

Sparking Potential Consulting Ltd. Terms and Conditions of Use
(the “Terms of Use”)

1. Introduction

- 1.1** These Terms of Use constitute a legal agreement and are entered into by and between you and Sparking Potential Consulting Ltd. (the “**Company**,” “**we**,” “**us**,” “**our**”). These Terms of Use, together with the Privacy Policy and/or any additional terms that they expressly incorporate by reference, govern your access to and use of www.sparkingpotential.com (the “**Website**”) including any content, functionality, product, and/or service offered on or through same.
- 1.2** By using the Website, you accept and agree to be bound and comply with these Terms of Use and by our Privacy Policy.

2. Definitions

- 2.1** The Definitions in these Terms of Use have the following meanings (being the same meanings as defined in the Privacy Policy):
- a. “**Personal Information**” means any information about an identifiable individual that can be used on its own or with other information to identify, contact, or locate a single person. It includes your name, mailing address, e-mail address, telephone number, Internet Protocol (IP) address used to connect your computer to the Internet, user name, billing information, and any other identifier that we may use to contact you.
 - b. “**Products**” means the proprietary digital products the Company has developed and are available for purchase on the Website for purchase on the Website, which include but are not limited to material related to online courses and workshops.
 - c. “**Services**” means the proprietary services the Company has developed which include but are not limited to newsletters, shared content, workshops, courses, direct consulting and design services, and our blog.

3. Modifications to Terms of Use and Website

- 3.1** We reserve the right in our sole discretion to revise and update the Terms of Use from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the Terms of Use in order to be aware of any such modifications and your continued use shall be your acceptance of such changes.
- 3.2** The information and material on this Website may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

4. Use and Security

- 4.1** The security of your Personal Information is very important to us. We use physical, electronic, and administrative measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration, and disclosure. However, users of the Website are also responsible for the safety and security of their Personal Information.
- 4.2** Website users are responsible for obtaining their own access to the Website. Users are required to ensure that all persons who access the Website through their internet connection are aware of the Terms of Use and comply with them. The Website, including content or areas of the Website, may require user registration. It is a condition of your use of the Website that all the Personal Information you provide on the Website is correct, current, and complete.
- 4.3** Although we do our best to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted to our Website. Any transmission of Personal Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.
- 4.4** Your provision of registration information and any submissions you make to the Website through any functionality such as applications, e-mail, message boards profiles, forums, bulletin boards and other such functions constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy.
- 4.5** Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other identifying information. Further, you understand and agree that, should you be provided an account, your account is personal to you and you agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.
- 4.6** We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of the Terms of Use.
- 4.7** You are prohibited from attempting to circumvent and from violating the security of this Website, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) disrupting network services and otherwise disrupting the Website owner's ability to monitor the Website; (e) using an automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (f) introducing any viruses, or other

material that is malicious or technologically harmful; (g) attacking the Website; and (h) otherwise attempting to interfere with the proper working of the Website.

5. Intellectual Property Rights and Ownership

- 5.1 You understand and agree that the Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.
- 5.2 The Company name, and all related names, tradenames, logos, product and service names, designs, images, and slogans are trademarks of the Company, its affiliates or licensors (collectively the “**Trademarks**”). You must not use the Trademarks without the prior written permission of the Company. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.
- 5.3 You may only use the Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, in any form or medium whatsoever.
- 5.4 Users are not permitted to modify copies of any materials from this Website, delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Website or Products or Services available through the Website.
- 5.5 If you print off, copy or download any part of our Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

6. Conditions of Use, User Submissions, and Website Content Standards

- 6.1 As a condition of your access and use, you agree that you may use the Website only for lawful purposes and in accordance with these Terms of Use.
- 6.2 The following content standards apply to any and all content, material, and information a user submits, posts, publishes, displays, or transmits to the Website, to other users, or to other persons (collectively, “**User Submissions**”).
- 6.3 Without limiting the foregoing, you warrant and agree that your use of the Website and any User Submissions shall not:

- a. In any manner violate any applicable federal, provincial, local, or international laws or regulations including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and/or our Privacy Policy.
- b. In any manner violate the terms of use of any third-party website that is linked to the Website, including but not limited to, any third-party social media website.
- c. Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in the Company's sole discretion.
- d. Involve stalking, attempting to exploit or harm any individual (including minors) in any way by exposing them to inappropriate content or otherwise, or asking for Personal Information as prohibited under applicable laws, regulations, or code.
- e. Involve, provide, or contribute any false, inaccurate, or misleading information.
- f. Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
- g. Transmit, or procure the sending of, any advertisements or promotions, sales, or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising, or any other similar solicitation.
- h. Encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.
- i. Cause annoyance, inconvenience, or needless anxiety, or be likely to upset, embarrass, or alarm any other person.
- j. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- k. Give the impression that you originate from or are endorsed by us or any other person or entity, if this is not the case.

7. Site Monitoring and Enforcement, Suspension, and Termination

7.1 The Company has the right, without provision of notice to:

- a. Remove content on the Website for any or no reason, in our sole discretion;
- b. Take such actions deemed necessary or appropriate, in our sole discretion;

- c. Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notify a harmed party of any illegal or unauthorized use of the Website. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website; and,
 - d. Terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms of Use.
- 7.2** You agree and acknowledge that you indemnify and hold harmless the Company, and its parent companies, subsidiaries, affiliates, as well as their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, and successors, from any and all claims resulting from any action taken by the Company, and any of the foregoing parties, relating to any investigations by either the Company or by law enforcement authorities.
- 7.3** We have no obligation, or any responsibility to any party, to monitor the Website or its use, and do not and cannot undertake to review material that you or other users submit to the Website. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.
- 8. No Reliance**
- 8.1** The content on our Website is provided for general informational purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on our site.
- 8.2** Although we make reasonable efforts to update the information on our Website, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Website is accurate, complete, or up to date.
- 8.3** This Website may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Neither the Company nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors, have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.
- 9. Privacy**
- 9.1** By submitting your Personal Information and using our Website, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions that we may deem necessary for use of the Website and provision of related services, in compliance with our Privacy Policy.
- 9.2** By using this Website you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze the Website use

patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Website may not function adequately. For more information on this automated information gathering practices, see our Privacy Policy.

10. Third-Party Websites

- 10.1** For your convenience, this Website may provide links or pointers to third-party websites. We make no representations about any other websites that may be accessed from this Website. If you choose to access any such websites, you do so at your own risk. We have no control over the contents of any such third-party websites and accept no responsibility for such websites or for any loss or damage that may arise from your use of same. You are subject to any Terms of Use of such third-party websites.
- 10.2** Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the homepage. We reserve the right to withdraw linking permission without notice. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

11. Online Purchases

All orders, purchases, or transactions for the sale of Products and/or Services made using this Website are subject to the following terms:

- 11.1** Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms of Use, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.
- 11.2** Prices and Payments. All prices, discounts, and promotions posted on the Website are subject to change without notice. The price charged for a product or service will be the price advertised on the Website at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price charged will be clearly stated in your order confirmation email. Price increases will only apply to orders placed after the time of the increase. Posted prices do not include applicable sales taxes or charges for shipping and handling. All such taxes and charges will be added to your total price and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept payment via Visa, MasterCard, and PayPal for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honoured by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Website at the time of your order.

- 11.3** Shipments; Delivery; Title and Risk of Loss. We will arrange for the shipment to you of any goods purchased on the Website. You will pay all shipping and handling charges unless otherwise specified in the order confirmation. Title and risk of loss pass to you upon our transfer of the goods to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.
- 11.4** Returns and Refunds. We will accept a return of the products for a refund of your purchase price, less any applicable shipping and handling costs. Returns must be made within Thirty (30) business days of delivery and with valid proof of purchase. To return products, please email us at amytregubov@sparkingpotential.com. You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. Refunds are processed within approximately Thirty (30) business days of our receipt of your refund request, or in the case of goods being returned, within Thirty (30) business days of our receipt of the goods. Your refund will be credited back to the same payment method used to make the original purchase on the Website. We offer no refunds on any products designated on this Website as non-returnable.
- 11.5** Limited Warranty. With respect to any material defects with the products or services purchased on the Website, we shall, in our sole discretion, either: (i) repair or replace such products (or the defective part); (ii) re-perform the applicable services; or (ii) credit or refund the amounts paid by you for such products or services provided that, if we so request, you shall, at your expense, return such products to us. The remedies set forth in this Section 11.5 shall be your sole and exclusive remedy and our entire liability for any defects with respect to the products or services.
- 11.6** Goods Not for Resale or Export. You represent and warrant that you are buying products or services from the Website for your own use only, and not for resale or export.

12. Indemnification

You agree to defend, indemnify, and hold harmless the Company, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses arising out of or relating to your breach of these Terms of Use or your use of the Website.

13. Disclaimer of Warranties

- 13.1** You understand and agree that your use of the Website, its contents, and any Products or Services attained through the Website is at your own risk. You further understand and agree that neither the Company, nor its parent, subsidiaries, affiliates, or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors make any warranty, representation, or endorsement with respect to the completeness, security, reliability, suitability, accuracy, currency, or availability of the Website or its content. Without limiting the foregoing, neither the Company, nor its parent, subsidiaries, affiliates, or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors represent or warrant that (i) the Website, its content, or any Products or Services attained through the Website will be accurate, reliable, error-free, or uninterrupted; (ii) defects will be corrected; or, (iii) the Website or the server which makes it available are free of viruses or other harmful components.

13.2 We cannot and do not guarantee or warrant that files or data available for downloading from the internet or the Website will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the Website and your computer, internet, and data security. To the fullest extent provided by law, we will not be liable for any loss or damage caused by, among others, denial-of-service attack, distributed denial-of-service attack, overloading, flooding, mail bombing, or crashing viruses, Trojan horses, worms, logic bombs, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Website, or any Products or Services attained through the Website, or to your downloading or any material posted on the Website, or on any website linked to the Website.

14. Limitation on Liability

Except where such exclusions are prohibited by law, under no circumstances will the Company, or its parent, subsidiaries, affiliates, or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors be liable for negligence, gross negligence, negligent misrepresentations, fundamental breach, damages of any kind, under any legal theory, including any direct, indirect, special, incidental, consequential, or punitive damages, including, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, breach of privacy, or otherwise, arising out of or in connection with your use or inability to use, or reliance on, the Website, and linked websites, any third-party websites, or any Website content, materials, posts, or information thereon, regardless of whether such damages were foreseeable and whether or not the Company was advised of the possibility of such damages.

15. Age of Majority

By using this Website, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with the Company. If you are not the legal age of majority under applicable law you must not access the Website.

16. Governing Law

The Website and these Terms of Use will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein notwithstanding your domicile, residence, or physical location. Any action or proceeding arising out of or relating to this Website and under these Terms of Use will be instituted in the courts of the Province of Alberta each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

17. Waiver

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms of Use operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Severability

If any term or provision of these Terms of Use is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms of Use and shall not invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Entire Agreement

The Terms of Use and the Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding same.

20. Reporting and Contact

This Website is operated by Sparking Potential Consulting Ltd. Should you become aware of misuse of the Website including libelous or defamatory conduct, you must report it to the Company at amytregubov@sparkingpotential.com. All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to hello@sparkingpotential.com.

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