

TERMS & CONDITIONS AGREEMENT

Last updated: February 1, 2024

This Terms and Conditions, along with the Privacy Policy, Disclaimer, Terms of Purchase, and other applicable agreements govern your access to, and use of the website and any services, programs, or courses such as The IBS Begone Method, delivered on, www.kimberleymithihp.com and www.kimberleymithihp.ca (the “Website”, the “Course”), owned by 1900239 Ontario Inc, operating as Kimberley Smith, IHP, an incorporated company in the province of Ontario (the “Company”). By virtue of your use of this Website, the Course, and any programs or services offered therein, you will be deemed to have agreed to, and accepted the terms outlined herein. Failure to review such terms prior to the continued use of the Website, or purchase of the Course will not negate the validity of the legal terms herein.

1. ACCEPTANCE OF TERMS

1.1 The following Terms and Conditions Agreement is a legally binding agreement that shall govern the relationship with the Company’s users and others which may interact or interface with the Company, the Website, Course, any programs or services offered therein, any channels of social media and/or the Company’s subsidiaries and affiliates. The Company, and its directors, agents, employees, and affiliates assume no responsibility or liability for any consequence resulting directly or indirectly from any action or inaction you take based on the information found on, or material linked to, this Website, Course or any programs or services sold therein.

1.2 To access or use our Website, you must be 18 years of age or older and have the requisite mental capacity to enter into the Terms and Conditions Agreement. By using this Website, you represent that you are at least 18 years old and agree to be bound by the Terms and Conditions under this Agreement.

2. LANGUAGE

2.1 The following terminology applies to these Terms and Conditions, Privacy Policy and Disclaimer Notice: “Client”, “User” “You” and “Your” refers to you, the person using this Website. “The Company”, “Ourselves”, “We”, “Our” and “Us”, refers to the Company. “Party”, “Parties”, or “Us”, refers to both the Client and the Company. Any use of the above terminology or other words in the singular, plural, capitalization, and or he/she/they, are taken as interchangeable and therefore referring to the same.

3. FOR INFORMATIONAL PURPOSES ONLY

3.1 Any and all information by or on this Website is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion whatsoever. This includes all digital content, including but not exhaustive of, email, blog, podcasts, events, any and all social media accounts, webinars and other content, whether or not they are available for purchase, as resources or education and/or informational use only. All aforementioned content does not constitute professional advice and is not guaranteed to be accurate, complete, reliable, current or error-free. By using this Website, you accept and agree that following any information or recommendations provided therein and all channels of digital content is at your own risk.

4. COPYRIGHT AND LICENSE OF INTELLECTUAL PROPERTY

4.1 Unless otherwise stated, all materials created by the Company and/or its licensors, are owned and protected by copyright laws as original works. Such works extends to all material on the Website, Course, and any products or services sold therein, or made available as downloads, or on accompanying social media platforms. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to the Company.

4.2 All intellectual property rights are reserved. If we have materials on the Website that you can download, permission is granted to download copies of said materials for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title. Under this License you may access the Website for personal use, but you may not:

- (i) Modify, copy, republish, reproduce, or redistribute the Website materials;
- (ii) Use the Website materials for any commercial purpose, including but not limited to: sell, rent, sub-license, or use for any public display (commercial or non-commercial);
- (iii) Transfer the Website materials to another person or ‘mirror’ the materials on any other server.

4.3 If such behaviour, as outlined above, is discovered or suspected, this license shall automatically terminate if confirmed as a violation of any of these restrictions. The Company reserves the right to immediately revoke your access, as well as any programs or materials you may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law. Upon terminating your viewing of these materials or upon termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

4.4 The Company further reserves the right to request that you remove all links or any particular link thereof, linking to the Company and You accept to immediately remove any and all links upon request.

4.5 Any requests for written permission to use any content posted on by the Company must be expressly made before you use any such content, and may be made by sending an email with your written request to: info@kimberleymithihp.com.

5. LIMITED LICENSE TO YOU FOR USE OF PRODUCTS OR DOWNLOADS

5.1 You understand that in purchasing any program or service sold on this Website, or downloading and accessing any material on this Website, that You are gaining access to view all content and information available as part of the material provided for by the Website, as well as any additional information or content shared with them by the Company. You understand this means you will have been granted a limited, revocable, non-transferable license to read and use the information provided as instructed or allowed by the Company. As a “Licensee,” You understand and agrees that You will not: (i) copy, edit, distribute, duplicate or steal any information or any content obtained through any program on this Website, or downloaded without written permission by the Company; (ii) post, distribute, copy, steal or otherwise use any portion of the program on this Website, or downloaded, or it’s content without written permission by the Company, and understand that any such use may constitute infringement, which may

give rise to a cause of action brought against You; (iii) share purchased materials, information, content with others who have not purchased them; and (iv) You further acknowledge and understand that any such actions including but not limited to those outlined above will likely constitute an infringement and/or theft of our work, and a violation of this Agreement and applicable law.

6. LINK TO THIRD PARTY WEBSITES

6.1 The Company may share reviews of products that we love at the Company's sole discretion, but from time to time, we may participate in affiliate marketing and may allow affiliate links to be included on our Website in exchange for a commission earned when you click or make a purchase. We promise to only participate in affiliate marketing with products and/or services that we believe provide value to our clients, paying customers and/or following. Anything the Company shares is not professional advice and the viewer shall not rely solely on said opinion(s). It is your responsibility to inform yourself independently if the product and/or service may be of benefit.

6.2 You and/or paying customer understands that you retain the right to choose to work with any company and/or platform mentioned, recommended or taught through the Company's programs, products, trainings, and/or masterclasses and/or tutorials and you further understand it is at their discretion to inform themselves independently if the product and/or service may be of benefit.

6.3 This Website may contain links to third-party websites and/or resources, which are not maintained by or related to us. All such linked websites, materials and pages are not under the control of the Company and the Company is not responsible for the content contained in any linked websites nor for any losses or damages, you may incur as a result of the use of any such website. You acknowledge and agree that the Company is not responsible for the availability of such links, resources and content, and does not endorse, and is not responsible or liable for, any content, advertising, products, services, or other materials made available to or from these linked websites. You understand that the Company accepts no liability, directly or indirectly, for any errors, damages, or omissions contained in third-party websites. The intended purposes of the links provided are to improve your use of the Website, to enable you to connect with the Company on various platforms, and to help the Company offer their services and conduct transactions.

7. SOCIAL MEDIA GUIDELINES

7.1 The Terms and Conditions of this Website extend to the use of social media platforms as outlined herein and any and all reviews or comments regarding your use of the services, program or information from, on or through the Website. The Company requests you follow and adhere to the following guidelines:

(i) The Company reserves the right to remove, block, and/or delete any comments that may be construed as bullying, name-calling, foul language, or contrary to the Website's intended conversation of positivity, education and encouragement.

(ii) By using any and all social media platforms, you verify that all information submitted is accurate and factual. Negative comments and/or complaints posted by you may be construed as claims about the Company and may be subject to legal claims.

(iii) You further agree to privately contact the Company with any concerns or suggestions prior to, and in replacement of, posting publicly.

8. FEEDBACK, COMMENTS AND TESTIMONIALS

8.1 With your prior permission, you agree that the Company has the right to use your feedback whether in the form of emails, submissions, surveys, comments, discussions on the services and/or product-related forums, calls, or otherwise, for the purpose of marketing or promoting the Company, services and/or products. You understand that any comments posted on this Website or on our social media channels/profiles reflect the views and opinions of that person who made said posts and not the views and opinions of the Company. The Company reserves the right to comment, delete and or edit any comment or posts made on this Website or on our social media channels/profiles.

8.2 Any and all testimonials, written, photographed, or video recorded statements, provided for on the Website, or through the Company's products or services, and across social media channels are truthful statements about results obtained by the Company's clients or paying customers. You and/or paying customers understand that results or any levels of success or potential results are not guaranteed. The Company is extremely proud of our amazing clients who have achieved incredible results, and we have chosen to highlight a sampling of our favourite clients for marketing purposes only.

8.3 The Website and extended social media platforms may feature the testimonials from previous clients and/or customers of our products, packages and services. These are intended to provide readers with comments, feedback, and information from other's experiences with our products, packages and services. All testimonials are from actual clients, sharing their real, honest opinions and results from their use of the Website, products, packages, and services. These testimonials are not to be considered as a guarantee for you to expect the same or similar results. Nor do these testimonials guarantee any level of results. You accept that by viewing the selected testimonials that you do not expect the same results, and accept that results will vary on a case by case basis.

9. SHARED INFORMATION NOT CONFIDENTIAL OR PRIVILEGED

9.1 You understand that any information you provide or share with us directly or indirectly, by use of this Website will not be treated as confidential or privileged. Also, any expressed opinion by another user is their own and should not be considered as reflecting the opinion of the Company.

10. PURCHASE POLICY

10.1 If you purchase a program, product or service from us, including but not limited to the Course, you may also enter one or more separate Agreement(s) with the Company and will be subject to the terms outlined in the Terms and Conditions and any accompanying agreements (that may include a Terms of Purchase or Private Client Agreement). You agree to be bound by all agreements and abide by the contents therein. All digital products or products/services sold on or through this Website will be subject to the Terms and Conditions and Terms of Purchase.

11. MODIFICATIONS AND CHANGES

11.1 The Company reserves the right, at our sole discretion, to modify, replace or revise the Terms and Conditions for this Website at any time and without notice. What constitutes a material change will be

determined at our sole discretion. By continuing to access or use our Website after those revisions become effective, you agree to be bound by the revised Agreement. If you do not agree to the new Terms, please stop accessing our Website. The Company further reserves the rights to modify, suspend, or discontinue, whether temporarily or permanently, the services (or any part thereof) or products, for any reason without notice.

12. LIMITATION OF LIABILITY

12.1 In no event shall the Company or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) modification, interruption, suspension or discontinuance arising out of the use or inability to view or use the materials or content on the Website, even if the Company has been notified orally or in writing of the possibility of such damage.

12.2 The Company shall not be held responsible for any content that appears on the Website. You agree to protect and defend the Company against all claims that may be interpreted as: libellous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

12.3 Your decision to visit our Website, use the information contained therein, and purchase products we offer is purely voluntary, and you understand we are not responsible or liable for any harm or damage to you or your business resulting from direct or indirect use of materials or content contained on our Website. You agree to hold the Company harmless from any damages directly or indirectly resulting from your use of content or products or services on our Website or distributed through email, and agree you will not make any claims against us the Company herein.

12.4 To the fullest extent permissible by applicable law, the Company, and by extension its owner, and any operators, employees or contractors of the Company will not be held responsible for any form of damages and/or legal claims against it based out of your participation in using this Website or through their participation and use of any products or services sold through the Website.

13. INDEMNITY

13.1 As a condition of your use of the Website, you hereby release the Company and its directors and affiliates from and against any and all liabilities, expenses (which include legal fees), and damages arising out of claims resulting from, or arising out of your use of this Website.

14. RELEASE OF CLAIMS

14.1 You release any right to claims against the Company to the maximum extent as permissible under applicable law. You agree that under no circumstances will the Company be liable to any party for any type of damages resulting or claiming to result from any use of or reliance on our digital products or content found therein, and you hereby release the Company from any and all claims whether known now or discovered in the future.

15. SEVERABILITY

15.1 If any provision of the Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any

provision of the Terms and Conditions is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. GOVERNING LAW

16.1 Any claim relating to the Company's Website shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions.

17. ENTIRE AGREEMENT

17.1 The Terms and Conditions and any other legal notices, policies and guidelines of the Company linked to these Terms and Conditions or contained on this Website constitute the entire Agreement between you and the Company relating to your use of this Website and supersede any prior understandings of the Parties regarding such subject matter. This Agreement may not be amended or modified except by the Company.

18. CONTACT

18.1 If you have any questions about these Terms, please contact us at: info@kimberleymithihp.com.