

Participant Terms of Access to Program

If you do not agree to the Participant Terms, you shall not use the Program, and shall not be granted access to the Program.

These Terms of Access to Program (“**Participant Terms**”) is dated as of the date that the Participant first accesses the Program (the “**Effective Date**”) among 80/20 Consulting Inc. (“**8020**”), and you, the participant who has registered for the use of the Program (the “**Participant**”) (for the purposes of the Participant Terms, the Participant, and 8020 are each individually a “**Party**”, and collectively the “**Parties**”).

Acceptance of the Participant Terms in Order to Use the Program.

It is important that each Participant reads these Participant Terms carefully. By registering for, logging in and/or otherwise accessing or using 8020’s webinars, audio and/or visual presentations, and periodic personal coaching and evaluation (“**Program**”), which each Participant agrees to be good and valuable consideration, such Participant hereby represents, warrants and signifies that such Participant is: (a) at least 18 years of age; (b) has read, understood and agrees to be bound by these Participant Terms, as it may be amended from time to time; and (c) has read and understood the 8020 Privacy Policy, which can be accessed [here "Privacy Policy"](#), the terms of which are incorporated herein by reference, and agrees to abide by the Privacy Policy.

Article 1: Disclaimer; No Warranties.

1.1 Disclaimers (collectively, “Disclaimer Provisions”).

- (a) **RESULTS NOT GUARANTEED.** 8020 DOES NOT GUARANTEE THAT ANY PARTICIPANT WILL ACHIEVE ANY SPECIFIC RESULTS FROM PARTICIPATION IN THE PROGRAM OR USE OF THE PROGRAM OR ITS MATERIALS IN ANY WAY; THE RESULTS THAT THE PARTICIPANT PRODUCES FROM THE PROGRAM ARE ENTIRELY DEPENDENT ON THE EFFORTS THAT THE PARTICIPANT PUTS INTO THE PROGRAM. THE PARTICIPANT FURTHER ACKNOWLEDGES THAT COMMERCIAL ENTERPRISES ARE INHERENTLY RISKY, AND THEIR SUCCESS DEPENDS ON A VARIETY OF FACTORS (INCLUDING WITHOUT LIMITATION, MACROECONOMIC FACTORS).
- (b) **TESTIMONIALS.** THE PARTICIPANT USES THE PROGRAM (AND THE RESULTS THEREOF) AT THEIR OWN RISK. ANY EXAMPLES OF INCOME OR TESTIMONIALS ARE NOT MEANT AS A PROMISE OR GUARANTEE OF THE PARTICIPANT’S OWN EARNINGS OR SUCCESS AS A RESULT OF THE PROGRAM, AND THE PARTICIPANT SHALL NOT RELY ON THE PROGRAM FOR ANY REASON.
- (c) **DISCLAIMER OF ALL WARRANTIES.** 8020 HEREBY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PROGRAM, ALONG WITH ANY ANCILLARY SERVICES, IS BEING PROVIDED “AS IS”, WITHOUT ANY TYPE OF WARRANTY WHATSOEVER.

If applicable law limits the applicability of the disclaimers set out in Article 1, the disclaimers will apply to the extent permissible under applicable law.

Article 2: Limited Liability.

2.1 Exclusion of Consequential Damages. In no event shall 8020 be liable for any consequential, indirect, incidental, punitive or special damages whatsoever, including without limitation damages for loss of business profits, business interruption, loss of business information, and the like, arising out of these Participant Terms.

2.2 Cumulative Liability. In no event shall 8020’s aggregate liability to the Participant under these



Participant Terms or in any way related to the Participant Terms or the Program exceed USD \$50.

2.3 Clarifications and Disclaimers. The liabilities limited by this Article 2 apply to liability regardless of the form of action, whether in contract, tort, strict product liability, negligence, or otherwise, even if 8020 is advised in advance of the possibility of the damages in question and even if such damages were foreseeable and even if a Party's remedies fail of their essential purpose. If applicable law limits the application of the provisions of this Article 2, 8020's liability will be limited to the maximum extent permissible. The liability limits and other rights set forth in this Article 2 apply likewise to 8020's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

Article 3: Indemnification

3.1 Indemnification. The Participant will, at its own expense, defend, indemnify, and hold 8020, its officers, directors, contractors, members, managers, agents, and employees (collectively, "**8020 Protected Parties**"), harmless from any and all claims, actions, liabilities, injuries, damages, losses, grants, costs, and expenses, including legal fees, arising out of, related to, or in connection with: (a) the Participant's use of or access to the Program; (b) the Participant's breach of the Confidentiality Provisions, Prohibited Use Provisions, or the Intellectual Property Provisions; or (c) any other services provided by 8020 to the Participant.

3.2 Indemnification Procedure. The Participant must: (1) give 8020 prompt written notice of any actual or threatened claim for which indemnity may be sought; and (2) at 8020's option, sole control of the defense and settlement thereof; provided however, that the Participant must not settle any claim without 8020's prior written consent unless that settlement includes a full and final release of all claims against 8020 and the 8020 Protected Parties and does not impose any material obligations on 8020 or any of the 8020 Protected Parties. 8020 may, at its own expense, participate in the defense and settlement of a claim with counsel of its own choosing.

Article 4: Obligations of the Participant; Acknowledgements by the Participant.

4.1 Commitment to the Program. The Participant must: (i) faithfully execute all of the lessons, assignments, and course work in the Program to the best of their abilities; (ii) attend all scheduled Q&A and coaching sessions included as part of the Program; (iii) provide all information reasonably requested by 8020; and (iv) acknowledge that compliance with this paragraph to the best of the Participant's abilities is necessary before achieving any results from the Program.

4.2 Prohibited Use ("Prohibited Use Provisions").

- (a) The Participant shall: (i) prevent any person who is not the Participant to use or access the Program (including without limitation, any Confidential Information); (ii) not use the Program in any manner that, in 8020's sole discretion, is objectionable or which may expose 8020 to any harm or liability whatsoever; (iii) only access (or try to access) and use the Program through interfaces provided by 8020.
- (b) The Participant shall not:
 - a. access (or try to access) and use the Program through any automated means, including, but not limited to, scrapers, scripts, robots, or web crawlers.
 - b. use or attempt to use another participant or end user's account.
 - c. impersonate any person or entity, or falsely state or otherwise misrepresent the Participant, the Participant's personal information, or the Participant's affiliations with any person or entity.
 - d. breach any applicable local, national or international law or regulation.
 - e. use the Program in any way that may damage, disable, overburden, and/or impair the Program's server, or any network connected to the Program server, and/or interfere with any other party's use or enjoyment of the Program.
 - f. attempt to decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any of the intellectual property or ideas, algorithms, file formats,



- programming, or interoperability interfaces underlying the Program;
- g. attempt to modify, rent, lease, loan, sell, distribute or create any derivative products or services (or parts of services products or services) based on the Program that the Participant does not own or to which the Participant does not have rights to, or to create derivative works based on the Program; and/or
 - h. infringe upon 8020's intellectual property or adapt, reproduce, publish or distribute copies of any information or material found on the Program in any form (including by e-mail or other electronic means), without 8020's prior written consent.

Any of the foregoing prohibited uses, may, result in immediate account termination for the Participant.

4.3 Moderation of content created by the Participant. The Participant understands and agrees that although 8020 is not required to moderate the Participant's use of the Program, it may in its sole judgment review and delete any content in whole or in part, for any reason whatsoever, which without limitation, violate these Participant Terms or which might be objectionable, offensive, indecent, illegal, or that might violate the rights, harm, or threaten the safety of others.

4.4 Objectionable content created by others. The Participant understands that when using the Program, the Participant may come across material that the Participant finds objectionable, offensive or indecent and agree that the Participant is using the Program at the Participant's own risk.

4.5 User Responsibility for Equipment. The Participant agrees to be responsible for obtaining and maintaining any software, browsers, hosting services, internet providers, other equipment and ancillary services needed to connect to, access or otherwise use the Program.

Article 5: Term and Termination

5.1 Term. This Participant Terms will commence upon the Effective Date, and will continue until the end of the Program's duration (as determined by 8020) so long as it is not terminated earlier in accordance with the Termination Provision.

5.2 Termination ("Termination Provision"). 8020 may immediately terminate this Participant Terms, or the Participant's access to the Program at any time, at its sole discretion, upon written notice to the Participant. The Participant cannot terminate these Participant Terms early for any reason. The provisions of this Participant Terms concerning indemnification, Prohibited Use Provisions, Confidentiality Provisions, Intellectual Property Provisions, Disclaimer Provisions, and limitation of liability shall survive the termination or expiry of these Participant Terms.

Article 6: Confidentiality, Intellectual Property and Privacy

6.1 The Participant agrees to be bound by the following confidentiality provisions ("**Confidentiality Provisions**"):

- (a) "**Confidential Information**" means information that is non-public, confidential or proprietary in nature relating to the Program, including without limitation the Program's materials (whether in electronic form or made available to the Participant in private social media groups, or otherwise), documentation, techniques, formulas, methods, processes, algorithms, code, software, notes, trade secrets, images, video, audio or any login member credentials, whether oral, written or otherwise, and whether obtained by the Participant during, before or after the date of this Participant Terms.
- (b) The Confidential Information will be kept confidential by the Participant and will not, without 8020's prior written consent: (a) be used by the Participant in any way detrimental to 8020 or 8020's subsidiaries or affiliates; or (b) be disclosed by the Participant, in any manner whatsoever, in whole or in part, and will not be used by the Participant directly or indirectly, for any purpose at any time other than the Participant's enrolment in the Program.
- (c) The term "**Confidential Information**" does not include Confidential Information which: (a) is or



becomes generally available to the public other than as a result of a disclosure by the Participant or any of the Participant's representatives or by anyone to whom the Participant or any of the Participant's representatives transmit any Confidential Information; or (b) is or becomes known or available to the Participant, on a non-confidential basis and not in contravention of applicable law, from a source which has represented to the Participant that it is entitled to disclose it to the Participant on such basis and which representation the Participant reasonably believed.

- (d) In the event that the Participant or any person to whom the Participant transmits the Confidential Information, pursuant to or in breach of this Participant Terms, is required by law to disclose any of the Confidential Information, the Participant will provide 8020 with prompt written notice so that 8020 may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Participant Terms.

6.2 Intellectual Property (“Intellectual Property Provisions”).

- (a) **Ownership of Intellectual Property.** The Participant acknowledges that any and all intellectual property, including, but not limited to, Confidential Information, audio, videos, written materials, documentation, images, designs, works made for hire, marks, trademarks, copyrights, trade secrets, and any other materials or elements associated with the Program (collectively the “**Intellectual Property**”) is the sole intellectual property of 8020 or its licensors. The Participant further acknowledges and agrees that, as between the Participant and 8020, 8020 and its third-party licensors own and shall continue to own all right, title, and interest in and to the Intellectual Property. Except for the limited, revocable license expressly granted to the Participant herein, these Participant Terms does not grant the Participant any ownership or other right or interest in or to any Intellectual Property or any intellectual property rights of 8020, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that 8020 uses in connection with services rendered by 8020 are marks owned by 8020. These Participant Terms does not grant the Participant any right, license, or interest in such marks or Intellectual Property, and the Participant shall not assert any right, license, or interest in such marks or Intellectual Property that are confusingly similar thereto.
- (b) **Limited License to Program.** 8020 hereby grants the Participant a non-exclusive, non-transferable, revocable, limited license to use the Program in accordance with this Participant Terms and any license restrictions set out herein. This limited license is subject to full payment of the fees when due, if applicable. This license may be revoked by 8020 upon breach of these Participant Terms by the Participant and shall automatically be revoked upon termination or expiration of this Agreement.

Article 7: Third Party Website Links, Content and Services.

7.1 MyQuest. The Program is accessed via a platform hosted by MyQuest Ltd. (“**Hosting Platform**”). By entering into these Participant Terms, the Participant agrees to be bound by MyQuest Ltd.’s Terms of Service, as may be amended from time to time. MyQuest Ltd.’s Terms of Service may be amended at any time without notice. In the event MyQuest Ltd. amends its Terms of Service for any reason, the Participant agrees to be bound by such amendment in order to continue to access the platform hosted by MyQuest Ltd. and participate in the Program.

7.2 The Program or the Hosting Platform may contain links to other third-party Websites or content (“**Third Party Website(s)**”) such as third-party affiliate websites. If a Participant links to any Third Party Website, they may be subjected to those Third-Party Websites’ terms and conditions and other policies. 8020 makes no representation or guarantee as to the accuracy or authenticity of the information contained in any such Third-Party Website, and the Participant acknowledges that the Participant’s linking to any other website is completely at the Participant’s own risk and 8020 disclaims all liability thereto. Any and all contents and services (including advertising) within the Program or the Hosting Platform that are not owned by 8020 are “**Third Party Content and Services**”. 8020 accepts no responsibility or liability for Third Party Content and Services. In addition, and without limiting the generality of the foregoing, 8020 may include links to websites operated by third parties, including advertisers and other content providers. Those Third Party Websites may collect data or solicit



personal information from the Participant. 8020 does not control such Third Party Websites, and is not responsible for their content, policies, or collection, use or disclosure of any information, those websites may collect.

Article 8: Miscellaneous

8.1 Assignment. The Participant may not assign or transfer any rights or obligations under this Participant Terms. 8020 may assign these Participant Terms without the Participant's consent at any time.

8.2 Entire Agreement. These Participant Terms, along with any additional terms or policies incorporated herein by reference, represents the entire Participant Terms between the Participant and 8020 concerning the Program, and these Participant Terms supersedes and replaces any prior proposal, representation, promise or understanding relating to the Program, whether oral or written. The Participant represents, warrants and agrees that the Participant is not relying upon any prior proposal, sales call, representation, promise or understanding relating to the Program, whether oral or written.

8.3 Amendment. Subject to the amendment restrictions set out in applicable law, 8020 may add to, discontinue or revise these Participant Terms, or any aspect, mode, design, or service provided under the Program, which include, but are not limited to the: scope of features, timing of features, software/hardware required to access the Program; and geographic locations or jurisdictions in which certain features may be available. In the event of a material change to the Participant Terms, for which 8020 is required by law to provide notice to the Participant, 8020 will provide written notice to the Participant (at least the minimum notice period as required under applicable law) via the e-mail address supplied to 8020 by the Participant. This written notice will contain any details to the extent required by applicable law (including, without limitation, the new or amended agreement terms, how such terms read formerly, the date of the coming into force of the amendment). 8020 highly recommends that the Participant reads the amendments carefully. Unless explicit consent is required by the law, 8020 has the right to assume that each Participant accessing the Program has accepted the change to these Participant Terms.

8.4 Waiver. None of the provisions of these Participant Terms shall be deemed to have been waived by any act or acquiescence on the part of 8020, its officers, directors, contractors, members, managers, agents, or employees, except by duly signed written instrument. The failure of 8020 to enforce any provision of these Participant Terms shall not constitute a waiver of the future enforcement of that provision and shall not constitute a waiver of the enforcement of any other provision.

8.5 Binding Effect. The Parties represent and warrant that they are authorized to execute these Participant Terms and that these Participant Terms and all of its terms and provisions shall be binding upon and inure to the benefit of the Parties and their heirs, legal representatives, successors, and assigns.

8.6 Governing Law and Jurisdiction. These Participant Terms and any disputes relating to this Participant Terms shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties hereby attorn to the non-exclusive jurisdiction of the Province of Ontario, without regard of any conflict of law principles that would select a different jurisdiction.

8.7 Remedies. The Participant agrees that monetary damages would not alone be sufficient to remedy any breach by the Participant of any term or provision of these Participant Terms and that 8020 will also be entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof and in addition to any other remedy available pursuant to these Participant Terms or at law or in equity.

8.8 Severability. The invalidity of any portion of these Participant Terms whether declared invalid by a court or otherwise shall not affect the validity of the remainder of the Participant Terms. If a court of competent jurisdiction should find the provisions of any provision of these Participant Terms to be invalid, illegal, or unenforceable to any extent, the remainder of these Participant Terms and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.



8.9 Notices. Any notice or other communication required or permitted to be given to the Participant shall be in writing and shall be delivered by e-mail to the e-mail associated with the Participant's account.