

tal&dev  
The Coaching Connection  
Client Contract

<b>THE SERVICE/THE COACHING CONNECTION</b>	<b>3</b>
<b>DISCLAIMER</b>	<b>4</b>
<b>PURCHASING “THE COACHING CONNECTION” SERVICES</b>	<b>5</b>
<b>PAYMENT METHOD</b>	<b>5</b>
<b>RESCHEDULING POLICY</b>	<b>6</b>
<b>REFUND &amp; CANCELLATION POLICY</b>	<b>6</b>
<b>CONFIDENTIALITY</b>	<b>7</b>
<b>CODE OF CONDUCT</b>	<b>8</b>
<b>SEVERABILITY/WAIVER</b>	<b>9</b>
<b>LIMITATION OF LIABILITY</b>	<b>9</b>
<b>ASSIGNMENT</b>	<b>10</b>
<b>MODIFICATION</b>	<b>10</b>
<b>TERMINATION</b>	<b>10</b>
<b>INDEMNIFICATION</b>	<b>10</b>
<b>DISPUTE RESOLUTION</b>	<b>11</b>
<b>MISCELLANEOUS</b>	<b>12</b>

Please read carefully. By purchasing this service you (herein referred to as "The Client") agree to the following terms stated herein.

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## THE SERVICE/THE COACHING CONNECTION

**Careemap4me S.r.L.** (the legal entity that owns the tal&dev brand and online platform, herein referred to as "**Company**") agrees to provide "**THE COACHING CONNECTION**" service (herein referred to as "**Program**").

**The Client** (herein referred also as 'tal&dev user' or as 'you') agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

The Coaching Connection is a *Paid Service* that can connect you with qualified career coaches ("Coach" or "Coaches"). You may purchase a variety of different Services offered by Coaches ("The Coaching Connection" services), including, among others, career strategy, career selection or career review, resume review, performance improvement, career Q&A, and job search strategy.

Coaches are independent career consultants who offer consulting services for clients of "The Coaching Connection". They are not employees or agents of the Company . **The Coaches, and not the company, are solely responsible for honoring any of The Coaching Connection Services purchased by you.**

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## DISCLAIMER

The disclaimers in this section apply to the maximum extent allowable under applicable law.

- 1) **The COACH** (herein referred to as "**Consultant**"), is not a lawyer, doctor, therapist, registered dietician, or financial analyst, psychotherapist. Client understands that Consultant has not promised, shall not be obligated to and will not;
- a) procure or attempt to procure employment or business or sales for Client;
  - b) perform any functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto;
  - c) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy;

Client understands that a relationship does not exist between the parties after the conclusion of this program. If the Parties continue their relationship, a separate agreement will be entered into.

2) **The Client/You** are solely responsible for your use of the Services and the Company is not responsible for the activities, omissions, or other conduct, whether online or offline, of any user or any Consultant. You are solely responsible for ensuring that your use of the Services is in compliance with all laws, rules, and regulations applicable to you. The Company makes no representations concerning any Content contained in or accessed through the Services.

You understand that the role of your consultant is to support and challenge you through your own decision making process. The principle of the coaching process is to help you enhance and improve the quality of your own decisions. You therefore accept full responsibility for your decisions, actions and/or in-actions taken as a consequence of the coaching support. Your consultant can assume no liability or responsibility for any loss, damage or other consequences to you, your employer or third parties that may result from the coaching intervention.

The Services are provided “as is” and without warranty of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, accuracy, or non-infringement, all of which are expressly disclaimed.

The company does not warrant that:

- a) the Services will be secure or available at any particular time or location;
- b) the Services will function without errors;
- c) any defects or errors will be corrected;
- d) any Content or software available through the Services is free of viruses or other harmful components; and
- e) the results of using or relying on any Content or Services or advice contained therein will meet your requirements or produce desired results. Your use of, or reliance on, the Services or any Content is solely at your own risk.

## PURCHASING “THE COACHING CONNECTION” SERVICES

“The Coaching Connection” Services must be purchased in advance and at time of booking, and may be purchased individually or in packages. The Company will honor the price of a “The Coaching Connection” Service purchased for a period of **6 months from the date of purchase**, even if we decide, in our sole discretion, to otherwise vary the price of such Service during that period. The Company will not honor purchased Services which are not used within 6 months from the date of purchase.

## PAYMENT METHOD

Payments made for “The Coaching Connection” Services are transferred to the applicable consultant periodically following completion of the relevant Service, less any service fees charged by the Company and any

processing fees, if applicable. Clients will place the payment to the Company by credit card.

For so long as the Company offers "The Coaching Connection" services, you hereby agree not to hire or otherwise engage any Consultant to whom you are introduced via the Website other than directly through the Company Website. To the extent you breach the foregoing restriction, you and the applicable Consultant shall be jointly and severally liable for any losses incurred by us as well as liquidated damages in the amount of \$500 per breach, and the Company will have no obligations or liability whatsoever in respect of any such engagements.

## RESCHEDULING POLICY

Each client can reschedule once and for free not later than 48 hours prior to the call. Further attempts will result in cancellation and the fee paid will be lost.

To reschedule the session, the client simply needs to push the 'rescheduling button' found in the [EMAIL received upon booking confirmation](#).

## REFUND & CANCELLATION POLICY

As a general guideline, "The Coaching Connection" Services are non-refundable. Once payment is made for booking a session, sales are final and fees are 100% non-refundable.

There is no refund policy for "The Coaching Connection" clients. There are no refunds if the client is not satisfied. If the Client arrives late to the session, the session will be shorter. If the Client does not show up the session will be lost.

**If a Consultant cancels the session, the client will be able to ask for a refund.**

For any enquiries, issues or complaints, please contact us at [info@talanddev.com](mailto:info@talanddev.com)

## CONFIDENTIALITY

The Company respects Client's privacy and insists that Client respects the Company's. Any Confidential Information shared by clients or any representative of the Company is confidential, Proprietary, and belongs solely and exclusively to the party who discloses it. Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, or otherwise. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Client agrees not to violate the Company's publicity or privacy rights. Furthermore Client will NOT reveal any information to a third party obtained in connection with this Agreement or Company's direct or indirect dealings with Client including but not limited to; names, email addresses, third-party company titles or positions, phone numbers or addresses. Additionally, Consultant will not, at any time, either directly or indirectly, disclose confidential information to any third party.

The primary principle is that all information exchanged between you and the Consultant is confidential and will not be divulged to your sponsor or any third party by me except under the following conditions:

- If it is necessary to prevent physical harm or danger to life to a third party, to yourself or to the Consultant
- There is a clear evidence of an intention to commit a criminal act
- You have given the Consultant permission to share it with someone else.

Further, by purchasing this product you agree that if you violate or display any likelihood of violating this section the Company and/or the other Program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

## CODE OF CONDUCT

**Client understands and agrees that he/she is solely responsible** for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Services. In connection with your use of the Services, **you agree that you will not:**

- Violate any local, state, provincial, national, or other law or regulation, or any order of a court.
- Run any bots, spiders, scrapers, web crawlers, indexing agents, or other software to aggregate or browse our Services, including, without limitation, company or user accounts or profiles, or otherwise interfere with or circumvent the integrity of the Website or Services.
- Introduce any viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software to the Website or Services or transmit any other computer programming routines that may damage, interfere with, or surreptitiously intercept any data, or personal information.
- Use the Services to transmit, distribute, post, or submit any confidential information concerning any other person or entity.
- Stalk or harass, interfere with, or disrupt the access of any user of the Services, or collect or store any personally identifiable information about any other user without explicit consent from the user.
- Defame, defraud, mislead, or impersonate any person or entity, or otherwise misrepresent yourself or your affiliation with any person or entity.



- Post false information, including, without limitation, in respect of a job, company, or your own credentials as a job applicant.
- Infringe, violate, or otherwise interfere with any copyright, trademark, or other intellectual property rights of another party.
- Act in any manner which, in our sole discretion, is objectionable, interferes with the proper working of the Services, or which may affect our reputation in any way.

## SEVERABILITY/WAIVER

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

## LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall the Company be liable to you or any to any third party for any loss profit or any indirect, consequential, exemplary, incidental, special, or punitive damages, or any loss of data, opportunities, or reputation arising from your use of the website, content, or services, even if we have been advised of the possibility of such damages.

Notwithstanding anything to the contrary contained herein, unless otherwise required by applicable law, you agree that in no event shall the aggregate liability of the Company, whether in contract, warranty, tort (including negli, whether active, passive or imputed), product liability, strictly liability, or other theory, arising out of or relating to the use of or inability to use the services exceed the amount paid by you, if any, for accessing the services during the twelve (12) months immediately preceding the date of claim or one hundred dollars, whichever is greater.

## ASSIGNMENT

The Client may not assign this Agreement without express written consent of the Company.

## MODIFICATION

Company may modify terms of this agreement at any time. All modifications shall be posted on the Company's website.

## TERMINATION

The Company is committed to providing all clients in the Program with a positive Program experience. **By purchasing this product, Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Program without refund** if Client becomes disruptive to Company or Participants, Client fails to follow the Program guidelines, is difficult to work with, impairs the participation of the other participants in the Program or upon violation of the terms as determined by Company. **The Client will still be liable to pay the total contract amount.**

## INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Company, its affiliates and each of their respective principals, shareholders, agents, officers, directors, consultants, and employees from or against third-party claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses arising from or relating to any third-party claim, suit, action or proceeding arising out of or related to your use or purchase of the Services, your violation of the rights of any third-party or person, or your breach of these Terms or any representation or warranty contained herein. The Company reserves the right, at your expense, to

assume the exclusive defense and control of any matter for which you are required to indemnify the company, and you agree to cooperate with the company defense of these claims. The Company will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

## DISPUTE RESOLUTION

You agree that the **laws of Milan, Italy**, excluding its conflict of laws rules, shall exclusively govern any dispute relating to these Terms and/or the Services.

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM THE COMPANY. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

You and the Company agree to arbitrate any dispute arising from these Terms or your purchase or use of the Services, except that you and the Company are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. You and the Company agree that you will notify each other in writing of any dispute within thirty (30) days of when it arises.

Notice to the Company shall be sent by mail to THE COMPANY

Attn: Legal

Careermap4me S.r.L.

Via Senato 14

Milano 20121, Italy

or by email to [info@talanddev.com](mailto:info@talanddev.com). You and the Company further agree: to attempt informal resolution prior to any demand for arbitration; that any arbitration will occur in Milan, Italy; that arbitration will be conducted confidentially by a single arbitrator in accordance with

italian laws. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Whether the dispute is heard in arbitration or in court, you and the Company will not commence against the other a class action, class arbitration, or other representative action or proceeding.

## MISCELLANEOUS

These Terms, together with our privacy policy, and any other legal notices published on the Website, shall constitute the entire agreement between you and the Company concerning your use of the Services. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company at any time without restriction. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. If two or more provisions of this Agreement are deemed to conflict with each other's operation, the Company shall have the sole right to elect which provision remains in force. No waiver of any one provision set forth in these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and Company's failure to assert or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision.

Any inquiries about your rights under these Terms, or any matters regarding your privacy, can be directed to [info@talanddev.com](mailto:info@talanddev.com), or by mail to:

Attn: Legal

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