

BACKLOG BUDDIES COACHING AGREEMENT

The following Coaching Agreement (the "**Agreement**") is entered into by and between you (the "**Client**" or "**you**") and Reach Career Coaching Inc. (the "**Company**", "**we**" or "**us**").

The following Agreement, including those Website Terms of Use, Disclaimer and Privacy Policy attached hereto as Schedule "A" (the "**Schedule**"), govern the Client's access to and use of www.chartingcoach.ca, including any content, functionality and services offered on or through www.chartingcoach.ca (the "**Website**"), as a registered user.

The Client must read the Agreement, including the Schedule carefully before the Client starts to use the Website. **By using the Website or by clicking to accept or agree to the Agreement when this option is made available, the Client accepts and agrees to be bound and abide by this Agreement and the Schedule.** If the Client does not want to agree to the terms of this Agreement and the Schedule the Client must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, the Client represents and warrants that the Client is of legal age to form a binding contract with the Company and meets all of the foregoing eligibility requirements. If the Client does not meet all of these requirements, the Client must not access or use the Website.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants herein contained, the Client and the Company covenant and agree each with the other as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions

For the purposes of this Agreement, including the recitals hereto, each of the following expressions have the meanings ascribed to them in this Section 1.1, unless the context otherwise requires:

- (a) "**Agreement**" has the meaning ascribed thereto in the recitals;
- (b) "**Coach**" has the meaning ascribed thereto in Section 2.2(b) herein;

- (c) "**Code of Ethics**" means the Code of Ethics of the International Coach Federation, available for review at <coachfederation.org/ethics>.
- (d) "**Commencement Date**" means the date the Client clicked accept or agree and access the Website as noted above;
- (e) "**Company**" has the meaning ascribed thereto in the recitals;
- (f) "**Completion Date**" means the date the Agreement is terminated in accordance with Section 5 herein;
- (e) "**Confidential Information**" has the meaning ascribed to it in Section 4.1;
- (h) "International **Coach Federation**" means the federation responsible for providing an independent credentialing program for coach practitioners;
- (i) "**Schedule**" has the meaning ascribed thereto in the recitals;
- (j) "**Services**" means coaching services related to the Client's operations and activities as a medical professional, including but not limited to organizational processes, charting strategies and time-management skills as well as other educational tools related to the Client's finances, health, relationships, ongoing education and recreation;
- (k) "**Service Results**" has the meaning ascribed thereto in Section 4.3 herein;
- (l) "**Term**" means the period of time commencing on the Commencement Date and ending on the Completion Date;
- (m) "**Workshops**" has the meaning ascribed thereto in Section 2.2(a); and
- (n) "**Website**" has the meaning ascribed thereto in the recitals.

1.2 Number and Gender

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter gender and words importing persons shall also mean firms, corporations and partnerships and vice versa.

1.3 Headings and Division

The division of this Agreement into Articles and Sections and the headings of any Articles or Sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 2-SERVICES

2.1 Services

The Company shall provide the Services upon the terms and conditions contained herein throughout the Term.

2.2 Scope of Services

(a) The Company agrees to provide the Services through hosting coaching sessions with the Client by way of video or telephone conferences and other means of communication made available on the Website ("**Workshops**") in accordance with the Website Terms of Service attached hereto as Schedule "A";

(b) The Company shall ensure that any individual providing the Services (a "**Coach**") maintains the ethics and standards of behaviour as set out in the Code of Ethics. By signing this Agreement, the Client acknowledges that the Client has read the Code and does not have any expectations beyond what has been provided in the Code;

(c) The Client acknowledges that:

(i) the Services do not involve the diagnosis or treatment of mental disorders as defined by the DSM-V Diagnostic and Statistical Manual of Mental Disorders;

(ii) the Services are not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and it is the Client's responsibility to seek such independent guidance and advice as needed;

(iii) it is the Client's responsibility to determine how to incorporate any suggestions arising from Services including determining how to maintain the Client's own physical, mental and emotional well-being and to make such decisions, choices or

take such actions as may be recommended in the course of the receipt of the Services; and

(iv) the Services do not create a patient relationship between the Company and the Client or between any individual Coach and the Client, as the term "patient" is defined by the College of Physicians and Surgeons of Alberta; and

(v) the Client is a fully licensed physician and is a member in good standing of the required regulatory body in the jurisdiction where they conduct their medical practice; and

(vi) all of the Services shall be provided through the Website and the Client has read and understands those terms and limitations included in the Website Terms of Use attached hereto as Schedule "A".

ARTICLE 3 -PAYMENT

3.1 Payment

The Client shall pay the Company a one-time non-refundable fee of \$25 single payment, including taxes, on the Commencement Date through the payment mechanism available on the Website.

ARTICLE 4 - INFORMATION AND PROPERTY RIGHTS

4.1 Confidential Information

The Client agrees that:

(a) all data, information and material provided or disclosed to the Client by or on behalf of the Company;

(b) all data, information and material of the Company's business, systems, operations, processes, technology, trade practices, products, services, marketing or other strategic plans, suppliers or Clients which is obtained by the Client in the performance of its obligations under this Agreement; and

(c) any and all information or material provided to the Client by or on behalf of the Company in the provision of the Services;

and all copies thereof (hereinafter collectively called the "**Confidential Information**") are confidential and constitute valuable and proprietary information and materials of the Company and shall be kept strictly confidential, both during and after the Term of this Agreement, and shall only be used for the purposes intended to facilitate the Services hereunder. No Confidential Information shall be copied or provided or disclosed to any other party without the prior written consent of the Company, which consent may be arbitrarily withheld.

4.2 Injunctive Relief

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to the Company, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies the Company may have and not in derogation thereof, the Company may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of this Agreement.

4.3 Ownership of Service Results

The Client agrees that all discoveries, designs, inventions, works of authorship, improvements in any apparatus, device, process, technology or thing, know-how, base materials, research results, data, surveys, plans, schematics, reports, charges, tabulations, compilations, diagrams, flow-charts, processes, formulae, computer programs, specifications, screen or program layouts, drawings, documents, and notes or materials of any type whatsoever developed, created, conceived of, first reduced to practice or prepared by or on behalf of the Client or any officer, employee, agent or subcontractor in performance of the Services either alone or jointly with others (hereinafter collectively called the "**Services Results**") shall be fully and promptly disclosed to the Company and shall be the absolute and exclusive property of the Company, including any patent, copyright, other intellectual property or other rights of any kind in relation thereto. No use may be made of the Service Results by the Client other than in connection with the receipt of the Services hereunder. The Client hereby waives absolutely (and shall cause any other persons to waive absolutely) in favour of the Company, its successors and assigns, any moral rights the Client or such other persons have or may at any time hereafter have in the Service Results.

4.4 Client Information

(a) All information obtained during the provision of the Services, except for the Client's name, shall be handled in accordance with the terms of the Website Terms of Use attached hereto as Schedule "A";

(b) The Company reserves the right to utilize the Client's name as a reference without the receipt of any additional consent by the Client.

4.5 Agreement and Website Terms of Use

All terms related to the use and disclosure of Company and Client information as set out in this Article 4 shall be in addition to those terms related to the use and disclosure of Company and Client information included in the Website Terms of Service attached hereto as Schedule "A". In the event of a conflict between this Article 4 and the terms Website Terms of Service related to the use and disclosure of Company and Client information, those terms requiring the stricter retention of Company information and those terms allowing for the more liberal disclosure of Client information shall govern.

ARTICLE 5 TERMINATION

5.1 Termination for Convenience

This Agreement may be terminated at any time, with or without cause, by either party on the delivery of written notice to that effect.

5.2 Restricted Access for Default

The Company may restrict the Client's access to any or all of the content, resources, Workshops, communication forums or other aspects of the Services, without prejudice to any other right or remedy the Company may have, if the Client at any time fails to comply with any of the terms or conditions of this Agreement, including the Schedule attached hereto

5.3 No Refund on Termination

The Company shall not, in the event of termination of this Agreement or the placement of restrictions of access in accordance with Section 5.2 herein issue any refund of Fees to the Client. The Company shall have no liability of any nature whatsoever to the Client for any losses or damages suffered or sustained,

either directly or indirectly, by the Client as a result of the termination of this Agreement or restriction of Services provided thereunder.

ARTICLE 6 INDEMNITY

6.1 Indemnity

The Company makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the Services.

In no event shall the Company be liable to the Client for any indirect, consequential or special damages suffered by the Client as a result of the Services. The Client agrees to hold the Company, its directors, officers, members, employees, sub-contractors and insurer harmless from all claims, demands, actions, causes of action, damages, losses, deficiencies, costs, liabilities and expenses including any damages resulting from the Company providing the Services to the Client.

ARTICLE 7 GENERAL

7.1 Schedule

The following Schedule attached hereto shall form part of this Agreement and is incorporated herein by reference:

Schedule "A" – Website Terms of Use

7.2 Notices

Any notice required to be given hereunder shall be deemed to have been well and sufficiently given if:

(a) delivered to the address of the Company by prepaid registered mail to the address of the Company, as hereinafter indicated:

Reach Career Coaching Inc.

54004 HWY 758N

Yellowhead County, Alberta

Canada T7E 3M6

Email: ceo@reachcareercoaching.ca

or to such other address or fax number, as the Company may from time to time direct in writing; and

(b) delivered to the Client through those communication mechanisms made available on the Website or by electronic mail (e-mail) to the address provided by the Client during the Website registration process.

Notice shall be served by one of the following means:

(a) by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;

(b) if delivered to a corporate party, by delivering it to the address specified in (a) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;

(c) by fax to the party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:

(i) if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or

(ii) if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission;

(d) by electronic mail (e-mail) to the party on whom it is to be served at the electronic mail address as hereinbefore provided, and any such electronic mail shall be deemed conclusively to have been given and received sixteen (16) hours after sending, excluding Saturdays, Sundays and Alberta statutory holidays (provided always that a receipt confirmation is received by the sender); or

(e) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

7.3 Assignment

The Client shall not assign this Agreement or any portion thereof without the prior written consent of the Company, which consent may be arbitrarily withheld. Upon any transfer or assignment by the Company of this Agreement, the Company shall be released from its obligations hereunder. The Company may assign this Agreement in whole or in part to any person in the Company's sole discretion without notice to the Client.

7.4 Waiver

The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by the Company of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the Company.

7.5 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

7.6 No Agency

Nothing in this Agreement, nor in any acts of the Company and the Client pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the Company and the Client, and neither party has the authority to bind the other to any obligation of any kind.

7.7 Whole Agreement

The provisions of this Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth. This Agreement may be amended, changed or modified only by further written agreement between the parties.

7.8 Partial Invalidity

If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision shall be separately valid and enforceable to the fullest extent permitted by law.

7.9 Time of Essence

Time shall be of the essence of this Agreement.

7.10 Expiration of Time

In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Province of Alberta, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in the Province of Alberta.

7.11 Further Assurances

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

7.12 Governing Law

This Agreement shall be governed by the laws in force in the Province of Alberta and the courts of Province of Alberta shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

SCHEDULE "A"

WEBSITE TERMS OF USE

Website Terms of Use

The following Terms of Use are entered into by and between You (the "**Client**" or "**you**") and Reach Career Coaching Inc ("**Company**", "**we**", or "**us**").

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern the Client's access to and use of www.chartingcoach.ca, including any content, functionality and services offered on or through www.chartingcoach.ca (the "**Website**"), whether as a guest or a registered user.

The Client must read the Terms of Use carefully before the Client starts to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to the Client, the Client accepts and agrees to be bound and abide by these Terms of Use, the Disclaimer and our Privacy Policy, incorporated herein by reference.** If the Client does not want to agree to these Terms of Use including the agreements incorporated by reference herein, the Client must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, the Client represents and warrants that the Client is of legal age to form a binding contract with the Company and meets all of the foregoing eligibility requirements. If the Client does not meet all of these requirements, the Client must not access or use the Website.

Changes To the Terms Of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. The Client's continued use of the Website following the posting of revised Terms of Use means that the Client

accepts and agrees to the changes. The Client is expected to check this page from time to time so the Client is aware of any changes, as they are binding on you.

Disclaimer

The Client's use of the Website is also subject to the Company's Disclaimer. Please review our Disclaimer, which also governs the Website and informs users of various limitations regarding the information provided on the Website. The Client's agreement to the Disclaimer is hereby incorporated into these Terms of Use.

Privacy

The Client's use of the Website is also subject to the Company's Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. The Client's agreement to the Privacy Policy is hereby incorporated into these Terms of Use.

Accessing The Website And Account Security

We reserve the right to withdraw or amend this Website and any service or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and any resources downloaded from the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any

unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular 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 personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

No Unlawful Or Prohibited Use And Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and the resources available for download from the Website strictly in accordance with these Terms of Use.

As a condition of your use of the Website, you warrant to the Company that you will not use the Website or any of the resources available for download from the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website or any of the resources available for download from the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website or any of the resources available for download from the Website.

The Company content is not for resale. Your use of the Website or any of the resources available for download from the Website does not entitle you to make

any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized by these Terms.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

For Educational And Informational Purposes Only

As set forth more fully in the Disclaimer, the information contained on this Website and the resources available for download through this Website are for educational and informational purposes only. The information contained on this Website and the resources available for download through this Website is not intended as, and shall not be understood or construed as legal, financial, tax, medical, health, or any other professional advice.

Accuracy And Personal Responsibility

As set forth more fully in the Disclaimer, we have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information, but we cannot guarantee the accuracy of the information. Neither the Company nor any of its owners or employees shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment

and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Website.

No Guarantees As To Results

As set forth more fully in the Disclaimer, you agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Company provides educational and informational resources that are intended to help users of this Website succeed. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

Email And Other Electronic Communications

Visiting the Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by e-mail, and there are various places on this Website that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

Use Of Communication Services

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other

message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "**Communication Services**"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized the Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided To The Website

The Company does not claim ownership of the materials you provide to the Website (including feedback and suggestions) or post, upload, input or submit to any Website or our associated services (collectively “**Submissions**”). However, by posting, uploading, inputting, providing, or submitting your Submission you are granting the Company, our affiliated companies, and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Links To Third Party Websites And Services

The Website may contain links to other Websites (“**Linked Websites**”). The Linked Websites are not under the control of the Company and the Company is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website.

The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Website or any association with its operators.

Certain services made available via the Website are delivered by third-party Websites and organizations. By using any product, service, or functionality originating from the Website, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of the Website's users and customers.

Use Of Templates And Forms

The Company provides various templates and/or forms for download and/or sale on this Website. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our templates and/or forms for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the templates and/or forms in any manner, except for modifications in filling out the templates and/or forms for your authorized use.

By ordering or downloading Forms, you agree that the Forms you purchase or download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

Use of Paid Courses, Programs, and Associated Material

The Company from time-to-time provides various courses, programs, and associated material for sale on this Website. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our courses, programs, and associated material (collectively the "**Courses**") for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Courses in any manner.

By ordering or participating in Courses, you agree that the Courses you purchase or download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

By ordering or participating in Courses, you further agree that you shall not create any derivative work based upon the Courses and you shall not offer any competing products or services based upon any information contained in the Courses.

Use Of Free Downloadable Content

The Company provides various resources on this Website, which users may access by providing an e-mail address. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our resources provided in exchange for an email address (the “**Freemium Content**”) for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Freemium Content in any manner.

By downloading the Freemium Content, you agree that the Freemium Content you download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

By downloading the Freemium Content, you further agree that you shall not create any derivative work based upon the Freemium Content and you shall not offer any competing products or services based upon any information contained in the Freemium Content.

Permission

Users who agree to appear on Live Coaching Video Calls within the membership portal gives permission to allow Reach to take photographs, video and/or sound recording of the user during the session, and to release or use them in its future electronic or printed communications products (at any time, without compensation or notice to the user). The images will be the exclusive property of Reach. Further, the user acknowledges that media and members of the public may be attending the Live Coaching Calls from time to time. The user, also, gives permission to allow the media to take and use any photographs, video, and/or sound recording of the user and gives permission to have the user’s name printed by any media that may be attending the Live Coaching Calls.

Guests

The Company may, from time to time, provide information from a third party in the form of a podcast guest interview, interview on other platform, guest blog post, or other medium. The Company does not control the information provided by such third-party guests, is not responsible for investigating the truth of any information provided, and cannot guarantee the veracity of any statements made by such guests.

Individuals who agree to appear as guests on any podcast offered by the Company agree to transfer all intellectual property rights they may have in any such interviews to the Company and further provide a license to any rights they are unable to assign.

No Refunds

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You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to this Website, the Company, any and all contracts you enter into with the Company, and any and all of the Company's products and services. To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only in the provincial or federal courts that are geographically nearest to Edson Alberta Canada

International Users

The Service is controlled, operated and administered by the Company from our offices within Canada. If you access the Service from a location outside the Canada, you are responsible for compliance with all local laws. You agree that you will not use the Company Content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (on a solicitor and client full indemnity basis) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

Termination And Access Restriction

The Company reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, and you hereby consent to resolve any and all disputes arising under or related to this Website or the Terms of Use pursuant to the Dispute Resolution Clause above. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

No Joint Venture Or Other Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Website. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information

provided to or gathered by the Company with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Entire Agreement

Unless otherwise specified herein, this agreement, along with the Privacy Policy and Disclaimer, constitutes the entire agreement between the user and the Company with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

The Company reserves the right, in its sole discretion, to change the Terms under which the Website is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

WEBSITE TERMS OF USE

DISCLAIMER

Disclaimer

Please read the Disclaimer carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by the Disclaimer.** If you do not want to agree to the Disclaimer you must not access or use the Website.

For Educational And Informational Purposes Only

The information contained on this Website and the resources available for download through this website are for educational and informational purposes only.

Not Legal Advice

The information contained on this Website and the resources available for download through this website is not intended as, and shall not be understood or construed as, legal advice. While some of the information provided on this Website relates to legal issues, the information contained on this Website is not a substitute for legal advice from a lawyer who is aware of the facts and circumstances of your individual situation.

We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that you should not consult with an lawyer to address your particular information. The Company expressly recommends that you seek advice from a lawyer prior to taking any actions.

The Company shall not be held liable or responsible for any errors or omissions on this website or for any damage you may suffer as a result of failing to seek competent legal advice from a lawyer who is familiar with your situation.

Not Financial Advice

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Neither the Company nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this website or for any damage you may suffer as a result of failing to seek competent financial advice from a professional who is familiar with your situation.

Not Tax Advice

The information contained on this Website and the resources available for download through this website is not intended as, and shall not be understood or construed as, tax advice. While some of the information provided on this Website relates to tax issues, the information contained on this Website is not a substitute for tax advice from a professional who is aware of the facts and circumstances of your individual situation.

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Not Medical or Health Advice

The information contained on this Website and the resources available for download through this website is not intended as, and shall not be understood or construed as, medical or health advice. While the professional at the Company may address health issues and the information provided on this Website can at times relate to medical and/or health issues, the information contained on this Website is not a substitute for medical or health advice from a professional who is aware of the facts and circumstances of your individual situation.

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Not Professional Advice

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Neither the Company nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

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Your use of this Website – including implementation of any suggestions set out in this Website and/or use of any resources available on this Website – does not

create a professional-client relationship between you and the Company or any of its professionals.

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User's Personal Responsibility

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment and conduct due diligence before taking any action or implementing any plan or policy suggested or recommended on this Website.

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Reviews

At various times, we may provide reviews of products, services, or other resources. This may include reviews of books, services, and/or software applications. Any such reviews will represent the good-faith opinions of the author of such review. The products and services reviewed may be provided to the Company for free or at a reduced price as an incentive to provide a review.

Regardless of any such discounts, we will provide honest reviews of these products and/or services. You recognize that you should conduct your own due diligence and should not rely solely upon any reviews provided on this website.

We will disclose the existence of any discounts or incentives received in exchange for providing a review of a product. If you would like more information about any such discounts and incentives, send an email to ceo@reachcareercoaching.ca that includes the title of the reviewed product as the subject line. We will respond via email and disclose any incentives or discounts we received in association with any such review.

Affiliate Links

From time to time, the Company participates in affiliate marketing and may allow affiliate links to be included on some of our pages. This means that we may earn a commission if/when you click on or make purchases via affiliate links.

As a policy, the Company will only affiliate with products, services, coaches, consultants, and other experts that we believe will provide value to our customers and followers.

The Company will inform you when one of the links constitutes an affiliate link.

You recognize that it remains your personal responsibility to investigate whether any affiliate offers are right for your business and will benefit you. You will not rely on any recommendation, reference, or information provided by the Company but will instead conduct your own investigation and will rely upon your investigation to decide whether to purchase the affiliate product or service.

No Endorsements

From time to time, the Company will refer to other products, services, coaches, consultants, and/or experts. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate. The Company provides this information as a reference for users. It is your responsibility to conduct your own investigation and make your own determination about any such product, service, coach, consultant, and/or expert.

Testimonials

At various places on this Website, you may find testimonials from clients and customers of the products and services offered on this Website or by the Company. The testimonials are actual statements made by clients and/or customers and have been truthfully conveyed on this Website.

Although these testimonials are truthful statements about results obtained by these clients and/or customers, the results obtained by these clients and/or customers are not necessarily typical. You specifically recognize and agree that the testimonials are not a guarantee of results that you or anyone else will obtain by using any products or services offered on this Website or by the Company.

Earnings Disclaimer

From time to time, the Company may report on the success of one of its existing or prior clients/customers. The information about this success is accurately portrayed by the Customer. You acknowledge that the prior success of others does not guarantee your success.

As with any business, your results may vary and will be based on your individual capacity, business experience, expertise, and level of desire. There are no guarantees concerning the level of success you may experience. There is no guarantee that you will make any income at all and you accept the risk that the earnings and income statements differ by individual. Each individual's success depends on his or her background, dedication, desire and motivation.

The use of our information, products and services should be based on your own due diligence and you agree that the Company is not liable for any success or failure of your business that is directly or indirectly related to the purchase and use of our information, products, and services reviewed or advertised on this Website.

WEBSITE TERMS OF USE

PRIVACY POLICY

Privacy Policy

When accessing the Website, the Company will learn certain information about you, both automatically and through voluntary actions you may take, during your visit. This policy applies to information we collect on the Website and in email, text, or other electronic messages between you and the Website.

Please read the Privacy Policy carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by the Privacy Policy.** If you do not want to agree to the Privacy Policy, you must not access or use the Website.

Children Under The Age Of 13

Our Website is not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website or on or through any of its features/register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use.

If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at ceo@reachcareercoaching.ca

Information We Collect About You

When you access the Website, the Company will learn certain information about you during your visit.

Information You Provide To Us. The Website provides various places for users to provide information. We collect information that users provide by filling out forms on the Website, communicating with us via contact forms, responding to surveys, search queries on our search feature, providing comments or other feedback, and providing information when ordering a product or service via the Website.

We use information you provide to us to deliver the requested product and/or service, to improve our overall performance, and to provide you with offers, promotions, and information.

Information We Collect Through Automatic Data Collection Technology. As you navigate through our Website, we may use automatic data collection technologies including Google Analytics to collect certain information about your equipment, browsing actions, and patterns. This will generally include information about your location, your traffic pattern through our website, and any communications between your computer and our Website. Among other things, we will collect data about the type of computer you use, your Internet connection, your IP address, your operating system, and your browser type.

The information we collect automatically is used for statistical data and will not include personal information. We use this data to improve our Website and our service offerings. To the extent that you voluntarily provide personal information to us, our systems will associate the automatically collected information with your personal information.

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Similar to other commercial websites, our website utilizes a standard technology called “cookies” and server logs to collect information about how our site is used. Information gathered through cookies and server logs may include the date and time of visits, the pages viewed, time spent at our site, and the websites visited just before and just after our own, as well as your IP address.

A cookie is a very small text document, which often includes an anonymous unique identifier. When you visit a website, that site’s computer asks your computer for permission to store this file in a part of your hard drive specifically designated for cookies. Each website can send its own cookie to your browser if your browser’s preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites.

The Company reserves the right to use technological equivalents of cookies, including social media pixels. These pixels allow social media sites to track visitors to outside websites so as to tailor advertising messages users see while visiting that social media website. The Company reserves the right to use these pixels in compliance with the policies of the various social media sites.

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Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

Email Information

If you choose to correspond with us through email, we may retain the content of your email messages together with your email address and our responses. We provide the same protections for these electronic communications that we employ in the maintenance of information received online, mail, and telephone. This also applies when you register for our website, sign up through any of our forms using your email address or make a purchase on this site. For further information see the email policies below.

Email Policies

We are committed to keeping your e-mail address confidential. We do not sell, rent, or lease our subscription lists to third parties, and will not disclose your email address to any third parties except as allowed in the section titled Disclosure of Your Information.

We will maintain the information you send via e-mail in accordance with applicable federal law.

In compliance with the CAN-SPAM Act, all e-mails sent from our organization will clearly state who the e-mail is from and provide clear information on how to contact the sender. In addition, all e-mail messages will also contain concise information on how to remove yourself from our mailing list so that you receive no further e-mail communication from us.

Our emails provide users the opportunity to opt-out of receiving communications from us and our partners by reading the unsubscribe instructions located at the bottom of any e-mail they receive from us at anytime.

Users who no longer wish to receive our newsletter or promotional materials may opt-out of receiving these communications by clicking on the unsubscribe link in the e-mail.

How And Why We Collect Information

The Company collects your information in order to record and support your participation in the activities you select. If you register to download a book or resources, sign up for our newsletter, and/or purchase a product from us, we collect your information. We use this information to track your preferences and to keep you informed about the products and services you have selected to receive and any related products and/or services. As a visitor to this Website, you can engage in most activities without providing any personal information. It is only when you seek to download resources and/or register for services that you are required to provide information.

If you are outside the European Union and opt to receive any free resources, participate in any free training programs, register for a webinar, register for a live event, register for a seminar, or purchase any products sold by the Company on this Website, we will automatically enroll you to receive our free email newsletter. If you do not wish to receive this newsletter, you can unsubscribe anytime. We include an "unsubscribe" link at the bottom of every email we send. If you ever have trouble unsubscribing, you can send an email to ceo@reachcareercoaching.ca requesting to unsubscribe from future emails.

If you are in the European Union and opt to receive any free resources, participate in any free training programs, register for a webinar, register for a live event,

register for a seminar, or purchase any products sold by the Company on this Website, we will only enroll you to receive our free email newsletter if you affirmatively consent to it. If you do not wish to receive this newsletter, you can unsubscribe anytime. We include an “unsubscribe” link at the bottom of every email we send. If you ever have trouble unsubscribing, you can send an email to ceo@reachcareercoaching.ca requesting to unsubscribe from future emails.

How Do We Use the Information That You Provide to Us?

We use personal information for purposes of presenting our Website and its contents to you, providing you with information, providing you with offers for products and services, providing you with information about your subscriptions and products, carrying out any contract between you and the Company, administering our business activities, providing customer service, and making available other items and services to our customers and prospective customers.

From time-to-time, we may use the information you provide to us to make you offers to purchase products and services provided by third parties in exchange for a commission to be paid to us by such third parties. Should you opt to take part in such promotions, the third parties will receive your information.

From time-to-time, we may use the information you provide to us to display advertisements to you that are tailored to your personal characteristics, interests, and activities.

Disclosure Of Your Information

As a general rule, we do not sell, rent, lease or otherwise transfer any information collected whether automatically or through your voluntary action.

We may disclose your personal information to our subsidiaries, affiliates, and service providers for the purpose of providing our services to you.

We may disclose your personal information to a third party, including a lawyer or collection agency, when necessary to enforce our terms of service or any other agreement between you and the Company.

We may provide your information to any successor in interest in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the Company's assets and/or business.

We may disclose information when legally compelled to do so, in other words, when we, in good faith, believe that the law requires it or for the protection of our legal rights or when compelled by a court or other governmental entity to do so.

How Do We Protect Your Information and Secure Information Transmissions?

We employ commercially reasonable methods to ensure the security of the information you provide to us and the information we collect automatically. This includes using standard security protocols and working only with reputable third-party vendors.

Email is not recognized as a secure medium of communication. For this reason, we request that you do not send private information to us by email. However, doing so is allowed, but at your own risk. Some of the information you may enter on our website may be transmitted securely via a secure medium known as Secure Sockets Layer, or SSL. Credit Card information and other sensitive information is never transmitted via email.

The Company may use software programs to create summary statistics, which are used for such purposes as assessing the number of visitors to the different sections of our site, what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas.

For site security purposes and to ensure that this service remains available to all users, the Company uses software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

Policy Changes

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account and/or through a notice on the Website home page. The date the privacy policy was last revised is identified at the bottom of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

Visitors' GDPR Rights

If you are within the European Union, you are entitled to certain information and have certain rights under the General Data Protection Regulation. Those rights include:

We will retain the any information you choose to provide to us until the earlier of: (a) you asking us to delete the information, (b) our decision to cease using our existing data providers, or (c) the Company decides that the value in retaining the data is outweighed by the costs of retaining it.

You have the right to request access to your data that the Company stores and the rights to either rectify or erase your personal data.

You have the right to seek restrictions on the processing of your data.

You have the right to object to the processing of your data and the right to the portability of your data.

To the extent that you provided consent to the Company's processing of your personal data, you have the right to withdraw that consent at any time, without affecting the lawfulness of processing based upon consent that occurred prior to your withdrawal of consent.

You have the right to lodge a complaint with a supervisory authority that has jurisdiction over issues related to the General Data Protection Regulation.

We require only the information that is reasonably required to enter into a contract with you. We will not require you to provide consent for any unnecessary processing as a condition of entering into a contract with us.

We use your personal data to make the following automated decisions: Offers and Email updates. We use the following logic to make those automated decisions: Previous Purchases, including Free Content, from the Company. These decisions can affect your rights in the following ways: You can unsubscribe from all correspondence at any time.

Last Updated: 23 November 2023