

By purchasing and accessing an online course from My Career Transformation, Inc., you, the purchaser, enter into an Agreement (hereinafter, "Agreement") on this date ("Effective Date"), with My Career Transformation, Inc. ("MCT", "We", "Us"), as the "Provider," and you the purchaser as further defined below, as "Participant" in the Course, also defined below.

All parts and sub-parts of this Agreement are specifically incorporated by reference here. This Agreement shall govern the use of all pages and screens in and on the Course (all collectively referred to as "Course") and any services provided by or on this Provider through the Course ("Services") and/or on the Provider's website ("Website").

Article 1 - DEFINITIONS:

A) The parties referred to in this Agreement shall be defined as follows:

I) Provider: Provider, as the creator, operator, and licensor of the Course, is responsible for providing the Course publicly or as a custom label product for other organizations. Provider will be referred to as the Provider, incorporating, where applicable, all employees and affiliates of the Provider.

II) Participant: Participant is licensee, as the participant in the course or user of the course and Website, will be referred to throughout this Agreement as Participant. Participant shall incorporate, where applicable, all employees, students, and users as may be granted access licenses and use of the Course in accordance with the Agreement.

III) Parties: Collectively, the parties to this Agreement (Provider and Participant) will be referred to as Parties.

B) The Course details are as follows:

I) Courses can be free introductions to subject matter or organized in tracks or sub-domains of governing domain of knowledge. Enrollment or access to any course on our website, whether free or for a fee, make you or your employees a Participant as defined in part A

III) Course Fees ("Fees"): Fees are for a license or user to a course and are due prior to granting access.

IV) Course URL: www.mycareertransformation.com

V) Course Start Date: Upon completion of registration and full payment or as otherwise agreed in writing.

VI) Course End Date: Six months after Start Date

Article 2 - ASSENT & ACCEPTANCE:

By purchasing and participating in the Course, Participant warrants that he has read and reviewed this Agreement and that he agrees to be bound by it. If Participant does not agree to be bound by this Agreement, please cease your participation in the Course immediately. If he does so after purchase, Participant will not be entitled to any refund. Provider only agrees to provide the Course if Participant assents to this Agreement.

Article 3 - LICENSE TO USE WEBSITE & ACCESS COURSE MATERIALS:

Provider may provide Participant with certain information to facilitate accessing of the Course through the Website. Such information may include, but is not limited to, documentation, data, or information developed by MCT and other materials which may assist in your participation in the Course ("Materials"). Subject to this Agreement, Provider grants participant a non-exclusive, limited, non-transferable and

revocable license to use the Materials solely in connection with participation in the Course and use of the Website. The Materials may not be used for any other purpose, and this license terminates upon your completion of the Course, cessation of use of the Course or the Website, or at the termination of this Agreement.

Article 4 - COURSE TERMS:

After purchasing the Course, Participant may not be able to begin until the specified Course Start Date. Participant must complete the Course by the specified Course End Date. Whether or not the Course has been started or completed by the specified Course End Date, it will expire the following amount of time after purchase: 12 months. At the completion of the Course, participant will receive a certificate evidencing your participation in, and completion of, the Course.

The Course and any of its accompanying Materials may not be shared with any party. If Provider suspects that the Course or Materials are being shared and/or that Participant shared log-in information with any party, Provider reserves the right to immediately terminate access to the Course, in his sole and exclusive discretion.

We do not offer any promises or guarantees with regard to our Course or Course Materials. Participants hereby acknowledge and agree:

- A) Participants are solely and exclusively responsible for the choices made with regard to this Course, the Materials contained within, or any significant changes to your business or life;
- B) Participants are solely and exclusively responsible for their own level of comfort and well-being, business decisions, and any other actions or inaction they choose to take;
- C) Provider is not liable for any result or non-result or any consequences which may come about due to participation in the Course;

Article 5 - INTELLECTUAL PROPERTY:

Participant agrees that the Materials, the Course, the Website, and any other Services provided by the Provider are the property of the Provider, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

Article 6 - PARTICIPANT OBLIGATIONS:

As a participant in the Course, students will be asked to register with us. When registering, students will choose a user identifier, which may be an email address or another term, as well as a password. Students may also provide personal information, including, but not limited to, name, title, and interests. Participants are responsible for ensuring the accuracy of this information. This identifying information will enable students to participate in the Course. Participant must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, participant agrees to notify Provider immediately in writing. Email notification will suffice. Participant is responsible for maintaining the safety and security of identifying information as well as keeping Provider apprised of any changes to identifying information.

The billing information provided, including credit card, billing address and other payment information, is subject to the same confidentiality and accuracy requirements as the rest of the identifying information. Providing false or inaccurate information, or using the Course or the Website to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

Article 7 - PAYMENT & FEES:

As noted above, the total Fees for the Course are set in the Course Catalog and are subject to change upon the publishing of a new catalog. Payment plans are available for the payment of the Course Fees. Such payment plans are available by special requests. If payment is not complete by the specified Course Start Date, Participant will forfeit enrolment in the Course.

Article 8 - ACCEPTABLE USE:

Participant agrees not to use the Course or the Website for any unlawful purpose or any purpose prohibited under this clause. Participant agrees not to use the Course or the Website in any way that could damage the Course, Website, Services, or general business of the Provider.

a) Participant further agrees not to use the Course or the Website:

- I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- II) To violate any intellectual property rights of the Provider or any third party;
- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;
- V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- VI) To publish or distribute any obscene or defamatory material;
- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII) To unlawfully gather information about others.

Article 9 - NO LIABILITY:

The Course and Website are provided for informational purposes only. Participant acknowledges and agrees that any information posted in the Course, in the Materials, or on the Website is not intended to be legal advice, career advice, or financial advice, and no fiduciary relationship has been created between Parties. Participation in the Course is at one's own risk. Provider does not assume responsibility or liability for any advice or other information given in the Course, in the Materials, or on the Website.

Article 10 - REVERSE ENGINEERING & SECURITY:

Participant agrees not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble or copy any material, code, or software from or on the Course or Website;
- b) Violate the security of the Course or Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

Article 11 - DATA LOSS:

Provider does not assume or accept responsibility for the security of accounts or content. User agrees that participation in the Course or use of the Website is at your own risk.

Article 12 - INDEMNIFICATION:

Participant agrees to defend and indemnify the Provider and any of our affiliates (if applicable) and hold harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to participation in the Course, use or misuse of the Website, breach of this Agreement, or conduct or actions. Participant agrees that Provider shall be able to select legal counsel and may participate in his own defense.

Article 13 - SPAM POLICY:

Participant is strictly prohibited from using Course for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

Article 14 - MODIFICATION & VARIATION:

Provider may, from time to time and at any time without notice, modify this Agreement. Participant agrees that Provider has the right to modify this Agreement or revise anything contained herein. Participant further agrees that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modification or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, Participant agrees that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

Article 15 - ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the Parties with respect to the Course. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral.

Article 16 - SERVICE INTERRUPTIONS:

Provider may need to interrupt your access to the Course to perform maintenance or emergency services on a scheduled or unscheduled basis. Participant agrees that access to the Course and/or Website may be affected by unanticipated or unscheduled downtime, for any reason, but that Provider shall have no liability for any damage or loss caused as a result of such downtime.

Article 17 - TERM, TERMINATION & SUSPENSION:

Provider may terminate this Agreement at any time for any reason, with or without cause. Provider specifically reserve the right to terminate this Agreement if Participant violates any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. Provider may also terminate this Agreement with 90 days' notice by contacting Provider and requesting termination in writing. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

Please be advised that terminating this Agreement does not entitle Participant to a refund on any monies.

Article 18 - NO WARRANTIES:

Participant agrees that participation in the Course and use of the Website is at Participant's sole and exclusive risk and that any Services provided are on an "As Is" basis. Provider hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. Provider makes no warranties that the Course or Website will meet your needs or that the Course or Website will be uninterrupted, error-free, or secure. Provider also makes no warranties as to the reliability or accuracy of any information in the Course or on the Website. Participant agrees that any damage that may occur, through a computer system, or as a result of loss of data from participation in the Course or use of the Website is the sole responsibility of Participant and that Provider is not liable for any such damage or loss.

Article 19 - LIMITATION ON LIABILITY:

Provider is not liable for any damages that may occur as a result of participation in the Course or use of the Website, to the fullest extent permitted by law, as noted above. The maximum liability of Provider arising from or relating to this Agreement is limited to the greatest of one hundred (\$100) US Dollars or the amount paid in the last six (6) months. This section applies to any and all claims, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

Article 20 - GENERAL PROVISIONS:

- A) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

- B) **JURISDICTION, VENUE & CHOICE OF LAW:** Through participation in the Course and use of the Website, Participant agrees that the laws of Florida shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and us, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: Escambia, Florida, US. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. Participant hereby waives the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

- C) **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: Escambia, Florida, US. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the State of Florida. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not

limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by Provider will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

- D) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by Participant. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by Provider, the rights and liabilities of Provider will bind and inure to any assignees, administrators, successors, and executors.
- E) **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.
- F) **NO WAIVER:** In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.
- G) **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.
- H) **NO AGENCY, PARTNERSHIP OR JOINT VENTURE:** No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.
- I) **FORCE MAJEURE:** Provider is not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.
- J) **ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email us at the following address: info@mycareertransformaion.com.