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COMPANY is an E-commerce WEBSITE which offers content, products, programs and consulting services related to the teaching, educating and consulting on the creation of communication content for individual and/or business use.

## **PROGRAMS/SERVICES**

COMPANY agrees to provide programs or services as listed on individual sales pages and identified as unique entities in the online shopping cart. If you choose to purchase an available program or service, you agree to abide by all the Terms and Conditions of this WEBSITE including the GUARANTEES and CANCELLATION/REFUND POLICY as a condition of your participation in the program or service that you purchased.

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## **PRIVACY**

The COMPANY Privacy Policy applies to your use of WEBSITE at all times. Please review the Privacy Policy, which also applies to use of this WEBSITE. The Privacy Policy is available and intended to make you aware of the practices used by COMPANY to collect user data.

## **ELECTRONIC COMMUNICATIONS**

By visiting WEBSITE, sending emails to any COMPANY address constitutes electronic communications. By sending any form of electronic communication to COMPANY you agree to and give your consent to receive electronic communications from COMPANY. You acknowledge and agree that all agreements, notices, disclosures and other communications that may be provided by COMPANY to you electronically, via

email and on the WEBSITE, satisfy any legal requirement on the part of COMPANY regarding such communications be in writing.

### **LIMITATION OF LIABILITY**

As there are multiple external services required to operate a website, COMPANY is not responsible for ensuring their continued functionality, access or operation.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, will COMPANY, including any Licensors or Suppliers, be liable for any perceived or actual special, consequential or inconsequential damages resulting from your use, inability to use, any content, programs, materials or services on this WEBSITE. You acknowledge and agree that even though attempts are made to ensure operation of this WEBSITE, full and complete operation at all times cannot, and will not, be guaranteed by COMPANY or any of its Suppliers.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU BY COMPANY OR ANY OF OUR LICENSORS OR SUPPLIERS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU TO COMPANY, IF ANY, FOR ACCESSING THE WEBSITE.

### **YOUR ACCOUNT**

If you use this WEBSITE, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility and be accountable for all activities that occur under your account or password. You are not to assign or otherwise transfer your account, for either temporary or permanent access, to any other person or entity. You acknowledge that COMPANY is not responsible for third party access to your account that results from theft or misappropriation of your account. COMPANY and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

COMPANY does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use WEBSITE only with permission of a parent or guardian.

## **COOKIES AND RELATED TECHNOLOGY**

This WEBSITE's pages or e-mail messages may contain cookies, web beacons (also known as clear gifs), or similar technologies as they become available. Cookies are information files that this WEBSITE may place on your computer to provide extended functionality. The COMPANY may use cookies for a number of purposes, such as tracking usage patterns on the WEBSITE, measuring the effectiveness of advertising, limiting multiple responses and registrations, facilitating your ability to navigate the WEBSITE and as part of a verification or screening process. Most browsers are initially set up to accept cookies. Most browsers will allow you to erase cookies from your computer hard drive, block acceptance of cookies, or receive a warning before a cookie is stored. You should refer to your browser instructions, "Help" screen, or similar such resource to learn more about how to manage cookies and possibly reset your browser to refuse all cookies or to indicate when a cookie is being sent by indicating this in the preferences, options, or similar such menu in your browser.

However, it is possible that some parts of this WEBSITE will not operate correctly if you disable cookies and you may not be able to take advantage of some of this WEBSITE's features. You should consult with your browser's provider/manufacturer if you have any questions regarding disabling cookies.

The COMPANY's web pages may include advertisements for third parties and their products, and those third-party advertisements may include a cookie or web beacon served by the third party. The COMPANY does not control cookies in such third-party ads, and visitors are encouraged to check the Privacy Policies of advertisers and/or ad services to learn about their use of cookies and other technology. The COMPANY's Privacy Policy does not cover the use of information collected from you by third party ad servers. These companies may use information (not including your name, address, e-mail address or telephone number) about your visits to this and other WEBSITES in order to provide advertisements on this WEBSITE and other WEBSITES about goods and services that may be of interest to you.

A web beacon is a small graphic image that allows the party that set the web beacon to monitor and collect certain information about the viewer of the web page, web-based document or e-mail message, such as the type of browser requesting the web beacon, the IP address of the computer that the web beacon is sent to and the time the web beacon was viewed. Web beacons can be very small and invisible to the user, but, in general, any electronic image viewed as part of a web page or e-mail, including HTML based content, can act as a web beacon. The COMPANY may use web beacons to count visitors to the web pages on the WEBSITE or to monitor how

our users navigate the WEBSITE, and the COMPANY may include web beacons in e-mail messages in order to count how many messages sent were actually opened, acted upon or forwarded.

### **OUR COMMITMENT TO DATA SECURITY**

COMPANY takes all reasonable and appropriate precautions to protect your personally identifiable information from unauthorized disclosure and to prevent possible security breaches in our WEBSITE, Services, and customer databases. However, no website, Internet transmission, computer system, or wireless connection is completely secure. Consequently, COMPANY cannot guarantee that unauthorized access, hacking, data loss, or other breaches will never occur. Your use of the WEBSITE and Services is at your own risk. COMPANY urges you to take steps to keep your information safe by creating a unique password for each individual website and memorizing your password or keeping it in a safe place (separate from your account information), logging out of your User Account, and closing your Web browser when you are no longer using your computer.

Whenever you give COMPANY sensitive or confidential information (for example, credit card numbers for Purchases), COMPANY will take commercially reasonable steps to protect the information by establishing a secure connection with your Web browser. COMPANY employs a security technology known as a secure-socket-layer (“SSL”) to protect any transmission of payments information to the WEBSITE.

Unless otherwise specified herein or on the WEBSITE where you make a Purchase, credit card numbers are used only for payment processing and are not retained for marketing purposes. Whenever possible, COMPANY will utilize a Third-Party website to handle transmission of payment including use of credit cards. You are highly encouraged to review the Terms and Conditions and Privacy Policy of Third-Party websites that handle payment transmissions. COMPANY is released of all liability when a Third-Party website is used to collect and handle payment transmissions.

### **EXTERNAL THIRD-PARTY WEBSITES/SERVICES LINKS**

WEBSITE may contain links to other (“Linked WEBSITES”). The Linked WEBSITES are not under the control of COMPANY and 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. COMPANY is providing these links to you as a convenience and additional reference material and information. Inclusion of any link does not imply endorsement by COMPANY of the WEBSITE or any association with its operators.

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

## **RESULTS, GUARANTEES and CANCELLATION/REFUND POLICY**

You may cancel subscription to our electronic communications at any time. All results communicated by COMPANY on this WEBSITE are not to be considered to be actual results that every person can achieve. COMPANY guarantees the products or services purchased by you from COMPANY on this WEBSITE within 60 calendar days from the date purchased as long as you complete all material and put into action all the steps, processes or systems contained within the product or service purchased and remain open and accepting to being coached or taught the material (self-taught or taught by the COMPANY as applicable to the product or service purchased).

Any cancellations or refunds requested on a product or service purchased from COMPANY through the WEBSITE will only be considered following the submission and proof of any and all work you have completed as per the conditions of the product or service purchased. In the event that a cancellation or refund request meets the requirements of the cancellation/refund policy, the amount refunded to you will not be greater than the amount paid to COMPANY at the time the product or service was purchased.

## **NO PERSONAL ADVICE PROVIDED**

Any of the information contained in or made available through this WEBSITE (including but not limited to information contained on message boards, electronic communications, in text or zip or video or audio files, in products, from services, in webinars or in chats used on this WEBSITE or an alternate website) is not meant to be and cannot replace or be a substitute for the services of trained professionals in any field, including, but not limited to, psychological, financial, medical, or legal matters. In particular, you should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention.

Further, you should regularly consult a lawyer in all matters relating to interacting with other people to assure yourself you are behaving in compliance with law,

including but not limited to laws related to harassment, copyright, assault or other similar laws. COMPANY and our licensors or suppliers make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the WEBSITE (including but not limited to any product or service purchased, utilized or otherwise obtained from this WEBSITE).

Neither COMPAY nor our partners, licensors, suppliers or any of their affiliates, will be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death.

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You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of COMPANY and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. Your use does not grant you any licenses, express or implied, to

the intellectual property of COMPANY or our licensors except as expressly authorized by these Terms.

## **USE OF COMMUNICATION TOOLS ON THE WEBSITE**

The WEBSITE may contain bulletin board services, chat areas, news groups, blogs, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with an exclusive group (collectively deemed "Communication Tools"). By making the decision to participate in any communication on the WEBSITE using any of the Communication Tools provided, you agree to only to post, send and receive messages and material that are proper and related to the particular service provided by the Communication Tool.

By way of example, and not as a limitation, you agree that when using a Communication Tool, 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 or 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 Tools specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Tools 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 Tools; violate any code of conduct or other guidelines which may be applicable for any particular Communication Tool; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

COMPANY has no obligation to monitor the Communication Tools. However, COMPANY reserves the right to review materials posted to a Communication Tool



and to remove any materials at its sole discretion. COMPANY reserves the right to terminate your access to any or all of the Communication Tools at any time without notice for any reason whatsoever.

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 COMPANY's sole discretion.

Always use caution when giving out any personally identifying information about yourself, others or your children in any Communication Tool. COMPANY does not control or endorse the content, messages or information found in any Communication Tool and, therefore, COMPANY specifically disclaims any liability with regard to the Communication Tool and any actions resulting from your participation in any Communication Tool. Employees of COMPANY are not authorized COMPANY spokespersons, unless identified and deemed as such in individual employment contracts, and their views do not necessarily reflect those of COMPANY.

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#### **MATERIAL PROVIDED TO THE WEBSITE OR POSTED ON ANY COMPANY WEB PAGE**

COMPANY does not claim ownership of the materials you provide to WEBSITE (including feedback and suggestions) or post, upload, input or submit to any COMPANY WEBSITE or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting COMPANY, our affiliated companies and necessary sublicensees 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.

COMPANY is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in COMPANY 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.

### **THIRD PARTY ACCOUNTS**

You may be able to connect your COMPANY account to third party accounts. It is your responsibility to understand your liability surrounding this decision. If you choose to connect your COMPANY account to a third-party account that is your responsibility, you acknowledge and agree that you are aware that you are consenting to the continuous release of your information to others (in accordance with your established privacy settings on other third-party websites). If you do not want your information to be shared in this manner, do not use this feature.

### **USERS OUTSIDE OF CANADA**

The WEBSITE service is controlled, operated and administered by COMPANY in Canada. If you access any service from this WEBSITE from a location outside of Canada, you are responsible for compliance with all local laws. By using this WEBSITE, you agree that you will not use the COMPANY content accessed through 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 COMPANY, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable legal expenses and disbursements) 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 Terms and Conditions agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. 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 COMPANY in asserting any available defenses.

### **LIABILITY DISCLAIMER**

Although every effort is made to ensure the accuracy of information, functionality,

operation and management on this WEBSITE and its services and products, the potential exists for errors, inaccuracies or typographical gaps. As a result, the WEBSITE is periodically assessed for these items with changes and upgrades implemented to information as required to best represent and provide the content, product and services listed within this WEBSITE. COMPANY and/or its Suppliers have the right to make changes and/or improvements to any part of this WEBSITE or its sub-domains at any time.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WITH THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

## **TERMINATION/ACCESS RESTRICTION**

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, this agreement is governed by the laws of Canada and the Province of Ontario and you hereby consent to the exclusive jurisdiction and venue of courts in Ontario in all disputes arising out of or relating to the use of the WEBSITE. 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.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and COMPANY as a result of this agreement or use of the WEBSITE. COMPANY's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of 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 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.

Unless otherwise specified herein, this agreement constitutes the entire agreement between you, the user, and 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 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 expressed wish to the parties that this agreement and all related documents be written in English.

## **EARNINGS DISCLAIMER**

When addressing financial matters in any of our Sites, videos, newsletters, recordings or other content, we've taken every effort to ensure we accurately

represent our programs and their ability to grow your business and improve your life. This being said, there is no guarantee that you will get any results or earn any money using any of our ideas, tools, strategies or recommendations. These strategies and recommendations are being shared to assist you in improving your ability to more effectively communicate with your audience, not make any promises regarding financial gain.

By all governing laws, no promise or guarantee of earnings (financial or otherwise) is implied by COMPANY or this WEBSITE. You acknowledge that any income or increase in results communicated on this WEBSITE are for marketing and communication purposes only and are not an indication or representation of actual results that can be achieved by all individuals. A number of factors outside of the control of COMPANY and influenced by you (such as, but not limited to: motivation, determination, confidence, discipline, status of your personal and business life and your client needs) impact your ability to achieve your results.

### **NO PROFESSIONAL ADVICE OFFERED**

COMPANY is not a registered health-care, legal or financial professional or institution. As such, no information found anywhere on this WEBSITE (including, but not limited to, content, videos, audio, blogs, chats, comments, files, downloads, webinars, advertisement, marketing or promotions) is to replace or substitute the care, diagnosis, advice or treatment that is provided by any registered professionals such as, but not limited to, medical, legal, financial or psychological experts and providers. By using this WEBSITE you agree that you are solely responsible, accountable and take full liability for your own actions, behaviors and decisions. You acknowledge that COMPANY or this WEBSITE cannot be liable for your life decisions, actions and behaviours that may result in negative or limited injury, financial loss, illness, death or disability through any direct, indirect, consequential, special, acts of God or spatial events at any time or circumstance.

### **CONTACT US**

COMPANY welcomes your questions or comments regarding the Terms and Conditions.

Email Address: [eve@yourpolishedpresence.com](mailto:eve@yourpolishedpresence.com)

Effective as October 1, 2017

- [Privacy Policy](#)

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