

Terms and Conditions

These Terms of Use state how you may access our Website and other platforms and how you may use our Course, and Course Materials.

Please read these Terms of Use carefully. We reserve the right to change these Terms of Use from time to time without notice to you. By purchasing or using any of our Course, and Course Materials , now or in the future, you are agreeing immediately upon said purchase to the Terms of Use as they appear, and agree that you are legally bound by them, whether or not you have read them. If at any time you do not agree with these Terms of Use, please do not use our Course or Course Materials

Words You Need to Understand

“Agreement” or **“contract”** means all of the documents which you and the Company have signed and the Credit Card Authorization Form you have signed.

“Client” or **“you”** means any purchaser, client and/or user of our Course, and Course Materials .

“Company”, “we”, “us” or “me” means **The McCance Method Inc.**

“Course or Course Materials” mean any paid educational course including but not limited to modules, downloadable information product, business, learning lesson plans, templates, or other course where we provide content for educational and informational purposes that is not permitted to be reproduced or used in your own business for commercial use or in a way that earns you money. Course, and Course Materials may be delivered in ways including but not limited to virtual platforms such as Zoom, videos, audios, or otherwise in a variety of settings such as weekly virtual group Q & A meeting. What you can specifically expect from any Course will be included in the sales or information page for said Course.

“Course Materials” mean any video, audio, printed or written text or work including but not limited to drafts, templates, lesson plans, modules, online or printed documents, or other materials created by us that are provided to you for your educational and informational purposes or through our Course, and Course Materials

“Terms of Use” includes this document and all the standard provisions that form part of every contract we enter into with each purchaser, client and user (including you) of any of our Course, and Course Materials as amended from time to time by us in our sole discretion, without notice to you.

“Improper and/or Unauthorized Use” includes and is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium any Course Materials or any other information accessed or purchased through our Course, and Course Materials for your own business or commercial use or in any way that earns you money or that you trade for valuable consideration.

How You May Use Our Course, and Course Materials

You consent to use our Course, and Course Materials as described in the following paragraphs, which collectively are referred to as the “Terms of Use”.

By purchasing or using any of our Course, and Course Materials , you agree to abide by these Terms of Use and the Contract you have signed, and you acknowledge and agree that you are required to act in accordance with them. Accessing, purchasing or using our Course, and Course Materials , in any manner, constitutes and is evidence of your use of them, and your agreement to be bound by these Terms of Use.

All of our Course, and Course Materials are intended solely for persons who are 18 years of age or older. Any registration by, use of, or access to any Course, and Course Materials by anyone who is younger than 18 years of age is unauthorized, unlicensed and violates these Terms of Use. By purchasing or using any Course, and Course Materials, you represent and warrant that you are at least 18 years of age.

Intellectual Property Rights

Our Limited License to You.

Our Course, and Course Materials are our property or are used by us with authorization from the owner, and are protected by copyright, trademark, and other intellectual property laws. This means you can only use and access our Course, and Course Materials in the ways and to the extent we say you can, as described in greater detail in the following paragraphs.

The content in our Course, and Course Materials is solely owned by or licensed to us, unless expressly indicated otherwise. This content includes, but is not limited to, the design, layout, look, appearance, graphics of our Course, and Course Materials or any other material or aspects of materials provided by us to you. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms of Use.

If you purchase or access any of our Course Materials, you will be considered our Licensee. To clarify, all content obtained through us is solely and completely our property or is provided under a licence granted to us, and you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only. This means you may not use our Course, and Course Materials in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us.

You are being granted a limited license to use our Course, and Course Materials with permission and restrictions. This means that when you purchase a Course, and/or Service from us, you are purchasing the limited right to use the Course Materials with certain conditions as specified in these Terms of Use. **The format and methodology of our Course, and Course Materials are subject to change at the Company's sole discretion, at any given time.**

Any trademarks, taglines, and logos displayed on our Course Materials are trademarks belonging to us or to the entity which has granted us a licence to use same. All trademarks reproduced on our website, of which we do not own or hold a licence, are acknowledged on our website. Any use including framing, meta tags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our express written consent, or permission granted in these Terms of Use.

For those trademarks, taglines, and logos for which you are granted permission to use, the trademark indicia must be included at all times. Any marketing or promotional tools and/or Course, Service titles or any other title or information of ours bearing the trademark symbols (™) or ® may not be used by you for any reason unless you ask us in writing if you may do so, and we answer in writing and state that you may do so.

All rights not expressly granted in these paragraphs in these Terms of Use or in any written licence, are reserved by us.

Information You Must Not Share with Others.

As a Licensee, you understand and acknowledge that our Course, and Course Materials have been created, developed or obtained by us through the investment of significant time, effort and expense, and that this information is a valuable, special and unique asset of ours which needs to be protected from Improper and/or Unauthorized Use.

When you enroll in or purchase any of our Course, and Course Materials you agree that you are clearly and expressly prohibited from doing any of the following acts:

- (a) You will not copy, share or steal our Course, and Course Materials or any parts of them.
- (b) You will not in any way use, copy, adapt or represent any of our Course, and Course Materials or their content in any way as if they are yours or created by you.
- (c) You will not engage in the Improper and/or Unauthorized Use of our Course, and Course Materials .
- (d) You will not duplicate, share, trade, sell, or otherwise distribute our Course, and Course Materials to any other person, for their personal, business, or commercial use or in any way that earns them money, whether it was known to you or not at the time that you shared the information that their intention was to use the Course Materials for their own personal, business or commercial use. This means you cannot share or sell any part of our Course, or Course Materials to another person or business, so they can copy, reproduce, sell and/or use them for their own personal, business or commercial use or in any way that earns them money or for valuable consideration. You are the only one granted a limited licence to use our Course, and Course Materials and Course Materials.
- (e) You will not violate our intellectual property rights, including copyright and trademark rights by downloading, printing, or otherwise using our Course, and Course Materials for publication or compilation into your own, Course, or Course Materials for your own personal, business or commercial use or in any way that earns you money.
- (f) You will not use our Course, and Course Materials in a manner that constitutes an infringement of our rights or that we have not first approved in writing.

Your Licence to Us.

By posting or submitting any material on or through our Course, or Course Materials such as comments, posts, photos, images or videos or other contributions, you are representing and warranting that you are the owner of all such materials and are at least 18 years old. Furthermore, you consent to the following:

- (a) When you submit to us or post any comment, photo, image, video or any other submission for use on or through our Course, and Course Materials , you are granting us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide licence to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such contributions, in whole or in part, in any manner or in any medium, now known or developed in the future, for any purpose, and granting us the right to make it part of our current or future website, Course, and/or Course Materials. This right includes granting us use or exploitation of proprietary rights or intellectual property rights like copyright, trademark, service mark, trade secrets, patent rights or any other of your intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you.
- (b) You also grant us, and anyone authorized by us, the right to identify you as the author of any of copy, comments, posts, photos, images, videos or other contributions by name, email address, or screen name. You acknowledge that we have the right but not the obligation to use and display any contributions from you of any kind, and that we may elect to cease the use and display of any such contributions in our Course, and/or Course Materials in our sole discretion, at any time for any reason whatsoever.

Media Release

By participating in our Course, and Course Materials and using our Course Materials, including on social media, you consent to photographs, videos, audio recordings, transcripts, copy or written or printed text that may contain you, your voice and/or your likeness, any we reserve the right to use them in our sole discretion in our current or future Course, or Course Materials and/or our marketing or promotional efforts, without compensation to you at any time, now or at any time in the future.

No Solicitation of Clients

During the time when you are accessing our Course or and for a period of one year thereafter, you will not contact or solicit any designated clients of the McCance Method for the purpose of selling to the designated clients any Course, Course materials and which are the same as or substantially similar to, or in any way competitive with, the business consulting provided by the McCance Method at any point during the Period of this Agreement. For the purposes of this section, a “designated customer or client” means a person who was a customer or client of the McCance Method before, during or after the period during which you are accessing our Course or .

Community and Commenting Policy

We welcome constructive and positive feedback and use the feedback received to improve our client experience. It is our priority to create an experience for our clients to ensure that they remain clients for the life-span of their career. We value our clients and community for the deep participation that occurs within the comment section of our website, private Facebook groups, or the weekly virtual group consulting calls. Here are some tips to consider when commenting or discussing:

- **Read with your audience in mind:** Is your comment appropriate for the community?
- **Revise:** Can I make this calmer and clearer? Can I be more concise?
- **Support what you say:** Can I make negative feedback more constructive? Can I elaborate further on positive feedback? Can I provide sources that support my claim?
- **Review how you say it:** Does my comment encourage a healthy discussion or is it going to put others on the defensive?

To help you avoid the frustrations of comment removal or removal from the group consulting call, here are some reasons your comment may be removed:

- Not appropriate for the platform;
- Inappropriate language;
- Terms of Use violations;
- Excessive posting of the same comment or link;
- Aggressive solicitation of other members;
- Stereotyping, i.e sweeping generalizations of any group or individual based on race, gender, religion, sexual orientation, ability or age.

If you see something that you think may violate our guidelines, please help us by emailing: hello@mccancemethod.com. We will review these reports and work as quickly as possible to remove content that doesn't meet our guidelines.

Request from You for Permission to Use Content We Have Created and Shared with You

Any request for written permission to use our Course, or Course Materials in whole or in part, or any other intellectual property or property belonging to us should be made IN WRITING – BEFORE YOU WISH TO USE IT. To ask for our permission, please contact us at the email address provided on the last page of these Terms and Conditions.

We very clearly state that you may not use our Course, or Course Materials in whole or in part, in any way that is contrary to these Terms of Use, unless we have given you specific WRITTEN PERMISSION to do so, in email or any other written format we determine is appropriate.

If you are granted permission by us, you agree to use the SPECIFIC CONTENT that we allow and ONLY in the ways for which we have given you our written permission.

If you choose to use the content in ways that we do not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such content from us, and you consent to immediately stop using such content and to take whatever actions as we may request and by the methods and in the time frame that we say and prescribe to protect our intellectual property and ownership rights in our Course, and /or Course Materials.

Lifetime access to Course, and Course Materials

Upon completing payment for the Course, and Course Materials, you will have access to the Course and Course Materials for as long as they are a product or service we offer. Continued access to the weekly group business consulting and the private Facebook group after you have completed the Course is available for an additional fee.

Personal Responsibility and Assumption of Risk

You agree that you are using your own judgement in using our Course, and Course Materials , and you agree that you are doing so at your own risk. You agree and understand that you assume all risks and no results are guaranteed in any way related to our Course, and Course Materials . You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Course, and Course Materials .

DISCLAIMER

To the fullest extent permitted by applicable law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Course, and Course Materials , including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental distress, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, in law or in equity, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other Course, or Course Materials participant or user, including you.

Psychological Treatment/Coaching Disclaimer

You acknowledge that the Course, and Course Materials you will be receiving from us are strategic business techniques on how to build a business, market and network. **We are not acting as a Psychologist, psychotherapist, mental health counsellor, coach, therapist or a medical professional.**

You acknowledge that all comments and ideas offered by your consultant are solely for the purpose of aiding you in achieving the defined goals for your business structure. You have the ability to give your informed consent, and hereby give such consent to your consultant to assist you in achieving such goals and understand that **results are not guaranteed.**

You acknowledge that to the extent our work together involves personal development, career or business, the McCance Method is not promising outcomes included but not limited to career progression, profitability and/or business success.

Legal and Financial Disclaimer.

Our Course, and Course Materials are not to be perceived OR relied upon in any way as business, financial or legal advice. The information provided through our Course, and Course Materials is not intended to be a substitute for

professional advice that can be provided by your own accountant, lawyer, or financial advisor. We are not giving financial or legal advice in any way. **You are hereby advised to consult with your own accountant, lawyer, or financial advisor for any and all questions and concerns you have regarding your own income and taxes pertaining to your specific financial and/or legal situation.**

You agree that we are not responsible for your earnings, the success or failure of your business decisions, the increase or decrease of your finances or income level, any legalities such as, our templates and documents, or any other result of any kind that you may have as a result of information presented to you through our Course, and Course Materials. You are solely responsible for your results.

Earnings Disclaimer.

You acknowledge that we have not and do not make any representations as to the future income, expenses, sales volume or potential profitability or loss of any kind that may be derived as a result of your participation in this Course, or use of our Course Materials. We cannot and do not guarantee that you will attain a particular result, positive or negative, financial or otherwise, through the use of our Course, and Course Materials , and you accept and understand the results differ for each individual. We also expressly disclaim responsibility in any way for the choices, actions, results, use, misuse or non-use of the information provided or obtained through any of our Course, and Course Materials. You agree that your results are strictly your own and we are not liable or responsible in any way for your results.

Warranties Disclaimer.

We make no warranties as to our Course, and Course Materials. You agree that our Course, and Course Materials are provided “as is” and without warranties of any kind either express or implied. To the fullest extent permissible pursuant IN LAW AND IN EQUITY, we disclaim all warranties, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Course, and Course Materials will be functional, uninterrupted, correct, complete, appropriate, or error-free, that defects will be corrected, or that any part of the website content are free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of our Course, or Course Materials or Copy or on third-party websites in terms of their correctness, accuracy, timeliness, reliability, or otherwise.

Technology Disclaimer.

We try to ensure that the availability and delivery of our Course, and Course Materials is uninterrupted and error-free, including our content and communications through methods like our website, member forum, private Facebook groups, email communications, videos, one hour weekly Zoom calls, recorded Zoom calls, downloadable templates, lesson plans, modules, or any other materials provided by us to you. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although of course, we will try to limit the frequency and duration of suspension or restriction. To the fullest extent permitted by law, we will not be liable to you for damages or refunds, or for any other recourse, should our Course, and Course Materials become unavailable or access to them becomes slower incomplete due to any reason such as system backup procedures, Internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make our Course, and Course Materials inaccessible to you.

Informational purposes only Disclaimer

The information provided in or through our Course, and Course Materials is for educational and informational purposes only.

Force Majeure.

We shall not be liable for any loss, damage or delay in fulfilling our obligations pursuant to this Agreement caused by or resulting from conditions or causes beyond our reasonable control including but not limited to power outages, riots, fire, flood, explosion, governmental controls or regulations, epidemics or other public health emergencies, civil insurrections, acts of terrorism, civil or military authority, and inability to obtain necessary supplies and materials or perform our obligations due to such causes.

Links to Other Websites.

We may provide links and pointers to other websites or platforms maintained by third parties that may take you outside of our Course, and Course Materials . These links are provided for your convenience and the inclusion of any link in our Course, and Course Materials to any other website does not imply our endorsement, sponsorship, or approval of that website or of its owner. We assume no responsibility for errors or omissions caused by other websites that may be included in our Course, and Course Materials . We have no control over the contents or functionality at those websites and so we accept no responsibility for any loss, damage, or otherwise that may arise from your use of them and therefore we do not guarantee the accuracy, completeness, or usefulness of any other website or their content.

By purchasing and/or using our Course, and Course Materials in any way or for any reason, you also implicitly agree to our full disclaimer which is contained in these Terms of Use, and which may be found on our website.

Indemnification, Limitation of Liability and Release of Claims

Indemnification.

You agree at all times to defend, indemnify and hold us harmless, as well as any of our agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses on a solicitor client basis, arising out of or related to our Course, and Course Materials , or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Use or in any other agreement with us, to the full extent permitted by applicable law.

Limitation of Liability.

We will not be held responsible or liable in any way for the information, or materials that you request or receive through or on our Course, and Course Materials. Save and except for our wilful misconduct, we do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors or otherwise who is engaged in producing or rendering our Course, and Course Materials , or in any way. In the event that you use our Course, and Course Materials or any other information provided by us or affiliated with us, to the extent that is legally permissible under applicable law, we assume no responsibility.

Release of Claims.

In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Course, and Course Materials , and you hereby release us from any and all such claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties, to the fullest extent allowable by applicable law.

Your Conduct.

You are agreeing that you will not use our Course, and Course Materials in any way that causes or is likely to cause the Course, and Course Materials or access to them either to be interrupted, damaged, or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to us.

You must use the Course, and Course Materials for lawful purposes only.

Communication Guidelines

If you have a question or concern about your Course, and Course Materials or Copy, you may contact us by email at the email address provided on the last page of these Terms of Use and we will do our best to reply to your question or concern.

Purchases and Online Commerce

Authorization and Permission.

If paying by debit card, or credit card, you give us permission to automatically charge your credit card or debit card as payment for your Course, and Course Materials , without any additional authorization, for which you will receive an electronic receipt. Should you be provided with an invoice, you are required to manually pay it by the date due on the invoice, or your Course, and Course Materials will be put on hold and suspended until payment is made.

You agree to only purchase our Course, for yourself or for another person for whom you are legally permitted to do so or for whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf. You agree to use our Course, and Course Materials for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

Late Payments.

In the event that payment is not received by the date due, you will have a two (2) day grace period to make the payment. If you fail to make the payment within the grace period, we reserve the right to terminate your access to the Course, and Course Materials immediately and permanently.

If you fail to make payment in a timely manner in accordance with these Terms of Use, or if you voluntarily decide to withdraw from our Course, and Course Materials at any time or for any reason whatsoever, you still will remain fully responsible for the entire cost of the Course, and Course Materials .

We also reserve our right to seek payment from you for any delinquent payment that is not provided by or upon the date due by enlisting the help of a collection agency or legal counsel, and we may exercise our right to report your delinquent payment to all three credit reporting agencies, either directly or through the help of a collection agency.

Chargeback Threats, Reversal of Payment, Payment Cancellations, and Actual Chargebacks

Since we have a clear and explicit refund policy in these Terms of Use that you have agreed to prior to completing the purchase of any of our Course, and Course Materials , you agree that any type of chargeback threat, reversal of payment, payment cancellation, actual chargeback or claim from your credit card company, financial institution, or any other payment service will constitute a breach of these Terms of Use on your part.

In the event that a chargeback, reversal of payment, or payment cancellation is initiated by you or we receive a chargeback threat, we reserve the right to report the incident to all three credit reporting agencies, or any other entity for inclusion in any chargeback database or for listing as a delinquent account, which could have a negative impact on your credit report score. The information reported will include your name, email address, payment date, payment amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

Sharing Information with Payment Processing Company.

All information obtained during your purchase or transaction for our Course, and Course Materials , and all information that you give us is part of the transaction such as your name, address, method of payment, credit card number, and billing information, may be collected both by us and our payment processing company.

Payment processing companies and merchants may have privacy and data collection practices and policies that are different from ours, we have no responsibility or liability for these independent policies of the payment processing companies and merchants. In addition, when you make certain purchases through our Course, and Course Materials , you may be subject to the additional terms and conditions of the payment processing company, merchant, or us that specifically apply to your purchase. For more information regarding a merchant and any terms and conditions that may apply, visit that merchant's website or contact the merchant directly.

You release us, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them arising from your purchase or use of our Course, and Course Materials .

REFUND POLICY

Your satisfaction with your Course, and Course Materials is important to us. Yet, because of the extensive time, effort, preparation, and care that goes into creating and/or providing our Course, and Course Materials , **we have a no refund policy**. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Course, and Course Materials , and no refunds will be provided to you at any time. By using and/or purchasing any of our Course, and Course Materials , you understand and agree that **all sales are final upon signing the contract, and that our fee is fully payable at that time, and no refunds will be provided**.

Termination

You have the right to terminate your use of or participation in our Course, and Course Materials at any time by contacting us IN WRITING, including by e-mail.

We reserve the right in our sole discretion to refuse or terminate your access to our Course, and Course Material or Copy, in full or in part, at any time, without notice, by sending you an email to the email address you provided to us during registration or enrolment.

In the event of cancellation or termination by either of us, you will have 24 hours to pay any and all remaining payments or balances that are owed to us.

Upon termination by either of us, we reserve the right to immediately refuse or terminate your access to any aspect of our Course, and Course Material, including but not limited to our website, private forum, email communications, Facebook groups, Zoom calls, live webinars or conference calls, recordings of any such communications, or any other method of communications related to our Course, and Course Materials at any time without notice and in our sole discretion.

Dispute Resolution

This clause does not apply to residents of the Province of Quebec.

It is hoped that should we ever have any differences, we will be able to work them out amicably through email correspondence and telephone conference calls. However, should we be unable to seek resolution within a reasonable time as determined in our sole discretion, you agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator who practices in the province of Ontario, selected jointly by us. Before seeking arbitration, you must contact us in writing, and include all of your reasons for dissatisfaction with your Course, and Course Material. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your payment made to date. No other actions or financial awards of consequential damages, punitive or aggravated damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment in any court of competent jurisdiction in Ontario.

You also agree that should arbitration take place, it will be held in the City of Toronto in the Province of Ontario, Canada, as this is where our business is located, and you further agree that the winning party shall be entitled to all reasonable lawyer's fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, whether in public or in private including but not limited to on social media, either directly or indirectly, designed to disparage us, our company, or any of our Course or Course Materials Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as part of the legal process.

Changes to Our Terms and Conditions

We reserve the right to change these Terms and Conditions at any time by giving you advance notice of the changes by email or in writing. These changes will become effective 30 days after receipt of the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Your continued use of our Course, and Course Materials after any change to these Terms and Conditions and our notifying you will constitute your acceptance of such change. If you do not agree with the changes to these Terms and Conditions, you can choose to discontinue the use of our Course, and Course Materials.

Governing Law

These Terms of Use and all contracts and agreements between us shall be construed and interpreted according to the laws and regulations of the province of Ontario and of Canada as applicable.

Survival

These Terms of Use, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and our refund policy will survive the termination of our agreement by either you or by us.

ENTIRE AGREEMENT

These Terms of Use supersede all prior representations, arrangements, negotiations, understandings and agreements between you and us, both written and oral, relating to the Course, and Course Materials which you have purchased from us, and sets forth the entire complete and exclusive agreement and understanding between us. Further neither of us has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in these Terms of Use.

SEVERABILITY

If any provisions in the Agreement are construed by a court of competent jurisdiction to be void or unenforceable for any reason, it shall be deemed to be severed from the Agreement and shall not affect the validity or enforceability of all other provisions in the Agreement, which shall remain in full force.

TIME

Time shall be of the essence in all respects of the Agreement.

Contacting Us

Whenever a provision in these Terms of Use state that you are to contact us in writing, we ask that you send an email to hello@mccancemethod.com

If you have any questions about any provisions in these Terms of Use, please do not hesitate to contact us.