



**Last Updated**

April 15, 2026

## Terms & Conditions

Welcome to Scripting Queen. Scripting Queen, a brand legally operated under a federally incorporated Canadian corporation (“Scripting Queen,” “we,” “our,” or “us”), provides website features and access to programs, products, and services when you visit [www.scriptingqueen.com](http://www.scriptingqueen.com), use Scripting Queen products or services, use Scripting Queen applications for mobile, or use software provided by Scripting Queen in connection with any of the foregoing (collectively, “Scripting Queen Services”). Scripting Queen provides these services subject to the following conditions.

### **AGREEING TO THESE TERMS & CONDITIONS**

We offer a range of services depending on your needs. Individuals come to Scripting Queen to both access and purchase content and coaching programs. A majority of these Terms and Conditions will apply to all users. If these Terms and Conditions are inconsistent with specific Service Terms, those Service Terms will apply.

**IMPORTANT — PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS OF USE & SALE (“THESE TERMS”) BEFORE ACCESSING, USING, OR SUBSCRIBING OR PLACING AN ORDER OVER [WWW.SCRIPTINGQUEEN.COM](http://WWW.SCRIPTINGQUEEN.COM) OR OTHER OF OUR SITES OR ONLINE RESOURCES WHICH LINK TO THESE TERMS.**

**THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES INCLUDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION (SEE SECTIONS 10, 14, 15, AND 16). ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW IN SECTION 16. THESE TERMS FORM AN ESSENTIAL BASIS OF OUR AGREEMENT.**

### **GENERAL USE**

The use of [www.scriptingqueen.com](http://www.scriptingqueen.com) or other sites or online resources to which these Terms are linked (each, a “Website”), owned and maintained by Scripting Queen (“we,” “our,” “us”), are governed by these Terms. We offer the Website, including all information, tools, and services available from the Website to you, the user, conditioned upon your acceptance of all terms and conditions stated herein. By accessing, using, subscribing, or placing an order over the Website, you and your business agree to the terms and conditions set forth herein. If you do not agree to

these Terms in their entirety, you are not authorized to use the Website in any manner or form whatsoever.

**THIS IS A BINDING AGREEMENT. THESE TERMS TOGETHER WITH OUR PRIVACY STATEMENT FORM A LEGALLY BINDING AGREEMENT (THE “AGREEMENT”) BETWEEN YOU AND YOUR BUSINESS (“YOU”) AND SCRIPTING QUEEN. THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE WEBSITE AND THE SERVICES PROVIDED BY SCRIPTING QUEEN, ANY ORDER YOU PLACE THROUGH THE WEBSITE, BY TELEPHONE, OR OTHER ACCEPTED METHOD OF PURCHASE. PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.**

Scripting Queen reserves the right to update and change, from time to time, these Terms by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. Use of the Website after such changes constitutes acceptance of such changes. Any new features or tools which are added to the current Website shall also be subject to these Terms.

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## **SECTION 1 — WEBSITE USE**

The Website is intended for adults. If you use the Website, you are affirming that you are at least 18 years old or the legal age of majority in your province or state of residence (whichever is greater), have the legal capacity to enter into a binding contract with us, and have read this Agreement and understand and agree to its terms.

## **SECTION 2 — WEBSITE USER CONDUCT AND RESTRICTIONS — LICENSE TERMS**

All aspects of our Website are protected by Canadian, U.S., and international copyright, trademark, and other intellectual property laws, including all content, information, design elements, text material, logos, taglines, photographic images, testimonials, personal stories, icons, video and audio clips, and downloads. No material on the Website may be copied, reproduced, distributed, republished, uploaded, displayed, posted, or transmitted in any way whatsoever. The Scripting Queen trademark and logo are proprietary marks of Scripting Queen, and the use of those marks is strictly prohibited.

Subject to your continued strict compliance with all Terms, Scripting Queen provides to you a revocable, limited, non-exclusive, royalty-free, non-sublicenseable, non-transferrable license to use the Website. You acknowledge and agree that you do not acquire any ownership rights in any material protected by intellectual property laws.

If you purchase a subscription to Scripting Queen's online materials, Scripting Queen provides to you a revocable, limited, non-exclusive, non-sublicenseable, non-transferrable license to use the software. You acknowledge and agree that: (1) the software is copyrighted material under Canadian and international copyright laws exclusively owned by Scripting Queen; (2) you do not acquire any ownership rights in the software; (3) you may not modify, publish, transmit, participate in the transfer or sale, or create derivative works from the content of the software; (4) except as otherwise expressly permitted under copyright law, you may not copy, redistribute, publish, display or commercially exploit any material from the software without the express written permission of Scripting Queen.

You agree not to use or attempt to use the Website in any unlawful manner or a manner harmful to Scripting Queen. You further agree not to commit any harmful or unlawful act including, but not limited to:

### **Harmful Acts**

Any dishonest or unethical practice; any violation of the law; infliction of harm to Scripting Queen's reputation; hacking and other digital or physical attacks on the Website; scraping, crawling, downloading, screen-grabbing, or otherwise copying content on the Website without permission; introducing, transmitting, or storing viruses or other malicious code; interfering with the security or operation of the Website; creating, benchmarking, or gathering intelligence for a competitive offering; infringing another party's intellectual property rights.

### **Spamming and Unsolicited Communications**

We have zero tolerance for spam and unsolicited communications. Any communications sent or authorized by you reasonably deemed "spamming" or any other unsolicited solicitations will be deemed a material threat to Scripting Queen's reputation and to the rights of third parties. It is your obligation, exclusively, to ensure that all business communications comply with applicable anti-spamming laws including Canada's CASL.

### **Offensive Communications**

Any communication sent, posted, or authorized by you which is sexually explicit, obscene, vulgar, or pornographic; offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory; graphically violent; or solicitous of unlawful behavior.

### **Sensitive Information**

You will not import or incorporate into any content you upload to any website, software, or electronic service connected to Scripting Queen any of the following: social insurance numbers, social security numbers, credit card data, passwords, security credentials, bank account numbers, or sensitive personal, health, or financial information of any kind.

## **SECTION 3 — OUR PRIVACY STATEMENT AND YOUR PERSONAL INFORMATION**

We respect your privacy and the use and protection of your personal information. Your submission of personal information through the Website is governed by our Privacy Statement. Our Privacy Statement may be viewed on our Website. Scripting Queen reserves the right to modify its Privacy Statement in its reasonable discretion from time to time. Our Privacy Statement is incorporated into this Agreement by reference.

## **SECTION 4 — INFORMATION YOU PROVIDE; REGISTRATION; PASSWORDS**

As a Scripting Queen user, you will be required to create an account. You warrant that the information you provide us is truthful and accurate, and that you are not impersonating another person. You are responsible for maintaining the confidentiality of any password you may use to access your account, and you agree not to transfer your password or username or lend or otherwise transfer your use of or access to your account to any third party. You are fully responsible for all transactions with, and information conveyed to you as a Scripting Queen subscriber/user.

## **SECTION 5 — ORDER PLACEMENT AND ACCEPTANCE**

If you order a service or product, payment must be received by us before your order is accepted. We may require additional information regarding your order if any required information was missing or inaccurate, and may cancel or limit an order any time after it has

been placed. Your electronic order confirmation does not signify our acceptance of your order. Please refer to the Contact Us section to modify or cancel a pending order. We cannot guarantee that we will be able to amend your order in accordance with your instructions.

All items are subject to availability. We reserve the right to limit the sales of our products and services to any person, geographic region, or jurisdiction at our sole and exclusive discretion.

All advertised prices are in, and all payments shall be in, Canadian Dollars (CAD) unless otherwise stated.

## **SECTION 6 — REFUNDS**

Scripting Queen offers a 90-day money-back guarantee as described at the time of purchase, subject to the conditions outlined in the program enrollment agreement. Outside of any stated guarantee period, Scripting Queen has no refund or exchange policy.

Intangible online products are not refundable after being accessed, downloaded, or opened. As our services are digital products, they are deemed “used” after being emailed, downloaded, and/or opened.

If you choose to stop using our services before the end of your billing cycle, you understand and accept that we will not be able to offer a refund, whether partially or in full, for the remaining part of your cycle. We do not provide refunds, credit, or prorated billing for any cancelled subscription.

To cancel your subscription, please refer to the Contact Us section below. You must complete a cancellation request prior to having your subscription cancelled. Failure to submit your request in a timely manner may result in you being liable for the next billing cycle.

## **SECTION 7 — SUBSCRIPTION TERMS AND AUTOMATIC PAYMENTS**

A Scripting Queen user is responsible for paying all sums due in connection with their subscription in accordance with these Terms. The first fee payable is due when the user account is set up and payment of the fee is a condition of access. Your account will be charged the subscription fee plus applicable tax on a recurring basis in accordance with the payment terms for the specific service purchased.

Failure to use any of the services available does not relieve you of your payment obligations under these Terms. You authorize the automatic payment collection terms applicable to the specific service purchased.

**IF YOU WISH TO CANCEL YOUR SCRIPTING QUEEN SUBSCRIPTION AT ANY TIME, YOU MUST SUBMIT A CANCELLATION REQUEST VIA THE CONTACT US SECTION BELOW. FOR MONTHLY SUBSCRIPTIONS, WE REQUIRE AT LEAST TEN (10) DAYS’ NOTICE OF CANCELLATION. IF YOU PROVIDE SUCH NOTICE LESS THAN TEN (10) DAYS BEFORE THE FIRST DAY OF YOUR NEXT SUBSCRIPTION MONTH, YOU MAY BE CHARGED FOR THAT MONTH.**

Scripting Queen reserves the right to immediately terminate a user's account and/or service for any unpaid period of the subscription. Termination of service in no way relieves the user from any obligation to pay outstanding charges.

## **SECTION 8 — PRODUCTS, SERVICES, AND PRICES**

Products, services, and prices are generally posted at [www.scriptingqueen.com](http://www.scriptingqueen.com) but are subject to change. Scripting Queen reserves the right, without notice, to discontinue products or services or modify specifications and prices without incurring any obligation to you. Except as otherwise expressly provided, any price changes to your subscription will take effect following email notice to you.

Scripting Queen takes reasonable steps to ensure that prices posted on the Website are correct and accurately describe the items available. Scripting Queen does not warrant that product or service descriptions are accurate, complete, current, or error-free. All sales are deemed final except as provided otherwise.

## **SECTION 9 — DISCLAIMER — YOUR INDIVIDUAL RESULTS WILL VARY**

Every individual and business is different, employing different strategic approaches and organizational structures. Therefore, individual results will vary from user to user.

### **YOUR INDIVIDUAL RESULTS WILL VARY DEPENDING UPON A VARIETY OF FACTORS UNIQUE TO YOUR SITUATION, INCLUDING BUT NOT LIMITED TO YOUR CONTENT, BUSINESS MODEL, EFFORT, AND PRODUCT AND SERVICE OFFERINGS.**

Scripting Queen does not promise, guarantee, or warrant your business' success, income, or sales. We do not make earnings claims, efforts claims, return on investment claims, or claims that our programs, tools, or other offerings will generate any specific amount of money, and it is possible that you will not earn your investment back. We do not sell a business opportunity, "get rich quick" program, guaranteed system, or a business in a box. You should not purchase our products or services if that is your expectation.

You should purchase with the understanding that using the information and training purchased will take time and effort and may be applicable in some situations but not others. We do not offer tax, accounting, financial, or legal advice. You should consult your accountant, attorney, or financial advisor for advice on these topics.

## **SECTION 10 — YOUR RESPONSIBILITIES IN RUNNING YOUR BUSINESS**

You represent and warrant that you will only use Scripting Queen's products and services for lawful purposes and that you shall not use such products or services for any unlawful or harmful purpose.

You are solely and exclusively responsible for complying with all applicable laws and regulations in running your business, including but not limited to all laws governing advertising and marketing claims, subscriptions, refunds, tax laws, and all additional laws applicable to your business and jurisdiction.

You are solely and exclusively responsible for collecting and reporting all sales and use tax, and any other taxes, which may apply to your business. Scripting Queen shall not be responsible to collect or report any taxes applicable to your business.

You agree to indemnify Scripting Queen as set out below in the event that you and/or your business violates any law and a claim is threatened or asserted against Scripting Queen as a result.

## **SECTION 11 — TESTIMONIALS, REVIEWS, AND PICTURES/VIDEOS**

Scripting Queen welcomes your comments regarding our services and products. Scripting Queen may use testimonials and/or product reviews in whole or in part together with the name and location of the person submitting it, for any form of activity relating to Scripting Queen services or products, in printed and online media, as Scripting Queen determines in its sole and exclusive discretion. Testimonials represent the unique experience of the participants and do not necessarily reflect the experience that you may have using our services or products.

Note that testimonials, photographs, and other information that you provide to us will be treated as non-confidential and nonproprietary, and by providing them, you grant Scripting Queen a royalty-free, worldwide, perpetual, nonexclusive, and irrevocable license to use them.

If you post content or submit material, you grant Scripting Queen a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; and that use of the content you supply will not cause injury to any person or entity.

## **SECTION 12 — COMPLIANCE WITH THE LAW**

As a Scripting Queen user, you must comply with all applicable laws, both Canadian and foreign, including but not limited to laws prohibiting deceptive and misleading advertising and marketing, Canada's Anti-Spam Legislation (CASL), email marketing laws, telemarketing laws, laws governing testimonials, laws relating to intellectual property, privacy, security, and child protection.

You are solely responsible for ensuring your compliance with all applicable laws, rules, regulations, and court orders of any jurisdiction applicable to you and your business. You further agree to indemnify and defend Scripting Queen from any claims, damages, losses, and lawsuits of any kind or nature that may be brought against Scripting Queen relating in any way to your violation of law or third-party rights.

**SCRIPTING QUEEN DOES NOT WARRANT THAT ANY SCRIPTING QUEEN MESSAGING SOFTWARE WILL BE COMPATIBLE WITH ANY THIRD-PARTY SOFTWARE. YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR YOUR USE OF ANY AND ALL MESSAGING SOFTWARE AND/OR HARDWARE.**

## **SECTION 13 — DISCLAIMERS OF OTHER WARRANTIES**

EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, THE WEBSITE AND ALL CONTENT ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SCRIPTING QUEEN MAKES NO, AND EXPRESSLY DISCLAIMS ANY AND ALL, REPRESENTATIONS AND WARRANTIES AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, AND/OR COMPLETENESS OF ANY INFORMATION ON THIS WEBSITE. SCRIPTING QUEEN DOES NOT REPRESENT OR WARRANT THAT: (A) THE USE OF THE WEBSITE OR ANY SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE WEBSITE, SOFTWARE, OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR (E) THE WEBSITE OR THE SERVER(S) THAT MAKE THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### **SECTION 14 — LIMITATIONS OF LIABILITIES**

EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO EVENT SHALL SCRIPTING QUEEN OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AND/OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS, OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PRIVACY STATEMENT, THE SERVICES OR PRODUCTS, YOUR OR A THIRD PARTY’S USE OR ATTEMPTED USE OF THE WEBSITE OR ANY SOFTWARE, SERVICE, OR PRODUCT, REGARDLESS OF WHETHER SCRIPTING QUEEN HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE.

#### **SECTION 15 — DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER**

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AND YOUR BUSINESS AGREE THAT ANY CLAIM THAT YOU OR YOUR BUSINESS MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU AND YOUR BUSINESS WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST.

**YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

If you have a complaint, dispute, or controversy, you agree to first contact us using the Contact Us section below to attempt to resolve the dispute informally. Any controversy or claim arising out of or related to the use of the Website, any product, service, or software, these Terms, the Privacy Statement, or your relationship with us that cannot be resolved through such informal process within 120 days shall be resolved by binding, confidential arbitration. The arbitration will be conducted by a single neutral arbitrator in the English language in British Columbia, Canada, unless both parties agree to conduct the arbitration by telephone or written submissions.

Payment of all filing, administration, and arbitrator fees will be governed by applicable arbitration rules. In all other respects, the parties shall each pay their own additional fees, costs, and expenses. The arbitrator shall follow the substantive law of the Province of British Columbia without regard to its conflicts of laws principles. Any award rendered shall be final, subject to applicable appeal rights. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

You and Scripting Queen agree that disputes will only be arbitrated on an individual basis and shall not be consolidated on a class-wide or representative basis. Failure or any delay in enforcing this arbitration provision in connection with any particular claim will not constitute a waiver of any rights to require arbitration at a later time, except that all claims must be brought within 1 year after the claim arises.

**YOU UNDERSTAND THAT YOU AND YOUR BUSINESS WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION IN ACCORDANCE WITH THIS ARBITRATION PROVISION.**

## **SECTION 16 — SCRIPTING QUEEN'S ADDITIONAL REMEDIES**

Notwithstanding Section 15, Scripting Queen shall have the right to seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of its intellectual property rights, confidential information, or other proprietary rights.

## **SECTION 17 — INDEMNIFICATION**

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless Scripting Queen, its directors, officers, employees, shareholders, licensors, independent contractors, subcontractors, suppliers, affiliates, and agents from and against any and all claims, actions, loss, liabilities, damages, expenses, demands, and costs of any kind, including but not limited to attorneys' fees and costs of any litigation or other dispute resolution, arising out of, resulting from, or in any way connected with or related to: your use, misuse, or attempt to use the Website, software, products, or services; information you submit or transmit through the

Website; your breach of these Terms or the Agreement; or your violation of any law or the rights of a third party.

## **SECTION 18 — NOTICE AND TAKEDOWN PROCEDURES**

If you believe that materials or content available on the Website infringes any copyright you own, you or your agent may send Scripting Queen a notice requesting that Scripting Queen remove the materials or content from the Website. Notices and counter-notices should be sent using the Contact Us section below, Attention: Legal Department.

## **SECTION 19 — THIRD-PARTY LINKS**

The Website may contain links to other websites. The views, information, or opinions expressed on or during any third-party resource are solely those of the creating authors or contributors and not those of Scripting Queen. Scripting Queen assumes no responsibility for the content or functionality of any non-Scripting Queen website to which we provide a link. Please see our Privacy Statement for more details.

## **SECTION 20 — TERMINATION**

This Agreement will take effect at the time you click “ACTIVATE MY ACCOUNT NOW,” “PAY NOW,” “ORDER NOW,” “SUBMIT,” “BUY NOW,” “PURCHASE,” “I ACCEPT,” “I AGREE,” or similar links or buttons, otherwise submit information through the Website, or begin accessing or using the Website, whichever is earliest. If, in our sole discretion, you fail, or we suspect that you have failed, to comply with any term or provision of the Agreement or violated any law, we may terminate the Agreement or suspend your access to the Website at any time without notice to you. Upon termination, you remain responsible for any outstanding payments to Scripting Queen.

## **SECTION 21 — NO WAIVER**

No failure or delay on the part of Scripting Queen in exercising any right, power, or remedy under this Agreement may operate as a waiver, nor may any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy. A waiver of any right or obligation under this Agreement shall only be effective if in writing and signed by Scripting Queen.

## **SECTION 22 — GOVERNING LAW AND VENUE**

This Agreement and any issue or dispute arising out of or otherwise related to this Agreement or your access to or use of the Website shall be governed exclusively by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to its conflicts of laws principles. To the extent that any claim or dispute is found to be excluded from the arbitration agreement in Section 15 above, the parties agree any such claim or dispute shall be exclusively brought in and decided by the courts located in British Columbia, Canada, and you hereby irrevocably consent to the exclusive personal jurisdiction of, and exclusive venue in, such courts.

## **SECTION 23 — FORCE MAJEURE**

Scripting Queen will not be responsible to you for any delay, damage, or failure caused or occasioned by any act of nature or other causes beyond our reasonable control, including but not limited to pandemics, natural disasters, government actions, or failure of third-party services.

## **SECTION 24 — ASSIGNMENT**

Scripting Queen may assign its rights under this Agreement at any time, without notice to you. Your rights arising under this Agreement cannot be assigned without Scripting Queen's express written consent.

## **SECTION 25 — ELECTRONIC SIGNATURE**

All information communicated on the Website is considered an electronic communication. When you communicate with Scripting Queen through or on the Website or via other forms of electronic media, such as email, you are communicating with us electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

## **SECTION 26 — CHANGES TO THE AGREEMENT**

We reserve the right, at our sole discretion, to update, change, or replace any part of the Agreement by posting updates and changes to our Website. It is your responsibility to check our Website periodically for changes. Your continued use of or access to our Website following the posting of any changes to the Agreement constitutes acceptance of those changes.

## **SECTION 27 — YOUR ADDITIONAL REPRESENTATIONS AND WARRANTIES**

You hereby further represent and warrant that: you are at least eighteen (18) years of age or the legal age of majority in your jurisdiction, whichever is greater; you have read this Agreement and thoroughly understand and agree to the terms contained herein; and you will not resell, re-distribute, or export any product or service that you purchase from the Website.

You further represent and warrant that Scripting Queen has the right to rely upon all information provided to Scripting Queen by you, and Scripting Queen may contact you and your business by email, telephone, or postal mail for any purpose, including but not limited to follow-up calls, satisfaction surveys, and inquiries about any orders you placed on or through the Website.

## **SECTION 28 — SEVERABILITY**

If any provision of this Agreement is found by the arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect. Such provision may be modified or severed from this Agreement to the extent necessary to make it enforceable and consistent with the remainder of the Agreement.

## **SECTION 29 — ENTIRE AGREEMENT**

These Terms, the Agreement, and any policies or operating rules posted by us on the Website constitute the entire agreement and understanding between you and Scripting Queen and govern your access to and use of the Website and your ordering, purchasing, and use and/or attempted use of any service or product, and supersede and replace any prior or contemporaneous agreements, representations, communications, and proposals, whether oral or written, between you and Scripting Queen.

## **SECTION 30 — CONTACTING US**

For all questions, inquiries, cancellation requests, legal notices, copyright takedown requests, unsubscribe requests, or any other communications regarding these Terms or our services, please contact us at:

### **Scripting Queen**

#### **Attn: Legal & Compliance**

301-830 Shamrock Street, Victoria, BC, V8X 2V1, Canada

hello@scriptingqueen.com

We will respond to all requests within a reasonable time and in accordance with any time frames required by applicable law.

## **NOTE ON HOW WE MAY COMMUNICATE WITH YOU**

By agreeing to our terms of service, you agree to receive mail, email, phone, and automated pre-recorded voice message communications from Scripting Queen, including its various business divisions, affiliates, partners, and vendors. You also agree to be contacted on a recurring basis for as long as you are part of our SMS/MMS mobile message marketing program.

Filling out any forms on our pages constitutes your agreement that Scripting Queen and its representatives, agents, and partners may contact you by telephone, email, SMS, or pre-recorded message at the information you provided, and you understand and agree that this consent applies even if your number is listed on a provincial or federal do-not-call list.

Message and data rates may apply. You are solely responsible for any and all third-party fees you may incur when being contacted by Scripting Queen and its business divisions, affiliates, partners, clients, vendors, and list managers.

By filling out ANY of our forms, you also forfeit your right to litigate against Scripting Queen based on any previously alleged infraction, including but not limited to SMS, email, or robo-dial. If any of the terms are held unenforceable, the remainder of the terms shall remain in effect. In no event shall either party be liable for special, indirect, incidental, or consequential damages, including but not limited to loss of use or loss of profits.

Please DO NOT submit any forms on any of our websites if you do not agree with our terms and conditions.

To unsubscribe from email, phone, SMS, or robo-dialing, please contact us using the Contact Us section above and include the phone number and/or email address you wish to be removed. You may also opt out by replying to any text message with "STOP".

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