

Terms and Conditions of Use of CoachingValley.com

Article 1 Terms and Conditions of Use

1. These Terms and Conditions govern the use of resources and services provided through the website www.CoachingValley.com.
2. These Terms and Conditions are also intended to govern the provision of services by electronic means as referred to in Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce).
3. These Terms and Conditions govern in particular:
 - (i) the types of services provided by electronic means
 - (ii) the scope of services provided by electronic means
 - (iii) conditions on the provision of services by electronic means
 - (iv) rules on personal data protection
 - (v) rules for handling complaints.
4. These Terms and Conditions apply solely to the provision of services by electronic means to users of the website CoachingValley.com (“the Site”).
5. These Terms and Conditions do not apply to services provided by Coaching Valley sp. z o.o. in Kraków by other means or by electronic means through sites other than that referred to in the foregoing section 4.
6. Clients are required to comply with these Terms and Conditions as soon as they start using the Site.
7. Each Client agrees to comply with these Terms and Conditions while using the Site.
8. Any Client who does not accept any of the Terms and Conditions should immediately stop using the Site.
9. The provision of services by electronic means through the Site is subject to Polish law, including but not limited to the Act of 18 July 2002 on the provision of services by electronic means and the Act of 5 July 2002 on the protection of certain services provided by electronic means based on, or consisting of, conditional access.

Article 2 Responsible body

The Site CoachingValley.com is published, edited and operated by Coaching Valley sp. z o.o. in Kraków, ul. Wielkanocna 10 (“the Service Provider”).

Article 3
Use of the Site

1. Users of this Site may either browse its content or create their own profile and make certain information available to other persons.
2. This Site may be used by anyone who has hardware and software capable of ensuring safe and uninterrupted use of the Site.
3. Any Coach may create a profile on the Site. A Coach is any person who:
 - (i) professionally and independently facilitates individual interactive sessions aimed at supporting session participants in reaching their personal or professional goals, and
 - (ii) fulfils at least one of the following conditions:
 - (a) holds a Coach certificate issued by a provider of Coach certification services
 - (b) holds a certificate of completion of training, coursework or other programme of study which has the word “coach” or “coaching” in its name
 - (c) is a member of an association which is statutorily open to individuals who practise the profession of coaching.
4. By creating a profile on the Site, the Client declares that he/she fulfils the conditions set out in section 3 above.
5. Creation of a Coach profile is free and does not require any consideration from the user.
6. Clients who do not have a profile may use the Site only to browse postings from Clients who have a profile and contact them via the Site. It is prohibited to use the Site for collecting and processing of data or contacting Clients who have a profile at the Site for purposes other than contracting coaching services.

Article 4
Coach profile

1. The Service Provider agrees to maintain the profile created by the Client at the Site pursuant to these Terms and Conditions provided that it does not contain any information which is false, dishonest, illegal or immoral or infringes third-party rights.
2. The Client must provide the following data to create a profile on the Site:
 - (i) first name and last name
 - (ii) e-mail address.
3. The data specified in section 2 are required for creating a profile. Refusal to provide these details makes it impossible to create a profile and, as a result, the Service Provider is released from its obligations under these Terms and Conditions.

4. The data specified in the foregoing section 2 must be true, complete, honest and accurate. The Service Provider is not liable for any damage resulting from the fact that the Client has provided false, incomplete or dishonest information or made false or inaccurate statements.
5. The Client is required to provide the following data for his/her profile to be displayed in the Coach browser available at the Site:
 - (i) description of coaching services (in the “My offer” field) consisting in facilitating individual interactive sessions aimed at supporting session participants in reaching their personal or professional goals
 - (ii) the country and city (or country, state and city in the US) in which the Coach offers coaching sessions or, if there are several such locations, the country and city (or country, state and city, as applicable) in which the Coach has facilitated the highest number of coaching sessions
 - (iii) the language in which the Coach offers coaching sessions or, if there is more than one such language, the language in which the Coach has facilitated the highest number of coaching sessions
 - (iv) at least one of the following:
 - (a) mobile phone number
 - (b) contact address
 - (c) website of the Client.
6. The Client is allowed to add further personal details to his/her profile, if relevant to the profession of Coach, and may post his/her image.
7. If the conditions referred to in the foregoing section 5 are fulfilled, the Client may at any time disable the option to display his/her profile in the Coach browser available on the Site.
8. Only a Client who is a natural person and has full legal capacity (i.e. is an adult and is not legally incapacitated) may create a profile on the Site.
9. The Client agrees to update on an ongoing basis the details posted on the Site or provided at the time of creating a profile.

Article 5

Liability

1. The Client is solely liable for the contents of his/her profile on the Site, including infringements of third-party rights and damage resulting from posting a certain type of content.
2. The Service Provider may at any time carry out checks to verify whether the details provided and the declaration made by the Client at the time of creating his/her profile are true, honest and accurate.
3. The Service Provider may suspend services to the Client until the checks referred to in the foregoing section 2 are completed.

4. The Service Provider may block access to or remove the Client's profile from the Site if the Client has violated these Terms and Conditions, including providing false or dishonest or inaccurate information or making a false or dishonest declaration at the time of creating his/her profile.
5. A Client who has a profile on the Site must make every effort to ensure that the information contained in his/her profile is true, honest and accurate.
6. The Service Provider shall in no way be liable for Clients' acts or omissions, particularly those related to the practice of the profession of a Coach, including any damage to third parties.
7. The checks referred to in the foregoing section 2 shall not give rise to, or reinstate, the Service Provider's liability for the information provided by or the acts of Site users.

Article 6 **Site functionalities**

1. The Client's profile contains details posted by the Client.
2. A Client who has a profile on the Site may send a message to other persons inviting them to create profiles on the Site.
3. Only persons who fulfil the conditions set out in Article 3(3) are eligible to be invited to use the Site.
4. A Client may include in his/her profile a full address (street and house number) or only the country and city (or country, state and city, as applicable), as required by Article 4(5)(ii). In either case, the address posted by the Client shall be used to mark his/her location on the map available on the Site with the accuracy offered by maps.google.com. The Client may further consent to making his/her full address (street and house number) available for viewing within his/her profile in a text format. The Client may withdraw this consent at any time.
5. A Client profile may be viewed by third parties who do not have a profile on the Site.
6. If new functionalities are added to the Site, the Service Provider may inform the Client thereof by e-mail to the Client's address referred to in Article 4(2)(ii).

Article 7 **Intellectual property rights**

1. All graphics, text and other contents of this Site, including these Terms and Conditions, are protected by copyright.
2. All trademarks and distinctive signs forming part of this Site are protected by intellectual property rights.

3. The Site is a work protected by copyright.
4. The Service Provider declares that it has all rights of use in the works forming part of this Site.
5. The Service Provider prohibits, without limitation, creation of derivative works from, dissemination and/or use of individual works contained in this Site, or the whole Site, for purposes other than permitted personal use.
6. Any use other than permitted personal use requires the written consent of the Service Provider.
7. Clients who have a profile on this Site declare that the text and image contained in their profile do not infringe any third-party rights, including copyright. The Client is solely liable for any infringement in this respect.
8. No provision of Article 7 of these Terms and Conditions is to be construed or understood as granting a licence to the Client or any other party to use the works forming part of this Site.
9. The names “www.CoachingValley.com”, “www.coachingvalley.com”, “CoachingValley.com”, “coachingvalley.com”, “CoachingValley”, “coachingvalley”, “Coaching Valley” and “coaching valley” are also legally protected.

Article 8

Protection of services based on conditional access

1. The service described in Article 4 of these Terms and Conditions is a service based on conditional access within the meaning of Directive 98/84/EC of the European Parliament and of the Council of 20 November 1998 on the legal protection of services based on, or consisting of, conditional access.
2. A Client who uses a service based on conditional access is not permitted to disclose to third parties his/her password providing access to such a service. The Client is solely liable for any such disclosure.
3. The Client is permitted to use no more than one profile on the Site. If the Client uses more than one profile on the Site, all of his/her profiles shall be removed and the Client shall be prohibited from accessing the Site permanently or for a period of time specified by the Service Provider.
4. The password and login for use of a profile on the Site constitute an authorization to use a service based on conditional access within the meaning of Article 2(3) of the Act of 5 July 2002 on the protection of certain services provided by electronic means based on, or consisting of, conditional access.
5. Unauthorized attempts to use the service referred to in Article 4 constitute an offence and as such shall be reported to competent authorities in accordance with the Act of 5

July 2002 on the protection of certain services provided by electronic means based on, or consisting of, conditional access.

Article 9
Commencement and termination of the use of services

1. The use of services provided by electronic means shall commence upon receipt of data provided by the Service Provider through the Site.
2. The Client is required to read these Terms and Conditions as soon as he/she has commenced using the Site. These Terms and Conditions are available online and can be saved on another memory carrier.
3. The use of the Site shall terminate upon discontinuation of data transmission from the Site (applicable to Clients who do not have a profile) or removal of a profile (applicable to Clients who have a profile).
4. The Client may, at any time within his/her discretion, discontinue using the services provided through the Site.
5. Upon creation of a Client profile on the Site, the Client and the Service Provider shall enter into a contract as defined in these Terms and Conditions.
6. The provisions of the Polish Civil Code relating to contracts of mandate shall apply to matters not governed by these Terms and Conditions.
7. The Client is prohibited from gathering ongoing information on the operation and structure of the Site and/or other information relating to the business secrets of the Service Provider.
8. The contract shall also expire if the Client dies, becomes legally incapacitated or is disqualified from practising the profession of Coach.

Article 10
Technical requirements

1. The following is the minimum required for the Client to use the Site in a proper and continuous manner:
 - (i) a personal computer
 - (ii) a connection to a public network
 - (iii) any of the following browsers (with JavaScript turned on):
 - Internet Explorer 7 or 8
 - Firefox 2, 3 or 3.5.
2. The use of hardware or software other than that specified in the foregoing section 1 does not guarantee access to, and proper and continuous use of, the Site.
3. If the Client does not configure his/her hardware as specified in the foregoing section 1, the Service Provider shall not be liable for failure to use, or incomplete use of, the Site.

Article 11
Particular threats and risks

1. The use of the Site does not expose the Client to any particular risks related to the use of services provided by electronic means other than those typically associated with the use of public networks.
2. The Service Provider is not liable for damage to the Client's hardware and software resulting from the use of the Site, unless caused directly by defects of the Site, particularly if the damage is caused by:
 - (i) incorrect or improper configuration of the Client's hardware or software
 - (ii) insufficient safeguards to protect the Client's computer system against all kinds of undesirable software (including but not limited to viruses and Trojan horses)
 - (iii) attempts to make prohibited use of the Site
 - (iv) the Client's behaviour being contrary to rules on the operation of a computer system and the use of public networks.
3. The Service Provider is not liable for any damage caused by reasons outside the control of the Service Provider or persons acting on behalf of the Service Provider.
4. To the extent that liability can be attributed to the Service Provider, the Service Provider is liable for damage caused by intentional misconduct. Liability for damage caused by negligent or reckless behaviour is excluded.
5. No strict liability applies to the Service Provider.

Article 12
Cookies

1. The Service Provider uses cookies to identify Clients.
2. Cookies are installed in the Client's IT system using the Service Provider's IT system and can be read only by that system for the purpose of identifying the Client.
3. The Client consents that cookies may be installed in his/her IT system using the Service Provider's IT system.
4. The Client consents that the cookies installed in his/her IT system may be read by the Service Provider's system and used to create Client behaviour profiles.
5. The Service Provider shall use Client behaviour profiles for marketing, promotional and market research purposes related to the Site.

Article 13
Protection of Site contents

1. It is prohibited to interfere in any way with the contents, structure, data and mechanisms of the Site other than in the cases specified in these Terms and Conditions.
2. Clients and third parties are prohibited from posting through this Site any data that violate third-party rights and/or are protected under other laws, as well as any unlawful content.
3. Unauthorized interference with the contents of the Site shall give rise to financial and criminal liability on the part of the Client.
4. It is prohibited to use any hardware or software designed to gain unauthorized access to services based on conditional access or contents of the Site which are inaccessible to third parties.
5. It is prohibited to use any hardware or software designed to interfere with the Site's contents or structure.

Article 14
Personal data and their protection

1. Clients' personal data shall be protected.
2. The Service Provider shall collect and process Clients' personal data for the proper provision of services through the Site.
3. The use of the Site consisting in creating a profile shall require disclosure of the personal data referred to in Article 4(2) and may include voluntary disclosure of the personal data referred to in Article 4(5) and Article 6(4), as well as other data voluntarily posted by the Client in his/her profile.
4. The Site may be used on an anonymous basis, i.e. without disclosing personal data, to the extent that no profile is created and used.
5. The Client consents that the Service Provider may collect and process his/her personal data referred to in section 3.
6. To the extent permitted by law and taking into account the Service Provider's marketing and technical needs, it is allowed to collate data obtained from the Client and other information related to the use of the Site.
7. The Client has the right to access his/her personal data and to demand rectification of some or all of these data if this is required.

8. A Client who wishes to exercise the right referred to in the foregoing section 7 should contact the Service Provider at the e-mail address: privacy@coachingvalley.com.
9. The Service Provider may also collect and process the information gathered by cookies and the Client's IP number. The Client's consent to the collection and processing of personal data also applies to these data.
10. The Service Provider is a data controller within the meaning of the Act of 29 August 1997 on personal data protection with regard to the personal data referred to in Article 14.

Article 15 Complaints

1. Anyone may complain about services provided by the Service Provider by electronic means using the Site.
2. All complaints must be submitted in writing to the address specified in these Terms and Conditions or electronically to the e-mail address claims@coachingvalley.com.
3. A complaint must contain as a minimum the complainant's name, address and phone number, a description of the allegations and damage sustained, if any.
4. Complaints which do not contain the details referred to in section 3 shall not be investigated.
5. The Service Provider shall investigate the complaint within 30 days from the date of receipt and respond to the complainant in the same manner in which the complaint was submitted.
6. A complainant who is not satisfied with the way the complaint was handled may refer the dispute to a court of law.

Article 16 Final provisions

1. These Terms and Conditions shall take effect on 1 July 2009 and continue to be in force until revoked or amended.
2. These Terms and Conditions are available in two equivalent language versions: English and Polish. Translations into other languages are not binding.
3. Services provided through the Site are intended for speakers of one of the languages in which the Terms and Conditions are binding.
4. The Service Provider reserves the right to amend these Terms and Condition by the notice published on the Site.
5. The Service Provider reserves the right to temporarily suspend the provision of services through the Site for maintenance, upgrading and other technical reasons.

6. These Terms and Conditions apply accordingly to the use of the Site by means of devices other than a personal computer and networks other than public networks.
7. All disputes arising out of the use of the Site, including the application of these Terms and Conditions, shall be referred to a general court with jurisdiction over the registered office of the Service Provider.
8. A breach of any of these Terms and Conditions shall entitle the Service Provider to refuse to provide or discontinue providing services to the breaching party or persons acting for and on behalf of such a party.