

## WEBSITE TERMS AND CONDITIONS OF USE

*Last Updated: February 10, 2021*

### **Acceptance of the Website Terms and Conditions of Use.**

These website terms and conditions of use for ambitiontheory.ca, constitute a legal agreement and are entered into by and between you and Ambition Theory Inc. (“**Ambition Theory**”, the “**Company**,” “**we**,” “**us**,” “**our**”). The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these “**Terms and Conditions**”), govern your access to and use, including any content, functionality, and services offered on or through ambitiontheory.ca (the “**Website**”).

**BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY [www.ambitiontheory.ca/privacy-policy](http://www.ambitiontheory.ca/privacy-policy) , INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.**

By using this Website, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

In addition, upon submitting an order to complete the purchase of an Ambition Theory product (“**Product**”), you hereby represent and agree that you have read and agree to these Terms and Conditions and you have full power and authority to agree to these Terms and Conditions.

### **Modifications to the Terms and Conditions and to the Website**

We reserve the right in our sole discretion to revise and update these Terms and Conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the Terms and Conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these.

The Website and the information and material on this Website may be changed, withdrawn or terminated at any time in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is restricted to users or unavailable at any time or for any period.

### **Your Use of the Website and Account Set-Up and Security**

Users are responsible for obtaining their own access to the Website and for the Website’s availability and performance. Users are required to ensure that all persons who access the Website through a user’s internet connection are aware of these Terms and Conditions and comply with them. Users are responsible for any security breaches or performance issues relating to accessing the Website.

The Website, including content or areas of the Website, may require user registration. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

Your provision of registration information and any submissions you make to the Website through any functionality such as applications, chat rooms, e-mail, message boards, personal or interest group web pages, profiles, forums, bulletin boards and other such functions (collectively, “**Interactive Functions**”) constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy [www.ambitiontheory.ca/privacy-policy](http://www.ambitiontheory.ca/privacy-policy) .

Any user name, password, or any other piece of information chosen by you or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise 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. You understand and agree that should you be provided an account, your account is personal to you and you 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 logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any user name, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms and Conditions.

You are prohibited from attempting to circumvent and from violating the security of this Website including without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or

authentication measures which are not authorized; (c) restrict or disable service to users, hosts, servers or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Website owner's ability to monitor the Website; (f) use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (g) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attack the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; and (i) otherwise attempt to interfere with the proper working of the Website.

### **Intellectual Property Rights and Ownership**

You understand and agree that Ambition Theory products and services and the Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by Ambition Theory, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Company name and all related names, logos, product and service names, designs, images 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. Other names, logos, product and service names, designs, images and slogans mentioned or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute a violation of the rights of the property owner and may be a violation of federal or other laws and could subject the violator to legal action.

You may only use the Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, in any form or medium whatsoever except:

- (a) your computer and browser may temporarily store or cache copies of materials being accessed and viewed;
- (b) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever.

Users are not permitted to modify copies of any materials from this site nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

You have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other intellectual property laws.

Further, you acknowledge and agree that the sale of any Ambition Theory products or services to you does not constitute the transfer of any intellectual property or industrial rights in and to those products and services. In particular, by purchasing the Ambition Theory's products or services, you do not have the right reverse engineer, copy, or reproduce the products or services. Ambition Theory is and will be the sole and exclusive owner of all intellectual property and industrial rights in and to each product and service made available on this Website, including, but not limited to, all related copyrights, patents, industrial designs, and trademarks.

If you believe that anything on or available through the Website infringes upon any copyright which you own or control or that of another third party, please contact us immediately at [hello@ambitiontheory.ca](mailto:hello@ambitiontheory.ca).

### **Conditions of Use and User Submissions and Content Standards**

As a condition of your access and use you agree that you may use the Website only for lawful purposes and in accordance with these Terms and Conditions.

The following content standards apply to any and all content, material, and information a user submits, posts, publishes, displays, or transmits (collectively, "submit") to the website, to other users or other persons (collectively, "User Submissions") and any and all Interactive Functions. Any and all User Submissions must comply with all applicable federal, provincial, local, and international laws and regulations.

Without limiting the foregoing you warrant and agree that your use of the Website and any User Submissions shall not:

- (a) In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that

could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Policy [www.ambitiontheory.ca/privacy-policy](http://www.ambitiontheory.ca/privacy-policy)

- (b) Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such prohibited ground or be otherwise objectionable.
- (c) Involve stalking, attempting to exploit any individual or harm minors in any way by exposing them to inappropriate content or otherwise nor ask for personal information.
- (d) Involve, provide or contribute any false, inaccurate or misleading information.
- (e) Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with the standards set out in these Terms and Conditions.
- (f) Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
- (g) Transmit, or procure the sending of, any advertisements or promotions without our prior written consent, commercial activities or sales, including without limitation any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation.
- (h) Include engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- (i) Include causing annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person.
- (j) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- (k) Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.
- (l) May otherwise, as determined by us, have a disruptive, destructive, or negative impact on Ambition Theory, other users of the Website, or any third party.

### **User Submissions**

The Website may contain Interactive Functions allowing User Submissions on or through the Website.

None of the User Submissions you submit to the Website will be subject to any confidentiality by the Company. By providing any User Submission to the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to a world-wide, royalty free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose and according to your account settings and/or incorporate such material into any form, medium or technology throughout the world without compensation to you. You waive any moral rights or other rights of authorship as a condition of submitting any User Submission.

By submitting the User Submissions you declare and warrant that you own or have the necessary rights to submit the User Submissions. You represent and warrant that all User Submissions comply with applicable laws and the User Submissions and Site Content Standards set out in these Terms and Conditions.

You understand and agree that you, not the Company, are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable including to any third party for such content and its accuracy. We are not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Website.

### **Website Monitoring and Enforcement, Suspension and Termination**

Company has the right, without provision of notice to:

- Remove or refuse to post on the Website any User Submissions for any or no reason in our sole discretion.
- At all times, to take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including without limitation, for violating the Website and User Submissions and Content Standards or Terms and Conditions.
- Take appropriate legal action, including without limitation, referral to law enforcement, regulatory authority or harmed party for

any illegal or unauthorized use of the Website. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms and Conditions.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

We have no obligation, nor any responsibility to any party to monitor the Website or use, and do not and cannot undertake to review material that you or other users submit to the Website. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party.

### **No Reliance**

The content on our Website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on our site.

This Website may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company. The Company is not responsible, or liable to you or any third party, for the content or accuracy of any third party materials.

### **Privacy**

Any user information and User Submissions will be deemed our property and your submissions and use of our site constitutes consent to the collection, use, reproduction, hosting, transmission and disclosure of any such user content submissions in compliance with our Privacy Policy [www.ambitiontheory.ca/privacy-policy](http://www.ambitiontheory.ca/privacy-policy) , as we deem necessary for use of the Website and provision of services.

By using this Website you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Website may not function adequately.

### **Third Party Websites**

For your convenience, this Website may provide links or pointers to third party sites. We make no representations about any other websites that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third party sites, and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third party sites.

Such links to third party sites from the Website, may include links to certain social media features that enable you to link or transmit on your own or using certain third party websites, certain limited content from this Website. You may only use these features when they are provided by us and solely with respect to the content identified. Such features and links to third party sites are subject to any additional terms and conditions we provide with respect to such features.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the homepage. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the Conditions of Use. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

### **Online Purchases**

All orders, purchases or transactions for the sale of goods and/or services made using this Website are subject to the following terms and conditions of sale:

- (a) **Order and Compliance.** You agree that your order is an offer to buy, under these Terms and Conditions, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or

services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

(b) Prices and Payment Terms.

- i. All prices, discounts, and promotions posted on this Website are subject to change without notice. The price charged for a product or service will be the price advertised on this Website at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price charged will be clearly stated in your order confirmation email. Price increases will only apply to orders placed after the time of the increase. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total price and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.
- ii. Payment must be received by us before our acceptance of an order. We accept payments by approved credit cards for all purchases. You represent and warrant that: (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honoured by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Website at the time of your order.

(c) Shipments; Delivery; Title and Risk of Loss. We will arrange for shipment of the products to you. You will pay all shipping and handling charges unless otherwise specified in the order confirmation. Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

(d) Returns and Refunds. We will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within thirty (30) days of delivery with valid proof of purchase and provided such products are returned in their original condition. To return products, you must contact us at [hello@ambitiontheory.ca](mailto:hello@ambitiontheory.ca), and will provide further instructions for the return of the product at that time.

You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment.

Refunds are processed within approximately seven (7) business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Website. WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS WEBSITE AS NON-RETURNABLE.

(e) Goods Not for Resale or Export. You represent and warrant that you are buying products or services from the Website for your own use only and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within Canada.

(f) Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any of these Terms and Conditions when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, tsunami, explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this agreement; and (f) national or regional emergency; and (g) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 9, either party may thereafter terminate this Agreement upon ten (10) days' written notice.

Additional terms and conditions may be applicable to parts or features of this Website and are hereby incorporated by reference into these Terms and Conditions.

**Geographic Restrictions**

The owner of the Website is based in Nova Scotia, Canada. This site is not intended for use in any jurisdiction where its use is not permitted. If you access the site from outside Canada you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

### **Disclaimer of Warranties**

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE COMPANY NOR ANY AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS MAKES ANY WARRANTY, REPRESENTATION OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY PRODUCTS OR SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. SUBMISSIONS, STATEMENTS AND INFORMATION SUBMITTED BY THIRD PARTIES AND MADE AVAILABLE ON THE WEBSITE DOES NOT REPRESENT THE VIEWS OF AMBITION THEORY AND AMBITION THEORY CANNOT BE HELD RESPONSIBLE FOR ANY OMISSIONS OR CLAIMS THAT MAY APPEAR THEREIN.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET AND DATA SECURITY.

### **Limitation on Liability**

UNDER NO CIRCUMSTANCE WILL AMBITION THEORY, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD PARTY WEBSITES, NOR ANY SITE CONTENT, MATERIALS, POSTING OR INFORMATION THEREON.

FURTHER, TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. IN NO EVENT WILL AMBITION THEORY'S LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER TO AMBITION THEORY IN THE PRECEDING 3 MONTH PERIOD.

### **Indemnification**

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Ambition Theory, its affiliates, and their respective directors, officers, employees, shareholders, partners, agents, service providers, contractors, licensors, suppliers, representatives and each other respective successors and assigns (the "**Indemnified Parties**") from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including legal fees) arising out of or relating to your breach of the Terms or Conditions or the Membership Terms, as applicable, or your use of the Website, including, but not limited to, your User Submissions, third party sites, any use of the Website's content, services, and products other than as expressly authorized in these Terms and Conditions of Use.

By using the Website, you, and (if applicable) each of your respective officers, employees, directors, shareholders, parents, subsidiaries, alter egos, affiliates, partners, agents, attorneys, accountants, heirs, executors, administrators, conservators, trustees, successors and assigns, hereby fully and forever release and discharge the Indemnified Parties from any and all claims, whether or not caused by or contributed to by the negligence of any of the Indemnified Parties, and whether now known or suspected, which existed or may have existed, or which do exist or which hereafter can, shall or may exist, based on any facts, events or omissions occurring from any time on or prior to the effective date of these Terms and Conditions and/or any modifications of these Terms and Conditions arising out of, concerning, pertaining or relating in any manner to your use of the Website or the content you submit through the Website; (a) your breach of these Terms and Conditions, the Membership Terms (if applicable), or the Privacy Policy; or (b) your violation of the rights of another person or entity. Moreover, notwithstanding any applicable statute, law or rule that states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, you acknowledge and agree that this release shall constitute a full release in accordance with its terms, and you knowingly and voluntarily waive the provisions of any such applicable statute, law or rule.

### **Governing Law and Jurisdiction**

The Website and these Terms and Conditions will be governed by and construed in accordance with the laws of Nova Scotia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle or rule (whether of the laws of Nova Scotia or any other jurisdiction) and notwithstanding your domicile, residence or physical location.

Any action or proceeding arising out of or relating to this Website and under these Terms and Conditions will be instituted in the courts of the province of Nova Scotia and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

### **Waiver**

No waiver under these Terms and Conditions is effective unless it is in writing and signed by an authorized representative of the party waiving its right. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

### **Severability**

If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

### **Entire Agreement**

The Terms and Conditions and our Privacy Policy [www.ambitiontheory.ca/privacy-policy](http://www.ambitiontheory.ca/privacy-policy) and the Membership Terms and Conditions [www.ambitiontheory.ca/privacy-policy](http://www.ambitiontheory.ca/privacy-policy) (if applicable), constitute the sole and entire agreement between you and Ambition Theory regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

### **REPORTING AND CONTACT**

This website is operated by Ambition Theory Inc., a corporation formed under the federal laws of Canada.

Should you become aware of misuse of the website including libelous or defamatory conduct, you must report it to the Company at [hello@ambitiontheory.ca](mailto:hello@ambitiontheory.ca) :

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to [hello@ambitiontheory.ca](mailto:hello@ambitiontheory.ca)