

Online Course and Membership Site User Agreement

1. **Terms and Conditions** - Rise Of The Phoenix Spiritual Healing Inc. (the “Provider”) agrees to provide you with access to **Phoenix Rising Healing Group** (the “Program”) upon the following terms and conditions. By registering for the Program, you (the “Participant” or “You”) agree to be bound by and to abide by the following terms and conditions.
2. **Effective Date** - This Agreement shall start upon registration by the Participant in the Program and shall be enforceable between the parties starting on that registration date.
3. **Program** - The Provider agrees to provide access to all of the Program features as described in the specific Program sales page on the Effective Date. These Program features may include lessons, forms, worksheets, checklists, ongoing live and recorded training sessions, and private discussion groups. The Provider may also introduce discounts or bonuses to Participants upon the purchase of other products or services.
4. **Limited License** - By purchasing the Program, the Participant is granted a single-use, non-exclusive, non-transferable, revocable license to access, view and use the Program. The Participant is granted the right to download, store and print single copies of items comprising the Program. All ownership rights in the intellectual property related to the Program remain with the Provider and the Participant may not use or reproduce any of the content in any manner, without the express written consent of the Provider. Any violation of the copyright or trademark rights of the Provider shall result in immediate termination of access to the Program without refund.
5. **Copyright** - The material in the Program is covered by the provisions of the *Copyright Act (Canada)* and by other applicable laws, policies, regulations and international agreements that address intellectual property rights. Except as granted in the limited license, any use of the Program, including modification, transmission, presentation, distribution, republication, or other exploitation of the Program or of its content, whether in whole or in part, is prohibited without the prior written consent of the Provider.
6. **Program Registration** - The Participant agrees to provide true, accurate, current and complete information as prompted by any registration form and to maintain and promptly update the information to ensure it remains true, accurate, current and complete. The Participant is responsible for maintaining the confidentiality of the password and account, and for all activities that occur under your account. In consideration of use of the Website, you agree to maintain and update true, accurate, current and complete Registration Data. If you provide any information that is untrue, inaccurate, not current or incomplete, or if the Provider have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Provider may suspend or terminate Program access without refund. The Provider reserves the right in its sole discretion, to terminate access of the Participant to the Program and the related services or any portion thereof at any time, if the Participant becomes disruptive to the Program or other Program participants, fails to follow the Program guidelines. In the event of a termination of the Program, the Participant shall not be entitled to a refund of any portion of the fees

and shall not be excused from any remaining payments under a payment plan in the event of such termination.

7. **Fees** - The fees for online courses and any membership programs shall be as set out in the Program website and offers from time to time. The fees charged by the Provider shall be subject to all applicable taxes as required by the taxing authorities in the jurisdiction of Provider.
8. **Cancellation Policy** - You may cancel your membership in writing by e-mail to lesley@riseofthephoenix.org. Your subscription shall continue until the end of the current subscription period (monthly or annually). The Participant shall not be charged by the Provider for any membership fees after the current membership period. Unless the Participant has cancelled the Program within the period of the money back guarantee in Clause 9, the Participant remains responsible to pay all amounts owing under a payment plan for the Program.
9. **Money Back Guarantee** - The Provider wants you to be satisfied with the purchase of your Program so we offer a money back guarantee for all Programs. To claim a refund under this guarantee, please send an e-mail to lesley@riseofthephoenix.org within 30 days of your registration for the Program. You will be required to provide in your e-mail the name of the Product, the date of purchase, the payment method and the name and e-mail address of the Participant and purchaser. The refund will be processed within 10 business days by the Provider via the original payment method.
10. **Scope of Services** - The Client hereby retains the Coach to provide professional coaching services focused on the following areas and goals:
 - a. Personal goals;
 - b. Business goals;
 - c. Such other areas of focus as may be determined from time to time by consultation and agreement of the Coach and the Client. Any amendments to the scope of the Coaching Services must be confirmed in writing and agreed to by all of the parties.
 - d. The Coaching Services will be delivered in the form of scheduled meeting rendered to the Client through the following methods: internet video conference.
11. **Coach Duties and Responsibilities** - The Coach and the Client each acknowledge and agree to their respective duties and responsibilities under this Agreement, including the following duties and responsibilities of the Coach:
 - a. The Coach agrees to conduct herself or himself in accordance with any applicable professional codes of ethics in all interactions with the Client and Employee Clients if any. The Coach will provide copies or links to any applicable code of ethics to the Client for their review;
 - b. The Coach agrees to set appropriate boundaries with the Client and to clearly explain the nature of coaching and the coaching relationship;
 - c. The Coach agrees in the case of coaching in a corporate environment, to review and consider any conflicts of interest between coaching and other management functions and to keep all information private and confidential in accordance with this Agreement, except as disclosure may be required by law;

- d. The Coach herebyThe Client or Employee Client if any, agrees to provide at least 24 hours notice to the Coach in the event that a meeting needs to be cancelled or rescheduled. The Coach will make all reasonable attempts to reschedule the meeting with the Client. The Coach retains to the right to charge the Client for any missed meetings for which proper notice was not given states that she or he has accurately identified their qualifications, expertise, experience, training, certifications and credentials in their marketing materials and communications with the Client; and
- e. The Coach agrees to identify and disclose any real or perceived conflicts of interest and shall offer to remove herself or himself in the event that a conflict of interest arises.

12. Client Duties and Responsibilities - The Coach and the Client each acknowledge and agree to their respective duties and responsibilities under this Agreement, including the following duties and responsibilities of the Client:

- a. The Client, shall be solely responsible for creating and implementing his or her own physical, mental, financial, educational and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship with the Coach, and the implementation of choices rests solely and exclusively with them;
- b. The Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the relationship; and
- c. The Client acknowledges that coaching does not involve the diagnosis or treatment of physical or mental disorders and that coaching is not to be used as a substitute for counseling, psychotherapy, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals.
- d. The Client or Employee Client if any, agrees to provide at least 24 hours notice to the Coach in the event that a meeting needs to be cancelled or rescheduled. The Coach will make all reasonable attempts to reschedule the meeting with the Client. The Coach retains to the right to charge the Client for any missed meetings for which proper notice was not given.

13. Passwords - Any passwords and user IDs used for the Program are for the Participant's individual use only. The Participant is responsible for the security of their password and user ID (if any), and is responsible for all activities that occur under their user ID and password. The Participant agrees to notify the Provider immediately of any unauthorized use of their password or account or any other breach of security. The Provider will be entitled to monitor passwords and user IDs and, at its discretion, require Providers to change passwords. The Participant further agrees that the Provider will not be responsible for the unauthorized use of a Participant profile by any other person and is under no obligation to confirm the actual identity of any password or user ID. The Provider cannot and will not be liable for any loss or damage arising from a Participant's failure to comply with these provisions.

14. Credit Card Authorization - By purchasing a Program with a payment plan or recurring membership fees, the Participant hereby authorizes the Provider to charge their credit card or other payment card automatically for any ongoing membership fees or payments owing as determined by the provisions of this Agreement.

15. **Privacy** - The Provider agrees to protect all personal information collected from the Participant for the purpose of providing the Program in accordance with applicable privacy legislation in the Province of Alberta and if applicable, the jurisdiction of the Participant. The Participant agrees to the collection of use of the personal information in accordance with the Privacy Policy of the Provider for the purpose of delivering and administering the Program. The full privacy policy of the Provider is available here - [W Privacy Policy.docx](#) . In addition to receiving applicable Program correspondence via e-mail or other electronic communication, the Participant expressly consents to receive any marketing correspondence from the Provider upon registration in the Program. The Participant may unsubscribe from any such marketing lists without affecting access to the Program.
16. **Legal Disclaimer - Not Professional Advice** - The Provider provides the information contained in the Program to the Participant for informational and educational purposes only. The information contained in the Program, including any interactions with instructors or coaches, and participation in any social media groups or chats, and shall not be understood or construed as professional advice. The Participant shall be required to use their own judgment in applying the information provided in the Program to their own personal circumstances and may wish to get additional professional advice where appropriate.
17. **Legal Disclaimer - Technology** - The Provider shall not be liable for any losses or damages of any kind related to any websites, course hosting platforms or any other technology used in the delivery of the Program being unavailable or unusable for any reason whatsoever. The Participant hereby agrees that they have the necessary Internet connection and other technology in order to participate fully in the Program.
18. **LIMITATION OF LIABILITY.** Subject to applicable law, in no event shall the Provider and its partners, employees, consultants, agents or licensors be liable for damages of any kind including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages including, without limitation, any loss or damages in the nature of or relating to lost business, lost savings, lost data or lost profits arising from your use of, reliance upon, or inability to use the Program, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if the Provider knew of or ought to have known of the possibility of such damages.
19. **DISCLAIMER OF WARRANTIES.** The Program is provided “as is” and “as available”, without warranty or condition of any kind, either express or implied. The Provider expressly disclaims all warranties and conditions, including any statutory or implied warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment or non-infringement in respect to the Program, to the fullest extent permissible under applicable law. While the Provider endeavours to provide content that is correct, accurate and timely, no representations or warranties are made regarding the Program including, without limitation, the Providers provide no representation or warranty that (i) the Program will be accurate, reliable, complete, current, timely or suitable for any particular purpose, (ii) that the operation of the course hosting platform will be uninterrupted or error-free, (iii) that defects or errors in the Program will be corrected, (iv) that the course hosting platform will be free from viruses, malware, worms or other harmful components, and (v) that communications to or from the course hosting platform will be secure and/or not intercepted. You acknowledge and agree that you are using the Program at your own risk and liability.

20. **RELEASE AND INDEMNITY.** The Participant hereby agrees to release the Provider and their partners, employees, consultants, agents and licensors from, and in no event shall any or all of the Providers and their partners, employees, consultants, agents or licensors be liable to you or any other person or entity, for any and all liabilities and damages (including any direct, indirect, special, exemplary or consequential damages, including lost profits) whatsoever arising from your use of the Program (including any breach by you thereof), or otherwise relating to this Agreement and you agree that your sole remedy for any claim, loss, damage, costs or expenses is to cease using the Program. The Participant will indemnify and hold harmless the Provider and its partners, employees, consultants, agents or licensors from and against any claims, losses, judgments, damages, costs and expenses (including without limitation, reasonable legal fees) incurred by any of them due to or resulting from your use of the Program or otherwise relating to this Agreement (including any breach by you thereof). The Participant will also indemnify and hold harmless the Provider and their partners, employees, consultants, agents or licensors from and against any claims brought by third parties arising out of your use of the Program or its content.
21. **Governing Law and Jurisdiction.** The Program is operated by the Provider within the Province of Alberta, Canada. By accessing or using the Program, the Participant agrees that all matters relating to your access to, or use of the Program and its content shall be governed by the laws of the Province of Alberta, and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The Participant agrees and hereby submits and attorns to the exclusive jurisdiction of the courts of the Province of Alberta, with respect to all matters relating to their access to and use of the Program.
22. **Customer Service Requests** - If you have questions or comments or need to provide notice of any kind to the Provider regarding Programs including cancellations or refunds of your Program fees, please e-mail us at lesley@riseofthephoenix.org.
23. **Entire Agreement** - This is the entire agreement between the Participant and the Provider relating to your access and use of the Program and the content therein.