

## Terms & conditions & Privacy Policy

*Last updated: December, 2020*

These Terms and Conditions (“Terms,” “Terms and Conditions”) govern your relationship with the soulect.com website (the “Service”) operated by **Soulect Enterprises Inc.**, a Canadian corporation in B.C. (“us,” “we,” or “our”).

Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Service is strictly conditioned upon and based on your unconditional acceptance of and compliance with each and every one of these Terms. By accessing or using the Service you explicitly and voluntarily agree to be bound by these Terms and accept all legal consequences thereof. If you do not fully and completely agree to these terms and conditions, in any respect, you are not authorized to use the Service.

### Purchases

If you wish to purchase any product or service available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to store, transmit, and provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for any reason, including but not limited to: lack of product or service availability, errors in the description or price of the product or service, error in your order, or any other reason.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected. We are not responsible or liable for any failure of the Purchase to complete, or any allegedly resulting loss or damages to you.

### Subscriptions

Some parts of the Service are billed on a subscription basis (“Subscription(s)”), and you may be billed in advance and/or on a recurring and/or periodic basis (“Billing Cycle”). Billing cycles are usually set on a monthly basis.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel or we cancel it. You may request to cancel your Subscription by e-mailing us your request to **SoulectTeam@gmail.com**

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide us with accurate and complete billing information including full name, address, province or state, postal or zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize us to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, we will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

### Fee Changes

We, in our sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

We will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

### Refunds

After you've had the Soulect experience for 2 months (from your join date) and decide you don't want to continue, you can request a refund at [soulectteam@gmail.com](mailto:soulectteam@gmail.com).

Your request must be received within exactly 2 months, which equates to 8 creator's circles, to be eligible for a refund.

Once you move into your 9th week, your initial 3-month membership is non-refundable.

After your initial 3-months, your membership will renew on a month-to-month basis. This you can cancel at anytime through an email request.

We require a 4 weeks notice to let us know you're leaving. The intention is to maintain the family-like, tight-knit culture of Soulect, and give you and your circle enough time to properly say good-bye.

## Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. Availability, Errors and Inaccuracies.

We may change or update the products and services that form any part of the Service without notice to you. We are under no obligation to provide any changes or updates.

We do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## Intellectual Property

The Service and all contents, including but not limited to text, images, graphics or the Soulect Culture Agreement are our sole and exclusive property and are protected by copyright, trademark, trade dress, database and other intellectual property rights. You may display and copy, download or print portions of the material from the different areas of the Service only for your personal and non-commercial use, or to place an order with us, and only while you are lawfully and validly using the Service. Any other use is strictly prohibited and may violate copyright, trademark and other laws. These Terms do not grant you any license or any assignment of any right owned by us or our affiliates. You further agree not to use, change or delete any proprietary notices from materials downloaded from the Service.

## Non-Solicitation

You agree not to solicit or convert any of our members, trainers, coaches, leaders, or other clients (our "Contacts") for any reason, including specifically for your own same or similar business. You acknowledge and agree that we have spent significant time, resources, money and good will to market, engage, convert and acquire our clients (collectively, "Conversion Investment") and that any unauthorized solicitation by you shall irreparably result in the loss of said Conversion Investment, and that you shall be liable for immediate and consequential damages resulting from any solicitation by you of our Contacts.

## Links To Other Websites

The Service may contain links to third-party websites or services that are not owned or controlled by us.

We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

## Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Terms.

All provisions of the Terms shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

## Indemnification

You agree to indemnify, defend and hold us harmless, including our principals, officers, directors, representatives, employees, contractors, licensors, licensees, suppliers and agents, from and against any claims, losses, damages, obligations, costs, actions or demands.

These include but are not limited to: (a) legal and accounting fees resulting from your use of the Service; (b) your breach of any of these Terms; and (c) anything you post on or upload to the Service, or elsewhere.

## Limitation Of Liability

Soulect Enterprises Inc., its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for any loss or damage, direct or indirect, incidental, special, consequential or punitive damages, including without limitation, economic loss, loss or damage to electronic media or data, goodwill, or other intangible losses, resulting from (i) your access to or use of the Service; (ii) your inability to access or use the Service; (iii) any conduct or content of any third-

party on or related to the Service; (iv) any content obtained from or through the Service; and (v) the unauthorized access to, use of or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other claim in law, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### Disclaimer And Non-Waiver of Rights

We make no guarantees, representations or warranties of any kind as regards the website and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to the fullest extent permitted by law. Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Soulect Enterprises Inc. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

If you breach any of these Terms and we choose not to immediately act, or choose not to act at all, we will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms. We do not waive any of our rights, and we shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement.

You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

### Exclusions

Some jurisdictions may not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### Governing Law

These Terms shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of British Columbia and the laws of Canada, as applicable, without regard to any conflicts of laws principles.

If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, then any remaining provisions of these Terms will remain in effect. These Terms

constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements, oral or otherwise, regarding the Service.

## Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

If you have any questions about these Terms, please contact us [here](#).

## SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## SECTION 7 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement.

We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, ‘comments’), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any

information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 12 – PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any



representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Soulect Enterprises Inc., our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.