Coaching Marketplace Terms of Service

Please read these Terms of Service ("Terms") carefully before using our Racing Prodigy Coaching Marketplace ("Marketplace"). These Terms constitute a legally binding agreement between you ("Coach," "Provider," "you," or "your") and Racing Prodigy.

1. Acceptance of Terms

1.1. By accessing and using the Racing Prodigy Coaches platform, you agree to be bound by these Terms. If you do not agree with these Terms, you may not use the Platform.

2. Marketplace Description

2.1. Racing Prodigy Coaching Marketplace is an open coaching marketplace where coaches can sell their coaching time or digital products to drivers (Clients). Coaches can offer one-on-one coaching sessions, data packs (including car setups, replays/walkthroughs, telemetry data), track maps, in-depth ebooks, and other related digital products.

3. Coach Eligibility

- 3.1. Coaching Membership: To become a coach and offer one-on-one coaching sessions, you must meet the minimum requirements. Meeting these requirements allows you to become a coach without any charge for the coaching membership.
 - 3.1.1.iRacing: Driver Rating 3,000+, Safety Rating 4.00+
 - 3.1.2. Gran Turismo 7: Driver Rating: A+, Safety Rating: S
 - 3.1.3. Forza (7): Driver Rating: Pinnacle (any Band level)
 - 3.1.4. Assetto Corsa Competizione: Driver Rating: Gold (9,000+)
 - 3.1.5.F1: Driver Rating: Master
- 3.2. Selling Digital Products: If you want to sell digital products such as data packs or ebooks without offering one-on-one coaching, there is no minimum rating requirement or monthly fee. You can sign up and sell these products directly on the platform.

4. Coach Compensation

- 4.1. Coaching Fees: As a coach, you have the freedom to set your own coaching fees. However, the fees must be at least \$10 per hour and under \$1,000 USD per hour.
- 4.2. Racing Prodigy Fees: Racing Prodigy will take a 15% transaction fee, plus \$1 USD, from each coaching session or digital product sale. Please consider this fee when determining your pricing.
- 4.3. Payment Schedule: Payments to coaches will occur bi-weekly, and the exact payment schedule will be communicated to you. Please ensure that your payment details are accurate to receive timely payments.

5. Coach-Client Relationship

- 5.1. Ratings and Reviews: Racing Prodigy Coaches platform will have a rating and review system for clients to provide feedback on their coaching experience. These ratings and reviews will help potential clients make informed decisions and facilitate a transparent marketplace.
- 5.2. Multiple Clients in a Session: In the future, Racing Prodigy may introduce a feature allowing multiple clients to join a coaching session, subject to the coach's permission. This feature aims to reduce the cost per customer and increase revenue per hour for the coach.

6. Tax Responsibilities

6.1. As a coach on Racing Prodigy Coaches, you are an independent contractor and not an employee of Racing Prodigy. You are solely responsible for any taxes or other financial obligations arising from your coaching services or product sales on the platform.

7. Intellectual Property

- 7.1. Ownership: Coaches retain ownership of their original coaching materials, data packs, ebooks, and other digital products they offer on the platform.
- 7.2. License: By uploading and selling your digital products on the Racing Prodigy Coaches platform, you grant Racing Prodigy a non-exclusive, worldwide, royalty-free license to display, distribute, and promote your products solely on the platform.

8. Termination

8.1. Racing Prodigy may also, at its sole discretion, suspend or terminate your coach membership and access to the platform, with or without cause, including but not limited to a violation of these Terms or any applicable policies or guidelines. In such cases, Racing Prodigy will make reasonable efforts to notify you of any suspension or termination, but is not obliged to do so.

9. Modifications to the Terms

9.1. You understand and agree that Racing Prodigy reserves the right to make changes to the platform, including but not limited to its features, functionality, and availability, at any time without liability or prior notice. Such changes may require you to adjust your coaching practices or adapt to new platform functionalities.

10. Acknowledgement of additional Racing Prodigy policies

10.1 By becoming a member and utilizing our coaching services, you acknowledge that you have read, understood, and agree to comply with the Community Standards and Sporting Code policies set forth by Racing Prodigy. You understand that these policies outline the expected behavior, ethical standards, and guidelines for all coaches within the community, and you commit to upholding and adhering to these policies throughout your tenure as a coach and member.

11 Cancellation Policy - Racing Prodigy Coaching Marketplace:

- 11.1 Clients participating in the Racing Prodigy Coaching Marketplace may cancel their coaching sessions without incurring any fees if the cancellation is made 24 hours or more prior to the scheduled appointment.
- 11.2 In the event of a cancellation made within 24 hours of the scheduled appointment, the client will be required to pay a cancellation fee. The cancellation fee shall amount to 25% of the one-hour coaching fee.
- 11.3 The cancellation fee is imposed to compensate the coach (provider) for the time and potential income lost due to the late cancellation.
- 11.4 Racing Prodigy reserves the right to modify or waive the cancellation fee at its discretion in exceptional circumstances.
- 11.5 Clients are responsible for initiating the cancellation process by contacting their coach or utilizing the cancellation functionality provided on the Racing Prodigy Coaching Marketplace platform.
- 11.6 It is recommended that clients communicate any cancellations as soon as possible to allow for proper rescheduling and to minimize any inconvenience caused to both parties.
- 11.7 Failure to attend a coaching session without prior notice will be considered a late cancellation and will result in the imposition of the cancellation fee.

- 11.8 The cancellation fee will be charged using the payment method provided by the client during the registration process on the Racing Prodigy Coaching Marketplace.
- 11.9 Refunds or credits for canceled sessions will not be provided except as otherwise determined by Racing Prodigy.
- 11.10 This cancellation policy is subject to the terms and conditions outlined in the Racing Prodigy Coaching Marketplace's Terms of Service.
- 11.11 By participating in the Racing Prodigy Coaching Marketplace, clients acknowledge and agree to abide by this cancellation policy.
- 12 Payment Disbursement Policy Racing Prodigy Coaching Marketplace:
 - 12.1 Coaches (Providers) participating in the Racing Prodigy Coaching Marketplace will have their payments available to be issued from revenues earned, after deducting Racing Prodigy's revenue share, every two weeks. These payments will be made based on the revenue generated from completed coaching sessions during the specified period.
 - 12.2 Coaches (Providers) are responsible for initiating the request for payment once the funds are available for disbursement every two weeks. Racing Prodigy will provide a clear process and timeline for coaches to request their payments through the Racing Prodigy Coaching Marketplace platform.
 - 12.3 Any additional fees or charges associated with payment disbursement, such as transaction fees, will be clearly communicated to coaches (providers) prior to initiating the payment request.
 - 12.4 The payment disbursement schedule and process may be subject to change at the discretion of Racing Prodigy. Coaches will be notified in advance of any modifications.
 - 12.5 Coaches (Providers) understand and acknowledge that Racing Prodigy's revenue share will be deducted from the earnings before payment disbursement.
 - 12.6 Racing Prodigy will make reasonable efforts to process and disburse the payments in a timely manner; however, the actual timing of funds availability may vary based on factors such as banking processes and payment provider timelines.
 - 12.7 Coaches (Providers) are responsible for ensuring that their payment details, including accurate banking or payment account information, are up to date and correctly entered into the Racing Prodigy Coaching Marketplace platform.
 - 12.8 Racing Prodigy reserves the right to withhold or delay payment disbursement if there is suspicion of fraudulent activity, violation of terms, or as required by law.
 - 12.9 This payment disbursement policy is subject to the terms and conditions outlined in the Racing Prodigy Coaching Marketplace's Terms of Service.
 - 12.10 By participating in the Racing Prodigy Coaching Marketplace, coaches (providers) acknowledge and agree to abide by this payment disbursement policy.

Disputes need to be filed within 24 hours of a coaching session