

End User Terms of Use & License

This End User Terms of Use & License (“**Agreement**”) is a binding agreement between you (“**Licensee**” or “**you**”) and Systems Business Coach Inc. (“**Company**,” “**we**,” “**us**,” “**ours**”). This Agreement governs your use of Company’s Platform (www.systemsbusinesscoach.com, www.organizedandprofitable.com, www.smallbusinesscoachtraining.com, <https://members.smallbusinesscoachtraining.com>), all related mobile and web applications, and the services and products available through the Platform and related mobile and web applications (collectively, the “**Platform**”). We may change the terms of this Agreement from time to time, without notice to you, by posting such changes on the Platform. Changes to this Agreement will be effective when posted and your continued use of the Platform and/or the services made available on or through the Platform after any changes to the terms are posted will be considered acceptance of those changes.

BY USING THE PLATFORM AND CREATING A LOGIN YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE PLATFORM AND DO NOT CREATE A LOGIN.

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY AS THEY MAY IMPACT YOUR LEGAL RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US. SPECIFICALLY, PLEASE REFER TO THE ARBITRATION PROVISION SET FORTH BELOW REQUIRING YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE RELATED TO YOUR USE OF THE PLATFORM ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

1. Use of the Platform. The access to and use of the Platform implies your full acceptance and undertaking to abide entirely by this Agreement. You are not permitted to use, or cause others to use, any automated system or software to extract content or data from our Platform for commercial purposes. Access to our Platform is permitted on a temporary basis. We may update our Platform and so may change the content at any time without notice to you. You are responsible for making all arrangements necessary to access this Platform. You agree not to use the Platform for fraudulent purposes. You also agree not to take any action that will damage, disable or overburden the Platform, or hinder, in any way, the normal use and operation of the Platform. In the event of breach of this Agreement we reserve the right to limit, suspend or terminate your access to the Platform, taking any technical measures necessary for that purpose.
2. Copyright Ownership. The Platform is protected by the copyright laws of the United States and other jurisdictions. You may download or print a copy of the various resources offered on the Platform for your personal, non-commercial use, but you may not copy any part of the Platform for any other purpose, and you may not modify any part of the Platform for any reason. Inclusion of any part of the Platform in

another work, whether in printed, electronic or other form, and inclusion of any part of the Platform in another Platform by linking, framing or otherwise, are expressly prohibited.

3. Trademark Rights. The trademarks, service marks, and logos of the Company ("**Company Marks**"), including SYSTEMS BUSINESS COACH, CERTIFIED SYSTEMS BUSINESS COACH, and ORGANIZED AND PROFITABLE belong exclusively to the Company. The Company Marks are protected from reproduction, imitation, dilution or confusing or misleading uses under national and international trademark and copyright laws. All other trademarks, service marks, and logos are the property of their respective owners. The use or misuse of these trademarks is expressly prohibited and nothing stated or implied on the Platform confers on you any license or right under the Company Marks or the trademarks of any third party.

4. Membership Services License. By purchasing or registering for any membership service from the Platform, Company hereby grants to you a non-exclusive, non-transferable right for personal use of the service, products, materials and documentation offered under the membership services (the "**Services**"). You may use the Services personally only. You further agree that you will not:

- a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties: (i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or the Platform (as applicable) in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software generating the Platform; or
- b) access all or any part of the Platform in order to build a product or service which competes with the Platform or Services; or
- c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party; or
- d) attempt to obtain, or assist third parties in obtaining, access to the Platform.

You will use your best efforts to prevent any unauthorized access to, or use of, the Platform and, in the event of any such unauthorized access or use, promptly notify the Company.

5. License Restrictions. You further agree not to use the Platform for any purpose that is unlawful or that is designed or intended to interrupt, destroy or limit the functionality of the Platform and agree not to use the Platform in any manner that:

- a) copies, modifies, creates a derivative work of, reverse engineers, decompiles or otherwise attempts to extract the source code of the software underlying the Platform or any portion thereof;
- b) is intended to obtain unauthorized access to the Platform, any portion thereof, or any servers or devices on which the Platform or any related data or information is stored;

- c) _____ infringes any copyright, trademark, trade secret, patent or other right of any party, or defames or invades the publicity rights or the privacy of any person, living or deceased (or impersonates any such person);
- d) _____ consists of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- e) _____ causes us to lose (in whole or part) the services of our internet service providers or other suppliers;
- f) _____ links to materials or other content, directly or indirectly, to which You do not have a right to link;
- g) _____ is false, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, as determined by the Company in its sole discretion; or
- h) _____ violates, or encourages anyone to violate this Agreement or any ancillary terms and conditions listed on the Platform.

It should be noted that any discussion forum accessible through a membership subscription is put in place only to allow members to exchange ideas and resources with other members in a secure environment. Therefore, Company reserves the right to delete any offensive, abusive or defamatory comments, promoting illegal activities or comments advertising products or any services for marketing purposes.

6. Use of Paid Courses, Programs, and Associated Material. The Company from time-to-time provides various courses, programs, and associated materials for sale on this Platform. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our courses, programs, and associated material (collectively the "**Courses**") for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Courses in any manner. By ordering or participating in Courses, you agree that the Courses you purchase or download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company. By ordering or participating in Courses, you further agree that you shall not create any derivative work based upon the Courses and you shall not offer any competing products or services based upon any information contained in the Courses.

7. Use Of Free Downloadable Content. The Company provides various resources on this Platform, which users may access by providing an e-mail address. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our resources provided in exchange for an email address (the "**Free Content**") for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Free Content in any manner. By downloading the Free Content, you agree that the Free Content you download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company. By downloading the Free Content, you further agree that you shall not create any derivative work based upon the Free Content and you shall not offer any competing products or services based upon any information contained in the Free Content.

8. Materials Provided To The Platform. The Company does not claim ownership of the materials you provide to the Platform (including feedback and suggestions) or post, upload, input or submit to any

Platform or our associated services (collectively “**Submissions**”). However, by posting, uploading, inputting, providing, or submitting your Submission you are granting the Company, our affiliated companies, and necessary sub-licensees permission to use your Submission in connection with the operation of their 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. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company’s 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.

9. Your Account and Registration Information. In the course of your use of the Platform, you may be asked to register or otherwise provide certain personalized information to us and/or to create a username and password (such information referred to hereinafter as “**Registration Information**”) in order to access certain services or products. You agree to provide us with information that does not impersonate or otherwise misrepresent your association or affiliation with any person, organization or entity. Our information collection and use policies with respect to the privacy of such Registration Information are set forth in our [Privacy Policy](#) which is incorporated herein by reference for all purposes. You acknowledge and agree that you are solely responsible for your Registration Information. You represent and warrant that (a) all required Registration Information you submit is truthful, accurate, complete and correct; and (b) You will maintain the accuracy and completeness of such information. You will be responsible for maintaining the confidentiality of your password and username and for restricting access to your Devices and information so others may not access our Platform using your Registration Information. We will not be responsible for misuse of your Registration Information by any third party, whether authorized by you or not. You are responsible for all activities that occur under your Registration Information. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use, of your Registration Information or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

10. Online Purchases. By purchasing certain Services made available through the Platform (each such purchase, a “**Transaction**”), you may be asked to supply certain information relevant to your Transaction including, without limitation, your credit card number, the expiration date of Your credit card, Your billing address, and shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant us the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws in regard to the receipt, possession, use, and sale of any item purchased from the Platform. By placing an order, you represent that the Services ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to do any one or more of the following: (i) limit the available quantity of or discontinue any product or service; (ii) bar you from making or completing any or all Transaction(s); and (iii) refuse to provide any you with any product or service.

11. Refunds. Company may, at its sole discretion, provide you a full or pro-rated refund of any fees paid if the Platform does not function properly or if Company terminates your Platform access. Please contact

Company at admin@systemsbusinesscoach.com should you experience any Platform issues or to inquire about the status of a refund.

12. Reservation of Rights. You acknowledge and agree that the Platform is provided under license and not sold, to you. You do not acquire any ownership interest in the Platform under this Agreement, or any other rights thereto other than to use the Platform in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Company reserves and shall retain its entire right, title and interest in and to the Platform, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

13. Updates. Company may from time to time in its sole discretion develop and provide Platform updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You may receive notice of available Updates. You agree that all Updates will be deemed part of the Platform and be subject to all terms and conditions of this Agreement.

14. Third-Party Materials. The Platform may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party Platforms or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

15. Term and Termination.

- a) If you are a paid user of the Platform, the term of your Membership will continue in effect until terminated by you or Company as set forth herein.
- b) Company may terminate this Agreement and your account at any time with reasonable advance notice if Company ceases to support the Platform which Company may do in its sole discretion, or if you violate the terms of this Agreement or any other codes of conduct or policies Company may share with you from time to time. Other reasons for termination include: (i) an allegation or actual infringement of any intellectual property right or right of publicity or privacy of any third party; (ii) an allegation of actual defamation; (iii) an allegation or determination that an app does not comply with applicable law; (iv) Company ceasing to do business; or (v) Company filing a petition in bankruptcy, dissolving, or otherwise finding itself unable to pay its debts as they come due.
- c) This license granted under this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- d) Upon termination all other rights granted to you under this Agreement will also terminate.
- e) Termination will not limit any of Company's rights or remedies at law or in equity.

16. Disclaimer of Warranties. THE PLATFORM IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, PLATFORMS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

17. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM OR THE CONTENT AND SERVICES FOR:

a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES

b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE PLATFORM.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

18. Indemnification. You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Platform or your breach of this Agreement. Furthermore, you agree that Company assumes no responsibility for the content you submit or make available through this Platform.

19. International Users. The Platform is controlled, operated, and administered from our offices in Vancouver, British Columbia, Canada. We make no representation that content on the Platform is appropriate or available for use at other locations outside the United States. You may not use the Platform or export its content or products in violation of United States export laws and regulations. If You access the

Platform from a location outside of the United States, you are responsible for compliance with all local laws if, and to the extent, local laws are applicable.

20. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

21. Dispute Resolution. By using the Platform, you and Company agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Platform, or the breach, enforcement, interpretation, or validity of this Agreement or any part thereof ("**Dispute**"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent to Company at: PO Box 156, Wadsworth, OH, 44282. Both you and Company agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and Company would have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such Disputes shall be exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules then in effect in the state of Ohio before one arbitrator to be mutually agreed upon by both parties. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable.

22. Choice of Law and Forum. You agree that the laws of British Columbia, Canada, govern this Agreement and any claim or Dispute that you may have against us, without regard to conflict of laws rules. You further agree that any disputes or claims not subject to the arbitration provision discussed above will be resolved by a court located in Vancouver, British Columbia, Canada and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

23. Age Limitation. The Platform is not intended for use by persons under the age of 18. We do not knowingly collect information from visitors under the age of 18 and in the event that we learn that a person under the age of 18 has provided us with personal identifying information ("**PII**"), we will delete such PII.

24. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Platform and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Platform.

25. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a

conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

26. Modification. We reserve the right to modify the terms of this Agreement at any time. Your continued use of the Platform after any such modifications have been made shall be deemed to be Your conclusive acceptance of any modified version of the Agreement. We will indicate that changes to the Agreement have been made by updating the date indicated after “Last Updated” at the beginning or end of this Agreement. If You do not agree to abide by the initial version and any modified version of the terms of the Agreement, then you are not authorized to use the Platform.

Last Updated: December 16, 2022.