

PepTalk

Website Terms and Conditions of Use

These Terms were last updated on 29 May 2020.

1. Introduction and Your agreement to the Terms of Use.

1.1 PLEASE READ THESE WEBSITE TERMS OF USE (the “**TERMS OF USE**”) CAREFULLY. BY ACCESSING THIS SITE AND ANY PAGES OR MATERIALS CONTAINED IN THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS SET FORTH BELOW, PLEASE LEAVE THE SITE IMMEDIATELY.

1.2 PepTalk reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is Your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of any updated Terms of Use confirms to PepTalk that You accept and agree to the updates.

1.3 Provided You comply with these Terms of Use, PepTalk grants You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

1.4 If You have any questions about the Site, please contact PepTalk at www.getapeptalk.com/us/contact.

1.5 In these Terms Of Use:

(a) “**Coach**” means: a Site user who has registered to provide Coach Services via the Site;

(b) “**Coach Services**” means: pre-bookable online video coaching sessions facilitated via the Site;

(c) “**Content**” means: any and all text, graphics, images, audio, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code on or comprising the Site;

(d) “**PepTalk**” means: The Peptalk Co, with offices at 188 Grand Street, Unit 241, New York, NY 10013;

(e) “**Site**” means: the following websites: www.getapeptalk.com/us and/or www.getapeptalk.com/uk, and all associated web pages;

(f) “**You**” means any person accessing or using the Site or its Content (and “**Your**” shall be interpreted accordingly).

2. Ownership of Content.

2.1 The Site and all Content (including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content) contained on the Site is owned by, controlled by, or licensed to PepTalk.

2.2 No part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any purpose, without PepTalk’s express prior written consent.

3. Relationship between these Terms of Use and other terms.

3.1 These Terms of Use govern Your use of and access to the Site only. If You (i) sign up as a Coach, and/or (ii) purchase Coach Services, and in certain other circumstances, You will be asked to agree to separate terms of service (“**Additional Terms**”) which will apply in addition to these Terms of Use. In the event of a conflict between these Terms of Use and any Additional Terms,

the Additional Terms will apply in relation to the point in conflict. You will be provided with the relevant Additional Terms if and when applicable to You.

4. Your use of the Site.

- 4.1 Nothing in these Terms grants You any legal rights in the Site other than as necessary to enable You to access the Site and its features.
- 4.2 In using the Site (including as a Coach and/or when receiving Coach Services) You will not:
 - 4.2.1 violate any law, regulation or court order;
 - 4.2.2 infringe or in any way violate the intellectual property rights, privacy or other rights of any third party;
 - 4.2.3 act dishonestly, which includes impersonating another person;
 - 4.2.4 send any form of marketing or commercial communications (including so called "spam") or any other unsolicited or unauthorised communications to any other third party;
 - 4.2.5 engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Site or any other user of the Site;
 - 4.2.6 transmit any virus, other computer instruction, or technological means intended to, or that may, disrupt, damage, or interfere with the use of computers or related systems;
 - 4.2.7 stalk, harass, threaten, or harm any third party;
 - 4.2.8 participate in any fraudulent or illegal activity, including phishing, money laundering, or fraud;
 - 4.2.9 access the Site to obtain information to build a similar or competitive website, application, or service;
 - 4.2.10 attempt to disassemble, or reverse engineer any of the software or other underlying code used on the Site; or
 - 1.5.11 advocate, encourage, or assist any third party in doing any of the foregoing.
- 4.3 PepTalk may prevent or suspend Your access to the Site if You do not comply with any part of these Terms of Use, any terms or policies to which they refer or any applicable law.

5. Your privacy, personal information and security.

- 5.1 Any personal information that You provide to PepTalk will be dealt with in line with its Privacy Policy, which explains what personal information we collect from You, how and why it is collected, how it is stored, used and shared, as well as Your rights in relation to Your personal information.
- 5.2 PepTalk's Privacy Policy is available [here](#), and is incorporated into these Terms of Use by this reference. Please note that there is a separate privacy policy for those based in the European Economic Area, so please ensure you are reading the correct version.
- 5.3 Certain features or services offered on or through the Site may require You to open an account accessible using a password. You are entirely responsible for maintaining the confidentiality of the information You hold for Your account, including Your password, and for any and all activity that occurs under Your account as a result of Your failing to keep this information secure and confidential. You agree to notify PepTalk immediately of any unauthorized use of Your account or password, or any other breach of security. You may be held liable for losses incurred by PepTalk or any other user of or visitor to the Site due to someone else using Your account as a result of Your failing to keep Your account information secure and confidential.

- 5.4 By using this Site, You acknowledge and agree that Internet transmissions may not ever be completely private or secure. You understand that there is a small chance that any message or information You send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.
- 6. Links to third party sites.**
- 6.1 The Site may contain links to other independent third-party websites ("**Third Party Sites**"), which are provided solely as a convenience to the Site's visitors. Third Party Sites are not under PepTalk's control, and PepTalk is not responsible for and does not endorse the content of any Third Party Sites. You should make Your own independent judgment regarding Your interaction with any Third Party Sites.
- 7. Submitting information to the Site.**
- 7.1 While we try to ensure that the Site is secure, PepTalk cannot guarantee the security of any information that You supply therefore cannot guarantee that it will be kept confidential. For that reason, You should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or otherwise valuable (the "**Submissions**").
- 7.2 In the event that You chose to submit any Submissions, You agree that: (i) Your Submissions and their contents will automatically become the property of PepTalk, without any compensation to You; (ii) PepTalk may use or redistribute Your Submissions and their contents for any purpose and in any way; (iii) there is no obligation for PepTalk to review Your Submission; and (iv) there is no obligation on PepTalk to keep any Submissions confidential.
- 8. Accuracy, availability and disclaimers.**
- 8.1 PEPTALK DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. FURTHERMORE, PEPTALK CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. PEPTALK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PEPTALK FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY PEPTALK SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST PEPTALK FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT.
- 8.2 The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.
- 8.3 PepTalk reserves the right to do any of the following, at any time, without notice: (i) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (ii) to modify or change the Site, or any portion of the Site (including but not limited to modification of pricing and/or availability of Coaching Services), and any applicable policies or terms; and (iii) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

9. Limitation on PepTalk's liability.

- 9.1 Save where prohibited by law, in no event will PepTalk be liable to You for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if PepTalk has been advised of the possibility of such damages.
- 9.2 If, notwithstanding the other provisions of these Terms of Use, PepTalk is found to be liable to You for any damage or loss which arises out of or is in any way connected with Your use of the Site or any Content, PepTalk's liability shall in no event exceed US\$100.00 (one hundred US Dollars). Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to You.

10. Indemnity.

- 10.1 You agree to indemnify and hold PepTalk, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against PepTalk by any third party due to or arising out of or in connection with Your use of the Site.

11. Violation and termination.

- 11.1 You agree that PepTalk may, in its sole discretion and without prior notice, terminate Your access to the Site and/or block Your future access to the Site if PepTalk determines that You have violated these Terms of Use or other agreements or guidelines which may be associated with Your use of the Site. You also agree that any violation by You of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to PepTalk, for which monetary damages would be inadequate, and You consent to PepTalk obtaining any injunctive or equitable relief that PepTalk deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies PepTalk may have at law or in equity.
- 11.2 You agree that PepTalk may, in its sole discretion and without prior notice, terminate Your access to the Site, for cause, which includes (but is not limited to): (i) requests by law enforcement or other government agencies; (ii) a request by You (i.e. self-initiated account deletions); (iii) discontinuance or material modification of the Site or any service offered on or through the Site; or (iv) unexpected technical issues or problems.
- 11.3 Should PepTalk take any legal action against You as a result of Your violation of these Terms of Use, PepTalk will be entitled to recover from You, and You agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to PepTalk. You agree that PepTalk will not be liable to You or to any third party for termination of Your access to the Site for any reason.
- 11.4 PepTalk may disclose any information it holds about You (including Your identity) if it determines that such disclosure is necessary in connection with any investigation or complaint regarding Your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) PepTalk's rights or property, or the rights or property of visitors to or users of the Site. PepTalk reserves the right at all times to disclose any information that it deems necessary to comply with any applicable law, regulation, legal process or governmental request. PepTalk also may disclose Your information when it determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.
- 11.5 You acknowledge and agree that PepTalk may preserve any transmittal or communication by You with PepTalk through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or PepTalk determines that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms of Use and/or any Key Terms; (iii) respond to claims that any such data violates the rights of

others; or (iv) protect the rights, property or personal safety of PepTalk, its employees, users of or visitors to the Site, and the public.

12. Governing law and dispute resolution.

12.1 You agree that all matters relating to Your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of New York without regard to its conflicts of laws provisions. The preceding provision regarding venue does not apply if You are a consumer based in the European Union. If You are a consumer based in the European Union, all matters relating to Your access to or use of the Site, including all disputes, will be governed by the laws of England. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation.

12.2 In the event of any dispute between PepTalk and You arising out of or in connection with Your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If You and PepTalk are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

13. Void where prohibited.

13.1 The Site may be administered and operated from various locations outside of the United States. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. PepTalk reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. You access the Site on Your own initiative and You are solely responsible for complying with applicable local laws.

14. Waiver and severability.

14.1 Any failure by PepTalk to enforce any provision of these Terms of Use is not a waiver of any right to do so later. In addition, if a provision of these Terms of Use is later found to be unenforceable, such provision will be replaced with a reasonable substitution to reflect PepTalk's intention, and all remaining provisions of the Terms of Use shall remain in full force and effect.