

# DIP - Terms and conditions

## **Service Agreement**

### **Description of services:**

The 'Desteni I Process' is an online training platform. The service modalities include: continuous access to an online infrastructure, personal support from a 'buddy' throughout the various paths and/or courses. The objective of the training platform is to offer its participants a measurable improvement in life-skills, such as: self-understanding, self-strength and self-honesty, creating a foundation of greater stability in the participants' world.

### **Definition of DIP Pro Trainee:**

Hereafter referred to as the 'Trainee'.

A Trainee is an individual who has signed up for and is up-to-date with the DIP Pro course fees. The Trainee is entitled to access of current and past (already completed by the individual) course material. The Trainee shall not have access to any material that is ahead of any lesson(s) that have not been successfully completed by the Trainee. The Trainee is entitled to receive support from a Buddy ('Buddy' and 'Buddy-Trainee relationship' defined below).

Trainees enrolled to the Partnered Walk are not entitled to course material.

### **Definition of DIP Pro 'Buddy'**

A Buddy is an individual with thorough knowledge of the courses offered by DIP Pro and who is qualified to support a Trainee in the understanding and application of the course material, completion of the assignments and the transferring of self-mastery tools and skills. A Buddy does not necessarily hold a degree or qualification in the course material, nor any other qualification. The DIP Pro management may at their sole discretion appoint an individual to be a DIP Pro Buddy or remove any individual from the role of DIP Pro Buddy. The Buddy is not an expert. The Buddy is bound by confidentiality and may not discuss any matters that were disclosed to him/her by his/her Trainee, unless the Buddy feels that the Trainee's life or another person's life or person is in danger, at which point the Buddy is obligated to alert the relevant authority. Furthermore, as DIP Pro is offered globally, it is entirely possible that the Buddy and Trainee may not be in the same country or continent. In the case that the Buddy is required to report any disclosed information to the authorities, it should be done to the best of his/her ability with the resources and knowledge available at his/her disposal.

## **Definition of the Buddy - Trainee relationship:**

When assigned to a Trainee, the Buddy must contact their new trainee within one week of receiving correspondence notifying them of the assigning of their new trainee.

If the Trainee is enrolled to the SRA Walk or the All-in-One Walk, it is required that the Buddy and Trainee meet once a week on a communication platform such as Skype (hereafter referred to as 'chatting') to discuss the Trainee's progress and understanding of the course material, as well as any personal matters which the Trainee would like to discuss. Written communication is guaranteed (such as on Skype). Verbal communication (such as offered on Skype) is not guaranteed - it is subject to the resources available to the Buddy and Trainee. In the event that the Trainee is unable to schedule a weekly chat with his/her Buddy and requests to meet less frequently, the Buddy may agree to a chat once every 2 weeks, as well as support through email as far as possible. The Trainee is advised to send regular (once a week is recommended) copies of his/her assignment(s) to his/her Buddy for review and if necessary, correction.

If the Trainee is enrolled to one of the Partnered Walk, their specific path chosen will determine the frequency of the chats (short monthly chats, monthly chats, bi-weekly chats or weekly chats). Equally here, written communication is guaranteed (such as on Skype). Verbal communication (such as offered on Skype) is not guaranteed - it is subject to the resources available to the Buddy and Trainee. There is no course material in the Partnered Walk. Buddy and Trainee work with information, articles, vlogs, recordings that are at the trainee's disposal. The Buddy may supply support documents to the Trainee in so far as they are not part of the SRA courses.

## **Relationship between parties:**

A 'Service agreement' is an agreement to an exchange of services, the terms of which are further specified below. You as the 'client' make your payment and for that payment you receive lesson material as well as 'buddy' support. The relationship stemming from this agreement is in no case an employer-employee relationship, nor can it become a partnership. There are thus no further obligations resulting from this agreement other than what is expressly agreed upon by both parties.

## **Payment**

Payment may be made by bank transfer or credit card. We accept Visa, Master Card, Diners or American Express. In this regard, the client is responsible for providing a valid credit card number with sufficient funds available at the time of payment. The Client represents and warrants that he/she has the authority to use any such credit card.

## **Registration**

You are registered once your first payment has been made and your registration is confirmed through notification by email.

Please note that Desteni 'I' Process reserves the right to refuse a person's participation and registration in the Desteni 'I' Process courses and/or services at our own discretion.

## **Privacy policy**

Personal data collected through the 'Desteni I Process' registration will be stored securely and remain strictly confidential. Under no circumstance will this information be shared with third parties or be used for commercial purposes other than within the context of the administration of your account. As a student you may at any time access and modify your personal account information if necessary.

Any personal information submitted within assignments or within communication with the Buddy within the platform of the DIP Pro framework will remain strictly confidential and will under no circumstance be transmitted to or shared with third parties.

The only individuals who will have access to the client's account information will be the administrators of DIP Pro who will comply with the guidelines as set out above or have their status within and access to DIP Pro accounts revoked.

The Buddy, Mother Buddy and DIP Pro administrators will have access to any and all assignments submitted by the client.

## **Halting your Account**

If you are enrolled to the SRA Walk or the All-in-One Walk, you may request to halt your account if you require to do so for personal reasons, for a maximum period of three months. If your account remains halted for more than three months, you are required to start the course from Lesson 1 upon resuming.

We suggest, however, to keep your account active so that you can continue benefiting from continued support in buddy chats. In this case – it is your responsibility as the trainee to inform your buddy that you will pause your application within the lesson and assignment material for a specified amount of time, where the maximum time is three months. If application in your

lesson material and assignments is not resumed within three months time, you will be required to start again from Lesson 1 of the course you are walking.

If you are enrolled to the Partnered Walk, you may request to have your account halted for any period of time.

## Sponsorship Program

We have a sponsorship Program for those who are unable to make the monthly course payments. This Sponsorship Program is only available for the SRA Walk.

### Sponsorship Program Principles

#### **1. Self-Support Principle:**

The Self-Support Principle refers to the principle that we assist and support those who assist and support themselves. The *Sponsorship Program Requirements* as outlined below translate this principle to practical terms.

#### **2. Ability-to-Pay Principle:**

The monthly fee for the SRA Walk is €200. Under the Sponsorship Program, you assess for yourself in Self-Honesty how much you are able to contribute on a monthly basis towards your DIP Pro course. This amount can therefore range from €0 to €200. When applying for Sponsorship, please already consider what amount you would be able to contribute so you can start budgeting for it. Upon approval of your sponsorship, we will ask you what amount you are able to contribute and set up your payment plan accordingly, where Desteni will sponsor the remainder of the monthly fee. If you are unable to contribute, Desteni will sponsor the full amount.

### Sponsorship Program Requirements

#### **Requirements to join the Sponsorship Program:**

1. You have Finished the DIP Lite Course
2. You have walked the Journey To Life process for at least 40 days, consistently (minimum 4 blogs/vlogs/podcasts per month).
3. The blogs/vlogs/podcasts are clearly taking specific points and opening the topics up to self realisations through the process of self movement.

Please note that qualifying for sponsorship is handled by a committee and their decision is final. If you find that you comply to the requirements above and your sponsorship has not been granted, you should study more of the Desteni material to understand what is meant by self

realisations and self movement.

### **Requirements for continued Sponsorship:**

1. You are consistent within your course movement. This means: reading the lesson material, working on the assignment and being in communication with your buddy and mother buddy via email and chats.
2. You continue walking the Journey to Life consistently (minimum 4 blogs/vlogs/podcasts per month).

Please note that you will be supervised throughout your course and if you no longer meet any of the requirements, your sponsorship status will be re-assessed and potentially revoked.

### How to Apply for Sponsorship?

To request to be part of the Sponsorship Program you, email [dip@desteni.org](mailto:dip@desteni.org). Remember to include the link to your Journey to Life blog and/or account where you publish your vlogs/podcasts.

### What happens when my Sponsorship is revoked?

In case your sponsorship is revoked, your account will be halted.

If you would like to continue your course with the support of the Sponsorship Program, you are required to re-apply by showing 40 days of recent consistent blogging/vlogging/podcasts.

If your course was halted for more than three months, you will be asked to start at Lesson 1 of that course.

### Can I pause my course while on the Sponsorship Program?

If for personal reasons you require to halt your course, you can request to do so for a maximum period of three months. If you do not resume your course within three months time, your sponsorship will be revoked.

## **Terms of Use**

### **Representation**

Access to and use of the 'Desteni I Process' website as well as online products and services available are subject to the following terms of use. The 'Desteni I Process' website and its content are offered and licensed solely by 'Desteni' as part of its educational program, hence in these terms of use the 'Desteni I Process' and the content of this website are represented by 'Desteni'. The words 'we', 'us' and 'Desteni' means Desteni of the Republic of South Africa of

P.O. Box 641, Msunduzi, 3231, and the words 'you' and 'your' refer to users of this website who are registered clients or agents.

### **Acknowledgement and acceptance of Terms of Use**

You should carefully read and familiarize yourself with these Terms of Use before you register for the 'Desteni I Process' training course. By registering for the 'Desteni I Process', you expressly agree to these Terms of Use and you acknowledge that you have read and understood them. You also agree that any information you provide to us will be true, accurate, current and complete. You should from time to time check this page to make sure that you have a current understanding of the Terms of Use. If you do not agree with these Terms, you should not proceed with registration for the 'Desteni I Process'.

### **Governing Law**

This agreement is governed by the laws in force in the Republic of South Africa. If you are located outside of South Africa you agree that this agreement is subject to the national jurisdiction of your country of residence.

### **Intended use**

This site is a commercial site offering training services. Individuals seeking to register for the 'Desteni I Process' must therefore be 18 years and older and we will in no circumstance accept registrations done by individuals who are below 18 years of age; unless written permission is granted from a parent.

### **Disclaimer and limitation of Liability**

While we ensure that the website is secure at all times we do not warrant, guarantee or make any representations regarding the security of accounts, or that this site is free from destructive materials, including but not limited to computer viruses, hackers, or other technical sabotage, nor do we warrant, guarantee or make any representations that access to this site will be fully accessible at all times, uninterrupted or error-free.

To the maximum extent permitted by law, we disclaim liability for any damages, including, without limitation, direct or indirect, special, incidental, compensatory, exemplary or consequential damages, losses or expenses, including without limitation lost or misdirected orders, lost profits, lost registrations, lost goodwill, or lost or stolen programs or other data, however caused and under any theory of liability arising out of or in connection with (one) use of this site, or the inability to use this site by any party; or (two) any failure or performance, error, omission, interruption, defect, delay in operation or transmission; or (three) line or system failure or the introduction of computer virus, or other technical sabotage, even if we or our employees

or representatives are advised of the possibility or likelihood of such damages, losses or expenses.

## **NOTICE AND CAVEAT OF PERSONAL SELF-RESPONSIBILITY**

Notice is herewith provided to any and all people participating in the materials, content, information and processes in the “Desteni I Process” (hereinafter “DIP”) website, that all such content is for informational purposes only and are designed and provided for the general education of the consumer. All people participating in any and all content on the website do so at their own risk and by the first instance of any participation in said content do therewith accept the terms of self-responsibility as herein described.

Nothing in the DIP is, or is intended to be, a substitute for the specialized training and professional judgment of a health care or mental health care professional. All participants are encouraged to seek the advice and guidance of their physician or other qualified health or mental health care provider before making any decision regarding treatment of yourself or others, and by your acceptance of these terms do therewith affirm that you have done so to yours and their satisfaction that continuing will not cause you any physical or mental harm. Never disregard professional medical or mental health care advice or delay in seeking it because of something you have read or heard on the DIP website or on a chat with your Buddy, or anywhere else.

The DIP website and its content are provided on an "as is" basis. Desteni, Desteni I Process, its contributors, buddies, authors, advisors, clients and affiliate organizations or any third parties mentioned on the DIP website, to the fullest extent permitted by the law, disclaim all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for any particular purpose. All above referenced parties, individually, severally and inclusively, do not provide any warranty or guarantee of any results to be obtained from participation therein.

By your proceeding forward with any use of the website and contents thereof, you expressly acknowledge and agree that neither Desteni I Process nor its respective employees, buddies, contributors, authors, advisors, clients, associates and affiliates or any third parties mentioned on the DIP website, are responsible for the results of your decisions resulting from the use of the content including, but not limited to, your choosing to seek or not seek professional medical care or professional mental health care, or your choosing or not choosing specific treatment based on the content or service of this website. By your acceptance you agree to hold harmless and indemnify Desteni I Process and its respective employees, buddies, contributors, authors, advisors, clients, associates and affiliates or any third parties mentioned on the DIP website against any claim of harm or injury and accept full self-responsibility for all choices, actions and decisions made in connection to your participation and use of the contents, courses and interactions thereof.

## **Refunds**

There are no refunds once product or services are delivered. Common law of a region dictates refund policy on undelivered goods. As a registered client you are permitted to at any time discontinue your participation in the 'Desteni I Process' training by simple notification of an administrator, who will confirm your withdrawal from DIP Pro by email notification.

In the case of a full years payment made and the client or agent wishes to withdraw from the course – no refunds are made as we do not promote a full year's payment made. A year's course is to be walked within a 1 year period to gain value for money paid. Else the remainder of the funds paid will be donated to the system for sponsoring another individual for the course.

Desteni reserves itself the right to refuse registration and/or exclude individuals from participation in the Desteni 'I' Process courses and/or services at its own discretion, as assessed according to the principle of what is best for all involved. In such cases this service agreement is immediately terminated with no refunds.

## **Intellectual Property**

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To the extent necessary in order to lawfully access and use the services available on this website, you are granted permission to display, download, save and to print portions of this website for non-commercial personal use only; provided that the materials are not modified and any reproduction contains all copyright and other proprietary notices contained in the materials.

Furthermore you as a client expressly agree that you will in no circumstance share, nor disclose nor make any of the material public that is made available to you in the context of these courses, outside the context of your own support responsibilities towards your recruits. Any client breaching this copyright rule will have his account immediately terminated and face legal charges. All rights reserved.

## **Force Majeure**

Neither Desteni nor any of the 'Desteni I Process' facilitators can be held accountable for non-performance in the event of war, acts of God, strikes, weather and other uncontrollable forces.



## Dispute Resolution

Any dispute arising in connection with these Terms of Use or in connection with your participation in the 'Desteni I process' which cannot be resolved by good faith negotiations between us shall be referred to mediation or to arbitration by agreement between us.

Desteni may modify the terms laid out in this document at any time by posting modified terms on its website. These Terms have been prepared in the English Language and such version shall be controlling in all respects and any non-English version of these Terms are solely for accommodation purposes.

For any questions in relation to these terms, please contact us at: [dip@desteni.org](mailto:dip@desteni.org).