

Website Terms of Use

The following Terms of Use are entered into by and between You and Third Age Wonder, Inc. DBA Tracy Seider Coaching (“**Company**”, “**we**”, or “**us**”).

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of tracyseidercoaching.com, including any content, functionality and services offered on or through tracyseidercoaching.com (the “**Website**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If you do not want to agree to these Terms of Use including the agreements incorporated by reference herein, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes To the Terms Of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Privacy

Your use of the Website is also subject to the Company’s Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms of Use.

Disclaimer

Your use of the Website is also subject to the Company’s Disclaimer. Please review our Disclaimer, which also governs the Website and informs users of various limitations regarding the information provided on the Website. Your agreement to the Disclaimer is hereby incorporated into these Terms of Use.

Accessing The Website And Account Security

We reserve the right to withdraw or amend this Website and any service or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and any resources downloaded from the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

No Unlawful Or Prohibited Use And Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and the resources available for download from the Website strictly in accordance with these Terms of Use.

As a condition of your use of the Website, you warrant to the Company that you will not use the Website or any of the resources available for download from the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website or any of the resources available for download from the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website or any of the resources available for download from the Website.

The Company content is not for resale. Your use of the Website or any of the resources available for download from the Website does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized by these Terms.

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Accuracy And Personal Responsibility

As set forth more fully in the Disclaimer, we have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information, but we cannot guarantee the accuracy of the information. Neither the Company nor any of its owners or employees shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Website.

No Guarantees As To Results

As set forth more fully in the Disclaimer, you agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Company provides educational and informational resources that are intended to help users of this Website succeed. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

Email And Other Electronic Communications

Visiting the Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by e-mail, and there are various places on this Website that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

Use Of Communication Services

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “**Communication Services**”), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized the Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided To The Website

The Company does not claim ownership of the materials you provide to the Website (including feedback and suggestions) or post, upload, input or submit to any Website or our associated services (collectively “**Submissions**”). However, by posting, uploading, inputting, providing, or submitting your Submission you are granting the Company, our affiliated companies, and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company’s sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Links To Third Party Websites And Services

The Website may contain links to other Websites (“**Linked Websites**”). The Linked Websites are not under the control of the Company and the Company is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Website or any association with its operators.

Certain services made available via the Website are delivered by third-party Websites and organizations. By using any product, service, or functionality originating from the Website, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of the Website’s users and customers.

Use of Paid Courses, Programs, and Associated Material

The Company from time-to-time provides various courses, programs, and associated material for sale on this Website. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our courses, programs, and associated material (collectively the “**Courses**”) for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Courses in any manner.

By ordering or participating in Courses, you agree that the Courses you purchase or download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

By ordering or participating in Courses, you further agree that you shall not create any derivative work based upon the Courses and you shall not offer any competing products or services based upon any information contained in the Courses.

Use Of Free Downloadable Content

The Company provides various resources on this Website, which users may access by providing an e-mail address. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our resources provided in exchange for an email address (the “**Freemium Content**”) for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Freemium Content in any manner.

By downloading the Freemium Content, you agree that the Freemium Content you download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

By downloading the Freemium Content, you further agree that you shall not create any derivative work based upon the Freemium Content and you shall not offer any competing products or services based upon any information contained in the Freemium Content.

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Arbitration

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to this Website, the Company, any and all contracts you enter into with the Company, and any and all of the Company's products and services.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Toronto, Ontario, Canada. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

International Users

The Service is controlled, operated and administered by the Company from our offices within Canada. If you access the Service from a location outside of Canada, you are responsible for compliance with all local laws. You agree that you will not use the Company Content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Website

or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

Termination And Access Restriction

The Company reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, and you hereby consent to resolve any and all disputes arising under or related to this Website or the Terms of Use pursuant to the Arbitration Clause above. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

No Joint Venture Or Other Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Website. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Company with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Entire Agreement

Unless otherwise specified herein, this agreement, along with the Privacy Policy and Disclaimer, constitutes the entire agreement between the user and the Company with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

The Company reserves the right, in its sole discretion, to change the Terms under which the Website is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

The Company welcomes your questions or comments regarding the Website Terms of Use:

Tracy Seider Coaching
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RPO New Westminster
Vaughan ON L4J 0J3
Canada

Email Address: support@tracyseidercoaching.com

Effective as of May 6, 2021

Terms of Use for our Programs and Services

These Terms of Use for our Programs and Services state how you may use our Programs, Services, and Program Materials.

Please read these Terms of Use carefully. We reserve the right to change these Terms of Use from time to time without notice to you. By purchasing or using any of our Programs, Services, or Program Materials, now or in the future, you are agreeing immediately upon said purchase to the Terms of Use 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 Use, please do not use our Programs, Services, or Program Materials.

Words You Need to Understand

“**Agreement**” or “**contract**” means all of: the documents which you and the Company have signed and the Credit Card Authorization Form you have signed

“**Client**” or “**you**” means any purchaser, client and/or user of any of our Programs, Services, or Program Materials.

“**Company**”, “**we**”, “**us**” or “**me**” means **Third Age Wonder Inc DBA Tracy Seider Coaching**. “**Programs and Services**” mean any paid program or service, group course or program including but not limited to a mastermind, e-course, downloadable information product, e-book, or other service or course where we provide content for educational and informational purposes that is not permitted to be reproduced or used in your own business for commercial use or in a way that earns you money. Programs and Services may be delivered in ways including but not limited to in-person, phone, Zoom, Skype, webinars, Facebook Live Videos, teleseminars, videos, audios, books, e-books, products, 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.

“**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 and Services.

“**Terms of Use**” 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 that earns you money or that you trade for valuable consideration.

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

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

By purchasing or using any of our Programs, Services, and Program Materials, you agree to abide by these Terms of Use 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, 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 Use.

All of our Programs, 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, Services, and Program Materials by anyone who is younger than 18 years of age is unauthorized, unlicensed and violates these Terms of Use. By purchasing or using any Programs, Services and Program Materials, you represent and warrant that you are at least 18 years of age.

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For those trademarks, taglines, and logos for which you are granted permission to use, the trademark indicia must be included at all times. Any marketing or promotional tools and/or Program and 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.

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As a Licensee, you understand and acknowledge that our Programs, 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 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, Services, or Program Materials or any parts of them.
- (b) You will not in any way use, copy, adapt or represent any of our Programs, Services, or 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 and Services.
- (d) You will not duplicate, share, trade, sell, or otherwise distribute our Programs and Services, or 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, 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, Products 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, Services, or 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, Services, or 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 Program Materials or any other information related to our Programs and Services.

You understand and agree that doing, participating in directly or indirectly or engaging in the prohibited, Improper and/or Unauthorized Use of our Programs, Services, or Program Materials as set forth in these Terms of Use is considered theft and stealing. You agree and understand that prohibited use, Improper and/or Unauthorized Use may give rise to a civil claim for damages and may be turned over to the police for investigation as a criminal offence.

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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, 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, 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 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, 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 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 and 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.

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

Any request for written permission to use our Programs, 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, Services, or Program Materials in whole or in part, in any way that is contrary to these Terms of Use, 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, you agree to use the SPECIFIC CONTENT that we allow and ONLY in the ways for which we have given you our written permission.

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, Services, or Program Materials.

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You agree that you are using your own judgement in using our Programs, 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, 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, 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, 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, Service, or Program Materials participant or user, including you.

Medical Disclaimer

Our Programs, Services, and Program Materials contain general information about exercise, medical conditions, nutrition, health and diets. The information is not advice and should not be treated as such. The medical information on this website is provided without any representations or warranties, express or implied. We make no representations or warranties in relation to the medical information on this website.

Before starting any diet or exercise regime, you should speak to your doctor. You must not rely on the information on this website as an alternative to medical advice from your doctor or other professional healthcare provider. If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider. If you think you may be suffering from any medical condition, you should seek immediate medical attention.

Legal and Financial Disclaimer

Our Programs, Products and 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, Services, and Program Materials 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, 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, 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, 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, Services, and Program Materials. You agree that our Programs, 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, 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, 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, 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, webinars, recorded webinars, teleseminars, recorded teleseminars, downloadable MP3/4 audio files, downloadable PDF printed transcripts, 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, Services, and Program Materials become unavailable or access to them becomes slower or 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, Services, and Program Materials inaccessible to you.

Errors and Omissions

We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information in our Programs, Services, and Program Materials. Every effort has been made to present you with the most accurate, up-to-date information, but we cannot be held responsible or accountable for the accuracy of our content. You acknowledge that such information may contain inaccuracies or errors and we are not liable for any such inaccuracies or errors to the fullest extent permitted by law.

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, 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 maintained by third parties that may take you outside of our Programs, Services, and Program Materials. These links are provided for your convenience and the inclusion of any link in our Programs, 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, 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, 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 Use, 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, Services, and Program Materials, or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Use 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, Products or materials that you request or receive through or on our Programs, 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, Services, and Program Materials, or in any way. In the event that you use our Programs, 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, 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, Services, and Program Materials in any way that causes or is likely to cause the Programs, 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, Services, and Program Materials for lawful purposes only.

Communication Guidelines

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

PURCHASE AND ONLINE COMMERCE

Authorization and Permission

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

You agree to only purchase our Programs 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, 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 five (5) 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, Services, and Program Materials immediately and permanently.

If you fail to make payment in a timely manner in accordance with these Terms of Use, or if you voluntarily decide to withdraw from our Programs, 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, 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, & Actual Chargebacks
Since we have a clear and explicit refund policy in these Terms of Use that you have agreed to prior to completing the purchase of any of our Programs, 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, Stripe, PayPal, financial institution, or any other payment service will constitute a breach of these Terms of Use 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, 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, 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, Services, and Program Materials.

APPOINTMENTS

Rescheduling or Cancelling Appointments

If you have booked a private, one-on-one, or any other meeting with us in any medium including but not limited to by telephone, Zoom call, Skype ("Appointment") and you need to reschedule or cancel, you must contact us at least 24 hours in advance so we may select an alternative and mutually agreeable time for your make-up session. However, for appointments that you attempt to reschedule or cancel less than 24 hours in advance of the scheduled time of the Appointment, you forfeit the Appointment and you will not have the opportunity to reschedule it or make it up.

Missed Appointments

Should you miss your scheduled Appointment without providing at least 24 hours advance notice, you forfeit it. Because we have made time available in the schedule, it affects how many other clients may be served, and for that reason, we do not offer makeup sessions for “no-shows” or missed appointments.

REFUND POLICY

Your satisfaction with your Programs, 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, 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, Services and Program Materials, and no refunds will be provided to you at any time. By using and/or purchasing any of our Programs, 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.**

CONFIDENTIALITY AND PRIVACY

Our Privacy Policy forms part of these Terms of Use and may be found above.

Termination

You have the right to terminate your use of or participation in our Programs, Services, or 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, Services, Program Materials or Copy, 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, 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, Services, and Program Materials at any time without notice and in our sole discretion.

Dispute Resolution

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, 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.

By purchasing our Programs, Services or Program Materials, you are agreeing to a modification of the statute of limitations such that any arbitration must be begun within one (1) year of the date of your email referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action against us.

You also agree that should arbitration take place, it will be held in the City of Toronto, 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, 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.

Governing Law

These Terms of Use and all contracts and agreements between us shall be construed and interpreted according to the laws and regulations of the province of Ontario and Canada.

Survival

These Terms of Use, 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 Use supersede all prior representations, arrangements, negotiations, understandings and agreements between you and us, both written and oral, relating to the Programs, 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 Use.

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 Use states that you are to contact us in writing, we ask that you send an email to support@tracyseidercoaching.com.

If you have any questions about any provisions in these Terms of Use, please contact us.

Effective as of May 6, 2021