

Updated: April 22, 2022

CHESSREACH REFUND AND PAYMENT POLICY

Your purchase of and payment for lessons shall be regulated by this Refund and Payment Policy.

PLEASE READ IT CAREFULLY BEFORE MAKING A PAYMENT AS IT DETERMINES YOUR RIGHTS WITH REGARD TO YOUR PURCHASES, INCLUDING ESSENTIAL RESTRICTIONS AND EXCLUSIONS.

Chessreach strives to ensure clear understanding of financial relations between students and coaches with respect to the services we provide. This policy applies to all services and features made available through the Website and any related Chessreach mobile device application (collectively, the “**Services**”).

Coach-Student Transactions

Chessreach facilitates contracts between users (students (their parents) and coaches) by supplying a platform to request, deliver and pay for such services. Chessreach is only a platform and in no case will be a party to any contracts made by coaches and students, or any other services or materials provided by a coach. Chessreach will in no way be responsible for monitoring any transactions between students/parents, and coaches.

Billing Currency and Foreign Exchange Risk

Payment transactions will be processed in one of the available currencies as selected by you at checkout. Currently the currencies available to make payments are USD.

For your convenience prices may also be shown in your local currency other than USD. In this case the payment transactions will be processed in USD.

Note that if your selected currency is (a) other than USD or (b) different from your payment method’s billing currency, your payment may be processed outside of your country of residence. As a result, certain fees may apply, such as international transaction fees and foreign exchange fees, and the amount listed on your bank statement may be different from the amount shown at checkout.

Chessreach shall not be responsible for any such fees and currency fluctuations and Chessreach hereby disclaims all liability in that regard.

We suggest you contact your bank or credit card company if you have any questions about the fees or the applicable exchange rates.

Cancellation of a Lesson

Services can be cancelled any time up to 4 hours before the time scheduled is due to start and rescheduled thereafter.

Otherwise, you are liable to be charged the full amount for the scheduled service, unless the coach agrees not to charge you after a formal discussion.

We reserve the right for every coach to charge the cost of the service that is cancelled less than 4 hours before its due time, without possibility of this amount being refunded to the student or transferred to other coaches.

Refunds

To make a refund the cancellation of services is required to be made in 24 hours before the service is due to start.

If there are extenuating circumstances meaning a service is missed or needs to be cancelled at short notice, these refunds can be made at the coach's discretion, but there is no obligation on the coach to do so.

Please contact email support@chessreach.com with the following information within 72 hours of the original lesson time:

- Date and time of lesson
- Reason for requested refund
- Name of your tutor

The refund option will be available for your payment only during the period of 30 (thirty) days from the date when your payment was made for all unconfirmed lessons. Chessreach is not responsible for any kind of fee charged by payment systems and will not cover it when initiating a refund. To the fullest extent permitted by law, any refunds at any time are at our sole discretion only.

In case you chose a refund option, its speed and availability of refunded funds on your bank account will depend solely from the terms and policies of your bank regarding the speed of transactions.

Your refund may be issued only once. If you buy another service at a later time, it will not be subject to the same refund request.

No refund will be issued in case the user has lost and/or forgot his/her login credentials (username and passwords), which has resulted in loss of data, temporary loss of access to the user's account or any other inconveniences for the user.

No refund will be issued in case the user has lost connection due to the absence of Internet access, factory reset or updates.

Refund Procedure

You are required to send your refund request at support@chessreach.com.

The refund decision shall be made up to 30 calendar days.

To the fullest extent permitted by law, any refunds at any time are at our sole discretion only.

Chargeback Related

In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by us) in connection with your purchase of any lesson(s), you agree that we may suspend access to any and all accounts you have with us.

Fees, incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a payment provider, and disputes that require accounting or legal services shall be covered by you.

Expired Account

In case your last activity on Chessreach as of the last payment date is for more than 180 (one hundred eighty) days, your account will be considered expired and may get deleted. Along with your account or profile all personal data processed by Chessreach may be erased.

Deletion of an Account

You may request to delete your Account at any time, however, there are no refunds for cancellation.

In case Chessreach shall suspend or terminate your Account because of breach of any of our policies, you understand and agree that you shall receive no refund or exchange for any unused services or any portion of the Service, any content or data associated with your account, or for anything else.

Payment Services

We use third party payment services to bill you through an online payments account in lieu of directly processing your credit/debit card information. Your paid balance for one or more lessons is safe in your account as we use an integrated iframe for checkouts from our partners-payment providers (Stripe, PayPal) and coaches get payment for each confirmed service. Correspondingly all transactions are secured as our partners-payment providers use SSL encryption protection. All payment information is stored encrypted and securely by Stripe/PayPal. We do not store your payment information on our servers.

Data Provided by You

You agree and understand that billing information, which you provide to make payment for services through Chessreach, namely your credit card information and/or Stripe/PayPal account information, is processed by our partners-payment providers (Stripe, PayPal) only. Chessreach do not collect, store or otherwise process your billing information.

You agree that Chessreach will not be responsible for any failures of the third party to adequately protect such information. The processing of payments will be subject to the terms, conditions and privacy policies of our partners-payment providers in addition to this policy.

You acknowledge that we may change our partners-payment providers and require them to transfer your information to other service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.

Payments and Taxes

Available payment methods through our Services are:

- Visa/Mastercard
- PayPal

All payments shall be made through the Services. Upon receiving payment from a student (or a parent on a student's behalf), Chessreach will hold such payment and disburse it to the applicable coach on a pro-rata basis on a per service basis. All Users agree that they will not sell or buy coach services or materials from another User other than through our Services.

Coaches, students and parents will be liable for all transaction fees on the services related to the delivery and consumption of services through our Website.

Registering to become a user of Chessreach is free. Parties are responsible for paying all fees and applicable taxes associated with delivery and consumption of services through our Website, as well as for using the tools with a valid payment method. We charge coaches a commission for our Services. Coaches' failure to pay required fees shall be a material breach of this Policy and [Terms of Service](#)

Payouts

Coaches get payment for each confirmed lesson by a student to their account on the platform. To make the payout Chessreach will transfer the balance of coach via our third-party payment services (Stripe, PayPal) for the secured transactions. Please read more about the privacy and security of such transactions in our [Privacy Policy](#).

Other

Chessreach is not a bank or any type of a financial institution, we do not provide any financial services or advice. Any payments made via our platform are made solely for the purpose of consumption and delivery of services between students and Coaches. Such payments may not be made and used for any fraudulent, criminal, or illegal activity as defined by the law.