

## E.T.A. CONSULTING LP (E.T.A.) Terms of Service for Training Products and Services Provided by E.T.A.

Last updated: 11 February 2021

Please read these Terms of Service (these "**Terms of Service**") **carefully** before consuming training products and services provided by E.T.A. Consulting LP. These Terms of Service are a binding contract between E.T.A. Consulting LP (hereinafter referred to as "E.T.A.") and the Customer (defined below) and govern the use of the training by the Customer by E.T.A. These Terms of Service exempt E.T.A. and other persons from liability or limit their liability, specify jurisdiction for dispute resolution, and contain other important provisions.

If you are a Customer, then consuming the training of E.T.A., you agree to be bound by these Terms of Service. If you are an authorized representative of the Customer, then consuming the training of E.T.A. on behalf of the Customer, you confirm the Customer's acceptance to be bound by these Terms of Service and declare and warrant that you have the legal authority to accept these Terms of Service on behalf of the Customer.

If the Customer does not agree to these Terms of Service, neither the Customer nor any person on behalf of the Customer may use E.T.A.'s training.

### A) Introduction

**1.Application:** These Terms of Service are a binding agreement between E.T.A. and the Customer (collectively the "Parties" and each a "Party") and govern the Customer's consumption of the training by E.T.A. and related matters. These Terms of Service apply regardless of method (e.g. **website** or mobile app or webinar) used by the Customer to consume E.T.A. training and regardless of whether or not the Customer pays a commission for the consumption of training from E.T.A. or requests an Account or requests to be part of the E.T.A. Network.

**2.Definitions:** In these Terms of Service, the following capitalized terms have the following meanings, and other capitalized terms have the meanings set forth elsewhere in these Terms of Service:

**I. "Account"** means a valid and existing account for the use of the training by E.T.A.

**II. "I accept"** means the contract finalized through the online Application between E.T.A and each Customer and Affiliate; the agreement includes the E.T.A. Training Terms of Service, E.T.A. Policies and Procedures, and the E.T.A. Compensation Plan.

**III. "Authorized User"** means an individual (natural person) who is authorized by the Customer to consume E.T.A. training on behalf of the Customer, provided that if the Customer is an individual, any reference to "Authorized User" includes the Customer.

**IV. "Compensation Plan"** Guidelines and reference literature to describe how E.T.A. can generate commissions and bonuses

**V. "Customer"** means the person (including an entity) who consumes E.T.A. training or an individual (i.e. an Authorized User) to consume E.S. training. T.A. on behalf of the Customer.

**VI. "Data Interface"** means an application programming interface or other type of technology interface designed to be used to consume training from E.T.A.

**VII. "Digital Content"** means the data produced and delivered in digital form.

**VIII. "Network"** means an independent individual who does not work for E.T.A. as an employee or agent and who refers new potential Customers to E.T.A and becomes a Network Affiliate.

**IX. "Order Form"** means a paper or electronic document specifying the details of a Subscription purchased by the Customer under these Terms of Service and is issued or made available to the Customer by E.T.A. or E.T.A.'s authorized channel partner or signed by either the Customer or E.T.A. or E.T.A.'s authorized channel partner.

**X. "Representatives"** means directors, officers, partners, employees, contract workers, agents and other staff and representatives. Customer Representatives are deemed to include all Authorized Users.

**XI. "Subscription"** means the valid and existing subscription of the Customer for the use of the training by E.T.A.

**XII. "Trademarks"** means all trademarks owned by E.T.A. (including "GTO INTERNATIONAL GROUP" and "E.T.A. Consulting LP").

**XIII. "Site Web"** indicates il sito web E.T.A. [www.etaconsulting.agency](http://www.etaconsulting.agency)

**3.Changes to these Terms of Service:** E.T.A. may modify these Terms of Service at any time and without prior notice to the Customer by posting the modified Terms of Service on the E.T.A. training website at [www.etaconsulting.agency](http://www.etaconsulting.agency). The amended Terms of Service will become effective immediately upon posting on the E.T.A. Training Website, unless the amended Terms of Service expressly state otherwise. Customer is solely responsible for checking the "Last Updated" date at the top of these Terms of Service and reviewing any changes from the previous version. By consuming the formation of E.T.A. after these Terms of Service have been modified by E.T.A., the Customer indicates the Customer's acceptance of the modified Terms of Service. The Customer may not change, supplement or amend these Terms of Service in any way.

**4. Changes to E.T.A. Training:** E.T.A. at its discretion may change the functionality or content of E.T.A. training from time to time without any notice or liability to the Customer or any other person.

## B) Allowed/Prohibited Users

**1.Age/Capacity:** An individual may not consume E.T.A. training or be a member of the Network unless the individual is of legal age (the age of majority) in the jurisdiction in which the individual is located (who in most jurisdictions is 18 or 19 years of age) and is able to form a binding contract under applicable law. A legal entity may not consume training from E.T.A. unless the entity has all the powers, capacity, authority and approvals necessary for the entity to legally accept these Terms of Service and legally comply with the entity's obligations and legally exercise the entity's rights under these Terms of Service.

**2.Prohibitions:** Unless E.T.A. expressly agrees otherwise in writing, a person (including an individual or entity) may not consume E.T.A. training if the person is prohibited by applicable law from consuming training from E.T.A. or if E.T.A. has previously prohibited the person from consuming training from E.T.A., has closed an Account previously held by the person or has refused to activate an Account for the person, or terminated any other agreement between the person and E.T.A. Each person who wishes to consume E.T.A. training is solely responsible for determining whether their E.T.A. training consumption is lawful and complies with these Terms of Service.

**3.Customer Representations/Warranties:** By consuming training from E.T.A. or requesting an Account, Customer represents and warrants that: Customer is fit to consume E.T.A. training as set forth in section B.1 and it is not prohibited to consume training from E.T.A. as set forth in section B.2; and Customer's acceptance of these Terms of Service and performance of Customer's obligations and exercise of Customer's rights under these Terms of Service and exercise of Customer's rights under these Terms of Service shall not conflict with, or result in the breach of, any express or implied (contractual or other) obligation or obligation now or in the future owed by the Customer to any other person.

**4.Verification of Customer Information/Documents:** By consuming E.T.A. training or requesting an account, Customer consents to E.T.A. making reasonable requests and investigations (including requests with credit reporting agencies, public databases, and government agencies) that E.T.A. deems appropriate to verify the information and documentation provided by or on behalf of the Client. At the request of E.T.A. at any time, the Customer will provide E.T.A. with the information and documentation reasonably requested from E.T.A. to verify the information or documentation provided by or on behalf of the Customer.

**5. Booking:** Notwithstanding any other provision of these Terms of Service, E.T.A. reserves the right, at its discretion and for its sole convenience, to refuse any person to consume training from E.T.A. or to revoke any permission previously granted to consume training from E.T.A..

## C)Accounts, Credentials and Authorized Users

### 1. Account

**I.General:** The Customer may be required to have an Account to access certain aspects or features of training by E.T.A.. Customer may have only one (1) Account. Subject to these Terms, the Customer may request an Account using the processes made available for this purpose by E.T.A.. E.T.A. at its discretion may accept or reject the Customer's request for an Account. The aspects or functionalities of the training from E.T.A. available to the Customer may vary depending on the nature of the Customer's Account. The Customer's Account is personal to the Customer and cannot be shared or used by any other person. The Client is fully responsible for any use and misuse of the Client's Account (including all transactions using the Client's Account) and for all consequent losses, damages and liabilities. The Customer will not allow any person (other than Authorized Users) to use the Customer's Account. The Customer will immediately notify E.T.A. if there has been an unauthorized use of the Customer's Account.

**II.Suspension/Deactivation of the Account:** the Customer for his sole convenience may notify E.T.A. at any time by requesting that E.T.A. temporarily suspend or permanently deactivate the Customer's Account. E.T.A. for its sole convenience may temporarily suspend the Customer's Account at any time with immediate effect without notice to the Customer or any other person. E.T.A. may permanently deactivate the Customer's Account if the Account has not been used for more than ninety (90) days. If the Customer's Account is permanently suspended or deactivated by E.T.A. for any reason (other than the fact that the Account has not been unused), the Customer may not create another Account without the prior written consent of E.T.A.

### 2. Credentials

**I.General:** Access to and use of the Customer's Account will require the use of valid and existing unique identifiers registered with E.T.A. (collectively "**Credentials**"). The credentials are specific to the Customer and cannot be shared or transferred to any other person. The Customer shall, and will ensure that each Authorized User, will keep the Credentials secure and confidential at all times, will not allow any person (other than authorized Users) to use the Credentials and will immediately inform E.T.A. if the Customer or the Authorized User knows or suspects that the Credentials have become known or used by any other person. The Customer is fully responsible and responsible for the security of all Credentials and any use and misuse of the Credentials. E.T.A. at its discretion may require the Customer to modify the Credentials from time to time.

### 3. Authorized users

**I.General:** the Customer will access and use the E.T.A. training only through one or more Authorized Users. The Customer is fully responsible for all acts, omissions and responsibilities by or on behalf of each Authorized User and for the consumption of training by each Authorized User by E.T.A.. The Customer will ensure that each Authorized User accesses and uses E.T.A. training only on behalf of the Customer and strictly in accordance with the restrictions and requirements established or referred to in these Terms of Service.

**II.Restrictions/Requirements:** To be an Authorized User, an individual must be of legal age (the age of majority) in the jurisdiction in which the individual is located (who in most jurisdictions is 18 or 19 years of age) and is able to enter into a binding contract under applicable law. Unless E.T.A. expressly agrees otherwise in writing, an individual may not be an Authorized User if E.T.A. has previously prohibited the individual from consuming training from

E.T.A.. E.T.A. reserves the right, at its discretion, to refuse to allow any individual to be an Authorized User and to limit, suspend or terminate (in whole or in part) the permission of any Authorized User to consume training from E.T.A. at any time and without any notice to the Customer or the Authorized User. By authorizing an individual to be an Authorized User, Customer represents and warrants that the individual is eligible to be an Authorized User as set forth in this section C.3.

#### **4. Instructions/Authoritativeness**

**I.General:** E.T.A. may accept and act on any information or instruction provided through the Customer's Account or provided by an Authorized User using the Credentials. E.T.A. has no obligation to verify the actual identity or authority of any person accessing or using the Customer's Account or Credentials, but E.T.A. at its discretion may do so and may deny access to the Customer's Account or refuse to accept or act on any information or instruction if E.T.A. is not satisfied with the verification.

### **D) Subscriptions**

**1.Details:** The Customer may order a Subscription using the ordering process made available on the Website for this purpose by E.T.A through the Online Application. The details of each Subscription will be selected by the Customer during the order period and indicated in an Order Form.

**2.Subscription Term:** Unless the Order Form expressly states otherwise, a Subscription is limited in time and will exist until the expiration of the indicated time limit of the Subscription or the termination of the Subscription in accordance with these Terms of Service.

### **E) Network and Affiliate**

**1.Details:** A Customer becomes an Independent Affiliate ("Independent Sales Representative") of E.T.A. when the Application and the Contract completed by the Customer have been received and accepted by E.T.A., via the Internet or by post, at its Headquarters. E.T.A. reserves the right to refuse any Agreement for any reason, in its sole discretion. The Independent Affiliate does its best to promote and sell E.T.A.'s consumer products and services under the Agreement contained in these Policies and Procedures and Terms and Conditions. In doing so, the Independent Affiliate will maintain the high standards of honesty, integrity and business ethics when it comes to Consumers, E.T.A. or other Independent Affiliates. Independent Affiliates must be of legal age in the state/province/country of residence. A person or entity may not apply as an Independent Affiliate using a fictitious or implied name.

**2.Rights and Obligations:** Independent Affiliates are authorized to sell E.T.A. products and services using the E.T.A. website and to participate in the Affiliate Compensation Plan. **Independent** Affiliates may sponsor new Independent Affiliates.

**3.Marketing:** Independent Affiliates are prohibited from using any written or online material that has not received the prior consent, approval and written authorization of E.T.A. Independent Affiliates may not make cold calls or transmit unsolicited faxes, mass email distributions, unsolicited emails, emails or spam messages, or any other communication material related to E.T.A.'s products and services. Independent Affiliates may not exaggerate representations of income by relating or incorporating it with other income and suggesting that it is the result of purchasing E.T.A. training products and services.

**4.Remuneration and commissions:** an Independent Affiliate may earn a commission if such new Client referred by him purchases products and services directly from the E.T.A. website. Members will not earn any commission or other remuneration for any private sale and purchase of products and services between or between Independent Affiliates or other individuals. It should be noted that no commission or other compensation is charged to the E.T.A. if the purchase is not finalized on the E.T.A. website through the online Application.

**5. Independent Affiliate Status:** Independent Affiliates are independent contractors responsible for determining their activities without direction or control by E.T.A. They are not franchisees, joint ventures, partners, employees or agents of E.T.A. and it is not prohibited to state or imply, orally or in writing, otherwise. Independent Affiliates do not have the authority to bind E.T.A. to any obligation. E.T.A. is not responsible for the payment or co-payment of any employee benefits. Independent Affiliates are responsible for the worker's liability, health disability and compensation insurance. Independent Affiliates set their own schedules and determine how to conduct business, subject to the E.T.A. Agreement, Policies and Procedures, and Terms and Conditions.

**6.Taxation:** As independent contractors, independent affiliates will not be treated as affiliates, owners, employees or agents of E.T.A. for federal or state tax purposes including, with respect to the Internal Revenue Code, social security law, federal unemployment act, state unemployment laws or any other federal statute, ordinance, rule or regulation, state or local. At the end of each calendar year, E.T.A. will send each Independent Affiliate any applicable documentation for the remuneration of non-employees as an Independent Affiliate.

**7.Legal Compliance:** Independent affiliates must comply with all federal, state, and local statutes, regulations, and ordinances regarding the operation of their business. Independent Affiliates are responsible for their own managerial decisions and expenses, including all taxes on estimated income and self-employment.

**8.No exclusive territory:** No franchise is granted and there are no exclusive territories for sales or sponsorship purposes. There are no geographical restrictions on the sponsorship or sale of E.T.A. products and services. ; however, E.T.A. reserves the right not to sell products or services or contract with Independent Affiliates in specified states/provinces.

**9.Resignation:** The Independent Affiliate may voluntarily terminate its status as an Independent Affiliate by sending E.T.A. thirty (30) day written notice of such resignation or termination. Voluntary resignation is effective upon receipt of such notification by E.T.A.

#### **F) Other issues**

- 1.Accurate Information:** Customer will ensure that all information (including Customer's name, email address and other contact details, and Customer's payment information) provided by or on behalf of Customer or an Authorized User to E.T.A. (including information in Customer's application for an Account and information in Customer's Account) is true, accurate, current and complete and the Customer will update such information from time to time so that it remains true, accurate, current and complete. E.T.A. will rely on the information provided by or on behalf of the Customer or an Authorized User. The Customer is and will remain fully responsible for all losses, damages and liabilities (including additional costs) that the Customer, E.T.A. or any other person may incur as a result of the submission by or on behalf of the Customer or an Authorized User of any false, incorrect or incomplete information or the failure to promptly update the Customer's information if it occurs.
- 2. Legal compliance:** the Customer shall at all times comply with all laws (including laws on money laundering, terrorist financing and protection of personal data/information) applicable to the consumption of training by the Customer by E.T.A..
- 3.Technical Requirements:** The Customer is solely responsible for obtaining, provisioning, configuring, maintaining, paying for and protecting against loss and damage, all compatible equipment (including servers, personal computers and mobile computing devices), software (including compatible browser software) and services (including Internet access) necessary for the consumption of training by E.T.A. (including the transmission of data to and from E.T.A. and related E.T. T.A. Systems) by or on behalf of Customers and Authorized Users.
- 4. Subcontractors/Service Providers:** E.T.A. at its discretion may engage subcontractors and service providers (including infrastructure providers or data center services) to assist E.T.A. in providing training and performing E.T.A.' obligations under these Terms of Service, provided that E.T.A. remains responsible and responsible for providing training and performing all E.T.A. obligations.ai these Terms of Service. service.
- 5.Notifications:** The Customer will promptly notify E.T.A. if the Customer or any Authorized User: is aware or suspects any unauthorized access or consumption of training by E.T.A. or any E.T.A. System; or becomes aware of any claim, claim or accusation by any person arising out of, connected or related to to the consumption of training by E.T.A. by or on behalf of the Customer, and at the request of E.T.A. the Customer will cooperate and assist E.T.A. to investigate and respond to the complaint, complaint or accusation (as the case may be).

#### **G) Commissions, payment, earnings and gifts**

- 1.Fees:** The Customer will pay E.T.A. the applicable fees and charges for the Customer's consumption of the training by E.T.A., including the rate for each Subscription purchased by the Customer as indicated or indicated in the applicable Order Form on the website (collectively "**Fees**"). For added certainty, Fees for a Subscription may include recurring payments (such as top-up payments) due on a periodic basis or when a specific event occurs, as set forth or referenced in the applicable Order Form. Fees (including top-up amounts) are payable in advance and are refundable as set out in section K.7. E.T.A. at its discretion may modify the Fees from time to time, provided that a modification of the Fees is not retroactive. By consuming the training by E.T.A. after the Rates have been modified by E.T.A., the Customer indicates the acceptance by the Customer of the modified Rates.
- 2.Taxes:** Taxes are exclusive of all sales, use, value added, property, excise duties, imports, foreign taxes, withholding taxes or other applicable government taxes, duties, charges, levies, taxes, excise duties, tariffs and valuations of any nature now or in the future imposed by any governmental authority in Canada or any other jurisdiction, including any interest, additions to taxes or penalties applicable to them (collectively "**Taxes**"). The Client is solely responsible and liable for, and will pay and remit promptly, all Taxes (other than corporate income taxes due by E.T.A.) associated, based on or due as a result of all amounts due by the Client to E.T.A.. Without limiting the generality of the foregoing in this section G.2, the Customer will pay E.T.A. all Taxes that E.T.A. is required by law to collect from the Customer or to pay for or on behalf of the Customer to the applicable tax authorities.
- 3. Invoices/Payments:** If the Client chooses to pay Fees and Taxes by credit card, cryptocurrency or other payment method acceptable to E.T.A., E.T.A. will charge Fees and Taxes to the credit card, cryptocurrency account or payment method on the date on which the Fees and Taxes are due and payable, and E.T.A. will simultaneously provide (including by e-mail) or make available (through the Customer's Account) to the Customer an applicable invoice or payment confirmation. In all other circumstances, E.T.A. will issue the Customer with an invoice for Fees and Taxes (if taxes are required by applicable law), the invoice of which is payable upon receipt. Payment obligations are not voidable and advance payments are refundable as set forth in these Terms of Service and section K.7. Any amount due and due by the Customer to E.T.A. will be considered unpaid by the Client unless and until the immediately liquidated funds have been unconditionally deposited into E.T.A.'s designated bank account without being exempt from all restrictions, with the exception of restrictions imposed by E.T.A.'s bank for reasons unrelated to the Customer's or Customer's payment method. All applicable Fees and Taxes are payable in Euros, CAD or U.S. currency, unless the applicable Order Form expressly states otherwise. The Customer is solely responsible for all fees and charges (including currency exchange fees and service fees) charged by the Customer's payment service provider. Overdue payments are subject to compound interest at a rate of 1% for each month (12% per annum) or fraction of it that the payment has expired, or the highest rate allowed by applicable law, whichever is lower. Except to the extent required by applicable law, all amounts due to E.T.A.ai these Terms of Service are payable in full without any deduction or withholding.
- 4. Earnings:** We provide absolutely no guarantee that Customers or Independent Affiliates will earn money or achieve a financial goal using the methods, information, products and suggestions in the training provided. Any example or demonstration provided is in no way a guarantee or promise that an individual will make financial gains of any kind. The earning potential totally depends on the person using our website, services, methods and ideas. This website does not provide or recommend a "get-rich scheme", a "money-making scheme" or a "pyramid scheme".

**5. Gifts:** E.T.A. may, at any time and for the exclusive convenience of E.T.A., reserve the right to include or add and distribute in its products and services various promotions and gifts for its Customers and Independent Affiliates. E.T.A. at its discretion may change the Gifts from time to time, provided that a modification of the Gifts is not retroactive. Gifts are considered as an additional free product or service offered to Customers and Independent Affiliates, at no additional cost. Gifts may include a sample title; discounts on the next purchase of E.T.A.'s products and services; additional training material; 1 to 1 coaching session; cryptocurrency or security token transferred to the Client's electronic wallet. The Customer has the right to refuse these Gifts by sending to E.T.A., starting from the day on which the Customer received the Gift, from a written notice of four (14) days, starting from the day on which the Customer received the Gift. Voluntary resignation takes effect upon receipt of such communication by E.T.A.

## H) Ownership / Proprietary Rights

**1.E.T.A. Formation:** Except for the limited licenses expressly set forth in these Terms of Service: Between the Parties, E.T.A. shall at all times be solely owned and hold all right, title and interest (including all intellectual property rights) worldwide in, to and associated with the formation of E.T.A.; and neither the Customer nor any other person shall acquire any rights, title or interest in, or associated with the formation of E.T.A., any E.T.A. System or any Third Party Data.

**2.Feedback:** If Customer or any of its Representatives provide e.t.a. or any of E.T.A.'s Representatives with any feedback (including ideas or suggestions for improvements or improvements) about E.T.A.'s training, then E.T.A. and its licensors and their respective successors, assigns and licensors may use and market the feedback without providing any compensation to Customer or any other person, and E.T.A. and its licensors and suppliers and their respective successors, assigns and licensors shall at all times be solely the owners and retain all right, title and interest (including all intellectual property rights) worldwide in, for and associated with all works created, improved or improved using or based on feedback. For greater certainty, customer and Authorized Users will not include in any feedback any confidential or proprietary information of customer or any other person.

**3. E.T.A. Systems:** All E.T.A. Systems and related intellectual property rights are protected worldwide by international laws and treaties and may be subject to copyright, patent or pending patents. Notwithstanding any other provision of these Terms of Service, and for greater certainty, in no event shall E.T.A. be obligated to provide, nor shall Customer or any other person have the right to receive, obtain, access or use, directly or indirectly, a copy of any software or other technology that is part of any E.T.A. System or is otherwise used by or on behalf of E.T.A. to provide E.T.A. training.

**4. Trademarks:** GTO INTERNATIONAL GROUP®, E.T.A. CONSULTING LP® and other related trademarks are registered or unregistered trademarks of E.T.A. or its licensors. The Customer has no license or right to use any of these trademarks.

**5. Reservation of Rights:** All rights not expressly granted by E.T.A. in accordance with these Terms of Service are reserved by E.T.A.

## I) Waivers

**1.General Disclaimer:** To the fullest extent permitted by applicable law and except for the representations and warranties expressly set forth in these Terms of Service, the E.T.A. training is provided "as is", "as available" and "with all faults", and without any representation, warranty, condition or warranty of any nature or type, express, implied or statutory, or arising from customary or commercial use or from any course of dealing or course of performance (including any representations, warranties, conditions or warranties of or relating to accuracy, completeness, correctness, durability, fitness for a particular purpose, merchantability, non-infringement, performance, quality, results, its suitability, timeliness or title), which are all hereby declined by E.T.A. to the fullest extent permitted by applicable law. Except as expressly set forth in these Terms of Service, no oral or written information or advice provided by or on behalf of E.T.A. shall create any legally binding or effective representations, warranties, conditions or warranties. The Customer is solely responsible for the selection and consumption of training by E.T.A. to achieve the results desired by the Customer.

**2. Specific Acknowledgments and Disclaimers:** Without limiting Section I.1 and notwithstanding any other provision of these Terms of Service:

**I.Technology and Security:** Customer acknowledges that the delivery of E.T.A. training may be affected by circumstances beyond E.T.'s control, may not be continuous, uninterrupted or secure, and is subject to limitations, delays, and other issues inherent in the use of the Internet and electronic communications. E.T.A. is not responsible for delays or failures or for any damage, loss or liability arising from any of these problems. The Customer acknowledges that the security measures used by or on behalf of E.T.A. and its subcontractors and service providers may not protect the E.T.A. Systems or the data ordered or processed in the E.T.A. Systems from unauthorized access, use or disclosure. E.T.A. is not responsible for any unauthorized access to, or use, alteration, theft or destruction of, any E.T.A. System or any data stored or processed in any E. T.A. System, whether through accidents, fraudulent means or devices, or any other method.

**II.No Professional Advice:** E.T.A. training does not constitute or include any type of professional advice, including any legal, financial, investment, accounting or tax advice. The Client is solely responsible and responsible for conducting all necessary investigations and investigations (including conducting appropriate due diligence) and obtaining all appropriate professional advice (including legal, financial, investment, accounting or tax advice) in all relevant jurisdictions to ensure that the Client fulfils the Client's obligations and the exercise of the Client's rights under these Terms of E.T.A.'s service and consumption of training by or on behalf of the Client complies with all applicable laws and best practices in all relevant jurisdictions and does not infringe, violate or misappropriate any rights of any person in any relevant jurisdiction.

**III.Misconduct of the authorized user and credentials/keys:** the customer accepts and assumes all risks of damages, losses and liabilities arising from any unauthorized consumption of training by E.T.A. by any authorized user or the unauthorized use or disclosure of any credential or key. E.T.A. is not required to verify the actual identity



or authority of any person using Credentials or Keys, and E.T.A. may act on any communication that is given with the use of Credentials or Keys.

## J) Exclusion of liability and indemnification

**1.Disclaimer:** Notwithstanding any other provision of these Terms of Service and to the fullest extent permitted by applicable law, in no event and in no event shall E.T.A. Group be liable to the Group of Customers or any other person for any loss, damage or liability (including direct, indirect, special, incidental, entire and punitive damages) arising out of, connected with or relating to these Terms of Service, the subject matter of these Terms of Service or any related matter (including the consumption or inability to consume E.T.A. training by the Customer), based on any theory (including contract, tort, strict liability and legal liability), regardless of any negligence or other negligence or tort (including fundamental breach or gross negligence) on the part of the E.T.A. Group or one of its Representatives, even if other remedies are not available or do not adequately compensate for the loss, damage or liability, even if E.T.A. or any of its Representatives knows or should have known of the possibility that the loss, damage or liability was incurred, and regardless of whether the loss, the damage or liability was foreseeable or not.

**2.Indemnification:** The Customer will defend, indemnify and hold harmless E.T.A. Group from and against any and all claims, claims, demands, actions, suits and proceedings by any person, including any regulatory authority (each a "Third Party Claim/Proceeding") and all resulting liabilities and obligations (including damages, fines, financial penalties, settlement payments, expenses and costs, including attorneys' fees) arising out of, in connection with or relating to any of the following: the consumption by or on behalf of the Customer or an Authorized User of the E.T.A. training; or any negligence, misconduct or violation of these Terms of Service, or any actual or alleged violation of any applicable law or violation of any right, by or on behalf of the Client's Group or any other person for whom the Client is responsible under these Terms of Service or the law. Notwithstanding the foregoing in this section J.2, E.T.A. Group reserves the right to participate (with a consultant of its own selection at its own expense and expense) in the defense and resolution of negotiations relating to any Third Party Claim/Proceeding.

**3.Definitions/Reservations:** In this section J: "E.T.A. Group" means the affiliates of E.T.A. and E.T.A. and their respective suppliers, service providers, licensors and Representatives; and "Customer Group" means Customer and its Representatives. Laws in some jurisdictions prohibit or limit the exclusion of certain warranties and conditions or the exclusion or limitation of certain liabilities and remedies, and therefore the exclusions and exclusions contained in these Terms of Service may not apply to Customer.

**4.Acknowledgment:** The allocation of risk set forth in these Terms of Service is an essential part of the bargain between the Parties, a controlling factor in determining the amount of Fees and an incentive for the Parties to enter into these Terms of Service.

## K) Duration and termination

**1. Duration:** These Terms of Service applicable to the Customer will begin when the Customer accepts these Terms of Service (e.g. consuming training from E.T.A. or submitting an application for an Account) and will continue to be in full force and effect until the termination of these Terms of Service.

**2.Termination for convenience:** Notwithstanding any other provision of these Terms of Service: The Customer may, at any time and for the Customer's sole convenience, terminate these Terms of Service applicable to the Customer with immediate effect by permanently deactivating the Customer's Account and permanently ceasing to consume E.T.A. training; and E.T.A. may, at any time and for the exclusive convenience of E.T.A., terminate these Terms of Service to the extent that they apply to the Customer with immediate effect by deactivating the Customer's Account or by giving a notice of termination to the Customer, and if this results in the termination of a Paid Subscription, E.T.A. will promptly refund the Customer the unused proportional portion of the Commission that the Customer has paid in advance for the terminated Subscription.

**3.Termination for Cause:** Notwithstanding any other provision of these Terms of Service, if the Customer or the Independent Affiliate violates these Terms of Service, E.T.A. at its discretion may terminate these Terms of Service as they apply to the Customer and the Independent Affiliates with immediate effect by deactivating their Account or by giving a notice of termination to the Client or the Independent Affiliate.

**4.Consequences of termination:** Upon termination of these Terms of Service: the Customer and authorized Users will immediately cease to consume the training of E.T.A.; The Customer's Subscription (if any) will terminate immediately and automatically without prior notice to the Customer and E.T.A. will deactivate the Customer's Account; The Customer will promptly pay all outstanding amounts (including Fees and Taxes) due under these Terms of Service; each Party shall remain responsible for all obligations and responsibilities of the Party arising prior to the termination of these Terms of Service. The termination of these Terms of Service will not affect or otherwise affect any other agreement (including any Other Agreement) between the Customer and E.T.A..

**5. Survival:** Notwithstanding any other provisions of these Terms of Service, each of the sections G, F, H, I, J, K.4, K.5 and L, and all other provisions of these Terms of Service necessary for the interpretation or application of such sections, shall survive the expiration or termination of these Terms of Service and shall remain in full force and effect and shall be binding on the Parties as applicable.

**6.Suspension:** Notwithstanding any other provision of these Terms of Service, E.T.A. may immediately suspend E.T.A.'s access to and consumption of training by the Customer (including suspension of the Customer's Account (if any) and deactivation of all Credentials and Keys) if any of the following events (each a "Suspension Event" ") occurs: the Customer does not make a payment when due under these Terms of Service; E.T.A. reasonably believes that the Customer is violating these Terms of Service; E.T.A. reasonably believes that the integrity, functionality, operation, performance, results, reliability or safety of the E.T.A. training or any E.T.A. System may have been damaged, interrupted, compromised or degraded, or to prevent a risk of damage, interruption, compromise or degradation of the integrity, functionality, operation, performance, results, reliability or

safety of the E.T.A. training or any E.T.A. System; o E.T.A. reasonably believes that the suspension is necessary by applicable law or is reasonably necessary to prevent or mitigate an imminent risk of damage, loss, damage or liability. If E.T.A. suspends customer access to and consumption of training by E.T.A. due to a Suspension Event, E.T.A. will restore Customer's access to and consumption of training by E.T.A. immediately after the Suspension Event has been resolved to E.T.A.'s reasonable satisfaction. For added certainty, E.T.A.'s suspension of E.T.A.'s access to and consumption of training.ai under this section 10.6 shall not constitute a breach of these Terms of Service by E.T.A. nor shall it give rise to any liability on the part of E.T.A. to customer or any other person.

**7.Right of withdrawal:** The Company offers fourteen (14) days, 100% refund and satisfaction guarantee to all subscribers, with the exception of transaction fees applied by the financial institution or third parties which will not be refunded. In case of purchase of learning products and services, Customers may withdraw from the contractual declaration within 14 (fourteen) days without providing a reason by means of a clear declaration. The period begins upon receipt of this instruction, but not before the conclusion of the application and purchase on line and includes weekends. In order to safeguard the withdrawal period, the timely sending of the withdrawal declaration is sufficient if the declaration is made on a durable medium (e.g. letter, e-mail).

The withdrawal must be made at the E.T.A. Office or at the email **address** info@etaconsulting.agency. In case of effective withdrawal, the services received from both parties will be returned. Payment refund obligations must be fulfilled within 30 days. The term starts for the Customer with the sending of his declaration of withdrawal, for E.T.A. with his receipt. E.T.A. reserves the right to refuse and/or reduce subscriptions at its discretion, in particular if the Customer does not meet the requirements of applicable law and procedures (including the KYC procedure).

After fourteen (14) days, the Customer's purchase will no longer be refundable.

## L) General

**1.Notices:** Unless these Terms of Service expressly state otherwise: E.T.A. may deliver invoices, payment confirmations and notices to the Customer by email to the Customer's email address included in the Customer's Account or indicated in an Order Form or by message notified to the Customer's Account; and the Customer will give all notices to E.T.A.ai accordance with these Terms of Service in writing delivered to E.T.A. by e-mail to info@etaconsulting.agency

**2.Applicable Law:** These Terms of Service, the subject matter of these Terms of Service and all related matters shall be governed by, construed and construed solely in accordance with the laws of the Province of British Columbia, Canada and the applicable federal laws of Canada, excluding laws implementing the United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code or the Uniform Computer Information Transactions Act, and excluding any rule of private international law or conflict of laws that would lead to the application of any other law.

### 3. Disputes

**I.Disputes:** All disputes, controversies and claims between the Parties arising out of, from, in connection with, or in connection with, these Terms of Service, the subject matter of these Terms of Service or any related matter (each a "Dispute") shall be resolved in accordance with this section L.3 unless the Parties expressly agree otherwise in writing.

**II.Negotiation:** In the event of a Dispute, either Party may give notice (a "Notice of Dispute") to the other Party requesting the Parties to attempt to resolve the Dispute through negotiation, and the Parties will then ensure that their respective authorized senior representatives meet (by conference or video call) on a mutually acceptable date and time within seven (7) days from the date the Notice of Dispute is issued. delivered to discuss and attempt to resolve the Dispute. If a Dispute is not fully and definitively resolved within fifteen (15) days from the date of delivery of the Notice of Dispute, either Party may refer the Dispute to arbitration pursuant to Section L.3.III. All communications (oral and written) made in the course of negotiations regarding a Dispute under this section L.3.II will be deemed "without prejudice" and will not be admissible as evidence in arbitration or any other legal proceeding unless the communication is in writing and is expressly identified as being made "with prejudice".

**III.Arbitration:** Subject to Section L.3.IV, a Dispute that is not resolved by the Parties pursuant to Section L.3.II shall be referred and finally resolved by binding confidential arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules. The number of referees will be one. The place of arbitration shall be Vancouver, British Columbia. The language of the arbitration shall be English. If ICDR Canada is not operational, the arbitration will proceed ad hoc and is governed by the Arbitration Act (Quebec). Any award rendered in an arbitration is final and binding, and judgment on the award may be entered in any court having jurisdiction for the enforcement of the award.

**IV.Litigation:** Notwithstanding Sections L.3.II and L.3.III, either Party may seek preliminary or temporary injunctive relief and other remedies from the Supreme Court of Quebec located in Quebec, Canada to avoid irreparable harm or preserve the status quo, and the Parties irrevocably present a circle of the original and exclusive jurisdiction of such court in relation to all such matters and any other matter that is not adequately subject to arbitration pursuant to section L.3.III. Each Party irrevocably waives all rights to trial by jury.

**4.Interpretation:** In these Terms of Service: a reference to "**these Terms of Service**" refers to these Terms of Service as a whole, and not just the particular provision in which those words appear; the headings are for reference only and do not define, limit or extend the scope or meaning of these Terms of Service or any of its provisions; words that import the singular number include only the plural and vice versa; the reference to a day, month, quarter or calendar year means a calendar day, a calendar month, a calendar quarter or a calendar year, unless expressly stated otherwise; a reference to the currency shall be to the fiat currency of Europe, unless expressly stated otherwise; "**discretion**" means the sole, absolute and free discretion of a person; "**included**" or "**includes**" means that it includes or includes (as applicable) without limitation or restriction; "**in writing**", "**written**" or similar terms include email, unless expressly stated otherwise; "**law**" includes common law, equity, statutes and regulations, and a reference to a specific statute includes all regulations made under the statute and any amendments or replacements to the statute or any regulations made under the statute in force from time to time; and "**person**" includes an

individual (natural person), a company, a partnership, a joint venture, an association, a trust, an unincorporated organization, a corporation, and any other legal entity.

**5.Force majeure:** Notwithstanding any other provision of these Terms of Service, E.T.A. shall not be liable for any delay in the performance or non-performance of any of E.T.A.'s under these Terms of Service to the extent that performance is delayed or prevented due to a cause or circumstance beyond E.T.'s reasonable control, and any such delay or default shall not be deemed a breach of these Terms of Service by E.T.A. and the time for E.T.A.'s performance of the relevant obligation shall be extended by a reasonable period in the circumstances.

**6.Miscellaneous:** The Parties are independent and non-exclusive contracting parties, and nothing in these Terms of Service or made under these Terms of Service shall create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between the Parties. These Terms of Service are binding and shall guarantee for the benefit of the Parties and their respective successors and authorized assigns. The Customer may not assign these Terms of Service without the express and prior written consent of E.T.A. E.T.A. at its discretion may assign these Terms of Service without the consent of the Customer. If any provision of these Terms of Service is held by a court or arbitrator to be invalid or unenforceable for any reason, the provision shall be deemed to be separate from these Terms of Service and the remaining provisions shall continue to be in full force and effect without being compromised or invalidated in any way, unless it is as a result of the Separation of these Terms of Service would fail in its essential purpose. If E.T.A.'s consent or approval is required under these Terms of Service, the E.T.A. at its discretion may refuse consent or approval unless these Terms of Service expressly specify otherwise. No consent or waiver by E.T.A. to or a breach of these Terms of Service by the Customer shall be effective except in writing and signed by E.T.A.. Except as expressly set forth in these Terms of Service, E.T.A.'s these Terms of Service are cumulative and not exclusive to other rights or remedies to which E.T.A. may be entitled under these Terms of Service or by law, and E.T.A. has the right to simultaneously pursue all of its rights and remedies, consecutively and alternatively. The Parties have expressly requested and required that these Terms of Service and all related documents be written in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en Anglais. The parties expressly agree and require that this Agreement and all related documents be drafted in English.

**7.Entire Agreement:** These Terms of Service and all applicable Additional Terms together establish the complete agreement between the Parties with respect to the subject matter of these Terms of Service and the Additional Terms and supersede all prior communications, representations, negotiations, discussions, agreements or understandings, oral or written, with respect to the subject matter of these Terms of Service and the Additional Terms. There are no representations, warranties, terms, conditions, commitments or collateral agreements, express, implied or statutory, between the Parties regarding the subject matter of these Terms of Service other than those expressly set forth or referred to in these Terms of Service and additional Terms. These Terms of Service and additional Terms may not be modified except by a written document expressly stating that this is a modification to these Terms of Service or the Additional Terms (as applicable) and that it is signed by both Parties or their respective successors or authorized assigns. Purchase orders and other documents issued by the Customer and accepted by E.T.A. in relation to these Terms of Service are for administrative convenience only and the terms and conditions contained in such documents have no force or effect and do not modify in any way these Terms of Service.

#### M) Office

1. **Indirizzo:** 4388, Rue Saint-Denis Suite 200 #309, Montreal, QC H2J 2L1, Canada.
2. **NEQ Company Registration:** 3375977322 Quebec, Canada
3. **Contact:** [info@etaconsulting.agency](mailto:info@etaconsulting.agency)

IF YOU DO NOT ACCEPT AND ACCEPT THESE TERMS OF SERVICE, YOU MAY NOT USE THE TRAINING AND SERVICES PROVIDED BY E.T.A..