

## TERMS OF PURCHASE

### EVERSAVVY FINANCIAL CPA PROFESSIONAL CORPORATION

#### BUSINESS FINANCE BASICS, STRESS LESS, GET SAVVY

By clicking “Buy Now,” “Enroll Now”, “Purchase,” or any other phrase on the purchase button, entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Client”) agree to be provided with products, courses, programs, or services by **EverSavvy Financial CPA Professional Corporation** (“Company”), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

1. TERMS.

- a) Upon execution of this Agreement, electronically, verbally, or otherwise, the Company agrees to provide services in accordance with the BUSINESS FINANCE BASICS, STRESS LESS, GET SAVVY Course.
- b) The scope of services rendered by the Company pursuant to this contract shall be solely limited to those contained therein and/or provided for on Company’s Website [www.eversavvy.ca](http://www.eversavvy.ca) as part of the Course.
- c) Company reserves the right to substitute services equal to or comparable to the Course for Client if reasonably required by the prevailing circumstances.
- d) Client agrees to be open, present and prepared to complete the work. Client is responsible for his/her own success and implementation of objectives met.
- e) The content included in the Course is for your individual, non-commercial use. Client agrees not to share login details and/or Course materials with any third parties.
- f) Company reserves the right to remove Client from Course at any time for any reason.
- g) The Course includes the following:
  - 1. 6 Video Modules
  - 2. Worksheets
  - 3. A total of 60 minutes of 1:1 coaching by Anastasia Gazarek, acting on behalf of the Company

2. DISCLAIMERS. By participating in the Course, Client acknowledges that the Company is not providing specific advice on your specific situation. You should consult your accountant or lawyer for advice regarding your individual situation.

The Company is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information provided.

The Company may provide Client with third-party recommendations for such services as bookkeeping software or business apps. Client agrees that these are only recommendations and the Company will not be held liable for the services provided by any third-party to the Client. The Company is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party.

Any testimonials, or examples shown through Company's website are only examples of what may be possible for Client. There can be no assurance as to any particular outcome based on the use of Company's programs, courses, and/or services. Client acknowledges that Company has not and does not make any representations as to a future outcome of any kind that may be derived as a result of use of Company's website, courses, programs, products or services.

3. PAYMENT AND REFUND POLICY.

- a) Upon execution of this Agreement, Client agrees to pay to the Company the full purchase amount.
- b) Company does not offer refunds to ensure that clients are fully committed to the Course.

4. INTELLECTUAL PROPERTY RIGHTS. In respect of the documents created for the Client as part of this Course, the Company maintains all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Client receives access for personal use of any content provided by the Company. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Company to the Client, nor grant any right or license other than those stated in this Agreement. The Company reserves the right to immediately remove Client from the Course, without refund, if you are caught violating this intellectual property policy.

5. RELEASE. Client agrees that the Company may use any written statements, images, audio recordings or video recordings of Client obtained while enrolled in the Course. This includes any content Client may publish to social media accounts and online forums as well as any statements, images or recordings, captured about Customer's participation in the Course.

Client waives any right to payment, royalties or any other consideration for Company's use of such written statements, images, audio recordings and video recordings and Client waives the right to inspect or approve the finished product used by Company. The Company is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Client, their heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of the Client estates have or may have by reason of this authorization.

6. NON-DISPARAGEMENT. The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth herein below. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be

construed to be derogatory or critical of, or negative toward, the Company or any of its courses, programs, affiliates, subsidiaries, employees, agents or representatives.

7. GOOD FAITH. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.
8. DISCLAIMER OF WARRANTIES. The information, education, and coaching provided to the Client by the Company under this Agreement are provided on an “as-is” basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.
9. LIMITATION OF LIABILITY. By using EVERSAVVY FINANCIAL CPA PROFESSIONAL CORPORATION’S services and purchasing this Course, Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transaction. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the Course. Client agrees that use of this Course is at user’s own risk.
10. GOVERNING LAW. This agreement will be governed and construed exclusively in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein and the parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the province of Ontario.
11. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.