

Terms of Service *Last revised on January 22, 2019*

Your relationship with DEEP BY DATEPLAY

DEEP.DATEPLAY.com (www.DEEP.DATEPLAY.com or “the Website” or “the Site”) is a directory of relationship coaches (hereinafter referred to as a Coach or Coaches). As a Coach, DEEP BY DATEPLAY helps you get new clients. As an individual or potential coaching client (hereinafter referred to as “Coaching Client” or “Potential Client”), DEEP BY DATEPLAY helps you find a coach based on your goals and needs. The DEEP BY DATEPLAY Website Service, hereafter referred to as “the Service” or “the Services”, is operated by PairCoach Enterprises Inc. If you continue to browse and use the Website, you are agreeing to comply with and be bound by the following terms and conditions of use (the “Terms”), which together with our [privacy policy](#) govern the Company’s relationship with you in relation to the Service.

The term “DEEP BY DATEPLAY” or “DP JV LIMITED” or “us” or “we” or “the Company” or “our Company” refers to DP JV LIMITED (UK company), the owner of the Website, whose principal place of business is [ADDRESS OF COMPANY]. The Company is incorporated under the UK LAW, corporation number [INSERT COMPANY NUMBER]. The term “you” refers to the user or viewer of the Website.

Accepting the Terms

You acknowledge that the Website serves as a venue for the online distribution and publication of user submitted information between Coaches and Coaching Clients, and, by using, visiting, registering for, and/or otherwise participating in this Website, including the Services presented, promoted, and displayed on the Website you must first agree to the Terms. You may not use the Service if you do not accept the Terms. You can accept the Terms by: (a) clicking to accept or agree to the Terms, where this option is made available to you by DEEP BY DATEPLAY in the user interface; or (b) by actually using the Website. In this case, you understand and agree that DEEP BY DATEPLAY will treat your use of the Website as acceptance of the Terms from that point onwards.

You may not use the Service and may not accept the Terms if (a) you are not of legal age in your jurisdiction of primary residency to form a binding contract with DEEP BY DATEPLAY, or (b) you are a person barred from receiving the Services under any relevant laws of any jurisdiction that affects you.

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of yourself or of any content you may contribute to the Service. DEEP BY DATEPLAY reserves the right (but not the obligation) to remove such information or terminate such accounts, and in cases of misappropriation of identity or fraud, take all further legal action as we deem appropriate.

Changing the Terms

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms at any time without further notice. If we do this, we will post the changes to these Terms on this page and will indicate at the top of this page the date these Terms were last revised. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms. If you do not agree to abide by these or any future Terms, do not use or access (or continue to use or access) the Service. It is your responsibility to regularly check the Website to determine if there have been changes to these Terms of Service and to review such changes.

Using the Service

You need not register with DEEP BY DATEPLAY to visit the Website, browse our directory of coaches, request a consultation from coaches listed in the directory, or request a coach recommendation. To be listed as a Professional Coach in our directory and to access and participate in Coach features of the Website, you will need to create a password-protected account. To create an account, you must submit your name, email address, basic coaching details through the account registration page on the Website, and create a password. You will also have the ability to provide additional optional information, which is not required to register for an account but may be helpful in maximizing the benefit you receive from the Website.

If you have registered as a Coach with DEEP BY DATEPLAY, you are responsible for maintaining the confidentiality of login information and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account regardless of who actually uses your account name or password.

The Website and the Services offered herein are provided solely as a forum and technical means to connect two people interested in having a coaching conversation and does not represent itself as being licensed to provide counseling, psychotherapy, or psychiatric evaluation, psychiatric therapy, or any other service requiring professional accreditation.

You are advised that there are clear boundaries surrounding the responsibilities between coaching and psychotherapy, counseling, or other medical treatments in psychology and psychiatry. Specifically, coaching involves providing education and guidance to those seeking to learn and implement a self-directed discovery process respecting their own lives. However, it is important to understand that this is different than psychotherapy, counseling, or other medical treatments in psychology and psychiatry. While both utilize knowledge of human behavior, motivation and behavioral change and interactive techniques, the major differences are in the goals, focus, and level of professional responsibility. Psychotherapy, counseling, or other medical treatments in psychology and psychiatry are health care services and are usually reimbursable through health insurance policies and require licensed health care professionals with accredited training to render. This is not true for coaching. The focus of coaching is the development and implementation of strategies to reach client-identified goals of enhanced performance and personal satisfaction. Coaching utilizes personal strategic planning, values clarification, brainstorming, motivational skills, and other similar techniques. However, coaching does not encroach into the areas involving

use of skills that only licensed professionals are permitted to deliver. Coaching does not diagnose or treat mental health disorders. It is your responsibility to manage your own mental health, including obtaining necessary exams and ongoing support as needed. Coaching should be seen as a supplement to such a support system but not as a replacement for it.

In situations where you are under the care of a professional counselor or medical practitioner and conflict arises between the recommendations of those professionals and your coach, you have the responsibility to follow the guidance of the professionals.

You assume all risk when using the Services, including but not limited to all of the risks associated with any online or offline interactions with others, including consultations with Coaches listed on the Site. Although we may recommend or approve of a Coach, therapist or other related service provider who offers services through this Site, you understand that DEEP BY DATEPLAY is unable to guarantee the accuracy of information provided to you by or about Coaches, and that DEEP BY DATEPLAY is unable to confirm that any user is who he or she claims to be. DEEP BY DATEPLAY does not warrant and is not responsible for ensuring that users of the Services are in compliance with the Agreement. You agree to take all necessary precautions when communicating with or meeting individuals through any of the Services. You understand that DEEP BY DATEPLAY makes no representations, warranties or conditions, whether express, implied or collateral, regarding your compatibility with individuals you meet through the Service or as to the conduct of such individuals. You further understand that DEEP BY DATEPLAY makes no representations, warranties or conditions, whether express, implied or collateral, as to number or frequency of matches made available to you through the Service.

Neither DEEP BY DATEPLAY nor any third parties provide any warranty or guarantee as to the timeliness, accuracy, performance, completeness or suitability of the information or material found or offered on the Website provided by any coach, therapist or other related service provider. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this Website is entirely at your own risk, for which DEEP BY DATEPLAY shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Website, its partners, or affiliates, meet your specific requirements.

From time to time this Website may also include links to other websites. These links are provided for your convenience to provide further information which may include offers to buy or use other products or services. We have no responsibility for the content of the linked websites or any products or services used or purchased through them.

You acknowledge and agree that you shall comply with the following policies:

1. No Advertising or Commercial Solicitation. You will not advertise or solicit any user to buy or sell any products or services through the Site or Services, except in the case of professional life, business, and career coaches who sign up and

become members (as hereinafter defined) under one of the packages offered to professional life coaches hereunder, in which case the Coach Terms of Use (as hereinafter attached) shall govern permitted commercial uses;

2. Unique and Bona Fide Profile. As a Potential Coaching Client, your use of the Service must be for bona fide coach-seeking, life improvement purposes in order to maintain the integrity of the Service (for example, you may not submit a request for a coach recommendation or request consultations from Coaches to compile a report of coaches in your area, or to write a school research paper). Not all Coaches are available for consultations. From time to time, DEEP BY DATEPLAY may create test profiles in order to monitor the operation of the Services.
3. No Harassment of DEEP BY DATEPLAY Employees or Agents. You will not harass, annoy, intimidate or threaten any DEEP BY DATEPLAY employees or agents engaged in providing any portion of the Services to you.
4. No Copying or Harvesting of Site Content. No portion of this Site, including but not limited to, Coach and Coaching Client names, addresses, phone numbers, email addresses, or copyrighted text may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose such as for use on a "mirrored", competitive, or third party site without express written consent of DEEP BY DATEPLAY. You may not make any commercial use of data mining, robots, or similar data gathering and extraction tools. You may not frame or utilize framing techniques to enclose any of our trademarks, logos, or other proprietary information (including images, text, page layout, or form). You may not use any meta tags or any other "hidden text" utilizing our name, trademarks or other proprietary information.
5. Geographic Limitations. You will only use the Services in a manner consistent with this Agreement and any and all applicable local, state, provincial, territorial, federal, national and international laws and regulations. Registration for, and use of, the Services are void where prohibited. To the extent that the Services are not legal in your jurisdiction, you may not use the Services. The Services may not be used where prohibited by law.
6. Information Submitted. You are solely responsible for, and assume all liability regarding, (i) the information and content you contribute to the Services; (ii) the information and content you post, transmit, publish, or otherwise make available (hereinafter "post") through the Services; and (iii) your interactions with other Users through the Services.
7. Content Removal. DEEP BY DATEPLAY reserves the right, but has no obligation, to monitor the information you submit to the Site. DEEP BY DATEPLAY will have the right to remove any such information or material that in its sole opinion violates, or may violate, any applicable law, either the letter or spirit of this Agreement, or upon the request of any third party.
8. Posting and Communication Restrictions. You will not communicate content (or links thereto) on the Site, transmit to other users, or otherwise engage in any activity on the Site or through the Service, that:
 - a. collects or solicits personal information about anyone under 18 years of age (or the age of majority in your jurisdiction, if it is older);

- b. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - c. is intended to or tends to harass, annoy, threaten or intimidate any other users of the Site or Services;
 - d. is defamatory, inaccurate, abusive, obscene, profane, offensive, sexually explicit, obscene or otherwise objectionable;
 - e. contains others' copyrighted content (e.g., articles, videos, photographs, images, etc.) without obtaining permission first;
 - f. contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
 - g. promotes or enables illegal or unlawful activities, such as instructions on how to make or buy illegal weapons or drugs, violate someone's privacy, harm or harass another person, obtain others' identity information, create or disseminate computer viruses, or circumvent copy-protect devices;
 - h. intended to defraud, swindle or deceive other users of the Services;
 - i. contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
 - j. promotes or solicits involvement in or support of a political platform, religion, cult, or sect;
 - k. disseminates or otherwise discloses another person's personal information without his or her prior permission, or collects or solicits another person's personal information for commercial or unlawful purposes;
 - l. is off-topic, meaningless, or otherwise intended to annoy or interfere with others' enjoyment of the Site;
 - m. impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
 - n. solicits gambling or engages in any gambling or similar activity;
 - o. uses scripts, bots or other automated technology to access the Site or Services;
 - p. uses the Site or Services for chain letter, junk mail or spam e-mails; or
 - q. is in any way used for or in connection with spamming, phishing, trolling, or similar activities.
9. No False Information. You will not provide inaccurate, misleading or false information to DEEP BY DATEPLAY or to any other user. If information provided to DEEP BY DATEPLAY or another user subsequently becomes inaccurate, misleading or false, you will promptly notify DEEP BY DATEPLAY of such change.

If you do not meet, or are unable to comply with, any of the above-referenced membership eligibility criteria or policies, please do not use the Website. Should DEEP BY DATEPLAY find that you violated the terms of the membership eligibility criteria or any other terms stated herein, DEEP BY DATEPLAY reserves the right, at its sole discretion, to immediately terminate your use of the Website.

Ownership of Content

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You acknowledge and agree that any questions, comments, ideas, suggestions for new features, suggestions for improvements to existing features, feedback or other information about the Site or the Service (“Submissions”), provided by you to the Website or to the Company are non-confidential and shall become the sole property of the Company. The Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Liability of User Generated Content

DEEP BY DATEPLAY accepts no liability whatsoever for content generated by its Users or for the activities of its Users. These cannot be attributed to DEEP BY DATEPLAY, nor do they represent DEEP BY DATEPLAY’s opinion. This disclaimer also applies to links set up by Users on pages within the DEEP BY DATEPLAY website.

All Users of the DEEP BY DATEPLAY website bear sole and exclusive responsibility for the content and contributions input by them and for activities undertaken by them. DEEP BY DATEPLAY does not audit user-generated content or other user input prior to its publication on the Internet.

Disclaimer and Limitations on Liability

The Website, the Service, and the Website content are provided “as-is” and the company disclaims any and all representations and warranties, whether express or implied, including implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. The Company cannot guarantee and does not promise any specific results from use of the Website or the Service. Company does not represent or warrant that the content on the Website is accurate, complete, reliable, current or error-free or that the Website is free of viruses or other harmful components. Without limiting the foregoing, you understand and agree that if you download or otherwise obtain content, material, or data from the Website or through the Service, you do so at your own discretion and risk. In no event will the company or its directors, officers, advisors, employees, contractors, affiliates or agents be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including for any lost profits or lost data arising from your use of the Site or the Service.

For greater clarity, DEEP BY DATEPLAY shall not be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, liability arising out of or in any way connected with or otherwise arising out of the use of the Website or Services, whether based on contract,

tort, negligence, strict liability or otherwise. Under no circumstances will the Company be responsible for any loss or damage or personal injury or death resulting from anyone's use of the Site or the Service or any interaction between users of the Site, whether online or offline.

Miscellaneous Terms

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons.

The Company reserves the right to change any and all content contained in the Site and any Services offered through the Site at any time without notice.

Reference to any products, Services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

The Company may terminate your membership, delete your profile and any content or information that you have posted on the Website or prohibit you from using or accessing the Service or the Website (or any portion, aspect or feature of the Service or the Website) for any reason, or no reason, at any time in its sole discretion, with or without notice.

These Terms of Service constitute the entire agreement between you and Company regarding the use of the Site or the Service, superseding any prior agreements between you and Company relating to your use of the Site or the Service. The failure of Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of these Terms shall continue in full force and effect. If any provision of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

By visiting or using the Site and the Service, you agree that the laws of the Province of British Columbia, Canada, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and the Company or any of our affiliates. With respect to any disputes or claims, you agree not to commence or prosecute any action in connection therewith other than in the provincial and federal courts of British Columbia, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the provincial and federal courts of British Columbia.

Coach Terms of Use

This section applies to all members who register for, apply for, or have received approval of their membership as a member in this section, and will be referred to herein as a “Coach” or “Coaches”. This section applies in addition to, not in place of, the preceding general Terms of Use.

Coach Listing Service

As a Coach, in order to be listed in DEEP BY DATEPLAY’s coach directory and to retain the benefits of a listing on DEEP BY DATEPLAY, you may sign up under one of the following membership packages:

- Pro Coach Free
- Pro Coach Annual Membership (also referred to as the 1 Year Plan)

A Coach member chooses to subscribe to ONE (1) of the above at a time.

Details of what each package contains is set forth in more detail in our website.

Coach Representations and Warranties

Throughout the time during which you are registered for a Coach membership package, you represent, warrant and agree to the following:

- You will not make any misrepresentations nor create a misleading name or listing.
- You will at all times provide correct and accurate representations of your skills, degrees, qualifications, background and other information and will maintain and update all such information to keep it true, accurate, current and complete.
- You will not provide any medical or mental health advice or other advice or information which may only be lawfully rendered or provided by a licensed professional who has established a physician-patient relationship. You will not provide any medical or legal information unless you are a licensed professional in good standing in the relevant field of expertise and you abide by all relevant laws, rules and regulations, including, without limitation rules of ethics and professional responsibility.
- You must exercise a very high standard of care, equal to that of an experienced, professional coach would in a similar transaction not conducted through the internet, or to the standard of care mandated by the professional associations for which you are a member, whichever is higher.
- You will maintain only one account unless you have been provided explicit permission from DEEP BY DATEPLAY.

DEEP BY DATEPLAY makes no representation or warranty whatsoever as to the willingness or ability of users to pay for any coaching services given by the Coach.

Therefore, you, the Coach, are encouraged to verify the details and credit-worthiness of those users to whom you give or contemplate giving coaching services.

Coach Disclaimer of Warranty and Limitation of Liability

All users of Coach services, whether it is the Coach member or the recipient of the Coach's services (the "Recipient") do so at their own respective risks. Under no circumstances will DEEP BY DATEPLAY, their affiliates and respective officers, directors, shareholders, employees, sub-contractors or agents be liable for any indirect, incidental, consequential, special, punitive or exemplary damages (including but not limited to loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether in action of contract, negligence or other tortious action, or arising from the Services or any other use of this Website.

As a Coach, you acknowledge and agree that DEEP BY DATEPLAY disclaims any liability with respect to any claim, suit or action brought by a user in connection with the provision of any coaching services by you through the Website and you agree to indemnify and hold us harmless in connection with any such claim and any damages or expenses arising therefrom. We will not be liable for enforcing any Agreement that was made between you and any Recipient or other member, including fee agreements. You further acknowledge that you will solely be responsible and liable for any damages to any member to whom you provide coaching services and where that member suffers damages arising from or connected to such services. In the event of a dispute regarding any transaction conducted through the Website, you hereby releases DEEP BY DATEPLAY and its affiliates, and their respective officers, directors, shareholders, employees, sub-contractors and agents from all manner of actions, claims or demands and from any and all losses (direct, indirect, incidental or consequential), damages, costs or expenses, including, without limitation, court costs and attorney's fees, which you may have against one or more of the above.

As a Coach, you understand that by using the Coach Services, your contact information may be made publicly available on the Internet. You assume all risk when using the Services, including but not limited to all of the risks associated with any online or offline interactions with others, including consultations with Clients procured through the Site. You understand that DEEP BY DATEPLAY is unable to guarantee the accuracy of information provided to you by prospective Clients, and that DEEP BY DATEPLAY is unable to confirm that any user is who he or she claims to be. DEEP BY DATEPLAY does not warrant and is not responsible for ensuring that users of the Services are in compliance with the Terms of Service. You agree to take all necessary precautions when communicating with or meeting individuals through the Services. You further understand that DEEP BY DATEPLAY makes no representations, warranties or conditions, whether express, implied or collateral, as to number or frequency of client referrals made available to you through the Services.

Coach Confidentiality

Once you have registered as a Coach, you will be able to offer your services to Recipients. You agree that all interaction with the Recipient shall be respectful and

positive, and shall under no circumstances be abusive, derogatory, defamatory, sexist, racist, illegal or false. You shall also keep all information that you learn or discover from any Recipient as completely confidential, and shall not disclose this information to anyone without the permission of the Recipient. Exceptions to this are situations where: (a) you are required by law; (b) an imminent risk to someone may be involved; or (c) you have express permission from us.

Coach Membership Fees and Renewals Charges

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.

Membership payments are collected in advance of the Coach Services being provided, either monthly or annually. In order to provide continuous service, by default DEEP BY DATEPLAY automatically renews all paid subscriptions on the date such subscriptions expire; however, at any time, Coaches may set their paid subscription to no longer renew. Coaches whose accounts are not renewed on the subscription expiry date are automatically removed from the directory.

We communicate renewal periods to you in the “Upgrade / Billing” page, on the “Dashboard” page, before you finalize the purchase of your subscription, and upon confirmation of purchase. By entering into this Agreement, you acknowledge that your account will be subject to the above-described automatic renewals.

We will automatically bill your credit card and issue a payment confirmation email each pay period. We reserve the right to modify the fees and charges and to introduce new charges at any time, upon at least THIRTY (30) DAYS prior notice to you, which notice may be provided by e-mail.

If you switch from a Legacy Monthly Package to the Pro Coach Annual Membership package, you will be charged the new annual rate minus the unused portion of your monthly package at the time that you switch packages. For example, if your last monthly payment was made on January 1st and then you switch to the Pro Coach Annual Membership on January 15th, you will be charged the Pro Coach Annual Membership rate minus the unused portion of January that you already paid for. Furthermore, your account will be set to automatically renew on January 15th of the following year unless you turn off the auto-renewal setting on your account.

If you cancel your account prior to the expiration date of your account, the changes to your account will take effect immediately, you won't be charged again, and you will no longer be eligible for a refund.

Fees for other services will be charged on an as-quoted basis. All prices quoted are in US dollars.

You agree to provide us with complete and accurate billing and contact information. You agree to update this information within THIRTY (30) DAYS of any change to it. If the contact information you have provided is false or fraudulent, we reserve the right to terminate your Coach membership.

Coach Referral Service Fees

Referral charges are billed separately from membership fees. Coaches whose membership accounts are not renewed or have been cancelled are still responsible for any fees owed to DEEP BY DATEPLAY as specified by the Referral Program Terms agreed to by the Coach upon enrolling into the Referral Program.

Non-Payment and Suspension

If your membership subscription is set to renew and becomes delinquent (falls into arrears) for more than FIFTEEN (15) DAYS, we will downgrade your account to the Pro Coach Free package and remove you from the directory. To reactivate your account and to re-enlist your services in the directory, you may do so at any time by subscribing to the Pro Coach Annual Membership.

If we are unable to collect referral charges incurred on your account due to credit card failure, you must provide updated credit card details within THIRTY (30) DAYS that the payment is due.

Your Concerns

If you have any concerns about material which appears on the Site, please contact admin@dateplay.com.

Thank you for visiting the Site.