FULL NAME of PROGRAM PARTICIPANT:	
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Terms of Service

These Terms of Service state how you may access our Website and other platforms and how you may use the *Certified Event Contract Professional Certification™* Program Materials.

Please read these Terms of Service carefully. We reserve the right to change these Terms of Service from time to time on notice to you. By purchasing or using any of our Programs, Products, Services and Program Materials, now or in the future, you are agreeing immediately upon said purchase to the Terms of Service as they appear, and agree that you are legally bound by them, whether or not you have read them. If at any time you do not agree with these Terms of Service, please do not use our Programs, Products, and Services or Program Materials.

Words You Need to Understand

"Agreement" or "contract" means all of: these Terms of Service, any documents which you and the Company have signed and the Credit Card Payment Authorization Form you have completed.

"Client" or "you" means any purchaser or user of the Certified Event Contract Professional Certification™ Program Materials.

"Company", "we", "us" or "me" means [Name of Company] doing business as Planner Protect Inc™.

"Programs, Products, Services and Program Materials" mean the *Certified Event Contract Professional Certification™* Program which may be delivered in any manner including but not limited to but not limited to in-person, phone, Zoom, Skype, webinars, masterclasses, Facebook Live Videos, videos, audios, books, e-books, social media, blog articles, or otherwise in a variety of settings such as individual coaching sessions, individual consulting sessions, group programs including but not limited to masterminds, classes, workshops, events, retreats, seminars, or trainings. What you can specifically expect from any program will be included in the sales or information page for said program.

"Program Materials" mean any video, audio, printed or written text or work including but not limited to drafts, online or printed documents, or other materials created by us that are provided to you for your educational and informational purposes or through our Programs, Products, Services and Program Materials.

"Terms of Service" includes this document and all the standard provisions that form part of every contract we enter into with each purchaser, client and user (including you) of any of our Programs, and Services, as amended from time to time by us in our sole discretion, without notice to you.

"Improper and/or Unauthorized Use" includes and is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium any Program Materials or any other information accessed or purchased through our Programs, and Services for your own business or commercial use or in any way whether that way earns you money or valuable consideration or not.

How You May Use Our Programs, Products, Services and Program Materials

You consent to use our Programs, Products, Services and Program Materials as described in the following paragraphs, which collectively are referred to as the "Terms of Service".

By purchasing or using any of our Programs, Products, Services and Program Materials, you agree to abide by these Terms of Service and the Contract you have signed, and you acknowledge and agree that you are required to act in accordance with them. Accessing, purchasing, or using our Programs, Products, Services and Program Materials, in any manner, constitutes and is evidence of your use of them, and your agreement to be bound by these Terms of Service.

All of our Programs, Products, Services and Program Materials are intended solely for persons who are 18 years of age or older. Any registration by, use of, or access to any Programs, Products, Services and Program Materials by anyone who is younger than 18 years of age is unauthorized, unlicensed and violates these Terms of Service. By purchasing or using any Programs, Products, Services and Program Materials, you represent and warrant that you are at least 18 years of age.

Certification Process

Upon successful completion of the *Certified Event Contract Professional Certification™* Program, you will be certified as a *Certified Event Contract Professional (CECP™)* and be featured on our website. Successful completion of the Program is dependent on the following:

- 1. Payment in full of the Program Fees;
- 2. Completion of ALL modules and passing of ALL unit tests;
- 3. Completion of a contract review based on the teachings of the Program; and
- 4. A minimum grade of 80% on the final examination;

These requirements are subject to change on thirty (30) days' notice to you.

This *Certified Event Contract Professional Certification*™ Program requires no annual renewal or continuing education credits to be completed.

Intellectual Property Rights

Our Limited License to You

Our Programs, Products, Services and Program Materials are our property or are used by us with authorization from the owner, and are protected by copyright, trademark, and other intellectual property laws. This means you can only use and access our Programs, and Services, and Program Materials in the ways and to the extent we say you can, as described in greater detail in the following paragraphs.

The content in our Programs, Products, Services and Program Materials is solely owned by or licensed to us, unless expressly indicated otherwise. This content includes, but is not limited to, the design, layout, look, appearance, graphics of our Programs, Products, Services and Program Materials or any other material or aspects of materials provided by us to you. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms of Service.

If you purchase or access any of our Program Materials or Products, you will be considered our Licensee. To clarify, all content obtained through us is solely and completely our property or is provided under a license granted to us, and you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only. This means you may not use

Our Limited License to You (cont'd)

our Programs, Products, Services and Program Materials in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us.

You are being granted a limited license to use our Programs, Products, Services and Program Materials with permission and restrictions. This means that when you purchase a Program, Product, and/or Service from us, you are purchasing the limited right to use the Program Materials with certain conditions as specified in these Terms of Service. The format and methodology of our Programs, Products, Services and Program Materials are subject to change at the Company's sole discretion, at any given time.

Any trademarks, taglines, and logos displayed on our Program Materials are trademarks belonging to us or to the entity which has granted us a licence to use same. All trademarks reproduced on our website, of which we do not own or hold a licence, are acknowledged on our website. Any use including framing, meta tags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our express written consent, or permission granted in these Terms of Service.

Use of the "CECP™" logo

For those trademarks, taglines, and logos for which you are granted permission to use after you have successfully completed the *Certified Event Contract Professional™* Program and have been certified under the program, including the "CECP™" logo, the trademark indicia must be included at all times. Any marketing or promotional tools and/or Program, Service titles or any other title or information of ours bearing the trademark symbols (™) or ® may not be used by you for any reason unless you ask us in writing if you may do so, and we answer in writing and state that you may do so.

Upon certification, as set out later in these Terms of Service, you may use the "CECP™" logo on your professional website, in presentation slides, speaker one-sheet, social media profiles, stationary, email signatures and back of business cards.

You acknowledge that CECP™ is not a regulated term, that we have no registered trademark for the term at this time and that we cannot guarantee that no one else will use the term.

All rights not expressly granted in these paragraphs in these Terms of Service or in any written licence, are reserved by us.

Information You Must Not Share with Others

As a Licensee, you understand and acknowledge that our Programs, Products, Services and Program Materials have been created, developed, or obtained by us through the investment of significant time, effort, and expense, and that this information is a valuable, special, and unique asset of ours which needs to be protected from Improper and/or Unauthorized Use.

When you enroll in or purchase any of our Programs, Products, and Services, you agree that you are clearly and expressly prohibited from doing any of the following acts:

- (a) You will not copy, share, or steal our Programs, Products, Services and Program Materials or any parts of them.
- (b) You will not in any way use, copy, adapt or represent any of our Programs, Products, Services and Program Materials or their content in any way as if they are yours or created by you.
- (c) You will not engage in the Improper and/or Unauthorized Use of our Programs, Products, Services and Program Materials.
- (d) You will not duplicate, share, trade, sell, or otherwise distribute our Programs, Products, Services and Program Materials to any other person, for their personal, business, or commercial use or in any way that earns them money, whether it was known to you or not at the time that you shared the information that their intention was to use the Program Materials for their own personal, business or commercial use. This means you cannot share or sell any part of our Programs, Products and Services or Program Materials to another person or business, so they can copy, reproduce, sell and/or use them for their own personal, business, or commercial use or in any way that earns them money or for valuable consideration. You are the only one granted a limited licence to use our Programs, and Services, and Program Materials.

- (e) You will not violate our intellectual property rights, including copyright and trademark rights by downloading, printing, or otherwise using our Programs, Products, Services and Program Materials for publication or compilation into your own, Programs, Services or Program Materials for your own personal, business or commercial use or in any way that earns you money.
- (f) You will not use our Programs, Products, Services and Program Materials in a manner that constitutes an infringement of our rights or that we have not first approved in writing.
- (g) You may not engage in Improper and/or Unauthorized Use of our Products, Program Materials or any other information related to our Programs, and Services.

Your Licence to Us

By posting or submitting any material on or through our Products, Programs, Products and Services or Program Materials such as comments, posts, photos, images or videos or other contributions, you are representing and warranting that you are the owner of all such materials and are at least 18 years old. Furthermore, you consent to the following:

- (a) When you submit to us or post any comment, photo, image, video or any other submission for use on or through our Programs, Products, Services and Program Materials, you are granting us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide licence to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such contributions, in whole or in part, in any manner or in any medium, now known or developed in the future, for any purpose, and granting us the right to make it part of our current or future Website, Programs, Products, and Services and/or Program Materials. This right includes granting us use or exploitation of proprietary rights or intellectual property rights like copyright, trademark, service mark, trade secrets, patent rights or any other of your intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you.
- (b) You also grant us, and anyone authorized by us, the right to identify you as the author of any of copy, comments, posts, photos, images, videos or other contributions by name, email address, or screen name. You acknowledge that we have the right but not the obligation to use and display any contributions from you of any kind, and that we may elect to cease the use and display of any such contributions in our Programs, Products, Services and/or Program Materials in our sole discretion, at any time for any reason whatsoever.

Media Release

By participating in our Programs, and Services, and using our Products and Program Materials, including on social media, you consent to photographs, videos, audio recordings, transcripts, copy or written or printed text that may contain you, your voice and/or your likeness, any we reserve the right to use them in our sole discretion in our current or future Programs, Products, Services, or Program Materials and/or our marketing or promotional efforts, without compensation to you at any time, now or at any time in the future.

Delegation

The Client acknowledges and understands that **Heather Reid ARCT MSc, CEO & Founder of Planner Protect Inc™** may not always be directing the group meetings, and that they reserve the right to delegate the said task to the well-trained representatives on their team. The **CECP™** representatives shall provide and assist in the provision of any part of the services stated herein or the discharge of any other obligations or duties under this Agreement without the consent or approval of the Client.

No Solicitation of Clients

During the time when you are accessing our Programs, Products or Services and for a period of one year thereafter, you will not contact or solicit any designated clients of *Certified Event Contract Professional*™ **Program** for the purpose of selling to the designated clients any programs, products, program materials and services which are the same as or substantially similar to, or in any way competitive with, the services provided by *Certified Event Contract Professional*™ **Program** at any point during the Period of this Agreement. For the purposes of this section, a "designated customer or client" means a person who

was a customer or client of the *Certified Event Contract Professional™* Program before, during or after the period during which you are accessing our Programs, Products or Services

Diversity & Inclusion Policy

The *Certified Event Contract Professional*™ Program and its community, Website, Programs, Products, Services and Program Materials offered are open and accessible to all ambitious and driven individuals from anywhere in the world, from any background, culture or intersection and/or any intersectionality wanting to improve their mindset. We value differences and diversity.

Our diversity policy is applicable—but not limited—to our practices and policies; training; promotions; programs; and the ongoing development of a platform built on the premise of diversity, equity and inclusion that encourages and enforces respectful communication and cooperation between all users of this platform and user contributions to the communities we serve to promote a greater understanding and respect for the diversity. All users of the platform have a responsibility to treat others with dignity and respect at all times. All users are expected to exhibit conduct that reflects inclusion. Any user found to have exhibited any inappropriate conduct or behavior against others may be subject to removal from our platform. Users who believe they have been subjected to any kind of discrimination that conflicts with our diversity policy should contact us at <code>admin@plannerprotect.ca</code>.

Community and Commenting Policy

We welcome constructive and positive feedback and use the feedback received to improve our client experience. It is our priority to create an experience for our clients to ensure that they remain clients for the lifespan of their career. We value our clients and community for the deep participation that occurs within the comment section of our website, private Facebook groups and other platforms as well as the spirited discussion that goes on in our Office Hours. Here are some tips to consider when engaging with our community:

- Communicate with your audience in mind: Is your comment appropriate for the community?
- Revise: Can I make this calmer and clearer? Can I be more concise?
- **Support what you say**: Can I make negative feedback more constructive? Can I elaborate further on positive feedback? Can I provide sources that support my claim?
- Review how you say it: Does my comment encourage a healthy discussion or is it going to put others on the defensive?

When participating in group-based activities, you will refrain from making negative or defeatist comments or detracting from the purpose of the group. Please remember that it is your responsibility to examine any advice or suggestions provided and determine whether they are appropriate for your situation. We bear no responsibility for decisions made on the basis of comments made on any of our platforms.

To help you avoid the frustrations of comment removal, here are some reasons your comment may be removed:

- Not appropriate for the platform;
- Inappropriate language;
- Terms of Service violations;
- Excessive posting of the same comment or link;
- · Aggressive solicitation of other members;
- Stereotyping, i.e., sweeping generalizations of any group or individual based on race, gender, religion, sexual orientation, ability or age.

If you see or hear something that you think may violate our guidelines, please help us by emailing: **admin@plannerprotect.ca**. We will review these reports and work as guickly as possible to remove content that doesn't meet our guidelines.

Request from You for Permission to Use Content We Have Created and Shared with You

Any request for written permission to use our Programs, Products and Services or Program Materials in whole or in part, or any other intellectual property or property belonging to us should be made IN WRITING – BEFORE YOU WISH TO USE IT. To ask for our permission, please contact us at the email address provided on the last page of these Terms and Conditions.

We very clearly state that you may not use our Programs, Products and Services or Program Materials in whole or in part, in any way that is contrary to these Terms of Service, unless we have given you specific WRITTEN PERMISSION to do so, in email or any other written format we determine is appropriate.

If you are granted permission by us, <u>you agree to use the SPECIFIC CONTENT that we allow and ONLY in the ways for which we have given you our written permission</u>.

If you choose to use the content in ways that we do not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such content from us, and you consent to immediately stop using such content and to take whatever actions as we may request and by the methods and in the time frame that we say and prescribe to protect our intellectual property and ownership rights in our Programs, Products, and Services or Program Materials.

Personal Responsibility and Assumption of Risk

You agree that you are using your own judgement in using our Programs, Products, Services and Program Materials, and you agree that you are doing so at your own risk. You agree and understand that you assume all risks and **no results are guaranteed in any way related to our Programs, Products, Services and Program Materials**. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Programs, Products, Services and Program Materials.

DISCLAIMER

To the fullest extent permitted by applicable law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Programs, Products, Services and Program Materials, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental distress, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, in law or in equity, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. You specifically acknowledge and agree that we are not liable for any defamatory, offensive, or illegal conduct of any other program, products, service or Program Materials participant or user, including you.

Legal and Financial Disclaimer

Our Programs, Products, Services and Program Materials are not to be perceived OR relied upon in any way as business, financial or legal advice. The information provided through our Programs, Products, Services and Program Materials, including the templates we provide, is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, or financial advisor. We are not giving financial or legal advice in any way. You are hereby advised to consult with your own accountant, lawyer, or financial advisor for any and all questions and concerns you have regarding your own income and taxes pertaining to your specific financial and/or legal situation. You agree that we are not responsible for your earnings, the success or failure of your business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Programs, Products, Services and Program Materials. You are solely responsible for your results.

Earnings Disclaimer

You acknowledge that we have not and do not make any representations as to the future income, expenses, sales volume or potential profitability or loss of any kind that may be derived as a result of your participation in this Program, Services or use of our Program Materials. We cannot and do not guarantee that you will attain a particular result, positive or negative, financial

or otherwise, through the use of our Programs, Products, Services and Program Materials, and you accept and understand the results differ for each individual. We also expressly disclaim responsibility in any way for the choices, actions, results, use, misuse or non-use of the information provided or obtained through any of our Programs, Products, Services and Program Materials. You agree that your results are strictly your own and we are not liable or responsible in any way for your results.

Warranties Disclaimer

We make no warranties as to our Programs, Products, Services and Program Materials. You agree that our Programs, Products, Services and Program Materials are provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant IN LAW AND IN EQUITY, we disclaim all warranties, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Programs, Products, Services and Program Materials will be functional, uninterrupted, correct, complete, appropriate, or error-free, that defects will be corrected, or that any part of the website content are free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of our Program, Products, Services, Program Materials or Copy or on third-party websites in terms of their correctness, accuracy, timeliness, reliability, or otherwise.

Technology Disclaimer

We try to ensure that the availability and delivery of our Programs, Products, Services and Program Materials is uninterrupted and error-free, including our content and communications through methods like our website, member forum, private Facebook groups, email communications, videos, audio recordings, Zoom calls, recorded Zoom calls, downloadable PDF handouts/slides, handouts, e-books, or any other materials provided by us to you. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance, or updates, although of course, we will try to limit the frequency and duration of suspension or restriction. To the fullest extent permitted by law, we will not be liable to you for damages or refunds, or for any other recourse, should our Programs, Products, Services and Program Materials become unavailable or access to them becomes slower incomplete due to any reason such as system backup procedures, Internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make our Programs, Products, Services and Program Materials inaccessible to you.

Force Majeure

We shall not be liable for any loss, damage or delay in fulfilling our obligations pursuant to this Agreement caused by or resulting from conditions or causes beyond our reasonable control including but not limited to power outages, riots, fire, flood, explosion, governmental controls or regulations, epidemics or other public health emergencies, civil insurrections, acts of terrorism, civil or military authority, and inability to obtain necessary supplies and materials or perform our obligations due to such causes.

Links to Other Websites

We may provide links and pointers to other websites or platforms maintained by third parties that may take you outside of our Programs, Products, Services and Program Materials. These links are provided for your convenience and the inclusion of any link in our Programs, Products, Services and Program Materials to any other website does not imply our endorsement, sponsorship, or approval of that website or of its owner. We assume no responsibility for errors or omissions caused by other websites that may be included in our Programs, Products, Services and Program Materials. We have no control over the contents or functionality at those websites and so we accept no responsibility for any loss, damage, or otherwise that may arise from your use of them and therefore we do not guarantee the accuracy, completeness, or usefulness of any other website or their content.

By purchasing and/or using our Programs, Products, Services and Program Materials in any way or for any reason, you also implicitly agree to our full disclaimer which is contained in these Terms of Service, and which may be found on our website.

Indemnification, Limitation of Liability and Release of Claims

Indemnification

You agree at all times to defend, indemnify and hold us harmless, as well as any of our agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses on a solicitor client basis, arising out of or related to our Programs, Products, Services and Program Materials, or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Service or in any other agreement with us, to the full extent permitted by applicable law.

Limitation of Liability

We will not be held responsible or liable in any way for the information, or materials that you request or receive through or on our Programs, Products, Services and Program Materials. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors or otherwise who is engaged in producing or rendering our Programs, Products, Services and Program Materials, or in any way. In the event that you use our Programs, Products, Services and Program Materials or any other information provided by us or affiliated with us, to the extent that is legally permissible under applicable law, we assume no responsibility.

Release of Claims

In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Programs, Products, Services and Program Materials, and you hereby release us from any and all such claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties, to the fullest extent allowable by applicable law.

Your Conduct

You are agreeing that you will not use our Programs, Products, Services and Program Materials in any way that causes or is likely to cause the Programs, Products, Services and Program Materials or access to them either to be interrupted, damaged, or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to us.

You must use the Programs, Products, Services and Program Materials for lawful purposes only.

Communication Guidelines

If you have a question or concern about your Programs, Products, Services, Program Materials or Copy, you may contact us by email at the email address provided on the last page of these Terms of Service and we will do our best to reply to your question or concern.

Purchases and Online Commerce

Authorization and Permission

If paying by credit card, you give us permission to automatically charge your credit card as payment for your Programs, Products, Services and Program Materials, without any additional authorization, for which you will receive an electronic receipt. Should you be provided with an invoice, you are required to manually pay it by the date due on the invoice, or your Programs, Products, Services and Program Materials will be put on hold and suspended until payment is made.

You agree to only purchase our Programs, Products and Services for yourself or for another person for whom you are legally permitted to do so or for whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf. You agree to use our Programs, Products, Services and Program Materials for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

Late Payments

In the event that payment is not received by the date due, you will have a 5 business-day grace period to make the payment. If you fail to make the payment within the grace period, we reserve the right to terminate your access to the Programs, Products, Services and Program Materials immediately and permanently.

If you fail to make payment in a timely manner in accordance with these Terms of Service, or if you voluntarily decide to withdraw from our Programs, Products, Services and Program Materials Services at any time or for any reason whatsoever, you still will remain fully responsible for the entire cost of the Programs, Products, Services and Program Materials.

We also reserve our right to seek payment from you for any delinquent payment that is not provided by or upon the date due by enlisting the help of a collection agency or legal counsel, and we may exercise our right to report your delinquent payment to all three credit reporting agencies, either directly or through the help of a collection agency.

Chargeback Threats, Reversal of Payment, Payment Cancellations, and Actual Chargebacks

Since we have a clear and explicit refund policy in these Terms of Service that you have agreed to prior to completing the purchase of any of our Programs, Products, Services and Program Materials, you agree that any type of chargeback threat, reversal of payment, payment cancellation, actual chargeback or claim from your credit card company, financial institution, or any other payment service will constitute a breach of these Terms of Service on your part.

In the event that a chargeback, reversal of payment, or payment cancellation is initiated by you or we receive a chargeback threat, we reserve the right to report the incident to all three credit reporting agencies, or any other entity for inclusion in any chargeback database or for listing as a delinquent account, which could have a negative impact on your credit report score. The information reported will include your name, email address, payment date, payment amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

Sharing Information with Payment Processing Company

All information obtained during your purchase or transaction for our Programs, Products, Services and Program Materials, and all information that you give us is part of the transaction such as your name, address, method of payment, credit card number, and billing information, may be collected both by us and our payment processing company.

Payment processing companies and merchants may have privacy and data collection practices and policies that are different from ours, we have no responsibility or liability for these independent policies of the payment processing companies and merchants. In addition, when you make certain purchases through our Programs, Products, Services and Program Materials, you may be subject to the additional terms and conditions of the payment processing company, merchant, or us that specifically apply to your purchase. For more information regarding a merchant and any terms and conditions that may apply, visit that merchant's website or contact the merchant directly.

You release us, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them arising from your purchase or use of our Programs, Products, Services and Program Materials.

REFUND POLICY

Your satisfaction with your Programs, Products, Services and Program Materials is important to us. Yet, because of the extensive time, effort, preparation, and care that goes into creating and/or providing our Programs, Products, Services and Program Materials, we have a no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Programs, Products, Services and Program Materials, and no refunds

will be provided to you at any time. By using and/or purchasing any of our Programs, Products, Services and Program Materials, you understand and agree that all sales are final upon signing the contract, and that our fee is fully payable at that time, and no refunds will be provided.

Termination

You have the right to terminate your use of or participation in our Programs, Products, or Services, Program Materials and Copy at any time by contacting us IN WRITING, including by e-mail.

We reserve the right in our sole discretion to refuse or terminate your access to our Programs, Products and Services or Program Materials, in full or in part, at any time, without notice, by sending you an email to the email address you provided to us during registration or enrolment.

In the event of cancellation or termination by either of us, you will have 24 hours to pay any and all remaining payments or balances that are owed to us.

Upon termination by either of us, we reserve the right to immediately refuse or terminate your access to any aspect of our Programs, Products and Services, and/or our Program Materials, including but not limited to our website, private forum, email communications, Facebook groups, Zoom calls, live webinars or conference calls, recordings of any such communications, or any other method of communications related to our Programs, Products, Services and Program Materials at any time without notice and in our sole discretion.

<u>Dispute Resolution (excluding residents of the Province of Quebec)</u>

It is hoped that should we ever have any differences, we will be able to work them out amicably through email correspondence and telephone conference calls. However, should we be unable to seek resolution within a reasonable time as determined in our sole discretion, you agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator who practices in the Province of Ontario, Canada, selected jointly by us. Before seeking arbitration, you must contact us in writing, and include all of your reasons for dissatisfaction with your Program, Products and Services or Program Materials. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your payment made to date. No other actions or financial awards of consequential damages, punitive or aggravated damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment in any court of competent jurisdiction in Ontario, Canada.

You also agree that should arbitration take place, it will be held in the City of London in the Province of Ontario, Canada, as this is where our business is located, and you further agree that the winning party shall be entitled to all reasonable lawyer's fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, whether in public or in private including but not limited to on social media, either directly or indirectly, designed to disparage us, our company, or any of our Programs, Products, and Services or Program Materials. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as part of the legal process.

Changes to Our Terms and Conditions

We reserve the right to change these Terms and Conditions at any time by giving you advance notice of the changes by email or in writing. These changes will become effective 30 days after receipt of the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Your continued use of our Programs, Products, Services and Program Materials after any change to these Terms and Conditions and our notifying you will constitute your acceptance of such change. If you do not agree with the changes to these Terms and Conditions, you can choose to discontinue the use of our Programs, Products, Services, and Program Materials.

Governing Law

These Terms of Service and all contracts and agreements between us shall be construed and interpreted according to the laws and regulations of the Province of Ontario and of Canada as applicable.

Survival

These Terms of Service, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and our refund policy will survive the termination of our agreement by either you or by us.

ENTIRE AGREEMENT

These Terms of Service supersede all prior representations, arrangements, negotiations, understandings and agreements between you and us, both written and oral, relating to the Programs, Products and Services or Program Materials which you have purchased from us, and sets forth the entire complete and exclusive agreement and understanding between us. Further neither of us has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in these Terms of Service.

SEVERABILITY

If any provisions in the Agreement are construed by a court of competent jurisdiction to be void or unenforceable for any reason, it shall be deemed to be severed from the Agreement and shall not affect the validity or enforceability of all other provisions in the Agreement, which shall remain in full force.

Time

Time shall be of the essence in all respects of the Agreement.

Contacting Us

Whenever a provision in these Terms of Service state that you are to contact us in writing, we ask that you send an email to admin@plannerprotect.ca.

If you have any questions about any provisions in these Terms of Service, please do not hesitate to contact us.