



Last Updated: July 4, 2023

Spirit PEP Inc Terms of Service Agreement

PLEASE READ THESE TERMS OF SERVICE CAREFULLY.

Spirit PEP Inc. (the "**Company**") is pleased to provide access to our Cancer Patient Empowerment Programs (the "**Programs**"), websites (the "**Websites**"), content, subscription products, services, and any other materials. To make this Agreement easier to read, the Spirit PEP Programs, Websites, and other content are collectively called "**the Services**". This Terms of Service Agreement (the "**Agreement**") governs access to and use of the Services by you as a user (referred to as "**User**", "**you**", or "**your**").

By using the Services or by clicking to accept the Terms of Service when this option is made available to you, the User, accept and agree to be bound by these Terms of Service. If you do not wish to be bound by these Terms of Service, you must not use or access the Services.

By using the Program and Website, you represent and warrant that you are of legal age to form a binding contract with the Company.

1. Eligibility Requirements

You must be at least 18 years of age, or the age of legal majority in your jurisdiction of residence, and have full capacity to agree to the Terms of Service to use the Services .

We may, at our discretion, refuse to offer the Services to any person and change the eligibility criteria at any time.

2. Terms of Sale

2.1 Fees and Payment Details

The User may pay for the Services on a monthly basis, using a payment method specified by the Company. The applicable fees are outlined on www.cancerpep.com, and may vary depending on your country, province, or state of residence.

For users paying on a monthly basis, the payment is collected at the beginning of each monthly billing period, and users will have access to the Services for the entire month until the next billing period. Failure to make timely payments may result in the suspension or termination of the User's access to the Services.

The Company reserves the right to adjust the fees and taxes of the Services at any time and at its sole discretion. Any revision to the fees will apply prospectively.

The User can choose to pay the fees to subscribe to the Service through a credit card or debit card. When making a purchase, you must provide the Company with complete and accurate payment information.

2.3 Termination, Cancellation and Refund

The Company reserves the right to suspend or terminate the User's access to the Program in the event of any breach of this Agreement or misuse of the Services, without prior notice.

The User may cancel this contract and receive a full refund within the first 10 days of the daily program (the "**Cooling off Period**"). You do not need to give a reason for cancelling during the Cooling off Period. To cancel this contract, you must notify the Company. If you cancel this agreement during the Cooling off Period, the Company will refund any payment you have made within fifteen (15) days of receiving your notice of cancellation.

Following expiry of the Cooling off Period, all payments are non-refundable, unless required by applicable laws.

For Users paying on a monthly basis, they may notify the Company of their intent to cancel at any time and such notice will only take effect at the end of the current billing cycle.

3. Use of the Services

You may not use the Services of the Company other than as set out in this Agreement. As a User, you are granted a limited, personal, non-transferable, and revocable licence to access the Services. You agree to use the Services only for personal, non-commercial use, and to not use the Services for any unlawful, abusive, or fraudulent activity.

You are responsible for any content that you provide or submit through the Services to the Company (including information contributed by you in a social media page, email, blog, chatroom, forum, or any feedback and comments you give the Company) ("**Contributed Content**"). You agree that any Contributed Content will not:

- a. spread false or misleading statements;
- b. contain obscene, defamatory, hateful, violent, or offence material;
- c. promote other services or brands by you or any third party;
- d. contain viruses or harmful files;

- e. expose the Company or other Users to harm or liability of any kind.

You agree that your Contributed Content may continue to be publicly available in the Services after your participation in the services as terminated, subject to your right to have your Contributed Content removed in accordance to applicable laws.

4. Availability of Services

The Company agrees to make a reasonable effort to ensure the Services are available to you, however access to the Services may be disrupted occasionally due to technical issues, network interruptions, necessary maintenance, or events outside the Company's control. The Company assumes no liability if the Services are unavailable at any time or for any period, but will make reasonable efforts to avoid downtime of the Services.

The Company is not responsible for the hardware that you use to access the Services or your use of the Internet to access the Services.

5. Intellectual Property

The Services (including its entire contents, features, and functionality) as well as all trademarks, copyrights, logos, domains, patents, and other similar intellectual property rights, whether registered or not, are owned by the Company. You may not engage in any activity that infringes on the intellectual property of the Company or modify any materials from the Services.

By providing Contributed Content, you grant the Company a non-exclusive, royalty-free, transferable, irrevocable, worldwide licence and right to display, distribute, and use, including commercially, the Contributed Content throughout the Services.

6. Third Party Services and Content

By using the Services, you may view content provided by third parties, including websites and resources. These resources and links are for your convenience only and the Company has no control over the contents of these sites or resources, thus the Company accepts no responsibility or liability for any loss or damage of any kind as a result of use of such third party content. If you decide to access any third-party resources or sites that is linked to you through the Services, you do so at your own risk. Your interaction and dealings with any third-party resources or sites are solely between you and the third party.

7. Limitation of Liability

7.1 Disclaimer of Warranty

The Company makes no warranties or representations, express or implied, regarding the Services or its content. The Services are provided on an "as is" basis, and the Company disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. The features of the Services that promote wellness, nutrition, and physical activity are for your informational purposes only and are not intended as medical advice.

7.2 Limitation of Liability

In no event shall the Company be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the services, including but not limited to lost profits, loss of data, or interruption of business, even if advised of the possibility of such damages.

8. Changes to the Services and Updates of the Terms of Service Agreement

The Company may modify any component of the Services at any time without notice. The Company may also update and revise this Agreement at any time, in its sole discretion, by posting an updated Agreement on its Websites. All changes are effective immediately upon posting to the Websites. Your continued use of the Services after posting a revised agreement constitutes your acceptance of the changes which are binding to you.

9. Miscellaneous

9.1 Entire Agreement

This Agreement constitutes the entire agreement between the Company and the Subscriber and supersedes any prior agreements, whether written or oral, relating to the subject matter herein.

9.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Canada and the Province of Nova Scotia. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Canada and the Province of Nova Scotia.

9.3 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue.

9.4 Transfers

The Company may transfer its rights and obligations to another entity but this will not affect your right or the Company's obligations under this Agreement.