

Terms of Use

These Terms of Use state how you may use our Website, Courses and Resources.

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 Courses and Resources, 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 Courses and Resources.

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 any of our Courses and Resources.

“Company”, “we”, “us” or **“me”** means Jen Dumitrescu doing business as JD Consulting.

“Courses” may include any course, workshop or training including but not limited to an in-person workshop, online webinar, e-course, downloadable information product, e-book, or other service or 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. Courses may be delivered in ways including but not limited to in-person, phone, Zoom, Skype, webinars, Facebook Live Videos, teleseminars, videos, audios, books, e-books, products, social media, Facebook and Instagram Lives, chats or blog articles.

“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 Resources or any other information accessed or purchased through our Courses for your own business or commercial use or in any way that earns you money or that you trade for valuable consideration.

“Resources” means mean any video, audio, printed or written text or work including but not limited to drafts, online or printed documents, online articles or other materials created by us that are provided to you through our Courses or otherwise for your training, educational and informational purposes.

“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 Courses and Resources as amended from time to time by us in our sole discretion, without notice to you.

“Website” means the website which can be found at Jdconsult.ca and any affiliated or subsequent website.

How You May Use Our Courses and Resources

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

By purchasing or using any of our Website, Courses and Resources, 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 Courses and Resources, in any manner, constitutes and is evidence of your use of them, and your agreement to be bound by these Terms of Use.

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

Real Estate Agents

As real estate agents you understand and agree that you are independent providers who are neither our employees nor agents nor representatives. The Website's role is limited to enabling the Courses and Resources. While we hope the Courses are beneficial to you, you understand, agree and acknowledge that they do not replace any responsibilities or requirements related to your standing as a real estate agent. You remain responsible for maintaining your licence and professional liability insurance, complying with your regulatory/real estate board, following any brokerage rules or any other professional requirements.

Registration

Our Website may require registration, such as a request for more information including your name, address and phone number.

Intellectual Property Rights

Our Limited License to You.

Our Website, Courses and Resources are our property, and are protected by copyright, trademark, and other intellectual property laws. This means you can only use and access our Courses and Resources in the ways and to the extent we say you can, i.e., as described in greater detail in the following paragraphs.

The content in our Website, Courses and Resources 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 Courses and Resources 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 Courses and Resources through our Website, you will be considered our Licensee. To clarify, all content obtained through us is solely and completely our property, 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 Website, Courses or the Resources 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 Website, Courses and Resources with permission and restrictions. This means that when you use or purchase a Service from us, you are purchasing or granted the limited right to use the Courses and Resources with certain conditions as specified in these Terms of Use.

You are permitted to use our Website, Courses and Resources in the following manner:

You may download and/or print content in our Courses and Resources for your personal use. To clarify, you are not permitted to share, sell, reprint or republish any other of our content in the Courses or Resources including handouts, for resale or mass reproduction purposes for your own business or commercial use or in any way to make you money unless you ask us in writing if you may do so, and we have given you written permission to do so.

Any trademarks, taglines, and logos displayed on our Website are trademarks belonging to us. 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 Service or Resource 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 Courses and Resources 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, purchase or use any of our Courses and Resources 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 Courses and Resources or any parts of them.
- (b) You will not in any way use, copy, adapt or represent any of our Courses and Resources 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 Courses and Resources.
- (d) You will not duplicate, share, trade, sell, or otherwise distribute our Courses and Resources 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 our content for their own personal, business or commercial use. This means you cannot share or sell any part of our Courses and Resources 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 Courses and Resources.
- (e) You will not violate our intellectual property rights, including copyright and trademark rights by downloading, printing, or otherwise using our Courses and Resources for publication or compilation into your own Courses or Resources for your own personal, business or commercial use or in any way that earns you money.
- (f) You will not use our Courses and Resources in a manner that constitutes an infringement of our rights or that we have not first approved in writing.
- (g) You may not engage in Improper and/or Unauthorized Use of our Resources or any other information related to our Courses and Resources.

You understand and agree that doing, participating in directly or indirectly or engaging in the prohibited, Improper and/or Unauthorized Use of Courses and Resources as set forth in these Terms of Use is considered theft and stealing. You agree and understand that prohibited use, Improper and/or Unauthorized Use may give rise to a civil claim for damages and may be turned over to the police for investigation as a criminal offence.

Your Licence to Us.

By posting or submitting any material on or through our Website, Courses and Resources 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 Website, Courses and Resources, 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, Courses and/or Resources. 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 Courses, Courses and/or Resources in our sole discretion, at any time for any reason whatsoever.

Media Release

By participating in our Courses and using our Website and Resources, 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, and we reserve the right to use them in our sole discretion in our current or future Courses and Resources and/or our marketing or promotional efforts, without compensation to you at any time, now or at any time in the future.

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

Any request for written permission to use our Courses and Resources 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 Courses and Resources 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 Courses and Resources.

Community Guidelines

We value your participation in our Courses and for using our Resources. While we encourage active participation and interaction among users, participants and clients across our platforms, here are some tips to consider when commenting or engaging with others:

- **Read with your audience in mind:** Is your comment appropriate?
- **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, here are some reasons your comment may be removed:

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

If you see something that you think may violate our guidelines, please help us by emailing jen@jdconsult.ca.

We will review these reports and work as quickly as possible to remove content that doesn't meet our guidelines.

No Expectation of Privacy

We encourage our users to maintain confidentiality and to refrain from sharing any confidential or sensitive information on the Website. Please assume that any comment you post on when using our Courses and Resources is being posted publicly and can become part of public record. We provide no expectation of privacy with respect to your posts or comments. You understand and agree that any information you share publicly can be shared outside of our Courses and Resources.

Personal Responsibility and Assumption of Risk

You agree that you are using your own judgement in using our Website, Courses and Resources, 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 Courses and Resources. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Courses and Resources.

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 Courses and Resources, 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 participant or user, including you.

Legal and Financial Disclaimer.

Our Courses and Resources are not to be perceived OR relied upon in any way as business, financial or legal advice. The information provided through our Courses and Resources 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, or any other result of any kind that you may have as a result of information presented to you through our Courses and Resources. 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 the Courses or use of our Resources. We cannot and do not guarantee that you will attain a particular result, positive or negative, financial or otherwise, through the use of our Courses and Resources, 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 Courses and Resources. 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 Courses and Resources. You agree that our Courses and Resources 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 Courses and Resources 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, program, product or Resources or on third-party websites in terms of their correctness, accuracy, timeliness, reliability, or otherwise.

Testimonial Disclaimer.

From time to time, we may present real world experiences, testimonials and insights about other people's experiences with our Courses and Resources for the purposes of illustration only. The testimonials, examples and photos used are of actual users, clients and results they personally achieved, or they are comments from individuals who can speak to the quality of our Courses and Resources. They are not intended to represent or guarantee that current or future clients will achieve the same or similar results; rather, these testimonials represent what is possible for illustrative purposes only.

The testimonials on this website are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the website verbatim as given by the clients, except for the correction of grammar or typing errors. Some testimonials may have been shortened where the full testimonial contained information not relevant to the general public.

Technology Disclaimer.

We try to ensure that the availability and delivery of our Courses and Resources is uninterrupted and error-free, including our content and communications through methods like our website, member forum, , email communications, videos, audio recordings, Zoom calls, recorded Zoom calls, webinars, recorded webinars, workshops, downloadable MP3 audio files, downloadable PDF printed transcripts, downloadable PDF handouts/slides, handouts, e-books, 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 Courses and Resources 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 Courses and Resources inaccessible to you.

Third Party Platforms.

We may provide the Courses or Resources to you through third-party websites, operating systems, platforms, and portals, including social networking sites (collectively, "Third Party Platforms"). Additional terms and conditions may apply to you with respect to your use of Third Party Platforms, which are not under our control. We do not assume any responsibility or liability for your access to or use of such Third Party Platforms.

Errors and Omissions.

We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information in our Courses and Resources. Every effort has been made to present you with the most accurate, up-to-date information, but we cannot be held responsible or accountable for the accuracy of our content. You acknowledge that such information may contain inaccuracies or errors and we are not liable for any such inaccuracies or errors to the fullest extent permitted by law.

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 maintained by third parties that may take you outside of our Courses and Resources. These links are provided for your convenience and the inclusion of any link in our Courses and Resources 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 Courses and Resources. We have no control over the contents or functionality of 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.

Affiliates; No Endorsement

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with ours. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. We are highly selective and only promote the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment

to determine that any such program, product or service is appropriate for you. To the extent permitted by the law, you agree that you are assuming all risks, and you agree that we may not be liable in any way for any program, product or service that we may promote, market, share or sell on or through 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 Courses and Resources, including (without limitation) any act, omission, opinion, response, advice, suggestion, information and/or service of any therapist and/or any other content or information accessible through the Website 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 Courses and Resources. 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 Courses and Resources or in any way. In the event that you use our Courses and Resources 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 Courses and Resources 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 Website, Courses and Resources in any way that causes or is likely to cause the Website, Courses and Resources 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 Website, Courses and Resources for lawful purposes only. You agree that when using the Website or any of our Courses and Resources you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files.

Communication Guidelines.

If you have a question or concern about your Courses and Resources, 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.

Enrollment and Purchases.

If you wish to enroll in or purchase any of our Courses and Resources made available through the Website, you may be asked to supply certain information including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information.

Authorization and Permission.

If paying by PayPal, debit card, or credit card, you give us permission to automatically charge your credit card or debit card as payment for the Courses, 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 the Courses and Resources will be put on hold and suspended until payment is made.

You agree to only purchase our Courses 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 Courses for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

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 Courses and Resources, you agree that any type of chargeback threat, reversal of payment, payment cancellation, actual chargeback or claim from your credit card company, PayPal, 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 Courses 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 Website, 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 Courses and Resources.

REFUND POLICY

Your satisfaction with our Courses is important to us. Yet, because of the extensive time, effort, preparation, and care that goes into creating and/or providing our Courses, **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 Courses and no refunds will be provided to you at any time. By using and/or purchasing any of our Courses, 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.**

CONFIDENTIALITY AND PRIVACY

Our Privacy Policy forms part of these Terms of Use and may be found [here](#) (hyperlink to Privacy Policy)

Termination

You have the right to terminate your participation in our Courses 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 Website, Courses and Resources, 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 Website, Courses and/or our Resources, including but not limited to our website, email communications, Facebook groups, Zoom calls, live webinars, workshops or conference calls, recordings of any such communications, or any other method of communications related to our Website, Courses and Resources at any time without notice and in our sole discretion.

Dispute Resolution

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 Courses and Resources. 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.

Non-Disparagement

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 Courses and Resources. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as part of the legal process.

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 Canada.

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 Website, Courses or Resources 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

If you have any questions about any provisions in these Terms of Use, please contact 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 jen@jdconsult.ca.

You understand and agree that you may not copy, reproduce, distribute, publish, display, perform, modify, create derivative works, transmit, or in any way exploit any of our Courses or Resources, nor may you distribute any part of our Courses or Resources over any network, including a local area network, sell or offer it for sale, or use such content to construct any kind of database.

You understand and agree that you may not alter or remove any copyright or other notice from copies of our Courses and Resources. Copying or storing any content except as provided in our Terms of Use is expressly prohibited without our prior written permission.