

# Terms and Conditions

Welcome [www.personalimpact.ca](http://www.personalimpact.ca) (our Site).

## Terms and Conditions

These Terms and Conditions (Terms) govern your use of this Site, as well as Personal Impact International's products and services, and form a binding contractual agreement between you and us.

These Terms are important and you should ensure that you read them carefully and contact Personal Impact International at [Info@personalimpact.ca](mailto:Info@personalimpact.ca) if you have any questions before purchasing our products or engaging our services.

Personal Impact International's products and services are intended for people aged 18 and over.

## Acceptance of Terms

1. By accessing, downloading or using the products and services offered on our Site, whether or not you register as a member, or purchase tickets to attend any Personal Impact International Events, you agree to be bound by these Terms, which you acknowledge that you have read and understood. If you do not agree to these Terms of Use, then you are not allowed to use this Website and should immediately terminate such usage.

2. We may change all or part of these Terms at any time. If we do, the new terms and conditions will be posted on this Site. Your continued use of the Site will constitute your acceptance of any changes. If you object to any changes to the Terms, your only remedy is to contact us at [Info@personalimpact.ca](mailto:Info@personalimpact.ca) and immediately discontinue your use of the products and/or services.

## General Disclaimer

3. All Personal Impact International products and services are intended for general education and information purposes only. Nothing on this Site, or any of the content provided to you by us during our provision of the products and/or services, purports to offer legal, medical, tax or other professional advice. Use caution and always seek professional advice before acting on any information that we provide.

4. Personal Impact International provides support, guidance and tools for you to set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your dedication, participation, desire, and motivation.

5. Any testimonials and examples within our marketing materials are not to be taken as a guarantee that you will achieve the same or similar results.

6. You acknowledge and agree that Personal Impact International, its directors, principals, employees and representatives are not responsible for decisions that you may make nor losses that may arise out of any business or personal decision made by you at any time.

## **Earning and Income Disclaimer**

7. Personal Impact International, cannot and does not make any guarantees about your ability to get results or earn any money with our ideas, information, tools, or strategies. You acknowledge that there is an inherent risk in any business enterprise or activity and agree there is no guarantee that you will earn any money as a result of your purchase of our products and/or services.

8. Any financial representations referenced by us on the Site, in our videos, forums or during the provision of our services are illustrative of concepts only and should not be considered as promises for actual or future performance.

## **Account Registration**

9. You may register to access and use our Products and Services by verified email address through our account registration page. In consideration of your registration and use of the Service, you agree to: Provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data"), and maintain and promptly update the registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Personalimpact.ca has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, this will be removed as per our account termination policy.

10. If you are a registered user or member to this Site, you acknowledge and agree that:

- a. You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (**Password**);
- b. You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (**Password**);
- c. You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must notify us immediately if you become aware of any unauthorised use of your registered details.
- d. Where a member service is for one user only, you will not let any other person use your Password or any registered user or member services.
- e. You are solely responsible for all access to and use of this site via your Password, whether such access or use is by you or any other person; and

- f. Any information you provide to us for posting or inclusion in our Personal Impact International Community, at any time, becomes our property.

11. To the extent that you provide personal information, Personal Impact International will treat such information strictly in accordance with its [Privacy Policy](#).

## Your Obligations

12. When using our products and/or services, you may be given access to Facebook groups, other online or in person forums (**Personal Impact International Community; Corporate Trainers Tool Kit Community**) or events in which you may post comments, photos, messages or other material (**Your Content**). When posting Your Content, you agree that you will not post or otherwise publish through this Site or our Personal Impact International Community any of the following:

- a. Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
  - b. Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
  - c. Information that includes personal or identifying information about another person without that person's consent.
  - d. Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us.
  - e. Any information or content that impersonates any person or entity.
  - f. Any material, non-public information about companies without authorisation to do so.
  - g. Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).
13. By posting or otherwise publishing Your Content on our Site or Personal Impact International Community, you:
- a. Grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit Your Content in any form and for any purpose;
  - b. Warrant that you have the right to grant the above licences;
  - c. Warrant that Your Content does not breach these Terms; and
  - d. Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

14. We reserve the right (but have no obligation) to:

- a. Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
- b. Monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

## **Code of Conduct**

15. Our Site and Personal Impact International Community is a space for learning and is a pitch-free, solicitation-free and sales-free environment.

26. Whilst using this Site and/or our Personal Impact International Community, we ask that you not:

- a. Contact anyone who has asked not to be contacted.
- b. Collect personal data about other users for commercial or unlawful purposes.
- c. Infringe other user's privacy rights.
- d. Violate the intellectual property of others.
- e. Post anything that contains software viruses, worms or any other harmful code; or
- f. Use manual or automated software, devices, script robots, other means or processes to access our Site or any related data or information.

## **Confidentiality**

17. We confirm that where you give us confidential and proprietary information we shall undertake reasonable endeavours to keep it confidential. However, we reserve the right to disclose any confidential information to any person, firm, court, authority or regulator as required by law or as provided for in regulatory, ethical or other professional guidance which may govern our business of the Services we provide.

18. You also agree to keep confidential all proprietary information, ideas, plans and trade secrets (collectively, Confidential Information) advice, which are provided or disclosed by us for the purposes of providing services to you.

You agree:

- a. That any confidential information shared by Participants or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to us.
- b. Not to disclose such information to any other person or use it in any manner other than in discussion with Participants during training sessions.
- c. That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.

- d. That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.

19. While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of the Participants in the strictest of confidence.

## **Use of Content; Restrictions; Privacy Statement**

20. Unless otherwise indicated in the relevant content, and on the condition that you comply with all of your obligations under these Terms of Use, our digital products are not customizable and can't be viewed, copied or edited unless agreed to in the terms of the product purchase.

21. You are not authorized to copy or use any software, proprietary processes, or technology embodied or described in this Website.

22. You will comply with all applicable laws in accessing and using this Website.

23. You acknowledge that we may use your personal information and data according to our Cookie Notice, which is incorporated herein by this reference. You hereby agree to the terms of our Privacy Policy and Cookie Notice, including any obligations imposed on you therein.

24. You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.

25. You acknowledge that all intellectual property rights in documents and materials generated by us in connection with the engagement shall be owned by Personal Impact International.

26. The trademarks, logos, and service marks displayed on our Site are the registered and/or unregistered trademarks of Personal Impact International. The trademarks whether registered or unregistered, may not be used in connection with any product or service that does not belong to Personal Impact International, in any manner that is likely to cause confusion with customers, or in any manner that disparages Personal Impact International.

27. Nothing contained on this Site or in our Personal Impact International Community should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade mark without our express written permission.

28. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Personal Impact International will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

## **Data Protection**

29.To enable us to discharge the services and for other related purposes including updating and enhancing client records, analysis for management purposes, the provision of statutory returns, crime prevention and legal and regulatory compliance, we may obtain, store, use, process and disclose personal and financial data ("Information") about you, your officers and employees.

30.We may give Information about you to third parties who provide a service to us or are acting as our agents. This will only be done on the basis that they will keep the Information confidential.

31.We confirm when processing data on your behalf we will comply with Canadian law.

32.In common with all accountancy and legal practices we are required by the Money Laundering legislation to:

- a. have identification procedures for all new clients;
- b. maintain records of identification evidence for all clients (this may require us to obtain further identification from you from time to time); and
- c. report suspicious activities in accordance with our obligations imposed

33.Although under Canadian Law we are not required to obtain your consent for these purposes, we are informing you, as a matter of courtesy, that, in order to verify any information you provide us we may make searches about you with various publicly available electronic databases, including credit reference or fraud prevention agencies.

## **Quality control**

34.As part of our ongoing commitment to providing a quality service, our files may periodically be reviewed by an external independent regulator, reviewer, auditor or quality controller. Our reviewers are highly experienced and professional people and, of course, are bound by the same rules for confidentiality as our principals and staff. By continuing to instruct us, you consent to your information being used as part of an audit review process.

35.We strive to provide a high quality of service at all times. If you would like to discuss how we could improve our service, or if you are dissatisfied with the service you are receiving, please let us know by contacting our customer services team. If you do not feel that your concerns have been adequately addressed, please put your concerns in writing to us at [client@Personalimpact.ca](mailto:client@Personalimpact.ca)

36.We will look into any complaint carefully and promptly and do all we can to explain the position to you. If we have given you a less than satisfactory service we will undertake reasonable endeavours to put it right.

## **Contracts Rights of Third Parties**

37. Only someone who is a party to the Terms of Engagement has the right under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of those terms. All rights and remedies provided by the Act are expressly excluded by the consent of both parties to the Terms of Engagement. This clause does not affect any right or remedy that exists independently of the Act.

38. The advice we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it. We do not accept responsibility to any third party for any aspect of our professional services or work that is made available to them.

39. We reserve the right to suspend or terminate your use of the Site, the Personal Impact International Community or our products and/or services generally, if you breach any of these Terms, as determined by us in our sole discretion.

40. Refunds are not provided for our products and/or services, including where you have been given access to Our Content or our Personal Impact International Community, whether accessed by you or not, unless we are in breach of the Canadian Law

## **Force Majeure**

41. We shall have no liability to you under the Terms of Engagement if we are prevented from or delayed in performing our obligations under the Terms of Engagement or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of or the workforce of a supplier or any third party), failure of a utility service or transport network, act of God, inclement weather war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## **Entire Agreement**

42. You acknowledge and agree that in agreeing to these Terms of Engagement you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) relating to the provision of the Services other than as expressly set out in the Terms of Engagement or Engagement Letter.

## **Financial terms**

43. Each refund request will be assessed on a case-by-case basis and when genuine value has not been received or isn't able to be received, refunds will be granted at the

discretion of Personal Impact International's team. Refunds shall be limited to the price paid for the product or Service.

44. Most of our payments are operated through an online and automated billing system (Online Payment). Where your payments are made via Online Payment:

- a. You agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us on their scheduled due dates.
- b. If payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account without need for notification at a future date.

45. Where another agent or enterprise is debiting funds pursuant to an arrangement entered into with us, you also affirm the same rights and undertakings explained in these Terms to them.

46. We reserve the right to suspend or terminate any product or service, at our discretion, if payment is defaulted.

47. We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.

48. We reserve the right to inform credit watch monitoring services of ongoing defaults trends or payment-avoiding strategies employed where we deem it is appropriate.

49. We endeavour to work with clients who have financial difficulties to ensure actions such as those listed above do not happen. If you are having difficulties or require a payment plan, please contact us.

50. In circumstances where we invoice you for payment, payment is due and payable by the payment date noted on the invoice. Failure to make payment by the payment date may lead to suspension of use of our product and/or services.

51. From time to time, Personal Impact International may offer members the opportunity to purchase additional products and services at a discounted rate. To be eligible for this discount, you must be an active member in good standing at the time of purchase.

## **Virtual and In Person Events**

51. For the purpose of the paragraphs below, any virtual events or in-person events hosted by Personal Impact International will be referred to as 'Events'.

52. Events are strictly adults only to ensure professionalism and a quiet working environment for all other attendees.

53. Personal Impact International reserves the right to exclude you from any Event should you, in Personal Impact International's sole determination, become disruptive.



54. You understand and acknowledge that Personal Impact International and/or its representatives may record any aspect of an Event (Recordings). Those Recordings may be in the form of audio, video or still photography, and those Recordings may be used in the production of marketing or other materials to be used by Personal Impact International.

55. You hereby waive any and all legal rights you may have against Personal Impact International in respect of Recordings of your participation in the event and grant to Personal Impact International the absolute right and permission to copyright and use, reuse and publish the Recordings where you may be depicted or included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, or reproductions thereof in colour or otherwise, made through any medium and in any and all media now or later known, for art, advertising, trade or any other legal purpose. You also consent to the use of any printed matter in conjunction with that use.

56. You waive any right that you may have to inspect or approve the finished product or products of the Recordings or any printed matter that may be used in connection with the Recordings or the use to which it may be applied.

57. You hereby release, discharge and agree to hold harmless Personal Impact International from any and all liability that has or may occur in the making of the Recordings or any subsequent process or publication.

58. You acknowledge and understand that you are not permitted to make any of your own Recordings at any Event, webinar or other in-person forum.

59. In the unlikely event that Personal Impact International cancels an Event, you will receive a full refund of the purchase price paid for the Event. Personal Impact International will not reimburse any optional expenses including but not limited to flights and accommodation.

## **Invalidity**

60. Except where the context otherwise requires, each of these Conditions shall be regarded as independent of every other Condition so that if any such Condition or the application of any such Condition to any person or to any circumstance is found to be invalid or unenforceable, then such finding will not affect any other Condition or the application of such Condition to any person or circumstance.

## **Limitation of Liability**

61. The disclaimers, liability limitations and indemnities within these Terms do not exclude rights that by law may not be excluded. Such rights include, but are not limited to, those rights under Canadian law.

62. We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our Site, Personal Impact International Community or Our Content.

63. In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or reliance upon this Site, Personal Impact International Community or Our Content.

64. We shall not be liable for:

- loss of business; or
- loss of profits; or
- depletion of goodwill and/or similar losses; or
- loss of anticipated savings; or
- loss of goods; or
- loss of contract; or
- loss of use; or
- loss of corruption of data or information or loss incurred as a result of any communication being misdirected or intercepted by third parties;
- any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or
- loss for which another party would be liable if you had brought proceedings or made a claim against them or we had brought proceedings or made a claim against them as permitted by relevant legislation.

65. If we are liable to you in respect of any breach by us of the Engagement Terms, then our liability shall be limited as follows:

- a. We will act as outlined in the Engagement Terms with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete Information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities;
- b. Our work is not to be made available to third parties without our written permission and we accept no responsibility to third parties for any aspect of our professional services or work that is made available to them;

- c. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Engagement Terms shall be limited to the price paid for the Services for any claim or claims arising out of the same act or omission; a series of related acts or omissions; the same act or omission in a series of related matters or transactions or similar acts or omissions in a series of related matters or transactions.

## **Your Indemnity**

66. You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or us as a direct or indirect consequence of using or attempting to use our information, products, services or any breach by you or your agents of these Terms. We are not responsible for, and expressly disclaim all liability to the fullest extent permitted by law, for damages of any kind arising out of use, reference to, or reliance on any information contained within our Site, Personal Impact International Community or through use of our products or services. You have agreed that you will not bring any claim in connection with services we provide to you against any of our employees personally.

## **Affiliate Disclosure**

67. As affiliates of certain products and services we may receive compensation for recommending and promoting products/services linked to from this Site or via our Personal Impact International Community.

## **No Assignment**

68. You cannot transfer or assign your Personal Impact International membership or product agreements of use without Personal Impact International's prior written consent.

69. We may assign or transfer our obligations under these Terms at any time, subject to giving you four (4) weeks prior notice in writing.

## **Dispute Resolution**

70. If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause and any party claiming that a dispute exists must notify the other party to the dispute (Second Party) in writing of the nature of the dispute.

71. In the case of claims against us, all notices are to be provided to [client@personalimpact.ca](mailto:client@personalimpact.ca).

72.If the dispute is not resolved by agreement within five (5) business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties.

73.Once a mediator is appointed, the parties agree that:

- a. The costs of the mediator shall be borne equally between the disputing parties.
- b. The chosen mediator shall determine the procedures for mediation.
- c. The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.

74.If the parties have not mediated a resolution of the dispute within ten (10) business days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.

75.Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court or tribunal of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.

76.Despite the existence of a dispute the parties must continue to comply with their obligations under the contract.

77.This clause survives termination of these Terms.

## **Applicable Law**

78.These Terms shall be construed in accordance with and governed by Canadian Law. You consent to the exclusive jurisdiction of the courts in British Columbia, Canada to determine any matter or dispute which arises between us.

## **Your Feedback**

79.We welcome enquiries or feedback on our Site. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential.

80.If you have questions or comments regarding this Site, or Personal Impact International's products or services, please email us at [client@personalimpact.ca](mailto:client@personalimpact.ca).

81.This policy was last updated March 14, 2021.

## **Company Details**

**Trading Name:** Canada

**Telephone Number:** +1 604-298-7228

**Email:** [client@personalimpact.ca](mailto:client@personalimpact.ca)

