

# TERMS AND CONDITIONS

Effective date: September 1, 2023

These terms and conditions (the "Terms and Conditions") govern the use of <https://mindphaseinc.com> (the "Site").

This Site is owned and operated by Mindphase Inc.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

## **INTELLECTUAL PROPERTY**

All content published and made available on our Site is the property of Mindphase Inc and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

## **AGE RESTRICTIONS**

The minimum age to use our Site is 18 years old. By using this Site, users agree that they are over 18 years old. We do not assume any legal responsibility for false statements about age.

## **ACCEPTABLE USE**

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent;
- Post any material that may be deemed inappropriate or offensive; or
- Copy the website's content.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site.

We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

## **USER CONTRIBUTIONS**

Users may post the following information on our Site:

- Public comments.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

## **SALE OF GOODS AND SERVICES**

These Terms and Conditions govern the sale of goods and services available on our Site.

The following digital goods are available on our Site:

- Memberships
- Consulting Services
- Digital Products.

The following services are available on our Site:

- Business Consulting Services.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give

you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

## **THIRD PARTY GOODS AND SERVICES**

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

## **SUBSCRIPTIONS**

Your subscription automatically renews, and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow the appropriate instructions on the site

Services cancelled take effect at the beginning of a new payment period.

## **PAYMENTS**

We accept the following payment methods on our Site:

- Credit Card; and
- PayPal.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

## **REFUNDS**

### Refunds for Services

We provide refunds for services sold on our Site as follows:

- The services will be fully refunded if the services ordered are cancelled at least 48 hours before the services were scheduled to be provided.

## CONSUMER PROTECTION LAW

Where the *Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

## LINKS TO OTHER WEBSITES

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third-party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third-party websites before using these sites.

## LIMITATION OF LIABILITY

Mindphase Inc and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities, and expenses including legal fees from your use of the Site.

## INDEMNITY

Except where prohibited by law, by using this Site you indemnify and hold harmless Mindphase Inc and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities, and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

## APPLICABLE LAW

These Terms and Conditions are governed by the laws of the **Province of Ontario**.

## SEVERABILITY

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and

will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

## CHANGES

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

## CONTACT INFORMATION

If you have any questions, concerns, or complaints, contact us at:

### **Mindphase Inc.**

 [www.mindphaseinc.com](http://www.mindphaseinc.com)

 [contact@mindphaseinc.com](mailto:contact@mindphaseinc.com)

2967 Dundas St. W. #1525

Toronto, ON,

M6P 1Z2, CANADA