



ONLINE SALES TERMS & CONDITIONS

For a printable version of these Terms and Conditions, click here (insert link).

YOUR AGREEMENT.

Thank you for your interest in purchasing The Supporting Your Sensitive Child Bundle (the Program) from <https://www.mindbodysoulmiracles.com/playful-parenting-bundle> (the "Website").

By proceeding to place an order by clicking "Buy Now," "Complete Order," or any other similar phrases that may appear on the purchase and check out page and or button, by entering your credit card or other payment information, or otherwise rendering payment, either in full or partial payment, for the Program with Mind Body Soul Miracles ("Us", "We", "Our" or "Owner") through <https://www.mindbodysoulmiracles.com/playful-parenting-bundle> ("Our Website") (hereafter defined as a "Purchaser", "You", or "Your"), any Purchaser hereby agrees to be bound by the legally binding terms and conditions herein (the "Terms and Conditions") as a condition of Your receipt of the Supporting Your Sensitive Child Bundle provided by Us.

If You do not agree to be bound by the Terms and Conditions, do not check the box indicating "I agree", "I accept", "I agree with the Terms and Conditions", "I accept the Terms and Conditions", or any other variant of that phrase, and do not proceed with Your order.

Please retain a copy of the Terms and Conditions

ALL SALES ARE FINAL.

LAST REVISION: 20, 04, 2023.

WHEREAS Mind Body Soul Miracles ("Us", "We", "Our" or "Owner") is a person carrying on business as a sole proprietor under the provincial laws of Ontario.

WHEREAS We are a business engaged in the distribution of online coaching courses and other educational materials to support parents including The Supporting Your Sensitive Child Bundle for the purpose of supporting parents and their children.

WHEREAS Purchasers may access the program on the internet via immediate, online delivery, and as such We wish to protect Our rights in the program as a condition of granting You that access.

Now therefore in consideration of the mutual promises made herein, a Purchaser and (YOUR LEGAL NAME as above) agree as follows:

1. AVAILABILITY OF PRODUCT.

a. Products listed on our Website may not be available at the time You make Your order. Your order is subject to availability at Our sole discretion.

2. ACCEPTANCE OF ORDERS.

The Products are only intended for individuals purchasing in the Province of Ontario who are over the age of (18) eighteen years old.

c. Following Your acceptance of these Terms and Conditions and Our acceptance of Your payment, either partial or full, We will deliver the Program in accordance with these Terms and Conditions.

3. DESCRIPTION.

- a. The Program includes, but is not limited to the following:
- i. Four (4) modules, which include:
 - 1. Pre-recorded videos;
 - 2. Workbooks/PDFs;
 - 3. Other resources;
 - ii. Slack channel

We do not represent or warrant that product descriptions and other information on our Website are accurate, complete, reliable, current or error-free.

4. TERM.

a. These Terms and Conditions shall be valid for three (3) years from the date of initial purchase with the exception of the clauses noted to survive this Term, Termination or Expiry of this Agreement.

5. TERMINATION OF YOUR USE.

a. If at any time We believe that You have violated these Terms, We shall immediately terminate Your use of our Site, the Program and any related communications as We deem appropriate and in our sole discretion. At any time, We may block or revoke Your access to Our Site and Program at any time without notice, and if necessary, block Your IP address from further visits to our Site.

6. DISCLAIMERS OF WARRANTIES.

- a. The only express warranties or conditions are provided are those warranties that are described in the description of the goods on this Website.
- b. To the fullest extent permitted by applicable laws, We disclaim all warranties and conditions of any kind, whether legal, express or implied (including warranties and conditions of merchantable quality, merchantability, quality or fitness for a particular purpose, durability and non-infringement), whether arising from statute, course of dealing, usage of trade or otherwise.
- c. This Program is provided on an "as-is" basis, without any warranties or representations, express, statutory or implied including, without limitation, any warranties or representations as to the accuracy, completeness, merchantable quality or fitness for a particular purpose of the Program or any content on this Website.
- d. The use of the Program and the Website is at Your own risk. Without limiting the foregoing, We do not warrant that the Program shall function without failure, error or interruption. The Program may offer guidance regarding parenting decisions, but it is the responsibility of the Purchaser to make the final decision and choose the best option for his/her/themselves.
- e. You hereby understand and accept that We are not a psychiatrist, psychologist, therapist, or doctor.
- f. You hereby accept that the Program has been designed by Us for general educational and informational purposes only, and was created to assist You in learning parenting tips and tools to support your child.
- g. For greater clarity, the Program does NOT include the following:
 - i. The provision of individual advice and feedback about You specifically (no 1-1 calls);
 - ii. The procurement of business or potential clients or leads for You;
 - iii. Introducing You to Our professional network or business relationships;
 - iv. The performance of any business management or professional services for You or Your Company such as legal, financial, accounting, operations, research or development;
 - v. Providing You with therapy sessions in the form of psychotherapy, psychoanalysis, or cognitive behavioural therapy;
 - vi. Providing You with publicity, public relations, marketing or social media marketing or management services; or
- i. This Section will indefinitely survive expiry or termination of these Terms & Conditions.

7. YOUR RESPONSIBILITIES

- a. As stated above, the Program has been specifically developed for educational and informational purposes ONLY. You hereby explicitly agree that We do not guarantee that Your purchase and completion of the Program (including but not limited to full completion of the materials, live videos, pre-recorded videos, worksheets, and take-aways, thoughtful and meaningful participation in all group communication, use of the of the Program's private

Slack Channel, implementation of all advice and techniques contained in the Program ("Complete Use") will guarantee You accomplish Your goal or specific milestone achievement whatever that may be.

b. In completing the Purchase, You hereby accept and acknowledge that You retain full responsibility for whatever results You garner from the of the Program.

c. For greater clarity, You agree that We do not guarantee You will attain Your goals simply with Complete Use of the Program. You agree that Your results, in whatever form including but not limited to income, financial, business or otherwise, are Your responsibility and You also agree that You are solely responsible for any decisions You choose to make or not to make based on Your access to and/or use of the Program, and You hereby indemnify Us from any liability regarding any said decision.

8. PAYMENT.

a. During the check-out process You will be provided with a list of the goods You are purchasing, their price, and a list of all additional charges. You will be asked to confirm Your order at the end of the check-out process.

b. Upon execution of these Terms and Conditions by Your clicking "Buy Now," "Complete Order," or any other similar phrases that may appear on the purchase and check out page and or button, You hereby agree to pay to Us the full purchase amount for the Program, set out in the box labelled "Order Total" (regardless of what payment option You select at checkout).

c. The Order Total is set out in Canadian dollars and includes any fees and applicable taxes. The Order Total will be charged to the credit card You entered when the product is purchased. You may pay using one of the following credit cards: (list payment methods). If Your payment is declined or reversed for any reason, Your order will be cancelled and Your order will not be completed.

d. If You select a payment plan option, You hereby agree to pay the full purchase amount and all fees or Order Total pursuant to the payment schedule outlined at checkout and selected by You before the Program end date, or else We reserve the right to send You to collections for any outstanding monies due and owed under this Agreement.

e. By proceeding to place an order by clicking "Buy Now," "Complete Order," or any other similar phrases that may appear on the purchase and check out page and or button, by entering Your credit card or other payment information, or otherwise rendering payment, either in full or partial payment for the Program. You authorise Us to charge the credit card or account used at checkout to complete all payments pursuant to the payment plan You selected at checkout, and You do not require separate authorization for each payment.

f. Any payments not received within 10 calendar days of their due date shall result in Your breach of these Terms and Conditions and may result in Your complete revocation from and any future access to the Program.

g. You hereby accept and agree that You shall still continue to remain responsible to make all payments due and owing under these Terms and Conditions to Us, even in the event Your access to the Program is revoked.

h. You shall not threaten or make any chargebacks to Our account or cancel the credit card that is provided as security without Our prior written consent. We reserve the right to collect any and all monies owed by You to Us for the Program, by any means necessary within the parameters of the law. In the event of a chargeback, We reserve the right to report the incident to credit reporting agencies as a delinquent account. You shall be responsible to pay for any fees associated with recouping payment, including but not limited to, collections fees and legal fees.

i. This Section will indefinitely survive expiry or termination of these Terms & Conditions.

9. TERMINATION.

a. These Terms and Conditions may only be immediately terminated by Us by written notice emailed to You for breach of these Terms and Conditions.

b. You do not have the right to terminate under these Terms and Conditions.

c. Your dissatisfaction with Our delivery of the Program, or the educational teaching style, methods or other techniques are not valid legal reasons for You to attempt to request the return of any payments made to Us or termination of these Terms and Conditions to which You are hereby bound. Regardless of whether or not You have Complete Use of the Program, and/or regardless of Your level of satisfaction with the Program, You hereby expressly agree to remain responsible for all outstanding payments due and owing under these Terms and Conditions by nature of Your choosing to make the first payment at checkout and clicking to verify and acknowledge Your acceptance of these Terms and Conditions.

10. REFUND POLICY.

a. All sales are final for this Program. Due to the inherent nature of educational programs and the electronic transmission of the same, there are no refunds.

13. INTELLECTUAL PROPERTY.

a. The Program and all content, information and documents including, but not limited to:

i. Company's proprietary methods, systems, course material, and formulae;

ii. Company's solutions, and other content or strategies;

iii. Other examples of intellectual property found on our website and within our products and Programs include, but are not limited to: trademarks, service marks, layout, logos, business name, design, text, written copy, certain images, podcast recordings, videos, audio files, and all of our paid products (collectively referred to as "Intellectual Property").

(collectively referred to as “Intellectual Property”) are owned or licensed by Mind Body Soul Miracles and are protected under applicable copyright, trademark and other intellectual property laws.

b. This Section will indefinitely survive expiry or termination of these Terms & Conditions.

14. LIMITED LICENCE.

a. The use of this service provides You with a limited, non-exclusive, non-transferable licence for use of the Intellectual Property solely by You for Your own personal and internal business use, and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of the service or any content may be reproduced in any form or incorporated into any information retrieval system other than for Your personal use (but not for resale or redistribution).

b. You may not deploy scraping technology or engage in bulk downloads of information on this website. You must not modify, translate, merge with other data, frame in another website, post on another website or otherwise use the content for a commercial purpose or further display, distribute or publish the service or content for use by others, or pass the Intellectual Property off as Your own. The rights granted to You do not include the right to use any registered trademark. You acknowledge that Your purchase of this Program is for Your single individual use. You shall not copy, reproduce, transmit, modify, edit, create derivative works from, alter, sell, or share with others any products or parts of the Program without prior written consent or unless provided otherwise.

Nothing in this Agreement shall transfer ownership of or rights to any of Our Intellectual Property to You, nor grant any right or licence other than those stated in these Terms and Conditions.

This Section will indefinitely survive expiry or termination of these Terms & Conditions.

15. NON-DISCLOSURE, CONFIDENTIALITY & NON-DISPARAGEMENT.

a. “Confidential Information” includes, but is not limited to:

- i. Any systems, sequences, processes or steps shared with Customer;
- ii. Any information disclosed in association with this Agreement, including any Intellectual Property as defined above;
- iii. Any systems, sequences, processes, or trade secrets in connection with the Product or Company’s business practices.

b. We take pride in Our proprietary information included in each Program. As such, You agree and acknowledge all Confidential Information shared through this Program is confidential, proprietary, and belongs exclusively to the Company. You agree not to disclose any Confidential Information and agree to protect Our Confidential Information with at least the same degree of care that You would use to protect Your own Confidential Information, but in any event, with not less than a commercially reasonable degree of care.

c. We will protect Your personally identifiable information according to Canadian Privacy Laws. However, from time to time, We may use general statements about Your success for testimonials as part of Our marketing strategy. By agreeing to these Terms and Conditions, You hereby agree that We are granted rights by You to make use of Your success stories and any testimonials (whether in the form of text, audio or video file) in any matter across any media at any time now or in the future at the sole discretion of Company and You hereby agree to waive all right to receive any consideration or compensation for Our use of Your testimonial, including your moral rights.

d. You shall not disparage Our business, agents, or owners in their personal capacity or otherwise take any action that can reasonably be expected to adversely affect Our reputation and/or goodwill, and shall also not disparage Our clients, or referral partners. This includes explicit disparagement and implicit or inferred disparagement, including but not limited to online, in writing, verbal, or in person.

e. This Section will indefinitely survive expiry or termination of these Terms & Conditions.

16. LIMITATIONS OF LIABILITY & INDEMNITY.

a. Certain jurisdictions, such as Québec, do not allow the exclusions of damages. If these laws apply to You, some of the following exclusions of liability may not apply to You.

b. In no event will We be liable to You for an amount greater than the Order Total, exclusive of taxes and shipping, or for any indirect, incidental, special, exemplary, punitive or consequential damages of any nature (including loss of use, loss of data, loss of profit and loss of savings) to You whether arising in connection with the use of this Website or the products, including but not limited to the Program, irrespective of whether Your claim arises in contract, tort (including negligence and product liability), strict liability, restitution, breach of statute or any other theory of law, or whether arising from Your own actions, omissions and decisions made based on Your access to and use of the Program, including but not limited to Your decision to leave a job, decision to invest or not invest in an opportunity, decision to start a business, or any of Your business or financial decisions, and even if We had been advised or had reasons to know of the possibility of such damages.

c. In no event will We be liable for damages or losses resulting from viruses, data corruption, failed messages, transmission errors or problems, loss of use or lack of availability of the service or the website, even if We have been advised of the possibility of such damages or claim.

d. By using Our services and purchasing this Program, You accept any and all risks, foreseeable or unforeseeable, arising from such a transaction. You agree that We will not be held liable for any damages of any kind resulting from the use or misuse of the Program. You agree that use of this Product is at Your own risk.

e. This Program may be distributed by Us either directly or through a thirdparty platform. Access to this Program is currently through a third-party platform, Kajabi, LLC. ("Kajabi"). Company is not liable for any limitation of access to the Product caused by Kajabi.

f. You hereby agree to indemnify Us against losses sustained by Us arising out of any final judgement for damages awarded by a court of competent jurisdiction to a third party, to the extent that such damages result from an act or omission, including an act or omission in breach of these Terms and Conditions by You.

g. This Section will indefinitely survive expiry or termination of these Terms & Conditions.

17. AMENDMENT TO THE TERMS.

a. We reserve the right to amend the Terms at any time without notice to You. The Terms that govern Your order will be the Terms posted to our Website on the day and time that You place Your order. Each time You place an order You should review and print the Terms.

b. We reserve the right to amend the Terms and Conditions at any time by posting amendments on this website. You are responsible for reviewing the amendments on this Website and You are deemed to be aware of such amendments (number) days after the amendments are posted or on the date specified in a notice to You. Continued use of the Program or access of this Website after the amendments have been posted constitutes Your acceptance of the amended Terms and Conditions.

18. APPLICABLE LAW.

a. The Terms are governed by the laws of the province of Ontario without reference to conflict of laws principles.

b. The exclusive jurisdiction for any claim, action or dispute with us will be in the courts of the province of Ontario unless required otherwise by applicable laws of Your province of residence.

c. This Section will indefinitely survive expiry or termination of these Terms & Conditions.

19. SEVERABILITY.

a. If any provision or part of a provision of the Terms and Conditions is determined to be unenforceable by reason of applicable laws, it shall be severed from the rest of the Terms and Conditions, which will continue to apply.

b. This Section will indefinitely survive expiry or termination of these Terms & Conditions.

20. ENTIRE AGREEMENT AND NOTICES.

a. The Terms and Conditions, Your purchase order and Our confirmation of shipping or delivery (if applicable) constitute Our entire agreement with You.

b. Any notices required or permitted to be given under the Terms and Conditions or applicable laws may be given to You at the e-mail address You provided to us during Your order. Any notice given to You will be effective 7 days after We send the notice to You, irrespective of whether You receive it or it is returned to us as undeliverable.

c. You may contact us at: amanda@mindbodysoulmiracles.com.

d. This Section will indefinitely survive expiry or termination of these Terms & Conditions.

21. YOUR AGREEMENT.

If You agree with these terms and conditions and intend to be legally bound by them, please click on the "I accept" button below. If You do not agree with these terms and conditions, click on the "I decline" button below. You may only proceed if You accept the Terms and Conditions.