



INSTITUTE OF METACOGNITIVE PROGRAMMING

IMCP PRODUCT TERMS OF PURCHASE AND USE

Digital Products and Physical Merchandise

Legal Entity: Institute of Metacognitive Programming Inc.	Jurisdiction: Ontario, Canada
Effective Date: 12/10/2026	Terms Version: DPPM-102026
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These Product Terms of Purchase and Use (the “Terms”) govern the purchase of Digital Products and Physical Merchandise from Institute of Metacognitive Programming Inc., a corporation incorporated under the laws of Ontario (“IMCP”, “we”, “us” or “our”). These Terms form a legally binding agreement between IMCP and the person purchasing a Product (the “Customer”). Please read them carefully before placing an order or completing a purchase.

1. Scope and Contract Documents

1.1 Scope. These Terms apply to the purchase and permitted use of each Digital Product and the purchase of each item of Physical Merchandise identified, before the purchase is completed, as being subject to these Terms. They do not apply to Sincera memberships, live or facilitated programs, coaching, retreats, ceremonies, expeditions, travel products, intensive practices or any other offering governed by a separate IMCP agreement.

1.2 Products. A “Digital Product” means an e-book, PDF, guide, workbook, recording, self-paced course or other digital content supplied by download or through an online platform. “Physical Merchandise” means a physical book, card, kit, item of apparel, accessory or other tangible product sold online or at an IMCP event. Digital Products and Physical Merchandise are collectively referred to as “Products”.

1.3 Contract Documents. The contract for each purchase consists of:

- (a) these Terms;
- (b) the description and other Product-specific terms presented on the applicable Product Page before the order is submitted; and
- (c) the final order or checkout summary accepted by the Customer (the “Order Summary”).

When IMCP accepts an online order, it will provide a written order confirmation recording the material details of the purchase. The order confirmation does not introduce any additional term unless the Customer expressly agrees to that term.

The Order Summary governs the Product selected and the Product-specific price, currency, taxes, format, included content, access period, delivery or collection arrangements and any disclosed cancellation, return, exchange or final-sale status. These Terms govern all other matters. If the contract documents are inconsistent, they will be interpreted together to give effect to the Product-specific terms accepted by the Customer. Any right or remedy that cannot lawfully be excluded or modified will prevail in all circumstances.

1.4 Product Information. Before the Customer completes a purchase, the Product Page, Order Summary or other information expressly incorporated into the checkout process will disclose, as applicable:

- (a) the Product and its principal characteristics, format and included content;
- (b) the total price, currency, applicable taxes, shipping charges and any other charges accepted by the Customer;

- (c) for a Digital Product, the method and expected timing of delivery, any platform or account requirements, material technical requirements and, if access is time-limited, the applicable access period;
- (d) for Physical Merchandise, the available delivery or collection method, the estimated timing of dispatch, delivery or availability for collection, and any material warnings or restrictions on use; and
- (e) the applicable cancellation, return, exchange and final-sale terms.

2. Acceptance, Ordering and Payment

2.1 Online Orders. Before submitting an online order, the Customer will be able to review the Product selected, the Order Summary and these Terms. By actively checking the acceptance box and selecting the button that submits the order and authorizes payment, the Customer confirms that the Customer:

- (a) has reviewed and accepts these Terms and the Order Summary;
- (b) has verified that the order information is complete and accurate; and
- (c) has the legal capacity and authority to enter into the contract.

An online order constitutes an offer to purchase the Product on the terms presented at checkout.

2.2 Order Acceptance and Confirmation. IMCP may authorize or process payment when an order is submitted, but payment authorization or an automated acknowledgement does not, by itself, constitute acceptance of the order. The contract is formed when IMCP sends the Customer a written order confirmation, unless the checkout expressly states that acceptance occurs at an earlier point.

The order confirmation will record the material details of the purchase and provide a copy of, or durable electronic access to, the applicable contract information.

2.3 Event Purchases. For Physical Merchandise purchased at an IMCP event, the contract is formed when IMCP accepts payment. Before the purchase is completed, the applicable price and any material return, exchange or final-sale condition will be displayed or otherwise clearly communicated to the Customer. These Terms will be made reasonably available before purchase, including through a displayed QR code or short link where appropriate. A receipt or electronic payment record will confirm the transaction.

2.4 Order Rejection or Cancellation. IMCP may reject an order before it is accepted, or cancel an accepted order before the Product is supplied, if:

- (a) the Product is unavailable;
- (b) the order contains an obvious pricing or Product-description error;
- (c) the payment cannot be authorized or verified;
- (d) IMCP reasonably suspects fraud, unauthorized payment or unlawful activity; or
- (e) IMCP cannot lawfully or reasonably supply the Product.

If IMCP cancels an order after payment has been collected, IMCP will promptly refund the amount paid for the cancelled Product to the original payment method, unless another method is agreed with the Customer. This Section does not limit any right or remedy available under Applicable Law.

2.5 Prices and Payment. The price, currency, applicable taxes, shipping charges and any other amounts payable will be disclosed before the Customer submits the order. The Customer will not be charged any optional amount unless the Customer has expressly selected or accepted it.

The Customer authorizes IMCP and its payment processor to charge the selected payment method for the total amount shown in the Order Summary. The Customer's bank, card issuer or payment provider may impose separate currency-conversion, foreign-transaction or other charges over which IMCP has no control.

DIGITAL PRODUCTS

3. Delivery and Access

3.1 Delivery. IMCP supplies a Digital Product by providing a functioning download link, sending the relevant file, or making the Product available through the account or online platform identified at the time of purchase. If a Digital Product is supplied for a limited access period, that period begins when IMCP first makes the Digital Product available to the Customer, unless a different start date was clearly stated at the time of purchase.

3.2 Access models. A Digital Product may be supplied as:

- a downloadable Product; or
- personal account access

The applicable Product Page or checkout will state, as applicable, the access model, any account or platform requirement, material technical requirements, any access period and any download limit.

3.3 Access Period and Platform Changes. A self-paced course or other Digital Product made available through a platform remains accessible only for the access period disclosed at the time of purchase. The Customer's failure to download, access, use or complete the Digital Product does not extend that period.

IMCP may make reasonable changes to the format, platform or technical features of a Digital Product to maintain security, functionality or platform compatibility, provided that the changes do not materially reduce the purchased content or core functionality, or shorten the disclosed access period.

3.4 Technical Requirements and Support. The Customer is responsible for ensuring that the Customer's device, internet connection and software meet the technical requirements disclosed before purchase, and for maintaining an accurate email address and the security of any account credentials.

The Customer should promptly contact Customer Support if access is not received or does not function. Where the issue is within IMCP's reasonable control, IMCP will use reasonable efforts to restore access or provide an equivalent delivery method.

4. Licence and Restrictions

4.1 Licence. Subject to payment in full and compliance with these Terms, IMCP grants the Customer a limited, personal, non-exclusive, non-transferable and non-sublicensable licence to access and use the Digital Product solely for the Customer's own personal, non-commercial learning.

The licence applies for the access period stated on the applicable Product Page or at checkout. If no access period is stated for a downloadable Product, the licence continues after delivery, subject to these Terms. No intellectual-property ownership or other right is transferred to the Customer.

4.2 Restrictions. Except as expressly permitted by IMCP in writing, the Customer must not:

- (a) share account credentials or access, or permit another person to use the Digital Product;
- (b) copy, reproduce, record, publish, upload, transmit, translate, adapt, distribute, sell, sublicense or otherwise commercially exploit any Digital Product materials, except for reasonable personal notes and any personal copy or download expressly enabled by IMCP;
- (c) use the Digital Product or its materials to teach, train or certify others in the IMCP methodology, or represent that the Customer is authorized by IMCP to deliver or certify any IMCP methodology;
- (d) scrape, extract, download in bulk or systematically reproduce Digital Product materials; circumvent or interfere with access controls; or upload, input or submit all or a material part of a Digital Product to a public or third-party AI system, dataset or repository for training, indexing, sharing or making it available to others; or
- (e) remove proprietary notices or use IMCP's name, marks or branding in a manner that suggests IMCP's endorsement, affiliation or authorization.

4.3 Suspension and Termination. IMCP may suspend access where reasonably necessary to address non-payment, actual or suspected credential sharing, infringement, unlawful use, circumvention of access controls or a material security risk.

IMCP may terminate the licence only for a material breach of these Terms. Where the breach can reasonably be cured, IMCP will give the Customer notice and a reasonable opportunity to cure it before terminating access, unless immediate action is reasonably necessary to protect security, prevent infringement or unlawful use, or prevent further material harm.

IMCP is not required to refund unused access time solely because access is terminated for the Customer's material breach. This does not limit any right or remedy that cannot lawfully be excluded, restricted or modified under Applicable Law.

5. Refunds and Remedies

5.1 Final-Sale Rule. Except where IMCP expressly states otherwise at the time of purchase, or where Applicable Law requires otherwise, payment for a Digital Product is final and non-refundable once IMCP has supplied it in accordance with Section 3.1.

No refund is available solely because the Customer changes their mind, does not download, access, use or complete the Digital Product, does not meet technical requirements disclosed before purchase, or considers the Digital Product unsuitable for the Customer's personal preferences or objectives.

5.2 Supply and Conformity Issues. Section 5.1 does not limit any right or remedy where a Digital Product:

- (a) is not supplied as agreed;
- (b) is materially different from its description or included content as presented before purchase, incomplete or materially defective;
- (c) is not reasonably accessible because of a matter within IMCP's reasonable control and IMCP does not restore access or provide an equivalent delivery method within a reasonable time; or
- (d) otherwise gives rise to a refund or other remedy required by Applicable Law.

5.3 No Guaranteed Outcome or Professional Advice. Digital Products provide general informational and self-directed learning content. Results vary and depend on the Customer's circumstances and implementation. IMCP does not guarantee any personal, professional, financial, business, health or other outcome.

IMCP does not provide through Digital Products psychotherapy, medical care, diagnosis, crisis or emergency support, or legal, financial or other regulated professional advice.

PHYSICAL MERCHANDISE

6. Availability and Delivery

6.1 Availability. Product availability is not guaranteed until IMCP accepts an online order under Section 2.2 or accepts payment for an event purchase.

6.2 Shipping and Pickup. Before purchase, IMCP will state the available delivery or pickup options, applicable shipping charge and estimated timing of dispatch, delivery or collection. Any stated date is an estimate unless IMCP expressly agrees to a fixed date.

The Customer must provide accurate delivery or collection information. If a parcel is returned because of an incorrect address, failed collection or refusal of delivery attributable to the Customer, IMCP may require payment of reasonable reshipment costs, subject to Applicable Law.

6.3 Delivery and Risk. Risk of loss or damage passes when the Product is delivered to the Customer, a person authorized by the Customer to receive it or, where the Customer has authorized unattended delivery, the delivery location specified by the Customer. For an event purchase, delivery occurs when the Product is handed to the Customer.

6.4 Cross-border orders. If IMCP offers shipping outside Canada, the Customer must provide information reasonably required for customs clearance and is responsible for duties, import taxes, brokerage fees or carrier charges that are disclosed as payable by the recipient and are not collected by IMCP at purchase. IMCP may decline or cancel an order if it cannot lawfully or reasonably ship to the selected destination.

7. Returns and Product Issues

7.1 Voluntary Returns and Exchanges. A change-of-mind return or exchange is available only where IMCP expressly offers one at the time of purchase. The Customer must contact Customer Support within the stated return period and

meet any conditions disclosed with that policy. Unless IMCP states otherwise or Applicable Law requires otherwise, the Customer is responsible for voluntary-return shipping costs.

7.2 Defective, Damaged Products. A voluntary-return policy does not affect the Customer's rights if a Product is defective, arrives damaged, is not the Product ordered or is materially different from its pre-purchase description.

The Customer should contact Customer Support promptly after discovering the issue and provide reasonable information needed to assess it. IMCP will provide any remedy required by Applicable Law and will bear reasonable return-shipping costs for an accepted claim.

GENERAL LEGAL TERMS

8. Intellectual Property

All intellectual property rights in IMCP's names, marks, Product materials and designs are owned by IMCP or its licensors. A purchase, including a purchase of Physical Merchandise, does not transfer ownership of those rights. Digital Products may be used only as permitted by Section 4 or with IMCP's prior written permission.

9. Privacy and Communications

IMCP handles personal information in accordance with its Privacy Policy and Applicable Law. It may use service providers to process payments, deliver Products, operate platforms and provide technical or customer support. Personal information may be processed in Canada or other jurisdictions as described in the Privacy Policy.

IMCP may send communications relating to an order, access, security or customer service. Marketing communications will be sent only as permitted by Applicable Law and will include an unsubscribe option where required.

10. Warranty and Liability

10.1 Mandatory Rights. Nothing in these Terms excludes, restricts or modifies any right, remedy, condition, warranty or liability that cannot lawfully be excluded, restricted or modified, including under Mandatory Consumer Laws.

10.2 Other Warranties. Subject to Section 10.1, IMCP makes only the commitments expressly stated in these Terms or in the Product information provided before purchase. To the maximum extent permitted by Applicable Law, IMCP disclaims all other representations, warranties and conditions. IMCP does not guarantee uninterrupted or error-free access to a Digital Product.

10.3 Limitation of Liability. Subject to Section 10.1, IMCP is not liable for indirect, incidental, special or consequential loss, including lost profits or lost opportunity. To the maximum extent permitted by Applicable Law, IMCP's total liability relating to a Product will not exceed the amount paid for that Product. This limitation does not apply to fraud, wilful misconduct or liability that cannot lawfully be limited.

11. Events Beyond Reasonable Control

IMCP is not responsible for a delay or failure to perform caused by an event beyond its reasonable control. IMCP will use reasonable efforts to reduce the effect of the event and resume performance. This Section does not limit any right or remedy that cannot lawfully be excluded.

12. Governing Law

These Terms and any purchase of a Product are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-law rules. Nothing in these Terms limits any consumer protection or other mandatory right that applies to the Customer and cannot lawfully be excluded, restricted or modified.

13. Severability

If any provision of these Terms is invalid or unenforceable, it will be limited or severed only to the minimum extent necessary, and the remaining provisions will continue in effect.

14. Updates and Contact

14.1 The version of these Terms presented at the time of purchase applies to that purchase. IMCP may update these Terms for future purchases, but a later version will not change a completed purchase unless required by Applicable Law or expressly agreed.

14.2 Questions or requests relating to a purchase, access, delivery, cancellation or return may be sent to: customer-support email team@exponentialcoachingacademy.com