

Terms of use

By registering or booking on the Narra platform (www.narra.io) of 1ClickCoach GmbH, based in Zurich, users acknowledge the effectiveness of these terms of use.

1. Terms

- 1ClickCoach GmbH (hereinafter "Narra" or "we", "us") operates an online platform ("Narra platform" or "platform") on which coaching sessions can be offered and booked by users.
- Users who post and offer coaching sessions are "coaches".
- Users who search for and book coaching sessions are "clients".
- "Coaching sessions" (also "session" or "service") describe virtual sessions that can be offered by coaches and booked by clients and subsequently conducted between coaches and clients for payment.
- "User profiles" (also "user accounts" or "account") refer to the personal profile pages of coaches on which they can present themselves and their services.
- "Offers" refer to specific coaching sessions offered by individual coaches.

2. Role of Narra

Narra acts as an intermediary between coaches and clients through the Narra platform. We enable the parties to get in touch with each other and to conclude and execute contracts for advertised services. For bookings made via Narra we charge a service fee (see point 7.2 and 7.3).

2.1 Contractual relationship

When a client books a service offered by a coach, the client and the coach enter a contract directly with each other. Narra is not a party to these contracts for services and does not conclude contracts on behalf of any of the contracting parties. Narra does not act as an agent for users. Coaches are not in any employment relationship with Narra.

2.2 Operation of the Narra platform

As the operator of the Narra platform, we make the platform available online within the scope of these terms of use. Narra reserves the right not to make the platform available during regular maintenance work, for the implementation of new functionalities and other technical necessities. We reserve the right to change or extend the platform or to take certain functionalities or the entire platform out of operation. This applies to all technical access options.

3. User profiles

In order to offer coaching services on the Narra platform, coaches need a user profile. Each person may create no more than one user profile. When creating and maintaining a user profile,

the coach is obliged to provide truthful information. Coaches must always keep their user profile up to date.

4. Offers

The responsibility for the offers on the Narra platform lies with the coaches and not with Narra. It is the responsibility of the coaches to keep their offers and all related information up to date.

5. Booking and commitment of coaches

Clients can book coaching sessions offered on the Narra platform without confirmation by the offering coach according to the indicated availability. With a booking, the coach is obligated to provide the service offered by him*her on the Narra platform at the agreed time and according to the agreed modalities (also see point 6).

6. Principle of the implementation as a virtual coaching session

Unless otherwise agreed between the coach and the client, sessions booked via the Narra platform will take place virtually. We provide coach and client with a dial-in link via e-mail. If a coach and client agree on another form of execution, such as a physical or telephone session, Narra will not provide any further services.

7. Payment modalities

7.1 General

Narra cooperates with the licensed payment service provider Stripe, Inc. for the processing of payments.

7.2 Payment by clients

When a client books a coaching session, he*she agrees to pay the total price shown. The total price includes the fee of the coach, the fee for the use of the Narra platform and any applicable Value Added Taxes (VAT). The payment is due at the time of booking and clients are charged immediately. Means of payment must be specified online and must be able to be processed. Payments on account or in installments are not possible.

7.3 Fees

For the use of the Narra platform, Narra charges the coach a service fee of 15% of the revenue generated by the respective coach through the sale of a coaching session on the platform. The applicable fees will be displayed to the coach before the offer is published.

7.4 Payment to coaches

After a coaching session is conducted, Stripe, Inc. forwards the payment made by the client to the coach within 2 workdays and after subtracting the currently applicable service fees for the use of the Narra platform. Stripe, Inc. provides the coach with an overview of his*her income. Coaches can access this overview via their user profile by clicking on a link.

7.5 Value Added Taxes (VAT)

Narra declares and pays VAT on the fee for the use of the Narra platform. Coaches are independently responsible for declaring and paying VAT on the coaching services they provide.

8. Cancellations

Bookings made through Narra cannot be canceled or changed by the coach or client. Narra reserves the right to cancel future sessions under certain conditions (see points 13 and 14).

8.1 No-show of the client

If a client is unable to attend a coaching session, the session will be forfeited without compensation. There will be no refund of payments to the client.

8.2 No-show of the coach

If a coach does not show up for a booked session within the first 5 minutes of this session, the client concerned is entitled to a full refund of the amount originally paid after reporting the circumstances to Narra within 24 hours of the beginning of the respective coaching session. The coach will not receive any payment in this case. In case of repeated non-appearance, we reserve the right to talk to the respective coach and to take measures up to an exclusion of the coach from the platform.

9. Feedback and evaluations

After a coaching session, we ask clients for feedback via email. This feedback is not published on the Narra platform. Narra may use the feedback to determine the order in which coaches are suggested to clients. If Narra receives repeated negative feedback about a coach's sessions, we reserve the right to talk to the coach in question and take measures up to and including an exclusion of the coach from the Narra Platform. Coaches have the right to view the feedback questions used by Narra.

10. Use of contact data

Coaches and clientes are not entitled to use the data received from Narra about the other party in any other context than the implementation of the booked coaching session. In particular, coaches are not allowed to send advertising or newsletters to the clients.

11. Confidentiality

Coaches who offer their services through the Narra platform agree to keep any client information (e.g. names, contact details and identifying characteristics) as well as the content of coaching sessions confidential. Disclosure of any client-related information to third parties is strictly prohibited. Exempt from this requirement are supervision sessions that are solely for the benefit of the client.

12. Responsible conduct

We have no tolerance for unlawful, immoral or offensive behavior and communications on our platform. The same applies to the content of user profiles and offers. Coach and client commit themselves to comply with applicable law, to act with integrity, to treat each other with respect and never to discriminate.

13. Account deactivation and deletion by coaches

Coaches can deactivate or delete their own user profile at any time. With the deactivation or deletion of the profile, a cancellation of already booked future sessions of the respective coach takes place.

14. Violations

In the event of a violation of these Terms of Use by coaches or clients, we reserve the right to warn the person concerned and, in the event of a repetition, to block them. In this case, all sessions of the coach or client already booked for the future will be canceled. If a violation by a coach results in the cancellation of future coaching sessions, we will refund the affected clients.

15. Data protection

We do not share any information provided by coaches and clients with third parties without prior consent.

16. Change of these terms and conditions

These Terms of Service are subject to change. Updated versions of this document will be displayed and sent to users of the Narra platform at least 7 workdays before they come into effect.

17. Liability

Narra is liable exclusively for our own faults according to the legal regulations for intention and gross negligence. Any further liability of Narra is excluded. Accordingly, any claims between the coach and the client (e.g. as a result of defective execution of the coaching session) are to be asserted directly between the parties concerned.

18. Applicable law and place of jurisdiction

The contractual relationships between Narra and the users are subject to Swiss law under exclusion of all international reference norms. For all disputes arising from or in connection with the use of the Narra platform, the parties agree on the exclusive local jurisdiction of the courts in Zurich. Mandatory legal provisions to the contrary remain reserved.