

# Mindfulnessa

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## Terms of Service

This agreement applies as between you, the User of the services and Mindfulnessa, Vanessa Keranović, Zagreb, Croatia, the provider of the services. Your agreement to comply with and be bound by these terms of service is deemed to occur upon your first use of the services. If you do not agree to be bound by these terms of service, you should stop using the services immediately.

### 1. Definitions and Interpretation

1. In this Agreement the following terms shall have the following meanings:
2. "Content" means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this services;
3. "Service" means collectively any group or 1:1 coaching sessions, services or information that Mindfulnessa makes available now or in the future;
4. "User" / "Users" means any third party that accesses the services and is not employed by Mindfulnessa and acting in the course of their employment.

### 2. Intellectual Property

1. All Content included on the services, unless provided by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Mindfulnessa, our affiliates or other relevant third parties. By continuing to use the services you acknowledge that such material is protected by applicable Croatian and International intellectual property and other relevant laws.
2. You may not reproduce, copy, distribute, store or in any other fashion re-use material from the services unless otherwise indicated on the services or unless given express written permission to do so by Mindfulnessa.

### 3. Privacy

1. For the purposes of applicable data protection legislation, Mindfulnessa will process any personal data you have provided in accordance with its Privacy Policy available on the Mindfulnessa website or on request from Mindfulnessa.
2. You agree that, if you have provided Mindfulnessa with personal data relating to a third party a) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to Mindfulnessa and b) that you have brought to the attention of any such third party the Privacy Notice available on Mindfulnessa's services or otherwise provided a copy of it to the third party.
3. You agree to indemnify Mindfulnessa in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

### 4. Disclaimers

1. Mindfulnessa makes no warranty or representation that the services will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.
2. No part of this services is intended to constitute advice and the Content of this services should not be relied upon when making any decisions or taking any action of any kind.
3. By booking any of our Services, including but not limited to any group or 1:1 coaching sessions, you confirm you have read and accept Mindfulnessa's Session Disclaimer.

### 5. Availability of the services

1. The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults.
2. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
3. Mindfulnessa accepts no liability for any disruption or non-availability of the services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### 6. Use of Individual Coachings and Mentoring

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1. Coaching and Mentoring are an individual process-oriented form of counselling for the support, promotion and development of individuals.
  2. For the purposes of these terms of service, an event is deemed to be consulting, coaching, seminars and workshops, groups as well as digitally supported programs.
  3. In each case, Mindfulnessa provides a consultancy service, i.e. a service. This means that the participants are coached, advised, guided etc.
  4. A concrete success is not promised by Mindfulnessa. However, Mindfulnessa works to the best of its knowledge and ability to ensure that counselling is successful. The service is focused on the professional role and development of the participants.
7. **Conclusion Of Contract**
1. Contracts between Mindfulnessa and participants are concluded by offer and acceptance. Mindfulnessa provides a registration mechanism for its Offers. The registration form provided must be filled in completely and truthfully.
  2. Mindfulnessa reserves the right to reject a registration. Mindfulnessa may send interested parties a quotation stating the price and the description of services. The contract shall be concluded upon acceptance of this offer.
8. **Formal requirements**
- Legally relevant declarations consents and agreements must be made in text form, i.e., e-mail or similar are sufficient.
9. **Duration of the contract**
- The contract ends with the expiry of the agreed contract period without the need for termination.
10. **No Warranty of Success**
1. Nothing contained in this Agreement shall be construed as a warranty on the part of either Party that
    - i. the Service will yield any Result or otherwise be successful,
    - ii. any part of the Service will yield a specific result or otherwise be successful or
    - iii. the outcome of the Service will be utilisable in any respect.
11. **Fees and Payment**
1. The purchase price for the Service shall be paid simultaneously with the execution of Agreements and in line with the by the Client accepted Quotation or as stipulated on Mindfulnessa's services or as expressly agreed in writing between the Parties, as applicable.
  2. Client shall deliver a signed copy of his/her Agreement (which may be executed and delivered electronically), along with payment for the purchase price by electronic transfer or wire transfer to an account designated by Mindfulnessa, or by any combination of such methods, as applicable and expressly agreed to in writing by Mindfulnessa.
  3. All prices for Services are calculated in United States dollar and Client will be charged in United States dollar.
  4. Client is responsible for any Tax imposed on the Services except in cases where legislation requires Mindfulnessa to collect Tax.
  5. Reselling of the Services to third parties is not permitted.
12. **Re-Scheduling, Lateness and No Show**
1. Mindfulnessa will attempt to accommodate requests to reschedule the date of a booked Group or 1:1 Coaching session, but cannot guarantee that such requests will be honoured, and acceptance of such request is at Mindfulnessa's sole discretion. Any out-of-pocket costs associated with rescheduling shall be the responsibility of the Participant.
  2. If a booked Group or 1:1 Coaching session is to be rescheduled a) due to a Force Majeure Event; or b) the Service Provides unavailability; then Mindfulnessa agrees to reschedule a booked Group or 1:1 Coaching session at the earliest possible mutually convenient date and time. Notwithstanding the foregoing, Mindfulnessa has sole discretion to determine whether to reschedule a booked Group or 1:1 Coaching session or to refund the Client in accordance with Clause 12.2.
  3. If a rescheduling request is received less than 24 hours prior to a booked Group or 1:1 Coaching session, or if Client fails to show up within 15 minutes of the commencement of a booked Group or 1:1 Coaching

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session, Mindfulnessa will charge at its sole discretion a cancellation fee of at least 25% and up to the value of the booked Group or 1:1 Coaching session.

### 13. **Cooling-off cancellation and Refunds**

1. In line with the Consumer Contracts Regulations 2013 the Client can after purchasing access to the Program, cancel the provision of services within 14 days of the purchase at any time. Nonetheless, the right to cancel expires prematurely and before the end of the 14 days cooling off period if:
  - i. the Client has expressly requested that the services commence before the end of the 14 days cooling-off period and has thus waived his/her cancellation right, and
  - ii. the Client has accessed the Content of the Program before the end of the 14 days cooling-off period and has thus waived his/her cancellation right.
2. To request a cancellation, Client must email within 14 days of the purchase date.
3. Unless Client has participated in a promotion, Client may be entitled to a refund, If Client cancels his/her participation in the program within 5 days of the next scheduled coaching session, The refund amount will then be calculated based on the number of the remaining sessions left in the program. Mindfulnessa shall refund to the same payment method used by the Client upon purchasing access to the program. To request a refund, Client must email [mindfulnessa.contact@gmail.com](mailto:mindfulnessa.contact@gmail.com) within 5days of the next scheduled coaching session.

### 14. **Duty of confidentiality**

Mindfulnessa undertakes to maintain secrecy about all company and business secrets of the participants or other private and intimate circumstances which become known to him/her in the course of the coaching, during the duration of an event and also after its end.

### 15. **Accompanying Material and Copyright**

If Mindfulnessa issues or otherwise makes available accompanying material, this may not be reproduced or passed on to third parties - not even in part - without Mindfulnessa's consent. Mindfulnessa shall make the accompanying documents available exclusively to the participants.

### 16. **Use of the programs**

Mindfulnessa provides a service, i.e. the Participants are coached, advised, guided etc. A concrete success is not promised by Mindfulnessa. The service is focused on the professional role and development of the Participants. Mindfulnessa provides its services on the basis of the data and information provided by the Participants. The guarantee for their factual correctness and completeness lies with the Participants. The principle of coaching is that Participants act on their own responsibility and decide for themselves to what extent they accept and implement recommendations. Opinions and recommendations merely prepare the Participant's personal decision. They can in no way replace them. Responsibility and implementation lie solely with the Participant. The methods and techniques used are explained to the Participants during the cooperation.

### 17. **Place of performance**

Unless otherwise agreed between the parties, Group or 1:1 Coaching sessions will take place by phone or online or as stipulated otherwise by the parties.

### 18. **Indemnity**

1. The Client hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Mindfulnessa from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits and related costs, judgements, expenses and disbursements, including reasonable legal fees and expenses, of whatsoever kind and nature excluding Taxes, imposed on, asserted against or incurred by any Indemnified Party, in any way resulting from or arising out of this Agreement.
2. The Client hereby indemnifies and holds harmless Mindfulnessa from and against any and all losses and expenses that may be incurred by or asserted or awarded against Mindfulnessa, in each case arising out of or in connection with or relating to any Services whatsoever provided by Mindfulnessa any defence with respect thereto arising out of or in connection with or relating to this Agreement, the other Operative Documents or the transactions contemplated hereby or thereby, or any use made or proposed to be made, whether or not such Service is provided to the Client or any one thereof, or any other Person, or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby

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are consummated, except to the extent such losses and expenses (i) are found in a final, non-appeal-able judgement by a court of competent jurisdiction to have resulted from Mindfulnessa's intentional or gross fault or wilful misconduct, or (ii) result from a claim brought by Client against Mindfulnessa for breach in bad faith of Mindfulnessa's obligations hereunder or under any other Operative Document, if Client has obtained a final, non-appeal-able judgement in its favour on such claim by a court of competent jurisdiction.

### 19. **Liability**

1. In no event will Mindfulnessa be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Services, even if we have been advised of the possibility of such damages.
2. In the event that Mindfulnessa fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.
3. Mindfulnessa shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by Mindfulnessa.
4. Notwithstanding anything to the contrary contained herein, liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid by Client within the one month before action.
5. The Client shall indemnify the Mindfulnessa against any costs, liability, damages, loss, claims, or proceedings arising from loss or damage to any equipment caused by the Client.
6. Neither Party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.
7. Certain Jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

### 20. **Electronic communications, transactions, and signatures**

1. Visiting the services, using the services, sending emails, and completing online forms constitute electronic communications.
2. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the services, satisfy any legal requirement that such communication be in writing.
3. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the services.
4. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

### 21. **No Waiver**

In the event that any party to these terms of service fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

### 22. **Previous terms of service**

In the event of any conflict between these terms of service and any prior versions thereof, the provisions of these terms of service shall prevail unless it is expressly stated otherwise.

### 23. **Law and Jurisdiction**

These terms of service and the relationship between you and Mindfulnessa shall be governed by and construed in accordance with the Law of Croatia and Mindfulnessa and you agree to submit to the exclusive jurisdiction of the Courts of Croatia.