

Vitalenty Cancellation Policy for Retainer Clients

Effective Date

19 July 2025

Applies to

All retainer-based clients under contractual or subscription agreement with Vitalenty

1. Overview

This Cancellation Policy applies to clients who have entered into a monthly, quarterly, or annual retainer agreement with Vitalenty for ongoing services. Retainer services include (but are not limited to):

- Talent development consulting
- LMS platform access and custom content hosting
- Ongoing psychometric or 360° assessments
- AI-driven coaching or analytics
- Program design and implementation

This policy ensures transparent expectations and fair business practice.

2. Cancellation Notice Period

Clients may cancel a retainer agreement by providing written notice according to the following timelines:

Monthly Retainer: 15 calendar days before renewal

Quarterly Retainer: 30 calendar days before renewal

Annual Retainer: 60 calendar days before renewal

Notices must be submitted via email to support@vitalenty.co and acknowledged in writing by Vitalenty.

3. Termination Before End of Term

If a client cancels before the end of their contracted retainer period:

Vitalenty Cancellation Policy for Retainer Clients

- No refunds will be issued for partial months or unused services.
- Clients on annual or quarterly plans who cancel early will be invoiced the remaining balance, or a cancellation fee of 30% of the remaining term, whichever is lower.
- In cases of breach of contract or violation of terms, Vitalenty reserves the right to terminate the agreement without refund or further obligation.

4. Service Suspension for Non-Payment

If payment is not received within 14 days of the due date:

- Services will be suspended temporarily.
- After 30 days of non-payment, Vitalenty may terminate the agreement, recover outstanding amounts, and initiate legal action if necessary.

5. Data Retention After Cancellation

After cancellation:

- Clients will have 30 days to retrieve any data, reports, or content stored on the Vitalenty platform.
- After this period, all data may be archived or permanently deleted, unless otherwise agreed in writing.
- If extended access to content or platform data is needed, a data continuation fee may be arranged.

6. Client Obligations on Cancellation

Upon cancellation:

- All outstanding invoices must be settled within 15 days.
- Access to the platform, user accounts, or custom-developed tools will be disabled on the final contract date unless otherwise negotiated.
- Any third-party tools licensed through Vitalenty (e.g. AI models, assessments) will also be deactivated.

7. Exceptions & Force Majeure

Vitalenty reserves the right to waive or modify cancellation fees under extenuating circumstances such as:

- Business closure or insolvency

Vitalenty Cancellation Policy for Retainer Clients

- Major legal/regulatory changes
- Natural disasters or force majeure events (as defined in the main service contract)

Requests for exceptions must be submitted in writing with supporting documentation.

8. Dispute Resolution

Disputes relating to cancellations are governed by the main Terms & Conditions and will follow the jurisdictional dispute resolution path outlined there (based on the client's country).

9. Changes to This Policy

Vitalenty may amend this policy with 30 days' notice. Updates will be posted on the website and shared via email.

Contact

Questions or requests related to cancellation?

Contact our Client Success Team at: support@vitalenty.co