

## **I AM ENERGY COLLECTIVE TERMS OF PURCHASE**

Last updated: October 12, 2020

Welcome to the I Am Energy Collective check out page!

You (hereinafter: the “**Client**”) understand that by clicking the payment button, entering your credit card and/or debit card information, making a cash, PayPal or Stripe payment, or otherwise enrolling, electronically, verbally, or otherwise, that you agree to be provided with products, programs, or services by Becka Crowe Media Inc., an incorporated Company in Canada (hereinafter: the “**Company**”), and you are entering into a legally binding Agreement with Becka Crowe Media Inc., and are subject to the following terms and conditions:

This Terms of Purchase is to be read in combination with this Website’s Terms and Conditions, Privacy Policy and Disclaimers.

### **PURPOSE OF TERMS OF PURCHASE:**

The intended purpose of this Agreement is to inform the Client of the Terms of their Purchase and any, and all, information regarding the Products and/or other Digital Products sold on or in connection with [www.iamenergycollective.com](http://www.iamenergycollective.com), [www.iamenergycollective.ca](http://www.iamenergycollective.ca), or [www.iamenergyschool.com](http://www.iamenergyschool.com) (hereinafter: the “**Website**”).

### **PURCHASE PRICE AND TERMS OF PAYMENT:**

The Client understands that unless otherwise specified on the order, payment of the purchase price shall be due on the date of purchase. The appropriate payment amount will be reflected on payout. The Client will be liable for all of the payments regardless of whether the Client continues to use the Program or not.

### **METHODS OF PAYMENT:**

The Company accepts payment via cash, electronic transfer or as otherwise indicated at the Check Out page. If given the option to pay via instalments, the Client authorizes the Company to charge their payment account monthly for the duration of the agreed upon payment plan. It is the Client’s responsibility to ensure payments are made on time. In the event payments are not made on time, the Client understands that any delay in payments may result in the Company engaging a Debt Recovery Mercantile Agency or a Solicitor to recover the outstanding amount due and all applicable collection costs.

### **SHIPPING POLICY:**

All physical products purchased from us are subject to the following shipping policy. All orders are processed within 2-3 business days with the exclusion of weekends or holidays. In the event the Company is experiencing a high volume of orders, shipping may be delayed by a few days. In the event there will be a significant delay, the Company will contact the purchaser directly. At this time the Company is able to ship across Canada and to a select few international countries. All shipping fees are in addition to the purchase price. For orders within Canada shipping times may take between 3-5 business days. For international countries this time may take longer. All orders are shipped from St. Thomas, Ontario. If you would like to know more about our shipping policy please contact us at [hello@iamenergycollective.com](mailto:hello@iamenergycollective.com).

### **REFUND POLICY:**

We love our products, and we know you will too. If for any reason the product does not come to you the way you hoped, you can email our customer support team at [hello@iamenergycollective.com](mailto:hello@iamenergycollective.com) and we can help you!

The Client understands that if more than thirty [30] days have passed since delivery of the (physical) Product, the Client is not eligible, under any circumstance whatsoever, be it known or unknown in the future, for a refund. By purchasing any (physical) Products from this website, the Client accepts without dispute the terms of the refund policy herein and waives any and all claims in connection with this refund policy.

For any Digital Products, the Client understands they may be eligible for a partial refund under the following criteria: (i) The Client must have completed the first module of the Digital Product to be eligible, and (ii) must contact the Company within seven [7] days from the date of purchase. The Client understands that after seven [7] days have passed, there will be no refunds of any kind, all sales of this type are full and final. By purchasing any and all digital products on this Website, the Client accepts without dispute the following Terms of the Refund Policy and waives any and all claims in connection with the refund policies herein.

#### **TERMINATION:**

The Client further understands that the Company retains the right to and may limit, suspend, or terminate the Client's access to any Digital Products and/or services sold on or in connection with the Website, and associated Facebook Groups or group calls, without refund if the Client (i) becomes disruptive or difficult to work with, (ii) fails to follow program guidelines, (iii) is found to harass other students of the Company, or harass the Company, (iv) participates in copyright infringement of any Intellectual Property produced and/or developed by the Company, (v) is negatively speaking about the program, products and/or services offered by the Company in public forums without prior consultation with the Company as outlined herein or is (vi) monopolizing the sessions, unable to share time, or is not considerate of fellow colleagues. The Client accepts that the Company will provide one formal warning prior to termination.

The Client understands that any money owing to the Company at the time of Termination will become due at the effective date of Termination.

#### **INTELLECTUAL PROPERTY:**

Any designs produced by the Company for you will remain the intellectual property of Company and may not be used in any other form without prior written consent. The Client agrees and understands that the Company has created numerous original, creative works in connection with the Program, and agrees that the Company maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in the Program, whether created prior to working with the Client or specifically for the Client, including but not limited to: documents, charts, emails, graphs, products, systems, processes, handouts, worksheets, tutorial videos, trade secrets, marketing strategies, Facebook ad strategies, guides, and any other original work created by the Company. The Client agrees they may be granted a limited right to use selected materials in the course of their own business and life, but understands that the rights remain with the Company. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from the Company to the Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the Program.

The Client agrees and understands they are not to copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property

provided by the Company or obtained through working with the Company, without the Company's express written consent. If such behavior is discovered or suspected, the Company reserves the right to immediately end your participation in the Program without refund, as well as access to any program or materials you may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law.

**Licensee Rights:** The Client understands that in purchasing any digital products in connection with the Company, they are gaining access to view all content and information available as part of the product, as well as any additional information or content shared with them by the Company as they see fit. The Client understands this means they will have been granted a limited, revocable, non-transferable license to read and use the information provided for use in their business and life, as instructed or allowed by the Company. As a "Licensee," the Client understands and agrees that the Client will not: (i) Copy, edit, distribute, duplicate or steal any information or any Content obtained through Program without written permission by the Company.; (ii) Post, distribute, copy, steal or otherwise use any portion of the Program or its content without written permission by the Company, and understand that any such use may constitute infringement, which may give rise to a cause of action against the Client. (iii) Share purchased materials, information, content with others who have not purchased them. (iv) **Client further acknowledges and understands that any such actions including but not limited to those outlined above will likely constitute infringement and/or theft of our work, and a violation of this Agreement and Canadian law.**

**DISCLAIMER:**

The purpose of Digital Products sold on or in connection with this Website is solely to provide educational information to those wishing to view it. The Client agrees and understands that the Company cannot guarantee any specific results, outcomes, or changes to the Client's current situation, and will hold the Company harmless if the Client does not experience desired results. The Client is entering into this Agreement voluntarily and of his or her own free will, and readily understands that the Client may or may not experience results desired, or achieved by other clients and customers of the Company.

The Client understands that all services provided by the Company in connection with the products being purchased are provided on an "as is" basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. The Client is choosing to purchase this product and work with the Company on a purely voluntary basis and does not hold the Company responsible should the Client become dissatisfied with any portion of the Product.

The Client agrees that they do not have a cause of action, legal remedy, and are not entitled to a refund should they not achieve the results desired, as long as the Company delivers the Product.

The Client also understands and acknowledges that the Company and any of its staff, employees or contractors are not considered to be a doctor, lawyer, therapist, psychic, accountant, nurse, counsellor or any other medical professional, nor do they hold themselves out to be. Nothing contained on this Website or within any product or service found herein is intended to take the place of a consultation with any such professional. The Client is encouraged to consult with their own professionals for any questions they may have regarding particular business or situations regarding legal, business, medical, or financial questions, or any similar professional that may address their own individual situation.

**INDEMNIFICATION:**

The Client agrees at all times to defend, fully indemnify and hold the Company and any affiliates, agents, team members or other party associated with us from any causes of action, damages, losses, costs, expenses incurred as a result of your use of our Website or any products or services contained therein, as well as any third party claims of any kind (including attorney's fees) arising from your actions in relation to our Website or any breach by you of any such conditions outlined herein. Should we be required to defend ourselves in any action directly or indirectly involving you, or an action where we decide your participation or assistance would benefit our defense, you agree to participate and provide any evidence, documents, testimony, or other information deemed useful by us, free of charge.

We will attempt to monitor any comments and posts made by third parties and users as often as possible. Should you, as a User of our Website, see anything objectionable or offensive posted by a third party, you agree to (1) notify us of the material, and (2) agree not to take any action against us based upon the content posted by the third party. You understand we cannot be responsible for material posted by a user without our control, and agree to release us of any and all claims arising therefrom.

Should the Client choose to utilize information offered on our Website, whether free or for purchase, you understand that we are not liable to any party, for any damages – whether direct, indirect, consequential, foreseeable, incidental or otherwise – stemming or perceived to stem from use of or reliance upon any information contained or found on our Website, or from products or services purchased therefrom. The Client also understands and agrees that we are not liable for any damages incurred as a result of your reliance or use of information on our Website written by a third party, whether endorsed or not by us, and you agree to release us from any and all claims stemming from, or perceived to stem from, reliance on information contained on our Website.

**LIMITATION OF LIABILITY:**

The Client understands and agrees that the information offered in Programs, Digital Products, and services sold on or in connection with the Website is general information that may not be suitable for all persons, businesses, locations, countries, or persons in specific situations. The Client understands that your decision to use any information or purchase any products or services offered on our Website is purely voluntary. Should you choose to purchase products or services via our Website, you understand and agree that we may not know your personal and specific situation in full, and have no way of knowing of a program's specific applicability to your life or business. The Client agrees and understands that the Client will hold us harmless from any direct or indirect, perceived or actual damages or harm to your person or business as a result of choosing to utilize information found on or purchased from our Website. The Company is not responsible for any result stemming from your decision to use information provided by us, nor are we responsible for your mental or physical health, income, finances, earnings, business, clientele, client base, or any other result, and you agree we are not liable for any such damages or losses incurring therefrom.

The Client understands and agrees that the Company is not to be held liable for any type of direct or indirect damages arising out of your use of our Website, any information contained herein, any injuries sustained or medical ailments that arose as a direct or indirect cause of implementing information found on our Website, or any products or services purchased therefrom, including but not limited to general, specific, incidental, consequential, punitive, or special damages. You also agree that we are not liable or responsible in any way for any loss incurred by you or your business, including revenues, clients, business, goodwill, income, anticipated income, predicted income, sales numbers, loss of a sale, data, nor any computer failure, computer virus obtained by use of our

Website, technical glitch or failure, defect or delay, or any other similar issue. The Client agrees that your decision to use our Website and/ or purchase any (physical) Products or Digital Products sold on or in connection with the Website is wholly at your own risk and voluntarily chosen by you, and any ramifications resulting therefrom are yours alone.

The Client also understands and agrees that the Company makes no warranties, express or implied, and hereby renounces any such warranties, guarantees, or representations with respect to any portion of our Website, the content herein, content distributed through email lists, social media, via webinars, or that which is made available through purchase. By use of the Website, you agree and understand that use of content and information found herein is to be used at your own risk, with no guarantees, representations, or warranties regarding fitness for particular purpose, accuracy, or otherwise.

The Client also understands and agrees that under no circumstances will the Company, and by extension, its owner Becka Crowe, be liable to any party for any type of damages resulting or claiming to result from any use of or reliance on our Website, any information or Content found therein, or in our (physical) Products, Digital Products, programs or services sold on or in connection with the Website, and you hereby release the Company, and by extension its owner, Becka Crowe, from any and all claims whether known now or discovered in the future.

**NO NEGATIVE STATEMENTS OR ACTIONS:**

The Client shall not at any time directly or indirectly take any action and/or make, publish, file or record any oral or written statements that would likely have a negative or injurious impact upon, or that is derogatory, defamatory, libel or slanderous in nature to the Company in any way. The Client acknowledges that the Company retains the right to terminate access to any product for any violation of this section and may be entitled to injunctive relief.

**DISPUTE RESOLUTION:**

Should a dispute arise between the Parties, the Parties agree to attempt to resolve by good-faith negotiations and discussions. (The Client agrees that failure to see results is not a basis for a “dispute” and agrees that they will not hold the Company responsible for any specific results, or those results, which have been achieved by other clients or customers of the Company). If unable to reach a resolution informally, the Parties agree that all disputes will be submitted for Arbitration and/or mediation in the Province of Ontario within a reasonable amount of time. The Parties agree to participate in the arbitration process in good faith and in a manner that will effectively and efficiently resolve the dispute at hand, including the exchange of any materials, documents, or information. The decision made by the arbitrator is to be final and binding on both parties, and is not to be appealed or otherwise set aside. It is to be enforceable in any court of proper jurisdiction as a judgement of law or decree.

**RELEASE OF CLAIMS:**

The Client releases any right to claims against Company to the maximum extent as permissible under applicable law. The Client agrees that under no circumstances will the Company be liable to any party for any type of damages resulting or claiming to result from any use of or reliance on our digital products or content found therein, and the Client hereby releases the Company from any and all claims whether known now or discovered in the future.

**SEVERABILITY:**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any

provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**APPLICABLE LAW:**

This Agreement shall be governed by and under control of the laws of the Province of Ontario regardless of conflict of law principles, and regardless of location of Client. The Client understands this and agrees that the laws of the Province of Ontario are to be applicable here.

**BINDING EFFECT:**

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

If you have any questions about the Terms of Purchase herein please contact us at: [hello@iamenergycollective.com](mailto:hello@iamenergycollective.com).