Terms and Conditions

DevCoach Courses (Teachable Platform)

These Terms and Conditions will be applicable to the Services provided by Tudorica Gabriel-Ovidiu PFA, str. Martin Hochmeister 4C Sibiu, Romania, EUID ROONRC.F32/811/2019, ID 41753863 ("DevCoach" or "we" or "us"). They explain the terms by which you may use and register for a Course and access our Services.

For more information, you may contact us at hello@sw-foundations.com.

These Terms and Conditions are supplemented by Teachable Terms of Use (available at https://teachable.com/terms-of-use) and apply to the provision of our Services. In case of conflict between the Teachable Terms of Use and these Terms and Conditions, the latter will prevail.

Please read the Terms and Conditions carefully to ensure that you understand each provision. They will apply to all visitors, users and others who register for a Course and/or access the Services and are a contract between each registered applicant and us.

By accessing and purchasing the Courses and/or the Services, you automatically confirm that you have read, understood and fully agreed to these Terms and Conditions which will become binding on you, including the policies referred herein.

1. DEFINITIONS

"Courses" means the online courses described in Section [3], presented by us for the purpose of enabling you to remotely learn the course materials.

"Fees" means the amounts that must be paid by participants for purchasing the Services and attending the Courses, as described in Section [6].

"Services" means the provision of the Courses and/or the Support Materials and any other resources and materials that may be provided by us and purchased by you from time to time.

"Support Materials" means documents or information provided by us in any form (hard copy or electronic support) in relation to a Course, as part of the Services.

2. COURSES AND SERVICES OVERVIEW

2.1 DevCoach is a project we initiated in 2017, being mainly addressed to persons interested to join the IT

sector, with a focus on software programming (e.g., participants, individuals looking for a professional reconversion or a career change, etc.).

2.2. Our initiative is aimed at providing support to developing the required skills and maximizing the chances of successfully passing technical interviews for entry-level jobs in a broad range of IT companies.

2.3 What differentiates us from competition is a distinct approach, with a focus on consolidating the acquired know-how and on developing a particular mindset which enables our participants, once these basic concepts are assimilated, to progress autonomously, irrespective of the direction of their choice.

2.4. Our professional technical expertise and skills, accumulated from various perspectives (e.g., those of a software programmer, interviewer and manager) enable us to streamline and focus our participants' efforts straight to the areas capable of providing the most added value at this beginner level in their future career.

2.5. The presentation of Courses and Services is aimed at describing in a general manner such Courses and Services and does not provide any representations or guarantees regarding their content. Furthermore, we reserve the right to amend, alter the details or remove or withdraw any of the Courses or Services, at our discretion.

2.6 By registering and making a purchase, you acknowledge that the purchased Services respond to your needs. We do not provide any representations or guarantees that our participants will obtain the expected results or professional opportunities from purchasing and attending any of the Courses.

3. SPECIALIZED COURSES

- Basic Programming – at the heart of our project, is designed to accompany our participants from a T_0 moment up to the point where you are capable to successfully pass the technical interview for a software programming pe entry-level job with basically any IT companies.

  - Intro to Programming - the first 6 chapters of the Basic Programming course which acts as an introduction aimed for allowing the participants to get an idea on what to expect from the course without having to pay any fees.

3.1 Basic Programming Courses - Structure

The Basic Programming Course is structured in three main segments.

3.1.1   Theoretical Part

Consisting of pre-recorded audio-video courses (in aggregate, approximately 24 hours of content) structured by chapters.

The Course is pre-recorded with voice over (no subtitles) in English language, being addressed to a global audience.

Questions & Answers after each chapter.

Downloadable resources:

  - presentations in .PDF format corresponding to the video presentations;

  - source code for practical exercises based on the video presentations.

Recommendations for tools, articles and reference books, magazines and other materials for complementary learning.

All audio-video registrations belong to us, being recorded and structured by us based on our experience and expertise.

Audio-video recordings will be available on Teachable (https://teachable.com/) a platform offering full services for consideration to content creators such as:

- Hosting video files that can be accessed online by participants registering on the platform, from any device (PC/laptop/tablet/smartphone/smart tv etc.).

- Support for creating questionnaires.

- Marketing instruments:

    - e-mail marketing;

    - web page dedicated to the advertising course.

- Other facilities available at https://teachable.com/pricing.

3.1.2   Practical Part

Consisting of online meetings (using free of charge online services, such as Skype) between a mentor and a group of participants (not more than 8-12 participants) with a total aggregate duration of approximately 74 hours (divided into sessions of 90 minutes (some 180 minutes) occurring with a frequency of 2 sessions per week) where:

- Participants will hold discussions based on the information from the Theoretical Part (the information in the audio-video recordings) that participants have assimilated before the Practical Part.

- The Theoretical Part is applied to practical situations, facilitating an optimum sedimentation of the acquired information and helping participants to acquire valuable practical experience.

- Special, longer (3h) sessions will be organized to tackle broader issues, which will be addressed over the course of several sessions and where the entire group will participate to resolve the issue.

- Discussions will be held in Romanian or English, depending on the group's audience (where at least one person is not proficient in Romanian, the courses will automatically be held in English or will organize separate groups for English proficient users and Romanian users).

3.1.3 Individual Study

Consisting in:

- Practical homework proposed to participants based on the matter taught in the studied chapter. Depending on the chosen course format, the homework is optional and might be verified by the mentor who will also give feedback based on the studied homework.

- Downloading the source code available on the platform and exercising on it.

- Reading recommended external references (articles/books).

- Re-viewing audio-video recordings or remaking questionnaires when necessary.

3.2 Courses Format

The Courses are available in two versions, depending on the level of expertise and/or support available to participants.

3.2.1 Basic Programming Online, On-demand with Live Interactions

Dedicated to participants having no prior experience with software programming and no close persons (e.g., parents, siblings, friends, colleagues, etc.) involved in software programming activities and who could provide guidance to participants.

This format offers access to participants to all Courses and Support Materials available in the online course:

- Theoretical Part with all attached Support Materials in offer (~24 hours of video content).

- Practical Part in groups of 8-12 persons (~74 hours).

- Individual Study (full) with all attached Support Materials in offer.

For this format the attendance will be verified at any practical session to encourage participants to have the minimum recommended attendance rate (~90% attendance).

This format will be charged as further detailed in Section [6].

3.2.2 Basic Programming Online, 100% On-demand

Dedicated to participants who had prior experience with software programming (e.g., high school or college studies) but do not master the entry level and who have close persons (e.g., parents, siblings, friends, colleagues, etc.) involved in software programming activities and who could provide guidance to participants.

This format includes:

- Theoretical Part with all attached Support Materials offered (~24 hours of video content).

- Individual Study (partial), except for homework verification guidance and feedback.

This format will be charged as further detailed in Section [6].

3.2.3 Intro to Programming

An introductory course, its purpose being to explain what to expect from a job in the software development field and also teach several basic, but critical skills. Also allows the participant to experience the course structure and way of teaching before making a purchase.

This format includes:

- The first 6 chapters from the Basic Programming, Theoretical Part with all attached Support Materials offered (~4 hours of video content).

- Individual Study (partial), except for homework verification guidance and feedback.

This format is available free of charge.

4. ELIGIBLE PARTICIPANTS

Participants must be adults (at least 18 years old) for registering and purchasing any of the Services. By agreeing to these Terms and Conditions you confirm that you fulfill the age requirement for purchasing the Services and registering for the Courses and that you are legally capable of purchasing the Services.

When accessing our Services and Courses, you are responsible for compliance with the laws of your country.

5. PURCHASE. REGISTRATION

Purchasing Services

5.1 Participants wishing to purchase the Services and to attend the Courses need to have an active online account on the Teachable Platform, to access the audio-video Support Materials and other resources. Detailed instructions for creating an account and enrolling into the courses are available on https://www.sw-foundations.com/intro-to-programming-free-course and https://www.sw-foundations.com/basic-programming-course

5.2 Once you are registered we may use your email address both for Courses related communications, course attendance and for sending you newsletters and notifications for advertising / marketing purposes, subject to obtaining your preliminary consent. If you agree to receive newsletters, advertising / marketing notifications, you will have the option to unsubscribe at any moment, without providing any reason. For a more detailed presentation of your rights regarding personal data processing by us, please see our Privacy Policy, available https://www.sw-foundations.com/_files/ugd/58ebe7_13dcb892208c45a798d90a7146260709.pdf.

5.2 After opening the account and registering for receiving the Services, if you enroll for the Intro to Programming course (https://www.sw-foundations.com/intro-to-programming-free-course) you will have a free trial access to the first approximately 4 hours of the Theoretical Part, to facilitate a preliminary understanding before making an order/purchase for our Services.

5.3 If you decide to purchase any of the Services, you will be directed to make the payment of the fee relating to the selected Services, as detailed in Section [6]. You are responsible for paying the fees irrespective if you pay directly or through a third party.

5.4 Following the payment, you will legally receive an email from us confirming the receipt of your request and payment of the fee together with providing access to the course. The process takes up to 3 business days. By purchasing the Courses and/or the Services, you automatically agree to these Terms and Conditions which will become applicable to you and will represent a valid and binding agreement between us.

Payment methods

The payment for the Courses described in sections 3.2.1 and 3.2.2 can be made online, with a card. The payment is fully and securely processed by Netopia Payments (https://netopia-payments.com) without requiring any additional commissions for the transaction.

Cancellation by you

5.5 Subject to section 5.6, if, you are not satisfied for any reason, within 30 calendaristic days from the

purchasing date of any of the Services, you may cancel your order/purchase and will receive full reimbursement of the paid fee. Any cancellation after the period above does not entitle you to a refund, unless we agree to refund you in full or partially, based on exceptional circumstances, at our exclusive discretion.

5.6 The free cancellation right shall not apply if you have already downloaded more than 12 chapters of the Support Materials related to the purchased Services.

5.7 Cancellation requests of your orders/purchases will be made by email to the following address hello@sw-foundations.com. The cancellation request shall originate from the e-mail address used for the purchase.

Cancellation by us

5.8 We reserve the right to cancel your order/purchase at any time before the Course's start, subject to reimbursing all fees paid by you. In this case, our liability for canceling a Course will be limited to the reimbursement of the fee.

5.9 We reserve the right to cancel your order/purchase at any time, in case you breach any of these Terms and Conditions. In this case, you will not be entitled to a reimbursement of the fee.

6. FEES

6.1 The one-time-only Fees for the Services are provided on our platform at https://www.sw-foundations.com/basic-programming-course. Unless otherwise specified, all fees are exclusive of VAT or other local taxes.

6.2 You can enroll in the Intro to Programming course (https://www.sw-foundations.com/intro-to-programming-free-course) to have free access to the first approximately 4 hours of the Theoretical Part, to facilitate a preliminary understanding before making an order/purchase.

6.3 All participants will have access to the Course's resources for a period of 1 year from the purchase date, in the conditions that the purchase is not canceled as described in Sections 5.5, 5.6, 5.7, 5.8 or 5.9. We reserve the right to extend, at our discretion, the access of participants to the resources and Support Materials of the Course, after the expiry of their 1 year period.

6.4 Fees must be paid in full prior to attending for purchasing any Courses prior to attending any Courses or accessing any Support Materials.

7. LIMITATION OF LIABILITY

7.1 We shall not be liable for any inaccurate or misleading information contained in the Courses or in the

Support Materials and any reliance by you on such information, unless such inaccurate or misleading information is the result of our fraudulent behavior.

7.2 We shall not be liable for any direct or indirect damages, loss of goodwill or business profits, loss of revenues, loss or corruption of data resulting from or in connection with the provision of Services.

7.3 You agree that your use of the Services will be done by yourself and you will not share your account with anyone. Shared accounts will be excluded from the Courses and Support Materials and you will not be entitled to a reimbursement of the fee.

7.4 Our total liability arising in connection with these Terms and Conditions and /or the provision of the Services shall be limited to the fees paid by you over the six months preceding the claim for receiving the relevant Services and/or Courses.

8. INTELLECTUAL PROPERTY

By subscribing to our Services and/or Courses, you agree that:

- all materials (including without limitation text, photographs, video, audio, images, other content) appearing in the Courses and the Support Materials are protected by copyrights and/or other proprietary rights belonging to us or third parties and you will comply with all laws on copyrights, trademarks, publicity rights and privacy rights, applicable in Romania or the country from which you access the Services.

- you will not copy, reproduce, duplicate, distribute, disseminate, publish, post, display, perform, modify, create derivative works from, upload to, transmit, or in any way exploit any content from the Course and/or the Support Materials.

- you will not sell or offer for sale any of the content, or allow third parties to access it.

- you will use the Courses and/or the Support Materials for personal, non-commercial use only.

9. TECHNOLOGY REQUIREMENTS

9.1 Our Courses and Support Materials will be exclusively available online, via the Teachable Platform. Consequently, it is your duty to ensure that you have appropriate technology, software and internet access for attending the Courses and accessing and downloading the Support Materials.

9.2 We will not be responsible for any technical difficulties or obstacles to access the Courses or the Support Materials, including where such technical difficulties or obstacles are due to: (i) loss of connection, either on our or your part; (ii) breakdowns or problems with the online software and/or (iii) breakdowns or problems with your internet connection or computer.

10. DATA PROTECTION

By accessing and subscribing to our Services you agree that we will collect and process your personal data related to full name and email address. For details on how this data is processed, the purpose and basis of the processing, the duration of the data storage and your rights in this regard, please also refer to our Privacy Policy, available at https://www.sw-foundations.com/_files/ugd/58ebe7_13dcb892208c45a798d90a7146260709.pdf .

11. LAW AND JURISDICTION

These Terms and Conditions are subject to Romanian law and the parties submit to the exclusive jurisdiction of the Romanian courts in connection with any dispute hereunder.

12. NOTICES and REVISIONS TO THE TERMS AND CONDITIONS

You may contact us by any at of the following methods email address:

Email: hello@sw-foundations.com

We reserve the right to revise and update the Terms and Conditions at any time without prior notice or acceptance by users. Your continued use of the Services after publication of such changes, constitutes binding acceptance of the revised Terms and Conditions.