

# Terms of Use

## **Acceptance**

This website (the “Site”) and all written and other materials and services made available through the Site and/or via the Site, including, without limitation, any photographs, images, illustrations, audio clips, video clips, e-books, and information via email, social media, audio, teleconference, webinars, courses, programs and memberships (collectively, the “Material”) is owned and operated by Lindsay Geddes Coaching (“Geddes”, “we”, “us”).

By accessing and using the Site you are indicating your acceptance to be bound by this Terms of Use, the Privacy Policy, and any additional terms and conditions that may apply to specific sections of the Site or to products and services available through the Site.

Geddes reserves the right to change these Terms of Use or to impose new conditions on the use of the Site, from time to time, in which case we will post the revised Terms of Use on this Site. By continuing to use the Site after such changes have been posted, you accept the Terms of Use, as modified.

You must be at least 19 years of age to use the Site and Material. By accessing the Site and by agreeing to this Agreement you warrant and represent that you are at least 19 years of age.

## **Intellectual Property and License for Use**

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The Site is provided for your informational, non-commercial, and personal use only as authorized under these terms. You may not use the Site or the Material available on the Site in a manner that constitutes an infringement of Geddes’ rights or that has not been authorized by Geddes. More specifically, unless explicitly authorized in these Terms of Use or by Geddes, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any Material. You may, however, download, store and/or print single copies of the Material for your personal, non-commercial use, provided that you maintain all copyright and other proprietary notices.

## **Disclaimers**

The Site is provided “as is”. While Geddes endeavors to provide information that is correct, accurate, current and timely, we make no representations, warranties or covenants, express or implied, regarding the Site, including, without limitation, no representation, warranty or covenant that (i) the Material will be accurate, complete, current, reliable, timely or suitable for any particular purpose; (ii) that the operation of the Site will be uninterrupted or error-free; (iii) that defects or errors on the Site or in the Material will be corrected; and (iv) that the Site will be free from viruses or harmful components.

### **Medical Disclaimer - No Medical Advice**

The information and content provided on the Site and in the Material is for general educational and informational purposes only and is not professional advice, diagnosis, treatment or care, nor is it intended to be a substitute therefor.

If you have any concerns or questions about your health, always seek the advice of a qualified health care professional. Do not disregard, avoid or delay in seeking professional advice or treatment from your health care professional because of something you have read on this Site or in the Material.

Always consult with your doctor or other qualified health care professional before embarking on a new treatment, or regarding any nutritional or herbal supplements to evaluate if they could adversely affect or react with any medications or pre-existing conditions.

Do not use this Site or the Material for medical emergencies. If you think you have a medical emergency, consult with a doctor or other qualified health care professional immediately.

Under no circumstances should you attempt to self-diagnose or treat based on anything you have seen or read in the Material.

The use of any information provided on/from this Site is solely at your own risk.

You acknowledge and agree that the presentation of information on the Site or in the Material does not establish a professional relationship between us. You further acknowledge that entry into any educational course, program, or membership made available via the Site does not establish a professional relationship between us.

### **No Endorsements**

Unless specifically stated, Geddes does not recommend nor endorse any specific tests, health care professional, products, procedures, opinions, or other information that appears or may be advertised on the Site. Reliance upon the information provided on the Site is solely at your own risk.

### **Linking**

The Site may contain links to third-party websites and/or information. These links are provided solely as a convenience to you and not as an endorsement by Geddes of any third-party website or the content thereof. Unless expressly stated, Geddes does not operate any third-party website linked to the Site and is not responsible for the content of any third-party website, nor does it make any representation, warranty or covenant of any kind regarding any third-party website including, without limitation, (i) any representation, warranty or covenant regarding the legality, accuracy, reliability, completeness, timeliness or suitability of any content on such third-party websites; (ii) any representation, warranty or covenant regarding the merchantability and/or fitness for a particular purpose of any third-party websites or material, content, software, goods, or services located at or made available through such third-party websites; or (iii) any representation, warranty or covenant that the operation of such third-party websites will be

uninterrupted or error free, that defects or errors in such third-party websites will be corrected, or that such third-party websites will be free from viruses or other harmful components.

### **Interactive Features**

The Site may include a variety of features, such as chat rooms, bulletin boards, web logs, social media services, and email services, which allow feedback to us, real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services, or connected to Material from the Site, lies solely with each user and Geddes accepts no responsibility for same. Geddes does not control the messages, information, or files that you or others may provide through the Site and accepts no liability for same.

Geddes may host message boards, chats and other public forums on or made available through the Site. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to, the message boards, chats or other public forums in the future. Geddes or its designated agents may remove or alter any user-created content at any time for any reason. Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers. Under no circumstances will Geddes be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of Geddes or any of its subsidiaries or affiliates.

Geddes has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on or made available through the Site. However, you acknowledge and agree that Geddes has the absolute right to monitor the same at our sole discretion. In addition, Geddes reserves the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third-party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

### **Program Information**

Information relating to educational courses, programs, and memberships made available by Geddes is set out on the Site and via additional terms and conditions specific to the course, program, or membership.

### **Registration**

To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, postal/zip code, and country. In addition, if you elect to sign-up for a particular feature of the Site you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we

have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

### **No Guarantee of Success**

In purchasing or subscribing to any aspect of the Site, Geddes does not give any assurance or warranty as to any particular results or success relating to the information contained in the Material.

### **Limitation of Liability**

In no event shall Geddes, its officers, directors, employees, agents, licensors, contractors, and their respective successors and assigns be liable for damages of any kind, including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages including, without limitation, any loss or damages in the nature of, or relating to, lost business, medical injury, personal injury, wrongful death, inaccurate information, improper treatment or any other loss incurred in connection with your use, misuse or reliance upon the Site or the Material, regardless of the cause and whether arising in contract, tort, or otherwise. The foregoing limitation shall apply even if Geddes knew or ought to have known of the possibility of such damages.

Geddes also expressly disclaims any and all liability for the acts, omissions and conduct of any third-party user of the Site or Material, or any advertiser or sponsor of the Site. Under no circumstances shall Geddes, its officers, directors, employees, associates, agents, licensors, contractors, and their respective successors and assigns, be liable for any injury, loss, damage (including direct, special, indirect, punitive, incidental or consequential damages), or expense arising in any manner whatsoever from (i) the acts, omissions or conduct of any third-party; and (ii) any access, use, reliance upon or inability to use any materials, content, goods or services located at, or made available at, any website linked to or from the Material, regardless of the cause and whether arising in contract, tort, or otherwise. The foregoing limitation shall apply even if Geddes knew or ought to have known of the possibility of such damages.

### **Indemnification**

You agree to indemnify and hold Geddes, and its affiliates, directors, officers, employees, agents, contractors, suppliers and licensors, as applicable, harmless from and against any liabilities, losses, damages or costs, including legal fees and expenses on a solicitor-client basis, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your use of the Site and Material or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Use, to the full extent permitted by applicable law.

### **Fees and Purchase Terms**

You agree to pay all fees or charges in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing Geddes with your credit card

number and associated payment information, you agree that Geddes is authorized to immediately invoice you for all fees and charges due and payable to Geddes hereunder and that no additional notice or consent is required.

By purchasing the Material (including, but not limited to courses, programs, and memberships), you understand and agree that all sales are final and no refunds will be provided.

### **Termination**

Geddes may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to the Material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms of Use, shall survive.

### **Governing Law and Jurisdiction**

You agree and hereby submit to the exclusive and preferential jurisdiction of the courts of British Columbia, Canada with respect to all matters relating to your access and use of the Site as well as any dispute that may arise therefrom and that the applicable law shall be the law of British Columbia, Canada.

### **Waiver**

Any consent by Geddes to, or waiver of, a breach of this Agreement, which you have committed, whether express or implied, shall not constitute a consent to, or waiver of any other, different or subsequent breach.

### **Severability**

The invalidity or unenforceability of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of this Agreement.

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