

## TERMS AND CONDITIONS

Last updated on September 23rd, 2020

**Notice:** These Terms and Conditions of Use (“Terms”) are legally binding. It is your responsibility to carefully read these Terms prior to accessing our website (“Site”), purchasing any courses, products, programs, e-books or merchandise, including but not limited to, YES SUPPLY METHOD Coaching and NLP Practitioner Certification, YES SUPPLY Master Coaching and NLP Practitioner Certification, YES SUPPLY Trainer of NLP and Hypnotherapy Certification and any other courses listed on the Site (“Courses”) or otherwise using any of our content and resources (collectively, the “Services”).

This Site and its Services is owned and operated by **YES SUPPLY INC.** a corporation operating under the laws of the Province of Ontario and federal laws of Canada, where applicable. In these Terms, “we”, “us” and “our” refer to YES SUPPLY INC. and the terms “you” or “your” refer to any individual user of our Services.

These Terms govern and define your use of our Services. We reserve the right to update and change these Terms at any time and it is your responsibility to review these Terms periodically. You can review the most current version of our Terms at any time by visiting this page. Your continued use of or access to Services affirms your acceptance of any changes to our Terms.

## USE OF SERVICES

### Acknowledgement and Consent to Terms

When you accessed our Site, you were given reasonable notice that these Terms existed. By accessing our Site, you confirm you are at least 18 years old or the age of majority in your jurisdiction and acknowledge and agree to these Terms and our Privacy Policy. By continuing to use our Services, you are legally bound to these Terms and our Privacy Policy whether or not you have read them. If you do not agree with these Terms or our Privacy Policy, please discontinue use of our Services immediately. If you wish to have any of your personal information and/or access to our Services removed, you may email us at [hello@yessupply.co](mailto:hello@yessupply.co) and we will make reasonable efforts to do so. More information about how we collect, process and store your personal information can be found in our [Privacy Policy](#).

### Your Communication with Us

Any communications made through our ‘contact’ form, blog, Facebook, YouTube or Instagram or other social media platforms, newsletter sign up, or other related pages, or directly to our phone(s), mailing or email addresses is not held privileged or confidential and is subject to viewing and distribution by third-parties. We own any and all communications displayed on our website, servers, comments, emails, or other media as permitted under law and will not give credit or pay royalties for unsolicited user-generated content such as in any comments or emails. For more information on when and how we store and use your communications or any information provided by you in those communications, please refer to our Privacy Policy. We maintain the right to republish any communication or submission, in whole or in part, as reasonably necessary in the course of our business. You agree not to submit any content or communications that contain sensitive information or that could be illegal or serve an unlawful purpose, including, but not limited to communications that are potentially libelous or maliciously

false, obscene, abusive, negligent, or otherwise harmful or inappropriate. Abusive, inappropriate or degrading comments or actions towards us or any other user of our Services will not be tolerated. We reserve the right to block your access to our Services as a result of any such behaviour that we deem inappropriate, in our sole discretion.

### **Updates and Changes to Site**

While we aim to keep this Site as up-to-date as possible, we do not guarantee that all content on our Site is entirely accurate, complete or up to date. We reserve the right at any time to modify or discontinue, in whole or in part, any Courses or Services offered, and change the price for any Course or Services on our Site without notice, at any time. We are not liable to you or any third-party for any modification, price change, suspension or discontinuation of any Course or Services.

## **FEES AND REFUNDS**

### **Fees**

Fees for our Courses and Services are as listed on our Site or upon signing up for a Course and billed in USD. We reserve the right to change our fees at any time and without notice.

### **Refunds**

We provide a full refund guarantee within ten (10) days of registering for a Course or Services with written notice. We may, at our sole discretion, place a Course on hold as determined on a case-by-case basis. If any product was damaged during shipping, please contact us within seven (7) days of your receipt of the product and we will issue a replacement product. Please note we will not replace the product if it was damaged as a result of being dropped or damaged as a result of your use.

### **No Chargebacks**

We use third-party payment processors to collect and process payment for certain Courses and Services, such as but not limited to, PayPal and Thrivecart. You are responsible for reviewing the third-party terms that may be applicable when you make a purchase from us and you expressly acknowledge and agree that our Terms, and specifically our refund policy, supersedes the terms of use and refund policies of any third-party payment processor. You acknowledge and agree that you will be responsible for any fees, including legal fees, incurred by us as a result of recouping any fees owing to us as a result of your initiation of any chargeback.

## **INTELLECTUAL PROPERTY AND OWNERSHIP OF RIGHTS**

### **Intellectual Property Rights**

All of our intellectual property, including but not limited to images, text, Course materials (including, but not limited to, guidebooks, lessons, plans, workbooks, and worksheets) designs, graphics, videos, coaching models, coaching techniques, coaching tools, e-books, meditations, blog posts, audio content, coaching scripts, logos, taglines, trademarks, copyrights, and service marks (collectively "Content") provided on our Site, Courses and all Services are proprietary and owned by us unless attributed otherwise. All of our Content is provided for your personal, non-commercial use only, and may not be copied, distributed, or sold.

## **Violations**

We have worked hard to ensure our Content is unique and we take violations and infringement of our intellectual property rights very seriously. We reserve the right to take whatever legal steps necessary to protect and defend our intellectual property rights and violators will be prosecuted to the fullest extent permissible by law. You agree to carefully manage your use of the Services, Courses and any related materials in order to ensure strict compliance with these Terms. For clarity, you are not allowed to:

- Modify, copy, reproduce, upload, post, transmit, translate, sell, create derivative works, exploit or distribute in any matter or medium any of our Content (including by email or other electronic means);
- Share or distribute any Content relating to any Course with anyone who has not purchased it themselves;
- Re-sell, trade or share your passwords to access the Course;
- Republish any of our Content without our express written permission;
- Use any of our Content except as expressly set out in these Terms or as may be agreed to by us in writing from time to time;
- Use any of our Content in an unlawful way or for any illegal or unlawful purposes.

## **Use of Content**

You may, from time to time, download and/or print a copy of individual pages from our Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices and marks.

## **Requests to Use Content**

If you wish to use, publish or refer to our Content, you must first request permission to do so by emailing us at [hello@yessupply.co](mailto:hello@yessupply.co). Permission is not granted until you receive express permission in writing from us and you agree to any terms we outline for use, such as providing obvious credit to us by linking back to our Site or to the social media platform where the Content was originally posted. In no event do you obtain any rights or ownership in Content, or may you claim that it is your own creation.

## **Course Use and License**

Subject to and in accordance with these Terms and any additional guidelines provided by us, upon purchasing a Course, we grant you a limited, non-transferable, non-assignable, non-exclusive, revocable license ("License") to make individual use of the Course, including any Course updates. This License provides you the ability to view the Course in accordance with the foregoing License. Specifically, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit or distribute in any manner or by any means (including by email, on any social media platform or other electronic means) any materials or content provided as part of the Course. You may however, from time to time, download and/or print the materials as needed for your personal and individual use only, and provided that you keep intact all copyright and other proprietary notices. You may not assign or transfer your obligations or rights granted under this section to any person at any time. We reserve the right at any time to revoke the License and terminate your access to the Course at any time if we, in our sole discretion, discover or determine that you have violated these Terms.

We will make reasonable efforts to notify you of any violation of the Terms and the opportunity to remedy your violation. If, however, you fail to remedy the violation or continue to violate these Terms, we will terminate your access to the Course and you will not be entitled to any refund of fees.

### **Prohibited Behaviour**

By using our Services, you agree not to misuse or tamper with same, including but not limited to hacking, introducing viruses, trojans, worms, logic bombs, or other technologically harmful material, that would harm the functionality of, or jeopardize the security of our Services. We will immediately report any such breach or what we deem in our discretion to be harmful activities to the relevant law enforcement authorities. You agree to indemnify, defend and hold us harmless for any and all third-party claims, liability, damages and/or costs arising from your use and misuse of our Services and your breach of these Terms.

### **Non-Disparagement**

By using or accessing our Site and/or Services, you agree not to make any false, disparaging or derogatory comments or statements in public or private regarding the Company, Coach, its employees or agents.

## **ASSUMPTION OF RISK AND DISCLAIMERS**

### **Acknowledgement and Assumption of Risk**

The Services and Courses provided by us are strictly for informational and educational purposes only. You expressly acknowledge and assume all risk associated with your use of the Services and any subsequent actions you choose to take or not to take, as a result of the information or materials provided to you as part of the Services. Risks include, but are not limited to, engaging in physical activity, mindfulness and exercises that may lead to serious injury and damages, and/or financial damages, illness, headaches, disruption in sleep, dizziness, and changes in physical feelings and world outlook. Mindset and subconscious mind work and practices should not be done if you have any health or mental health concerns without the consultation of a doctor and/or regulated healthcare provider. You expressly acknowledge that the dangers and risks associated with the Services and Courses listed here are not complete. Your voluntary participation in the Services and Courses illustrates your understanding and assumption of all the risks and potential risks of the Services and Courses. All information, coaching education and exercises provided by us are general in nature and are not uniquely designed for any individual participant.

### **Not Personal Medical or Health Advice, No Patient-Client Relationship**

While we have backgrounds and certifications in coaching and mindset practices, and may work with regulated healthcare providers and other professionals, you understand and agree that you are not receiving personalized advice as a result of using or purchasing any Services. You expressly acknowledge and agree that We are not acting in any professional capacity, including medical, legal, financial, or otherwise during the course of any Service. In no way is the information contained in the Services to be construed as personalized advice or diagnosis, and we confirm we are not acting in a regulated professional capacity or providing our professional services to you personally in any way. It is understood that by purchasing a Course or using any of our Services there is no patient-healthcare provider relationship formed. If you have medical

questions related to your personal physical health, mental health and/or overall well-being, you should consult your doctor, licensed psychologist or other qualified mental health professional. We expressly disclaim any and all responsibility for any actions or omissions you choose to make as a result of using our Services.

### **General Disclaimer**

To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect, or consequential loss or damage incurred by you or others in connection with the use of our Services, including without limitation any liability for any injuries, harm, loss, damage, death, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, financial loss of any kind, and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, and whether foreseeable or unforeseeable. You are solely responsible to ensure that you are permitted to practice the Services and YES SUPPLY techniques in your home jurisdiction and We are in no way responsible if you are not able to make use of your Course certification due to regulations or licensing requirements in your jurisdiction.

### **Warranties and Guarantees Disclaimer**

We make no warranties and provide no guarantee of any particular result or outcome as a result of your use of our Services. You agree that all Services are provided “as is” and without warranty of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, we expressly disclaim all warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. We may provide testimonials or reference certain outcomes or results, however you understand and acknowledge that we make no guarantee as to the accuracy of any third-party statements or the likelihood of any particular outcome for you as a result of any statements or testimonials contained on our Site, Course or as part of the Services.

### **Earnings Disclaimer**

You agree that you understand individual outcomes will vary. Case studies or testimonials are not indicative of guaranteed results. Each individual user approaches our Services with different backgrounds, disposable income levels, motivation, and other factors that are outside of our control. We cannot guarantee your success or financial gain merely upon access of our Site or your use of Services.

### **Third Party Disclaimer**

You acknowledge and agree that we are not liable for any defamatory, offensive, or illegal conduct of any other participant or user, including you. We may provide content to you written by third-party contributors. While we make our best effort to ensure all of our writers are qualified in their industry and reflect our values, we make no guarantees of quality or accuracy. All written content on the Site are opinion pieces and must not be interpreted as the opinion of YES SUPPLY INC. or be taken as fact, medical or professional advice. We are not liable for any third-party contributors’ content or opinions. You must not rely on Site content or third-party contributors’ opinions and always seek the appropriate professional advice for any health matters.

### **OPTIONAL Online Store Disclaimer**

Certain Services may be available exclusively online through the Site and in limited quantities. We have made every effort to display as accurately as possible the colours and images of our products that appear on the Site. We cannot guarantee that your computer monitor's display of any colour will be accurate. We reserve the right, but are not obligated, to limit the sale of Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. All descriptions of Services and pricing of Services are subject to change at any time without notice and we reserve the right to discontinue any product at any time. We do not warrant that the quality of any Services will meet your expectations, or that any errors in the Service will be corrected.

### **Technology Disclaimer**

We make reasonable efforts to provide you with modern, reliable technology, software, and platforms from which to access our Services. In the event of a technological failure, you accept and acknowledge that we are not in any way responsible or liable for said failure and any resulting damages to you, and while we will make reasonable efforts to support you, some technological issues are outside our control and you may need to access support from a third-party provider. We do not warrant that the Site, Services, Course or related materials will be functional, uninterrupted, correct, complete, appropriate, or error-free, that defects will be corrected, or that any part of the Site, Services, Course or any other content are free of viruses or other harmful components. We do not warrant or make any representations regarding third-party websites in terms of their correctness, accuracy, timeliness, reliability, or otherwise.

## **SECURITY**

### **Security**

When you purchase a Course, you are required to create a username and password to access the Course. It is your responsibility to protect your username and password from theft or any other means of unauthorized use that would violate these Terms. If you become aware that your password has been compromised, or your account has been breached, it is your responsibility to notify us immediately by emailing us at [hello@yessupply.co](mailto:hello@yessupply.co).

### **Use of Third-Party Applications**

In order to run our Site and provide our Services, we use third-party applications for delivering the Course, products and payments, such as but not limited to, Thrivecart, Stripe and PayPal, as well as a number of third-party applications in order to host our website, deliver newsletters and otherwise deliver our Services, such as but not limited to, Wordpress and Zoom. When you make a purchase from our Site, or access the Course, you may be subject to additional terms and conditions that apply to your purchase or use of Services. It is your responsibility to review the terms of use for third-party applications and you agree that we will not be liable for any loss, damage or other matters of any sort incurred as a result of your use of third-party applications. If you do not agree with the terms of use for any third-party application used by us, please discontinue use of our Services immediately. For more information as to how your personal information is collected, stored and processed, please refer to our [Privacy Policy](#). For a full list of third-party applications, you can contact us at [hello@yessupply.co](mailto:hello@yessupply.co).

### **Confidentiality**

you acknowledge that We have no duty of confidentiality to you, unless otherwise explicitly stated or as may be mandated by law or fiduciary duty.

## **INDEMNIFICATION, LIMITATION OF LIABILITY, AND RELEASE OF CLAIMS**

### **Release, Indemnity and Waiver**

Our Services and related materials are provided for educational and informational use only. YOU HEREBY AGREE TO INDEMNIFY RELEASE AND SAVE HARMLESS **YES SUPPLY INC.** AND ITS AGENTS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS (“RELEASED PARTIES”) FROM ANY DIRECT OR INDIRECT LOSS OR CONDUCT INCURRED AS A RESULT OF YOUR USE OF OUR SERVICES AND/OR ANY RELATED COMMUNICATIONS, INCLUDING AS A RESULT OF ANY CONSEQUENCES INCURRED FROM TECHNOLOGICAL FAILURES SUCH AS A PAYMENT PROCESSOR ERRORS OR TECHNOLOGICAL MALFUNCTIONS. YOU FURTHER WAIVE ANY RIGHT YOU MAY HAVE AGAINST THE RELEASED PARTIES AND ANY LEGAL RECOURSE FOR ANY DAMAGES, COSTS, LOSSES OR EXPENSES YOU MAY INCUR AS A RESULT OF YOUR USE OF OUR SERVICES. YOU ACKNOWLEDGE THIS RELEASE OF LIABILITY IS BINDING ON YOUR HEIRS, EXECUTORS AND ANYONE ELSE WHO MAY BE ABLE TO BRING A LEGAL ACTION ON YOUR BEHALF IN THE FUTURE.

### **Limitation of Liability**

We will not be held responsible or liable in any way for the information, products, or materials that you request or receive by using our Services. We do not assume liability for any third-party conduct, accidents, delays, harm, or other detrimental or negative outcomes as a result of your access of our Site and Services. If for any reason whatsoever we are found liable, damages will be limited to the amount of any fee paid to us by you for Services, if any, or otherwise limited to the greatest extent permissible by law.

### **Affiliates**

We may use affiliate links to sell certain products or services on our Site or recommend products in our Course. In doing so, we disclaim any and all liability as a result of your purchase through one of the links, including but not limited to, the delivery, quality and safety of the purchased product or service. We will use reasonable efforts to notify you when and where we have placed affiliate links in addition to this disclaimer located in these Terms. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on our Site and/or related communications. You further agree it is your obligation to read the terms and conditions for any affiliate site, services or products.

### **Termination of Use**

If at any time we believe that you have violated these Terms, we reserve the right to immediately terminate your use of our Services and in our sole discretion. This includes revoking access to any Course you purchase, in which case you will not receive any refund of any fee paid.

### **Full Agreement**

Before you register with our website or access or purchase any Services, you will be asked to consent to our Privacy Policy at which time the terms of the Privacy Policy, together with these Terms constitute the full agreement between you and our company relating to the use of the Site and Services.

**Governing Law and Jurisdiction**

These Terms as well as our Privacy Policy are governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada where applicable. Any disputes arising directly or indirectly from this Agreement will be submitted and heard exclusively in the courts of Toronto, Ontario.

**Severability**

If any of the provisions of these Terms are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not, to the extent permitted by law, in any way be affected and will remain enforceable.

**Survival**

These Terms and Conditions shall survive and will continue to be in full force and effect notwithstanding your decision to discontinue your use of our Services.

**Waiver of Breach**

The waiver by us of any breach of these Terms by you will not be taken to be a waiver of any of your future breaches. We reserve the right to exercise or enforce our rights at a later date.

**All Rights Reserved**

All rights not expressly set out and granted in these Terms and/or our Privacy Policy are reserved by YES SUPPLY INC.

**Contact**

If you have any questions about these Terms and Conditions of Use, please contact us by email at [hello@yessupply.co](mailto:hello@yessupply.co)