

# THE AWESOMENESS Academy

## User Agreement

- 1. Terms and Conditions** - Dionne Thomson (the “Provider”) agrees to provide you with access to The Awesomeness Academy (the “Program”) upon the following terms and conditions. By registering for the Program, you (the “Participant” or “You”) agree to be bound by and to abide by the following terms and conditions.
- 2. Effective Date** - This Agreement shall start upon registration by the Participant in the Program and shall be enforceable between the parties starting on that registration date.
- 3. Program** – The Provider agrees to provide access to all of the Program features as described in the specific Program sales page on the Effective Date. These Program features may include lessons, forms, worksheets, checklists, ongoing live training sessions, and private discussion groups and 1-on-1 coaching sessions. The Provider may also introduce discounts or bonuses to Participants upon the purchase of other products or services.
- 4. Limited License** – By purchasing the Program, the Participant is granted a single-use, non-exclusive, non-transferable, revocable license to access, view and use the Program. The Participant is granted the right to download, store and print single copies of items comprising the Program. All ownership rights in the intellectual property related to the Program remain with the Provider and the Participant may not use or reproduce any of the content in any manner, without the express written consent of the Provider. Any violation of the copyright or trademark rights of the Provider shall result in immediate termination of access to the Program without refund.
- 5. Copyright** - The material in the Program is covered by the provisions of the *Copyright Act (Canada)* and by other applicable

laws, policies, regulations and international agreements that address intellectual property rights. Except as granted in the limited license, any use of the Program, including modification, transmission, presentation, distribution, republication, or other exploitation of the Program or of its content, whether in whole or in part, is prohibited without the prior written consent of the Provider.

6. **Course Registration** – The Participant agrees to provide true, accurate, current and complete information as prompted by any registration form and to maintain and promptly update the information to ensure it remains true, accurate, current and complete. The Participant is responsible for maintaining the confidentiality of the password and account, and for all activities that occur under your account. In consideration of use of the Website, you agree to maintain and update true, accurate, current and complete Registration Data. If you provide any information that is untrue, inaccurate, not current or incomplete, or if the Provider have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Provider may suspend or terminate Program access without refund. The Provider reserves the right in its sole discretion, to terminate access of the Participant to the Program and the related services or any portion thereof at any time, if the Participant becomes disruptive to the Program or other Program participants, fails to follow the Program guidelines. In the event of a termination of the Program, the Participant shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.
7. **Fees** – The fees for online courses and any membership programs shall be as set out in the Program website and offers from time to time. Prices may be subject to change keep the same for the life of the membership in the Program. The fees charged by the Provider shall be subject to all applicable taxes as required by the taxing authorities in the jurisdiction of Provider.
8. **Membership Fees and Renewals** – If the Participant has subscribed to a membership site or program as a component of

the Program, the Participant agrees to the following terms of membership subscription:

- a. **Automatic Renewal** – Unless cancelled by the Participant in accordance with cancellation policy in Clause 9, or refunded under the money-back guarantee in Clause 10, all monthly or annual subscription plans of the Program shall automatically renew at the end of each subscription period.
  - b. **Subscription Pricing** – The Provider agrees not to change the monthly or annual subscription fees during the initial subscription period as agreed on the Effective Date. The Provider may change the subscription fees for subsequent renewal periods in accordance with Clause 7.
  - c. **Annual Subscription** – After the initial annual subscription has been completed by the Participant and the annual subscription has been renewed, the Participant shall be entitled to cancel the subscription to the Program and receive a refund of annual subscription fees on a prorated basis based on the number of full months left unused.
9. **Cancellation Policy** – You may cancel your membership in writing by e-mail to [dionne@dionnethomson.com](mailto:dionne@dionnethomson.com). Your subscription shall continue until the end of the current subscription period (monthly or annually). The Participant shall not be charged by the Provider for any membership fees after the current membership period.
10. **Passwords** - Any passwords and user IDs used for the Program are for the Participant's individual use only. The Participant is responsible for the security of their password and user ID (if any), and is responsible for all activities that occur under their user ID and password. The Participant agrees to notify the Provider immediately of any unauthorized use of their password or account or any other breach of security. The Provider will be entitled to monitor passwords and user IDs and, at its discretion, require Providers to change passwords. The Participant further agrees that the Provider will not be responsible for the unauthorized use of a Participant profile by any other person and is under no

obligation to confirm the actual identity of any password or user ID. The Provider cannot and will not be liable for any loss or damage arising from a Participant's failure to comply with these provisions.

11. **Credit Card Authorization** – By purchasing a Program with a payment plan or recurring membership fees, the Participant hereby authorizes the Provider to charge their credit card or other payment card automatically for any ongoing membership fees or payments owing as determined by the provisions of this Agreement.
12. **Privacy** – The Provider agrees to protect all personal information collected from the Participant for the purpose of providing the Program in accordance with applicable privacy legislation in the Province of Ontario and if applicable, the jurisdiction of the Participant. The Participant agrees to the collection of use of the personal information in accordance with the Privacy Policy of the Provider for the purpose of delivering and administering the Program. In addition to receiving applicable Program correspondence via e-mail or other electronic communication, the Participant expressly consents to receive any marketing correspondence from the Provider upon registration in the Program. The Participant may unsubscribe from any such marketing lists without affecting access to the Program.
13. **Legal Disclaimer – Not Professional Advice** – The Provider provides the information contained in the Program to the Participant for informational and educational purposes only. The information contained in the Program, including any interactions with instructors, and participation in any social media groups or chats, and shall not be understood or construed as professional advice. The Participant shall be required to use their own judgment in applying the information provided in the Program to their own personal circumstances and may wish to get additional professional advice where appropriate.
14. **Legal Disclaimer – Technology** – The Provider shall not be liable for any losses or damages of any kind related to any websites, course hosting platforms or any other technology used in the delivery of the Program being unavailable or unusable for any

reason whatsoever. The Participant hereby agrees that they have the necessary Internet connection and other technology in order to participate fully in the Program.

**15.LIMITATION OF LIABILITY.** Subject to applicable law, in no event shall the Provider and its partners, employees, consultants, agents or licensors 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, lost savings, lost data or lost profits arising from your use of, reliance upon, or inability to use the Program, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if the Provider knew of or ought to have known of the possibility of such damages.

**16.DISCLAIMER OF WARRANTIES.** The Program is provided “as is” and “as available”, without warranty or condition of any kind, either express or implied. The Provider expressly disclaims all warranties and conditions, including any statutory or implied warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment or non-infringement in respect to the Program, to the fullest extent permissible under applicable law. While the Provider endeavours to provide content that is correct, accurate and timely, no representations or warranties are made regarding the Program including, without limitation, the Providers provide no representation or warranty that (i) the Program will be accurate, reliable, complete, current, timely or suitable for any particular purpose, (ii) that the operation of the course hosting platform will be uninterrupted or error-free, (iii) that defects or errors in the Program will be corrected, (iv) that the course hosting platform will be free from viruses, malware, worms or other harmful components, and (v) that communications to or from the course hosting platform will be secure and/or not intercepted. You acknowledge and agree that you are using the Program at your own risk and liability.

**17.RELEASE AND INDEMNITY.** The Participant hereby agrees to release the Provider and their partners, employees, consultants,

agents and licensors from, and in no event shall any or all of the Providers and their partners, employees, consultants, agents or licensors be liable to you or any other person or entity, for any and all liabilities and damages (including any direct, indirect, special, exemplary or consequential damages, including lost profits) whatsoever arising from your use of the Program (including any breach by you thereof), or otherwise relating to this Agreement and you agree that your sole remedy for any claim, loss, damage, costs or expenses is to cease using the Program. The Participant will indemnify and hold harmless the Provider and its partners, employees, consultants, agents or licensors from and against any claims, losses, judgments, damages, costs and expenses (including without limitation, reasonable legal fees) incurred by any of them due to or resulting from your use of the Program or otherwise relating to this Agreement (including any breach by you thereof). The Participant will also indemnify and hold harmless the Provider and their partners, employees, consultants, agents or licensors from and against any claims brought by third parties arising out of your use of the Program or its content.

**18. Governing Law and Jurisdiction.** The Program is operated by the Provider within the Province of Ontario, Canada. By accessing or using the Program, the Participant agrees that all matters relating to your access to, or use of the Program and its content shall be governed by the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The Participant agrees and hereby submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario, with respect to all matters relating to their access to and use of the Program.

**19. Customer Service Requests** – If you have questions or comments or need to provide notice of any kind to the Provider regarding Programs including cancellations or refunds of your Program fees, please e-mail us at [dionne@dionnethomson.com](mailto:dionne@dionnethomson.com).

**20. Entire Agreement** - This is the entire agreement between the Participant and the Provider relating to your access and use of the Program and the content therein.