

Payment Terms of Service

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1. Terms of Service

These terms and conditions (“Payments Terms”) govern the Payment Services between you and Videocoachme (Videocoachme is hereinafter referred to as "Videocoachme", "we", "us", or "our"). Videocoachme will handle any and all payments and payouts conducted through or in connection with the Site, Application or Services ("Payment Services").

These Payment Terms constitute a binding legal agreement between you and Videocoachme.

YOU ACKNOWLEDGE AND AGREE THAT, BY USING THE PAYMENT SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE PAYMENTS TERMS. IF YOU DO NOT AGREE TO THESE PAYMENTS TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE PAYMENT SERVICES.

Failure to use the Payment Services in accordance with these Payments Terms may subject you to civil and criminal penalties. If you accept or agree to these Payments Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Payments Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE COACHES AND COACHING CLIENTS CONNECTING AND BOOKING ONLINE LANGUAGE SESSIONS DIRECTLY WITH EACH OTHER. VIDEOCOACHME CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY COACH OR COACHING CLIENT PROFILES AND IS NOT RESPONSIBLE FOR THE METHODS, MATERIALS, ONLINE DELIVERY TOOLS AND ALL ASPECTS OF THE SESSIONS. VIDEOCOACHME IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL SESSIONS. ACCORDINGLY, ANY PAYMENT SERVICES WILL BE MADE OR ACCEPTED AT THE MEMBER'S OWN RISK.

2. Modification

Videocoachme reserves the right, at its sole discretion, to modify or terminate the Payment Services or to modify these Payments Terms at any time and without prior notice. If we modify

these Payments Terms, we will either post the modification on the Site or via the Application or otherwise provide you with notice of the modification. We will also update the “Last Updated” date at the top of these Payments Terms. By continuing to use the Payment Services after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Payments Terms. If the modified Payments Terms are not acceptable to you, your only recourse is to cease using the Payment Services.

3. Eligibility

The Payment Services are intended solely for persons who are 18 or older. Any use of the Payment Services by anyone under 18 is expressly prohibited. By using the Payment Services you represent and warrant that you are 18 or older.

4. Account Registration and Identity Verification

In order to use the Payment Services, you must first register to create an Videocoachme Account and become a Member in accordance with the Terms of Service. You acknowledge, consent and agree that anyone you authorize to use your Member Account may use the Payment Services on your behalf and that you will be responsible for any payments made by such person.

You authorize Videocoachme, directly or through third parties, to make any inquiries we consider necessary to help verify or check your identity or prevent fraud. This may include asking you to provide a form of government identification (e.g. driver’s license or passport), your date of birth, and other information requiring you to take steps to confirm ownership of your email address, Payment Methods or Payout Methods; or attempting to screen your information against third party databases. You further authorize Videocoachme (or its affiliates) to request a consumer report on you from a Consumer Reporting Agency. This consumer report will be requested and utilized in compliance with applicable law, including the Fair Credit Reporting Act. Videocoachme reserves the right to close, suspend, or limit access to the Payment Services in the event we are unable to obtain or verify any of this information.

5. Key Terms for Payment Services

"Videocoachme Credits" - Videocoachme Credits are a virtual currency purchased from Videocoachme. They can be used solely on the Site or Application to purchase Services and have no value outside of Videocoachme. All Services on the Site or Application are paid for with Videocoachme Credits.

"Session Fees" and **"Package Fees"** - Session and Package Fees are the amounts that are due and payable by a Coaching client for confirmed language sessions that have been given by a Coach. The Coach alone, and not Videocoachme, is responsible setting the Session Fees or Package Fees.

"Service Fees" - Service Fees are the fees Videocoachme charges to the Coach when using Videocoachme Services.

"Coaching client Wallet" - A Coaching client Wallet is an account created by Coaching clients to purchase Videocoachme Credits that will be spent on Videocoachme. Videocoachme Credits in a Coaching client Wallet can be used to pay for services provided by Coaches, and other Services offered by the Site or Application.

A Coaching client may add Videocoachme Credits to their Coaching client Wallet by any of the payment methods available on the Site or Application. The Coaching client must reasonably intend that such amounts will be used to pay Videocoachme or Coaches for Services purchased through the Site or Application.

"Payment Method" - Payment Method is the service that a Coaching client uses to purchase Videocoachme Credits. Examples of payment methods are credit card, debit card, or PayPal.

"Coach Wallet" - A Coach Wallet is an account created by Coaches to receive payment for Coach Services. As a Coach, you must use the Coach Wallet Service to receive payment from Coaching clients.

"Withdrawal Method" - Withdrawal Method is the service that a Coach uses to exchange Videocoachme Credits for currency. Examples of withdrawal methods are PayPal, and other third party payment providers.

6. General Relationship

Videocoachme Provides the Venue

Videocoachme makes the Site or Application available as an online venue where Members locate and connect with each other and take advantage of the Services. Videocoachme is not involved in the dealing and contracting between Coaching clients and Coaches, or in the Coaches' delivery of Teaching Services to Coaching clients. Videocoachme has no control over and does not guarantee the quality, safety or legality of Teaching Services advertised, the truth or accuracy of listings, the qualifications, background, or abilities of Coaches, the ability of Coaches to deliver Teaching Services, the ability of Coaching clients to pay for Teaching Services, or that a Coaching client or Coach can or will actually complete a transaction.

Performance of Session Contracts

Upon confirmation of Coach Services, time, and price by both the Coaching client and the Coach, the Coaching client agrees to purchase, and the Coach agrees to deliver, the Coach Services in accordance with the Terms of Service (collectively the "Session Contract"). You agree not to enter into any contractual provisions in conflict with the Terms of Service. The Coaching client and Coach each covenants and agrees to act with good faith and fair dealing in performance of the Session Contract. Furthermore, the Coaching client and Coach each acknowledges and agrees that the value, reputation, and goodwill of the Site or Application depend on their performance of the foregoing covenants and agreements. The Coaching client and the Coach therefore agree that Videocoachme has the right to take such actions with respect to the Session Contract, including without limitation suspension, termination, or legal actions, as Videocoachme in its sole discretion deems necessary to protect the value, reputation, and goodwill of the Site or Application.

7. Financial Terms for Coaching clients

For Coaching clients, you must use Videocoachme Credits to receive Teaching Services from a Coach. Videocoachme provides Coaching clients with a "Coaching client Wallet". The Coaching client Wallet is used to hold Videocoachme Credits, and to make payments with Videocoachme Credits, for the purchase of Teaching Services.

Purchasing Videocoachme Credits

In order to acquire Videocoachme Credits, you use a third party payment method (example: credit card, PayPal, and others) to pay for the necessary amount. By providing Videocoachme with your credit card or bank account information, you authorize us to charge such credit card or bank account for the amounts stated on the payment page. Following a successful transaction, your Coaching client Wallet will have the corresponding amount of Videocoachme Credits.

No Refunds on Authorized Payments

Authorized payments are final. No refunds will be given for Videocoachme Credits purchased.

Third Party Payment Method Fees

When purchasing Videocoachme Credits, there may be fees that are charged to a Coaching client by the third party payment provider or the Coaching client's bank. These fees are not under Videocoachme's control, and Videocoachme disclaims all liability in this regard. Whatever Payment Method you use may be subject to additional terms and conditions imposed by the applicable third-party payment provider. It is up to the user to review the terms and conditions before using a third party payment method.

Canceled Session Requests

If a Session Request is canceled by the Coaching client, declined by the Coach, or expires (not confirmed by the Coach within the request period), the Videocoachme Credits will be fully refunded to the Coaching client's Coaching client Wallet.

Confirmation of Sessions

As a Coaching client, when you confirm a session was successful, you instruct Videocoachme to pay the Coach using the Coaching client Wallet Service. You confirm that the Coach has completed the applicable Services fully and satisfactorily, and you are instructing Videocoachme to transfer Videocoachme Credits from your Coaching client Wallet to the Coach's Coach Wallet.

Feedback and Ratings on Sessions

As a Coaching client, when you confirm a session was successful, you will also be asked to leave feedback and a rating for the Coach. Leaving feedback or a rating is optional. However, if you do

so, you agree that your feedback will not be used to artificially raise or lower a Coach's rating, commit fraud, spam, insult, harass, threaten, or enact intentional misuse.

You agree to report violations or abuses of our rating and feedback system immediately by contacting Customer Service, and agree not to take any actions that undermine the integrity of the feedback system.

Disputes with Coaches

In the event there is a disagreement with a Coach, there are two phases to resolving the dispute.

Phase 1: Member Resolution – The Coaching client and Coach should discuss and reach agreement on what services should be provided, and whether the Videocoachme Credits should be transferred to the Coaching client or the Coach. Any new terms that are agreed by the Coaching client and Coach should be submitted to Videocoachme, for a written record.

Phase 2: Videocoachme Dispute Judgment – If the Coaching client and Coach cannot agree, then the dispute will be handled by Videocoachme. Videocoachme will review any evidence and submitted materials pertaining to the Dispute and make a final ruling.

Session Packages

Session packages on Videocoachme are valid for 6 months. Reminders will be sent to both the Coaching client and the Coach when the expiration date of their package comes due. If there is no action taken by the Coaching client, then all remaining Videocoachme Credits in the package will be sent to the Coach, minus Videocoachme's normal commission. If no action is taken by the Coach, then all remaining Videocoachme Credits in the package will be returned to the Coaching client.

In the event that there is a dispute as to who canceled a package and the Coaching client and Coach cannot reach a compromise, then Videocoachme will mediate the dispute. Videocoachme's decision on the dispute is final.

8. Financial Terms for Coaches

For Coaches, you must use Videocoachme Credits to receive payment for Teaching Services from a Coaching client. Videocoachme provides Coaches with a "Coach Wallet". The Coach Wallet is used to hold Videocoachme Credits, and to make withdrawals of Videocoachme Credits to a Coach's personal funds.

You agree to Videocoachme's Coach Terms of Service at www.Videocoachme.com/instructorterms.

Accepting Coach Service Requests

Coaches will receive requests for Coach Services ("Session Requests"). By accepting a Session Request, you agree to provide your Teaching Services to the Coaching client at the date and time set inside the request. You can choose to decline the request. If you do not respond, the request will automatically expire.

Cancelations of Session Requests

If Videocoachme decides for any reason that it is necessary or desirable to cancel a confirmed Coach Services Request made via the Site, Application and Services pursuant to Videocoachme Terms of Service, you agree that Videocoachme and the relevant Coaching client or Coach will not have any liability for such cancelations or refunds.

Disputes with Coaching clients

In the event there is a disagreement with a Coaching client, there are two phases to resolving the dispute.

Phase 1: Member Resolution – The Coaching client and Coach should discuss and reach agreement on what services should be provided, and whether the Videocoachme Credits should be transferred to the Coaching client or the Coach. Any new terms that are agreed by the Coaching client and Coach should be submitted to Videocoachme, for a written record.

Phase 2: Videocoachme Dispute Judgment – If the Coaching client and Coach cannot agree, then the dispute will be handled by Videocoachme. Videocoachme will review any evidence and submitted materials pertaining to the Dispute and make a final ruling.

Session Packages

Session packages on Videocoachme are valid for 6 months. Reminders will be sent to both the Coaching client and the Coach when the expiration date of their package comes due. If there is no action taken by the Coaching client, then all remaining Videocoachme Credits in the package will be sent to the Coach, minus Videocoachme's normal commission. If no action is taken by the Coach, then all remaining Videocoachme Credits in the package will be returned to the Coaching client.

In the event that there is a dispute as to who canceled a package and the Coaching client and Coach cannot reach a compromise, then Videocoachme will mediate the dispute. Videocoachme's decision on the dispute is final. Please note that in the case of a dispute, it is up to the Coach and the Coaching client to provide proof to Videocoachme to support their positions.

Videocoachme Service Fees

Videocoachme collects commission fees when a Teaching Service ("session") is confirmed by the Coaching client. **For each transaction on the Site or Application, the commission is 15% of the total cost of the Coach Service ("session").** Fees due to Videocoachme are deducted upon transfer of Videocoachme Credits to the Coach's Coach Wallet.

The balance shown on the Coach's Coach Wallet is the full balance after all fees have been deducted. Amounts may be rounded up or down as described the "Rounding Off" section.

Videocoachme does not charge any fees for the Coach to register or create a listing for Coach Services on Videocoachme. To the extent any refunds are issued, commission fees will be based on the amount that is not refunded back to the Coaching client.

Circumvention of Service Fees

Coaches agree not to engage in any action or activity meant to circumvent the service fees. Prohibited practices include (but are not limited to) the following:

- Suggesting, soliciting, or accepting payment by other means outside the Videocoachme Payment Service.
- Failing to report accurate or final service prices on the Site, or a service price different than that agreed between Coaching client and Coach.

Withdrawal of Funds

When withdrawing Videocoachme Credits, there may be fees that are charged to a Coach by the third-party payment method or the Coach's bank. These fees are not under Videocoachme's control, and Videocoachme disclaims all liability in this regard. Whatever third-party payment method that is used by Coaches may be subject to additional terms and conditions imposed by the third-party payment provider. It is up to the Coach to review the terms and conditions before using a third-party payment method.

Withholding or Delaying Disbursement of Funds

If Videocoachme reasonably concludes, based on information available to Videocoachme, that a Coach's actions may have resulted or will result in a significant number of disputes, refunds or other claims from users who purchased their Teaching Services, Videocoachme reserves the right to delay or stop the disbursement of all funds accrued in a Coach's Coach Wallet. If Videocoachme concludes that a Coach has violated the Terms (including the Privacy Policy, Community Policy, and Coach Terms), Videocoachme can refuse to disburse the funds accrued in the Coach's Coach Wallet and debit such funds from the Coach Wallet.

Videocoachme's Rights Regarding Reimbursements

Videocoachme reserves the right to seek reimbursement from a Coach if Videocoachme, in its sole discretion, (a) provides a refund to a Coaching client if the Coach cannot promptly deliver the purchased Coach Services, or (b) discover erroneous or duplicate transactions. The Coach authorizes Videocoachme to obtain such reimbursement by deducting from future payments owed to the Coach, reversing any credits to the Coach's Account, debiting the Coach's bank account, or seeking such reimbursement from the Coach by any other lawful means.

Rounding Off

Videocoachme may, in its sole discretion, round up or round down amounts that are payable from or to Coaches or Coaching clients to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar); for example Videocoachme will round up an amount of \$101.50 to \$102.00, and \$101.49 to \$101.00.

9. Taxes

With the exception of Coaches in Hong Kong and the People's Republic of China, a Coach understands and agrees that they are solely responsible for determining their applicable Tax reporting requirements and obligations relating to applicable Taxes for their services. They are also solely responsible for remitting to the relevant authority any Taxes included or received. Videocoachme cannot and does not offer Tax-related advice to any Members.

Coaches in Hong Kong - Videocoachme will report the income of Coaches based in Hong Kong.

Coaches in the People's Republic of China (China) - Videocoachme will report the income of Coaches based in China.

10. Videocoachme Credits Policies

Videocoachme Credits are not Bank Deposits

You acknowledge that: (1) Videocoachme is not a bank and the Coaching client Wallet and Coach Wallet is a payment service rather than a banking service; and (2) Videocoachme is not acting as a trustee or fiduciary with respect to your funds, but is acting only as an agent and custodian. (3) VIDEOCOACHME IS NOT A BANK, AND AMOUNTS TRANSFERRED THROUGH OR STORED IN THE COACHING CLIENT WALLET OR COACH WALLET ARE NOT INSURED DEPOSITS.

Videocoachme Credits Expiration Policy

Videocoachme Credits in a member account will be valid for as long as the member remains active on Videocoachme. If the member has not logged into his/her account at least once in the previous year, the Videocoachme Credits will expire. For a member to keep their Videocoachme Credits active, they must login at least once every year to their Videocoachme account. Videocoachme Credits are then valid for another 1 year following the most recent login date.

Foreign Exchange Risk

The Coaching client Wallet and Coach Wallet Services operates in Videocoachme Credits which are tied to US Dollars. Videocoachme is not responsible for currency fluctuations that occur when billing or crediting a credit or debit card denominated in a currency other than USD, nor is Videocoachme responsible for currency fluctuations that occur when receiving or sending payment via third party payments when purchasing Videocoachme Credits or withdrawing an Videocoachme Credits balance.

Videocoachme Credits Limitations

Videocoachme Credits are valid only when purchased on Videocoachme or through authorized Videocoachme partners. Videocoachme Credits in the form of Videocoachme Gift Cards or Vouchers cannot be resold or redeemed for cash. Videocoachme Credits redeemed from Gift Cards or Vouchers purchased through unofficial sources or channels are subject to cancelation without notice.

11. Videocoachme's Rights Regarding User Accounts and Funds

Security and financial fraud

As a security measure, Videocoachme may impose transaction limits on some or all Coaching clients and Coaches relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. We will impose these limits before any services are rendered if we determine it is necessary for security reasons or the prevention of fraud.

Videocoachme reserves the right to void Videocoachme Credit purchases if purchases are found to be fraudulent. This includes Videocoachme Credits that have been redeemed from fraudulent Videocoachme Gift Card purchases.

Interest compensation

Videocoachme may earn interest or other compensation from the balances in bank accounts that result from the timing difference between the payment for Coach Services and the disbursement of the corresponding funds to Coaches. Coaches and Coaching clients are not entitled to any such interest or other compensation.

Reservation of Rights for Erroneous Transactions

Videocoachme reserves the right to seek reimbursement from any Coach or Coaching client. The Coach or Coaching client will reimburse Videocoachme if Videocoachme discovers erroneous or duplicate transactions for the amount of such transaction from such Coach or Coaching client. Videocoachme may obtain such reimbursement by deducting from future payments owed to such Coach, by reversing any credits to such Coach's bank account, or by seeking reimbursement from such Coach by any other lawful means.

Prohibition on Friendly Fraud

"Friendly Fraud" is when a person initiates a fraud dispute with a payment provider, claiming that their credit card (or other payment method) was not intended to be used. Because Videocoachme does not offer refunds, users that disagree with the policy have tried to use friendly fraud to receive a refund.

This type of behavior is illegal and prohibited by all payment providers. Videocoachme also strictly opposes friendly fraud. If friendly fraud is discovered, the Coaching client's account and wallet will be deactivated, purchased credits will be confiscated, and the user will be noted as a financial security risk.

In the case of honest mistakes, Videocoachme can reverse the transaction. We strongly advise Coaching clients to contact Videocoachme customer service (support@Videocoachme.com) to resolve any financial disputes.

12. User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Payment Services. In connection with your use of the Payment Services, you may not and you agree that you will not:

- Violate any local, state, provincial, national, or other law or regulation, or any order of a court;
- Use the Payment Services for any commercial or other purposes that are not expressly permitted by these Terms;
- Use the Payment Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, personal contact information or credit, debit, calling card or account numbers, or photographs of others without their permission;
- Register any Payment Method with your Videocoachme account that is not yours or you do not have authorization to use;
- Attempt to probe, scan, or test the vulnerability of any Videocoachme system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Videocoachme or any other third party (including another user) to protect the Payment Services;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Payment Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Payment Services;
- Advocate, encourage, or assist any third party in doing any of the foregoing.

Videocoachme has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and as set in these Payments Terms, Videocoachme may take a range of actions against you, including but not limited to limiting access to your Videocoachme Account and any associated Payment Services, for a violation of these Payments Terms.

13. Enforcement of Terms of Service

We may suspend or cancel your Member Account if we believe that you have violated or acted inconsistently with the letter or spirit of the Terms of Service, or violated our rights or those of another party. Without limiting Videocoachme's other remedies, we will suspend or terminate your Member Account and refuse to provide any Services to you if: (a) you breach any terms and conditions of the Terms of Service and the other written policies and procedures posted on the Site or Application; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause legal liability for you, our Users or for Videocoachme.

Once suspended or terminated, you may not continue to use the Videocoachme service under a different Account or re-register under a new Account. This includes usage of any associated Payment Services. In addition, violations of the Terms of Service may be prosecuted to the

fullest extent of the law and may result in additional penalties and sanctions. If a User or Member engages in actions or activities which circumvent the Site or Application or otherwise reduces service fees owed Videocoachme under the Terms of Service, that User or Member will be liable to Videocoachme for the service fees due, and may be subject to additional sanctions including, but not limited to, suspension or termination of Videocoachme membership. Videocoachme reserves the right to terminate any User or project for any reason, at its sole discretion and to refuse to provide registration and membership to you in the future. When your membership is canceled, you may no longer have access to data, messages, files and other material you keep on the Site or Application.

14. Disclaimers

IF YOU CHOOSE TO USE THE PAYMENT SERVICES, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT VIDEOCOACHME PROVIDES THE PAYMENT SERVICES “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, VIDEOCOACHME EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. VIDEOCOACHME MAKES NO WARRANTY THAT THE PAYMENT SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. VIDEOCOACHME MAKES NO WARRANTY REGARDING THE QUALITY OF THE PAYMENT SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM VIDEOCOACHME PAYMENTS OR THROUGH THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

NOTWITHSTANDING VIDEOCOACHME’S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF THE COACHES FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM COACHING CLIENTS ON BEHALF OF THE COACHES, VIDEOCOACHME EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY GUEST OR OTHER THIRD PARTY.

15. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF THE PAYMENT SERVICES REMAINS WITH YOU. IF YOU PERMIT OR AUTHORIZE ANOTHER PERSON TO USE YOUR VIDEOCOACHME ACCOUNT IN ANY WAY, YOU ARE RESPONSIBLE FOR THE ACTIONS TAKEN BY THAT PERSON. NEITHER VIDEOCOACHME NOR ANY OTHER PARTY INVOLVED IN PROVIDING PAYMENT SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE

PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE PAYMENT SERVICES, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PAYMENT SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VIDEOCOACHME PAYMENTS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE VIDEOCOACHME COACH GUARANTEE, IN NO EVENT WILL VIDEOCOACHME'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE PAYMENT SERVICES INCLUDING, BUT NOT LIMITED TO, FROM THE USE OF OR INABILITY TO USE PAYMENT SERVICES, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR TEACHING SERVICES VIA THE VIDEOCOACHME PLATFORM AS A COACHING CLIENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A COACH, THE AMOUNTS PAID BY VIDEOCOACHME TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VIDEOCOACHME AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

16. Indemnification

You agree to release, defend, indemnify, and hold Videocoachme and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Payment Services, or your violation of these Payments Terms; or (b) your accrual or use of any Videocoachme Credits.

17. Entire Agreement

Except as they may be supplemented by additional Videocoachme policies, guidelines, standards, or terms for a specific product, feature, service or offering, these Terms (and the terms below) constitute the entire and exclusive understanding and agreement between Videocoachme and you regarding the Site, Application, Services, Content, and any Teaching Services Requests made via the Site, Application and Services, and these Terms supersede and replace any and all

prior oral or written understandings or agreements between Videocoachme and you regarding bookings or listings of Accommodations, the Site, Application, Services, and Content.

- Our new [Terms of Service](#)
- Our new [Payment Terms of Service](#) (for users who use Videocoachme Credits)
- Our new [Coach Terms of Service](#) (for Coaches on Videocoachme)
- Our new [Privacy Policy](#) and [Copyright Policy](#)
- Our new [Community Policy](#)

18. Assignment

You may not assign or transfer these Payments Terms, by operation of law or otherwise, without Videocoachme's prior written consent. Any attempt by you to assign or transfer these Payments Terms, without such consent, will be null and of no effect. Videocoachme may assign or transfer these Payments Terms, at its sole discretion, without restriction. Subject to the foregoing, these Payments Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

19. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Payments Terms, will be in writing and given by Videocoachme (i) via email (in each case to the address that you provide) or (ii) by posting to the Videocoachme Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

20. Controlling Law and Jurisdiction

The Terms of Service are governed in all respects by the laws of Hong Kong without giving effect to any principle that may provide for the application of the law of another jurisdiction. You agree that any claim or dispute you may have against Videocoachme must be resolved by a court located in Hong Kong, or as described in the Arbitration Option paragraph below. You hereby submit to the personal jurisdiction of the courts located within Hong Kong for the purpose of litigating all such claims or disputes. Any cause of action you may have with respect to this Site or Application must be commenced within 30 days after it arises, or the cause of action is barred.

21. Dispute Resolution

If a dispute arises between you and Videocoachme, our goal is to resolve such dispute quickly and cost effectively. You agree to first contact us directly to seek dispute assistance by going to Customer Service. You and Videocoachme agree to resolve any claim or controversy at law or equity that arises between us out of this Agreement or the Videocoachme Services (a "**Claim**") with Dispute Resolution.

Arbitration Option

For any claim arising between you and Videocoachme (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than HKD 50,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. A party electing arbitration must initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner will be chosen by the party initiating the arbitration; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) if an arbitrator renders an award the party receiving the award may enter any judgment on the award in any court of competent jurisdiction.

Improperly Filed Claims

Should you file a claim contrary to this section entitled "**Disputes Resolution**," Videocoachme will be entitled to recover attorneys' fees and costs up to HKD 10,000, provided that Videocoachme has notified you in accordance with the Terms of Service of the improperly filed claim, and you have failed to promptly withdraw the claim.

22. General

The failure of Videocoachme to enforce any right or provision of these Payments Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Videocoachme. Except as expressly set forth in these Payments Terms, the exercise by either party of any of its remedies under these Payments Terms will be without prejudice to its other remedies under these Payments Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Payments Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Payments Terms will remain in full force and effect.

Contacting Customer Service

If you wish to report a violation of Site, Application or Service Policies, have any questions or need assistance, please contact Videocoachme Customer Service as follows:

Online Support: <http://support.Videocoachme.com>

Email: support@Videocoachme.com