

User Agreement

1. COACHCUBE ACCOUNTS

1.1 REGISTRATION

You must register for an account to have full access to our Services, and your registration is subject to our approval.

You must register for an account with us (“**Account**”) to access and use certain portions of our Services. Registered users of our Services are “**Users**”, and unregistered users are “**Site Visitors**”.

Your Account registration is subject to approval by Coachcube. We reserve the right to decline a registration either to join Coachcube or to add an Account of any type, for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.

1.2 ACCOUNT ELIGIBILITY

Coachcube offers the Services for mentors to provide career and higher education advice to others only. By registering for an Account or by using our Services, you represent that you: (a) a professional or academic looking to provide career and higher education advice to others; (b) will use our Services for the purposes they are intended only; (c) will comply with any licensing, registration, or other requirements with respect to your current place of employment (d) are either a legal entity or an individual who is at least 18 years old (or the age of majority in your country if the age of majority is over 18), and that you can form legally binding contracts, e) an individual looking to receive career or higher education advice from others

1.3 ACCOUNT PROFILE

To register for an Account to use our Services, you must complete a User profile (“**Profile**”), which you consent to be shown to other Users and, unless you change your settings, to be shown to the public. You agree to provide accurate and complete information on your Profile—and on all registration and other forms you access while using our Services or provide to us—and you agree to keep that information current. You agree not to provide any false or misleading information about your identity or location, your business, the beneficial owner(s) of your business, your skills, or the services your business provides, and you agree to correct any information that is or becomes false or misleading. We reserve the right to suspend or terminate the Account, or access to our Services, of anyone who provides false, inaccurate, or incomplete information in creating, marketing, or maintaining a Profile or an Account.

1.4 ACCOUNT TYPES

We offer two different Account Types. You agree not to register for or maintain more than one Account and Profile without express written permission from us.

If you create an Account as an employee or agent on behalf of a company, you represent and warrant that you are authorized to enter into binding contracts, including the Terms of Service, on behalf of yourself and the company. More than one person can create an Account as an employee or agent on behalf of the same company.

1.4.1 MENTOR ACCOUNT

You can register for an Account to use the Services as a Mentor (a “**Mentor Account**”). Use this account if your primary objective is to charge other users to provide career and higher education advice via online video on the Coachcube website

1.4.2 MENTEE ACCOUNT

Mentee: You can register for an Account to use the Services as a Mentee (a “**Mentee Account**”). Use this account type if your primary objective is to search for mentors whom you wish to pay to receive career and or higher education advice from

1.5 ACCOUNT PERMISSIONS

You may not provide other Users permissions to act on your Account

1.6 IDENTITY AND LOCATION VERIFICATION

When you register for an Account and periodically thereafter, your Account will be subject to verification, including but not limited to validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity, your location, and your ability to act on behalf of your business on Coachcube. You authorize Coachcube, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your employment history, email address or financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about yourself and your employment and education history, which includes providing official government or legal documents, and cooperating with other reasonable requests we make to verify your

identity. During verification some Account features may be temporarily limited but will be restored if verification is successfully completed.

1.7 USERNAMES AND PASSWORDS

Each person who uses our Services must register for their own Account with a username and password. You are responsible for safeguarding and maintaining the confidentiality of your username and password, and agree not to share your username or password with anyone. You are responsible for safeguarding your username and password and for any use of our Services with your username and password. You agree to notify us immediately if you suspect or become aware of any unauthorised use of your Account or any unauthorized access to your password. You further agree not to use the Account or log in with the username and password of another User.

2. PURPOSE OF COACHCUBE

The Coachcube Site is a work marketplace where Mentors and Mentees can identify each other and advertise, buy, and sell Mentor Services online – limited to career and higher education advice.

2.1 RELATIONSHIP WITH COACHCUBE

Coachcube offers a platform that enables Users to find one another, enter into service relationships and agreements, receive and provide Mentor Services, and make and receive payments through Stripe. Coachcube neither performs nor employs individuals to perform Mentor Services. You acknowledge and agree that Coachcube does not supervise, direct, control, or monitor Users in the performance of any contractual obligations they may have under a Service Contract or Direct Contract and agree that: (a) Coachcube is not responsible for ensuring the accuracy or legality of any User Content, for which Users are solely responsible; (b) Coachcube is not responsible for the offering, performance, or procurement of Mentor Services, (c) Coachcube does not make any representations about or guarantee any particular User's offered services, and (d) nothing will create an employment, agency, or joint venture relationship between Coachcube and any User offering services. While Coachcube may provide certain badges on Mentee or Mentor profiles, such badges are not guarantees, including of quality or ability or willingness of the badged Mentor to complete a Mentor Session (Mentor session is defined as a between a Mentor and Mentor or two Mentors where one party provides career and / or higher education advice to the other in exchange for payment).

You further acknowledge and agree that Users, and not Coachcube, are solely responsible for (a) evaluating and determining the suitability of any Mentor; (b) assessing whether to purchase mentoring services from a Mentor. All Service and Direct Contracts between Users are directly between the Users and Coachcube is not a party to those contracts.

2.2 TAXES AND BENEFITS

Mentor acknowledges and agrees that Mentor is solely responsible for: (a) all tax liability associated with payments received from Mentee's Mentors and through Coachcube, and that Coachcube will not withhold any taxes from payments to Mentor unless required to under applicable law; (b) obtaining any liability, health, workers' compensation, disability, unemployment, or other insurance needed or required by law, and that Mentor is not covered by or eligible for any insurance from Coachcube; (c) determining and fulfilling Mentee's obligations under applicable laws and regulations with respect to invoicing and reporting, collecting, or remitting any applicable taxes or charges; and (d) if outside of the United Kingdom, determining if Coachcube is required by applicable law to withhold any amount of the Mentor Fees and notifying Coachcube of any such requirement and indemnifying Coachcube for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest). In the event of an audit of Coachcube, Mentor agrees to promptly cooperate with Coachcube and provide copies of Mentor's tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing Mentor is engaging in an independent business as represented to Coachcube.

2.3 MARKETPLACE FEEDBACK AND USER CONTENT

You acknowledge and agree that Users publish and request Coachcube to publish on their behalf information on the Site such as feedback, composite feedback, or geographical location. Such information is based on data that Mentees or Mentors voluntarily submit to Coachcube and does not constitute an introduction, endorsement, or recommendation by Coachcube. You agree that Coachcube is not responsible for verifying such information and provides it solely for the convenience of Users, but providing false or misleading information violates this Agreement and may result in revocation of your access to use the Site Services.

You acknowledge and agree that User feedback benefits the marketplace and its Users, and you specifically request and agree that Coachcube may make available to other Users individual and composite feedback about Users, including you. You acknowledge and agree that any feedback results for you on the Site or otherwise ("**Composite Information**"), may include User comments, User ratings, indicators of User satisfaction, and other feedback left by other Users. Coachcube is not responsible for monitoring, influencing, contributing to or censoring these opinions. You agree to notify Coachcube of any error or inaccurate statement in your feedback results, including the Composite Information, and you agree that Coachcube may rely on the accuracy of such information if you do not. Coachcube provides its feedback system as a means for Users to share their working experiences with and opinions of other. You agree not to use the Composite Information to make any employment, credit, credit valuation, underwriting, or other similar decision about any other User.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Coachcube generally does not review or monitor User Content. You agree that we are not responsible for User Content. We cannot always prevent the misuse of our Services, and you agree that we are not responsible for any such misuse. Coachcube reserves the right (but is under no obligation) to remove posted feedback or information that Coachcube determines violates the Terms of Service or negatively affects our marketplace, diminishes the integrity of the feedback system or otherwise is inconsistent with the business interests of Coachcube.

3. CONTRACTUAL RELATIONSHIP BETWEEN MENTOR AND MENTEE

This section discusses the relationships you may decide to enter into with another User, including contracts to buy or sell Mentor Services with another User

3.1 MENTOR SESSIONS

As provided in Section 2.1 above, if a Mentor and a Mentee decide to enter into a Mentor session, this is a relationship directly between the Mentor and the Mentee; Coachcube is not responsible for and is not a party to any relationship, agreement or contract and under no circumstances will any such contract or agreement create an employment or any service relationship between Coachcube and any User.

With respect to any Service Contract, Mentors and Mentees may enter into any agreements that they deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.), provided that those agreements do not conflict with, narrow, or expand Coachcube's rights and obligations under the Terms of Service.

3.2 DISPUTES AMONG USERS

For disputes arising between Mentors and Mentees, you may pursue your dispute independently, but you acknowledge and agree that Coachcube will not and is not obligated to provide any dispute resolution assistance.

If Mentee or Mentor seeks an order from an arbitrator or court that might direct Coachcube, or our Affiliates to take or refrain from taking any action with respect to payments that party will (a) give us at least ten (10) business days' prior notice of the hearing on the order; (b) include in any such order a provision that, as a precondition to any obligation affecting Coachcube or our Affiliates, we be paid in full for any amounts to which we would otherwise be entitled; and (c) include in any such order a provision that, as a precondition to any obligation affecting Coachcube or our Affiliates, Coachcube be paid for the reasonable value of the services the order obligates us to undertake.

3.3 CONFIDENTIAL INFORMATION

Users may agree to any terms they deem appropriate with respect to confidentiality. If Users do not agree to their own confidentiality terms, this Section 3.3 (Confidential Information) applies.

To the extent a User provides Confidential Information to another User, the recipient will take reasonable steps to keep that information confidential. On a User's written request, the party that received Confidential Information will promptly destroy or return the disclosing party's Confidential Information and any copies of it contained in or on its premises, systems, or any other equipment otherwise under its control. Users specifically agree that this Section 3.3 applies to information exchanged for purposes relating to evaluating whether to continue having mentoring sessions with a User

4. WORKER CLASSIFICATION AND COACHCUBE PAYROLL

Mentors are not employed, represented or endorsed by Coachcube and Coachcube is not responsible for the Mentor's service or work product

5. COACHCUBE FEES

5.1 FEES FOR MENTORS

Service Fees. Mentors agree to pay Coachcube a service fee for the use of the Services (including marketing, reporting, payment, and dispute resolution services), (the "**Service Fees**"). Mentee is responsible for paying all Service Fees. When a Mentee pays a Mentor for a Mentoring Session, Coachcube will hold these funds in escrow until such time as the Mentoring Session has been completed and both parties have indicated that the session was successful, once this has been confirmed by both parties Coachcube will credit the Mentor's account with the Mentor Session fee paid by the Mentee less the 10% Coachcube fee within 72 hours. Mentee hereby irrevocably authorizes and instructs Coachcube to deduct the Service Fee of 10% from the Mentee Escrow Account and pay Coachcube on Mentee's behalf. If Mentee chooses to withdraw funds in a currency other than Great British Pound, Coachcube Escrow (or an affiliate) will impose a foreign currency conversion charge, and the rate may differ from rates that are in effect on the date of the payment. You may be able to obtain a better rate from your bank or financial institution.

Membership Fees and Connects. Mentees may subscribe to different levels of participation and privileges on the Site to access additional features and Site Services such as Mentor newsletters, by payment of subscription membership fees

5.2 MENTOR FEES

Mentors pay Coachcube a Marketplace Fee of 10% for accessing the Services, and for administration and facilitation of payments related to the Mentor Session. This fee can be changed at any time

5.3 VAT AND OTHER TAXES

Coachcube Fees are exclusive of taxes. Coachcube does not collect taxes it is not required to collect, but Coachcube may be required by applicable law to collect certain taxes or levies, including income tax or VAT (which some jurisdictions refer to as GST or local sales taxes). These collection requirements and rates may change based on changes to the law in your area. Any amounts Coachcube is required to collect or withhold for the payment of any such taxes shall be collected in addition to the fees owed to Coachcube under the Terms of Service.

5.4 NO FEE FOR INTRODUCING

Coachcube does not introduce Mentors to Mentees. Coachcube offers a platform that enables Mentees to introduce themselves and may from time-to-time highlight Mentors that may be of interest. Therefore, Coachcube does not charge a fee when a Mentee finds a suitable Mentor to purchase a Mentor Session from. In addition, Coachcube does not charge any fee or dues for posting or viewing feedback, including Composite Information.

6. PAYMENT TERMS AND ESCROW SERVICES

6.1 ESCROW SERVICES

Coachcube withholds payment made by Mentee from Mentor until both parties have indicated the scheduled session has taken place.

6.1.1 ESCROW INSTRUCTIONS

Coachcube Escrow will use and release funds deposited in an Escrow Account (by “Coachcube Escrow” or “Escrow” we mean monies held by Coachcube on Stripe until such time as Coachcube transfers the monies to the Mentor less the Coachcube fee for Mentor Sessions – or refunds the monies to the Mentee if the Mentor Session did not take place. All other payments are not made in escrow and are paid directly to the Mentor less Coachcube commission). Coachcube Escrow is only obligated to perform those duties expressly described in this Agreement.

Fixed-Price Sessions. All Mentor Sessions, Subscriptions and Education Material prices are a fixed price that the Mentee is required to pay before receiving the product or service. In the case of Subscriptions the stated amount is deducted from the Mentee’s payment method on a monthly basis indefinitely until the Mentee decides to cancel the subscription

6.1.2 ESCROW ACCOUNTS

Coachcube Escrow will use and release funds deposited in an Escrow Account only in accordance with this Agreement and applicable law.

6.1.3 NO INTEREST

You agree that you will not receive interest or other earnings on the funds held in your Escrow Account. Coachcube, Coachcube Escrow, or our Affiliates may charge or deduct fees, may receive a reduction in fees or expenses charged, and may receive other compensation in connection with the services we provide as provided in Section 5

6.1.4 REFUNDS

All payments made by users (Mentors or Mentees) for Education Materials, Mentor Subscriptions and Mentor Sessions are non-refundable. Coachcube makes no guarantee of the quality of any of the products or services offered by mentors on the platform and is under no obligation to provide refunds under any circumstances.

6.2 DISBURSEMENTS TO MENTORS FOR MENTOR SESSIONS

Coachcube Escrow disburses funds that are available in the applicable Escrow Account and payable to a Mentor. Coachcube will automatically disburse funds provided for Mentor Sessions no later than five (5) working days after the Mentor Session has been completed with both parties present.

6.3 PAYMENT METHODS

In order to use certain Site Services, Mentor must provide account information for at least one valid Payment Method and upload this to a Stripe account they create.

Mentee (or Mentor purchasing services on the Coachcube platform such as a Mentor Session, Education Materials and Mentor Subscriptions) hereby authorizes Coachcube and its affiliates, as applicable, to run credit card authorizations on all credit cards provided by Mentee or Mentor, to store credit card and banking or other financial details as Mentor's / Mentee's (hereby defined as "User") method of payment consistent with our [Privacy Policy](#), and to charge Mentor's / Mentee's credit card (or any other Payment Method) for the Mentor's Fees and any other amounts owed under the Terms of Service. To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third-party vendors and service providers to process payments and manage your Payment Method information. By providing Payment Method information through the Site or by authorizing payments with the Payment Method, User represents that: (a) User is legally authorized to provide such information; (b) User is legally authorized to make payments using the Payment Method(s); (c) if User is an employee or agent of a company or person that owns the Payment Method, that Mentor is authorized by the company or person to use the Payment Method to make payments on Coachcube; and (d) such actions do not violate the terms and conditions applicable to Mentor's use of such Payment Method(s) or applicable law.

When User authorizes a payment using a Payment Method via the Site, User represents that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under this Agreement or the other Terms of Service cannot be collected from User's Payment Method(s), User is solely responsible for paying such amounts by other means.

Coachcube is not liable to any User if Coachcube does not complete a transaction as a result of any limit by applicable law or your financial institution, or if a financial institution fails to honour any credit or debit to or from an account associated with such Payment Method. Coachcube will make commercially reasonable efforts to work with any such affected Users to resolve such transactions in a manner consistent with this Agreement and any applicable Escrow Instructions.

7. NON-CIRCUMVENTION

You agree to communicate through the Site and make and receive payments only through the Site for two years from the date you first identify or meet your Mentor or Mentee on the Site, unless you pay a Conversion Fee. Violations of this Section constitute a serious breach and may result in permanent suspension of your Account

7.1 MAKING PAYMENTS THROUGH COACHCUBE

You agree to exclusively use Coachcube to make payments for work that arises out of a relationship you made through Coachcube for two years from the date you first established the relationship.

You acknowledge and agree that a substantial portion of the compensation Coachcube receives for making the Site available to you is collected through the Service Fee described in Section 5.1 and that in exchange a substantial value to you is the relationships you make with other Users identified through the Services (the "**Coachcube Relationship**"). Coachcube only receives the Service Fee when a Mentor and a Mentee pay and receive payment through the Site. Therefore for 24 months from the start of a Coachcube Relationship (the "**Non-Circumvention Period**"), you agree to use the Site as your exclusive method to request, make, and receive all payments for Mentor Sessions, Education Materials and Mentor Subscriptions directly or indirectly with that person or arising from that relationship and not to circumvent the Payment Methods offered on the Site unless you pay a fee to take the relationship off of the Site (the "**Conversion Fee**"). If you use the Site as an employee, agent, or representative of another business, then the Non-Circumvention Period applies to you and other employees, agents, or representatives of the business or its successor when acting in that capacity with respect to the other User. If you, or the business you represent, did not identify and were not identified by another person through the Site, such as if you and another User worked together before meeting on the Site, then the Non-Circumvention Period does not apply. By way of example only, you agree that during the Non-Circumvention period you will not:

- Offer or solicit or accept any offer or solicitation from parties identified through the Site to contract, hire, invoice, pay, or receive payment in any manner other than through the Site.
- Refer a User you identified on the Site to a third party who is not a User of the Site for purposes of making or receiving payments other than through the Site.

You agree to notify Coachcube immediately if a person suggests making or receiving payments other than through the Site in violation of this Section 7 or if you receive unsolicited contact outside of the Site. If you are aware of a breach or potential breach of this non-circumvention agreement, please submit a confidential report to Coachcube at this email address:

hello@coachcube.com

You acknowledge and agree that a violation of this Section 7.1 is a material breach of the Terms of Service, and may result in your Account being permanently suspended and charged the Conversion Fee (defined above). This Section still applies if you choose to cease using the Site, and you must pay the Conversion Fee for each other User you wish to continue working with after you cease using the Site.

7.2 COMMUNICATING THROUGH THE SITE; NOT SHARING CONTACT DETAILS

Prior to undertaking a Mentor Session, you agree to communicate with other Users exclusively through Coachcube. For Users subject to this Section 7.2, Users agree to use the communication services available on the Site to communicate with other Users prior to initiating a Mentor Session, selling Education Materials, or selling subscriptions. You agree that prior to entering trading on the Coachcube platform you (a) will use Coachcube as the sole manner to communicate with

other Users; (b) will not provide your Means of Direct Contact (defined below) to any other User or another person that you identified or were identified by through the Site; (c) will not use Means of Direct Contact of another user to attempt to or to communicate with, solicit, contact, or find the contact information of a User outside of Coachcube; (d) will not ask for, provide, or attempt to identify through public means the contact information of another User; and (e) will not include any Means of Direct Contact or means by which your contact information could be discovered in any profile, proposal, job posting, invitation, or pre-hire communication through the Site's communications services (including in each case in any attached file), except as otherwise provided on the Site.

For purposes of the Terms of Service, "**Means of Direct Contact**" means any information that would allow another person to contact you directly, including, without limitation, phone number, email address, physical address, a link to a contact form or form requesting contact information, any link to an applicant management system or means to submit a proposal or application outside of the Site, or any information that would enable a user to contact you on social media or other website or platform or application that includes a communications tool, such as Skype, Slack, Wechat, or Facebook. Information is a Means of Direct Contact if it would enable another user to identify any of the information above through other sources, such as going to a website that included an email address or identifying you through social media.

You acknowledge and agree that a violation of this Section 7.2 is a material breach of the Terms of Service and your Account may be permanently suspended for such violations.

7.3 OPTING OUT

You may opt out of the non-circumvention agreement if you pay a fee.

You may opt out of the obligations in Section 7.1 with respect to each Coachcube Relationship only if the Mentor or Mentee pays Coachcube a Conversion Fee which is a minimum of £1,000 GBP and up to £50,000 USD for each Coachcube Relationship, unless Mentor and Mentee have had an Coachcube Relationship for at least two (2) years.

You understand and agree that if Coachcube determines that you have violated Section 7, it may (a) charge your Payment Method the Conversion Fee (including interest) if permitted by law or send you an invoice for the Conversion Fee (including interest), which you agree to pay within 30 days, (b) close your Account and revoke your authorization to use the Services, and (c) charge you for all losses and costs (including any and all time of Coachcube's internal workforce) and reasonable expenses (including attorneys' fees) related to investigating such breach and collecting such fees.

You agree that the Conversion Fee is 13.5% of the estimated earnings over a twelve (12) month period, which is calculated by taking the your Mentor Session rate, scaling this to create an hourly rate and multiplying it by 2,080. The Conversion Fee includes all applicable taxes and is not subject to the Marketplace Fee. If Mentor and Mentee have had an Coachcube Relationship for at least two (2) years, the Conversion Fee is a nominal £1 GBP for administrative purposes. The Conversion Fee is not refundable. Coachcube will apply a discount on the Conversion Fee that is equal to the total amount of Marketplace Fees that Mentor has paid to Coachcube in the preceding twelve (12) months on each marketplace Contract between the Mentor and the Mentee. In no event shall the Conversion Fee be discounted below the minimum of £1,000 GBP.

8. RECORDS OF COMPLIANCE

You agree to make and keep all required records.

You are solely responsible for creation, storage, and backup of your business records. You agree that Coachcube has no obligation to store, maintain or provide you a copy of any content or information that you provide, except to the extent required by applicable law.

9. WARRANTY DISCLAIMER

We are not responsible for the quality, safety, or reliability of our Services.

Coachcube and its affiliates make no representation or warranty about the services, including that the services will be uninterrupted or error-free, and provide the Services (including content and information) on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, Coachcube and its affiliates disclaim any implied or statutory warranty, including any implied warranty of title, accuracy of data, non-infringement, merchantability or fitness for a particular purpose.

10. LIMITATION OF LIABILITY

Any liability we may have to you is limited.

Coachcube is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to: (i) your use of or your inability to use our Site or Site Services; (ii) delays or disruptions in our Site or Site Services; (iii) viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services; (iv) glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services; (v) damage to your hardware device from the use of the Site or Site Services; (vi) the content, actions, or inactions of third parties' use of the Site or Site Services; (vii) a suspension or other action taken with respect to your Account; (viii) your reliance on the quality, accuracy, or reliability of job postings, Profiles, ratings, recommendations, and feedback (including their content, order, and display), Composite Information, or metrics found on, used on, or made available through the Site; and (ix) your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to the Terms of Service.

Additionally, in no event will Coachcube, our affiliates, our licensors, or our third-party service providers be liable for any special, consequential, incidental, punitive, exemplary, or indirect costs or damages, including, but not limited to, litigation costs, installation and removal costs, or loss of data, production, profit, or business opportunities. The liability of Coachcube, our affiliates, our licensors, and our third-party service providers to any User for any claim arising out of or in connection with this Agreement or the other Terms of Service will not exceed the lesser of: (a) £1,000 or (b) any fees retained by Coachcube with respect to contracts on which User was involved as Mentor or Mentee during the six-month period preceding the date of the claim.

These limitations will apply to any liability, arising from any cause of action whatsoever arising out of or in connection with this Agreement or the other Terms of Service, whether in contract, tort (including negligence), strict liability, or otherwise, even if Coachcube has been advised of the possibility of such costs or damages and even if the limited remedies provided herein fail of their essential purpose.

11. RELEASE

You agree not to hold us responsible for any dispute you may have with another User.

In recognition of the fact that Coachcube is not a party to any contract between Users, you hereby release Coachcube, our other Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees and service providers from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity that exist as of the time you enter into this Agreement. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the Mentor Services provided to Mentees or other Mentors by and requests for refunds based upon disputes.

12. INDEMNIFICATION

If you do something using our Services that gets us sued or fined, you agree to cover our costs or losses as described below. You will indemnify, defend, and hold harmless Coachcube, our other Affiliates, and our respective directors, officers, employees, representatives, and agents (each an “**Indemnified Party**”) for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of: (a) your or your agents’ use of the Services, including any payment obligations or default (described in Section 6 (Non-Payment or Default)) incurred through use of the Services; (b) any Work Product or User Content related to your use of the Services; (c) any Contract entered into by you or your agents, including, but not limited to, the classification of a Mentor as an independent contractor, any employment-related claims; (d) your or your agents’ failure to comply with the Terms of Service; (e) you or your agents’ failure to comply with applicable law; (f) negligence, wilful misconduct, or fraud by you or your agents; and (g) you or your agents’ violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights. For purposes of this Section 12, your agents include any person who has apparent authority to access or use your account demonstrated by using your username and password.

“**Indemnified Claim**” means any and all claims, damages, liabilities, costs, losses, and expenses (including attorneys’ fees) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party.

“**Indemnified Liability**” means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other User.

13. AGREEMENT TERM AND TERMINATION

This section discusses when and how long this Agreement will last, when and how either you or Coachcube can end this Agreement, and what happens if either of us ends the Agreement.

13.1 TERMINATION

You and Coachcube both have the right to end this Agreement, but certain rights and obligations will survive after this Agreement ends.

Unless both you and Coachcube expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided in this Agreement. You may provide written notice to hello@coachcube.com. In the event you properly terminate this Agreement, your right to use the Services is automatically revoked, and your Account will be closed.

You agree that Coachcube is not a party to any Contract between Users. Consequently, you understand and acknowledge that termination of this Agreement (or attempt to terminate this Agreement) does not terminate or otherwise impact any Contract or Project entered into between Users. If you attempt to terminate this Agreement while having one or more open Projects or Contracts with Users, you agree (a) you hereby instruct Coachcube will close any open contracts; (b) you will continue to be bound by this Agreement and the other Terms of Service until all such Projects have closed on the Site and your access to the Site has been terminated; (c) Coachcube will continue to perform those Services necessary to complete any open transaction between you and another User; and (d) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open Service Contracts, whichever is later, to Coachcube for any Services or such other amounts owed under the Terms of Service and to any Mentors for any Mentor Services.

Without limiting Coachcube's other rights or remedies, we may revoke or limit access to the Services, deny your registration, or revoke your access to the Site and refuse to provide any or all Services to you if: (i) you breach any terms and conditions of this Agreement or any portion of the Terms of Service; (ii) we have reasonable reason to believe that you have provided false or misleading information to us; (iii) we conclude that your actions may cause legal liability for you or others; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity; or (iv) we are required to by law, legal process, or law enforcement. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or re-register for a new Account without Coachcube's prior written consent. If you attempt to use the Site under a different Account, we reserve the right to reclaim available funds in that Account and/or use an available Payment Method to pay for any amounts owed by you to the extent permitted by applicable law.

You acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of Users' Account status to all Users, including you and other Users who have entered into Service Contracts with you. **You therefore agree that: if Coachcube decides to temporarily or permanently close your account, Coachcube has the right (but no obligation) where allowed by law to: (y) notify other users of your closed account status, and (z) provide those users with a summary of the reasons for your account closure. You agree that Coachcube will have no liability arising from or relating to any notice that it may or may not provide to any user regarding closed account status or the reason(s) for the closure.**

13.2 ACCOUNT DATA ON CLOSURE

Except as otherwise required by law, if your Account is closed, you will no longer have access to information or material you kept on the Site and any content stored in your Account may be deleted, for which Coachcube expressly disclaims liability. Coachcube may retain some or all of your Account information as permitted or required by law and the Privacy Policy.

13.3 SURVIVAL

After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions related to arbitration, audits, intellectual property, non-circumvention, indemnification, fees, reimbursements, and limitations of liability each contemplate performance or observance after this Agreement terminates. The termination of this Agreement for any reason will not release you or Coachcube from any obligations incurred prior to termination of this Agreement or other parts of the Terms of Service or that may accrue related to any act or omission prior to such termination.

14. DISPUTES BETWEEN YOU AND COACHCUBE

Please read the following paragraphs carefully because they require you and us to agree to resolve most all disputes between you and us through binding individual arbitration.

14.1 DISPUTE PROCESS, ARBITRATION, AND SCOPE

If a dispute arises between you and Coachcube or our Affiliates, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, unless you opt out, you, Coachcube, and our Affiliates agree to resolve any and all claims, disputes, or controversies that arise out of or relate to this Agreement, the other Terms of Service, your relationship with Coachcube (including without limitation any claimed employment with Coachcube or one of our Affiliates or successors), the termination of your relationship with Coachcube, or the Services (each a "**Claim**" and collectively, "**Claims**") through binding arbitration on an individual basis in accordance with this Section 14 (sometimes referred to as the "**Arbitration Provision**").

Claims that may not be subject to predispute arbitration agreement or by generally applicable law are excluded from the coverage of this Arbitration Provision.

By agreeing to arbitrate disputes under this Agreement, THE PARTIES ARE EXPRESSLY GIVING UP ANY AND ALL RIGHTS TO A JURY TRIAL OR COURT TRIAL BEFORE A JUDGE. The parties instead elect to have Claims resolved by arbitration. The arbitrator's decision shall be final and binding on the parties

14.2 CHOICE OF LAW

This Agreement, the Site Terms of Use, the other Terms of Service, and any Claim will be governed by and construed in accordance with the laws of England

14.3 INFORMAL DISPUTE RESOLUTION

Before serving a demand for arbitration of a Claim, you and Coachcube agree to first notify each other of the Claim. You agree to notify Coachcube of the Claim by email to hello@coach-cube.com, and Coachcube agrees to provide to you a notice at your email address on file (in each case, a "**Notice**"). You and Coachcube then will seek informal voluntary resolution of the Claim. Any Notice must include pertinent account information, a brief description of the Claim, and contact information, so that you or Coachcube, as applicable, may evaluate the Claim and attempt to informally resolve it. Both you

and Coachcube will have 90 days from the date of the receipt of the Notice to informally resolve the other party's Claim and avoid the need for further action.

14.4 BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER (DOES NOT APPLY TO USERS LOCATED OUTSIDE THE UNITED KINGDOM AND ITS TERRITORIES)

This Arbitration Provision applies to all Users located in or who reside in the United Kingdom and its territories. In the unlikely event the parties are unable to resolve a Claim within 60 days of the receipt of the applicable Notice, you, Coachcube, and our Affiliates agree to resolve the Claim by final and binding individual arbitration

14.4.1 SCOPE OF ARBITRATION AGREEMENT AND CONDUCT OF ARBITRATION

This Arbitration Provision applies to any Claim (defined above) the parties may have, whether based on past, prevent, or future events, and includes all claims and disputes that arose between the parties before the effective date of this Agreement, and survives after your relationship with Coachcube ends. For the avoidance of doubt, Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes or controversies arising out of or relating to this Agreement, the Terms of Service and the Coachcube Payroll Agreement. This Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration.

14.4.2 INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION

This Arbitration Provision is the full and complete agreement relating to the formal resolution of Claims. The arbitrator shall have exclusive jurisdiction to decide all disputes arising out of or relating to the arbitrability of a Claim or the interpretation, enforcement, or application of this Arbitration Provision, including the enforceability, revocability, scope, breach, or validity of the Arbitration Provision or any portion of the Arbitration Provision, except as expressly provided below. All such matters shall be decided by an arbitrator and not by a court. The parties expressly agree that, except as provided by the Class and Collective Waiver section below, the arbitrator and not a court will decide any question of whether the parties agreed to arbitrate, including but not limited to any claim that all or part of this Arbitration Provision, this Agreement, or any other part of the Terms of Service is void or voidable.

In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable, except as set forth in Section 14.4.3 below.

14.4.3 CLASS AND COLLECTIVE WAIVER

Both you and Coachcube agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective proceeding ("**Class Action Waiver**"). Notwithstanding any other provision of this Agreement or the JAMS rules, disputes regarding the enforceability, revocability, scope, validity, or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If there is a final judicial determination that all or part of the Class Action Waiver is unenforceable or that an arbitration can proceed on a class basis, then the arbitration provision herein shall be considered null and void in its entirety and the class or collective action to that extent must be litigated in a civil court of competent jurisdiction. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. You and Coachcube agree that you will not be retaliated against as a result of your filing or participating in a class or collective action in any forum. However, Coachcube may lawfully seek enforcement of this Arbitration Provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims.

14.4.4 RIGHT TO OPT OUT OF THE ARBITRATION PROVISION

You may opt out of the Arbitration Provision contained in this Section 14 by notifying Coachcube in writing within 30 days of the date you first registered for the Site. To opt out, you must send a written notification to Coachcube at Attn: Coachcube, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ that includes (a) your Account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a statement indicating that you wish to opt out of the Arbitration Provision. Alternatively, you may send this written notification to hello@coach-cube.com. Opting out of this Arbitration Provision will not affect any other terms of this Agreement.

If you do not opt out as provided in this Section 14.4.4, continuing your relationship with Coachcube constitutes mutual acceptance of the terms of this Arbitration Provision by you and Coachcube. You have the right to consult with counsel of your choice concerning this Agreement and the Arbitration Provision.

14.4.5 ENFORCEMENT OF THIS ARBITRATION PROVISION

This Arbitration Provision replaces all prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable

15. GENERAL

Additional terms of the agreement between you and Coachcube, including that the Terms of Service contain our full agreement, how the agreement will be interpreted and applied, and your agreement not to access the Site from certain locations.

15.1 ENTIRE AGREEMENT

This Agreement, together with the other Terms of Service, is the only agreement between you and us regarding the Services and supersedes all prior agreements for the Services and supersedes any prior agreements between us for actions occurring after the effective date of this Agreement.

15.2 MODIFICATIONS; WAIVER

We may modify these terms and will provide you reasonable advance notice of substantial changes.

Subject to the conditions set forth herein, Coachcube may amend this Agreement and any of the other agreements that comprise the Terms of Service at any time by posting a revised version on the Site. Coachcube will provide reasonable advance notice of any amendment that includes a Substantial Change (defined below), by posting the updated Terms of Service on the Site and providing notice on the Site or by email. If the Substantial Change includes an increase to Fees charged by Coachcube, Coachcube will provide at least 30 days' advance notice of the change, but may not provide any advance notice for changes resulting in a reduction in Fees, any temporary or promotional Fee change, or changes that do not constitute a Substantial Change. Any revisions to the Terms of Service will take effect on the noted effective date. No modification or amendment to the Terms of Service will be binding upon Coachcube unless they are agreed in a written instrument signed by a duly authorized representative of Coachcube or posted on the Site by Coachcube. Email will not constitute a written instrument.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

15.3 ASSIGNABILITY

You may not transfer any rights you have under our Terms of Service unless we give you approval.

These Terms of Service and any rights or obligations hereunder may not be transferred or assigned by you unless you are given written authorisation by us.

No assignments are valid without Coachcube's prior written consent, which can be requested via email (hello@coachcube.com) or our register addresses. Any other attempted transfer or assignment will be null and void.

15.4 SEVERABILITY; INTERPRETATION

If any provision of this Agreement is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect. To the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in one jurisdiction will not in any way affect the legality, validity, or enforceability of that or any other provision in any other jurisdiction.

15.5 FORCE MAJEURE

When certain circumstances beyond your or our control arise, we both will be temporarily relieved from performing our obligations under this Agreement.

The parties to this Agreement will not be responsible for any delay or failure to perform any obligation under this Agreement for a reasonable period due to labour disturbances, accidents, fires, floods, pandemics, telecommunications or Internet failures, strikes, wars, riots, rebellions, terrorism, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar event beyond the parties' reasonable control.

15.6 PREVAILING LANGUAGE AND LOCATION

The English language version of the Terms of Service will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Site is controlled and operated from our facilities in the United Kingdom.

15.7 ACCESS OF THE SITE OUTSIDE THE UNITED KINGDOM

Coachcube makes no representations that the Site or Services are appropriate or available for use outside of the United Kingdom. Those who access or use the Site from other jurisdictions do so at their own risk and are entirely responsible for

compliance with all applicable laws and regulations, both in the United Kingdom and abroad, including export and import regulations. You must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving UK origin products, including services or software.

In order to access or use the Services, you must and hereby represent that neither you, any company you represent, nor any beneficial owner of you or your company are: (a) a citizen or resident of a geographic area in which access to or use of the Site or Site Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or resident of, or located in, a geographic area that is subject to UK or other sovereign country sanctions or embargoes; or (c) an individual, or an individual employed by or associated with an entity, identified as ineligible to receive items subject to UK export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services and your license to use the Services will be immediately revoked.

15.8 CONSENT TO USE ELECTRONIC RECORDS

Coachcube and its Affiliates may need to provide you with certain communications, notices, agreements, statements or disclosures in writing regarding our Services. You consent to receive these records electronically from Coachcube and its Affiliates rather than in paper form.

16. DEFINITIONS

Below we define capitalised terms that appear in this Agreement or other parts of the Terms of Service. Other capitalised terms are defined above, which you can tell because the term is put in quotation marks and bold font.

Capitalised terms not defined below or above have the meanings described in the Site [Terms of Use](#) or elsewhere in the Terms of Service.

“**Mentor**” means any authorized User of the Site or Site Services, including using the site primarily to offer Mentor Sessions, Subscriptions or Education Materials to others. Mentors will have signed up to Coachcube as a Mentor

“**Mentee**” means any authorized User of the Site or Site Services, including using the site primarily to pay for and receive Mentor Sessions, Subscriptions or Education Materials from Mentors. Mentees will have signed up to Coachcube as a Mentee

“**Confidential Information**” means any material or information provided to, or created by, a User to evaluate the suitability of another User, or provided in connection with a Project, regardless of whether the information is in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that: (a) is generally known by third parties as a result of no act or omission of Mentee or Mentor; (b) was lawfully received by User without restriction from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the other party and was not received from a third party in breach of that third party’s obligations of confidentiality; or (d) was independently developed by User without use of another person’s Confidential Information.

“**Direct Contract**” means a contract entered into on Coachcube between a Mentee on Coachcube and a Mentor of the Mentee’s who does not and has never had an Coachcube Account.

“**Escrow**” means funds held by Coachcube in Coachcube’s Stripe account prior to being transferred to Mentors after a Mentor Session has been completed

“**Mentor Fees**” means: (a) fee for a video call Mentor Session the price of which is determined by the Mentor; (b) monies earned through the sale of Education Materials created and sold by Mentor; and (c) subscriptions to a periodical newsletter sold on Coachcube

“**Mentor Session**” means all video calls hosted by the Mentor and paid for by Mentee

“**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, in each case, under the laws of any state, country, territory or other jurisdiction.

“**Payment Method**” means a valid credit card issued by a bank acceptable to Coachcube, a bank account linked to your Account, a PayPal account, a debit card, or such other method of payment as Coachcube may accept from time to time in our sole discretion.

“**Substantial Change**” means a change to the terms of the Terms of Service that materially reduces your rights or increases your responsibilities.

“**User Content**” means any comments, remarks, data, feedback, content, text, photographs, images, video, music, or other content or information that you or any Site Visitor or User post to any part of the Site or provide to Coachcube, including such content or information that is posted as a result of questions.