



## GENERAL CONDITIONS FOR THE PURCHASE OF ONLINE TRAINING COURSES

### **Applicability criteria**

The following conditions apply to all contractual relationships between Alessandra Chiappero, coach and humanistic mediator, professional not organized in order or college pursuant to Law 14 January 2013 n. 4 (AC), and the client-coachee (C) for individual sessions, group sessions, and workshops online and in person.

These conditions apply to all customers, whether they are consumer customers or natural persons who purchase access to the course for private use and are direct users, whether they are professional customers or subjects other than natural persons, they purchase access to the course for private, professional or commercial use.

Please read carefully and subscribe to the following conditions of use before undertaking individual, group sessions and online workshops offered by Alessandra Chiappero.

### **1) Purpose and terms of performance**

By accessing this website, Yasur.eu, and the online courses offered therein, the client-coachee agrees to be bound by the proposed contractual conditions and the privacy legislation. Furthermore, by accessing and browsing the site, Yasur.eu the coachee accepts the Terms of Use without limitation or qualification and acknowledges that any other agreement with Alessandra Chiappero is ineffective.

### **2) Minimum age requirement**

The Coaching sessions and Family and Systemic Constellations, as well as the Trauma Resolution sessions on a somatic basis in individual and group meetings, online and in presence, are provided only to participants aged 18 and over.

### **3) Risks and disclaimer**

Alessandra Chiappero undertakes to exercise all the training activities, transformational and systemic coaching, as well as humanistic mediation presented on the Yasur.eu website, in full compliance with the code of ethics of self-regulation and identification of the *International Coach Federation* (ICF) updated on May 26, 2020, which protects the subjects in the coaching relationship.

The Transformational Ontological Coaching techniques, the Family and Systemic Constellations as well as the Trauma Resolution sessions on a somatic basis are applied to individual development and are therefore always subordinated to the collaboration of the coachee.

Alessandra Chiappero does not guarantee a specific result at the end of the coaching path. Alessandra Chiappero's sessions intend to inspire the coachee - who acts in total autonomy and freedom - to facilitate his/her personal determination in Changelement.

The coachee is aware that any Transformational Coaching, Family and Systemic Constellations and Somatic Trauma Resolution programs can trigger physical, mental and psychological reactions. He/she noted that the paths proposed by Alessandra Chiappero on the 'Yasur evolution golden paths' website include energetic activation practices, feedback, social and spiritual sharing that could require an important commitment on both a physical and psychic level.

The coachee declares to participate of his/her own free will in the evolutionary paths proposed by Alessandra Chiappero, aware that his/her participation in individual and group sessions, as well as in online and face-to-face workshops held by Alessandra Chiappero can cause important emotional releases, strong disorientation and physiological reactions and fully accepts these possibilities.

The coachee is aware of the fact that Alessandra Chiappero, as a transformational ontological coach and humanistic mediator, does not issue diagnoses or prescriptions.

The coachee is aware that Alessandra Chiappero is in no way a mental health consultant or medical professional, nor is she authorized to act as such.

The coachee is aware of the fact that the activities in which he/she has decided to participate are to be considered solely as awareness-raising techniques and have no therapeutic function. Terms such as 'healing', 'symptoms', 'disorders' used during group meetings or individual sessions (and in any document or multimedia content) are sole as resources for the processing of Trauma.

The techniques used in the session do not obtain a cure, nor do they replace in any way medical, psychiatric, psychoanalytic and / or psychological therapies in progress or to come, nor the conditions of your treating physician.

If the coachee has any doubts about his/her mental and physical condition that requires professional or medical advice, He/she undertakes to promptly consult a medical specialist and/or health professional. It undertakes not to delay the request for a consultation due to the information offered within and through the Yasur.eu website or the coaching activity provided by Alessandra Chappero.

The coachee declares to be in good state of mental and physical health at the time of undertaking individual and group sessions and/or workshops and exonerates from any liability for direct or indirect damages of any nature (material, moral and/or biological) consecutive to his participation in these activities provided online and in the presence of Alessandra Chiappero except for the hypothesis of willful misconduct or gross negligence. The recipients of the disclaimer account are Alessandra Chiappero, the partner facilitators and the managers of the venue where the workshop is held in person.

#### **4) Security and Confidentiality**

Alessandra Chiappero, in compliance with the ethics of the *International Coach Federation* (ICF), and in compliance with the privacy legislation, undertakes to keep all information acquired during her coaching activity confidential, whether related to operational, business or private matters of the coachee, even after the termination of the contract.

#### **5) The commitment of coaches and coachees in the evolution path**

The set of awareness-raising activities proposed by Alessandra Chiappero on the Yasur.eu site is based on collaboration and mutual trust.

The coachee has no obligations and has the right to follow or not the indications that emerged during the session.

The coachee is solely responsible for his/her physical and psychological well-being.

The coachee recognizes that all the phases and measures implemented in the context of the coaching path fall within his/her sphere of responsibility.

If the coachee withdraws from the course or cancels the agreed session, unless canceled within 24 hours, he/she is required to pay the fee in full.

Alessandra Chiappero has the right to cancel coaching sessions or workshops in the presence of adverse events that prevent them from taking place at the agreed time and that are beyond her direct responsibility.

Alessandra Chiappero will take care to inform the coachee of any cancellation as soon as possible.

In case of cancellation due to adverse events, the coachee is not entitled to compensation.

In case of cancellation, a replacement date will be proposed and offered to the coachee.

#### **6) Conclusion of the contract**

The coaching contract will be stipulated with the undersigned Alessandra Chiappero (AC)

The contract can be signed in person at her residence in Via Belfiore, 60 -10126 Turin, by telecommunication or on the Yasur.eu website.

When ordering on the Yasur.eu website, the coachee-customer (C) can select the desired evolutionary path without obligation and provide the information required to conclude the contract.

The (C) may modify the selected services and his/her data at any time using the navigation buttons provided. If a contract is concluded on the Yasur.eu website, the (C) makes a binding offer to enter into a contract by clicking on the "order and pay" button on the website. The contract is therefore sanctioned by the confirmation e-mail from Alessandra Chiappero/ Yasur, in which the (C) will also find these Terms and Conditions and the cancellation instructions. The contract is in Italian/English.

#### **7) Default payment**

The coachee pays the contractually agreed rate for coaching, including VAT.

The coachee is required to pay in advance, unless otherwise agreed in the offer or if an alternative payment plan has been granted.

When booking through the website, the coachee can choose between the following payment methods:

- PayPal, in which case the payment will be made according to the agreement between the coachee and PayPal; further information can be found in PayPal's terms and conditions.
- Credit card
- Wire transfer  
Banca Popolare Etica  
IT43P0501801000000019019884

Alessandra Chiappero will have the right to verify the payment before carrying out the coaching session and request proof of payment. If the coachee is unable to provide it, (AC) may ask the coachee to pay the fee on-site (in the event of a double payment, one of the payments made will be refunded).

### **8) Right of withdrawal**

The coachee has the right to withdraw from this contract within fourteen days from the day of the conclusion of the contract.

To exercise the right of withdrawal, it is necessary to unequivocally inform Alessandra Chiappero, Via Belfiore, 60, 10126 Torino [info@yasur.eu](mailto:info@yasur.eu) of the decision to withdraw from this contract (for example by registered letter with return receipt, fax or e-mail). In case of sending by registered letter, the date of the postmark will prevail.

### **9) Consequences of cancellation**

Withdrawing from this contract, the coachee will be reimbursed for the payments made, no later than fourteen days from the day in which Alessandra Chiappero received the notice of withdrawal for this contract. The same payment method used for the original transaction will be used for the refund, unless otherwise expressly agreed. No commission will be charged in connection with this refund.

### **10) Refund policies**

If for any reason the individual session, group session, or online workshop did not meet his/her expectations, the coachee can request a full refund within 14 days of delivery. Refund requests must be made by writing to [info@yasur.eu](mailto:info@yasur.eu). Refunds will be issued in the same form of payment made. If a refund involves commissions, they will be borne by the coachee who requested them.

### **11) Copyright and intellectual property rights**

All the contents of the site, articles, workshops and presentations on the Yasur.eu site, and shared on the zoom platform or in presence, are the exclusive property of the site itself, protected by copyright law.

The coachee is not authorized to copy, distribute or make public such documents.

The coachee is not authorized to take photographs, make filming and/or audio recordings of coaching sessions, courses or group workshops without the explicit consent of Alessandra Chiappero who is the author and owner.

In the event that Alessandra Chiappero intends to record sessions or courses for dissemination purposes, she will ask explicit authorization from the coachees and all participants, in case of group activities. It will be at their discretion to grant such permission.

Any comments, feedback and testimonies sent to Alessandra Chiappero/Yasu.eu, (including notes, texts, drawings, images, projects) will become and remain the exclusive property of Alessandra Chiappero/Yasur. No submission will be subject to any obligation of confidentiality on the part of Alessandra Chiappero who will have the right to use, publication and dissemination without restrictions for dissemination and promotion purposes, without any recognition or compensation for the user.

Upon registering on the Yasur.eu site, the coachee expressly agrees to receive notices, announcements, agreements, disclosures, reports, documents, communications regarding his purchase. The coachee agrees to receive such communications in electronic form transmitted by e-mail and social media (Telegram and Whatsapp).

## **12) Exclusive jurisdiction**

The law applicable to the aforementioned contractual agreements is Italian law and for any dispute that may arise in relation to the matter regulated here, the Court of Turin will be exclusively competent, with the express exclusion of any other Court with the sole exclusion of the consumer customer for whom the competent court will be that of residence or domicile. The parties also agree that any dispute arising from the registration contract, including those relating to its validity, interpretation, execution, or termination, is previously subject to a mediation procedure pursuant to Legislative Decree 28/2010 at a Body, jointly chosen by the parties or by the first of them who will do so, registered in the Register kept by the Ministry of Justice and based in the province of Turin.

## **13) Information and consent to the processing of personal data**

For the contract, the contractual data are collected pursuant to and in compliance with art. 6 par. 1 of art. 6 par. 1 (b) GDPR EU Regulation 2016/679 and pursuant to Article 13 of Legislative Decree no. 196/2003 (by way of example name, address and e-mail address, possibly also the services used and any other electronic means or aimed at storing the transmitted data, necessary for the execution of the contract), to the extent that they are necessary for the conclusion, negotiation or modification of a contract.

The contractual data will be transmitted to third parties only to the extent necessary for the execution of the contract (pursuant to Article 6 par. 1 (b) GDPR), for the prevailing interest in an effective pursuant to art. 6 paragraph 1 (f) GDPR) or if consent has been given (pursuant to Article 6 paragraph 1 (a) GDPR) or if there is another legal authorization. The data will not be transmitted to a country outside the EU, unless the EU Commission has determined a level of data protection similar to that of the EU, consent has been given or standard contractual arrangements have been agreed with the third-party supplier.

The interested parties may at any time and free of charge request information on the personal data concerning them stored. You may at any time request the correction of incorrect data (including through the integration of information) as well as the limitation of the processing of

your data, or even the cancellation of your data. This applies in particular if the reason for the data processing is no longer valid, if the requested consent has been withdrawn and there is no other legal basis or if the data processing is unlawful. Personal data will then be corrected, blocked, or deleted without delay and in accordance with legal requirements. It is always possible to revoke the consent to the processing of personal data previously given. This can be done without any formal requirements, for example, by e-mail. The withdrawal does not affect the lawfulness of the data processing carried out up to that moment. There is a right to request the transfer of the contractual data in a machine-readable format. In case of suspected violation of rights by data processing, it is possible to lodge a complaint with the competent supervisory authority.

The data will generally remain stored only as long as the purpose of the respective data processing requires it. Archiving beyond this deadline is possible if it is necessary to pursue legal claims or for legitimate interests or in case of a legal obligation to keep the data longer (e.g. tax requirements for record keeping, prescription).

#### **14) European dispute resolution**

Beyond the mediation described in this contract, there is an option for the out-of-court resolution of consumer disputes in online contracts under art. 14 par. 1 ODR Regulation: the European Commission provides a platform for online dispute resolution (ODR), at <http://ec.europa.eu/consumers/odr/>.

#### **15) Express approval**

Pursuant to and for the purposes of articles. 1341 and 1342 of the Civil Code, the clauses referred to in points are expressly approved: 3) Risks and disclaimer; 7) Default payment; 11) Copyright; 12) Exclusive jurisdiction; 13) Information and consent to the processing of personal data.