

STRONGMINDT TERMS OF SERVICE, PRIVACY & RETURN POLICY, AND DISCLAIMER

PRIVACY

Any information that Coach receives from Client, will be held fully and completely confidential. I will not disclose Client's name or information without Client's consent, unless subject to legal requirement, such as a court order, subpoena, or law enforcement inquiry. It will be the Client's responsibility to address any confidentiality issues with the Coach.

Coach shall be permitted to use all produced items of work for Coach's professional portfolio, if applicable, but may not use Client's name, likeness, or other identifying details without express written permission from the Client.

Confidential information shall specifically not include the following categories: (1) information that is generally known to the public or known to Client's specific industry, (2) information freely given by Client to any third-party; (3) information received by Coach from any source that is not Client; (4) information in Coach's possession prior to this contractual Agreement; (5) information developed independently by the Coach; (6) information which is received by Coach from Client but that may imminently harm the Client or another individual; or (7) information about any illegal activity.

Since I am residing in South Africa, Client also agree to the POPIA Act (Protection of Personal Information Act) of South Africa that regulates the processing of personal information in South Africa. In accordance to this Act, Client authorise consent to the collecting and processing of personal information for the purposes of coaching services.

COACHING TERMS

Coach agree to provide professional coaching Services and will be engaged for the limited purpose of providing these Services to the Client.

Coach will assists Client in meeting their potential within the areas that the coaching relationship is meant to focus on.

a.) Client is solely and exclusively responsible for the choices that they make with regard to this coaching relationship, as well as with regards to coaching recommendations and input;

b.) Client is solely and exclusively responsible for their own mental health, physical health, business decisions, and any other actions or inaction they chooses to take;

c.) Coach will not be held liable for any result or non-result or any consequences which may come about due to a Client's coaching relationship with me;

d.) Coaching is not a therapeutic relationship or a medical one. Client is responsible for procuring these services at own will and discretion if needed.

DESCRIPTION AND SERVICE

Client engages Coach, and coach accept such engagement to provide the following coaching services for Client:

Assistance with Cultivating Self-Knowledge, Authenticity, Positive Emotions, and Optimal Physical Health
Assistance with Building Positive Relational Connections at Work, in Love, and in Life

Assistance with Crafting a Meaningful Career and a Life of Accomplishment

Assistance with Creating a Personal Blueprint for Life

Assistance with Finding Answers to Questions regarding dealing and living with a Physical Disability.

Coach and Client will use the following methods of contact throughout the coaching relationship:

E-mail, GoKollab Application, StrongMindt website, Facebook, Community Chat, Whatsapp.

Coach may agree in a separate, written document to expand the scope of Services to include additional tasks. Such written document may be informal, such as an email or report, and will include additional fees, as applicable.

WARRANTY

Coach represents and warrants that I have the knowledge, skills, and experience necessary to provide the Services. Coach agree to provide the Services at the request of Client.

Coach represent and warrant to maintain a specific certification as follows at the time of this warranty:

ICF Endorsed Coaching Certification

Honours Degree in Psychology & Industrial/Organisational/Work Psychology

Psychological Counselling Certification

Counselling, Coaching, and Facilitating Experience

25 Years Corporate Work Experience

50+ Years Disability Knowledge and Experience

AVAILABILITY AND SCHEDULE

Coach and Client agree to receive/provide coaching in the form of:

8 Different DIY (do-it-yourself) full coaching courses and 72 mini-courses paid once-off.

Membership Level 1 : 1 Monthly Live Q&A session via Google Meet

Membership Level 2 : 8 Different Full DIY coaching courses and 72 mini-courses for a monthly membership fee plus a community support group.

Membership Level 3 : 9 Different Full DIY coaching courses and 83 mini-courses for a monthly membership fee plus a community support group plus 1 monthly Q&A

Coach agree to be available to Client and respond to communication and enquiries at the soonest possible opportunity within five(5) business days or unless otherwise notified in the case of illness, death, or pre-arranged holiday as stated below.

Coach will be unavailable on holidays as per notice to client well in time.

In the event of an emergency or other similar conflict, Coach will give Client as much notice as possible if there is the possibility of interruption to Services, whether that interruption is temporary or long-term.

FEES

Client will be billed through a payment system a one-time fee per DIY Full and Mini Coaching Course purchased, or a monthly Fee per chosen Membership Level as indicated at purchase of the program. Instalments for the membership will be deducted

automatically unless terminated timeously, in which case all coaching privileges and course access will also cease and be terminated immediately.

The Services will begin when I as the Coach receives the following retainer:

Either the full amount of the DIY course/s purchased or the first instalment as indicated at purchase of the membership.

Billing will be assessed against the retainer until it has been used up.

Clients and Coach shall each be solely responsible for all of their federal, state, and local taxes.

REFUND POLICY

Client may be permitted a refund of monies spent in certain circumstances:

Self-Study 3-Day Mini-courses -
No Refund

Self-Study Full 27-Day Online Courses -
100% refund within 7 days of enrolment if less than 10% of the course has been accessed.

50% refund within 14 days of enrolment if less than 10% of the course has been accessed.

25% refund within 30 days of enrolment if less than 10% of the course has been accessed.

No refunds after 30 days or if more than 10% of the course has been accessed.

Membership -

Membership fees are non-refundable as users pay for access, not consumption of content. Users may cancel their membership anytime by emailing support@strongmindt.com

TERMINATION

The coaching relationship will automatically terminate after the relevant purchased coaching course/s and associated activities have been completed as indicated.

This agreement will also immediately terminate upon the death of the Coach or Client, the inability of the Coach to perform the Services because of a sudden and medically-documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Coach in any manner, or the filing of any petition by or against the Client or Coach under federal or state bankruptcy or insolvency laws.

Upon termination, all outstanding fees and reimbursements shall be paid and provided to the Coach as up to the date of termination.

INTELLECTUAL PROPERTY

Coach and Client agree that all inventions, trade secrets, confidential and/or proprietary information, and work-product conceived, created or developed by each of the Parties, respectively, will be the sole and exclusive property of the Party to whom the information originally belonged. There shall be no transfer of intellectual property through this Agreement.

All copyrights, patents, trademarks, or other intellectual property shall stay with the original Party owner.

Users may download and print one copy of the Materials for personal use only, provided no modifications are made, and all copyright and proprietary notices are retained. Users may not reproduce, distribute, share, modify, sell, or disclose the Materials to any third party. Any breach of these Terms automatically terminates your right to use the Materials and Services.

LIMITATION OF LIABILITY

Coach's liability in contract, tort or otherwise arising through or in connection with this coaching relationship or through or in connection with the completion of obligations of it shall be limited to Fees paid by the Client to the Coach. To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Coach and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind arising out of or resulting from bodily injury, death of any person, or damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this coaching relationship.

Coach is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts

of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

DISPUTE RESOLUTION

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall attempt to resolve the dispute personally and in good faith and if not, will agree to the immediate termination of this Agreement. No dispute arising from either parties' side will be submitted for arbitration.

REPRESENTATION

Neither party is authorised as an agent, employee, or legal representative of the other. Neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

Client may allow Coach to act as an authorised representative in certain circumstances, but such circumstances will be agreed to by both Parties in writing beforehand. Please take note that representation does not pertain to the context of court proceedings. Please, take note, especially in the case of couples counselling, that Coach will under NO circumstances what so ever become involved in any court case.

(More comprehensive information in the "Coach-Client Agreement" which clients will receive before commencement of coaching.)

DISCLAIMER:

Your results will vary and depend on many factors ...including but not limited to your background, experience, work ethic, your desire for change, etc. Everything in life entails risk as well as massive and consistent effort and action. If you're not willing to accept that, please **DO NOT BUY THESE COACHING COURSES/MEMBERSHIP.**

This site or product is not part of or endorsed by Facebook, Google, or any social media platform in any way.

Absolutely nothing on this web page should be considered as any type of claim for what you will become, how your life will change, or how happy you will be simply by joining.

These products, **ONLINE COACHING COURSES AND MEMBERSHIP**, are intended to help **ADULTS** to become more authentic, experience more positive emotions, experience better health, experience better relationships, experience more engagement, explore their meaning and purpose in life, experience a positive workplace and career, and to have a clear roadmap of how to accomplish it.

It is **NOT AN INSTANT SOLUTION** for your life to be problem free, but for you to deal with it in a more constructive way.

Any testimonials are not intended to guarantee, promise or represent that you will get the same result just by signing up.

This will require work and you will be the ultimate person responsible for taking action and making sure you get the results that you want.

For any further enquiries, contact support@strongmindt.com