

**GENERAL BUSINESS TERMS AND CONDITIONS  
OF UPLIFT CONSULTING S. R. O.**

*Effective from July, 30th 2023*

**I. CONTRACTUAL PARTIES**

1. The Provider is Uplift Consulting s. r. o., located at Svätoplukova 2099/57A, 900 26 Slovenský Grob, Company ID: 50 353 624, Tax ID: 21 20 29 90 05, VAT ID: SK 21 20 29 90 05, registered with the Bratislava I District Court, Section: Sro, File No. 111 942/B. Contact email: info@upliftconsulting.eu, websites: vladimira-neuschlova.com, neuschlova.com, upliftconsulting.eu, barrettovametoda.com.
2. The Client refers to any individual or legal entity that utilizes any of the services provided by the Provider.

**II. GENERAL PROVISIONS**

1. These General Business Terms and Conditions (hereinafter referred to as "GBTC") govern the relationship between the Provider and the Client concerning the use of services offered by the Provider.
2. These services primarily include providing consultancy and coaching in the fields of corporate advisory, leadership development, and corporate culture counseling.
3. The Client must agree to these GBTC before using any of the aforementioned services.

**III. PURCHASE AGREEMENT**

1. The proposal to conclude a purchase agreement is made by the Client placing an order and the Provider accepting it, which will be confirmed via email or a similar method.
2. The purchase agreement is considered concluded when the Provider accepts the proposal.
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**IV. PRICING**

1. All prices quoted by the Provider are contractual and current.
2. All prices are listed next to each service. The Provider is a VAT payer.
3. The Provider reserves the right to change and update prices without prior notice.
4. Changes according to section IV, point 1 of GBTC do not apply to services already ordered at the time of the change.

**V. ORDERING AND DELIVERY PROCESS**

1. Clients can order services through a contact form, providing a list of desired services and all necessary contact details, or via email or phone by providing the same details.
2. Clients will be informed of the acceptance of their order after submitting the form or email.
3. Once the order is accepted, a proforma invoice will be sent to the Client based on the chosen program or service in electronic format.
4. After payment of the proforma invoice, the Provider will deliver the service within the timeframe mentioned in the offer.
5. Upon completion of the service, the Provider will send the Client a regular invoice in electronic format.

**VI. PAYMENT TERMS**

1. The basis for payment will be the proforma invoice sent by the Provider before the delivery of the service.
2. Clients are obliged to settle the proforma invoice within 7 days of its issuance unless stated otherwise on the invoice.
3. The invoice is considered paid on the date the funds are credited to the Provider's account.

**VII. PAYMENT OPTIONS**

1. Ordered goods and services can be paid in three ways: a) Bank transfer to the seller's account. b) Payment through the website using a credit card or a similar method. c) Cash payment when availing the service or at the Provider's premises.
- 2.

**VIII. DELIVERY CONDITIONS**

1. The service will be delivered to the Client either electronically or in-person, depending on the type of service chosen. The delivery may include materials and processed documentation as per the Client's

instructions if agreed upon in the order.

2. Delivery time information will be provided by the Provider after the proforma invoice payment.
3. The Provider reserves the right to extend the delivery time if necessary and will inform the Client, who can then accept the extended timeframe or cancel the order.

### **IX. DATA PROTECTION**

1. By placing an order, the Client declares their consent, in accordance with the EU Regulation No. 2016/679 dated April 27, 2016 (General Data Protection Regulation, GDPR), for the Provider to process and store their personal data, especially those necessary for the Provider's operations, and to process them in all its information systems. Personal data protection for Uplift Consulting s.r.o. is detailed in the document - Data Protection of Uplift Consulting\_2023.

### **X. CLIENT'S RIGHTS AND OBLIGATIONS**

1. Upon order submission and its acceptance by the Provider, the Client is obligated to pay and accept the services.
2. Clients have the right to claim warranty, with conditions specified in section XI of GBTC.
3. Clients have the right to withdraw from the agreement within 14 days under a money-back guarantee. The refund method will be agreed upon by both parties.
4. This right of withdrawal does not apply to goods or services scheduled for a specific date and time (e.g., training, workshops, paid events, online webinars, etc.) or if the service is delivered with Client's consent before the end of the withdrawal period.

### **XI. WARRANTY CLAIMS**

1. The Provider ensures the delivery of services according to the agreement.
2. If the delivered service does not meet the agreement, the Client has the right to request either a replacement of the service or a refund.
3. Warranty claims must be filed immediately after the discovery of any defect, at the latest within 14 days from the receipt of the service.

### **XII. CANCELLATION OF SERVICE**

1. The Client has the right to cancel the order if the Provider does not deliver the service within the agreed timeframe.
2. The cancellation must be in writing and delivered either by email or traditional post.

### **XIII. FINAL PROVISIONS**

1. All agreements between the Provider and the Client are subject to these GBTC. Any deviations from these GBTC must be agreed upon in writing.
2. The Provider reserves the right to change these GBTC. The current version of GBTC will always be available on the Provider's website.
3. Any disputes between the Provider and the Client will be resolved primarily by mutual agreement. If an agreement cannot be reached, all disputes will be settled before the competent court in Bratislava.
4. The Client acknowledges that the coaching, lecturing, and consulting services provided by the Provider (represented by various persons acting on its behalf) are not a substitute for psychotherapy or treatment of health problems, do not establish a diagnosis, nor provide health recommendations for treatment. The Client fully assumes responsibility for applying only the information and acquired knowledge that supports and does not endanger his health, mental, and emotional well-being, while also not exposing the Client to any business or managerial risks associated with employee management.
5. If the Client is currently under medical or other professional care concerning mental health, they are obligated to inform their coach, lecturer, or consultant providing services on behalf of the Provider.
6. The Client understands that the advisory services for managers and entrepreneurs provided by the Provider (represented by various individuals acting on its behalf) are not legally binding advice. Since the Provider cannot encompass all crucial information about the Client's business nor know all his confidential information, the Provider does not take responsibility for the results the Client may or may not achieve by applying the information exchanged during the service provision.
7. Legal relations between the Provider and the Client – an individual not expressly governed by these T&C, are subject to the relevant provisions of Act No. 40/1964 Coll.
8. Legal relations between the Provider and the Client – a sole trader or legal entity not expressly

governed by these T&C, are subject to the relevant provisions of Act No. 513/1991 Coll., as amended.

9. The Provider reserves the right to change these T&C without prior notice.
10. By submitting an order, the Client confirms that they have become familiar with these T&C and agrees with them.
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This document becomes effective on July 30, 2023.