

# Terms & Conditions

These Terms and Conditions ("Agreement") govern the relationship between Tidal Titans Coaching Services - FZCO ("Company," "we," or "us") and the individual or entity ("Client" or "you") who engages our coaching services. By using our coaching services, you agree to be bound by these Terms and Conditions. Please read this Agreement carefully before proceeding.

## 1. Coaching Services

1.1 Description: Tidal Titans Coaching Services - FZCO provides professional coaching services such as but not limited to, swim coaching and freediving, to assist Clients in achieving personal and professional goals.

1.2 Limitations: Our coaching services do not guarantee specific results or outcomes. The Client acknowledges that results may vary and depend on various factors, including the Client's commitment, efforts, and individual circumstances.

## 2. Client Responsibilities

2.1 Full Disclosure: The Client agrees to provide accurate, complete, and honest information about themselves, their goals, and any relevant background or history that may impact the coaching process.

2.2 Participation and Engagement: The Client agrees to actively participate in coaching sessions, complete assigned tasks, and engage in open and honest communication with the Coach.

2.3 Commitment: The Client acknowledges that achieving desired results requires personal effort, commitment, and implementation of recommended strategies beyond coaching sessions.

2.4 Confidentiality: The Client understands that all coaching sessions and related communications are confidential, and the Client agrees not to disclose any confidential information shared during coaching sessions without prior written consent from the Company.

## 3. Coaching Process

3.1 Sessions: Coaching sessions will be scheduled as mutually agreed upon by the Client and Coach. The frequency and duration of sessions will be determined based on the Client's needs and the Coach's availability. All sessions must be completed within the term.

3.2 Rescheduling: Classes cannot be rescheduled once the booking is made and confirmed by both the Client and Coach. If a child is absent due to illness, a make-up session will be provided on the condition that a sick note is presented.

3.3 Cancellation: Any cancellations made by an individual or organization will not be eligible for a refund unless they meet the following circumstances.

- Major Illness.
- Hospitalization and rehabilitation exceeding one week.
- Relocation outside of the emirate in which the venue resides.
- Loss of employment.

3.3.1 Tidal Titans Coaching Services – FZCO reserves the right to cancel any of its activities. This includes but not limited to:

- Lessons
- Coaching Sessions
- Camps
- Competitions
- Clinics
- Low Enrollment
- Any Event organized by Tidal Titans Coaching Services – FZCO

3.4 In the event that any activities have been cancelled by Tidal Titans Coaching Services – FZCO for any reason, a make-up session will be offered to affected members.

3.5 Coaching Boundaries: The Coach will establish appropriate boundaries to ensure a professional coaching relationship and maintain ethical standards. The Client agrees to respect these boundaries and maintain a professional demeanor during coaching sessions.

3.6 No refunds will be offered for canceled activities beyond the control of Tidal Titans Coaching Services - FZCO, including but not limited to force majeure events, strikes, lockouts, bans, insurrections, riots, sabotage, epidemic or quarantine, landslides, earthquakes, floods, sandstorms, lightning, civil disturbances, fire, or explosions.

## 4. Fees and Payment

4.1 Fee Structure: The Client agrees to pay the fees in full prior to participating in our activities. Places cannot be reserved under any circumstances.

4.2 Payment Terms: Payment for coaching services are due in advance. Failure to make timely payments may result in the suspension or termination of coaching services.

4.3 Payment Methods: Payments will be accepted through the following methods.

- Payment Link
- Bank Transfer

## 5. Refunds

5.1 No refunds will be offered without the permission from the board of directors.

5.2 Refund requests received by Tidal Titans will undergo a formal review process within 5-7 working days of receiving the request.

5.2.1 Upon making a decision, the individual will be notified via email communication, and any necessary actions will be completed within 5 working days.

5.3 If a refund is approved, only the activity fee will be refunded, calculated on a pro-rata basis according to the remaining number of sessions or bookings in the term or paid period.

## 6. Make-Ups

6.1 Make-up sessions and credit notes must and can only be approved by the Board of Directors.

6.2 Upon approval, customers may attend a convenient location, day and time that is pre-scheduled through the venue lead, General Manager, or office.

6.3 If a make-up is not attended for any reason on the customers behalf, Tidal Titans will provide 1 last opportunity to reschedule before the make-up is retracted.

6.4 Make-up sessions must be completed within the term.

6.5 If Tidal Titans Coaching Services - FZCO is unable to arrange a makeup session, credit notes will be provided as an alternative.

- Credit notes can be issued in situations such as long-term injury or illness, where the individual is unable to complete makeup sessions within the same term. A doctor's certificate or proof of injury/illness may be required.
- Credit notes can also be provided in the case of emergency travel over an extended period

The specific circumstances for issuing credit notes may not be limited to the examples mentioned above.

## 7. Intellectual Property

7.1 Ownership: The Client acknowledges that all materials, resources, and intellectual property provided by the Company during coaching sessions or through any other means are the exclusive property of the Company.

7.2 Restricted Use: The Client agrees not to reproduce, distribute, modify, or use any of the Company's intellectual property without prior written consent from the Company.

## 8. Photography Policy

8.1 The use of mobile phone cameras, videoing equipment, and any type of cameras is strictly prohibited on poolside and in changing areas during all sessions to adhere to Tidal Titans Coaching Services - FZCO's safeguarding policies. If anyone is found videoing or taking photos, they will be required to delete the footage immediately. Tidal Titans staff may also implement this policy pitch or courtside when necessary.

8.2 Tidal Titans Coaching Services - FZCO may capture photos or videos solely for training and marketing purposes, following the talent release/consent form. If you prefer that your child is not photographed, please notify a staff member.

## 9. Privacy Policy

9.1 At Tidal Titans Coaching Services - FZCO we respect and understand the importance of your data and privacy.

9.2 Personal Information: We may collect personal information, such as your name, email address, phone number, and any other information you voluntarily provide to us when you fill out forms on our website or communicate with us.

9.3 All credit/debit card details and personally identifiable information will never be sold, shared, rented or leased to any third parties.

9.4 Updates to the Privacy Policy: We reserve the right to update or modify this Privacy Policy at any time. If we make material changes, we will notify you by email or by posting a notice on our website prior to the changes taking effect. Your continued use of our website or services after the effective date of the revised Policy constitutes your acceptance of the changes.

9.5 3<sup>rd</sup> Party: Certain advertisements on our website are provided by third parties, including ad networks, advertising agencies, advertisers, and audience segment providers.

- These third parties may collect information about your online activities, including on our website and other websites you visit.
- Technologies like cookies, web beacons, and similar tools may be used by these third parties to gather information and understand your interests.
- The purpose of collecting this information is to deliver tailored advertisements that align with your preferences.
- Tidal Titans Coaching Services - FZCO does not have access to or control over the information collected by these third parties.
- Please note that this privacy policy does not cover the information practices of these third parties.

## 10. Limitation of Liability

10.1 Disclaimer: The Client acknowledges that coaching is not a substitute for professional advice, therapy, or counseling. The Company shall not be held liable for any direct or indirect damages, losses, injuries or death arising from the Client's use of coaching services.

10.2 Indemnification: The Client agrees to indemnify and hold the Company and its coaches harmless from any claims, damages, or liabilities arising from the Client's actions, decisions, or participation in coaching services.

10.3 By agreeing to this waiver, I acknowledge all risks of my child/children that participate in any swimming activity lead by Tidal Titans Coaching Services - FZCO (Tidal Titans). I accept that there may be a risk of personal injury whilst participating in the activity, but the chance of this occurring will be reduced wherever possible by all instructors.

## 11. Termination

11.1 Termination by Client: The Client may terminate coaching services at any time by providing written notice to the Coach. Unused coaching sessions will be forfeited without refund.

11.2 Termination by Company: Tidal Titans Coaching Services - FZCO reserves the right to terminate coaching services at its discretion, with or without cause, by providing written notice to the Client. In such cases, the Company will refund any prepaid fees for unused coaching sessions.

## 12. Governing Law and Jurisdiction

12.1 This Agreement shall be governed by and construed in accordance with the laws of the UAE in which Tidal Titans Coaching Services - FZCO is located.

12.2 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in the aforementioned jurisdiction.

12.3 Minors under the age of 18 are prohibited from registering as a user of this website and are not permitted to transact through the website.

## 13. Entire Agreement

13.1 This Agreement constitutes the entire understanding and agreement between the Client and the Company and supersedes any prior agreements, whether written or oral, relating to the subject matter herein.

After reading the above document I HEREBY agree to all terms and conditions set out by Tidal Titans coaching service - FZCO and therefore give consent to my child/children to become a member of Tidal Titans and give my consent that they can participate in all activities and events organized or attended by Tidal Titans.