

TERMS OF SERVICE

1. Services Offered:

Devolu Vision specializes in providing comprehensive coaching services to entrepreneurs. Our coaching approach combines proven coaching methodologies with neuroscience principles, including neuroleadership, to help clients achieve their business goals and personal growth objectives.

During coaching sessions, our experienced coaches work closely with clients to develop effective business strategies, enhance leadership capabilities, and cultivate a growth mindset. The coaching process may include, but is not limited to:

- Conducting in-depth assessments of clients' current business challenges, strengths, and areas for improvement.
- Collaboratively setting specific and measurable goals to guide the coaching journey.
- Providing guidance and support in creating actionable plans to overcome obstacles and achieve desired outcomes.
- Offering tools and techniques rooted in neuroscience to promote cognitive agility, emotional intelligence, and decision-making skills.
- Facilitating reflective exercises and thought-provoking conversations to foster self-awareness and personal development.
- Providing accountability and regular progress evaluations to ensure sustained growth and measurable results.

Please note that the exact structure and content of coaching sessions will be tailored to meet the unique needs and objectives of each client. The frequency, duration, and mode of coaching (in-person, virtual, or a combination) will be mutually agreed upon by the client and assigned coach. Keep in mind that you can further expand on your coaching methodology, approach, or specific techniques in other sections of the terms of service or in supplemental materials provided to clients. It's essential to strike the right balance between providing sufficient information and avoiding overwhelming your terms of service with excessive details.

2. User Registration:

Currently, Devolu Vision does not require users to register or create an account to access our coaching services. Users can directly engage with our coaching team through the designated channels provided on our website.

In the future, as part of our expansion, we may introduce an account system to facilitate the sale and delivery of courses. If such an account system is implemented, users will be required to register an account to access certain course materials and participate in course activities. The account registration process will involve providing accurate and up-to-date information, including personal details and payment information, as necessary.

By registering an account, users agree to provide truthful and complete information and to keep their account credentials confidential. Users will be responsible for all activities that occur under their account. Devolu Vision reserves the right to suspend or terminate an account if any violation of the terms of service or applicable laws occurs.

Please note that the current absence of an account system does not exempt users from complying with other provisions outlined in these terms of service.

3. Payment and Billing:

- a. Pricing: The pricing for Devolu Vision's coaching services will be clearly communicated on our website or other designated platforms. All prices are stated in the applicable currency and are exclusive of any applicable taxes or fees, unless otherwise indicated.
- b. Payment Methods: We currently accept payment via bank transfers, PayPal, credit cards. Additional payment methods may be added or modified at our discretion. Users are responsible for providing accurate and valid payment information.
- c. Billing: For one-on-one coaching sessions or other services requiring payment, clients will be invoiced based on the agreed-upon pricing and frequency. Invoices will be sent to the email address provided by the client or made available through their client portal, if applicable. The client agrees to ensure timely payment of all invoices.
- d. Late Payments: In the event of late or non-payment, Devolu Vision reserves the right to take appropriate actions, which may include suspending or terminating services until outstanding payments are settled. Additional charges, such as interest or collection fees, may be incurred for late payments as permitted by applicable laws or regulations.
- e. Currency Conversion: If the client's payment is made in a currency other than the one stated on our website or invoice, currency conversion fees may apply. These fees will be borne by the client, and the converted amount will be based on prevailing exchange rates at the time of payment.
- f. Refunds: Devolu Vision's refund policy is as follows: re Refund and Cancellation Policy document. Refunds, if applicable, will be processed using the original payment method.

Please note that the payment and billing terms outlined here are subject to change. Clients will be notified in advance of any modifications or updates to these terms.

4. Scheduling and Session Delivery:

- a. Scheduling: Coaching sessions with Devolu Vision will be scheduled based on mutual availability between the client and the assigned coach. The scheduling process may involve communication through email, phone calls, or other agreed-upon means of contact.
- b. Session Duration: The duration of each coaching session will be agreed upon in advance between the client and the assigned coach. Typically, sessions are scheduled for 60minutes. However, session duration may vary based on the specific needs and preferences of the client.
- c. Session Format: Coaching sessions can be conducted in-person, over the phone, or via video conferencing platforms, such as Zoom, Skype, or other mutually agreed-upon platforms. The preferred mode of session delivery will be determined based on the client's location, availability, and technological capabilities.
- d. Session Cancellations and Rescheduling: If the client needs to reschedule or cancel a coaching session, it is requested that they provide an apology and notice at least 48 hours before the scheduled session. Devolu Vision understands that unforeseen circumstances may arise, and we strive to accommodate such situations to the best of our ability.
- e. No-show Policy: In the event of a client's failure to attend a scheduled coaching session without prior notice or within a reasonable timeframe, Devolu Vision reserves the right to consider it a missed session. Missed sessions may not be rescheduled, and the client will be responsible for the session fee.
- f. Confidentiality: All coaching sessions conducted by Devolu Vision are strictly confidential. Information shared during coaching sessions will be treated with the utmost confidentiality, except in cases where disclosure is required

by law or with the explicit consent of the client. Our confidentiality policy provides further details on how client information is handled and protected.

5. Client Responsibilities:

a. **Active Participation:** Clients are expected to actively participate in the coaching process, including being open and honest in their communication with the assigned coach. It is important for clients to provide accurate and complete information regarding their goals, challenges, and expectations to ensure the effectiveness of the coaching sessions.

b. **Commitment and Accountability:** Clients are responsible for their commitment to the coaching process and for taking ownership of their personal and professional development. This includes implementing strategies, action plans, and recommendations discussed during coaching sessions. Clients are encouraged to engage in self-reflection, practice self-accountability, and embrace opportunities for growth.

c. **Timeliness:** Clients are expected to be punctual and adhere to the agreed-upon schedule for coaching sessions. Promptness allows for the effective utilization of the allocated session time and demonstrates respect for both the assigned coach's time and the coaching process.

d. **Confidentiality:** Clients are responsible for maintaining the confidentiality of any sensitive information shared during coaching sessions. They should refrain from disclosing or discussing any details about other clients, coaches, or proprietary information of Devolu Vision.

e. **Professional Conduct:** Clients are expected to conduct themselves in a professional manner throughout the coaching relationship. This includes showing respect, courtesy, and open-mindedness during coaching sessions, as well as refraining from engaging in any behavior that may be deemed abusive, discriminatory, or unethical.

f. **Compliance with Applicable Laws:** Clients are responsible for complying with all applicable laws, regulations, and industry standards in relation to their business practices, actions, and decisions. Devolu Vision does not condone or support any illegal or unethical activities.

By engaging in coaching services provided by Devolu Vision, clients acknowledge and accept these responsibilities.

6. Intellectual Property:

a. **Ownership:** Unless otherwise stated in a separate agreement, all intellectual property rights, including but not limited to copyrights, trademarks, and trade secrets, associated with the coaching services, materials, online courses, videos, PDFs, and other content provided by Devolu Vision are the sole property of Devolu Vision or its licensors.

b. **Limited License:** Clients are granted a limited, non-exclusive, non-transferable license to access and use the coaching materials, online courses, videos, PDFs, and other content provided by Devolu Vision solely for their personal and professional development purposes. This license does not permit clients to modify, distribute, reproduce, or commercially exploit the materials or content without the prior written consent of Devolu Vision.

c. **Online Course Materials:** Devolu Vision may develop and provide online courses, including course materials, videos, and PDFs, to clients. These online course materials are protected by intellectual property rights and are intended for the exclusive use of clients who have enrolled in the respective courses. Clients shall not share, distribute, or reproduce these online course materials without the express written consent of Devolu Vision.

d. **Ownership of Client Content:** Any content or materials created by clients as part of their participation in online courses or coaching sessions remain the sole property and responsibility of the client. Clients retain the copyright and intellectual property rights to their original content. By sharing their content with Devolu Vision, clients grant Devolu Vision a non-exclusive, royalty-free license to use, reproduce, modify, and distribute the client-owned content solely for the purpose of providing coaching services and online course support.

e. Confidentiality of Online Course Materials: Clients acknowledge that the online course materials provided by Devolu Vision, including videos, PDFs, and other digital resources, are confidential and proprietary. Clients agree not to disclose, share, distribute, or reproduce these materials without the express written consent of Devolu Vision.

f. Feedback: Devolu Vision welcomes feedback, suggestions, or ideas shared by clients regarding the coaching services, online courses, and materials. However, clients acknowledge that any feedback provided may be used by Devolu Vision without any obligation of confidentiality or compensation.

7. Confidentiality and Data Protection:

a. Confidentiality: Devolu Vision acknowledges and respects the importance of maintaining the confidentiality of client information shared during coaching sessions. All information disclosed by clients, including personal, professional, and business-related details, will be treated as strictly confidential, except in cases where disclosure is required by law or with the explicit consent of the client.

b. Data Protection: Devolu Vision is committed to protecting the privacy and personal data of its clients. The collection, use, storage, and processing of client data will be conducted in accordance with applicable data protection laws and regulations. Please refer to our Privacy Policy for detailed information on how we handle and safeguard client data.

c. Non-Disclosure: Devolu Vision's coaches and staff members are bound by confidentiality obligations and will not disclose or use any client information shared during coaching sessions for personal gain or unauthorized purposes. This obligation extends beyond the termination of the coaching relationship.

d. Third-Party Disclosures: Devolu Vision may engage third-party service providers or contractors to assist in delivering coaching services. These third parties will be bound by confidentiality obligations and will only have access to client information as necessary to perform their designated tasks.

e. Data Security: Devolu Vision employs industry-standard measures to ensure the security and integrity of client data. However, clients understand that no method of data transmission or storage can be guaranteed as completely secure. Clients are responsible for taking appropriate precautions to protect their own information and are encouraged to use secure communication channels when sharing sensitive or confidential data.

f. Consent: By engaging in coaching services provided by Devolu Vision, clients give their consent for Devolu Vision to collect, use, store, and process their personal data in accordance with applicable laws and regulations and as described in the Privacy Policy.

8. Payment and Billing:

a. Fees and Payment Terms: Clients agree to pay the fees associated with the coaching services as outlined in the pricing and payment terms provided by Devolu Vision. The applicable fees may vary based on the specific coaching program, package, or service selected by the client. Payment terms, including due dates, accepted payment methods, and any applicable late payment fees, will be communicated to the client prior to the commencement of the coaching relationship.

b. Invoicing: Devolu Vision will provide clients with an invoice or receipt for the coaching services rendered. The invoice will specify the amount due, payment due date, and the accepted payment methods. Clients are responsible for providing accurate billing information and promptly notifying Devolu Vision of any changes or updates to their billing details.

c. Late Payments: In the event of a late payment, Devolu Vision reserves the right to charge late payment fees or suspend services until payment is received. Any additional costs incurred by Devolu Vision in relation to the collection of late payments, such as collection agency fees or legal expenses, may be passed on to the client.

d. Refunds and Cancellations: Refunds and cancellation policies may vary based on the specific coaching program, package, or service. Clients are encouraged to review and understand the refund and cancellation terms provided by Devolu Vision prior to engaging in the coaching services. Requests for refunds or cancellations should be submitted in accordance with the specified policies.

e. Taxes: Clients are responsible for any applicable taxes, duties, or similar charges imposed by local authorities in relation to the coaching services. The fees quoted by Devolu Vision may not include such additional charges unless explicitly stated.

f. Disputes: In the event of any billing disputes, clients are encouraged to contact Devolu Vision's customer support or designated billing contact to resolve the issue in a timely and amicable manner.

9. Dispute Resolution:

a. Informal Resolution: In the event of any dispute, controversy, or claim arising out of or relating to the coaching services or these terms and conditions, clients and Devolu Vision agree to first attempt to resolve the matter amicably through informal discussions. Both parties will make reasonable efforts to communicate openly and seek a mutually acceptable resolution.

b. Mediation: If an informal resolution cannot be reached, clients and Devolu Vision agree to engage in mediation before pursuing any formal legal proceedings. Mediation involves the use of a neutral third party to facilitate discussions and assist in finding a resolution. The costs associated with mediation, including the mediator's fees, will be shared equally between the parties, unless otherwise agreed upon.

c. Jurisdiction and Governing Law: These terms and conditions shall be governed by and construed in accordance with the laws of the Czech Republic. Any disputes arising out of or in connection with these terms and conditions, including any non-contractual disputes or claims, shall be subject to the exclusive jurisdiction of the courts of the Czech Republic.

d. Severability: If any provision of these terms and conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

e. Waiver: The failure of either party to enforce any provision of these terms and conditions shall not be deemed a waiver of its right to enforce such provision or any other provision in the future.

10. Termination and Cancellation:

a. Termination by Client: Clients have the right to terminate the coaching services at any time by providing written notice to Devolu Vision. Upon receipt of the termination notice, Devolu Vision will make reasonable efforts to conclude the coaching services promptly and in accordance with any applicable refund policies. However, clients understand and acknowledge that prepaid fees for unused sessions or programs may not be refundable, except as explicitly provided in the refund policy.

b. Termination by Devolu Vision: Devolu Vision reserves the right to terminate the coaching services with a client at any time if there is a material breach of these terms and conditions or for reasons that make the continuation of the coaching relationship impractical or untenable. In such cases, clients will be provided with a written notice outlining the reasons for termination. Devolu Vision's decision to terminate the coaching services shall be final and binding.

c. Refunds upon Termination: In the event of termination by either party, any unused portion of prepaid coaching fees for sessions or programs that have not been delivered shall be refunded to the client in accordance with the applicable refund policies. Devolu Vision reserves the right to deduct any reasonable costs or expenses incurred up to the date of termination from the refund amount.

d. Cancellation Policy: Clients are required to adhere to the cancellation policy set forth by Devolu Vision for individual coaching sessions and programs. Failure to provide adequate notice for cancellations may result in forfeiture of the session or program fees. Devolu Vision reserves the right to charge a cancellation fee for late cancellations or no-shows.

e. Effect of Termination: Upon termination of the coaching services, all rights and licenses granted to clients in connection with the coaching materials and resources shall cease, and clients shall promptly return or delete any proprietary materials or intellectual property provided by Devolu Vision. Clients shall not retain or use any coaching materials beyond the termination date without the express written consent of Devolu Vision.

f. Post-Termination Support: Devolu Vision may, at its discretion, provide limited post-termination support for a specified period following the conclusion of the coaching services. The extent and nature of such support will be determined by Devolu Vision and communicated to the client accordingly. Devolu Vision reserves the right to modify or discontinue any post-termination support without prior notice.

11. Intellectual Property:

a. Ownership: Unless otherwise stated, all intellectual property rights, including but not limited to copyrights, trademarks, trade secrets, and patents, associated with the coaching materials, resources, and any other content provided by Devolu Vision shall remain the exclusive property of Devolu Vision or its licensors.

b. Limited License: Devolu Vision grants clients a limited, non-exclusive, non-transferable license to use the coaching materials and resources solely for their personal and non-commercial purposes in connection with the coaching services. This license does not permit clients to modify, reproduce, distribute, display, perform, or create derivative works based on the coaching materials or resources without the prior written consent of Devolu Vision.

c. Unauthorized Use: Clients shall not use, reproduce, or distribute any coaching materials or resources in a manner that infringes upon the intellectual property rights of Devolu Vision or any third party. Any unauthorized use may result in legal action and the termination of coaching services.

d. Client Contributions: Clients may have the opportunity to contribute their own ideas, feedback, or suggestions during the coaching services. Clients acknowledge and agree that any such contributions provided to Devolu Vision may be used, modified, or incorporated by Devolu Vision without any obligation to provide compensation or attribution.

e. Confidentiality of Materials: Clients shall maintain the confidentiality of any coaching materials or resources provided by Devolu Vision that are marked as confidential or are reasonably understood to be confidential. Clients shall not disclose, share, or make such materials available to any third party without the prior written consent of Devolu Vision.

f. Reporting Intellectual Property Infringement: If clients believe that their intellectual property rights have been infringed upon by any materials or resources provided by Devolu Vision, clients shall promptly notify Devolu Vision in writing, providing all relevant details and evidence to support their claim.

12. Data Protection and Privacy:

a. Data Collection and Use: Devolu Vision may collect and process personal information provided by clients for the purpose of delivering the coaching services. The collection, use, and processing of personal data shall be in accordance with applicable data protection laws and Devolu Vision's Privacy Policy.

b. Confidentiality and Security: Devolu Vision takes the confidentiality and security of client data seriously. Appropriate technical and organizational measures will be implemented to safeguard client data against unauthorized access, disclosure, alteration, or destruction.

c. **Third-Party Service Providers:** Devolu Vision may engage third-party service providers to assist in delivering the coaching services. These service providers may have access to client data only to the extent necessary for performing their designated tasks. Devolu Vision shall ensure that such third-party service providers are bound by confidentiality obligations and comply with applicable data protection laws.

d. **Consent and Communication:** Clients consent to receive communication from Devolu Vision, including but not limited to coaching-related updates, marketing materials, and administrative messages. Clients have the right to opt out of receiving marketing communications at any time by following the instructions provided in the communication.

e. **Data Retention:** Devolu Vision will retain client data for the duration necessary to fulfill the purposes for which it was collected, unless a longer retention period is required by law or necessary to protect its legitimate interests. Upon request, Devolu Vision will provide information on the retention periods applicable to client data.

f. **Rights of Data Subjects:** Clients have the right to access, rectify, and delete their personal data held by Devolu Vision, as well as the right to restrict or object to the processing of their personal data, in accordance with applicable data protection laws. Clients may exercise these rights by contacting Devolu Vision in writing.

g. **International Data Transfers:** Devolu Vision may transfer and store client data in countries outside of the European Economic Area (EEA) or the jurisdiction in which the client is located. In such cases, Devolu Vision will ensure appropriate safeguards are in place to protect client data as required by applicable data protection laws.

h. **Disclaimer:** While Devolu Vision takes reasonable steps to protect client data, no method of data transmission over the internet or electronic storage is completely secure. Clients acknowledge and accept the inherent risks associated with the transmission and storage of data.

13. Limitation of Liability:

a. **No Warranty:** The coaching services provided by Devolu Vision are offered on an "as is" and "as available" basis. Devolu Vision does not warrant or guarantee the accuracy, completeness, or suitability of the coaching services for any particular purpose. Clients acknowledge that the use of the coaching services is at their own risk.

b. **Limitation of Liability:** To the maximum extent permitted by law, Devolu Vision and its affiliates, officers, directors, employees, agents, and representatives shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the use of the coaching services, including but not limited to damages for loss of profits, business interruption, or loss of data, even if Devolu Vision has been advised of the possibility of such damages.

14. Indemnification:

Clients agree to indemnify, defend, and hold Devolu Vision and its affiliates, officers, directors, employees, agents, and representatives harmless from any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with their use of the coaching services, any violation of these terms and conditions, or any third-party claims related to their actions or omissions.

15. Modifications to Terms and Conditions:

Devolu Vision reserves the right to modify or update these terms and conditions at any time without prior notice. Clients will be notified of any changes via email or through prominent notice on the Devolu Vision website. Clients are responsible for reviewing the updated terms and conditions and are deemed to have accepted the modifications by continuing to use the coaching services after the changes have been made.

16. Entire Agreement:

These terms and conditions constitute the entire agreement between clients and Devolu Vision and supersede any prior agreements, understandings, or representations, whether written or oral, relating to the subject matter. Any modifications or amendments to these terms and conditions must be made in writing and signed by both parties.

17. Severability:

If any provision of these terms and conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. The invalidity, illegality, or unenforceability of any provision shall not affect the validity or enforceability of any other provision of these terms and conditions.

18. Language and Interpretation:

These terms and conditions are written in English. In the event of any discrepancies or inconsistencies in the interpretation of these terms and conditions, the English version shall prevail. Any ambiguities or uncertainties in these terms and conditions shall not be construed against either party but rather in a manner that reflects the intent of the agreement.

19. Assignment:

Clients may not assign or transfer their rights or obligations under these terms and conditions without the prior written consent of Devolu Vision. Devolu Vision reserves the right to freely assign or transfer its rights and obligations under these terms and conditions to any third party.

20. Relationship of Parties:

The relationship between clients and Devolu Vision established by these terms and conditions is that of independent service providers. Devolu Vision works directly with clients to provide coaching services. In addition, Devolu Vision may establish partnerships with individuals or entities who recommend or refer new clients to Devolu Vision. However, these partnerships do not create a partnership, joint venture, employment, or agency relationship between clients and Devolu Vision. Clients acknowledge that they are solely responsible for their actions and decisions, and Devolu Vision shall not be liable for any acts or omissions of clients or any partnerships formed with referral sources.