

# MYEACOACH

## TERMS AND CONDITIONS

### 1. Introduction

Welcome to myEAcOach! myEAcOach is an online community for executive assistants provided and made available to you by myEAcOach Inc. (the “Company”, “we”, “us” or “our”) through the website located at [www.myeacoach.com](http://www.myeacoach.com) and our mobile application(s) (collectively, the “Platform”).

The following terms and conditions (the “Terms”) are the terms and conditions for the use of the Platform by you.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE PLATFORM.

These Terms constitute a legally binding agreement between you and the Company regarding your use of and access to the Platform, which includes, without limitation, registering for an account (“Account”) on the Platform. You should also read our [Privacy Policy](#), which is incorporated by reference into these Terms.

By accessing or using the Platform, you agree to be bound by these Terms. If you do not wish to be bound by these Terms, please do not access or use the Platform.

These Terms do not alter in any way the terms and conditions of any other agreement you may have with us, unless otherwise agreed to in writing by us. If you breach any of these Terms, your authorization to use the Platform automatically terminates and you must discontinue all use of the Platform.

### 2. The Platform

The Platform is an online professional development and networking platform for executive assistants. The Platform enables executive assistants to network with their peers, obtain professional advice and recommendations, share resources and find new opportunities.

### 3. Provision of the Platform

You acknowledge and agree that the form and nature of the Platform may change from time to time without prior notice to you.

You acknowledge and agree that we may stop (permanently or temporarily) providing the Platform (or any features within the Platform) to you or to users generally, at our sole discretion, without prior notice to you. You may stop using the Platform at any time.

### 4. Information Disclaimer

We may provide advice, recommendations, opinions, blog posts, articles and other information on the Platform.

WE DO NOT GUARANTEE OR WARRANTY THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION MADE AVAILABLE ON THE PLATFORM AND ALL INFORMATION IS PROVIDED “AS IS”, WITHOUT ANY REPRESENTATIONS OR WARRANTIES BY US. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT.

### 5. Accounts

In order to use certain features on the Platform you must register for an Account. You must be over the age of majority in your jurisdiction of residence at which an individual can enter into a legal contract to register for an Account. You are solely responsible for ensuring that the use of the Platform in accordance with these Terms in your jurisdiction of residence is permitted by law or regulation. If such use is not permitted by law, we prohibit all access to and use of the Platform.

As part of the registration process, you will be required to provide us with certain information, including, but not limited to, your full name, email address and a password that is unique to the Account. You may also be required to provide us with payment and banking information to facilitate payments to or from your Account. You agree that you will provide accurate, current and complete information about yourself and promptly update all information in your Account to ensure that your Account is accurate, current and complete. You may update or change your Account settings at any time. You are not permitted to transfer or sell your Account to any other person.

#### **5.1 Account Confidentiality**

You are responsible for maintaining the confidentiality of your password. You must notify us if you become aware of a potential breach of security, such as the unauthorized disclosure of your password. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the unauthorized use of your Account.

#### **5.2 Account Termination and Cancellation**

We may terminate, suspend or otherwise restrict or prohibit your access to and use of your Account or the Platform at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party. In connection with the termination of your Account, we may remove your User Content (defined below).

You have the right to close your Account at any time once all obligations associated with the Account have been completed. Please see Section 22, Termination and Cancellation, for more details.

You acknowledge and agree that if we disable access to your Account, you may be prevented from accessing the Platform, your Account details or any files or User Content which are contained in your Account.

### **6. User Content**

You may be permitted to submit, post, upload, publish or otherwise provide articles, images, videos, comments, ratings, reviews, images and other information and materials (collectively, "User Content") to the Platform. You retain ownership rights in or to your User Content. By submitting User Content to the Platform, you grant us a perpetual, non-exclusive, royalty-free, transferrable, assignable, sub-licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, distribute, print, publish and distribute the User Content. You also hereby waive your moral rights in the User Content.

You agree and understand that any User Content you post or provide may be viewed by the general public and will not be treated as private, proprietary or confidential.

You are solely responsible for the User Content that you make available through the Platform and you represent and warrant that (i) you have all necessary rights to grant us the rights granted above and that you have not executed, and will not execute, any agreements in conflict herewith; (ii) the provision of the User Content will not infringe or violate any patent, copyright, trade-mark, or other intellectual property right of any third party; (iii) and the User Content does not violate any applicable law or regulation.

We reserve the right to delete User Content that we, in our sole discretion, deem violates the law (including trademark and copyright law), these Terms, or is abusive, defamatory, obscene or otherwise unacceptable. You shall remain solely responsible for the content of your User Content.

We do not guarantee to pre-screen User Content. We do not guarantee that the Platform will be free from User Content that is inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable. Even in the event that we choose to monitor any User Content, we assume no responsibility for, or any obligation to monitor or remove such User Content. We reserve the right to edit, modify, remove, or refuse to post any User Content or terminate your Account for any reason.

## **7. Use of the Platform by You**

Your use of the Platform is subject to all applicable local, provincial, state and federal laws and regulations.

Unless you have been specifically permitted to do so in a separate agreement with us, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Contents (defined below) or any of our products and services for any purpose.

You agree that you will not use the Platform to:

- promote or engage in any unlawful or illegal activities or internet abuse, including unsolicited advertising and spam;
- promote, upload, post, or otherwise make available any material, including User Content, that is abusive, harassing, obscene, vulgar, hateful, sexually explicit, invasive of another's privacy, defamatory or otherwise objectionable or illegal, or that discriminates based on race, gender, religion, nationality, disability, sexual orientation, age, family status or any other legally protected class;
- upload, post or otherwise make available any material that contains viruses, malware or other malicious software
- upload, post, or otherwise make available any material, including User Content, that you do not have a right to make available or that infringes any patent, trade-mark, trade secret, copyright or other proprietary rights of any person. You shall be solely liable for any damage resulting from any infringement of the intellectual property of any third-party;
- make any false representation, including impersonation of any person or entity or misrepresentation of your affiliation with any person or entity;
- engage in any activity that interferes with or disrupts the use of the Platform, including bypassing any measures we may use to prevent unauthorized access to the Platform;
- engage in any activity that attempts to extract any proprietary software used to maintain the Platform; or
- track, trace or harvest any information on any Account or any other person who visits the Platform.

You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under these Terms and for the consequences (including any loss or damage which we may suffer) of any such breach.

## **8. Use of the Platform through Mobile Devices**

You may access and use the Platform through a mobile device, including through a mobile application. You are solely responsible for any software requirements and for any data charges and fees associated with accessing and using the Platform through a mobile device.

## **9. Memberships**

### **9.1 Membership Plans and Fees**

We may offer various membership plans (each a “Membership” or “Membership Plan”). A description of each Membership Plan and the fee for each Membership (“Membership Fee”) is set out on the Platform. We may also offer certain custom-made Membership Plans.

Any Membership Fee will be charged to your designated Payment Method (defined below) in advance on a recurring basis on the calendar day corresponding to the commencement of your Membership (“Membership Renewal Date”). The length of your billing cycle will depend on the type of Membership that you choose. Please visit your Account to see your billing details and payment date.

### **9.2 Renewal and Cancellation**

Each Membership will automatically renew and continue month-to-month unless and until you cancel the Membership. You must cancel the Membership before the Membership Renewal Date to avoid being billed for the renewal. We will provide you with any notice required by applicable law prior to renewal.

You may cancel your Membership at any time. Your Membership will remain in effect through the end of your billing period.

## **10. Mentorship and Personal Coaching Opportunities**

We may provide mentorship and personal coaching opportunities on or through the Platform, including mentorship programs and one-on-one sessions with mentors (each a “Mentor”) and personal coaches (each a “Coach”). A description of each mentorship and personal coaching opportunity is set out on the Platform.

Although the Company takes certain steps to examine the credentials of Mentors and Coaches, it does not confirm their experience or competency. The Company makes no guarantees or representations regarding the skills or representations of any Mentor or Coach or the quality of the mentorship or coaching provided by a Mentor or Coach respectively. It is entirely up to you to: (i) evaluate a Mentor’s and a Coach’s qualifications and experience; and (ii) determine whether a particular Mentor or Coach will meet your requirements. **THE COMPANY DOES NOT GUARANTEE OR WARRANT ANY MENTOR’S OR COACH’S PERFORMANCE OR THE OUTCOME OR QUALITY OF MENTORSHIP PROVIDED BY MENTORS OR PERSONAL COACHING PROVIDED BY COACHES. PARTICIPATION IN ANY MENTORING OPPORTUNITY OR PERSONAL COACHING OPPORTUNITY IS AT YOUR SOLE RISK AND THE COMPANY DISCLAIMS ALL LIABILITY IN THIS REGARD.**

## **11. Events**

You may register for and purchase tickets to events hosted by us, or in partnership with our partners, (each an “Event”) through the Platform. A description of each Event, including the date and cost of each Event, is set out on the Platform. For more information about the terms and conditions applicable to Events, please refer to our [Event Terms and Conditions](#) available at time of registration.

## **12. Changes to Plans, Products and Services**

We reserve the right to adjust the features, fees and pricing of any Membership Plan, product or service provided on or through the Platform in any manner and at any time in our sole discretion. We will provide

you with any notice required by applicable law. Changes will apply following any applicable notice of the changes to you.

### **13. Payments and Billing**

#### **13.1 Payment Method**

In order to make a purchase on the Platform you must provide us with a current, valid, accepted method of payment ("Payment Method"). You can update your Payment Method in your Account.

#### **13.2 Billing and Taxes**

When you make a purchase on the Platform, you authorize us to charge the applicable fee(s) to your designated Payment Method. We will bill you for applicable taxes as a separate line item on each invoice. You are responsible for payment of all sales and use taxes, value added taxes or similar charges relating to the use of the Platform.

#### **13.3 No Refunds**

All payments are non-refundable and there are no refunds or credits for partially used periods.

### **14. Third-Party Information**

Any third-party content, data or publications made available through the Platform are furnished by us on an as-is basis for your convenience and information. Any opinions, advice, statements, offers, or other information made available by third parties, including our partners, program/event hosts, service providers, bloggers, or any user of the Platform, are those of the respective author(s) or publisher(s) and not of the Company.

THE COMPANY DISCLAIMS ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, THAT THE INFORMATION IS ACCURATE OR COMPLETE AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

### **15. Third-Party Sites and Services**

Use of certain links on the Platform will direct you away from the Platform to third-party websites, including our partners' websites. Such third party websites are not under our control, and we are not responsible for the contents of any such website or any link contained in such website. If you decide to access any of the third party websites linked to on the Platform, you do so entirely at your own risk. You acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the use of or reliance on any such third-party websites or the products or service(s) provided on any such websites.

### **16. Privacy and Personal Information**

By accessing or using the Platform, you understand that we will collect and use certain information about you, including personal information. For more information about our collection, use, disclosure and protection of your personal information, please read our [Privacy Policy](#). Questions or requests with respect to your personal information may be sent via email to [connect@myEAcoach.com](mailto:connect@myEAcoach.com).

### **17. Additional Terms**

We reserve the right to amend, modify and supplement these Terms from time to time as it sees fit with additional terms and conditions that govern certain information, content, products and services made available to you via the Platform ("Additional Terms"). By accessing and using the Platform, you accept

and agree to comply with and be bound by such Additional Terms. Please review these Terms from time to time to ensure that you are aware of and understand any Additional Terms.

The Additional Terms and the Privacy Policy (located on the Platform) are hereby incorporated by reference into these Terms and form part of the legally binding agreement between you and us. To the extent that there is a conflict between these Terms and any Additional Terms, the Additional Terms shall govern. These Terms will remain in full force and effect as long as you are a user of the Platform and, in the event of termination of any product, service or feature, you will still be bound by your obligations under these Terms and any Additional Terms.

## **18. Ownership of Intellectual Property Rights**

The contents of the Platform include, without limitation, all information, data, products, materials, services, software applications and tools, design elements, text, images, photographs, illustrations, audio and video contents, artwork, and graphics contained therein or otherwise made available to you in connection therewith (collectively the "Contents") and, unless the context clearly requires otherwise, or we explicitly say so in writing, the term "Platform" includes all of the Contents.

The Platform together with all trade-marks and other intellectual property displayed, distributed, or otherwise made available via the Platform, is the exclusive property of the Company, and its successors, assigns, licensors, and/or suppliers. Unless you have agreed otherwise in writing with the Company, nothing in these Terms gives you a right to use any of the Contents, our trade-marks or other intellectual property of the Company. You may not assign or transfer any of the Contents and you may not grant a license to use or access the Platform to any party.

No information or statement contained in these Terms or the Platform shall be construed as conferring, directly or by implication, estoppel or otherwise, any license or right under any patent, copyright, trademark, or other intellectual property right of the Company or any third party. You must not alter, delete, or conceal any copyright or other notices contained on the Platform, including notices on any of the Contents that you are permitted to download, transmit, display, print, or reproduce from the Platform.

Any unauthorized or prohibited use of any Contents may subject you to civil liability, criminal prosecution, or both, under applicable federal, provincial, state and local laws.

You may not create a link to the Platform without our prior permission. We may, however, if requested, grant a limited, nonexclusive right to create a link to the Platform provided that such link is to the entry page of the Platform and does not portray us or any of its activities or services in a false, misleading, derogatory, or otherwise negative manner.

The limited rights granted to you under these Terms may be revoked by us at any time for any reason whatsoever.

## **19. Warranty Disclaimer**

SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF WARRANTIES. IN THESE JURISDICTIONS, YOU HAVE ONLY THE WARRANTIES THAT ARE EXPRESSLY REQUIRED TO BE PROVIDED IN ACCORDANCE WITH APPLICABLE LAW.

IN ALL OTHER JURISDICTIONS, EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOUR USE OF THE PLATFORM IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE". WE EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. IN ADDITION, WE DO NOT WARRANT THAT THE PLATFORM IS FREE OF MALWARE OR OTHER

HARMFUL COMPONENTS. YOUR SOLE AND EXCLUSIVE REMEDY, AND OUR SOLE OBLIGATION TO YOU OR ANY THIRD PARTY FOR ANY CLAIM ARISING OUT OF YOUR USE OF THE PLATFORM, IS THAT YOU ARE FREE TO DISCONTINUE YOUR USE OF THE PLATFORM AT ANY TIME.

## **20. Limitation of Liability**

SOME JURISDICTIONS DO NOT PROVIDE EXCLUSION OF LIMITATION OF LIABILITY FOR ALL TYPES OF DAMAGES. IN THOSE JURISDICTIONS, WE WILL ONLY BE LIABLE TO YOU FOR DAMAGES THAT WE ARE EXPRESSLY REQUIRED TO BE LIABLE TO YOU UNDER APPLICABLE LAW.

IN ANY OTHER CASE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU IN CONNECTION WITH YOUR USE OF THE PLATFORM, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT, LOST OPPORTUNITIES, LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS.

THE LIMITATIONS ON OUR LIABILITY TO YOU IN THIS SECTION SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

## **21. Indemnity**

You agree to indemnify and hold the Company, its affiliated companies and their respective agents, employees, directors and officers, harmless from any claim or demand, cause of action, liabilities and costs including reasonable lawyer's fees made by any third party due to or arising out of: (i) your use of the Platform; (ii) the creation, production or posting of any User Content by you; (iii) your violation of these Terms; (iv) any misrepresentations made by you; or (v) your violation of any rights of another.

We reserve the exclusive right, at your expense, to conduct the defence and assume control of any matter, subject to indemnification by you, in which event you shall cooperate with us in asserting any and all available defences.

## **22. Termination and Cancellation**

We may terminate your use of the Platform and/or access to the Contents, features, functionality, products and services made available in connection therewith, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

If you want to terminate your Account with us, you may do so by closing your Account, where we have made this option available to you. Your Account will be closed provided that (i) any disputes in which you have been involved have been satisfactorily resolved; and (ii) you have completed any other obligation(s) associated with your use of the Platform.

When these Terms of Use come to an end, all of the legal rights, obligations and liabilities that you and the Company have benefited from, been subject to (or which have accrued over time while the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by such termination.

## **23. General**

These Terms, together with any Additional Terms, including the Privacy Policy, constitute the entire agreement between you and the Company relating to your use and our provision of the Platform.

You agree that the Company may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on the Platform.

You agree that if the Company does not exercise or enforce any legal right or remedy which is contained in these Terms (or which the Company has the benefit of under any applicable law), this will not be taken to be a formal waiver of the Company's rights and that those rights or remedies will still be available to the Company.

If any provision of these Terms is held to be illegal, invalid or unenforceable, this will not affect any other provision of these Terms and the agreement between you and us will be deemed amended to the extent necessary to make it legal, valid, and enforceable.

The laws of the Province of Ontario and the federal laws applicable therein shall govern these Terms in all respects, without giving effect to conflicts of laws principles.

No e-mail address found on the Platform may be harvested or otherwise used for purposes of solicitation.

The parties hereto confirm that they have requested that these Terms and all related documents be drafted in English. Any French translation hereof has been provided for information purposes only and does not have any legal value nor create any contractual relationship between the parties. *Les parties aux présentes ont exigé que la présente entente et tous les documents connexes soient rédigés en anglais. Toute traduction de celle-ci est non-officielle, est fournie à des fins d'information seulement et ne crée aucun lien contractuel entre les parties.*

#### **24. Obtaining Our Consent**

To request the consent of the Company for any of the actions for which such consent is required under these Terms of Use, please send an e-mail to [connect@myEAcoach.com](mailto:connect@myEAcoach.com). We reserve the right to refuse any such requests in its sole discretion.

#### **25. Copyright Complaints**

If you believe that someone on the Platform is infringing your copyright, please submit a copyright notice in writing to [connect@myEAcoach.com](mailto:connect@myEAcoach.com), Attention: Copyright Infringement, and include in your notice a detailed description of the alleged infringement.