

Terms and Condition



Coachin



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<https://coachin.in/>

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General Terms

The CoachIn site is owned, edited and run by Niera LLP. CoachIn is Based out of Mumbai, You can reach us on the following email address : connect@coachin.in or whatsapp us on: +919820519820.

Use of the CoachIn site/app is subject to acceptance of the following Terms and Conditions. In case of disagreement with the conditions or unacceptable behavior towards a fellow user, CoachIn reserves the right to prohibit / restrict access to the site.

Terms

CoachIn act as an aggregator in connecting Tutors from different segment via online & work space. Our purpose is to connect Coach/ Tutor/ Trainer (Sports/ Dance/ Music/ Physical Training/ life coach/ Specialized coaching, Etc.) with students. CoachIn facilitates individual skills development and foster essential for personal and professional success.

CoachIn does not intervene in any financial transactions between coach and student.

Coachin being an aggregator our service limits in finding a suitable coach and cannot be engaged, directly or indirectly, in the transactions between students and tutors.

Coachin cannot be held responsible for the financial settlement between the Coach (Service Provider) and Student (Service Receiver).

CoachIn makes every effort to capture possible detail of the Coach. However it is also the responsibility of the service receiver (Parents/ Student) to also do due diligence at their end before availing services from the listed coach on coachin.in. Parents/ Student must also notify CoachIn on connect@coachin.in as soon as possible if the information is inaccurate.

CoachIn supports by giving access to member to browser the profile of Coaches with registration. However if you need to connect with our Coaching community, members must create a profile. This profile can be modified, administered, and deleted from the dashboard made available to users.

Coaches and Student will further have to abide with the National and State law and will have to provide support to authority as and when requested. CoachIn in no way is responsible in keeping track of the services availed, transaction detail or any discrepancy that may arise.

Registration & Searching for Listings

Coach/ Tutor/ Trainer can publish their detail on CoachIn.in at free of cost. Coaches can post as many ads as they wish by grouping their ads by subject group (e.g. Sports, Dance, Music, Physical Training, life coach, Specialized coaching, Etc.) or by creating one per subject.

Each ad must be different from the others and must have a unique title.

Content uploaded by Coaches/tutor on Coachin.in, the Coach/ tutor undertakes the responsibility to publish information, content, photographs and videos that are free from copyright and belong to coach/tutor and for which they hold the exclusive rights.

The coach must not advertise illegal, erroneous or misleading information. Any claim arise due to copyright, the coach/tutor will be solely liable. CoachIn may pull down the ad and in extreme case cancel the tutor's access.

The listings must only be limited to name of the Activity/class/session, Tutor Name, brief detail about tutor (Years in service, Certification, detail Activities, duration, etc.) The Listing should not contain misinformation, illegal or misleading information. Listings may not contain the contact details of the tutor/ coach: address, phone, e-mail, web address in any form. If the tutor/ coach fails to abide, the ads are subject to removal and banning from the website.

Coach are committed to being fully transparent about their background and references.

Coach advertisement may be suspended if the teacher takes more than 48 hours to respond to a course request.

All Tutors are required to offer students a free first class, which will be communicated explicitly in their adverts (1st class free). Failure to respect this policy may lead to your posting being temporarily suspended on the website. The duration of this free session will be set to 1 hour by default but can be modified. The session must be at least 30 minutes and the specifics of what is included in the free demo session should be clearly communicated to Coachin team.

Teacher's contact information is never shared with the students except in the case where the teacher accepts a class request, thus indicating that they wish to send their contact information to the student to organize the first demo session.

To maintain fees parity, tutor should charge similar fees of that of non Coachin students. Change in fees should be explicitly informed to Niera LLP. Tutor/ coach who fail to comply, will lead to account suspension.

Security

To ensure safety while browsing, all our pages on the site are secured by the HTTPS protocol and the navigation between the pages is encrypted.

After viewing the Posting, students can select the tutor and send the request. Team from Coachin will connect with the student and will guide them with profile and other information of Coach before enabling connection with the Coach/ Tutor/ teachers they have selected.

Student can select max 3 teacher for absolutely free, Any further selection (ad-on pass) will be charged at Rs. 299/ Per Month for 7 more teacher/ tutor/ coach.

The subscription is non-renewable and is a one-time payment. Ad-on pass is valid for a duration of 30 days (from payment date) or 7 selected teacher, whichever is achieved 1st. During the validity period, students can send 7 request to selected teacher that match their learning needs. For any further request, please write to connect@coachin.in or whatsapp us on +91 9820-51-9820.

If several of the selected tutors accept a class request, Student can prefer to choose tutor of their preference and Coachin team will support in initial connect.

If the teachers selected by a student are unavailable, our system automatically give available option of teachers for the student. The student can accept to get classes with these teachers by clicking "Connect" through the dashboard.

The student can only be reimbursed if the teacher is unavailable. Depending on the case, proof may be requested in order to proceed with the refund. Please note that if the request for a refund in the event of the teacher's unavailability is accepted, the ad-on pass will be terminated immediately.

In the case when the Student refuse to take classes because the teacher has asked them to complete homework, coursework or assignment, a refund of ad-on pass will not be given to the student.

The student can only be reimbursed of ad-on pass if due to the fault of the teacher, no classes have taken place, including any free class. Depending on the case, proof may be requested to be able to reimburse. Coachin allows students to contact and find teachers that are willing and able to teach them. If a teacher is willing to teach a student, but the student, for reasons unrelated to the tutor, decides not to follow through with the class, a refund of ad-on will not be granted. If the student is able to provide proof which confirms the unavailability of the teacher, Coachin will reimburse that month of the ad-on pass.

CoachIn does not interfere in the payment process between students and the teachers. Students must pay tuition fee directly to the teacher. Coachin in no way will be responsible for any issue pertaining to Fees collected /paid.

Privacy Policy

1. General

The purpose of this policy is to inform you of our practices regarding the collection, use and sharing of information that you may provide to us through our platform (the "Platform") accessible from the website www.coachin.in.

This policy sets out how we process the personal data we collect and that you provide to us. Please read this document carefully to understand our practices regarding the processing of your personal data by us.

2. The information we collect

We may collect and process the following data:

2.1. The information you provide directly to us

By using our Platforms, you are required to transmit information to us, some of which is likely to identify you ("Personal Data"). This is particularly the case when you fill in forms (such as the registration form), when you contact another member of CoachIn, when you contact us - whether by telephone, email or any other means of communication - or when you report a problem. CoachIn is vigilant about the security of its website's, our partners identity and payment information of each of its members. If we notice a incident, a member of our team may contact you to verify your identity.

The information you give us may include:

2.1.1. Mandatory information required to register as a student for the service we provide on our Platforms or to access other services provided by us, including your name, email address, date of birth, gender, mobile phone number, password as required. All these fields are mandatory. CoachIn will not be able to provide you with the services offered on our Platforms if the required information is not provided, consequently you will not be able to register for a user account on our Platforms

Mandatory information required to register as a Teacher/ Coach/ Trainer

2.1.2. Photograph ;

2.1.3. Postal address ;

2.1.4. Identity Proof (Aadhaar, pancard, etc)

2.1.5. Certificates

2.1.6. Coaching services

2.1.7. References

2.1.8. Banking Detail

2.1.9. Consent to the collection and processing of this data ;

2.1.10. Any data that we collect automatically

3. Social Media (Facebook, Twitter, Linkdin, Instagram, etc.)

3.1. If you sign up via social media authentication methods, CoachIn will access certain Personal Data (e.g. first name, surname, picture, email, number of Facebook friends, etc.) in your social media account pursuant to the applicable terms and conditions of these social media platforms. We may also collect some of your Personal Data when you interact with third-party social media features, such as "Like" functions.

3.2. During each of your visits, we may collect, in accordance with applicable law and with your consent, where applicable, information relating to the devices on which you use our services or the networks from which you access our services, such as, in particular, your IP addresses, connection data, types and versions of Internet browsers used, types and versions of your browser plug-ins, operating systems and platforms, data about your browsing experience on our Platforms, including your browsing experience on the various URL pages of our Platforms, the content you access or view, the search terms you use, the length of time you spend viewing certain pages, your device's advertising ID, interactions with the page, and any phone number you use to contact us. Some of the technologies we use to collect this information include the use of cookies.

3.3. We also collect aggregated information regarding your activity on our Platform

(such as the number of ads posted, your response rate to messages, your date of registration, your average number of reviews received, etc.) which may be displayed on your public profile.

3.4. Data Retention / How long do we keep your data

Your data will be retained and secured indefinitely unless you explicitly request the complete deletion of all your data. To do so, please send an email to connect@coachin.in with the subject titled Data Deletion.

4. How do we use the information we collect from you?

4.1 To fulfil contracts entered into between you and us or between us and our business partners and to provide you with information and services requested. This processing is necessary for the performance of our respective contractual obligations.

4.2 Sending you information about our services (such as course booking confirmations) by email, SMS or other means of communication. This processing is necessary for the performance of our respective contractual obligations and/or is carried out with your consent.

4.3 Collecting your payments. This processing is necessary for the performance of our respective contractual obligations.

4.4 Allow you to personalise your profile on our Platforms. This processing is carried out on the basis of your consent.

4.5 To enable you to communicate and exchange with other members of our community. This processing is necessary for the performance of our respective contractual obligations and/or carried out with your consent.

4.6 To provide you with access and communication with our customer relations department. This processing is (i) necessary for the performance of our respective contractual obligations, (ii) carried out with your consent and/or (iii) necessary for the establishment, exercise or defence of legal claims.

4.7 To ensure compliance with applicable legislative laws and our terms and conditions of use. Certain breaches that we regard as inappropriate may lead to the suspension of your account; This processing is (i) necessary for the performance of our respective contractual obligations, (ii) carried out with your consent and/or (iii) necessary for the establishment, exercise or defence of legal claims.

4.8 To send you, in accordance with applicable laws and with your consent where required by law, marketing, advertising and promotional messages and information relating to the use of our services, booking arrangements or to suggest and advise you of goods or services which may be of interest to you. We may also use your data to send you advertising messages that may be of interest to you on social networking platforms or third party sites. If you would like more information about this, please refer to the contractual documents of these platforms. This processing is based on your consent and/or our legitimate interest (providing you with relevant information).

4.9 In order to inform you of changes to our services. This processing is necessary for (i) the performance of our respective contractual obligations, (ii) the fulfilment of our legal obligations and/or (iii) the establishment, exercise or defence of legal claims.

4.10 To manage our Platforms and to perform internal technical operations in the context of problem solving, data analysis, testing, research, analysis, studies and surveys. This processing is based on our legitimate interest (ensuring the security of our Platforms and improving their features).

4.11 To improve and optimise our Platforms, in particular to ensure that the display of our content is tailored in the most effective manner for you and for your device. This processing is based on our legitimate interest (providing you with relevant content).

4.12 To enable you to use the interactive features of our services, when you choose to do so. This processing is necessary for the performance of our respective contractual obligations and/or is carried out with your consent.

4.13 To assist us in maintaining a safe and secure environment on our Platforms. This processing is (i) based on our legitimate interest (ensuring the security of our Platforms), (ii) necessary to comply with our legal obligations and/or (iii) necessary for the establishment, exercise or defence of legal claims.

4.14 To understand/evaluate the effectiveness of the relevant advertising messages we send and tailor to our members. This processing is based on (i) our legitimate interest (measuring and optimising the effectiveness of our campaigns) and/or (ii) upon your consent.

5. Who are the recipients?

5.1. In the course of using our services, some of your information is shared with other members of our community, either through your public profile or as part of the class request process (for example, we share your phone number with people you have requested to have classes with).

5.2. We also work closely with third party companies who may have access to your Personal Information, including :
Social networking platforms that may offer features that allow you to integrate information from your account on their platform into your CoachIn profile ;
Subcontractors we use for technical services, payment services, identity verification and analytical solution providers.

5.3. We only share your data with the third parties mentioned in 4.2. above in the following cases :

5.4 Where we use a service provider in connection with the performance of any contract between you and us or in order to provide or improve our services (for example, in connection with payments made via our Platforms);

5.5. As part of the class request process, in order to provide the requested services, we may display on our Platforms or transmit to another member (passed on to tutors (if you

are a student) or a students (if you are a tutor)) some of your Personal Data such as your first name, photograph, mobile phone number or e-mail address ;

5.6. In the event that we sell or acquire a business or assets, in which case we reserve the right to share your Personal Data with the prospective seller or buyer of that business or assets.

5.7. If CoachIn or any of its assets are acquired by a third party, the data in our possession will, where appropriate, be transferred to the new owner.

5.8. In accordance with applicable laws and with your consent where required, we may aggregate data about you that we receive or send to our business partners, including some or all of your Personal Information and information collected through cookies. This aggregated information will only be used for the purposes described above.

5.9. Please note that if you choose to give us access to some of your information, including Personal Information, through the connection services provided by our business partners, their privacy policies are also enforceable against you. We have no control over the collection or processing of your data by our business partners on their own platform.

5.10 You give us permission to use your name, profile picture and content in connection with any commercial, sponsored or associated content that we distribute or enhance.

5.11 You can delete your account directly from your dashboard in the profile area or email us at Connect@coachin.in to have a member of our team delete your account. We do not store any data from deleted accounts in our back office. We do not pass on your content or information for resale to any third party company.

6. Promotion Messages

With respect to promotional emails: you may withdraw your consent at any time by (i) unchecking the relevant box in your account, (ii) clicking on the unsubscribe link provided in each of our communications or (iii) contacting us as described in Section 13 below.

With regard to targeted advertising and content :

On social networking platforms (e.g. Facebook, Twitter): you can object to this processing at any time by configuring the advertising settings via your social media account.

7. Links to other websites and social networks

Our Platforms may occasionally contain links to the websites of our partners or third party companies. Please note that these websites have their own privacy policies and that we are not responsible for the use made by these websites of the information collected when you click on these links. We encourage you to review the privacy policies of these sites before submitting your Personal Information to them.

8. Changes to our Privacy Policy

Any changes we may make to our Privacy Notice in the future will be posted on this page. Where appropriate, we will notify you or seek your consent. Please check back frequently to see any updates or changes to our Privacy Policy.

Consequences of withdrawal

Refunds will be made within 14 days of CoachIn being informed of the subscriber's decision to withdraw, by the same means of payment used by the subscriber for the initial transaction, unless the subscriber instructs otherwise.

Exception to the right of withdrawal

You cannot cancel an order for a ad-hoc Pass if it was initiated at your request and the teacher has agreed to you exchanging your contact details, thereby acknowledging that you lose your right of withdrawal.

Use of Home Page

By logging into their dashboard, CoachIn members can manage their connections and ads. The dashboard allows members to manage their profile information, advertisements (add, delete, modify) and connections with teachers or students.

Coachin/ Trainer/ Teachers are required to respond with 48 hours of notification to any query or application to connect made by the students or Coachin Team.

If teachers do not respond, their post may be suspended until they have taken the time to respond to their students.

CoachIn reserves the right to filter these messages and directly contact the sender if it is deemed spam or messages do not match the purpose of the site.

CoachIn reserves the right to retain and delete any e-mail messages exchanged.

It is forbidden to send unsolicited e-mails of a commercial nature (spamming) to people met through CoachIn.

We hope you have fun learning and growing with the best teachers !