

TERMS AND CONDITIONS

www.CoachCulture.com

Effective date: 1st April 2022

1. Introduction

Welcome to www.coachculture.com ("Site" or "Website").

CoachCulture Pte. Ltd. in Singapore owns and operates this website. CoachCulture Pte. Ltd. is referred to as "we," "us," "platform," and "our" throughout the Site. We provide you, the user, with this website, our end-user mobile application (for iPhone or Android), Smart TV App, and all information, tools, and services available through this site, conditioned on your acceptance of all terms, conditions, policies, and notices indicated here.

You ("User," "Trainer," "Coach," "Creator") engage in our "Service" by visiting our site and/or purchasing something from us, and you 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 site users, including browsers, users, Coaches, and/or content producers, without restriction. Individuals who use fitness training services are referred to as users, and individuals who provide fitness services are referred to as coaches.

Users who signed up as content creators to submit any material to CoachCulture that may be accessed by other users are referred to as "Creators," "Coaches," and "Trainers." Any CoachCulture user, including Coaches and other material consumers, is referred to as a user (not signed up as Coach). All users are referred to as **you** or **your** in these terms and conditions.

Any user who consumes content published by Coaches or any staff directly hired by CoachCulture International Ltd is referred to as a consumer.

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

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

Coachculture's coaches will utilize their expertise and knowledge to build a healthy workout program, but they cannot take into consideration your lifestyle, personal objectives, fitness levels, or medical history. As a result, coaches are not liable for any injuries or losses that occur as a result of attending their sessions. Before attending lessons, you should always check your health care provider or another competent expert to ensure that they are safe for you as a User. You also recognize that no exercise program's outcomes can be guaranteed. Your development is determined by how hard you work and how well you cooperate both within and outside of the Sessions/Classes. You understand that individual outcomes may vary and that your Coach cannot promise a certain outcome.

5. Accounts, Registrations, and Passwords

If you use this Site and an account and/or password(s) are required, you are entirely responsible for keeping your account and password(s) secret and restricting access to your end user device (including, but not limited to your Laptop, smart phone or tablet). If you create an account, register, or otherwise supply us with information, you promise to give us with current, complete, and accurate information as asked by any forms and to notify us immediately if any of the information supplied changes. CoachCulture is not liable for any errors or delays in responding to any query or request as a result of obsolete or erroneous information given by you, or any technological issues without CoachCulture's control.

You agree that your CoachCulture account is personal to you and that you will not establish multiple accounts. You cannot transfer or give Classes or credits to third parties, including other CoachCulture Users, or allow third parties to use your CoachCulture account. The Site and/or Classes may not be used or exploited for commercial reasons. The CoachCulture platform is updated and tested on a regular basis. We retain the right to include or exclude you from these tests without notice, and by using the Site and/or Classes, you accept that we may do so. You acknowledge and agree that CoachCulture may take steps to prevent fraud and abuse that we think reasonable.

Any login, identity, or password issued in connection with this Site (each a "Password") is sensitive information that must be kept safe. You may not divulge such a Password to another person or entity, nor may you allow another entity to use such a Password to access the Site.

Any breach of security or illegal use of your account must be reported promptly to CoachCulture. CoachCulture cannot be held liable for the use of any information you submit or display on this Site, and expressly disclaims all duty in this regard.

You agree to be liable for any activities if someone else uses your account, even if they do so against your will by getting access without your permission.

You must give us with a valid email address, phone number, username, and a unique password (distinct from the password you use on other websites) during the registration process with CoachCulture as a User, or authenticate using a legitimate Twitter, Google, or Facebook account. You must also supply us with a valid form of identification, your birthday, nationality, and a monthly membership cost for your account in order to register as a coach (this fee can be changed anytime later in your CoachCulture account). Should we have reasonable suspicion that any of the information supplied during the registration procedure is fraudulent or misleading, we have the right to terminate your account, including bank withdrawals..

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 interfaces that are 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 may access content on the website through subscription plans, digital classes, and non-subscription purchases. There are a number of classes,

services, and features to choose from, as well as additional and variable terms, pricing, policies, and restrictions. At any moment, we reserve the right to revise, discontinue, or otherwise modify our offered options and plans. Non-subscribers may occasionally be allowed to access certain Classes, materials, or features for a price or for free.

CoachCulture makes no claims concerning the volume, accessibility, kind, or frequency with which non-subscribers can access such Classes, material, or features, and maintains the right to change, cancel, remove, or suspend access at any time and for any reason.

- b. Coaches on CoachCulture have the ability to provide account-specific subscription plans that grant subscribers access to their courses at discounted rates for that specific Coach (and only that Coach), early access to content, and/or other privileges specified during the signup process. Users with account-specific subscriptions do not have access to or rights to any content that is not part of the Coach's content. Coaches maintain the right to amend, discontinue, or rearrange their offered options and plans at any moment. A subscription starts the day you sign up for it and pay using a valid Payment Method, or when you renew an existing one. Unless another time period is clearly mentioned to you at the time of sign up or afterwards (such as a multi-month commitment plan), each billing cycle is one month long (a "Subscription Cycle"). Unless you cancel or terminate your CoachCulture subscription/membership, it will automatically renew each month and we will bill the monthly subscription amount to your Payment Method. If you purchase a CoachCulture membership on September 1st, for example, it will automatically renew on October 1st. You must provide us with a valid, current, and approved payment method ("Payment Method"). We may change the permitted ways from time to time. If you add a subscription to your base subscription or upgrade or downgrade to a different subscription, all subscriptions will be controlled by these Terms and will continue indefinitely unless canceled or cancelled.
- c. Coaches can update their monthly subscription fees at any time in their profile settings. Changes to subscription fees become effective within 12 hours after they have been saved within the Coach's profile settings. If the Coach updates the subscription fees again within these 12 hours, the updated subscription fees become effective after 12 hours of that change. As a User, we will notify you via the Notifications center within the CoachCulture mobile app (or any other form of communication we might choose like email or text message) about such changed subscription fees at least 60 hours before your monthly subscription cycle renews. If the Coach's changed subscription fees become effective within 72 hours before a User's monthly subscription cycle renews, the updated subscription fees will only become effective at the following billing cycle renewal.

8. Classes

CoachCulture may allow you to access a range of audio or video Fitness Classes through live stream and/or on demand from your computer or mobile device. You must meet specific technical and hardware prerequisites in order to participate in these Fitness Classes.

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 have the right to make changes to our prices at any moment. Any price changes to your subscription will take effect on your next billing cycle, unless we expressly communicate otherwise, and will be communicated through a posting on the CoachCulture website or mobile app, or through such other means as we may deem appropriate from time to time, such as email. You will be believed to have accepted these additional costs if you do not cancel your membership.

You are also liable for all third-party costs and expenses incurred as a result of connecting to and using the Site and/or Classes, including internet service provider fees, telephone and computer equipment fees, sales tax, and any other fees required to access the Site and/or Classes. At any moment, we have the right to add or remove payment options at our sole discretion.

10. Risk

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

You acknowledge and agree that before using CoachCulture (including, but not limited to, attending, participating in, or utilizing a class), you must consult with your physician or other health care practitioner to determine whether and how participation is suitable for you. Do not take classes if your doctor or health care professional advises against it. If you experience faintness, dizziness, pain, or shortness of breath while exercising, stop immediately.

You also agree that the site's fitness and related content is provided solely for educational, entertaining, and instructive purposes. Nothing on this site or in a class is intended to be, and must not be understood as, the practice of medicine, professional services, or counseling. Any information provided on or through the site and/or a class should not be used to replace or treat professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health or fitness level, you should always see a physician or other health-care professional. You should never reject, delay, or postpone getting medical or health-related advice from your health-care professional because of anything you may have read or heard on or via the site and/or a class. You accept full responsibility for any material, recommendations, or information provided on or via CoachCulture.

As a result, you release, indemnify, and hold CoachCulture, its parent, subsidiaries, or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives, and agents, as well as 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 connected with any of the foregoing.

11. Refunds and Cancellations

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

TERMS & CONDITIONS FOR COACHES

12. Coaches

We have a set of rules that you must follow when you promote your Coach account. You must also follow the rules of any other website where you put a link to or otherwise promote your Coach account. You must not imitate CoachCulture or create the appearance that your Coach account is being endorsed by us if this is not the case. You must not use Google Ads or any other comparable advertising platform or search engine advertising provider to promote your CoachCulture account.

12.1 To make a Coach account, follow these steps:

- a. You must upload a valid form of identification and two pictures of yourself to your User account page in accordance with the standards outlined here.
- b. You must upload bank account data of your own bank account or the bank account of a business organization in which you are a Person with Majority Control to your User account page.
- c. On your User Account page, choose one of CoachCulture's various options for transferring your Coach Earnings to you. Payout Options are the names given to these procedures.
- d. Depending on your country of residence, you may be required to submit extra information.
- e. At any time, we may request further age or identity verification information from you. We have the right to refuse your application for a Coach account for any reason, including those listed here.
- f. When you've set up your account as a Coach account, you'll need to select your subscription pricing for your Users within the CoachCulture range as outlined here if you wish to charge your Users a monthly subscription fee.
- g. You'll be able to start uploading Content, and users will be able to sign up for your account and become your Users.
- h. You can reset your password if you lose access to your account, but you'll need to know the email address you used to create it. If you can't remember the email address you used to create your account, we may ask you to produce identification papers, pictures, and any other proof we think is necessary to establish your identity.

- 12.2 Each Coach is the owner of its own account and must have constant access to them. Your personal legal obligation is unaffected if you have an agent or agency that aids you with the management of your Coach account (or controls it on your behalf). You will be legally responsible for ensuring that all Content submitted and all usage of your account complies with the Terms of Service, not your agent or agency.
- 12.3 You must allow a User to view the Content paid for and/or provide the customised Content and/or use the User interaction function paid for after the User has made the required payment for access to your Content, the provision of customised Content, or the use of the User interaction function on your account (as applicable). You undertake to hold us harmless in the event you breach this commitment (which means you will be liable for any loss or damage (including lost profits) we experience as a consequence of your failure to comply with this obligation).
- 12.4 General terms for content posted, shown, uploaded, or published by you as a Coach on CoachCulture: 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 allow your Users permission to access and read it on CoachCulture for their own authorized and personal use, subject to any permissions you provide them.
 - b. You represent and warrant to CoachCulture (which means you make a legally enforceable commitment to us) that each item of Content you post, display, upload, or publish on CoachCulture is accurate:
 - i. the Content conforms with the Terms and Conditions in its entirety;
 - ii. you have the required rights to license and sell your Content on CoachCulture, including in each area where you have Users, as well as in Singapore, the United States, and Germany;
 - iii. you either own (and have all intellectual property rights to) your Content or have a legal license to provide and distribute it to your Users;
 - iv. if your Content contains or incorporates any third-party material, you have obtained all necessary rights, licenses, written consents, and releases for the inclusion of such third-party property in your Content, as well as for the subsequent use and exploitation of that Content on CoachCulture; and the Content is:
 - a. of acceptable quality, taking into consideration any Content description, pricing, and any other relevant circumstances, including any statement or representation you make about the nature of the Content on your account or in any advertising;

b. the User's purpose for utilizing the Content is substantially reasonable for any purpose that the User has disclosed to you; and

c. how you've described it

12.5 You agree that if any of the claims are false, you shall be accountable to us and will compensate us. This implies you'll be liable for any losses or damages (including lost profits) we incur as a consequence of any of the warranties being false.

12.6 We are not responsible for any part of any Content provided by you or any other CoachCulture User, and we do not support it. We are not obligated to monitor any Content and have no direct control over the content of your Content.

12.7 You also agree to function as the custodian of records for the CoachCulture Content you post.

13. Payouts to Coaches

13.1 We shall accept all User Payments through a third-party payment processor that we have authorised.

13.2 If you've selected a third-party Payout Option, we'll make sure the payment option, as our payment provider, collects the User Payment and:

- deposit Our Fee on User Payments into a bank account in our name; and
- deposit the Coach Earnings into your bank account or the bank account of a corporation over which you have control.

13.3 Coach Earnings will show in your CoachCulture account within a reasonable period and will be accessible for withdrawal as they appear in your CoachCulture wallet.

13.4 To withdraw your Coach Earnings from your CoachCulture wallet, you must meet all restrictions, such as a minimum payment amount and the fact that your account cannot be suspended or cancelled. The minimum payout amount is determined by a number of criteria (for example, country of residence and withdrawal currency) and will be displayed throughout the withdrawal procedure. If you have any queries, please email support@coachculture.com with the topic "Withdrawal Request Question" in the subject line.

13.5 If a User successfully requests a refund or chargeback from their credit card provider in relation to a User Payment, we may investigate and elect to take a sum equivalent to the Coach Earnings received by you on the charged-back or refunded amount from your Wallet.

13.6 We do not save any data provided by you when you register your Payout Options with a third-party payment provider, with the exception of Payout Options involving payment by direct bank transfer from us.

13.7 If users want to pay Coach fees in a currency other than the Coach's chosen currency, CoachCulture will convert these payments at current rates and pay the converted earnings to your account after any fees have been deducted (including CoachCulture platform fees, currency conversion fees, withdrawal fees or any other fees resulting from or connected to the foreign currency payment). CoachCulture may choose to round up subscription or one-time payments in other currencies to reflect these additional costs.

14. Withholding Coach Earnings

14.1 We reserve the right to withhold all or part of the Coach Earnings that are owed to you but have not yet been paid:

- a. if we believe you have or may have violated any element of the Terms of Service substantially or repeatedly;
- 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 believe that all or part of the Coach Earnings are the result of unlawful conduct by you or the User who made the User Payment that resulted in the Coach Earnings, for as long as it takes to investigate the actual, threatened, or suspected breach by you or the alleged unlawful activity, for as long as it takes to investigate the actual, threatened, or suspected unlawful activity (as applicable). If we find 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 that has or could have serious consequences for us or another User (including actual or potential loss caused to us or another User); and/or (iii) the Coach Earnings are the result of unlawful activity, we may notify you that your Coach Earnings have been forfeited.

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 withhold all or part of the Coach Earnings due to you and we determine that a portion of the Coach Earnings withheld is unrelated to breaches by you of the Terms of Service or suspected unlawful activity, we may pay you the portion of the Coach Earnings that we determine is unrelated to breaches by you of the Terms of Service or suspected unlawful activity. You acknowledge, however, that if we believe your breach(es) of the Terms of Service has or may cause us damage, we may withhold all Coach Earnings due to you but not yet paid and offset such amounts against any losses we have experienced.

- 14.4 If we find that Coach Earnings are forfeited after our inquiry, we will make every attempt to refund any User Payments that resulted in forfeited Coach Earnings to the relevant Users who paid such User Payments.

15. Tax Compliance

- 15.1 We urge that all Coaches get professional guidance to ensure that they are in compliance with their local tax laws, taking into account their unique 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 continue to report to the relevant Tax Authority in your jurisdiction the receipt of all payments made to you in connection with your use of CoachCulture, as required by law.

- 15.3 For the avoidance of doubt, you are solely responsible for your own tax affairs, and CoachCulture is not responsible or accountable for Coaches' failure to pay tax.

- 15.4 If we are alerted of or become aware of any Tax non-compliance by you, we retain the right to cancel your CoachCulture account.

16. Fees and Charges

CoachCulture prices are calculated on the type of material you provide, and we charge two distinct content cost tiers. The complexities and costs of the technology required to keep, distribute, and/or maintain the availability of your material on CoachCulture are reflected in these pricing levels. Coach Earnings refers to the amount that CoachCulture will pay you as a Coach after deducting our expenses. All Coach Earnings will be recorded in your CoachCulture wallet and will be accessible for distribution in a timely manner (usually within 3-5 business days). If we have reasonable grounds to believe that you have broken any of the terms set out in this agreement or any relevant laws while using CoachCulture, we retain the right to withhold any compensation.

16.1 Live Classes

We deduct a fee of twenty-five percent (25%) from all User Payments for Live Classes provided to you (excluding any taxes). The remaining 75% (minus taxes) of the User Payment will be sent into your CoachCulture wallet.

16.2 On-Demand Classes

We deduct a fee of 20% (20%) from all User Payments made to you for On-Demand Classes (excluding any taxes). The remaining eighty percent (80%) of the User Payment (less any taxes) will be deposited into your CoachCulture wallet.

16.3 Recipes

CoachCulture recipes are not intended to be monetized at this time, but rather to provide Coaches with other ways to advertise on the CoachCulture platform. As a consequence, CoachCulture will cover all costs associated with processing, storing, and maintaining recipes.

If you have any queries about the above pricing or what On-Demand, Live Classes, and Recipes involve, please contact support@coachculture.com. CoachCulture has the right to amend its price structure at any time by providing fair notice to its Coaches by email, the CoachCulture website, or other methods of contact.

17. Linking from and to CoachCulture

17.1 Links to CoachCulture

You may link to the CoachCulture website as long as you comply with all relevant laws, the rules set out in this agreement, and do not harm or take advantage of CoachCulture's reputation. Any link to CoachCulture cannot be construed as an endorsement, approval, or affiliation with CoachCulture. You must comply with their (the websites) terms of service and all other relevant laws when connecting to CoachCulture on another website to promote or market your account.

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

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