INSTITUTE OF METACOGNITIVE PROGRAMMING

CLIENT PROGRAM AND PARTICIPATION TERMS

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Provider	INSTITUTE OF METACOGNITIVE PROGRAMMING INC.

These Terms govern the online purchase and participation described in the completed Schedule 1 at the end of this document.

Provider

INSTITUTE OF METACOGNITIVE PROGRAMMING INC., an Ontario corporation, 20 Camellia Drive, Richmond Hill, ON L4B 4H5, Canada ("IMCP" or the "Company").

How the offer is accepted

Before paying, the purchaser identified in the checkout (the "Payer") can review these Terms, the completed Program Details in Schedule 1, and the total price, and can correct order errors. By actively selecting the acceptance checkbox and completing payment, the Payer offers to purchase the selected Program on those terms. IMCP accepts the order when it sends written order confirmation. The confirmation records the Program, price, purchaser, applicable version of these Terms and Schedule 1. If IMCP declines the order after collecting payment, it will promptly refund the payment. No handwritten signature is required. Where a Participant is different from the Payer, the Participant must separately accept the provisions applicable to that Participant before gaining access; payment by the Payer does not substitute for the Participant's acceptance.

A copy of the applicable Terms, completed Schedule 1 and order confirmation will be sent in a form that can be saved and retained. IMCP records the version accepted, the checkout selection, order details, payment and timestamps. Mandatory consumer rights are preserved.

Parties and scope

The Payer is the person or legal entity identified at checkout and is responsible for Fees and other payment obligations. The Participant is each person identified in the registration and onboarding records as entitled to participate. If the Payer attends, that person acts in both capacities. Each Participant is personally responsible for the obligations applying to participation, including safety, conduct, confidentiality, intellectual property and use of materials. IMCP and the Payer become bound when IMCP accepts the online order; a different Participant becomes bound upon separate electronic acceptance.

These Terms include the main provisions and the completed Schedule 1 for the specific purchase. The terms in Schedule 1 apply only to the Program or Retreat stated there; the published website template does not itself identify an individual purchase.

1. Definitions and Interpretation

1.1 Terms and order details.

These Terms consist of the main provisions and completed Schedule 1, which forms part of the terms accepted for the particular purchase.

1.2 Key definitions.

"Program" means the specific online program, service, session package, digital offering or other related service identified in Schedule 1.

"Program Materials" means all materials, content, recordings, workbooks, manuals, videos, slides, exercises, prompts, methods, frameworks, assessments, practices and other content made available in connection with the Program.

“Session” means any individual or group meeting, call, coaching or supervision session, class, facilitated practice, workshop or other live online activity forming part of the Program.

"Start Date" means the date on which the Program begins, access is granted, the first Session occurs, or the event starts, as stated in Schedule 1.

"Fees" means the fees, deposits, instalments and other amounts payable by the Payer to IMCP as set out in Schedule 1.

"Mandatory Consumer Laws" means consumer protection, electronic contracting, privacy and other laws that apply to these Terms and cannot be excluded or varied by contract.

"Included Components" means the Sessions, services, access, Program Materials, recordings, support, certificates and other components expressly identified as included in Schedule 1.

1.3 Order of precedence.

If Schedule 1 expressly identifies a Program-specific term that conflicts with the main body of these Terms, Schedule 1 prevails only to the extent of that specific conflict. In all other respects, the main body of these Terms prevails. Nothing in these Terms limits rights that cannot be waived under Mandatory Consumer Laws.

2. Subject of these Terms and Program Scope

2.1 Program delivery.

IMCP shall provide the Program described in Schedule 1. The Payer shall pay the Fees, and each Participant shall comply with the provisions of these Terms applicable to the Participant. IMCP is not required to provide any service unless it is expressly included in Schedule 1 or confirmed in writing by IMCP.

2.2 Program category and program-specific terms.

Schedule 1 must identify the applicable Program category or categories and set out the commercial and delivery terms applicable to the specific Program. The Program categories covered by these Terms are: online courses or educational programs; individual or group coaching or supervision; subscriptions or memberships; and other online programs or services provided by IMCP. Depending on the nature of the Program, Schedule 1 may include the Program name, delivery dates or access period, delivery format and language, Included Components, Fees and applicable taxes, payment schedule, and other Program-specific details.

2.3 No reliance outside these Terms.

Only the descriptions, commitments and commercial terms expressly set out in these Terms and Schedule 1 form part of the contractual offer. General website copy, sales calls, social media content, presentations, testimonials, examples, case studies, informal messages and marketing materials are illustrative only and do not create a guarantee, warranty, promise of outcome or additional contractual obligation. Nothing in this clause limits any right or remedy of the Payer or Participant arising from misrepresentation, an unfair practice or any other matter that cannot lawfully be excluded or limited.

3. Nature of IMCP Services and Professional Boundaries

3.1 Nature of services.

IMCP provides coaching, facilitation, training, supervision, educational, experiential and related personal-development services. The Program does not constitute psychotherapy, psychological services, counselling, medical treatment, diagnosis, a health-care service or any other regulated professional service.

3.2 No diagnosis or treatment.

Nothing in the Program, Program Materials, Sessions, digital tools, AI outputs, recommendations, exercises or facilitator statements constitutes or replaces medical diagnosis, treatment, prevention or cure of any physical or mental health

condition. Each Participant remains responsible for obtaining appropriate advice or care from a qualified professional where appropriate.

3.3 No crisis or emergency service.

The Program is not a crisis, emergency, suicide-prevention, medical, psychiatric or urgent-support service. If the Participant experiences a medical or mental-health emergency, or if there is a risk of harm to the Participant or another person, the Participant must contact local emergency services, a crisis line or a qualified health professional immediately.

3.4 Suitability and professional care.

The Participant should not discontinue, delay or change any medical, psychiatric, psychological or therapeutic treatment because of the Program. Where the Participant has a diagnosed condition, receives treatment, takes medication, is pregnant, has a history of severe mental-health symptoms, or has any physical or emotional concern relevant to participation, the Participant must consult their qualified provider before participating in any intensive, body-based, breathwork, or emotionally intensive Program. IMCP is not responsible for the physical and mental state of the Participant. By entering into these Terms, the Participant confirms the absence of any physical or mental contraindications, as well as their personal intention and legal capacity to receive the Company's services.

3.5 Delivery personnel and boundaries.

IMCP may deliver the Program through its employees, contractors, facilitators, coaches, assistants, subcontractors or other service providers within the coaching, facilitation, training, supervision, self-educational or experiential scope of the Program. They do not act as regulated health professionals.

4. No Guaranteed Outcomes

4.1 No guaranteed results.

Results from any Program depend on the Participant's personal circumstances, effort, participation, timing, readiness, choices and external factors outside IMCP's control. IMCP does not guarantee any personal, emotional, psychological, relational, spiritual, educational, professional, business, financial, health or lifestyle outcome.

4.2 Testimonials and examples.

Testimonials, stories, examples, demonstrations, case studies and references to Participant experiences are individual examples only and are not a promise that the Participant will experience the same or similar results.

4.3 Client responsibility.

The Participant is responsible for their own decisions, actions, implementation, participation level, wellbeing and use of Program Materials. Any exercises, suggestions or practices are for educational and self-development purposes and may be followed, modified or declined by the Participant at the Participant's discretion and responsibility. Subject to any applicable safety instructions, the Participant may pause, modify or decline an exercise, suggestion or practice.

4.4 Claims control.

IMCP will communicate the nature, content and material benefits of the Program accurately, fairly and without making false or misleading representations. If IMCP becomes aware that a material statement made before purchase was inaccurate or inconsistent with these Terms or Schedule 1, IMCP will take reasonable steps to correct or clarify that statement. No facilitator, employee, contractor, agent or other representative of IMCP is authorized to promise or guarantee any specific result, professional recognition, medical effect or other outcome beyond the express written terms of these Terms and Schedule 1. Nothing in this clause limits any right or remedy arising from a false or misleading representation, an unfair practice or any matter that cannot lawfully be excluded or limited.

5. Eligibility, Suitability, Self-Screening and Wellbeing

5.1 Age and legal capacity.

Each Participant, and each Payer who is an individual, must be at least 18 years old, or the age of majority in that person's jurisdiction if higher, and must have the legal capacity to accept the obligations applicable to that person under

these Terms. If the Payer is a company or other legal entity, its representative confirms that they are authorized to enter into these Terms on the Payer's behalf.

5.2 Information accuracy.

The Payer and each Participant must provide accurate, complete and current information reasonably requested by IMCP in connection with the purchase, registration, onboarding, delivery of or participation in the Program. The Payer must promptly update any information that may materially affect payment, communications or Program delivery. Each Participant must promptly inform IMCP of any limitation or safety concern reasonably relevant to safe participation.

IMCP will not require a Participant to provide more health or wellbeing information than is reasonably necessary to assess safe participation. Any such information will be handled in accordance with Section 15 and the Privacy Policy.

5.3 Suitability self-screening.

Before participating in online breathwork, body-based or movement practices, intensive coaching, emotionally intensive group work or another activity requiring additional safety review, each Participant must consider whether any condition or circumstance may affect safe participation.

If so, or if the Participant is unsure, the Participant must not take part in the relevant activity without appropriate advice from a qualified professional and must inform IMCP of the relevant limitation or safety concern. IMCP may require a self-screening confirmation or professional clearance where reasonably necessary.

5.4 Safety-based refusal, modification or pause.

IMCP may refuse enrolment, pause or modify participation, require the Participant to refrain from a practice, require professional clearance, or end participation where IMCP reasonably considers that the Program or activity may be unsuitable or unsafe for the Participant or others, or where the Participant has not provided required information. IMCP will apply this clause in good faith, for safety and Program-integrity reasons, and without unlawful discrimination.

5.5 Non-disclosure.

If the Participant withholds material information, provides inaccurate information, participates contrary to medical or other qualified professional advice, or fails to disclose a condition or circumstance relevant to safe participation, the Participant accepts the risks arising from that non-disclosure to the maximum extent permitted by law.

5.6 Mental Health Conditions and Suitability.

The Participant acknowledges that certain Programs, including intensive personal-development work, breathwork, body-based practices, ceremonies, retreats, group processes or emotionally sensitive formats, may not be suitable for every person.

The Participant must disclose any psychological, psychiatric, emotional, medical or physical condition, diagnosis, medication, treatment history or current circumstance that may reasonably affect safe participation, including any history of psychosis, schizophrenia, bipolar disorder, dissociation, severe anxiety or depression, suicidal ideation, psychiatric hospitalization or acute mental-health crisis.

IMCP may, where reasonably necessary for health, safety or Program-integrity reasons, request additional information or appropriate professional clearance, modify or pause participation, require the Participant to refrain from a particular activity, decline admission or end participation. IMCP will consider reasonable modifications to participation where required by applicable law.

If a Participant withholds material safety information, provides materially inaccurate information, participates contrary to medical or other qualified professional advice, or takes part in an activity after IMCP has reasonably advised against it, the Participant accepts responsibility for the risks arising directly from that conduct, to the extent permitted by applicable law.

6. Fees, Deposits, Taxes and Payment

6.1 Fees.

The Fees, currency, any applicable taxes are set out in Schedule 1. The price presented in Schedule 1 must include all mandatory fees and charges payable to IMCP for the Program, other than government-imposed taxes or charges disclosed as such.

6.2 No undisclosed compulsory fees.

IMCP will not add undisclosed compulsory fees after the Payer has accepted these Terms or paid the Fees. Any optional extra or third-party fee is payable only if it is stated in Schedule 1 or otherwise disclosed to and accepted by the Payer before payment.

6.3 Taxes.

Schedule 1 states whether the Fees are inclusive or exclusive of applicable taxes. Where Canadian GST/HST applies, it will be identified on the invoice or receipt. The Payer is responsible for bank, payment-provider, card-issuer or currency-conversion charges outside IMCP's control.

6.4 Deposits.

Where IMCP offers a deposit, Schedule 1 will state the deposit amount, the immediate-access program, content or service included with the deposit, and the amount, if any, that may be applied as a credit toward an eligible future Program (the "Deposit Credit").

Except as required by Mandatory Consumer Laws, the deposit is non-refundable once IMCP has made the immediate-access program, content or service available, whether or not the Payer uses it. Any unused Deposit Credit expires twelve (12) months after the date of payment and cannot be redeemed for cash.

6.5 Payment plans.

Where Schedule 1 permits payment by instalments, the Payer must pay the Fees by the stated due dates. The Payer remains responsible for the full Fees, subject to the cancellation and refund rules in these Terms and Mandatory Consumer Laws.

6.6 Failed payments.

If a payment is not received by its due date, IMCP may notify the Payer, suspend access to the Program or participation in it, and require payment within a reasonable cure period stated in the notice. If payment is not made within that period, IMCP may terminate the Payer's or Participant's access to the Program. The Payer remains responsible for all Fees properly due under these Terms, subject to Section 7 and Mandatory Consumer Laws.

7. Cancellation and Refund

7.1 Mandatory consumer rights.

Nothing in these Terms excludes, limits or varies any non-waivable rights or remedies that the Payer or Participant has under Mandatory Consumer Laws, including applicable consumer cancellation rights, internet-agreement rights, unfair-practice remedies or statutory withdrawal rights. Where such rights apply, they prevail over any stricter term of these Terms.

7.2 Cancellation and withdrawal.

A Payer may cancel an enrolment, and a Participant may withdraw from the Program, at any time by giving written notice to IMCP. The cancellation or withdrawal takes effect when IMCP receives the notice and ends access to any remaining part of the Program.

Except as expressly approved in writing by IMCP under Section 7.4, a cancellation by the Payer or withdrawal by the Participant does not itself entitle the Payer or Participant to a refund, credit, transfer, exchange for another IMCP Program or reduction of unpaid Fees.

IMCP is not required to refund or credit any Fees for a Session, Program Materials, digital content, access or other Included Component that IMCP delivered or made available before the cancellation or withdrawal took effect, whether

or not the Participant used, accessed or attended it. Cancellation or withdrawal does not release the Payer from payment obligations under these Terms. This clause does not affect a Deposit Credit expressly provided under Section 6.4.

7.3 Missed sessions and late cancellation.

The Participant must give IMCP at least twenty-four (24) hours' notice before cancelling or rescheduling a scheduled Session. If the Participant does not give that notice, the Session will be treated as provided at the scheduled time. No refund, credit or replacement Session will be provided, except where required by Mandatory Consumer Laws.

7.4 Transfer of funds to another program.

The Payer or a Participant may request that amounts paid under these Terms be transferred or applied as a credit toward another IMCP program, session, package or service. Any such transfer is not automatic and requires IMCP's prior written approval and the Payer's or Participant's written agreement. If approved, the transferred amount will be applied only in the manner and within the period confirmed by IMCP in writing. Any price difference, administrative cost,

third-party supplier cost, tax adjustment or other amount required for the new program will be the Payer's responsibility, unless otherwise agreed in writing. A transfer of funds does not create a right to a cash refund.

7.5 Refund processing.

Where a refund is required under these Terms or Mandatory Consumer Laws, IMCP will process it within fourteen (14) calendar days after the refund becomes due. Any refund will be made to the original payment method where reasonably possible.

For the purpose of this clause, a refund is treated as made on the date IMCP sends the payment, not the date on which the funds are received by the Payer. To the extent permitted by Mandatory Consumer Laws, IMCP may deduct from a refund any non-refundable payment-processing, bank-transfer or other third-party transaction charges actually incurred by IMCP in receiving or returning the payment.

7.6 Chargebacks and payment disputes.

The Payer should contact IMCP first to resolve any billing issue. If the Payer initiates a chargeback while access to the Program continues, IMCP may suspend access while the dispute is investigated.

8. Changes, Rescheduling, Cancellation by IMCP and Force Majeure

8.1 Reasonable changes.

IMCP may make reasonable changes to curriculum, schedule, sequence, facilitator, platform, format, Session structure, Program materials where the change does not materially reduce the overall value of the Program.

8.2 Material changes.

If IMCP makes a material adverse change to the Program before delivery, IMCP will notify the Participant and offer, where required by law, a comparable alternative, rescheduled delivery, service credit or refund for the materially undelivered components.

8.3 Cancellation by IMCP.

Except where Section 8.4 applies, if IMCP cancels the Program or a material remaining part of it for reasons not caused by a breach of these Terms, non-payment, unsafe conduct, material non-disclosure or another act or omission of the Payer or Participant, IMCP will promptly notify the Payer and the applicable Participant.

The Payer may elect one of the following remedies:

(a) rescheduled delivery or a comparable alternative Program, subject to availability and acceptance by the Payer and, where applicable, the Participant;

(b) a transfer or service credit toward another IMCP Program in accordance with Section 7.4; or

(c) a refund in accordance with Section 7.5.

If IMCP cancels before delivering or making available any Included Component, the refund or credit will equal all amounts paid for the cancelled Program. If IMCP cancels after delivery has begun, the refund or credit will be limited to

the Fees actually paid that are reasonably attributable to the Included Components not delivered or made available. The Payer will not be required to pay Fees attributable to that undelivered portion.

8.4 Force majeure.

Neither Party is liable for failure or delay caused by events beyond its reasonable control, including natural disasters, epidemic or pandemic events, governmental action, war, civil unrest, labour disruption, supplier failure, venue closure, utility or network failure, or safety emergencies. If a force-majeure event prevents material delivery of the Program, IMCP will use reasonable efforts to reschedule delivery, or provide a comparable alternative. If neither option is reasonably available, IMCP will refund, in accordance with Section 7.5, the Fees actually paid for the undelivered part of the Program, subject to Mandatory Consumer Laws.

9. Delivery, Attendance, Scheduling and Access

9.1 Attendance and participation.

The Participant is responsible for attending Sessions on time, preparing as reasonably requested, maintaining access to the required technology and participating respectfully. Where IMCP has made the applicable Session, access or Program component available as agreed, the Participant's failure to attend, unused access or incomplete participation does not entitle the Payer or Participant to a refund

9.2 Access period.

For online courses, digital content, subscriptions, recordings, and online platforms Schedule 1 should state the access period. Unless Schedule 1 expressly states otherwise, access ends when that period expires.

9.3 Immediate access to digital materials.

Where the Program includes immediate access to digital materials, recordings, online content or platform resources, IMCP may provide access after the Payer has accepted these Terms and made the payment due at enrolment and, where applicable, after the Participant has separately accepted these Terms in accordance with Section 20.

10. Certificates and completion confirmation

10.1 Limited Purpose of Certificates.

If the Program includes a certificate, designation, completion badge, assessment result or other completion confirmation (each, a "Certificate"), it confirms only that the Participant has completed IMCP's stated requirements for that specific Program. A Certificate does not confirm professional competence, suitability to provide services to others, or any outcome beyond the stated IMCP context.

10.2 No Accreditation, Licence or Professional Credential.

Unless Schedule 1 expressly states otherwise, IMCP does not represent that it, the Program or any Certificate is accredited, licensed, approved, endorsed or formally recognized by a governmental authority, educational accrediting body, professional regulatory body or third-party certification body. A Certificate is not a degree, diploma, regulated professional licence, government-recognized qualification, continuing-education credit, authorization to use a protected title or authorization to provide regulated services.

10.3 Use of Certificates by Participant.

The Participant is solely responsible for any use, presentation, publication, reliance on or representation of a Certificate after completing the Program. The Participant must not state or imply that a Certificate is accredited, government-recognized, professionally regulated or authorizes the Participant to provide any regulated service, use a protected title or guarantee any level of professional competence, unless that statement is expressly confirmed by IMCP in writing.

To the maximum extent permitted by applicable law, IMCP is not responsible for any decision, representation, claim, loss or liability arising from the Participant's use of, reliance on or representation of a Certificate after its issue.

11. Online Experiential Practices

11.1 Practice description.

Where the Program includes online psycho-sensory theatre, breathwork, body-based work, movement, sound, meditation, guided imagery, group processes or other experiential practices, those practices are provided as coaching and educational activities. They are not medical or psychotherapeutic treatment.

11.2 Possible effects.

The Participant understands that experiential practices may produce physical sensations such as tingling, dizziness, lightheadedness, muscle tension, temperature changes, fatigue or discomfort; and emotional responses such as strong feelings, memories, temporary distress, vulnerability or heightened sensitivity. By personally accepting the participation provisions and participating in such programs and practices, the Participant assumes full responsibility for and acknowledges the potential consequences of participation.

11.3 Health conditions requiring caution.

Certain conditions may make some practices unsuitable or require modification, including cardiovascular conditions, high blood pressure, respiratory conditions, epilepsy or seizure history, pregnancy, recent surgery, serious injury, severe mental-health conditions, psychosis, dissociation, acute psychiatric crisis, certain medications, or any condition for which a qualified provider advises caution. By personally accepting the participation provisions and participating in such programs and practices, the Participant assumes full responsibility for his/her physical and mental health before and during the provision of services by the Company or third parties who represent services under these Terms.

11.4 Voluntary participation.

The Participant may pause, modify, decline or stop any practice at any time, and should promptly notify a facilitator if the Participant feels unwell, unsafe, overwhelmed or unsure. IMCP or third parties who represent services under these Terms may also ask the Participant to modify or stop participation for safety reasons.

11.5 No substances.

IMCP Programs are drug-free and do not include the use, provision or facilitation of illegal, controlled or regulated substances. The Participant must not attend or participate while impaired by alcohol, drugs, medication or another substance in a way that creates risk to the Participant or others.

12. Online Safety, Participant Conduct and Crisis Limitations

12.1 Online Participation and Safety.

The Participant is responsible for participating from a location that is reasonably safe and suitable for the applicable Session or activity, using appropriate equipment and, where confidentiality is relevant, taking reasonable steps to participate privately. The Participant must follow reasonable safety, technical and participation instructions provided by IMCP. The Participant should pause or stop participating and notify the facilitator if the Participant feels unwell, unsafe or unable to continue. IMCP may pause, modify or stop a Session or activity where reasonably necessary because of safety, health, technical or conduct concerns.

12.2 Respectful Online Conduct.

The Participant must behave respectfully and lawfully during Sessions and in Program-related online spaces. Prohibited conduct includes harassment, discrimination, threats, hate speech, sexual misconduct, coercion, intimidation, disruptive or unsafe behaviour, unauthorized recording or distribution of Program content, sharing access credentials, breach of confidentiality, commercial solicitation of other participants and refusal to follow reasonable participation or safety instructions.

12.3 Suspension or Removal.

IMCP may warn, suspend, remove or terminate access or participation because of serious or repeated misconduct, safety concerns, non-payment by the Payer, unauthorized access, breach of confidentiality, misuse of intellectual property, material non-disclosure affecting safety or suitability, unlawful conduct or behaviour that materially disrupts the

Program or creates a risk to others. Any resulting refund following a suspension or removal is governed by Section 7 and Mandatory Consumer Laws.

12.4 Crisis and Emergency Limitations.

IMCP is not an emergency or crisis service and does not continuously monitor the Participant. If, during a live Session or other direct interaction, IMCP becomes aware of information reasonably indicating an emergency that threatens the life, health or security of the Participant or another person, IMCP may contact the Participant's emergency contact or appropriate emergency services and disclose only the information reasonably necessary for that purpose, as permitted or required by law. Where required by law, IMCP will inform the Participant of the disclosure. The Participant remains responsible for seeking appropriate local emergency assistance and, where reasonably requested during an immediate safety concern, providing accurate information about the Participant's current location. Because the Program is delivered remotely, IMCP cannot guarantee the availability, response time or effectiveness of local emergency services.

12.5 Incident Records.

IMCP may create and retain a record of an incident, reported injury, safety concern, emergency action, removal, misconduct or related decision where reasonably necessary for participant safety, Program administration, compliance with law, dispute resolution or the protection of legal rights. IMCP will limit the record to information reasonably necessary for those purposes and handle it in accordance with the Privacy Policy.

13. Intellectual Property and Use of Materials

13.1 Ownership.

All Program Materials, IMCP methodologies, Metacognitive Programming™ materials, frameworks, names, logos, course content, recordings, manuals, workbooks, prompts, assessments, scripts, practices, exercises and other intellectual property are and remain the exclusive property of IMCP or its licensors. No ownership rights are transferred to the Payer or Participant.

13.2 Limited licence.

Subject to payment of the Fees and compliance with these Terms, IMCP grants the Participant a personal, limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Program Materials solely for the Participant's own personal, non-commercial use during the access period stated in Schedule 1.

13.3 Restrictions.

The Participant, and any Payer who receives or accesses the Program Materials, must not copy, publish, distribute, sell, license, rent, share, record, stream, teach, train, adapt, translate, reverse-engineer, upload, scrape, commercialize or create derivative works from the Program Materials, or use them to teach, coach, certify or train others, except with IMCP's prior written consent. They must not upload confidential or proprietary Program Materials to public AI tools or third-party systems without IMCP's prior written consent.

13.4 Participant content.

The Participant retains ownership of content submitted by the Participant as part of the Program, including intake responses, exercises, questions and personal reflections. The Participant grants IMCP a limited licence to use such content as reasonably necessary to deliver, administer, document, improve and protect the Program, comply with law and enforce these Terms, consistent with the Privacy Policy.

14. Confidentiality and Group Privacy

14.1 IMCP confidentiality.

IMCP will treat personal information received in connection with the Payer or a Participant, and information about an individual Participant's involvement in the Program, as confidential and handle it in accordance with the Privacy Policy, applicable law and the exceptions in these Terms.

14.2 NDA for commercial information and Group confidentiality.

In group Programs, communities, retreats, ceremonies, classes, supervision and events, the Participant may learn personal, business, or confidential information about other participants or IMCP. The Participant must keep such information strictly confidential, must not disclose other participants' identities or stories outside the Program, and must not use such information for personal, commercial or public purposes. In the event of such occurrences, the Participant who violated these requirements will be immediately barred from all services without the possibility of compensation and may face liability for the disclosure of sensitive personal information.

14.3 Exceptions.

Confidentiality does not apply where disclosure is required by law, court order, regulator, insurer, professional adviser, emergency or safety need, or where the information is already public through no breach by the receiving Party.

15. Privacy, Data Protection and Communications

15.1 Privacy policy.

IMCP collects, uses, discloses, stores and protects personal information in accordance with its Privacy Policy and applicable privacy laws, including PIPEDA where applicable. The Privacy Policy forms part of the documentation provided to the Payer and Participant for the Program.

15.2 Purposes of collection.

IMCP may collect personal information for enrolment, payment, identity, scheduling, access, delivery, suitability, safety, emergency response, communication, customer support, record-keeping, legal compliance, incident documentation, marketing consent and Program improvement purposes.

15.3 Sensitive information.

Some Programs may require information about wellbeing, emotional state, health-related considerations, medications, pregnancy, physical limitations, mental-health history, emergency contacts or other sensitive matters. IMCP collects such information only where relevant to suitability, safety, delivery or legal compliance, limits access to those who need it, applies reasonable safeguards, and retains it only as described in the Privacy Policy or as required for legal, insurance or safety purposes.

15.4 Third-party providers and international processing.

IMCP may use third-party service providers for payments, e-signatures, hosting, learning platforms, video calls, messaging, email, analytics, AI tools, customer management, document storage and similar services. Personal information may be processed in Canada or other jurisdictions where service providers operate, subject to the Privacy Policy and applicable law.

15.5 Participant rights.

The Participant may contact IMCP to request access, correction or information about personal information handling, subject to applicable law and the Privacy Policy.

15.6 Service communications.

IMCP may send transactional and service communications about the Program, including confirmations, invoices, receipts, access details, scheduling, reminders, safety notices, changes and other administrative messages necessary for Program delivery.

15.7 Marketing communications.

IMCP may send marketing communications by email, SMS, messaging applications or similar channels with the Participant's consent or as otherwise permitted by applicable law. Marketing communications will identify IMCP and include an unsubscribe mechanism where required by law. The Participant may withdraw marketing consent at any time without affecting participation in the Program.

16. Recordings, Photography and Media

16.1 Recording by IMCP.

IMCP may record Sessions, classes, calls or other parts of the Program for service delivery, participant access, internal training, supervision, quality assurance, safety, record-keeping or legal purposes, where recording is disclosed in these Terms or announced before recording. Group-format recording may be a condition of participation where this is clearly disclosed before purchase and acceptance.

By accepting these Terms, each Participant consents to the recording of the Participant's image, voice and contributions, and to IMCP's use of those recordings solely for the purposes described in this Section.

16.2 Marketing media consent.

IMCP will not use the Participant's identifiable name, image, voice, likeness, testimonial, story or personal content in public marketing materials without separate express consent. That consent must be obtained through a clearly labelled affirmative opt-in in IMCP's online onboarding or electronic-consent process.

Marketing media consent is optional. A Participant may decline it by not completing the applicable opt-in and may withdraw it for future uses at any time by written notice to IMCP. Withdrawal does not affect uses or disclosures made before it takes effect. IMCP will take reasonable steps to stop future use of the relevant materials under its control, but is not required to recall or remove materials already printed, distributed or independently republished by third parties. Declining or withdrawing marketing media consent does not affect the Participant's access to or participation in the Program.

This Section does not limit any recording that is an essential and clearly disclosed feature of a Program under Section 16.1.

16.3 Recording by Participant.

The Participant must not photograph, audio-record, video-record, livestream, screenshot, copy or publish any Session, ceremony, event, platform content, Program Material, facilitator or another participant without IMCP's prior written consent and, where applicable, the consent of each person recorded.

17. Warranties, Disclaimers and Limitation of Liability

17.1 Limited warranties.

IMCP will use reasonable care and skill in delivering the Program. Except as expressly stated in these Terms or required by applicable law, IMCP does not guarantee any particular personal, emotional, professional, business, financial, health, medical, therapeutic, relational, lifestyle or other result from participation in the Program.

17.2 Liability cap.

To the maximum extent permitted by applicable law, IMCP's total aggregate liability arising out of or in connection with the Program or these Terms will not exceed the Fees actually paid to IMCP by the Payer for the Program giving rise to the claim.

17.3 Consumer protections preserved.

Nothing in these Terms excludes, limits or varies any liability, right or remedy that cannot lawfully be excluded, limited or waived under Mandatory Consumer Laws.

18. Suspension and Termination

18.1 Suspension and Termination by IMCP.

IMCP may suspend or terminate the Participant's access to or participation in the Program because of material breach of these Terms, non-payment by the Payer, unsafe conduct, serious misconduct, breach of confidentiality, intellectual property misuse, material non-disclosure, unlawful conduct or violation of Program rules. Where the breach is curable, IMCP will provide notice and a reasonable opportunity to cure where appropriate, unless immediate suspension or termination is reasonably necessary for safety, security, legal or operational reasons.

18.2 Effect of suspension or termination.

During a suspension, IMCP may restrict the Participant's access to the Program, Sessions, Program Materials or related online platforms for the duration of the suspension.

On termination or expiry, the Participant's access to the Program and Program Materials ends. The Participant must stop using the Program Materials and, where reasonably requested, delete or return confidential materials.

Termination or expiry does not affect any rights or obligations that accrued before termination or any provisions that by their nature are intended to continue, including confidentiality, intellectual property, privacy, payment obligations, limitation of liability and dispute resolution.

19. Governing Law and Dispute Resolution

19.1 Governing law.

These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, without regard to conflict-of-law rules.

19.2 Mandatory Consumer Rights.

Nothing in these Terms limits, excludes or waives any mandatory consumer protection rights or remedies that cannot be limited, excluded or waived under applicable law.

19.3 Good-faith resolution.

Before commencing formal proceedings, the Parties will attempt in good faith to resolve the dispute by written notice and negotiation for at least 30 days, unless urgent injunctive or safety-related relief is reasonably required.

19.4 Forum.

Subject to clause 19.2 and any non-waivable consumer rights, the courts of the Province of Ontario sitting in Toronto have exclusive jurisdiction over any dispute arising out of or relating to these Terms, and each Party submits to the jurisdiction of those courts.

20. Online Acceptance and Electronic Records

20.1 Online acceptance.

The Payer accepts these Terms and the completed Schedule 1 by actively checking the acceptance box and completing payment after they have been available for review. The agreement is formed when IMCP sends the written order confirmation, unless the checkout expressly states an earlier acceptance point. A Payer who is also the Participant accepts in both capacities. If they are different, each Participant must separately accept the participation provisions through onboarding before access; the Payer's acceptance does not bind the Participant. An entity purchaser confirms that the person placing the order has authority to bind the entity.

20.2 Electronic records and copies.

IMCP may retain the applicable version of these Terms and Schedule 1, checkout selection and timestamp, order and payment records, and each separate Participant acceptance. IMCP will provide a copy of the accepted terms and completed order details in a form the Payer and Participant can retain.

21. General Provisions

21.1 Entire agreement.

These Terms, including Schedule 1, is the entire agreement between the Parties regarding the Program and supersedes prior discussions, subject to any liability for misrepresentation or unfair practices that cannot be excluded by law.

21.2 Amendments.

Any material amendment must be in writing and signed or electronically accepted by both Parties, unless these Terms expressly permit a non-material operational change by IMCP.

21.3 Severability.

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision will be interpreted, limited or, if necessary, severed to the minimum extent required. The remaining provisions will remain valid and continue in full force and effect.

21.4 No waiver.

No delay, failure or partial exercise by either Party of any right, remedy or power under these Terms will operate as a waiver of that right, remedy or power. Any waiver must be made in writing and will apply only to the specific matter and circumstances expressly stated in that waiver.

21.5 Assignment.

The Payer and, where different from the Payer, the Participant may not assign, transfer or otherwise dispose of these Terms, or any rights or obligations under it, without IMCP's prior written consent. IMCP may assign or transfer these Terms, in whole or in part, to an affiliate, successor entity, purchaser of substantially all of its business or assets, or in connection with a merger, reorganisation or similar corporate transaction, provided that the assignment does not materially reduce the Payer's or Participant's rights under these Terms and any consent required under applicable Mandatory Consumer Laws is obtained.

21.6 Notices.

Notices to IMCP must be sent to finance@imcp.org. Notices to the Payer may be sent to the email address provided by the Payer. Notices to a Participant may be sent to the email address provided by that Participant. Notices are deemed received one business day after sending, unless a delivery failure is received, or earlier if acknowledged.

21.7 Language.

These Terms are concluded in English. Any translation is provided for convenience only. The English version prevails to the extent permitted by Mandatory Consumer Laws applicable to the Payer or Participant.

21.8 Equal treatment.

IMCP provides services without discrimination on protected grounds under applicable human rights laws, including the Human Rights Code (Ontario) where applicable.

Schedule 1 Program Details and Commercial Terms

The details for the specific Program are shown here or in the integrated Program order summary displayed before checkout and recorded in the purchaser's order confirmation. Inapplicable fields are identified as N/A. The completed details form part of these Terms.

Item	Details
Program name	Catalyst 10
Program category	Online course / Coaching sessions / AI tool / Other:
Sessions, materials, recordings, support and other Included Components	Online educational materials covering business diagnostics, strategic advisory, CEO coaching, team facilitation and long-term business advisory methodology. Weekly group case reviews, small-group activities, peer practice in groups of three, supervision sessions and mandatory practical application of the methodology to a real client business. Client acquisition and advisory practice development tools are also included. Specific quantities and availability of recordings are subject to confirmation.
Delivery format, platform and language	Online, including educational materials, group activities and practical assignments.
Start Date, end date and access period	Start Date: February 10, 2027. Program duration: Not less than 8 mont
Certificate or completion confirmation	Internal Academy certification, subject to successful completion of the applicable certification requirements, including practical work on a real business case.

Commercial Terms

Item	Details
Tariff or package	As selected at checkout or specified in the invoice/order confirmation.
Total Fees and currency	As displayed at checkout or specified in the invoice.
Taxes and other mandatory charges	As disclosed at checkout or in the invoice, where applicable.
Deposit and any Deposit Credit	N/A
Payment schedule	Single payment or 7 instalments, according to the selected payment option. Instalment amounts and payment dates shall be specified in the order confirmation or agreed payment schedule.
Payment method	As displayed at checkout
Any optional extras	N/A

Cancellation Refund and Transfer Terms

The rules below must be completed for this Program and read with Sections 6 to 8. Statutory cancellation and refund rights prevail.

Scenario	Commercial rule for this Program
Payer cancellation before Start Date	Cancellation must be requested in writing. Any refund is subject to Section 7 and applicable Mandatory Consumer Laws. Cancellation does not automatically entitle the Payer to a refund or credit.
Cancellation after digital access begins or first Session	Fees attributable to components already delivered or made available are non-refundable, except as required by applicable law.
Participant no-show or missed Session	Missed Sessions are treated as provided and do not entitle the Participant to a refund, credit or replacement Session. Changes to individual Sessions require at least 24 hours' prior notice and are subject to availability and IMCP approval.
Participant withdrawal during Program	Withdrawal does not automatically entitle the Payer to a refund, credit or reduction of outstanding payment obligations. Any refund is determined under Section 7 and applicable Mandatory Consumer Laws.
Substitution or transfer to another cohort	Not automatically permitted. Subject to IMCP's prior written approval, availability and any agreed conditions.
Transfer of funds to another IMCP Program	Permitted only with IMCP's prior written approval and a written agreement specifying the applicable conditions. No automatic right to transfer or cash refund.
Refund method and processing period	Approved refunds will be processed within 14 calendar days after the refund becomes due, using the original payment method where reasonably possible, subject to Section 7 and applicable law. Permitted third-party transaction charges may be deducted.