



WEBSITE PAYMENT TERMS

1 **Payment Terms**

1.1 In addition to the Essence Leadership, Trading as Essence Coaching Website Terms of Use (the “**Website Terms of Use**”) that govern your use of the Site, Applications, Content, and Service, these supplemental Website Payment Terms (the “**Payment Terms**”) constitute a legal agreement between you and Essence Leadership, Trading as Essence Coaching, governing your access to and use of our Services as a paying customer.

1.2 Terms defined in the Website Terms of Use shall have the same meaning when used in these Payment Terms, unless defined below.

2 **Changes of Terms**

We may amend the Payment Terms from time to time in our sole discretion without notice or liability to you. It is your responsibility to review these Payment Terms periodically. By continuing to use the Services following such amendments to the Payment Terms, you agree to be bound by such amendments. **If you do not agree to the Payment Terms, now or at any time, please do not use the Site, Applications, Subscription Plans, or any of the Paid Services.**

3 **Minimum Requirements**

To obtain or subscribe for Paid Services on or through www.essencecoaching.sg, you must provide certain registration information (more particularly set out in the Website Terms of Use) and obtain a Essence Leadership, Trading as Essence Coaching account. You acknowledge that you are responsible for maintaining the security of, and restricting access to, your account and password, and you agree to accept responsibility for all purchases and other activities that occur under your account. Essence Leadership, Trading as Essence Coaching sells its services only to those users who can legally make purchases with a credit card or other form of payment accepted by Essence Leadership, Trading as Essence Coaching.

4 **Subscription Terms**

4.1 Payment; renewal

- (a) By subscribing to a Subscription Plan, you authorise Essence Leadership, Trading as Essence Coaching to charge the applicable recurring subscription fees to your designated billing payment method.
- (b) When you initially subscribe to a Subscription Plan, you will be charged immediately for the initial term of the subscription at the then-current fee for the applicable subscription tier. Unless you notify us of your decision to terminate your Subscription Plan, your subscription will automatically renew at the end of each subscription term at the then-current fee.
- (c) You will be charged in advance for the renewal term of the Subscription Plan on your applicable billing date (the “**Charge Date**”). Each charge on the applicable Charge Date applies to the subscription period immediately following the Charge Date (e.g., the calendar year immediately following the Charge Date).
- (d) You may update any of your billing information (including a change to your desired billing payment method) through your account settings on the Site.

4.2 Billing authorisations for free trials

From time to time we may offer free trial accounts for our Subscription Plans. You may be required to provide an applicable billing payment method to register for a free trial offer to a Subscription Plan. In that event, you agree that Essence Leadership, Trading as Essence Coaching may obtain a pre-authorisation for the fee amount that you will be charged if you complete the free trial and continue the Subscription Plan. It is possible that some financial institutions may perceive these requested amounts as actual pending charges. These are not actual charges, and Essence Leadership, Trading as Essence Coaching will not be responsible for any results, such as an overdraft fee, that may occur to your account as a result of such authorisations.

4.3 Cancellation of a Subscription Plan

- (a) To cancel a Subscription Plan, please follow the process set forth in your account settings on the Site. Once you have cancelled your subscription, Essence Leadership, Trading as Essence Coaching will suspend the auto-renew from your applicable payment method until and unless you re-subscribe. All of the fees paid and charges made prior to termination are non-refundable. Termination of your subscription shall not relieve you of any obligations to pay accrued charges. Your Subscription Plan will terminate on the date that is one calendar year following your last Charge Date.
- (b) You agree that Essence Leadership, Trading as Essence Coaching, in its sole discretion, with or without prior notice, may freeze or terminate your Subscription Plan for any reason, including, without limitation, if Essence Leadership, Trading as Essence Coaching believes that you have violated these Payment Terms or the Website Terms of Use. Essence Leadership, Trading as Essence

Coaching may also in its sole discretion, and at any time, modify or discontinue providing any Subscription Plan, or any part thereof, with or without notice. Additionally, you agree that Essence Leadership, Trading as Essence Coaching shall not be liable to you or any third-party for any interference with, or termination of, your access to the Subscription Plan.

- (c) If you re-subscribe during the tenure of an existing subscription period your account will be reactivated with the benefits associated with that Subscription Plan.

5 Price Adjustments

- 5.1 We may increase the price payable for any Subscription Plan, effective the first day of a renewal term by giving you notice of the new cost at least thirty (30) days before the beginning of the renewal term. If you do not cancel your subscription, you shall be deemed to have accepted the new cost for that renewal term and any subsequent renewal terms (unless the fees are increased in the same manner for a subsequent renewal term).
- 5.2 Reductions in fees become effective on the next renewal term without any pro rata for the period covered under the then preceding subscription period.

6 Accessing Our Services

- 6.1 We make every effort to ensure that our Services are always available, but we cannot guarantee that Services will not be uninterrupted. We will not be liable to you if for any reason our Services are unavailable at any time or for any period.
- 6.2 You are responsible for making all arrangements necessary for you to have access to our Services. You are also responsible for ensuring that all persons who access our Services through your internet connection are aware of these Payment Terms and other applicable terms and conditions, and that they comply with them.

7 Dispute Resolution

Essence Leadership, Trading as Essence Coaching and you agree to arbitrate all disputes and claims pursuant to the Website Terms of Use.

Last updated 20 June 2016