TERMS OF SERVICE

Janet Mohapi-Banks Conscious Consulting Inc

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OVERVIEW

By using **JMBCONSCIOUSCONSULTING.COM OR BOOKING ANY PAID SESSIONS VIA STRIPE AND CALENDLY OR ANY OTHER PAYMENT PORTALS AND SCHEDULING SOFTWARE**, referred to as “Sites”, all visitors, referred to as “user”, “you” and “your” are bound by these Terms of Service. The terms “we,” “us,” and “our” refer to Janet Mohapi-Banks Conscious Consulting Inc (the “Company”), owner of **JMBCONSCIOUSCONSULTING.COM**. Accessing these Sites constitutes a use of the Sites and an acceptance to the Terms provided herein.

By using the Sites, you agree to these Terms of Service, without modification, and acknowledge reading them. We reserve the right to change these Terms of Service or to impose new conditions on use of the Sites, from time to time, in which case we will post the revised Terms of Service on this Sites. By continuing to use the Sites after we post any such changes means you accept the new Terms of Service with the modifications.

Sites USE

To access or use the Sites, you must be 18 years or older and have the requisites power and authority to enter into these Terms of Service.

In order to use the Sites, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration information you give to the Company will always be accurate, correct and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used

for any illegal or unauthorized purpose. You must not, in the use of the Sites, violate any laws in your jurisdiction.

You may use the Sites for lawful purposes only. You shall not post or transmit through the Sites any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libellous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law.

PAYMENT TERMS

Due to the increasing demand and limited scheduling availability, a non-refundable reservation fee is required. You may reschedule once with at least 48 hours' notice without penalty. If Janet Mohapi-Banks Conscious Consulting Inc cancels for any reason, you will receive a full refund. Your reservation fee will be deducted from your investment in any of the company's programs, excluding public workshops.

PURCHASE AND REFUND POLICY

By clicking a payment link, "Buy Now," "Purchase," "Book", or any other phrase on a purchase button, or entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you ("Client") agree to be provided with products, programs, or services by the Company unless a separate Terms of Purchase Agreement is provided at purchase. **Coach does not offer a refund policy to ensure that Client is committed to the Program.**

JANET MOHAPI-BANKS CONSCIOUS CONSULTING INC INTELLECTUAL PROPERTY

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You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Sites content or intellectual property, in whole or in part without our prior written consent. We reserve the right to immediately remove you from the Sites, without refund, if you are caught violating this intellectual property policy.

LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE Sites OR SERVICE. ADDITIONALLY, JANET MOHAPI-BANKS CONSCIOUS CONSULTING INC IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF JANET MOHAPI-BANKS CONSCIOUS CONSULTING INC HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL JANET MOHAPI-BANKS

CONSCIOUS CONSULTING INC CUMULATIVE LIABILITY TO YOU EXCEED $100.

THIRD PARTY RESOURCES

The Sites may contain links to third-party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms of Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defence, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defence without our prior written consent.

RELEASE OF CLAIMS

In no event will the Company be liable to any party for any type of direct, indirect, special, incidental, or consequential damages for any use of or reliance on our Sites or its Content. You hereby release the Company from any and all claims including those related to personal or business interruptions, misapplication or information, or any other loss, condition, or issue.

ONLINE COMMERCE

Certain sections of the Sites or its Content may allow you to make purchases from us or from other merchants. If you make a purchase from us on or through our Sites

or its Content, all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us, the merchant, and our payment processing company.

Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our Sites, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a merchant.

We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Sites or its Content, you may be subject to the additional terms and conditions of a payment processing company, Merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its terms and conditions that may apply, visit that merchant's Website and click on its information links or contact the Merchant directly.

You release us, our affiliates, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Sites or its Content.

GOVERNING LAW; VENUE; MEDIATION

This Agreement shall be governed by and construed in accordance with the laws of the State of British Columbia within Canada, regardless of the conflict of laws principles thereof.

If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the International Court of Arbitration. (ICC). The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Victoria,

British Columbia or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ASSIGNMENT

These Terms of Service bind and inure to the benefit of the parties' successors and assigns. These Terms of Service are not assignable, delegable or otherwise transferable by you. Any transfer, assignment or delegation by you is invalid.

ENTIRE AGREEMENT; WAIVER; HEADINGS

This Agreement constitutes the entire agreement between you and Janet Mohapi-Banks Conscious Consulting pertaining to the Sites and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by Janet Mohapi-Banks Conscious Consulting shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Janet Mohapi-Banks Conscious Consulting. The subject headings of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

If you have any questions or concerns regarding these Terms of Service, please email: **success@jmbconsciousconsulting.com.**

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