



Terms of Service

1. **Advanced Programs:** Advanced Programs currently include Celestial High Achievers Mastermind Program, but are subject to change. Registrations for Advanced Programs are not eligible for transfers of date changes.
2. **Programs Sessions:** The Programs include a specific number of sessions. You agree that You will take personal responsibility to attend and participate in the Programs and assignments. If You miss a scheduled session, You forfeit that session and it cannot be rescheduled. If You are assigned a Group or Team, Your opportunity to work with other participants is limited to those in You assigned Group or Team and ends with the final session unless further Programs are arranged. Tammy Hawksworth reserves the right to substitute or reassign the Program trainer/mentor at any time at Tammy Hawksworth's sole discretion, without refund.
3. **Sales Tax:** Program Tuition is non-taxable(check my provinces laws). Purchases made at Tammy Hawksworth online may be charged applicable sales tax on items purchased outside of Programs. You acknowledge that You are responsible to remit any applicable tax Your state or Province may require.
4. **Payments:** If any payment should default when the Program start date is more than 30 days away, You will have seven (7) days from the date of default to rectify the situation. If any payment should default when the Program start date is within 30 days or less, You will have two (2) days from the date of default to rectify the situation. After these time periods, if payment has not been made, any discounted pricing will be forfeited and full Program tuition rates will apply. Any Non-Sufficient Funds(NSF) will result in the maximum allowable insufficient funds fee (minimum \$20).
5. **Facility Damage:** You agree to pay for all damages to the facility, or to the rental space utilized by, Tammy Hawksworth caused by any neglect, reckless or willful actions by, Yourself or others for whom You are legally responsible.
6. **Waiver Policy:** All participants must sign the Tammy Hawksworth Participation Agreement located online at _____ with its Assumption of Risk, Release and Waiver of Liability. A signed waiver is required for all participants in order to enter the Program venues. Participants 18 years old (or older) must present a valid photo ID to a Tammy Hawksworth team member after submitting these forms to verify their information. Participants under 18 years old must have the form signed by their parent or court-appointed legal guardian.
7. **Safety:** You agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Tammy Hawksworth, or the employees, representatives, or agents of Tammy Hawksworth. In consideration of being permitted to enter any area requiring special authorization, credentials, or permission to

enter or any area to which admission by the general public is restricted or prohibited (the "Restricted Areas") You acknowledge, agree and represent that You will immediately upon entering and of such Restricted Areas, and will continuously, thereafter, inspect the Restricted Areas which You enter, and if at any time, You feel anything to be unsafe, You will immediately advise the employees, representatives, or agents of Tammy Hawksworth or said facility, of such and if necessary will leave the Restricted Area and/or refuse to participate further in the Tammy Hawksworth Programs.

8. Recordings: All images, photos, text, web source code and other items that make all portions of the Tammy Hawksworth Offerings or website are protected under Canadian Copyright law. No person or entity may use any of these items for any purpose without expressed, written consent of Tammy Hawksworth. You agree to abide by the terms of the following policy:

a No video or audio recording is permitted, including the use of mobile phones or other devices for this purpose. Tammy Hawksworth Offerings remain the intellectual property of Tammy Hawksworth

b Personal photography is permitted as long as it is not a disruption to speakers or participants. Participants may take photos from their seats, as long as they are silent, not obstructing views, and are not using a flash. It is the policy of Tammy Hawksworth to attempt to allow photography at all Programs. Authorization can be restricted in the event of written agreement(s) in place with outside video companies, venue restrictions, to outside recordings, or due to prohibitions in place through regulations associated with any special performance units or similar on display. Other factors may require banning photography as well during all or part of Tammy Hawksworth Programs. In any case, where photography is restricted or not allowed, this policy will be posted prominently within the Program materials and/or at entry locations, and/or by team members verbal direction during Tammy Hawksworth Programs when in effect.

c However, ANY PHOTOGRAPHY executed during and Tammy Hawksworth Programs must be for PERSONAL USE ONLY. Academic usage, commercial usage, (either for profit or not-for-profit), or any other type of non-personal use is strictly prohibited. Photography for social media purposes, such as Twitter, Instagram, and Facebook are encouraged provided that Tammy Hawksworth Programs material is not shared in full and the speaker is referenced. Social Media using hashtags "Tammy Hawksworth" "WellOiledLife" and "C.H.A.M.P" are encouraged.

d Additionally, Tammy Hawksworth reserves the right to examine and prohibit the use of any camera or recording equipment it deems unacceptable during any Tammy Hawksworth Programs. Those failing to adhere to this Recording Policy during any Tammy Hawksworth Programs may have their recording medium confiscated and then be asked to leave the premises. The recording medium will not be returned. Exceptions to this written Recording Policy as well as requests for supplemental footage, images, or other copyrighted information can be requested in writing via email to welloiledlifewithtammy@gmail.com or further assistance can be obtained through directly contacting Tammy Hawksworth

9. Intellectual Property Rights:

- a. You may not use Tammy Hawksworth's name, trademarks, service marks, or any other intellectual property right (collectively the "Intellectual Property") of Tammy Hawksworth in any manner whatsoever to suggest association or affiliation with or endorsement by Tammy Hawksworth without the express prior written consent of Tammy Hawksworth, which Tammy Hawksworth may withhold at its sole discretion.
- b. You may not use or display Tammy Hawksworth Intellectual Property in any manner to disparage Tammy Hawksworth or Tammy Hawksworth Offerings.
- c. Failure to comply with any restrictions imposed by Tammy Hawksworth upon Your use of Tammy Hawksworth, shall constitute breach of this Agreement. In such case, Tammy Hawksworth reserves the right to pursue any and all remedies available to it at law or in equity.
- d. Tammy Hawksworth shall be and remain the sole owner of all right, title, and interest in and to the Tammy Hawksworth offerings (including, without limitation, all Tammy Hawksworth Intellectual Property therein) and any other Tammy Hawksworth Intellectual Property, materials or other properties owned, licensed or controlled by Tammy Hawksworth, and You hereby assign Tammy Hawksworth all right, title and interest You may be deemed to have therein. All rights not specifically granted to You under this Agreement are expressly reserved by Tammy Hawksworth.

10. Confidentiality & Non-Disclosure Obligations:

- a. In connection with the Agreement, Tammy Hawksworth may disclose to You and/or You may otherwise receive or have access to sensitive, confidential, and/or proprietary information of Tammy Hawksworth (collectively, "Confidential Information"), including, but not limited to (a) the identities of other vendors or participants of Tammy Hawksworth (collectively, "Tammy Hawksworth Clients"); (b) physical and data security information; (c) technical data; and /or (d) know-how or business information relating to business processes, methods, or marketing strategies. Except as required to perform Your obligations under and in accordance with the terms of this Agreement, You shall not (i) disclose the Confidential Information to any person, or (ii) use the Confidential Information (whether for Your own benefit or the benefit of any other person), without the express prior written consent of Tammy Hawksworth. You may not use any Confidential Information, including, but not limited to, for the purpose of soliciting, or to permit other to solicit, Tammy Hawksworth Clients to subscribe to any other services or promote the sale of any products which compete, either directly or indirectly, with Tammy Hawksworth or Tammy Hawksworth Offerings. You agree and acknowledge that Tammy Hawksworth may be required to provide to governmental agencies or other third parties information in its possession regarding You or the business You conduct with Tammy Hawksworth. If a dispute

- arises regarding Confidential Information, You agree not to use or disclose and Confidential Information until a court of competent jurisdiction makes a ruling.
- b. Tammy Hawksworth does not invite and cannot accept any ideas or information You consider to be confidential and/or proprietary. Except with respect to Your personally identifiable information, as expressly provided for in the Tammy Hawksworth Privacy Policy, any suggestions, submissions, comments, ideas, concepts, know-how, techniques, material, or feedback conveyed, offered or transmitted by You to Tammy Hawksworth, or otherwise in connection with the Tammy Hawksworth Offerings (collectively, the "Submissions"), shall be deemed to be non-confidential and non-proprietary and Tammy Hawksworth shall have no obligation of any kind with respect to such Submissions, unless otherwise expressly agreed to in a written executed by You and a duly authorized officer of Tammy Hawksworth. You hereby grant to Tammy Hawksworth and its licensees a worldwide , perpetual, non-exclusive, fully-paid, royalty-free, transferable right and license, with right to sublicense, to reproduce, publicly display, distribute, perform, transmit, edit, modify, create derivatives works of, publish, sell, commercially exploit, use, and disclose the Submissions for any purpose and in all forms and all media whether now known or to become known in the future. Tammy Hawksworth shall have no obligation to compensate You for any such Submissions in any manner. You hereby represent and warrant that (a) You own or otherwise have the right to grant the foregoing license to Tammy Hawksworth with respect to Your Submissions and (b) Your Submissions and any use thereof by Tammy Hawksworth will not infringe or violate the right of any person. You are and shall remain solely responsible for the content of any Submissions You make and acknowledge that Tammy Hawksworth is under no obligation to respond to or use any sSubmissions You may provide.

11.Representations and Warranties: You represent, acknowledge and warrant that:

- a. You, and/or Your Submissions, as applicable, do not and will not, directly or indirectly; (i) violate the right of privacy or publicity of any Person; (ii) contain any libelous, obscene, indecent or otherwise unlawful material; (iii) infringe any IP Rights in any jurisdiction or otherwise contravene any right of any person; (iv) violate any laws, FTC rules, regulations, guidelines, or industry standards; or (v) violate Tammy Hawksworth 's Privacy Policy.
- b. You may not (i) frame, copy, or mirror any content forming part of the Tammy Hawksworth Offerings; (ii) reverse engineer the Tammy Hawksworth Offerings or otherwise attempt to derive its source materials; (iii) access the Tammy Hawksworth Offerings for the purpose of (A) building a competitive product or service, or (B) copy any features, functions or graphics of the Tammy Hawksworth Offerings; (iv) interfere with or disrupt the Tammy Hawksworth Offerings or any data contained therein; (v) attempt to gain unauthorized access to the Tammy Hawksworth Offerings, its related systems or networks; or (vi) use the Tammy Hawksworth Offerings for any unlawful purpose or in violation of the

rights of any person.

12. Indemnification: To the fullest extent permitted by Law, You agree that

a. In the event a third party makes any demand or complaint, or commences any action or files any claim whatsoever ("Claim") in connection with Your use of Tammy Hawksworth Offerings, You shall defend, indemnify, and hold blameless and harmless Tammy Hawksworth, or any subdivisions thereof, its related parties, affiliates, officers, directors, employees, representatives, agents, licensors, attorneys, heirs, successors, and assignees (collectively, the "Releasees"), from and against including, but not limited to, any and all damages, liabilities, claims or costs (including the cost of investigation, defense, reasonable attorneys' fees and costs) (Collectively the "Losses") incurred by any Releasee as a result of such a Claim, regardless of whether such Losses are direct, incidental, consequential, punitive or statutory.

b. Both Parties agree that upon receipt of a notice of claim, the Party receiving such notice will notify the other Party promptly. You agree, at Your own expense, to provide attorneys to defend against any action brought or filed against the Releasee with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed, and You agrees to cooperate with Tammy Hawksworth in the defense of such claims or actions including, but not limited to, (i) any settlement which would impose a non-monetary obligation on and/or admission or finding of liability or wrongdoing by Tammy Hawksworth will require Tammy Hawksworth's prior written consent; (ii) the failure to provide timely notice, control, or assistance shall not relieve You of Your indemnification obligations; and (iii) Tammy Hawksworth may have its own counsel present at and participating in all proceedings and/or negotiations relating to a claim, at Your expense.

13. Limitation of Liability: In no event shall any Releasee, or its heirs, successors and assigns, be able for any indirect, incidental, special, punitive, or consequential damages whatsoever arising out of, resulting from, or in connection with this agreement and/or any (a) use of or inability to use the Tammy Hawksworth Offerings, (b) personal injury, property damage, or losses of any kind, resulting from Your access to and/or use of the Tammy Hawksworth Offerings, (c) unauthorized access to or use of any and all personal information and/or financial information stored herein, (d) interruption or cessation of transmission to or from Tammy Hawksworth Offerings, and (e) bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Tammy Hawksworth Offerings, whether or not Tammy Hawksworth is advised of the possibility of such damages. Notwithstanding anything herein to the contrary, the maximum cumulative and aggregate liability of Tammy Hawksworth for all costs, losses or damages from claims arising under or related in any way to the Agreement, whether in contract, tort or otherwise, shall not exceed an equal amount to the purchase price of the Tammy Hawksworth Offering. The limitation of liability herein is a fundamental element of the basis of the bargain and reflects a fair allocation of risk. The Tammy Hawksworth Offerings, and any information offered through Tammy Hawksworth, would not be provided without such limitations and You agree that the limitations of liability and disclaimers specified herein will survive and

apply even if found to have failed of their essential purpose. Because some jurisdictions do not allow exclusions or limitation of certain categories of damages, in such jurisdictions, You agree that the liability of Tammy Hawksworth shall be limited to the fullest extent permitted by such jurisdiction.

14. No Professional Advice: Tammy hawksworth Offerings, tools, techniques and experiences are neither a replacement nor a substitute, for clinical psychological evaluation now or in the future. Tammy Hawksworth Offerings provide instruction, opinions, and assignments that are proven to help people create new levels of accomplishment, they are not meant to take the place of needed counseling, therapy, or prescription medications that may be administered to You from a physician or mental health professional. Tammy Hawksworth provides professional information for informational purposes only, which should not be construed as medical, legal, or accounting advice. You should seek independent professional advice from a person who is licensed and/or knowledgeable in the applicable area before acting upon any information, fact or opinion provided on or through Tammy hawksworth Offerings. You understand that Tammy Hawksworth employees, representatives, and/or agents do not provide advice pursuant to the authority of professional certifications or licenses and You will not treat information provided by Tammy Hawksworth, or our employees, representatives, and/or agents as such. You further understand that by receiving information, facts, or opinions on or through the Tammy Hawksworth Offerings, You are not entering into a relationship with Tammy Hawksworth or its employees, representatives, and/or agents that entitles You to client privileges that may be associated with any professional certifications or licenses.

15. Disclaimer: You assume all risk and responsibility for your decision to use Tammy Hawksworth Offerings. Tammy Hawksworth does not endorse, approve, or certify any information provided in or through the Tammy Hawksworth Offerings, nor does it guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of such information. Information provided in or through Tammy Hawksworth Offerings may or may not be current as of the date of Your access, and Tammy Hawksworth has no duty to update and maintain such information. Additionally, the information provided in or through the Tammy Hawksworth Offerings may be changed periodically without prior notice, written or otherwise. Use of such information is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy, and timeliness. The Tammy Hawksworth Offerings and all related materials are offered "AS IS" and Tammy Hawksworth disclaims any express or implied warranties including, without limitation, any warranties of merchantability, fitness, for a particular purpose, and non-infringement. Neither Tammy Hawksworth nor its related parties and affiliates endorse or are responsible for the accuracy or reliability of any information, fact, or opinion, provided in or through the Tammy Hawksworth Offerings.

16. General Terms and Conditions:

- a. Governing Law, Dispute Resolution, Attorneys Fees: You agree that Nova Scotia law will govern this Agreement and that any action, suit, proceeding, or claim arising out of or related to this Agreement must be brought exclusively in federal

or provincial courts located in Nova Scotia. You hereby submit to the personal jurisdiction and venue of such courts and waive any objection based on inconvenient forum. You agree to indemnify Tammy Hawksworth for all of its reasonable attorney' fees and costs incurred as a result of any action, suit, proceeding or claim brought by You or Tammy Hawksworth in which Tammy Hawksworth is found to be the prevailing party. You hereby irrevocably waive any and all right to trial by jury in any action, suit, proceeding, claim, or counterclaim arising under or in relation to this Agreement.

- b. English is Governing Language: This Agreement is in English and all disputes between the Parties shall be resolved in English. You understand and acknowledge that any foreign language Offerings provided by Tammy Hawksworth are for informational purposes only and it is Your obligation to obtain independent legal advice at Your own expense to ensure You understand the terms of this Agreement.
- c. Our Relationship: This Agreement does not create any relationship of principal and agent, joint ventures, employer and employee, fiduciary or similar relationship between the Parties. You are prohibited from making any promise, warranty or representations on behalf of Tammy Hawksworth or obligating Tammy Hawksworth in any way. You may not represent to any person that You are an agent of Tammy Hawksworth or are authorized to act on its behalf.
- d. Assignment: Tammy Hawksworth may freely assign or transfer any or all of the rights and obligations described in this Agreement. You may not assign this Agreement or any of Your rights and duties hereunder without the written consent of Tammy Hawksworth. This Agreement shall be binding upon and insure to the benefit of the Parties hereto as well as their respective representatives, successors, assigns, heirs, and estates.
- e. Severability: The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or any other applications of such provision, as the case may be. If any provision of this Agreement is determined by a country to be unenforceable or invalid, the validity of the remaining parts, terms or provisions shall not be affected by that determination, and such court shall substitute a provision that is legal and enforceable and is as close to the intentions underlying the original provision as possible.
- f. Publicity: You may not issue or make any publicity release (including press release and advertising or solicitation material) or other public statement: (i) relating to the Agreement; (ii) using Tammy Hawksworth' s name or referencing the Tammy Hawksworth Offerings; (iii) suggesting or implying any endorsement by Tammy Hawksworth of You and/or any products without the prior written approval of tammy Hawksworth, which Tammy Hawksworth may withhold in its sole discretion.
- g. Entire Agreement Amendment: This Agreement constitutes the complete and exclusive agreement between the Parties relating to the subject matter hereof. It

supersedes all prior proposals, understandings, and all other agreements, oral and written, between the Parties relating to this subject matter. Tammy Hawksworth reserves the right to amend this Agreement at any time. When Tammy Hawksworth amends this Agreement, Tammy Hawksworth shall make reasonable efforts to provide You with general, not specific, notice of such changes by posting a conspicuous announcement at tammyhawksworth.ca that such amendments have occurred. Such announcement shall be maintained for no less than 30 days following the effective date of such amendment. Your continued use of Tammy Hawksworth Offerings, following the posting of such announcement, will signify and be deemed Your assent to and acceptance of the revised Agreement. You agree that You have the burden to review periodically tammyhawksworth.ca revised terms to inform Yourself of any such changes.

- h. Waiver: The waiver or failure by Tammy Hawksworth to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of Tammy Hawksworth set forth in this Agreement are cumulative and are in addition to any rights or remedies Tammy Hawksworth may otherwise have at law or equity, except with respect to any sole and exclusive remedies expressly provided for herein.
- i. Equitable Actions: You acknowledge and agree that any breach or threatened breach of this Agreement may cause immediate and irreparable harm to Tammy Hawksworth which would not be adequately compensated by monetary damages and that Tammy Hawksworth may seek injunction relief, specific performances, and/or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond or other security. Notwithstanding any other provisions of this Agreement, any such relief may be sought in the provincial or federal courts of the Province of Nova Scotia or any other court of competent jurisdiction anywhere in the world (at Tammy Hawksworth's sole discretion), and You hereby consent to the jurisdiction of any such court and waive any objection to venue laid therein. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
- j. Force Majeure: Tammy Hawksworth shall not be responsible for delays or failure in performance resulting in acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, boycotts, changes in governmental regulations, epidemics, fire, pandemics, communication line failures, internet failures, power failures, earthquakes, or other disasters, or any other reason where failure to perform is beyond the control of, and not caused by, the non-performing party.
- k. Notices: Any notice, request, approval, authorization, consent, demand, or other communication required or permitted pursuant to this Agreement shall be in writing and shall be deemed given on the earliest of (i) actual receipt, irrespective of the method of delivery; (ii) the time of transmission from Tammy Hawksworth if sent via email, as date stamped by Tammy Hawksworth's system; (iii) on the delivery day following dispatch if sent by express mail (or similar next day air courier service), or (iv) on the sixth (6th) day after mailing by registered or certified

Canada Post mail, return receipt requested, postage prepaid and addressed to the last address provided by the party.

- l. Arm's Length Agreement: This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as a drafter of a specific term, language, or provision giving rise to such ambiguity.
- m. Headings/Interpretation: The section headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- n. Survival: Terms of Service sections 9,10,11,12,13,14,15,and 16 shall survive termination of this Agreement.