

## TERMS AND CONDITIONS MORNING STAR CONSULTIVE SERVICES

The following Terms of Use are entered into by and between You and Morning Star Consultive Services. (“**Company**”, “**we**”, or “**us**”).

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of [www.morningstarconsultant.com](http://www.morningstarconsultant.com), including any content, functionality and services offered on or through [www.morningstarconsultant.com](http://www.morningstarconsultant.com) (the “**Website**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If you do not want to agree to these Terms of Use including the agreements incorporated by reference herein, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all the foregoing eligibility requirements. If you do not meet all these requirements, you must not access or use the Website.

### CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### PRIVACY

Your use of the Website is also subject to the Company’s Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms of Use.

### DISCLAIMER

Your use of the Website is also subject to the Company’s Disclaimer. Please review our Disclaimer, which also governs the Website and informs users of various limitations regarding the information provided on the Website. Your agreement to the Disclaimer is hereby incorporated into these Terms of Use.

## **ACCESSING THE WEBSITE AND ACCOUNT SECURITY**

We reserve the right to withdraw or amend this Website and any service or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire website, to users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and any resources downloaded from the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## **NO UNLAWFUL OR PROHIBITED USE AND INTELLECTUAL PROPERTY**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and the resources available for download from the Website strictly in accordance with these Terms of Use.

As a condition of your use of the Website, you warrant to the Company that you will not use the Website or any of the resources available for download from the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website or any of the resources available for download from the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

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## **ACCURACY AND PERSONAL RESPONSIBILITY**

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By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-

use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Website.

## **NO GUARANTEES AS TO RESULTS**

As set forth more fully in the Disclaimer, you agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Company provides educational and informational resources that are intended to help users of this Website succeed. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others – whether clients of the Company or otherwise – applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

## **EMAIL AND OTHER ELECTRONIC COMMUNICATIONS**

Visiting the Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by e-mail, and there are various places on this Website that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

## **USE OF COMMUNICATION SERVICES**

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “**Communication Services**”), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name,

material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized the Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

## **MATERIALS PROVIDED TO THE WEBSITE**

The Company does not claim ownership of the materials you provide to the Website (including feedback and suggestions) or post, upload, input or submit to any Website or our associated services (collectively "**Submissions**"). However, by posting, uploading, inputting, providing, or submitting your Submission you are granting the Company, our affiliated companies, and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## **LINKS TO THIRD PARTY WEBSITES AND SERVICES**

The Website may contain links to other Websites ("**Linked Websites**"). The Linked Websites are not under the control of the Company and the Company is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Website or any association with its operators.

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By ordering or downloading Forms, you agree that the Forms you purchase, or download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

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By ordering or participating in Courses, you agree that the Courses you purchase, or download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

By ordering or participating in Courses, you further agree that you shall not create any derivative work based upon the Courses and you shall not offer any competing products or services based upon any information contained in the Courses.

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The Company may, from time to time, provide information from a third party in the form of a podcast guest interview, interview on other platform, guest blog post, or other medium. The Company does not control the information provided by such third-party guests, is not responsible for investigating the truth of any information provided and cannot guarantee the veracity of any statements made by such guests.

Individuals who agree to appear as guests on any podcast offered by the Company agree to transfer all intellectual property rights, they may have in any such interviews to the Company and further provide a license to any rights they are unable to assign.

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## **ARBITRATION**

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to this Website, the Company, any and all contracts you enter into with the Company, and any and all of the Company's products and services.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Manitoba, Canada. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

## **INTERNATIONAL USERS**

The Service is controlled, operated, and administered by the Company from our offices within Canada. If you access the Service from a location outside of Canada, you are responsible for compliance with all local laws. You agree that you will not use the Company Content as is, accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

## **TERMINATION AND ACCESS RESTRICTION**

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## **NO JOINT VENTURE OR OTHER RELATIONSHIP**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Website. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Company with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

## **ENTIRE AGREEMENT**

Unless otherwise specified herein, this agreement, along with the Privacy Policy and Disclaimer, constitutes the entire agreement between the user and the Company with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and the Company with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## **CHANGES TO TERMS**

The Company reserves the right, in its sole discretion, to change the Terms under which the Website is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

## **CONTACT US**

Morning Star Consultive Services welcomes your questions or comments regarding our terms of use or policies:

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