INSTITUTE OF METACOGNITIVE PROGRAMMING

SINCERA ONLINE SUBSCRIPTION TERMS

Online Offer and Membership Terms

Terms Version	SINCERA-10/2026
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Supplier	INSTITUTE OF METACOGNITIVE PROGRAMMING INC.

Sincera Online Subscription Terms

These Sincera Online Subscription Terms (the "Terms") constitute the Supplier's online offer for the Sincera membership selected in the Order Summary. Before payment, the Customer can review these Terms, the Current Membership Terms, the selected Plan, total price, billing cycle and any recurring payment authorization, and correct checkout errors. By actively selecting the acceptance checkbox and completing the purchase, the Customer accepts these Terms and the displayed Order Summary. If the Customer is a legal entity, the individual completing checkout represents that they have authority to bind it. The Customer is responsible for compliance by persons it authorizes to use the Services.

These Terms apply together with the Order Summary displayed before purchase, the Current Membership Terms published on the Supplier's applicable Sincera plan webpage , the Privacy Policy and any privacy notice linked at checkout.

1. Parties, Offer and Online Acceptance

1.1. Supplier

The Supplier is INSTITUTE OF METACOGNITIVE PROGRAMMING INC., an Ontario corporation with its registered office at 20 Camellia Drive, Richmond Hill, Ontario L4B 4H5, Canada. Support and notices: team@exponentialcoachingacademy.com. Website: https://exponentialcoachingacademy.com/.

1.2. Customer

The "Customer" is the individual or legal entity identified at checkout that affirmatively accepts these Terms and purchases or renews a Sincera membership. Creating an account or using the Services alone does not replace the checkout acceptance for a paid online purchase. If the Customer is a legal entity, it may use the Services through authorized users and remains responsible for their conduct and compliance.

1.3. Online offer

These Terms are published at the website address stated in the Publication URL field above. While published, they are the Supplier's online offer for the Sincera membership, together with the applicable Current Membership Terms and the Order Summary shown before payment. At the URL specified in the heading alongside these Terms version.

1.4. Online acceptance

For online purchases, the Customer accepts these Terms by selecting an initially unchecked acceptance checkbox before payment, authorizing recurring billing where applicable, and completing the online purchase. The Supplier records the version accepted, acceptance timestamp, Order Summary and payment authorization and sends confirmation. No handwritten signature is required.

1.5. Order Summary

The Order Summary shown before purchase forms part of these Terms and identifies the Customer's selected Plan and the price applicable to that Customer. The other terms applicable to the selected Plan are set out in these Terms and, where applicable, on the checkout page made available to the Customer before purchase.

1.6. Confirmation copy

After an online purchase, the Supplier will send the Customer a confirmation email or other electronic confirmation in a form the Customer can retain, print or access for future reference. The confirmation will include or link to these Terms, the applicable Current Membership Terms, the Order Summary, receipt, cancellation instructions and support contact information, within the time required by applicable law.

1.7. Consumer-law preservation

Nothing in these Terms excludes, restricts, waives or limits any right, remedy, warranty, condition, guarantee, cancellation right, refund right or other protection that cannot be excluded, restricted, waived or limited under applicable law.

2. Definitions

Term	Meaning
Terms	These Sincera Online Subscription Terms, the Order Summary and documents expressly incorporated by reference.
Additional Agreement	A supplemental agreement between the Supplier and the Customer that governs the Customer's participation in a Bonus program or another Membership Benefit made available under an active Sincera membership. An Additional Agreement forms part of the Customer's Sincera membership arrangement and does not replace these Terms unless it expressly states otherwise.
Annual Plan	A Sincera membership purchased for a committed term of twelve months, whether the applicable fee is paid in a single payment or in monthly installments. Monthly instalments form part of the total Annual Plan fee and do not convert the Annual Plan into a Monthly Plan. Renewal, cancellation, non-payment and termination of an Annual Plan are governed by Sections 6 and 8.
Billing Period	The recurring period for which membership fees are charged, as shown in the Order Summary. Unless the Supplier and the Customer expressly agree otherwise in writing, the first Billing Period begins on the Service Start Date.
Community	Any online group, forum, chat, platform, call, channel or other member community made available as part of Sincera.
Current Membership Terms	The current Sincera plan, pricing, benefit and other commercial terms published on the applicable Sincera plan page and identified in the Order Summary.
Customer	The individual or legal entity that purchases, activates, renews, accesses or uses a Sincera membership. Where the Customer is a legal entity, this term includes its authorized users where the context requires.
Digital Content	Videos, audio, recordings, texts, worksheets, PDFs, workbooks, platform materials, educational materials, prompts, exercises, frameworks and other digital or online content made available through Sincera.
Discount	A member-only discount, special price or other price reduction expressly made available to the Customer as a Membership Benefit.
Bonus program	A Supplier program, activity, course, event, practice, coaching service or other service expressly identified in the applicable Current Membership Terms as included in the Customer's Sincera membership. A Bonus program may require an Additional Agreement, screening, eligibility confirmation, schedule confirmation or other participation requirements.
Mandatory Consumer Laws	Consumer protection, electronic contracting, privacy, payment, advertising and other laws that apply to these Terms and cannot be excluded or waived by contract.

Membership Benefits	The Discounts and Bonus programs expressly available to the Customer under the selected Plan and applicable Current Membership Terms.
Monthly Plan	A Sincera membership billed for a monthly billing period that automatically renews for successive monthly Billing Periods unless cancelled in accordance with these Terms.
Order Summary	The checkout or payment summary shown before purchase and identifying the Customer's selected plan, price, billing cycle, taxes, recurring amount, Service Start Date where applicable and other material purchase details.
Plan	The Monthly Plan or Annual Plan selected by the Customer and confirmed in the Order Summary.
Separate Agreement	A separate agreement for a product, program, event, retreat, expedition, coaching service or other service purchased independently by the Customer from the Supplier. A Separate Agreement is subject to its own payment and participation terms and does not form part of the Customer's Sincera membership unless it expressly states otherwise.
Service Start Date	The date on which the Supplier begins providing the relevant membership Services to the Customer, as stated in the Order Summary or otherwise confirmed in writing by the Supplier. The Service Start Date may occur after the purchase date.
Services	The Sincera membership services, including Digital Content, Community access, Membership Benefits or other services expressly included in the selected Plan.
Supplier	INSTITUTE OF METACOGNITIVE PROGRAMMING INC.

3. Eligibility and Account Information

3.1. Eligibility

Sincera is available only to individuals who are at least 18 years old and have legal capacity to enter into these Terms. If the Customer is a legal entity, it represents that each authorized user of the Services is at least 18 years old and has legal capacity to participate.

3.2. Accurate information

The Customer must provide accurate, current and complete information during enrolment, checkout, account creation, payment and participation. The Customer must promptly update any information that becomes inaccurate or incomplete.

3.3. Account security

The Customer is responsible for maintaining the confidentiality of login credentials and for all activity occurring through the Customer's account, except to the extent caused by the Supplier's failure to use reasonable safeguards.

3.4. Personal suitability

The Customer is responsible for deciding whether participation in the Services is suitable for the Customer. The Customer may pause, modify, decline or stop participation in any activity if the Customer feels unwell, unsafe, overwhelmed or unsure. For specific events, breathwork, practices, retreats or higher-risk activities, the Supplier may require a separate screening, suitability form, wellbeing disclosure, additional acknowledgement or participation agreement.

4. Sincera Membership and Scope of Services

4.1. Membership model

Sincera is an online membership subscription. Depending on the selected Plan, the Services may include access to Digital Content, the Community, group meetings, member-only materials, Discounts, Bonus programs or other Membership Benefits identified in the applicable Current Membership Terms and Order Summary.

4.2. Plan-based access

The specific Services and Membership Benefits available to the Customer depend on the selected Plan, the applicable Current Membership Terms and whether the Customer's membership is active and in good standing.

4.3. Active membership condition

Unless the applicable Current Membership Terms or an Additional Agreement expressly states otherwise, the Services included in the Sincera membership, together with all Membership Benefits, are available only while the Customer's Sincera membership is active and in good standing.

A membership is not in good standing while a required payment is overdue, has failed or been reversed, a chargeback remains unresolved, the account is suspended, or the Customer is in material breach of these Terms.

4.4. Pilot and evolving product

The Customer acknowledges that Sincera may be offered in a pilot or evolving format. The Supplier may develop, replace, add, remove, pause, discontinue or modify features, formats, schedules, instructors, facilitators, platforms, benefits or materials, subject to Section 9 and any non-waivable rights under applicable law.

4.5. No regulated education

The Services are informational, educational in a non-regulated sense, coaching and personal-development services. They do not constitute a vocational program, regulated educational service, degree program, diploma program, credential program or career-college program unless a separate written agreement expressly states otherwise and the Supplier has complied with all applicable requirements.

4.6. Third-party delivery

The Supplier may engage employees, independent contractors, facilitators, instructors, coaches, moderators and other third-party service providers to deliver or support all or part of the Services.

4.7. Service Start Date and billing commencement

The Supplier may accept a membership purchase before the relevant Services begin. The Supplier will state or confirm the Service Start Date in the Order Summary or another written confirmation and may revise that date where reasonably necessary for the provision of the Services. The Supplier will notify the Customer of any revised Service Start Date.

Any payment received before the Service Start Date will be applied to the first Billing Period and does not itself begin that Billing Period. Unless the Supplier and the Customer expressly agree otherwise in writing, the first Billing Period and the applicable renewal dates will be calculated from the Service Start Date.

5. Plans, Pricing, Taxes and Order Summary

5.1. Plans, prices and Membership Benefits

The available Sincera Plans, membership fees, billing options, Services, Discounts, Bonus programs and other Membership Benefits are described in the applicable Current Membership Terms and the Order Summary presented before purchase.

5.2. Currency

The applicable currency will be clearly displayed in the Order Summary before payment. If prices are displayed in USD, CAD or any other currency, the Order Summary will state the currency. Bank, card-issuer or currency-conversion charges outside the Supplier's control are the Customer's responsibility.

5.3. Taxes and total price

The Order Summary will clearly show the amount due at the time of purchase, applicable taxes if any, and any mandatory charges imposed by the Supplier. The Supplier will not intentionally advertise a price that is unattainable because of undisclosed mandatory non-government charges.

5.4. GST/HST and other applicable taxes

If the Supplier is required to collect GST/HST or other applicable sales taxes, those taxes will be charged as shown in the Order Summary and on the receipt. If taxes are not charged, the tax treatment will be reflected in the checkout process, invoice or receipt where applicable.

5.5. No guaranteed availability of offers

Plans, prices, Discounts, Bonus programs and other Membership Benefits may be time-limited, capacity-limited, jurisdiction-limited or otherwise subject to eligibility requirements.

6. Monthly and Annual Subscription Terms

6.1. Monthly Plan

If the Customer selects a Monthly Plan, the membership begins on the purchase date or on the Service Start Date. The Monthly Plan renews automatically each month until cancelled. The Customer authorizes the Supplier or its payment processor to charge the selected payment method each month in the amount shown in the Order Summary.

6.2. Annual Plan

If the Customer selects an Annual Plan, the membership begins on the purchase date or on the Service Start Date and continues for a committed term of twelve months. The Annual Plan fee may be paid in a single payment or in monthly instalments, as disclosed in the Order Summary. The Customer authorizes the Supplier or its payment processor to charge the selected payment method in accordance with the disclosed payment schedule.

Where the Customer pays the Annual Plan in monthly instalments, the Customer may stop future monthly payments in accordance with Section 8. If the Customer cancels the recurring payment arrangement, requests that future instalments stop or fails to make a required monthly instalment, the Supplier may close access to Digital Content, the Community and all other Services at the end of the current paid Billing Period or earlier where permitted under these Terms or applicable law. The Annual Plan will then terminate, and no further monthly instalments will be payable, except for amounts already due and any amount payable under Section 6.3 or an applicable Additional Agreement or Separate Agreement.

Unless the Order Summary states that the Annual Plan does not auto-renew, the Annual Plan renews for a further annual membership term until cancelled.

6.3. Use of Membership Benefits

Discounts and Bonus programs may be offered only with certain Plans or sometimes became available to use only after a stated period of continuous active membership, as disclosed in the applicable Current Membership Terms, Order Summary or Additional Agreement.

To become eligible for and redeem a Membership Benefit, the Customer must have an active Sincera membership, be in good standing and be current on all required payments. The Customer may use an in-person Bonus program only while the membership is active. The Customer must start an online Bonus program while the membership is active.

A Discount is used when the Customer purchases the relevant program or service at the discounted price. A Bonus program is used when the Customer accesses, attends or participates in the relevant program, event or service, or irrevocably reserves a place in it.

If the Customer uses the Discount or the Bonus program and the membership is later cancelled, terminated, refunded, not renewed, downgraded to a Plan that does not include that Membership Benefit, or ceases to be active because of non-payment or a chargeback, the Supplier may, in respect of that used Membership Benefit:

(a) require the Customer to pay the difference between the amount paid by the Customer for the relevant program or service and its regular price disclosed before the Membership Benefit was used; or
(b) if the Customer is otherwise entitled to a refund or credit in relation to the membership, deduct the value of the used Membership Benefit from that refund or credit.

Any deduction under paragraph (b) is limited to the amount of the refund or credit otherwise payable and cannot create a payment obligation for the Customer. The Supplier will not both require payment under paragraph (a) and make a deduction under paragraph (b) in respect of the same Membership Benefit.

6.4. Plan terms and payment schedules

A Monthly Plan has a term of one month and renews monthly unless cancelled. An Annual Plan has a committed term of twelve months and renews annually unless the Order Summary states otherwise. The payment schedule may

differ from the applicable Plan term. In particular, monthly installments payable under an Annual Plan do not create separate monthly Plan terms or convert the Annual Plan into a Monthly Plan. Cancellation and access after cancellation are governed by Section 8.

7. Recurring Payment Authorization

7.1. Authorization

By purchasing a recurring Sincera membership, the Customer authorizes the Supplier and its payment processor to charge the Customer's selected payment method automatically on a recurring basis for the selected Plan until the membership is cancelled in accordance with these Terms.

7.2. Required payment disclosure

Before the Customer completes the purchase, the Order Summary will identify the selected Plan and the price applicable to that Customer in accordance with Section 1.5. The Order Summary, these Terms and, where applicable, the checkout page will together clearly disclose the total price, recurring amount (if applicable), billing frequency, currency, applicable taxes, amount due at the time of purchase, and renewal date or renewal frequency applicable to the selected Plan. The applicable cancellation method and refund terms are set out in Section 8. All such information will be made available to the Customer before the purchase is completed.

7.3. Payment methods and processors

The Customer must use a payment method made available by the Supplier, which may include payment through Stripe or another payment processor and, where expressly offered by the Supplier, bank transfer.

Where payment is made through a third-party processor, the Customer may also be subject to the processor's terms. The Supplier is responsible for the Services under these Terms, but the processor may be responsible for its payment-processing services, security, payment-method rules, card-network rules and technical payment errors within the processor's control.

8. Cancellation, Access After Cancellation and Refunds

8.1. Membership cancellation procedure

The Customer may cancel the membership by sending a cancellation request to the Customer Support Email. The Supplier will process cancellation requests without undue delay. A cancellation request received before the next scheduled recurring payment is processed will prevent that renewal and all subsequent recurring payments. Cancellation does not affect fees already paid for a completed or current paid Billing Period.

8.2. Effect of cancellation

The effective date of cancellation is:

(a) for a Monthly Plan, the end of the current paid Billing Period;
(b) for an Annual Plan paid in monthly instalments, the end of the current paid Billing Period; and
(c) for an Annual Plan paid in one payment, the end of the current annual membership period.

Cancellation stops future membership charges after the effective cancellation date. Until the applicable effective date, the Customer will retain access to the Services and Membership Benefits available under the selected Plan. The Supplier may suspend or terminate access earlier if the Customer breaches these Terms, misuses the Services, violates Community Rules, creates safety or legal risk, initiates a chargeback, or where earlier termination is permitted by applicable law.

8.3. Monthly Plan refunds

Monthly Plan fees are non-refundable once the applicable Billing Period begins, except where required by applicable law. Cancellation of a Monthly Plan stops future billing but does not entitle the Customer to a refund or credit for the current or a previous Billing Period.

8.4. Annual Plan refunds

Where the Customer pays an Annual Plan in monthly instalments, instalments paid for the current or any previous Billing Period are non-refundable. If the Customer cancels or fails to pay a future instalment, the Annual Plan will end

in accordance with Section 6.2, and the Customer will not be required to pay instalments for the remainder of the annual term, except for amounts already due and any amount payable under Section 6.3.

Where the Customer pays the Annual Plan fee in one payment and the Customer's cancellation takes effect before the end of the current annual membership period, the Supplier will refund the amount attributable to the complete unused months remaining after the effective cancellation date. The refund will be calculated by dividing the Annual Plan fee paid for the current annual membership period by twelve and multiplying that amount by the number of complete unused months, less:
(a) any actual, non-refundable payment-processing, bank fees incurred by the Supplier in relation to the Customer's payment or refund;
(b) any non-refundable third-party costs incurred or committed by the Supplier for the Customer;
(c) the disclosed value of any Membership Benefit or other membership Service already used or irrevocably reserved by the Customer; and
(d) any other unpaid amounts due to the Supplier.

Any approved partial refund cannot exceed the amount actually paid by the Customer.

8.5. Membership Benefits after cancellation, expiry or termination

When the Customer's membership ends or ceases to be active, any Membership Benefit not used or completed before that time is no longer available, except as provided in paragraph (b) or the applicable Additional Agreement. This means that:

(a) any Discount that has not yet been used may not be applied to a new purchase;
(b) access to a Bonus program that has not yet been used ends. However, if the Customer begins participating in an online Bonus program while the membership is active, the Customer may continue and complete that Bonus program without any additional charge after the membership ends upon expiry of the applicable Plan term. This exception does not apply if the membership is terminated earlier under these Terms; and
(c) if the Customer cancels the membership and the cancellation takes effect before the end of the applicable Plan term, the Customer may continue and complete the Bonus Program begun while the membership was active only after paying the part of its regular price proportionate to the portion of the Bonus Program remaining after the effective cancellation date.

The end of the membership does not, by itself, terminate a Separate Agreement for a product or service independently purchased by the Customer. That Separate Agreement remains in effect and continues to govern the separately purchased product or service.

8.6. Discontinuation by Supplier
The Supplier may discontinue Sincera or a Plan on reasonable notice. If the Supplier discontinues the Customer's paid membership during a paid period, the Supplier may offer the Customer a reasonably comparable substitute for the remaining paid period. If the Customer does not accept that substitute, the Supplier will provide a prorated refund of the unused portion of fees actually paid, unless applicable law requires another remedy.

9. Changes to Plans, Prices, Membership Benefits and Terms

9.1. Changes for new customers
The Supplier may change the Plans, prices, Services, Membership Benefits, delivery formats, Discounts, features, availability and other terms applicable to new Customers or new purchases at any time by updating the applicable Sincera plans page, checkout page, or these Terms. The terms applicable to a particular purchase are those made available to the Customer before the purchase is completed. Such changes will not retroactively reduce the material Services or Membership Benefits already purchased by an existing Customer for the current paid Billing Period or, in the case of an Annual Plan, the current annual membership period.

9.2. Material changes for existing Monthly Plan customers
For existing Monthly Plan customers, the Supplier will provide at least 30 days' notice before a material price increase or material reduction of paid Services or Membership Benefits takes effect, unless the change is required by law, relates to safety or security, is beneficial to the Customer, is immaterial, or is otherwise permitted by applicable law. The Customer may cancel the Monthly Plan before the change takes effect to avoid future charges.

9.3. Material changes for existing Annual Plan customers

For existing Annual Plan Customers, the Supplier will not materially increase the total price agreed for the *current* Annual Plan term. The Supplier will not materially reduce a core Service or Membership Benefit expressly included in that term, whether available immediately or scheduled to become available later, unless:
(a) the Supplier provides a reasonable substitute;
(b) the Customer agrees to the change;
(c) the change is required by law or relates to safety or security;
(d) the change is immaterial.

9.4. Notice of material change

A notice of material change to the Customer will identify the affected Plan, the current and revised price, Service or Membership Benefit, where applicable, the effective date, whether the change applies to the current Plan term or a future renewal term, and any applicable right to cancel, reject the change or prevent renewal, including the applicable method and deadline.

9.5. Updated terms and version records

Updated terms apply to renewals and purchases from the effective date stated in the applicable notice, subject to Sections 9.2 and 9.3. The Supplier will retain a dated copy of each material version of these Terms and will maintain a record of the version applicable to each purchase or renewal. The current version will be available at the Publication URL set out on the first page of these Terms.

10. Membership Benefits: Discounts and Bonus programs

10.1. Membership Benefit model

Membership Benefits consist exclusively of:
(a) Discounts; and
(b) Bonus programs.
A Membership Benefit is available only if it is expressly identified for the Customer's selected Plan in the applicable Current Membership Terms and Order Summary.

10.2. Discounts for separately purchased programs and services

A Discount is a member-only reduction of the price of a separately purchased Supplier program, event, course, retreat, expedition, coaching service or other service. A Discount does not itself purchase, reserve or guarantee participation in that separate program or service.

A Customer who wishes to purchase a separately offered program or service using a Discount must enter into a Separate Agreement with the Supplier and pay the applicable discounted price separately. The separately purchased program or service remains subject to availability, capacity, screening, eligibility requirements, scheduling, cancellation terms and other conditions set out in the Separate Agreement.

10.3. Bonus programs and Additional Agreements

The Bonus program is a program or service expressly included as a Membership Benefit under the Customer's active Sincera membership. Before participating in the Bonus program, the Customer and the Supplier will enter into an Additional Agreement for that Bonus program.

The Additional Agreement may set out the applicable schedule, participation requirements, screening, health and safety requirements, cancellation terms and other conditions specific to the Bonus program. It supplements these Terms and the active Sincera membership; it does not create a separately purchased program or service.

10.4. Active membership requirement

Membership Benefits may be used only while the Customer's Sincera membership is active and in good standing. When the membership is cancelled, expires, is terminated or ceases to be active because of non-payment, all unused Membership Benefits end in accordance with Section 8.

The financial consequences of a used Discount or Bonus program are governed exclusively by Section 6.3.

10.5. No cash value

Membership Benefits have no cash value, are personal to the Customer, are non-transferable, may not be redeemed for money or combined with other offers unless expressly permitted in writing by the Supplier.

11. Changes to Membership

11.1. Requests to change a Plan

The Customer may request an upgrade, downgrade or other change to a Plan using the method made available by the Supplier. A requested change takes effect only when the Supplier confirms it in writing or through the Customer's account. The confirmation will state the effective date, the applicable fees, the billing arrangements and any resulting changes to the Services or Membership Benefits.

11.2. Upgrades

An upgrade may take effect during the current Billing Period or from the next Billing Period, as confirmed by the Supplier. If an upgrade takes effect during a Billing Period, the Supplier will disclose before the upgrade takes effect the additional amount, if any, payable for the remainder of that Billing Period and the fee applicable to future Billing Periods. The upgrade takes effect only after the Customer accepts those charges. The upgraded Plan will thereafter be governed by the applicable Current Membership Terms.

11.3. Downgrades

A downgrade takes effect on the date confirmed by the Supplier. The Customer remains entitled to the Services and Membership Benefits included in the previous Plan until that date. A downgrade from an Annual Plan takes effect only at the end of the current Annual Plan term unless the Supplier expressly confirms an earlier effective date.

If the Customer downgrades to a Plan that does not include a particular Membership Benefit:

(a) any unused Discount ends on the effective date of the downgrade and may not be used for a new purchase after that date;

(b) any right to the Bonus program that has not been used or irrevocably reserved ends on the effective date of the downgrade, unless the applicable Additional Agreement expressly provides otherwise; and

(c) the consequences of a Membership Benefit that has been used or irrevocably reserved are governed by Section 6.3.

A downgrade does not entitle the Customer to a refund, credit or retroactive adjustment except as expressly provided in these Terms or required by applicable law.

11.4. No retroactive adjustment

A change to a Plan does not create a right to a refund, credit or retroactive adjustment for a completed or current Billing Period.

11.5. Pauses and freezes

A membership may be paused or frozen only if the Supplier expressly approves the pause or freeze in writing. The confirmation will state its start and end dates and its effect on the Plan term, billing and payment schedule, access to the Services, Membership Benefits, renewal date and cancellation deadlines. Unless the confirmation expressly states otherwise, a pause or freeze does not waive any payment obligation or extend the Plan term. Cancellation remains available in accordance with Section 8.

12. Digital Content, Platform Access and Community Access

12.1. Delivery of access

The Supplier may deliver Digital Content and Community access by website, platform, mobile application, email, private link, login credentials, messaging service, video-call platform, downloadable files or other reasonable electronic method.

12.2. Technical requirements

The Customer is responsible for having compatible devices, software, internet access and third-party accounts needed to use the Services. The Supplier is not responsible for failures of access caused by the Customer's equipment, internet connection, settings, third-party account restrictions.

12.3. Maintenance and outages

The Supplier may temporarily suspend or limit access for maintenance, security, updates, platform changes or technical reasons. The Supplier will use commercially reasonable efforts to restore access within a reasonable time. A short or immaterial interruption does not by itself entitle the Customer to a refund or credit.

12.4. Platform changes

The Supplier may replace or change the platform, community tool, meeting tool, hosting provider, file-storage location or other delivery method, provided that the Customer continues to receive a reasonably comparable method of access to the relevant paid Services.

13. Separately purchased programs and Bonus programs

13.1. Separately purchased programs and services

If the Customer wishes to purchase a Supplier program, event, retreat, expedition, ceremony, practice, coaching session, supervision session, intensive or other service that is not expressly offered as a Bonus program, the Customer must enter into a Separate Agreement and pay the applicable fee separately. That Separate Agreement governs the purchased program or service, including its scope, schedule, eligibility requirements, cancellation terms, refund terms and participation requirements.

13.2. Bonus programs

If a program or service is expressly offered to the Customer as a Bonus program, the Customer's participation is provided as a Membership Benefit under the Customer's active Sincera membership. Before participation, the Customer and the Supplier may enter into an Additional Agreement for that Bonus program. The Additional Agreement forms part of these Terms and may set out the applicable schedule, participation requirements, screening, health and safety procedures, cancellation arrangements and other program-specific terms.

An Additional Agreement for a Bonus program does not create a separately purchased service and does not replace the Customer's Sincera membership.

13.3. Screening and safety

For an activity that reasonably requires it, the Supplier may require the Customer to provide screening information, suitability confirmations, medical or wellbeing disclosures, signed waivers or additional safety acknowledgements, but only to the extent reasonably necessary for the relevant activity and subject to applicable privacy and human rights laws and the Supplier's Privacy Policy.

13.4. Order of precedence

If a Separate Agreement conflicts with these Terms in relation to the separately purchased program or service, the Separate Agreement governs that program or service to the extent of the conflict.

If an Additional Agreement conflicts with these Terms in relation to the Customer's participation in the Bonus program, the Additional Agreement governs that participation to the extent of the conflict. These Terms continues to govern the Customer's Sincera membership, including membership status, billing, cancellation and Membership Benefits, except where the Additional Agreement expressly provides otherwise.

14. Community Rules and Prohibited Conduct

14.1. Respectful participation

The Customer must participate respectfully and must not harass, threaten, defame, abuse, intimidate, exploit, spam, solicit, mislead or harm the Supplier, facilitators, contractors, employees or other participants.

14.2. Prohibited content

The Customer must not post, transmit, record, publish, share or distribute content that is unlawful, defamatory, invasive of privacy, discriminatory, hateful, obscene, sexually exploitative, violent, threatening, fraudulent, infringing, malicious, unsafe, promotional, or otherwise inconsistent with the purpose of the Community.

14.3. Confidentiality of other participants

The Customer must not disclose, record, publish or distribute other participants' personal information, stories, statements, images, voices or participation without their express permission and the Supplier's permission where applicable.

14.4. No recording

The Customer must not record, screenshot, transcribe, copy or publish live sessions, Community content, private messages, platform content or participant communications without the Supplier's prior written permission and, where applicable, the permission of affected participants.

14.5. Moderation

The Supplier may moderate, remove content, restrict access, suspend participation or terminate access where the Supplier reasonably believes that the Customer has violated these Terms, created safety risk, infringed rights, disrupted the Community or exposed the Supplier or participants to legal or reputational risk.

Where reasonably practicable, the Supplier will give the Customer notice and an opportunity to correct the issue before suspending or terminating access. This does not apply where immediate action is reasonably necessary to protect the safety, privacy or rights of a person, to comply with law, or to prevent material harm.

14.6. No refund following termination for prohibited conduct

If the Supplier terminates the Customer's access under Section 14.5 because of material or repeated prohibited conduct, the Customer is not entitled to a refund.

15. Educational, Coaching and Health-Related Disclaimers

15.1. Educational and coaching nature

The Services are provided for informational, self-educational, coaching and personal-development purposes. They are not intended to diagnose, treat, cure, prevent or manage any disease, disorder, mental-health condition, medical condition or crisis.

15.2. No psychotherapy, counselling or medical care

The Supplier does not provide regulated medical, healthcare, psychotherapy, psychological, psychiatric, counselling, crisis-intervention or emergency services under these Terms. The Services are not a substitute for professional medical, psychiatric, psychological, psychotherapeutic or counselling advice or care.

15.3. No crisis service

Sincera is not a crisis service. If the Customer may be at risk of self-harm, harm to others, medical emergency, mental-health crisis or other emergency, the Customer must immediately contact local emergency services, a crisis line or an appropriately licensed professional.

15.4. No guaranteed results

The Supplier does not guarantee any specific outcome, including a financial, business, health, emotional, relationship, personal, educational or other result from the Services.

15.5. Voluntary participation

Participation in any activity, exercise, discussion, practice, reflection, group meeting or other element of the Services is voluntary. The Customer may pause, modify, decline or stop participation if the Customer feels unwell, unsafe, overwhelmed or unsure.

15.6. Customer responsibility

The Customer remains responsible for the Customer's own decisions, wellbeing, health, safety, professional support, financial decisions, personal choices and use of information received through the Services.

16. Intellectual Property and Confidentiality

16.1. Supplier Materials

All Digital Content, materials, recordings, frameworks, methods, names, branding, text, graphics, video, audio, platform content, community content, documents, templates and other content provided by or on behalf of the Supplier are owned by the Supplier or its licensors, except where expressly stated otherwise.

16.2. Limited personal licence

During the active membership and subject to these Terms, the Customer receives a limited, personal, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Services and Digital Content for the Customer's own personal, non-commercial use.

16.3. Restrictions

The Customer must not copy, reproduce, record, distribute, publish, transmit, sell, license, sublicense, share, scrape, train artificial-intelligence systems on, create derivative works from, make available to third parties, or commercially exploit the Supplier's content without the Supplier's prior written permission.

16.4. Access credentials

The Customer must not share login credentials, private links, materials or member-only access with any other person.

16.5. Confidentiality

The Customer must keep confidential all non-public information received through the Services, including member-only materials, Community discussions, facilitator guidance, participant information, private links, Membership benefits and other non-public information.

16.6. Remedies

The Customer acknowledges that unauthorized copying, sharing or disclosure of Supplier Materials or confidential information may cause harm that cannot be fully compensated by monetary damages. The Supplier may seek injunctive relief and damages and may suspend or terminate the Customer's access in accordance with these Terms, in addition to any other remedies available under applicable law.

17. Privacy, Personal Information, Communications and Promotional Materials

17.1. Privacy policy

The Supplier collects, uses, discloses, retains and safeguards personal information in accordance with its Privacy Policy, any privacy notice presented at checkout and applicable privacy laws. The Supplier will make the Privacy Policy available before purchase.

17.2. Service communications

The Customer agrees that the Supplier may send transactional and service-related communications, including purchase confirmations, receipts, access instructions, account notices, renewal notices, cancellation confirmations, payment notices, security notices and material service updates.

17.3. Marketing communications

The Supplier may send promotional electronic messages only where it has Customer's consent or another lawful basis to do so. Where the Supplier requests express marketing consent at checkout, that consent will be requested separately from mandatory agreement acceptance. The Customer may unsubscribe from promotional electronic messages using the unsubscribe mechanism included in those messages.

17.4. Sensitive information

If the Supplier requests health, wellbeing, emergency-contact, screening or other sensitive information for a specific program, event, practice or activity, the Supplier will identify the purpose of collection and use that information only for that identified purposes and as otherwise permitted by applicable law.

17.5. Third-party platforms and service providers

The Supplier may use third-party platforms, payment processors, email services, video-conference tools, community tools and hosting providers. The Supplier may also engage independent contractors, instructors, facilitators, coaches, consultants, moderators and other third-party service providers to deliver or support all or part of the Services on the Supplier's behalf. The Supplier remains the Customer's contractual provider, and these Terms continues to apply to those Services.

In connection with providing or supporting the Services, those third parties may process the Customer's personal information to the extent reasonably necessary for that purpose, in accordance with applicable privacy laws, the Supplier's Privacy Policy and, where applicable, the third party's own privacy policy.

17.6. Promotional use of images, recordings and testimonials featuring the Customer

Unless the Customer opts out in accordance with this Section, the Customer authorizes the Supplier to photograph, film, record and use the Customer's name, image, voice, likeness, testimonial and other materials created or provided in connection with the Services (the "Promotional Materials") to promote the Supplier, Sincera and the Supplier's related programs and services, including on websites, social-media accounts, newsletters and other promotional materials.

The Customer may opt out before a Promotional Material is created or withdraw this authorization for future promotional use at any time by giving written notice to the Supplier. The Supplier will take reasonable steps to remove the Promotional Materials from its websites, social-media accounts and ongoing advertising. The opt-out or withdrawal does not affect use or disclosure made before it took effect, and the Supplier is not required to retrieve or remove Promotional Materials that have already been printed, distributed or published by a third party outside the Supplier's reasonable control. Opting out does not affect the Customer's access to the Services.

This authorization applies only to the extent permitted by applicable law.

18. Payment Due, Failed Payments and Chargebacks

18.1. Payment due in advance

Membership fees are payable in advance for the applicable Billing Period unless the Order Summary states otherwise.

18.2. Failed payments

If a payment fails, is reversed or cannot be processed, the Supplier may attempt to process the payment again, notify the Customer and request updated payment information. If the payment is not remedied, the Supplier may suspend access to the Services.

18.3. Chargebacks and payment disputes

If the Customer initiates a chargeback or payment dispute, the Supplier may suspend access while the dispute is pending and may provide records reasonably necessary to respond to the dispute, including records of the transactions, the Customer's acceptance of these Terms, access provided and Services delivered, to the payment processor, card network, bank or other dispute-resolution body.

18.4. Third-party payment charges

The Customer is responsible for any bank, card-issuer, currency-conversion or other third-party charges imposed by the Customer's financial institution or payment provider.

19. Limitation of liability and Force Majeure

19.1. Reasonable skill and care

The Supplier will provide the Services with reasonable skill and care, subject to the nature of the Services, online platform availability, third-party services and the Customer's cooperation.

19.2. Possible unavailability of services

To the maximum extent permitted by applicable law, the Supplier does not guarantee that the Services will be uninterrupted, error-free, available at all times, compatible with every device or platform, or suitable for a particular purpose or outcome not expressly stated in these Terms.

19.3. Liability cap

To the maximum extent permitted by applicable law, the Supplier's aggregate liability arising out of or relating to the Services or these Terms will not exceed the fees actually paid by the Customer for the Sincera membership during the three months preceding the event giving rise to the claim, or CAD $500, whichever is greater.

19.4. Excluded damages

To the maximum extent permitted by applicable law, the Supplier is not liable for indirect, incidental, consequential, special, exemplary or punitive damages, loss of profits, loss of opportunity, loss of goodwill, business interruption, data loss or similar losses.

19.5. Non-excludable liability

Nothing in these Terms excludes or limits liability for fraud, fraudulent misrepresentation, wilful misconduct or any other liability that cannot lawfully be excluded or limited, including liability for personal injury caused by negligence to the extent that such limitation is prohibited by applicable law.

19.6. Force Majeure

Neither the Supplier nor the Customer will be liable for any delay or failure to perform its non-payment obligations under these Terms to the extent caused by an event beyond its reasonable control, including a natural disaster, fire, flood, epidemic, war, terrorism, civil unrest, government action, change in law, labour disruption, power or telecommunications failure, cyberattack, or failure of a third-party platform or service provider not caused by that party.

The affected party will use reasonable efforts to limit the effects of the event and resume performance. The Supplier may reschedule, temporarily suspend, change the delivery format of, or provide a reasonable substitute for the affected Services.

20. Complaints, Notices and Electronic Records

20.1. Complaints

The Customer may submit a complaint, question, cancellation request or other notices to the Supplier using the Customer Support Email identified in these Terms. The Supplier will use reasonable efforts to respond within a reasonable time, taking into account the nature of the request.

20.2. Notices to the Customer

The Supplier may send notices to the Customer using the email address, account, platform, messaging channel or other contact information provided by the Customer or used in the Customer's interactions with the Supplier.

20.3. Electronic records

The Customer agrees that electronic records, including acceptance records, timestamps, payment records, email confirmations, account logs, version records and access logs may be used as evidence of acceptance, payment, access, cancellation, communications and performance of the Services.

20.4. Acceptance and transaction records

The Supplier will maintain records reasonably necessary for legal, compliance, audit and customer-support purposes, including the version of these Terms and the applicable Current Membership Terms, the Order Summary, the Customer's acceptance record, date and time of acceptance, Customer email or account identifier, selected Plan, Billing Period, amount, currency, recurring-payment authorization and, where available, the payment-processor reference.

21. Governing Law and Dispute Resolution

21.1. Governing law

These Terms and any non-contractual obligations arising out of or relating to it are governed by the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

21.2. Good-faith resolution

The Supplier and the Customer shall first use good-faith efforts to resolve any dispute arising out of or relating to these Terms. Nothing in this Section prevents either the Supplier or the Customer from seeking urgent interim or injunctive relief where necessary to protect safety, confidentiality, intellectual property or other legal rights.

21.3. Forum

Subject to any non-waivable jurisdiction rights available to a consumer under applicable law, the courts of the Province of Ontario sitting in Toronto have jurisdiction over any dispute arising out of or relating to these Terms.

22. Miscellaneous

22.1. Entire agreement

These Terms, the Order Summary, the applicable Current Membership Terms, the Privacy Policy and any Additional Agreement accepted by the Customer constitute the entire agreement between the Supplier and the Customer in

relation to the Customer's Sincera membership and any Bonus program. They supersede all prior discussions, understandings and representations relating to those matters.

22.2. Severability

If any provision of these Terms are invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by applicable law and, if necessary, limited or severed only to the minimum extent required. The remaining provisions will continue in effect.

22.3. Assignment and no transfer by the Customer

The Customer may not transfer, assign or share these Terms, the membership, account access or any Membership Benefit with another person without the Supplier's prior written consent.

The Supplier may assign these Terms to an affiliate, successor, purchaser of its business or assets, or in connection with a merger, restructuring or similar corporate transaction, provided that the assignment does not materially reduce the Customer's non-waivable rights under applicable law.

22.4. No waiver

A failure or delay in enforcing any provision is not a waiver of that provision.

22.5. Survival

Provisions that by their nature are intended to continue after cancellation, expiry or termination of the membership will survive, including provisions relating to intellectual property, confidentiality, payment obligations already due, liability, dispute resolution, governing law and any remedies available under these Terms or applicable law.

22.6. Language

These Terms are prepared in English. If a translation is provided, the English version controls unless applicable law requires otherwise.

Schedule A - Current Sincera Membership Terms

This Schedule forms part of the Sincera Online Subscription Terms and sets out the current membership plans, pricing, billing options, benefits, material limits, exclusions and Special Conditions applicable to Sincera memberships while this version is effective.

A1. Schedule Information

Current Terms URL	https://coachingprograms.exponentialcoachingacademy.com/sincera-journeys / https://coachingprograms.exponentialcoachingacademy.com/sincera-pro
Version	SINCERA-10/2026
Effective Date	15.10.2026
Currency	As stated in the Order Summary
Tax treatment	As stated in the Order Summary
Applicable language	English
Product	Sincera online membership subscription

A2. Purpose, Scope and Order of Application

This Schedule is the commercial plan schedule for Sincera. It identifies the membership plans generally available under the current version, the benefits that may be selected by the Customer, and the principal limits that apply to those benefits. The Customer receives only the plan, billing cycle, price, benefits and Special Conditions selected and confirmed in the Order Summary.

If the Order Summary contains Customer-specific details that differ from this Schedule, the Order Summary prevails for those Customer-specific details for the selected purchase, including the selected plan, price, billing cycle, amount due today, recurring amount, taxes, renewal date or billing frequency, and selected optional items. The main Agreement prevails for the legal terms of the membership, including acceptance, recurring billing, cancellation, refunds, liability, privacy, intellectual property, dispute resolution and consumer-rights protections.

A3. General Membership Model

Sincera is an online subscription membership available with monthly billing, annual billing or both, depending on the plan shown at checkout. Four membership plans may be offered. A plan or benefit is available to the Customer only if it is displayed before purchase, selected by the Customer and confirmed in the Order Summary.

All Special Conditions, discounts, bonuses, member-only prices, community access, digital-content access, annual-only benefits and other access rights are available only while the Customer's membership is active and in good standing, unless this Schedule, the Order Summary or a separate agreement expressly states otherwise.

A4. Plan Availability and Eligibility

Plans, prices, bonuses, discounts and Special Conditions may be limited by language, location, cohort, launch period, capacity, payment method, eligibility criteria, account status, jurisdiction or other disclosed requirements. The Supplier is not required to provide any plan, price, discount, bonus or benefit that was not available to the Customer at checkout or was not confirmed in the Customer's Order Summary.

The Supplier may offer promotional, pilot, founder, cohort, corporate, affiliate or jurisdiction-specific pricing or benefits. Such pricing or benefits apply only where expressly offered to the Customer and confirmed in the Order Summary or other written confirmation from the Supplier.

A5. Plan Comparison Matrix

Plans 1 and 2

Plan Detail	Plan 1	Plan 2
Plan name	**Sincera Journeys**	**Sincera Pro Platinum**
Monthly billing available	Yes	Yes
Monthly price	As stated in the Order Summary	As stated in the Order Summary
Annual Plan available	Yes	Yes
Total Annual Plan price	As stated in the Order Summary	As stated in the Order Summary
Annual Plan payment schedule	As stated in the Order Summary	As stated in the Order Summary
Number and amount of instalments	As stated in the Order Summary	As stated in the Order Summary
Auto-renewal	As stated in Order Summary	As stated in Order Summary
Included live activities	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-journeys	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro
Digital content / materials access	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-journeys	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro
Community / group access	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-journeys	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro
Recordings access	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-journeys	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro
Member-only prices / discounts	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-journeys	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro
Annual-only bonuses	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-journeys	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro
Support / communication channel	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-journeys	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro
Access after cancellation	Until end of paid period unless these Terms, Order Summary or applicable law states otherwise	Until end of paid period unless these Terms, Order Summary or applicable law states otherwise
Key exclusions	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-journeys	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro

Material limits	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-journeys	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro

Plans 3 and 4

Plan Detail	Plan 3	Plan 4
Plan name	**Sincera Pro Basic**	**Sincera Pro Elite**
Monthly billing available	Yes	Yes
Monthly price	As stated in the Order Summary	As stated in the Order Summary
Annual Plan available	Yes	Yes
Total Annual Plan price	As stated in the Order Summary	As stated in the Order Summary
Annual Plan payment schedule	As stated in the Order Summary	As stated in the Order Summary
Number and amount of instalments	As stated in the Order Summary	As stated in the Order Summary
Auto-renewal	As stated in Order Summary	As stated in Order Summary
Included live activities	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro
Digital content / materials access	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro
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Member-only prices / discounts	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro
Annual-only bonuses	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro
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Access after cancellation	Until end of paid period unless these Terms, Order Summary or applicable law states otherwise	Until end of paid period unless these Terms, Order Summary or applicable law states otherwise
Key exclusions	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro
Material limits	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro	As specified in the applicable Current Membership Terms https://coachingprograms.exponentialcoachingacademy.com/sincera-pro

A6. Pilot-Mode Changes and Version Control

Sincera may be offered in pilot mode. Subject to these Terms and applicable law, the Supplier may change plan composition, prices, bonuses, discounts, special prices, available products, activities, access rights, platforms, delivery methods, schedules and features. For existing members, material price increases or material reductions of paid benefits will be handled in accordance with Section 9 of these Terms, including at least 30 days' notice where required under these Terms.

This version of Schedule A applies to purchases and renewals made while it is effective. Changes to Schedule A apply subject to Section 9 of these Terms, any protection for existing paid billing periods, and applicable law. The Supplier may keep records of prior versions and may identify the applicable version in the Order Summary, confirmation email, account record or acceptance record.