

TERMS AND CONDITIONS OF HELENE'S GARDEN

Effective as of October 23th, 2025

By purchasing this product, the following Terms and Conditions are entered into by Helene's Garden. ("Company", "we", or "us") and You ("Client" or "You") agree to the following terms stated herein.

PROGRAMS/SERVICE

Helene's Garden (Herein referred to as "Helene's Garden" or "Company") agrees to provide its Programs (herein referred to as "Programs") identified in online commerce shopping cart. As a condition of participating in the Program, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

A total of eight (8) live weekly question-and-answer sessions are included inside the private Facebook group of the Program. These sessions begin immediately after the initial question-and-answer period provided at the time of purchase of the All Year Round Gardening School.

Recordings of these sessions will be available for replay for thirty (30) days in the private Facebook group for Program students.

At the end of the eight (8) weeks, the student's access to the private Facebook group for the Program will be terminated.

Students are given "Lifetime access" to the Program, meaning they are given access to the Program content for as long as the Program remains available on the Company's designated course platform. In the event that the Company retires or discontinues the Program, the

Student shall be provided with thirty (30) days' notice and shall have a period of thirty (30) days from such notice to download and/or otherwise retain all Program materials made available for download on the course platform. After this thirty (30) day period, access to the Program content will be permanently terminated, and the Company shall have no further obligation to provide the Student with access to the Program or its materials.

FEES

In consideration of Your access to the Program, you agree to pay the following fees.

All Year Round Gardening School - The Ultimate Guide to Growing Organic Food Using Low Tunnels:

You may choose between a single payment of \$349.00 at regular price or 3 monthly payments of \$129.00 at regular price (all prices are in CAD). If you select the payment plan, you must pay the initial payment today and then your selected payment method will be automatically charged the following 2 payments on a monthly basis, for a total payment of \$387.00.

If you opt for monthly payments, you will remain responsible for those payments unless you obtain a refund according to the Program's Refund Policy set forth below. You may not cancel or avoid these payments except through the Refund Policy. In the event that any payment is not made, the Company shall immediately suspend your access to the Program.

Suspension for failure to pay will result in loss of access and registration for the virtual event. We reserve the right to seek recovery of any monies remaining unpaid via Collection Agency.

METHODS OF PAYMENT

If you elect for the payment plan, you hereby authorize the Company to charge your credit card or debit card automatically according to the terms set forth in the Fees section above.

Regarding recurring payments and outstanding invoices: if all eligible payment methods we have on file for you are declined for payment of your monthly fee, you must provide a new eligible payment method promptly or your program access will be removed.

If you do not request a refund within the terms of the program with the required coursework at the time of your refund request, you are required by law to complete the remaining payments of your payment plan and you understand that your membership will automatically continue and you authorize us (without notice to you, unless required by applicable law) to collect any and all outstanding receivables, using any eligible payment method we have on record for your account.

REFUND POLICY

We want you to be satisfied with your purchase, but we also want you to give your best effort to apply all the strategies in the course. The Company provides a 14-day money-back guarantee for the Program. That money-back guarantee is governed by the following terms.

In order to qualify for a refund, you must submit proof that you did the work in the Program and it did not work for you. In the event that you decide your purchase was not the right decision, within 14 days of the release of the Program content, contact Team Hébert at helene@potagerhelene.com and let them know you'd like a refund by the 14th day at 3:59pm EDT. You must include your coursework with your request for a refund. If you request a refund

and do not include your coursework by the 14th day, you will not be granted a refund.

The work that you need to submit with your request for a refund includes ALL of the following items:

Requirement 1: Complete and attach the designs of your gardens for spring, summer, fall and winter. List all the crops you will be sowing from seeds to your outdoor garden and all the crops you will be planting from seedlings.

Requirement 2: List all the materials you need to purchase to grow food all-year-round within your budget, where you can purchase these materials and the total cost of these items.

Requirement 3: Tell us why this course was not a good fit for you and your needs. What did you expect that you did not get once inside the program?

We will NOT provide refunds for any request that comes more than 14 days following the date of release of the Program. After day 14, all payments are non-refundable, and you are responsible for full payment of the fees for the Program regardless of whether you complete the Program.

Please note: If you opted for a payment plan and you do not request a refund within 14 days, with the required coursework at the time of your refund request, you are required by law to complete the remaining payments of your payment plan.

Upon determining that you are entitled to a refund pursuant to this policy, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not be able to expedite any refunds.

If you receive a refund of any purchase through this money-back guarantee, that shall immediately terminate any and all licenses granted you to use the material provided to you under this Agreement and the Company's Terms of Use. You shall immediately cease using the material and shall destroy all copies of the information provided to you, including without limitation: video recordings, audio recordings, forms, template documents, slide shows, private social media groups, and other resources.

All refunds are discretionary as determined by Helene's Garden. To further clarify, we will not provide refunds for requests made after the 14th day from the release of the Program and all payments must be made on a timely basis. If payments are not made on time, you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

If you have any questions or problems, please let us know by contacting Team Hébert directly. Team Hébert can be reached at: helene@potagerhelene.com.

FORCE MAJEURE

The Company shall not be liable or responsible to You, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

OUR MINIMUM GUARANTEES

Unless otherwise noted, all products come with a 14-day guarantee. If you do not understand or agree with any of these conditions, please do not order this material. If you require further clarification, please contact Team Hébert at helene@potagerhelene.com