Effective date: 26 February 2023

## 1 Introduction

#### 1.1 What is this document about?

(a) This agreement sets out the expectations and obligations of You and Us in relation to live coaching services (and related products and services) that We may provide to You.

### 1.2 Definitions

In this agreement:

The **Platform** refers to Our website (https://valoresports.com/) and Our related software and online services provided on or in connection with our website, as well as the content on our Discord server.

We, Us, Our, or Valor is a reference to Valor Esports Pty Ltd ABN 94 648 832 080, a company incorporated in Australia.

### 1.3 Interpretation

- (a) If You deal with Us on behalf of a school/university/college, organization, or some other entity that is not an individual, then:
  - (1) "You" includes You and that entity; and
  - (2) You represent and warrant that You are an authorized representative of that entity with the authority to bind that entity to this agreement, and that You agree to this agreement on that entity's behalf.

# 2 What You can expect from Us

### 2.1 Coach and session structure

- (a) Valor live coaching sessions run for ninety (90) minutes and are run by a professional esports coach who is focused on developing You and Your team into high quality esports competitors.
- (b) Your coach will work closely with You to understand Your current strengths, weaknesses, and goals, and determine a path forward.
- (c) All live coaching sessions are recorded by coaches for archival purposes. This is to ensure Your safety and to ensure that We continue to provide high quality products and services. By attending a live coaching session, You consent to a recording being made of that session which may contain footage and/or audio recordings of You. You also consent to Us storing such recordings and using them for any purpose We (in our sole discretion) deem reasonable, including but not limited to promotional purposes.
- (d) Following the end of each live coaching session, Your team will receive a report from Your coach. The report will contain information about Your team's overall health, a coaching summary, and performance data that We (or Your team's coach) judge useful.

#### 2.2 Feedback mechanisms

- (a) We endeavour to provide services of the highest quality. To achieve this, We have a series of comprehensive processes in place to ensure consistency and quality across all regions and products and services.
- (b) If at any point You feel as though the services We provide are not of a high quality, please directly contact Us to discuss resolution pathways.

# 3 What We expect from You

### 3.1 Commitment, attendance, and attitude

- (a) We generally operate with the following mantra in mind: "You get out what you put in". We (and Our staff, whether coaches or otherwise) expect You to commit to Your pathway. This includes (but is not limited to):
  - (1) applying a reasonable amount of effort towards achieving Your goals;
  - (2) attending scheduled live coaching sessions; and
  - (3) training/practising outside of live coaching sessions.
- (b) You should ensure Your whole team is present for a live coaching session. A session credit will be used for each live coaching session, regardless of whether the full team is present.
- (c) If the number of players joining a live coaching session exceeds the maximum amount of players per session for your selected esports title (please refer to the table below), please directly contact Us as early as possible prior to that live coaching session.
- (d) All changes to scheduled live coaching session times (whether initiated by You or Us) shall be done in accordance with Our Session Cancellation and Rescheduling Policy.

Esports title	Player quota
Rocket League	6
Valorant	5
Counter-Strike: Global Offensive	5
League of Legends	5

#### 3.2 Personal information

(a) In order to provide You with the best experience possible, We or one of Our coaches may ask you for personal information. Please rest assured that any personal information handled by Us is done in accordance with Our Privacy Policy, which is available on Our website at the following URL: https://valoresports.com/privacy-policy

# 4 Other important information

### 4.1 Refunds

(a) Except where required by law, fees You pay to us are non-refundable. We may, in Our sole discretion, make an exception to this policy on a case-by-case basis, however We emphasise that this is not standard procedure. Please directly contact Us if you would like to discuss refunds.

### 4.2 Intellectual property

(a) Our Platform and its original content (excluding content provided by users), features, and functionality are and will remain the exclusive property of Us and Our licensors (if any). Our Platform is protected by copyright and other laws of Australia.