

Service Policies

Privacy Policy

COACHKAUSHAL values your trust. In order to honor that trust, COACHKAUSHAL adheres to ethical standards in gathering, using, and safeguarding any information you provide.

This privacy policy governs your use of the website “COACHKAUSHAL – What you seek is seeking you” and the other associated/ancillary applications, products, websites and services managed by the Company.

Please read this privacy policy (“**Policy**“) carefully before using the Website, its services and products. Your use of the Website or services in connection with the Website or products (“**Services**“), or registrations with us through any mode or use of any products including that of SD cards, tablets or other storage/transmitting device shall signify your acceptance of this Policy and your agreement to be legally bound by the same. For the sake of brevity your use of “COACHKAUSHAL- What you seek is seeking you” in any electronic form or device shall be bound by the terms and conditions enumerated and agreed upon here under with willful and free consent.

If you wish not to agree with any of the terms and conditions of this Policy, kindly refrain from using the Website.

User Provided Information

The Website records the information you provide when you download and register for Services or products. When you register with us, you generally provide (a) your name, age, email address, phone number, etc; (b) information you provide us when you contact us for help; (c) information you enter into its system when using the Website/Services/products, such as while asking support, register for a course/program, participating in discussions. The said information collected from the users could be categorized as “**Personal Information**“ and “**Associated Information**“. Personal Information and Associated Information (each as individually defined under this Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the “**Data Protection Rules**“)) shall collectively be referred to as “**Information**” in this Policy.

We may use this Information to contact you from time to time, to provide you with the Services, important information, required notices and marketing promotions. COACHKAUSHAL will request you when it need more information that personally identifies you (personal information) or allows us to contact you.

Use of your Personal Information

COACHKAUSHAL uses the collected Information to analyse trends, to conduct research, to administer the Website/Services and products, to learn about each user's learning patterns and movements around the Website/Services and products and to gather demographic information and usage behavior about its user base as a whole.

COACHKAUSHAL may use the individual data and behavior patterns combined with personal information to provide you with personalized content, and better your learning objectives/experience. COACHKAUSHAL does not sell, trade or rent your Information to any third party unless, we have been expressly authorized by you either in writing or electronically to do so.

COACHKAUSHAL will occasionally send email notices or contact you to communicate about its Services, products and benefits, as they are considered an essential part of the Services/products you have chosen.

COACHKAUSHAL may disclose Information:

- as required by law, such as to comply with a subpoena, or similar legal process;
- to ensure term of use, including investigation of potential violations thereof;
- when it believes in good faith that the disclosure is necessary to protect its rights, protect your safety or the safety of others, investigate fraud, address security or technical issues or respond to a government request;
- to protect against imminent harm to the rights, property or safety of the Website or its users or the public as required or permitted by law;
- with third party service providers (if required) in order to personalize the Website/Services/products for a better user experience and to perform behavioral analysis;

Any portion of the Information containing personal data relating to minors provided by you shall be deemed to be given with the consent of the minor's legal guardian. Such consent is deemed to be provided by your registration with COACHKAUSHAL.

Security

COACHKAUSHAL are concerned about safeguarding the confidentiality of your Information. COACHKAUSHAL provide physical, electronic, and procedural safeguards to protect Information it processes and maintain. An illustration being, COACHKAUSHAL limits access to this Information to authorized employees only who need to know that information in order to operate, develop or improve its Website/Services/products. Please be aware that, although COACHKAUSHAL endeavor is to provide stringent security, for information it possesses and maintains, no security system can prevent all potential security breaches.

How long does COACHKAUSHAL retain user data?

Currently, COACHKAUSHAL retains user data for at least one year afterwards. It may alter this practice according to legal and business requirements. For example, it may lengthen the retention period for some data if needed to comply with law or voluntary codes of conduct. Unless otherwise prohibited, it may shorten the retention period for some types of data if needed to free up storage space.

User communications

When you send an email or other communication to COACHKAUSHAL, it may retain those communications in order to process your inquiries, respond to your requests and improve our Services.

Your Consent

COACHKAUSHAL believes that, every user of our Website/Services/Products/ must be in a position to provide an informed consent prior to providing any Information required for the use of the Website/Services/Products. By registering with it, you are expressly consenting to its collection, processing, storing, disclosing and handling of

your information as set forth in this Policy now and as amended by us. Processing, your information in any way, including, but not limited to, collecting, storing, deleting, using, combining, sharing, transferring and disclosing information, all of which activities will take place in India. If you reside outside India your information will be transferred, processed and stored in accordance with the applicable data protection laws of India.

Terms of services

You need to understand that the disclosure of any copyrighted data and details regarding our Website/Services/Products to any third party and use of our copyrighted content for commercial use will be treated as the breach of policy and the appropriate action as per the law will be initiated, including termination of all your ongoing services with us without any refund of amount you paid for those services or products.

COACHKAUSHAL has the right to change modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Website or the Services as it deems fit at any time without notice. Further, the Company has the right to amend these Terms from time to time without prior notice to you. The Company makes no commitment, express or implied, to maintain or continue any aspect of the Website or the services, programs, products or courses mentioned on the Coach Kaushal website or catalogue. You agree that the Company shall not be liable to You or any third party for any modification, suspension or discontinuance of the Website/Services. All prices are subject to change without notice.

The company reserves the right to refuse service to any individual without specifying any reason in support of the decision. The company also reserves the right to discontinue or terminate engagement with any individual or group of individuals, companies or organizations without any prior notice or justification.

Coach Kaushal is committed to quality and the leadership and explicitly designated facilitators and management of Coach Kaushal have the right to take important decisions wrt the aforementioned commitment. Such decisions may involve changing the nature and delivery of its services or products, changing the nature and accessibility of its services, products, courses and programs at any given point of time.

For the Holistic Life Coaching Program and the services offered under the Corporate Coaching banner, wherever necessary, the terms of engagement shall be solemnized and outlined by an agreement before commencement of said engagement. Thereafter, the agreement shall in full govern, outline and dictate (wherever necessary), the terms of engagement, refunds, cancellations etc. for that particular engagement and in the highlighted duration.

Cancellation & Refunds Policy

When you register with us for any of our Service/Session/Programs whether batch based or individual and for which you have paid in advance and now you are expecting the service from our end. At COACHKAUSHAL we provide a full refund (after deducting 1% processing fee) on batch based services or courses/programs within 3-5 working days, but only in case of batch or slot unavailability. Once we acknowledge your registration for which our standard turn around time is 24-72 hours, we will inform you regarding the batch availability, if there is no availability in the upcoming batch you can either opt for the next batch/slot/availability window or opt for a refund within 3-5 working days once we inform you about the same.

There is NO provision of refund on cancellation of Individual Services/Sessions. Refunds for individual programs or courses are processed on a case by case basis. Kindly note that there only limited seats and slots available for every course or program. Therefore once a course of program slot/seat has been allotted to you, it cannot be allotted to anyone else once the cycle or month has begun. Therefore deferred delivery of service is possible in case of extraneous circumstances preventing you from continuing a program or course once you begin. This too is processed on a case by case basis subject to your timely intimation and requests for the same. The settlement of any refunds/deferrals in service are the sole discretion of the Coach Kaushal team.

Terms of engagement and refunds for our Holistic Life Coaching program and Corporate Coaching offerings are dictated by the agreement of engagement signed before the commencement of the engagement.

Money Back Guarantee Policy

We at COACHKAUSHAL are concerned about the Client Satisfaction and see our Clients as valuable allies therefore providing Money Back Guarantee (after deducting 5% processing fee) for selected Services/Courses. This is applicable only for the courses or services where a money back guarantee is explicitly mentioned. The terms for the Money Back Guarantee are as follows:

1. You must have to claim the Money Back Guarantee before the completion of one fourth of the duration (considered on the basis of **Sessions** not on days) of that particular Service/Course if you are not satisfied with it.
2. Any claim or initiative with reference to Money Back Guarantee entertained after the aforesaid duration will be rejected.
3. In case you demand or claim the Money Back Guarantee and meet eligibility criteria for the same as stated above, we will provide you a full refund (after deducting 5% processing fee) but you will become ineligible for applying to that Service/Course or any other Advance Module of that Service/Course ever in the future.

Online Session/Classroom Code Of Conduct

All learners have the right to learn without interference from others. Faculty members, coaches and facilitators have the authority to protect this right by creating and maintaining an environment that is conducive to learning. Towards this end COACHKAUSHAL has developed the following Code of Classroom/Sessions Conduct.

Learners are required and expected to conduct themselves in a mature and considerate manner. Learners should conduct and express themselves in a way that is respectful to all individuals. This includes respecting the rights of others to comment and participate fully in online teaching session. Online Classroom misconduct is any behavior which disrupts or interferes with the learning environment.

Examples of Session Misconduct

Includes, but is not limited to, the following:

1. Engaging in behavior that disrupts or interferes with the learning environment. Behavior such as, but not limited to, disrupting the session while the faculty member or other pupils are speaking, using offensive language, creating distractions or disturbances, considered disruptive behavior to the learning process.
2. Using cell phone, electronic devices and any other gadgets (other than the one you are using for the session) that disrupt the learning process or teaching environment. Faculty members have the right to restrict the use of such devices.
3. Joining the session late or leaving the session prior to the end of session may be considered a disruption to the learning environment. (It depends on the discretion of the faculty.

Consequences of Session Misconduct at COACHKAUSHAL

In case of session misconduct we might terminate your membership for that particular course with NO refund and you might be debarred from participating in any of the ongoing & future Services/Courses. Withdrawal from a course does not exempt a student from any pending charges of session misconduct.

Learning Advisory

1. The achievements of learning objectives as outlined in the learner on-boarding document e-mailed to you during the on boarding process for any of the courses you registered for, depends to a large extent on your seriousness and regularity in completing any assignments, exercises, tasks and/or activities as prescribed by the faculty during the course of each learning session.
2. Rest assured that at COACHKAUSHAL we are committed to your development and success however it is impossible for any of the learning outcomes to substantiate in the absence of your collaboration with us in achieving the learning objectives.
3. If you fail to complete the necessary assignments, tasks , activities etc, as prescribed by the faculty with a view to supplement the online learning interaction, we may take a negative view of any refund claimed by you in that case COACHKAUSHAL may choose not to entertain any request for refund.
4. Through our exclusive videos, audios, posts, PDFs etc as well as interaction within the COACHKAUSHAL community we seek to provide you with the maximum possible assistance in completing any assignments, quizzes, tests etc prescribed by the faculty during classroom interaction.

5. Even after all of this , if you choose to take a lackadaisical view of the course objectives and file a plea for refund, we at COACHKAUSHAL retain the right to reject any such requests.

The point of each of our specially designed courses/sessions/services/programs is to help you improve and succeed in life. Please bear in mind that if we are taking your success with such seriousness you are expected to match the same intent.

Since any given point of time the classroom may constitute learners of different nationalities, time zones, jobs, routines, domestic responsibilities etc, we understand a certain degree of latitude is required for each attendee. Therefore you may have to leave the session momentarily to attend to immediate task in your environment such as opening the door , going to the loo etc. However please make sure if you must do so you mute your microphone when you get up and when you re-join , you take a few minutes to settle into the coaching session conversation so that you cause no disturbance to any of the other attendees.

Reach out to us on **support@coachkaushal.com**, in case of any queries.