

# TERMS AND CONDITIONS

www.CoachCulture.com

Effective date: 1<sup>st</sup> April 2022

## 1. Introduction

Welcome to www.coachculture.com (“Site” or “Website”).

This website is owned and operated by CoachCulture in Singapore. Throughout the Site, the terms “we”, “us”, “platform”, and “our” refer to **CoachCulture Pte Ltd**. We offer this website, our end client mobile application (such as for iPhone or Android), Smart TV App and all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/or when purchasing something from us, you (“User”, “Trainer”, “Coach”, “Creator”) engage in our “Service” and agree to be bound by the following terms and conditions (“Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, users, Coaches and/ or contributors of content. Users are referred to as individuals availing fitness training services and Coaches are referred to as individuals providing fitness services.

The terms “Creators”, “Coaches” and “Trainers” are used interchangeably and refer to Users who signed up as content creators to upload any material to CoachCulture that can be viewed by other users. Users means any user of CoachCulture, including Coaches and all other users that consume content (not signed up as Coach). In the following document all users are referred to as **you** or **your**.

Consumers describes any user who consumes content that was uploaded by Coaches or any employees directly employed by CoachCulture International Ltd.

Content means any material uploaded to CoachCulture by any user (including Coaches and consumers) including, but not limited to photos, images, interactive features, emojis, GIFs, memes, videos, livestream material, documents, data, text (e.g. recipe description, class descriptions, chat messages), metadata and any other material.

**PLEASE READ THE FOLLOWING TERMS AND DISCLAIMERS CAREFULLY BEFORE USING THE SERVICES. IF YOU DO NOT AGREE WITH THESE TERMS, OUR PRIVACY POLICY, OR ANY OTHER OF OUR POLICIES, YOU SHOULD NOT USE THE SERVICES.**

## 2. CoachCulture – General Information

- **About.** CoachCulture offers an online based subscription service that lets its users (including users who signed up as Coaches) attend virtual workouts and view recipes, uploaded by Coaches, via their end client device. CoachCulture itself is not a gymnasium, place of amusement or recreation, health club, facility, fitness studio or similar establishment and does not operate or control any of the classes that are offered on our website unless specifically stated otherwise. To find out more information about

what we do, please refer to our website.

- **Sole discretion.** We reserve the right to add/discontinue any product or service anytime at our sole discretion.

### 3. Eligibility

CoachCulture is strictly limited to parties who can lawfully enter into and form contracts on the Internet. If you are under age 18, you may only use the Services with the consent of your parent or legal guardian. Please be sure your parent or legal guardian has reviewed and discussed these Terms with you.

## TERMS & CONDITIONS FOR ALL USERS (INCLUDING COACHES)

### 4. Responsibility

Every Coach on Coachculture will use his/her skills and knowledge to design a safe programme of exercise, but cannot take into account your lifestyle, personal goals, fitness levels and medical history. As such Coaches are not responsible for any injuries or losses resulting from attending their classes. To guarantee that classes are safe for you as a User, you should always consult your health, or otherwise competent professional before attending classes. You also understand that the results of any fitness programme cannot be guaranteed. Your progress depends on your effort and co-operation in and outside of the Sessions/Classes. You acknowledge that individual results may vary and that no particular result is guaranteed by your Coach.

### 5. Accounts, Registrations, and Passwords

If you use this Site and such use requires setting up an account and/or password(s), you are solely responsible for maintaining the confidentiality of your account and password(s) and for restricting access to your end user device (including, but not limited to your Laptop, smart phone or tablet). If you open an account, register, or otherwise provide us with any information, you agree to provide us with current, complete, and accurate information as requested by any forms and update us immediately should any of the provided information change. CoachCulture is not responsible for any errors or delays in responding to any inquiry or request caused by any outdated or incorrect information provided by you or any technical problems beyond the control of CoachCulture.

Your CoachCulture account is personal to you and you agree not to create more than one account. You cannot transfer or gift Classes or credits to third parties or allow third parties to use your CoachCulture account, including other CoachCulture Users. You must not use or exploit the Site and/or Classes for commercial purposes. We continually update and test various aspects of the CoachCulture platform. We reserve the right to, and by using the Site and/or Classes you agree that we may, include you in or exclude you from these tests without notice. You understand and agree that CoachCulture may take actions we deem reasonably necessary to prevent fraud and abuse.

You acknowledge and agree that any login, identifier, or password issued in connection with this Site (each a "Password") is confidential information and must be kept secure. You may not disclose such a Password to another person or entity or permit another entity to access the Site using such a Password. You must notify CoachCulture immediately of any breach of security or unauthorized use of your account. CoachCulture cannot be responsible and disclaims all liability in connection with, the use of any information that you post or display on this Site.

If someone else uses your account, even against your will by gaining access without your consent, you agree to be responsible for all activity.

## **6. Permitted use**

You agree to use the Site and the Services only for purposes that are permitted by these Terms and in compliance with all applicable laws, regulations, and generally accepted practices or guidelines in the relevant jurisdictions. You may only use the Site and Services for your non-commercial, non-exclusive, non-assignable, non-transferable, and limited personal use, and no other purposes.

You will not (and will not attempt to):

- a. Access any of the Services by any means other than through the interface that is provided by CoachCulture;
- b. Gain unauthorized access to CoachCulture's computer system or engage in any activity that interferes with the performance of, or impairs the functionality or security of the Site, the Services, CoachCulture's networks, and computer systems;
- c. Access any of the Site or the Services through any automated means or with any automated features or devices (including use of scripts or web crawlers);
- d. Access or collect any personally identifiable information, including any names, email addresses, or other such information for any purpose, including, without limitation, commercial purposes;
- e. Reproduce, duplicate, copy, sell, trade, or resell any aspect of the Site or the Services for any purpose; and
- f. Reproduce, duplicate, copy, sell, trade, or resell any products or services bearing any trademark, service mark, trade name, logo, or service mark owned by CoachCulture in a way that is likely or intended to confuse the owner or authorized user of such marks, names or logos.

## **7. Subscriptions**

- a. CoachCulture users can choose between subscription plans, digital classes, and non-subscription purchases to get access to content on the website. These choices include a variety of classes, services, and features, as well as extra and varying terms, pricing, policies, and limits. We reserve the right to change, terminate, or otherwise alter our available choices and plans at any time. Non-subscribers may be able to access specific Classes, material, or features for a fee or for free from time to time. CoachCulture makes

no guarantees about the amount, availability, kind, or frequency with which non-subscribers will be able to access such Classes, material, or features, and reserves the right to alter, cancel, delete, or suspend access at any time and for any reason.

- b. Coaches on CoachCulture have the option to offer account specific subscription plans that will give its subscribers access to classes of that account (and only that account) at discounted prices, early access to its content and/or other benefits that are specifically stated during the signup process. An account specific subscription does not give Users access and rights to any content that is outside the scope of that Coaches content. Coaches reserve the right to change, terminate, or otherwise alter their available choices and plans at any time. A subscription begins on the day that you sign up for one and pay with a valid Payment Method, or renew an existing subscription. Each billing cycle is one month in duration unless another time period is specifically stated to you at the time of sign up or subsequently (such as a multi-month commitment plan) (a "Subscription Cycle"). Your CoachCulture subscriptions/memberships will automatically renew each month, and we will bill the monthly subscription cost to your Payment Method unless you cancel or discontinue your subscription. If you buy a CoachCulture subscription on 1<sup>st</sup> of September, for example, your subscription will automatically renew on 1<sup>st</sup> of October. You must supply us with a current, legitimate, and approved payment method ("Payment Method"). From time to time, we may adjust the acceptable methods. All subscriptions shall be governed by these Terms and will remain forever unless canceled or terminated, if you add a subscription to your base subscription or upgrade or downgrade to a different subscription.

## **8. Classes**

CoachCulture may allow you to access a variety of audio or video Fitness Classes from your computer or mobile device, via live stream and/or on demand. To access these Fitness Classes, you need to comply with certain technical and hardware requirements.

## **9. Payment Method**

Our Site accepts all major payment methods which include:

- Visa (credit and debit cards)
- MasterCard (credit and debit cards)
- American Express
- Any other payment method displayed on our Site.

We reserve the right to adjust pricing at any time. Unless we expressly communicate otherwise, any price changes to your subscription will take effect on your next billing cycle upon notice communicated through a posting on the CoachCulture website or mobile applicable or such other means as we may deem appropriate from time to time, such as email. If you do not cancel your subscription, you will be deemed to have accepted these new fees.

You are also responsible for all third-party charges and fees associated with connecting to and using the Site and/or Classes, including fees such as internet service provider fees, telephone and computer equipment charges, sales tax and any other fees necessary to access the Site and/or Classes. We reserve the right to add or change our payment methods at sole discretion anytime.

## **10. Risk**

You are aware that exercising has some risks and hazards, and that the classes you may attend or participate in provide a variety of activity and intensity levels. You acknowledge and agree, on behalf of yourself, your heirs, personal representatives, and/or assigns, that you are aware of these risks, which include, but are not limited to, property damage, illness, loss, and bodily injury or death, by using CoachCulture (including but not limited to attending, participating in, or using a class). You understand that some of these hazards are unavoidable, and you expressly accept the risk of injury or harm.

You understand and agree that it is your duty to check with your physician or other health care professional before using CoachCulture (including, but not limited to, attending, participating in, or utilizing a class) to decide whether and how participation is appropriate for you. If your doctor or health care provider recommends against it, don't take lessons. Stop exercising immediately if you suffer faintness, dizziness, discomfort, or shortness of breath at any moment.

You also acknowledge and agree that the site provides fitness and related material only for educational, entertaining, and informative reasons. Nothing on the site and/or in a class is meant to be, and must not be construed as, the practice of medical, professional, or counseling services. Any material on or through the site and/or a class should not be used as a substitute for, or to treat, professional medical advice, diagnosis, or treatment. Always see a physician or other health-care expert if you have any concerns or questions regarding your health or fitness level. Because of what you may have read or heard on or via the site and/or a class, you should never reject, avoid, or postpone seeking medical or health-related advice from your health-care provider. Any material, suggestions, or information given on or through CoachCulture are completely at your own risk.

Therefore, to the fullest extent permitted by law, you release, indemnify, and hold harmless CoachCulture, its parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages and liabilities arising out of or in any way related to your participation in or use of the site and/or attendance at, participation in, purchase of and/or use of any class) including but not limited to with respect to bodily injury, physical harm, loss, illness, death or property damage.

## **11. Refunds and Cancellations**

Please refer to our Refunds and Cancellations policy for more information on this section.

## **TERMS & CONDITIONS FOR COACHES**

### **12. Coaches**

If you are a Coach, when promoting your Coach account you must comply with our Terms of Service and the terms of service of any other website where you place a link to or otherwise promote your Coach account. When promoting your Coach account, you must not impersonate CoachCulture or give the impression that your Coach account is being promoted by us if this is not the case. You must not promote your CoachCulture account by using Google Ads or any similar advertising platform or search engine advertising service.

12.1 How to set up your account as a Coach account: To set up your account as a Coach account:

- a. You will need on your User account page to upload a valid form of ID and two photos of you in accordance with the requirements set out here.
- b. You will need on your User account page to add bank account details of your own bank account or the bank account of a corporate entity in which you are a Person with Majority Control.
- c. You will need on your User account page to select one of the available methods provided by CoachCulture as to how your Coach Earnings will be transferred to you. These methods are called Payout Options.
- d. You may also need to submit additional information depending on the country where you live.
- e. We may ask you for additional age or identity verification information at any time. We may reject your application to set up a Coach account for any reason, including the reasons stated here.
- f. Once you have set up your account as a Coach account, then if you want to charge your Users a monthly subscription fee you will need to set your subscription price for your Users within the range allowed by CoachCulture as set out here.
- g. You will then be able to start adding Content and Users will be able to subscribe to your account to become your Users.
- h. If you lose access to your account, you can reset your password, but you will need to know the email address used to set up the account to do so. If you do not recall the email address used to set up the account, we may require you to provide identification documents and photos and any additional evidence we may reasonably require to prove your identity.

12.2 Every Coach is the owner of their own account and must have access to their account at all times. If you have an agent or agency which assists you with the operation of your Coach account (or operates it on your behalf), this does not affect your personal legal responsibility. Our relationship is with you, and not your agent or agency, and you will be legally responsible for ensuring that all Content posted and all use of your account complies with the Terms of Service.

12.3 When a User has made the required payment for access to your Content, for the provision of customised Content or for use of the User interaction function on your

account, you must allow the User to view the Content paid for and/or provide the customised Content and/or allow the User to use the User interaction function paid for (as applicable). You agree that you will indemnify us for any breach by you of this obligation (which means you will be responsible for any loss or damage (including loss of profit) we suffer as a result of you failing to comply with this obligation).

12.4 Content – general terms: In addition to the terms set out elsewhere in the Terms of Service the following terms apply to the Content posted, displayed, uploaded or published by you as a Coach on CoachCulture:

- a. Your Content is not confidential, and you authorize your Users to access and view your Content on CoachCulture for their own lawful and personal use, and in accordance with any licenses that you grant to your Users.
- b. You warrant (which means that you make a legally enforceable promise to us) that for each item of Content which you post, display, upload or publish on CoachCulture:
  - i. the Content complies in full with the Terms and Conditions;
  - ii. you hold all rights necessary to license and deal in your Content on CoachCulture, including in each territory where you have Users and in the Singapore, USA and Germany;
  - iii. you either own your Content (and all intellectual property rights in it) or have a valid license to offer and supply your Content to your Users;
  - iv. if your Content includes or uses any third-party material, you have secured all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use and exploitation of that Content on CoachCulture; and the Content is:
    - a. of satisfactory quality, taking account of any description of the Content, the price, and all other relevant circumstances including any statement or representation which you make about the nature of the Content on your account or in any advertising;
    - b. reasonably suitable for any purpose which the User has made known to you is the purpose for which the User is using the Content; and
    - c. as described by you.

12.5 You agree that you will be liable to us and indemnify us if any of the warranties are untrue. This means you will be responsible for any loss or damage (including loss of profit) we suffer as a result of any of the warranties being untrue.

12.6 We are not responsible for and do not endorse any aspect of any Content posted by you or any other User of CoachCulture. We do not have any obligation to monitor any Content and have no direct control over what your Content may comprise.

- 12.7 You also agree to act as custodian of records for the Content that you upload to CoachCulture.

### **13. Payouts to Coaches**

- 13.1 All User Payments will be received by a third-party payment provider approved by us.
- 13.2 If you have chosen a third party Payout Option, we will ensure that payment option, acting as our payment provider, will collect the User Payment and:
- a. pay Our Fee on the User Payment to an account held in our name; and
  - b. pay the Coach Earnings to your bank account or the bank account of a corporate entity in which you are a Person with Majority Control.
- 13.3 Your CoachCulture account will be updated within a reasonable time with your Coach Earnings. Your Coach Earnings will become available for withdrawal by you from your CoachCulture account once such Coach Earnings appear in your CoachCulture account.
- 13.4 To make a withdrawal of Coach Earnings from your CoachCulture account, you must have at least the minimum payout amount in your CoachCulture account. Please click on the Banking page on your account to see what the minimum payout amount is for your country of residence and Payout Option.
- 13.5 If a User successfully seeks a refund or chargeback from their credit card provider in respect of a User Payment, we may investigate and may decide to deduct from your account an amount equal to the Coach Earnings earned by you on the charged-back or refunded amount.
- 13.6 Except for Payout Options involving payment by direct bank transfer from us, we do not store any data disclosed by you when you register your Payout Options with a third-party payment provider.

### **14. Withholding Coach Earnings**

- 14.1 We may withhold all or any part of the Coach Earnings due to you but not yet paid out:
- a. if we think that you have or may have seriously or repeatedly breached any part of the Terms of Service;
  - b. if you attempt or threaten to breach any part of the Terms of Service in a way which we think has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User); or
  - c. if we suspect that all or any part of the Coach Earnings result from unlawful activity, either by you or by the User who made the User Payment resulting in the Coach Earnings, for as long as is necessary to investigate the actual, threatened or suspected breach by you or the suspected unlawful activity (as applicable). If following our investigation, we conclude that (i) you have seriously or repeatedly breached any part of the Terms of Service; (ii) you have attempted or threatened to



breach any part of the Terms of Service in a way which has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User), and/or (iii) the Coach Earnings result from unlawful activity, we may notify you that you have forfeited your Coach Earnings.

14.2 We shall not have any responsibility to you if we withhold or forfeit any of your Coach Earnings where we have a right to do so under these Terms of Use for Coaches.

14.3 If we are withholding all or any part of the Coach Earnings due to you and we determine that part of the Coach Earnings withheld by us is unrelated to breaches by you of the Terms of Service or suspected unlawful activity, then we may pay to you the part of the Coach Earnings which we determine to be unrelated to breaches by you of the Terms of Service or suspected unlawful activity. However, you agree that if we consider that your breach(es) of the Terms of Service has or may cause us loss, we may withhold all Coach Earnings due to you but not yet paid and we may set off such amounts against any losses suffered by us.

14.4 If once we have finished our investigation we determine that Coach Earnings are forfeited, we will use our best efforts to return any User Payments which resulted in forfeited Coach Earnings to the relevant Users who paid such User Payments.

## **15. Tax Compliance**

15.1 We recommend that all Coaches seek professional advice to ensure you are compliant with your local Tax rules, based on your individual circumstances.

15.2 By using CoachCulture as a Coach, you warrant (which means you make a legally enforceable promise) that you have reported and will report in the future the receipt of all payments made to you in connection with your use of CoachCulture to the relevant Tax authority in your jurisdiction, as required by law.

15.3 For the avoidance of doubt, you are responsible for your own Tax affairs and CoachCulture is not responsible or liable for any non-payment of Tax by Coaches.

15.4 We reserve the right to close your CoachCulture account if we are notified of or become aware of any Tax non-compliance by you.

## **16. Fees and Charges**

CoachCulture fees depend on the content you are offering and there are two different content fee tiers that we are charging fees for. These fee tiers reflect different complexities and costs of the technology needed to store, distribute and/or maintain the availability of your content on CoachCulture. The amount, that CoachCulture will pay out to you, as a Coach and after deduction of our fees is subsequently referred to as Coach Earnings. All Coach Earnings will be reflected in your CoachCulture wallet and will be made available for payout within a reasonable amount of time (usually within 3-5 business days). We reserve the right to withhold any payments, if we have reasonable concern that you violated any of the terms set out in this document or any applicable laws, while using CoachCulture.

### **16.1 Live Classes**

We charge a fee of twenty-five percent (25%) of all User Payments made to you for Live Classes (excluding any taxes). The remaining seventy-five percent (75%) of the User Payment (excluding any taxes) will be paid out to your CoachCulture wallet.

### **16.2 On-Demand Classes**

We charge a fee of twenty percent (20%) of all User Payments made to you for On-Demand Classes (excluding any taxes). The remaining eighty percent (80%) of the User Payment (excluding any taxes) will be paid out to your CoachCulture wallet.

### **16.3 Recipes**

Recipes on CoachCulture are (currently) not meant to be monetized, but rather offer Coaches additional means of advertising on the CoachCulture platform. As such all fees resulting from processing, storing and maintaining recipes, will be borne by CoachCulture.

Please reach out to [support@coachculture.com](mailto:support@coachculture.com) should you have questions about above fees or what entails On-Demand, Live Classes and Recipes. CoachCulture has the right to change their fee structure at any time given reasonable notice to its Coaches via email, its Website or any other means of communications.

## **17. Linking from and to CoachCulture**

### **17.1 Links to CoachCulture**

You may link to the CoachCulture website, conditioned that you do so adhering to all applicable laws, terms set out in this document and without damaging CoachCultures reputation or take advantage of it. Any Link to CoachCulture cannot imply any form of association, approval or endorsement to or with CoachCulture. When linking to CoachCulture on another website to promote or advertise your account, you have a responsibility to comply with their (the websites) terms of service and all other applicable laws.

## **TERMS FOR BOTH USERS AND COACHES**

### **18. Limited License and Site Access; Acceptable Use**

You may not: (a) resell or make any commercial use of this Site or any of the contents of this Site; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert any of the contents of this Site not intended to be so read; (c) copy, imitate, mirror, reproduce, distribute, publish, download, display, perform, post or transmit any of the contents of this Site in any form or by any means; or (d) use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods on the contents of the Site or to collect any information from the Site or any other user of the Site.

You use this Site at your own risk. You agree that you will be personally responsible for your use of this Site and all of your communication and activity on this Site. If we determine, in our sole discretion, that you engaged in prohibited activities, were not respectful of other users, or otherwise violated the Terms and Conditions, we may deny you access to this Site on a temporary or permanent basis and any decision to do so is final.

## **19. Intellectual Property Rights**

Your use of the Site and its contents grants no rights to you concerning any copyright, designs, and trademarks and all other intellectual property and material rights mentioned, displayed, or relating to the Content (defined below) on the Site. All Content, including third-party trademarks, designs, and related intellectual property rights mentioned or displayed on this Site, are protected by national intellectual property and other laws. Any unauthorized reproduction, redistribution, or other use of the Content is prohibited and may result in civil and criminal penalties. You may use the Content only with our prior written and express authorization. To inquire about obtaining authorization to use the content, please contact us at [support@coachculture.com](mailto:support@coachculture.com)

In addition to the intellectual property rights mentioned above, "Content" is defined as any graphics, photographs, including all image rights, sounds, music, video, audio, or text on the Site.

## **20. Monitoring Activity**

CoachCulture has no obligation to monitor this Site or any portion thereof. However, we reserve the right to review any posted content and remove, delete, redact or otherwise modify such content, at our sole discretion, at any time and from time to time, without notice or further obligation to you. CoachCulture has no obligation to display or post any content. CoachCulture, subject to the Privacy Policy reserves the right to disclose, at any time and from time to time, any information or posted the content that it deems necessary or appropriate, including without limitation to satisfy any applicable, law, regulation, contractual obligation, legal, dispute process, or governmental request.

## **21. Disclaimer**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, COACHCULTURE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY (A) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE SITE AND ITS CONTENT, INCLUDING THE INFORMATION, DATA, SOFTWARE, OR PRODUCTS CONTAINED THEREIN, OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF, (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING, AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE. THE SITE AND ALL CONTENTS THEREIN AND COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND YOUR USE OF THE SITE IS AT YOUR OWN RISK.

## **22. Limitation of Liability**

You agree that in no event shall CoachCulture be liable to you, or any third party, for any lost profits, incidental, consequential, punitive, special, or indirect damages arising out of or in connection with the Site or the Terms and Conditions, even if advised as to the possibility of such damages, regardless of whether the claim for such damages is based in contract, tort, strict liability or otherwise. This limitation on liability includes, but is not limited to, any (i) errors, mistakes, or inaccuracies in any Content or for any loss or damage of any kind incurred by you as a result of your use of or reliance on the Content; (ii) the transmission of any bugs, viruses, Trojan horses or the like which may infect your equipment, failure of mechanical or electronic equipment; (iii) unauthorized access to or use of the Site or CoachCulture' secure servers and/or any personal information and/or financial information stored therein; or (iv) theft, operator errors, strikes or other labor problems or any force majeure.

### **23. Indemnification**

You agree to indemnify and hold CoachCulture and its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from and against any suit, action, claim, demand, penalty, or loss, including reasonable attorneys' fees, made by or resulting from any third party due to or arising out of your use of the Site, breach of the Terms and Conditions or the materials it incorporates by reference, or your violation of any law, regulation, order or other legal mandates, or the rights of a third party.

### **24. Dispute Resolution & Governing Laws**

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and you hereby submit to the exclusive jurisdiction of the Singapore courts where CoachCulture is based in.

### **25. Children**

If you use or engage with the website and are under 18 years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the website, you also acknowledge and agree that you are permitted by your jurisdiction's applicable law to use and/or engage with the website.

### **26. Privacy & Cookies**

For more information on how we collect your information and cookies, please refer to our Privacy Policy and Cookie Policy.

### **27. Changes**

We reserve the right to update and revise these Terms and Conditions at any time. You will know if these Terms and Conditions have been revised since your last visit to the website by referring to the "Effective Date of Current Policy" date at the top of this page. Your use of our Site constitutes your acceptance of these Terms and Conditions as amended or revised by us from time to time, and you should, therefore, review these Terms and Conditions regularly.

## **28. Electronic Communications**

When you visit the Site or send us e-mails, you are communicating with us electronically. In so doing, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication is in writing.

## **29. Severability**

If any of these Terms and Conditions shall be deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining terms or conditions.

## **30. Assignment**

We shall be permitted to assign, transfer, or subcontract our rights and obligations under these terms without your consent or any notice to you. You shall not be permitted to assign, transfer, or subcontract any of your rights and obligations under this agreement.

## **31. Force Majeure**

CoachCulture is not liable for any delays caused by circumstances beyond CoachCulture's control, e.g. general labor dispute, extreme weather, acts of war, fire, lightning, terrorist attacks, changed governmental orders, technical problems, defects in power- /tele-/computer communications, or other communication and defects or delays in the service by sub-suppliers due to circumstances set forth above.

## **32. Entire Agreement**

These Terms and Conditions set forth the entire understanding and agreement between you and CoachCulture concerning the subject matter herein and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written concerning the Site. A printed version of these Terms and Conditions and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved. You may not assign the Terms and Conditions, or assign, transfer or sublicense your rights therein. A failure to act concerning a breach by you or others does not waive CoachCulture's right to act concerning subsequent or similar breaches.

## **33. Term and Termination**

This agreement becomes effective the date that you first access the Site and remains effective until it is terminated consistent with its terms. Violations of this agreement may result in the immediate termination of this agreement and denials or terminations of your access to the Site. Such restrictions may be temporary or permanent. Upon termination, your right to use this Site shall be revoked. All disclaimers, limitations of liability, indemnities, and rights of ownership and licenses to CoachCulture shall survive any termination.

## **34. Contact Us**

For any questions, complaints, and queries or to report any violations, kindly send an email on [support@coachculture.com](mailto:support@coachculture.com)