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Program

Company provides the The Eunoia Collective (herein referred to as the “Program”). Purchaser agrees to abide by all policies and procedures as outlined in this agreement as a condition of their purchase.

The Program includes access to a monthly membership site with new content released monthly and a private community as part of The Eunoia Collective.

Program Structure

This Program is an ongoing monthly membership with a minimum 12-month commitment, by Carly Crewe of Eunoia Medical Corporation.

Client’s enrollment inside of Program includes:

- New mental health video course released every 30 days for 12 months
- Access to private membership community within Mighty Networks App

- Monthly live video hot seat coaching call within the group, with an opportunity to be coached 1:1 by Carly for 20-30 minutes (by application)
- Monthly live connection call
- Member-only challenges and workshops
- Automatic monthly or annual renewal, after the first 12 months, unless canceled by member

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sending you an e-mail to the e-mail address you provided upon purchase of the Program, Product or Service.

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 Programs, Products, Services and/or our Program Materials, including but not limited to our Website, private forum, e-mail communications, Facebook groups, live webinars or conference calls, or any other method of communications related to our Programs, Products, Services or Program Materials at any time without notice and in our sole discretion.

All of the terms of this 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 still apply now and in the future, even after termination by you or us.

DISPUTE RESOLUTION

It is hoped that should we ever have any differences, we could be able to work them out amiably through e-mail correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the Canadian Arbitration Association. Prior to seeking arbitration, you must send an e-mail to me at admin@eunoiamedical.ca, and include all of your reasons for dissatisfaction with your Program. 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, 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 into any court having the appropriate jurisdiction.

By purchasing our Programs, Products or Services you are agreeing to a modification of the statute of limitations such that any arbitration must be initiated within one (1) year of the date of the date of your e-mail to me referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action. You also agree that should arbitration take place, it will be held in Calgary, Alberta, Canada, where my business is located, and the prevailing party shall be entitled to all reasonable attorneys' 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, public or private, designed to disparage us, our Company, or any of our Programs, Products, or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

If any terms of these Terms of Use are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term, which shall be given full force and effect.

CONFIDENTIALITY AND PRIVACY

Confidential Information. To use our Programs, Products, Services, or Program Materials, we may seek personal data or information including your name, e-mail address, phone number, street address, billing information, birthday, preferences, interests, assignments, or other personally-identifying information (“Confidential Information”), or you may offer or provide a comment, photo, image, video or any other submission to us when using or participating in our Programs, Products, Services, or Program Materials (“Other Information”). By providing such Confidential Information or Other Information to us, you grant us permission to use and store such information. We, in turn, will use our best efforts to keep your Confidential Information safe, secure and confidential in accordance with these Terms of Use and our full Privacy Policy, which may be found on our Website. If you believe that any of your Confidential Information is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any Confidential Information found to be incorrect.

What We Do With Confidential Information. We request and require various personal data and/or Confidential Information to understand your needs and provide you with better services. In addition, we may use such data and Confidential Information for the following reasons: (1) for internal record keeping, (2) to improve our Programs, Products, Services, or Program Materials, (3) to periodically send promotions about new Programs, Products, or Services or other special offers from which you may unsubscribe at any time, (4) for aggregate, non-identifiable data for research purposes, (5) to customize the respective Programs, Products, or Services you purchase or use according to your interests and/or (6) for support or communication related to your Program, Product, Service, or Program Materials.

Storage. All data and Confidential Information is stored through a data management system. This data and Confidential Information can only be accessed by those members of my team who help manage that information in order to deliver e-mail or otherwise contact those who would like to receive correspondence from my company. You agree and acknowledge that we, including but not limited to my team, staff, and affiliates, and those who manage the data management system may have access to your Confidential Information.

Confidentiality and Disclosure. All Confidential Information will be held in confidentiality and will not be disclosed to third parties, except that we may disclose Confidential Information and personally identifiable information: (1) pursuant to this terms of these Terms of Use and Privacy Policy and our Disclaimer, (2) if we are required to do so by law, (3) in the good-faith belief that such action is necessary to conform to the law, (4) to comply with any legal process served on either us or our partners, sponsors, investors, or affiliates, (5) to protect and defend our rights or property or those of our users or purchasers, and/or (6) to act as immediately necessary in order to protect the personal safety of our users, purchasers, or the public.

We will not sell, distribute or lease your Confidential Information to third parties unless we have your permission or are required by law to do so.

Viewing by Others. Note that whenever you make your Confidential Information or Other Information available for viewing by others such as through our Programs, Products, Services, Program Materials, our Website, or social media, the Confidential Information or Other Information that you share also can be seen, collected, and used others, and therefore, we cannot be responsible for any unauthorized use by others of such Confidential Information or Other Information that you voluntarily share online or in any other manner.

How We Use Cookies. We may use the standard “cookies” feature of major web browsers. We do not set any Confidential Information in cookies, nor do we employ any data-capture mechanisms on our Website other than cookies. You may choose to disable cookies through your own web browser’s settings. However, disabling this function may diminish your experience on the Website and some features of our Programs, Products, Services, or Program Materials may not work as intended. We have no access to or control over any information collected by other individuals, companies or entities whose website or materials may be linked to our Programs, Products, Services, or Program Materials.

Passwords. To use certain features of our Programs, Products, Services, or Program Materials, you may be issued a group username and password or a unique individual username and password, which you will receive through the registration and/or purchase process. You may be able to change to username and/or password to something you choose. You are responsible for maintaining the confidentiality of the username, password, and account, and are responsible for all activities (whether by you or by others) that occur under your username, password, or account. You are not permitted to share your username and/or password with anyone. If we learn you have shared your username and/or password with another person, we reserve the right to immediately terminate your access to the Program, Product, Service, Program Materials, Website, private forum, Facebook group, or any other related communication. It is your responsibility to protect your own password from disclosure to others.

We cannot and will not be liable for any loss or damage arising from your failure to protect your username, password, or account information. You are responsible for activities that take place using your username, password(s), and within your account. If you share your username or password(s) with anyone, they may be able to obtain access to your personal information at your own risk. You agree to notify us immediately of any unauthorized use of your username, password and/or account, or any other breach of security, and to ensure that you exit from your account at the end of each session. By using our Programs, Products, and Services, you agree to enter true and accurate information as part of the registration, purchase process and otherwise. If you enter a false email address, we have the right to immediately inactivate your account. We will use our best efforts to keep your username and password(s) private and will not otherwise share your username and password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact, or bring legal action against someone who may be causing injury to others or interfering with our rights or property.

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