



Acceptance of Terms & Conditions for Online Purchases Policy

This Acceptance of Terms and Conditions for Online Purchases (the “**Agreement**”) sets forth the terms of the relationship between C Lily Winston Group (“**CLWG**”), with offices located in Calgary, Alberta, Canada, and you as the purchaser or consumer (“**you**”) as it relates to the purchase of goods and services offered online through CLWG’s website and/or related online links (the “**Online Products**”). You and CLWG may be referred to in this Agreement collectively as the “**Parties**” or individually as a “**Party**.” You expressly agree to the terms of this Agreement by purchasing one or more Online Products.

1. **Term of Agreement.** This Agreement shall apply to your purchase of one or more Online Products offered through CLWG’s website and/or related online links.
2. **Online Products Used at Your Own Risk.** You acknowledge and agree that you are not guaranteed to achieve any specific, personal, professional, or financial results or earn any specific amount of income by purchasing one or more of its Online Products. CLWG makes no promises, representations, or warranties concerning the viability of any goals, aspirations, or endeavors you may identify or choose to pursue during or as a result of your purchase of one or more of its Online Products. You agree to use any one of the purchased Online Products at your own risk. You are solely responsible for any decisions and actions that result from your use of the Online Products. CLWG does not provide psychological, investment, or financial advice. In addition, you are solely responsible for taking all actions necessary to ensure your medical safety.
3. **Refund Policy.** All Online Products are nonrefundable. Any purchase by you is deemed completed upon submission and acknowledgment that the form of payment provided in connection with the transaction may be charged by CLWG.
4. **Ownership Rights and Proprietary Information.** CLWG and its affiliated entities own all right, title, and interest (including all intellectual property rights throughout the world) relating to any and all works of authorship, designs, know-how, ideas, course materials, products, services, and information made by CLWG (or its affiliated entities) or conceived or reduced to practice, in whole or in part, by CLWG (or its affiliated entities) in connection with the Online Products or any Proprietary Information (as defined below). You agree that all materials provided by CLWG as part of the Online Products, which are confidential and proprietary in nature, will constitute CLWG’s “**Proprietary Information**.” You will personally use all materials related to the Online Products and not duplicate, replicate, distribute, copy or otherwise disseminate such materials to third parties without the prior written consent of CLWG.
5. **Intellectual Property.** You recognize and acknowledge that the trademarks, service marks, trade names, logos, patents, and copyrighted materials (the “**CLWG Intellectual Property**”) associated with the Online Products. You will not take any action that would interfere with or infringe upon the CLWG Intellectual Property, including, but not limited to: (i) duplication or creation of works (including any derivative works) that are the same or substantially similar to the CLWG Intellectual Property; (ii) registration, creation or use of trademarks, service marks or domain names that are the same or substantially similar to the CLWG Intellectual Property; (iii) use, manufacture, import, or sales of any product or service that infringes upon the CLWG Intellectual Property; (iv) use of any CLWG Intellectual Property in any social media website, newsgroup, page, association, broadcast or other designation without the express written consent of CLWG and (v) any action that would pass off or create the appearance of an association with or endorsement by CLWG.
6. CLWG may modify or amend any of the terms and conditions contained in this Agreement, at any time and in CLWG’s sole discretion, by posting a change notice or a new version of the Agreement on the applicable link for purchase of its Online Products or by otherwise advising you of the amendment/modification. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued purchase of any of CLWG’s Online Products following the posting of a



change notice or a new version of the Agreement or following notice of the modification/amendment will constitute your binding acceptance of the new terms and conditions.

7. You will indemnify, hold harmless and defend CLWG (as well as its members, employees, instructors, vendors, independent contractors, service professionals, and affiliated entities) from and against any and all claims, expenses, costs, causes of action, and damages (including those for personal injury, property damage, and reasonable attorneys' fees) resulting from or arising out of your actions, your use of the purchased Online Products or your violation of this Agreement or applicable law.
8. You may not assign this Agreement (or any obligations under this Agreement), by operation of law or otherwise, without CLWG's prior written consent.
9. **Limitation of Liability.** CLWG (as well as its members, employees, instructors, vendors, independent contractors, service professionals, and affiliated entities) shall not be liable for any indirect, incidental, special, or consequential damages of any nature (including but not limited to claims for personal injury, property damage, losses of revenue, profits, use or data) arising in connection with this Agreement or your use of the Online Products, even if CLWG or its affiliated entities knew or should have known of the possibility of such damages. Further, CLWG's aggregate liability arising with respect to this Agreement and the applicable Online Products will not exceed the total amounts paid or payable by you for purchase of the Online Products.
10. **Governing Law; Class Action Waiver.** This Agreement will be governed by and construed in accordance with, the laws of the Province of Alberta, without reference to rules governing choice of laws. You irrevocably and unconditionally waive, to the fullest extent permitted by law, any right you may have to participate as a representative or member of any class of claimants in any class action against CLWG, or any of its affiliated entities, now or hereafter pending relating to transactions evidenced by this Agreement or similar transactions.
11. **Dispute Resolution.** Any dispute or claim arising out of or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), will be exclusively (except as provided below) resolved by binding arbitration before the Alberta Arbitration and Mediation Society (AAMS). One arbitrator will be selected using AAMS procedures. The arbitrator will use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator will also render a written decision setting forth detailed findings of fact and conclusions of law, in accordance with the rules, after the conclusion of the arbitration hearing. The arbitrator will not award attorneys' fees, or punitive, indirect, incidental, special, consequential, treble, or other multiple or exemplary damages, and the Parties hereby agree to waive and not seek such damages. Either Party may seek judicial relief to compel the other Party to comply with the provisions of this Section or seek injunctive or other equitable relief to protect its intellectual property rights, as long as (unless prohibited by applicable law) the remainder of the dispute or claim is submitted to arbitration. The arbitration will be held in Calgary, Alberta. Both Parties hereby give their irrevocable consent to the processes of the AAMS in Alberta, as well as the jurisdiction of the courts of Calgary, Alberta for enforcement purposes. Awards will be final, binding, and non-appealable.
12. **Legal Age.** By entering into this Agreement, you represent and acknowledge that you are of legal age in the province or state, or county of your residency.
13. **Relationship of Parties.** You agree that by purchasing one or more of CLWG's Online Products you are acting as an independent contractor, and you are responsible for determining your own business activities. Nothing in this Agreement will create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties.

If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. CLWG's failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of CLWG's right to subsequently enforce such provision or any other provision of this Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement, and



revokes and supersedes all prior or contemporaneous agreements, communications, proposals or understandings, whether electronic, oral, or written, between the Parties and is intended as a final expression of their agreement.

Notification of claimed non-compliance with either the GDPR or other Privacy Law(s) should be sent via email to clywinstongroup@shaw.ca.