the services performed. The Coach shall guarantee the Coachee that all necessary measures will be taken, especially those regarding the European GDPR, e.g. that declarations of consent are obtained from the persons involved.

The Coachee expressly consents to the processing of his/her data for the purpose of the pre-Contractual or Contractual provision of services.

8. Remuneration

- 8.1. Für die vereinbarte Coachingeinheit erhält der Coach ein Honorar gemäß den auf der Homepage von Coachality ausgewiesenen Tarifen. Die dort angegebenen Tarife verstehen sich netto in Euro, ohne die gesetzliche MwSt, soweit dies nicht anders angegeben ist. Bei einer Verlängerung der vereinbarten Zeit einer Session werden die Tarife, aufgerundet auf die nächste volle Viertelstunde, aliquot berechnet.

After completion of the coaching services agreed upon, the Coach shall receive remuneration according to the rates shown on the homepage of Coachality. The rates stated there are net in Euros, unless otherwise stated. In the event of an extension of the agreed time of a session, the rates will be calculated on a pro rata basis, rounded up to the next full quarter of an hour.

- 8.2. The service fee is due upon invoicing by the Coach or his/her assistants (e.g. Coachality). Remuneration shall be due and payable immediately after rendering accounts by the Coach.
- 8.3. The Coach shall render accounts which entitle to deduct input tax and contain all elements required by law.
- 8.4. The Coachee shall cancel a scheduled appointment up to 4 work days prior to the scheduled appointment freely. The Coachee assures a verifiable means of communication (e.g. SMS, e-mail). In the event that the agreed coaching appointment is cancelled by the Coachee within 4 days of the scheduled appointment the Coach shall be entitled to claim payment in full of the remuneration agreed upon in advance.
- 8.5. The Coachee shall be entitled to stop the coaching session with a new Coach - where the Coachee and the Coach meet for the first coaching session - within the first 20 minutes without penalty. In this case the Coachee will not be charged.
- 8.6. In the event that the coaching service agreed upon is not completed due to reasons on the part of the Coachee, or due to a premature termination of Contract by the Coach for cause, the Coach shall be entitled to claim payment in full of the remuneration agreed upon in advance.

9. Electronic invoicing

- 9.1. The Coach and/or Coachality shall be entitled to transmit invoices electronically. The Coachee explicitly agrees to accept invoices transmitted electronically by the Coach and/or Coachality.

10. Duration of the Contract

- 10.1. This Contract shall terminate upon the completion of the coaching session and the corresponding invoice.
- 10.2. Apart from this, this Contract may be terminated for good cause by either Party at any time without notice. Grounds for premature termination include the following:
- A Party breaches major provisions of the Contract; or
 - A Party is in default of payment after insolvency proceedings have been opened; or
 - A Party has substantiated concerns regarding the other Party's creditworthiness, without any insolvency proceedings, and such other Party does not make any advance payments upon the request of the Coach/provide any suitable guarantee in advance upon the request of the Coach, and such negative financial circumstances have not been known to the other Party at the time of execution of the Contract.

11. Dispute resolution through mediation

- 11.1. For entrepreneurs and business owners: In the event that any disputes, which cannot be solved by mutual agreement, arise from this Contract, the Parties to the Contract agree to engage a listed mediator (Austrian Civil Rights Mediation Law (ZivMediatG)) specialised in business mediation from the list of the Austrian Ministry of Justice in order to reconcile these out of court (<https://mediatoren.justiz.gv.at/>).
- 11.2. As agreed, all necessary costs incurred due to previous mediation, particularly for legal advisors consulted, may be claimed in litigation or arbitration as "pre-trial costs".
- 11.3. Should no mutual agreement regarding the selection of the business mediator or with regard to content be possible, legal measures shall be initiated no sooner than one month after the negotiations fail.
- 11.4. For consumers and private customers: In the event of disputes arising from this Contract that cannot be settled amicably, the Contracting parties agree by mutual consent to settle the dispute out of court in a conciliation procedure through the [www.ombudsstelle.at](http://ec.europa.eu/odr) or <http://ec.europa.eu/odr>.
- 11.5. In the event that mediation could not be held or was discontinued, any litigation initiated shall be subject to the law of the place of business of the Coach or Coachality.

12. Contact details

- 12.1. Contact details for the platform: Coachality c/o KNOPP Beratung + Training e.U., Anna-Hand-Weg 4/3/58, 1030 Wien, Tel: +43 680 2049844, Mail: knopp@knopp.at
- 12.2. Please find available contact details for each Coach on their individual profile page (e.g. LinkedIn, Webpage, Calendly).

13. Final provisions

- 13.1. The Contracting parties confirm that they have provided all information in the Contract conscientiously and truthfully and undertake to notify each other immediately of any changes.
- 13.2. Modifications of and amendments to this Contract or these General Terms and Conditions shall be made in writing; this shall also apply to a waiver of this requirement. Subsidiary agreements have not been executed.
- 13.3. This Contract is governed by the substantive law of the Republic of Austria, excluding the conflict-of-law rules of international private law and CISG. Place of fulfilment is the registered place of business of the Coach. The court at the registered place of business (Coach and/or Coachality acting as connecting agent) shall be competent in any disputes.

Version: please see date in footer