



# Upskill your talent. Get a coach.

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## GoCoach Terms of Service

Last Updated: May 21, 2018 V2.0

Welcome to GoCoach! Own your career, get a coach! Go Coach is a platform that connects you with coaches to help you build your career.

Please read carefully these Terms of Use and other applicable terms and documents referenced herein (collectively, this "Agreement" or "Terms" or the "GoCoach Platform Agreement") before using the technology platform and online marketplace (collectively, the "GoCoach Platform") provided by GoCoach LLC ("GoCoach" or "we" or "us" or "our"), since this Agreement contains legally binding terms.

By accessing or using the GoCoach Platform, you hereby represent, warrant, and affirm that you're at least eighteen (18) years of age. By accessing or using the GoCoach Platform, you ("you" or "your") agree to be bound by this Agreement, to the exclusion of all other terms. If you do not agree with all of the terms and conditions of this Agreement, you are not authorized to use the GoCoach Platform.

We strive to improve the Services for you, so our Terms may change from time to time. We'll make sure to change the "Last Updated" date at the top of this page so you can tell if these Terms have changed since your last visit. In the event of a material change, We shall notify you via message or by means of a prominent notice on the Gocoach Platform. By continuing to use the GoCoach Platform following such modifications, you agree to be bound by such modifications. If you are not comfortable with the provisions of these Terms or with any changes that we make to these Terms, please do not use the GoCoach Platform.

### 1. The GoCoach Platform.

1.1 Description of Platform Services. The GoCoach Platform provides a self-service marketplace for you to find and connect with a wide variety of expert coaches ("Coaches") and interact directly on and off the GoCoach Platform ("Services"). The Coaches can help you achieve career goals, get promoted faster by improving your skills, prepare you to face tough challenges and adversity at work, among many other things.

1.2 No Agency or Endorsement. You expressly acknowledge and agree that Coaches are independent entities and not GoCoach's contractors, agents or employees. We do not make any representations or warranties of any kind with respect to any Coach, nor shall GoCoach be deemed to endorse any Coach. We are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any Coach, or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.



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We are not a party to any sessions with a Coach, and we are in no way responsible for the performance or non-performance of any Coach thereunder.

1.3 Email and Postings. The GoCoach Platform may provide users with the ability to send email messages to other users and non-users and to post messages. We are under no obligation to review any User Content, as defined below, (including any messages) posted on or sent through the GoCoach Platform by users and assume no responsibility or liability relating to any such User Content. GoCoach, in its sole discretion, may monitor, not post or remove any such User Content.

1.4 Consent to Receive Periodic Messages and Communications. As part of the GoCoach Platform, you may receive emails, SMS texts, push notifications and phone calls from us, as well as from Coaches that may provide Services directly to you. By signing up and providing your email and phone number, you agree to receive these communications from us, and as applicable, from Coaches. All notices from GoCoach intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide when you registered for the GoCoach Platform. You also acknowledge that these communications may be monitored and/or recorded for quality assurance purposes, and you expressly consent to being monitored or recorded. We promise to safeguard these communications and not share them with your employer or with any other third party except in limited instances clearly outlined in our Privacy Policy. To stop receiving phone calls or text messages, please email us at support@gocoachgo.com.

## 2. Access, Rights and Restrictions.

2.1 Registration. In order to use the GoCoach Platform, you will be required to register. You agree to provide accurate, current and complete information in connection with your registration and use of the GoCoach Platform ("Registration Data") and agree to maintain and promptly update your Registration Data as necessary to maintain its accuracy. You may not use someone else's name, a name that violates any third party right, or a name that is obscene or otherwise objectionable. GoCoach reserves the right to suspend or terminate access to and use of the GoCoach Platform, or any portion thereof, on the basis of inaccurate or incomplete Registration Data.

2.2 Access Grant. Subject to your compliance with this Agreement, we grant to you a non-exclusive, non-transferable, non-sublicenseable, right to access and make personal use of the GoCoach Platform. Except for the limited rights granted herein to access the GoCoach Platform, we reserve all right, title and interest in and to the GoCoach Platform, including all software, programming interfaces and other technology underlying the user interface and online services through which you interact with GoCoach and Coaches, and all content, updates, upgrades and improvements to the GoCoach Platform.

2.3 User Names and Passwords. You will safeguard your user name and password. You will notify us immediately if you learn of any unauthorized use of your user name and password or any other known or suspected breach of security.

2.4 Restrictions. You will not: (i) adapt, alter, modify, improve, translate or create derivative works of the GoCoach Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or obtain the source code to all or any portion of the GoCoach Platform; or (iii) provide any third party access to the GoCoach Platform. You may not access or use the GoCoach Platform for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes. You will not use the GoCoach Platform to upload, download, display, perform, transmit, or distribute any User Content (defined below) that is, nor will you engage in any activities that are, infringing, libelous, defamatory, erroneous, misleading, deceptive, offensive, hateful, obscene, pornographic, abusive, threatening, tortious, in violation of any privacy or intellectual property rights, or otherwise unlawful, or to transmit malicious code, viruses, time bombs, Trojan horses, or similar mechanisms, scripts, agents, bots or programs. GoCoach strictly prohibits any other use of any content available through the GoCoach Platform, including but not limited to: any downloading, copying or other use of the content or the GoCoach Platform for purposes competitive to GoCoach or for the benefit of another vendor or any third party.

2.5 Responsibility for User Content. You are solely responsible for any and all documents, messages, queries, and any other text, content, information or data (the "User Content"), which you submit, make available, or use with respect to the GoCoach Platform. You represent and warrant that all of your User Content is accurate and not misleading and is not in violation of any third party rights. Other than your User Content which constitutes Confidential Information (as defined below), your User Content is not confidential or privileged, and you waive rights of privacy or publicity in connection with your User Content. You may not upload to, distribute or otherwise publish through the GoCoach Platform any content that is confidential, proprietary, invasive of privacy or publicity rights, infringing on intellectual property rights, unlawful, harmful, threatening, false, fraudulent, libelous, defamatory, obscene, vulgar, profane, abusive, harassing, hateful, racially, ethnically or otherwise objectionable, including, but not limited to any content that encourages conduct that would constitute a criminal offense, violates the rights of any party or otherwise gives rise to civil liability or otherwise violates any applicable U.S. or foreign laws; may contain software viruses or malware; contains advertisements or solicitations of any kind, or other commercial content; is designed to impersonate others; contains personal information (such as messages that include phone numbers, Social Security numbers, payment card numbers, account numbers, addresses or employer references), except where we expressly ask you to provide such information; contains messages by non-spokesperson employees of GoCoach purporting to speak on behalf of GoCoach or containing confidential information or expressing opinions concerning GoCoach; contains messages that offer unauthorized downloads of any copyrighted, confidential or private information;

contains multiple messages placed within individual folders by the same user restating the same point; contains identical (or substantially similar) messages to multiple recipients advertising any product or service, expressing a political or other similar message, or any other type of unsolicited commercial message.

**2.6 Rights in Submissions.** With respect to any User Content you submit or make available through the GoCoach Platform (other than personal or Confidential Information), you grant to GoCoach a perpetual, irrevocable, non-terminable, worldwide, royalty-free, non-exclusive, sublicensable, right and license to use, copy, modify, create derivative works from, display and distribute, via any present or future medium, your User Content in order to provide the GoCoach Platform and Services pursuant to this Agreement. User Content (excluding any personal or Confidential Information) transmitted to certain parts of the GoCoach Platform, may be posted in public areas on the GoCoach Platform, including without limitation in a compilation format, and as such will be publicly visible and accessible.

**2.7 Use of Content.** You must evaluate, and will bear all risks associated with, the use of or reliance on content obtained through the GoCoach Platform. We will not pre-screen or actively review content or User Content, but we may refuse or delete any User Content of which we become aware that fails to fulfill the purpose of the GoCoach Platform, is in breach of this Agreement, is contrary to law, or is otherwise inappropriate in our discretion. Under no circumstances will we be liable in any way for any User Content, including, but not limited to, liability for any errors, inaccuracies, or omissions therein, or for any loss or damage of any kind incurred as a result of the use thereof. We will have no obligation or liability to you to maintain, store, or license any User Content.

**2.8 Feedback.** We may use any reports, comments, ratings, reviews and suggestions in any form regarding the GoCoach Platform and/or Coaches that you provide to us (collectively, the "Feedback"). You grant us a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate and use the Feedback in connection with any products and services.

**2.9 Other Applications.** The GoCoach Platform may (but we are not required to) enable your access to third party websites and applications ("Other Applications"). We do not control Other Applications. You are solely responsible for your use of the Other Applications, including compliance with all terms, rules and policies with respect to such Other Applications. Under no circumstances will we be liable in any way for Other Applications, including any inability or failure to enable access to Other Applications from the GoCoach Platform.

**2.10 Availability of Platform.** GoCoach reserves the right to modify the GoCoach Platform from time to time and makes no guarantees as to the continuous availability of the GoCoach Platform or of any specific feature(s) or functionality(ies) of the GoCoach Platform.

2.11 Termination. You may cancel your GoCoach membership at any time by contacting GoCoach support. GoCoach may terminate your membership and refuse any and all current or future use of the GoCoach Platform, or any portion thereof, (1) in order to comply with applicable Law, (2) if you provide any information that GoCoach determines, in its sole discretion, to be untrue, inaccurate, not current or incomplete (or if the information becomes untrue, inaccurate, not current or incomplete), (3) if GoCoach determines, in its sole discretion, that you are using your membership in a manner not permitted by these Terms, or (4) in other circumstances, as GoCoach deems appropriate in its sole discretion. Termination of your access or use will not waive or affect any other right or relief to which GoCoach may be entitled, at law or in equity.

### 3. Payment

3.1 The cost for Coaches and coaching sessions, will be the price agreed between you and your Coach on the GoCoach Platform (the "Fees").

3.2 GoCoach shall be entitled to a commission of the Fees payable by You to the Coach ("Commission"). You will not owe any other Fees other than what you've agreed to pay to your Coach. The Commission shall be derived from the Fees for each Project, plus any applicable tax.

3.3 You agree that you will use the third party payment processor provided by the GoCoach Platform for making all payments to Coaches hereunder, and all such payments shall be subject to the terms and conditions and privacy policy of the respective payment processor. GoCoach is not and will not be responsible or liable for such third party payment processor or any acts or omissions of such third party.

3.4 If you are not satisfied with your service at GoCoach, you may request a refund of your most recent payment within thirty (30) days from the date the specific service was provided. Claims submitted beyond this period will not be eligible for refund.

3.5 Any Coaching session missed, late cancelled, or changed without at least twenty-four (24) hour notice will result in a charge equal to 100% of the Fees .

3.6 Interest and finance charges will accrue on all late payments, and will be charged at the maximum rate allowable by law, or at 2% per month, whichever is less. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by GoCoach in collecting late or unpaid Fees due hereunder. Nothing mentioned herein will limit any additional rights and remedies available to GoCoach at law or in equity arising out of your failure to make payment.

3.7 You recognizes that GoCoach has proprietary relationships with its Coaches (the "Protected Parties"). You hereby agrees that you will not, directly or indirectly, contact, deal with or otherwise involve yourself with any Coaches introduced, directly or indirectly, by or through the GoCoach Platform, for the purpose of avoiding the

payment of the Commission to GoCoach or otherwise, without the prior written approval of GoCoach. You agree that your obligations in this Section are necessary and reasonable in order to protect GoCoach and its business. Accordingly, you agree that, in addition to any other remedies that may be available, GoCoach shall be entitled to seek injunctive relief against the threatened breach of this Section or the continuation of any such breach, without limiting any other rights and remedies to which the GoCoach may be entitled to at law or in equity.

#### 4. Confidential Information.

4.1 “Confidential Information” means any and all confidential or proprietary information regarding the disclosing party or its businesses which may include without limitation: (a) trade secrets; (b) ideas, samples, media, works of authorship, models, products and services (current, future, and proposed) experimental work, development, design details and specifications, financial information; and (c) all other information that the receiving party knew, or reasonably should have known, was the Confidential Information of the disclosing party. The coaching relationship, as well as all information (documented or verbal) that you share with your Coach as part of this relationship, is bound to confidentiality but is not considered a legally confidential relationship (like in medicine or law). In addition, certain information you provide to a Coach may not be kept confidential if the Coach, in the Coach’s professional opinion, believes there is a duty to disclose (i.e. illegal activity, pursuant to valid court order or subpoena; imminent or likely risk of danger to self or to others; etc). “Confidential Information” shall not include information: (a) that was independently developed by the receiving party in a manner not otherwise in violation or breach of this Agreement; (b) that was rightfully known to the receiving party prior to receipt from the disclosing party; or (c) becomes generally available to the public or known to the receiving party by any means, including from a third party, not involving breach of an obligation of confidentiality with respect to such information. For the avoidance of doubt, all of our APIs, documentation, code, software, technologies, processes, data, and all other non-public information regarding the GoCoach Platform is deemed to be Confidential Information of GoCoach.

4.2 Obligations. The receiving party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information of the disclosing party, except as approved in writing by the disclosing party, and will use the Confidential Information of the disclosing party for no purpose other than as contemplated herein. The receiving party (whether you or us) will protect the confidentiality of the disclosing party’s Confidential Information with the same degree of care, but no less than reasonable care, as used to protect receiving party’s own confidential information of a similar nature. Each party will limit the distribution and communication of such Confidential Information only to employees or agents of the receiving party or the receiving party’s affiliates with a need to know for the purposes contemplated by this Agreement. If receiving party is required pursuant to a legal proceeding or other legal or regulatory requirement to disclose any Confidential Information, reasonable prior notice will

be given to the disclosing party in order to contest or limit such disclosure. Each party agrees that the other party may suffer irreparable harm if a party fails to comply with its obligations set forth herein (including other obligations pertaining to intellectual property rights, and the parties agree that the non-breaching party will, in addition to any other remedies available at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof as well as seek specific performance, immediately and without the necessity of posting a bond.

## 5. Representations and Warranties.

5.1 By GoCoach. We represent and warrant that: (a) we have the right, power and authority to enter into and to perform pursuant to this Agreement; and (b) the services we provide hereunder will be performed in a professional and workmanlike manner in accordance with industry standards. In the event that GoCoach breaches this warranty, GoCoach will, to the extent possible, re-perform the services in a manner consistent with the warranty, with the understanding that re-performance is the sole and exclusive remedy for any breach.

5.2 By You. You represent and warrant that: (a) you have the right, power and authority to enter into and to perform pursuant to this Agreement, including granting to GoCoach any licenses hereunder for the purposes contemplated herein; (b) none of Your User Content, in GoCoach's sole discretion, (i) is defamatory, libelous or obscene, or contains pornography or is sexually explicit (ii) violates or infringes upon the rights of others, including the right of privacy or publicity of any person or any of your confidentiality obligations or other obligations under this Agreement, (iii) promotes illegal activities or communicates hate or discrimination based on race, sex, religion, nationality, sexual orientation or age, (iv) contains materials that promote or glorify violence, firearms or other weapons, (v) contains materials promoting gambling or sales or use of alcohol, tobacco or firearms (unless explicitly permitted in the Statement of Work), is misleading or deceptive, or (vi) violates any applicable laws, regulations or self-regulatory guidelines; and (c) you will comply with all applicable federal, state, and local laws and regulations in connection with your use of the GoCoach Platform.

5.3 Violations. You agree to inform GoCoach immediately if you discover any breaches of the obligations set forth above. With respect to copyright, our policy is to investigate any allegations of copyright or other infringement brought to our attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want us to delete, edit, or disable the material in question, you must provide us with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity that is to be removed or access to which is to be disabled, and information reasonably sufficient



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to permit us to locate the material; (d) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an email address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to our designated agent at:

Attn: DMCA AGENT  
EMAIL

## 6. Disclaimer of Warranties.

6.1 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE GOCOACH SERVICES AND GO-COACH PLATFORM (INCLUDING OUR CONTENT PROVIDED IN CONNECTION WITH THE GOCOACH PLATFORM) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OR CONDITION OF ANY KIND, AND TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SERVICES AND GOCOACH PLATFORM INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

6.2 YOU ACKNOWLEDGE THAT GOCOACH DOES NOT CONTROL THE USER CONTENT OF ANY USERS OF THE GOCOACH PLATFORM OR ANY OTHER THIRD PARTY CONTENT, INFORMATION OR MATERIALS INCLUDING ANY OTHER APPLICATIONS. AS SUCH, GOCOACH IS NOT RESPONSIBLE FOR THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF ANY GOCOACH CONTENT FOR ANY PURPOSE.

6.3 FURTHERMORE AND WITHOUT LIMITATION, GOCOACH DOES NOT WARRANT THAT: A) INFORMATION ON THE SERVICES IS CORRECT, ACCURATE, RELIABLE OR COMPLETE; B) THE FUNCTIONS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR C) THE USE OF GO-COACH'S SERVICES WILL RESULT IN ANY PARTICULAR RESULTS.

6.4 You acknowledge that any advice, information, suggestions, recommendations or guidance provided by our Coaches is not prescriptive or binding and that you are solely responsible for your interpretations of any such advice or information, for the results of any actions or omissions that you may choose to take as a result of using the Services or GoCoach Platform, and for any loss, damage or other liability that may arise in connection with your use of the Services or GoCoach Platform. You understand coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease. You understand that coaching is not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals and will

seek independent professional guidance for such matters. We want to try to help if there are issues, so if you and your Coach are unable to resolve a dispute, GoCoach may use commercially reasonable efforts to mediate and arrive at a mutually agreed upon resolution. You agree that GoCoach has made no agreements, representations or warranties other than those expressly set forth herein, and that no future agreement, representation or warranty with regard to Services provided under this Agreement shall be effective unless expressly stated in a written amendment to this Agreement signed by both you and GoCoach.

7. Privacy. GoCoach's privacy practices are governed by GoCoach's privacy policy, the most updated copy of which can be found at [www.GoCoachGo.com/privacy](http://www.GoCoachGo.com/privacy) ("Privacy Policy"). The Privacy Policy does not cover the information practices exercised by any third parties that GoCoach does not own or control.

## 8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL GOCOACH BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR DAMAGES ARISING FROM WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD, GOCOACH'S AGGREGATE LIABILITY TO YOU WILL NOT EXCEED THE FEES PAID BY YOU TO GOCOACH FOR THE TWELVE MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THESE LIMITATIONS OF LIABILITY, WE WOULD NOT PROVIDE THE GOCOACH PLATFORM OR RELATED SERVICES TO YOU.

8.2 Disputes. If you have a dispute with a Coach, you agree that GoCoach is under no obligation to become involved and you hereby release GoCoach, its affiliates and representatives from claims, demands and damages (actual, direct and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, foreseeable and unforeseeable, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

## 9. Indemnification.

9.1 Indemnification Obligations. You agree to defend, indemnify and hold harmless GoCoach, and its respective employees, agents, officers, directors, affiliates and representatives from damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") resulting from any and all third party claims, judgments

or proceedings (collectively, "Claims") arising directly or indirectly out of: (a) your use of the GoCoach Platform or Services including any acts or omissions taken in reliance on the Services; (b) your breach of this Agreement; or, (c) any infringement of rights or violation of law therefrom.

9.2 GoCoach agrees to defend, indemnify and hold you harmless from Losses resulting from any and all third party Claims arising out of: (a) GoCoach's breach of this Agreement; or, (b) any infringement of rights or violation of law therefrom.

9.3 Process. The party seeking indemnification (the "Indemnified Party"), will give to the other party (the "Indemnifying Party") prompt written notice and control of the defense and settlement of, and reasonable assistance and information regarding, the claim. The Indemnified Party's failure to do so will not relieve the Indemnifying Party of its obligations under this section except to the extent the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party may participate in (but not control) the defense and/or settlement of any such claim at its own expense but may not settle or compromise the claim without the Indemnifying Party's written consent. The Indemnifying Party will not settle or compromise any such action in a manner that does not include a release of the Indemnified Party from all liability with respect to the claim. This Section states GoCoach's entire liability, and your exclusive remedy, for any and all third party infringement claims with respect to the GoCoach Platform and GoCoach services.

## 10. Termination

10.1 Term. This Agreement shall commence on the day you first access the GoCoach Platform and shall continue in full force and effect for so long as you use the GoCoach Platform or until terminated by either party in accordance with this Agreement. GoCoach may terminate this Agreement for its convenience at any time upon notice.

10.2 Termination for Cause. Either party may terminate this Agreement for cause: (a) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period or (b) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors.

10.3 Suspension. We may immediately suspend or terminate your access to all or any portion of the GoCoach Platform if we become aware or reasonably suspect that: (a) your use of the GoCoach Platform violates applicable local, state, federal, or foreign laws or regulations or any terms of this Agreement, or (b) your continued use of the GoCoach Platform will disrupt use of the GoCoach Platform by others, poses a security risk to the GoCoach Platform, may harm GoCoach or its systems, may subject GoCoach or any third party to liability or if we believe in our reasonable discretion that your use of the GoCoach Platform is unsuitable in any way. GoCoach may provide you with notice of any such suspension and

an opportunity to remedy the issue unless we in good faith believe doing so will result in imminent harm.

10.4 Survival. Provisions of this Agreement that by their nature or terms are intended to survive expiration or termination, will survive including without limitation those relating to payment obligations, indemnity, confidentiality and limitations of liability.

## 11. GENERAL PROVISIONS

11.1 Force Majeure. Except for obligations to pay fees hereunder, no delay, failure or omission by either party to carry out or observe any of its obligations hereunder will give rise to any claim against such party or be deemed to be a breach of this Agreement if and for as long as such failure or omission arises from any cause beyond the reasonable control of that party.

11.2 Trademarks. Neither party grants to the other party any right, title or license to use its name, logo or trademarks pursuant to this Agreement.

11.3 Governing Law; Limitation of Claims. This Agreement will be governed by and construed in accordance with the laws of the State of New York. The Uniform Computer Information Transactions Act will not apply and will not be invoked in any judicial or arbitral proceeding concerning this Agreement. You agree that regardless of any statute or law to the contrary, any claim or cause of action against GoCoach arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose, or be forever barred.

11.4 Dispute Resolution. Any disputes arising out of or related to this Agreement will be referred to and finally settled by binding arbitration in New York County, NY, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of arbitration except as inconsistent with this section. All awards may if necessary be enforced by any court having jurisdiction. The existence of any dispute, the existence or details of the arbitration proceeding, and all related documents, materials, evidence, judgments and awards therein, must be kept confidential. Except as required by law, no party will make any public announcements with respect to the proceeding or the award, except as required to enforce same. The parties hereby waive the right to a trial by jury and agree to only bring claims in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Notwithstanding the foregoing, nothing in this section will preclude the right and ability for you or us to file and maintain at any time an action for recovery of injunctive or provisional relief in any court of competent jurisdiction under applicable law.

11.5 Assignment. Neither party may assign, delegate or transfer this Agreement or the party's rights or obligations under this Agreement, without the other party's prior written consent, provided that no such consent is required in the event of



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assignment or transfer to GoCoach's affiliate or the transfer of the majority of our stock or all or substantially all of our assets relating to this Agreement, by merger, acquisition or otherwise. Any purported assignment or transfer in violation of this paragraph will be void. This Agreement is binding on, and is for the benefit of, the parties and their respective and permitted successors and assigns.

**11.6 Entire Agreement, Waiver, Relationship.** This Agreement is the entire agreement between GoCoach and you regarding your use of the GoCoach Platform and supersedes any prior agreements or understandings. If any provision of this Agreement is held to be invalid, the provision will be construed to the extent enforceable, and the other provisions of this Agreement remain in full force and effect. No waiver of any provision of this Agreement will be deemed a continuing waiver of such provision or any other provision, and our failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision. Nothing in this Agreement will be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between us and any User or other person or entity, nor does this Agreement extend rights to any third party except as explicitly stated herein.

**11.7 Notice.** Any notice required hereunder shall be in writing, and will be deemed to have been duly given upon (i) within three (3) days if mailed by first-class, registered or certified U.S. mail, postage prepaid, return receipt requested, (ii) upon the date of delivery if sent via overnight delivery service, or (iii) upon the date of confirmed receipt, as confirmed or acknowledged by recipient, of the email or facsimile if sent via email or facsimile. Notwithstanding anything to the contrary herein, you accept all notices hereunder as provided in section 1.4 of these Terms.

**11.8 Severability.** If any provision of these Terms is deemed unenforceable, the enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the parties' original intentions as nearly as possible in accordance with applicable laws.

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