



## TERMS AND CONDITIONS OF USE

Effective Date: April 27, 2015

THESE TERMS OF USE, AS MODIFIED OR AMENDED FROM TIME TO TIME (“**Terms**”) ARE A BINDING CONTRACT BETWEEN NEW ROAD COACHING INC. O/A “NEWROAD” (“**New Road Coaching**” or “**we**” or “**us**”) AND YOU (“**you**” or “**user**”). BEFORE USING THE NEWROADCOACHING.COM WEBSITE OR ANY VIDEO, AUDIO, APPLICATIONS, FEATURES OR FUNCTIONALITY AVAILABLE ON OR THROUGH THE WEBSITE (collectively, the “**Site**”), PLEASE READ THESE TERMS CAREFULLY. BY USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE PRIVACY POLICY, AND YOU AGREE TO FOLLOW THE GUIDELINES AND POLICIES THAT NEW ROAD COACHING MAY POST ON THE SITE OR PROVIDE TO YOU FROM TIME TO TIME. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SITE, IN WHICH CASE YOU SHOULD IMMEDIATELY EXIT AND NOT USE THE SITE. NEW ROAD COACHING MAKES THE SITE CONTENT AND INFORMATION ON THE SITE AVAILABLE TO YOU CONDITIONED UPON YOUR ACCEPTANCE, WITHOUT MODIFICATION, OF THE TERMS. THESE TERMS APPLY TO ALL USERS, INCLUDING VISITORS TO THE SITE, AND REGISTERED MEMBERS AUTHORIZED TO SUBMIT CONTENT TO THE SITE. IF YOU WISH TO BECOME A REGISTERED USER, COMMUNICATE WITH OTHER REGISTERED USERS AND MAKE USE OF NEW ROAD COACHING’S SERVICES, YOU MUST READ THIS AGREEMENT AND ALSO INDICATE YOUR ACCEPTANCE DURING THE REGISTRATION PROCESS.

### **1. DESCRIPTION OF SITE; MINIMUM AGE REQUIREMENT.**

Newroadcoaching.com the website of New Road Coaching Inc. o/a “NewRoad” a boutique coaching firm designed to provide intensive one-on-one personal and business coaching services. We publish video, audio, articles, or other content from current and past contributors as well as from our own staff to our clients with regards to career and other goals. We also sell our coaching services online through Newroadcoaching.com, including our “30 Ways to Better Days” online coaching program. All of the content and information appearing on the Site is subject to the disclaimers set forth below in Section 10. This Site is intended for use by persons who are at least 18 years old. By using the Site, you represent and warrant that you are at least 18 years old, and you hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by you.

### **2. MODIFICATIONS TO TERMS.**

You agree that from time to time we may, at our sole discretion, modify, add or remove any or all parts of these Terms and the Privacy Policy. We will provide notice to you of any material changes in the Terms by posting notice to the Site. Your continued use of the Site 30 days after our notice to you of a change in the Terms means that you have agreed to the amended Terms. It is critical that you keep your email contact information correct and updated with New Road Coaching Inc. at all times. In addition, we encourage you to check back regularly to review these Terms at least once every 30 days.

3. **MODIFICATIONS TO SITE.** We reserve the right from time to time to temporarily or permanently modify or discontinue, and restrict or block access to, the Site (or any part thereof) without notice.
4. **PROHIBITED CONDUCT; LIQUIDATED DAMAGES.** You agree not to do, or attempt to do, any of the following, subject to applicable law:
  - a. access or use the Site in any way that violates or is not in full compliance with any applicable local, provincial, state, national or international law, regulation, or statute (including export laws), contracts, intellectual property rights or constitutes the commission of a tort, or for any purpose that is harmful or unintended (by us), or other than in full compliance with these Terms;
  - b. access, tamper with, or use services or areas of the Site that you are not authorized to access;
  - c. alter information on or obtained from the Site;
  - d. use any robot, spider, scraper or other automated means or interface not provided by us to access the Site or extract data or gather or use information, such as email addresses, available from the Site or transmit any unsolicited advertising, "junk mail," "spam," or "chain letters";
  - e. frame any part of the Site, or link to the Site, or otherwise make it look like you have a relationship to us or that we have endorsed you for any purpose except as expressly permitted in writing by NEW ROAD COACHING;
  - f. impersonate or misrepresent your affiliation with any person or entity;
  - g. reverse engineer any aspect of the Site or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Site (except as otherwise expressly permitted by law);
  - h. send to or otherwise impact us or the Site (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, "spyware," "adware" or other code that could adversely impact the Site or any recipient; or
  - i. take any action which might impose a significant burden (as determined by us) on the Site's infrastructure or computer systems, or otherwise interfere with the ordinary operation of the Site.
5. **PROTECTION OF SITE CONTENT.** Our Site is protected by intellectual property laws and you agree to respect them. NEW ROAD COACHING grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license, under the rights NEW ROAD COACHING has in the content on the Site, to privately display and perform the Site on your computer for your own personal, noncommercial purposes. NEW ROAD COACHING reserves all other rights in the content on the Site, on its own behalf and the behalf of its licensors, and NEW ROAD COACHING does not, directly or by implication, by estoppel or otherwise, grant any other rights or licenses to you under these Terms. Except as expressly stated in this paragraph, you may not reproduce, distribute, modify, publicly perform or display, or prepare derivative works of any content on the Site without prior written consent from NEW ROAD COACHING.
6. **PRIVACY POLICY.** Please see our [Privacy Policy](#). Our Privacy Policy is part of and incorporated into these Terms.
7. **TERMINATION OR CANCELLATION.** You agree that we may, at any time and at our sole discretion, with or without cause or any notice to you, terminate these Terms,

your access to the Site, or suspend or block your access to the Site. If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Site or by sending a communication to any address (email or otherwise) that we have for you in our records. You will still be liable for any breaches of these Terms and/or obligations incurred before the Terms end. If you use the Site after termination of these Terms, that use will constitute your agreement to the Terms then posted on the Site. The provisions entitled "Prohibited Conduct; Liquidated Damages," "Termination or Cancellation," "Indemnification," "Disclaimer of Warranties," "Exclusion of Damages; Limitation of Liability," "Copyright Infringement," "Additional Terms," the Notices regarding the availability of filtering software, 'No Harvesting or Dictionary Attacks Allowed', trademarks, and copyright ownership, and the Privacy Policy will survive termination of these Terms.

- 8. DEALINGS WITH MERCHANTS; LINKS.** The Site may contain advertisements, offers, or other links to other websites and resources of third parties that we do not control. That information, as well as advertisements, may or may not be or remain wholly accurate. You acknowledge and agree that NEW ROAD COACHING is not responsible or liable for (i) the availability or accuracy of such sites or resources; or (ii) the content, advertising, or products or services on or available from such sites or resources. The inclusion of any link on the Site does not imply that we endorse the linked site. You use the links at your own risk. NEW ROAD COACHING's Privacy Policy is applicable only when you are on our Site. Once you choose to link to another website, you should read and understand that website's privacy statement before disclosing any personal information. Your correspondence or business dealings with, or participation in promotions of, third party merchants or advertisers that are found on or through the Site or which provide links on the Site, including, for example, "click to purchase" and other similar programs, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant or advertiser. You waive any claim against NEW ROAD COACHING and agree to hold NEW ROAD COACHING harmless from any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such merchants or advertisers on the Site.
- 9. INDEMNIFICATION.** As a condition of your access to and use of the Site, you agree to hold NEW ROAD COACHING, and their subsidiaries, affiliates, officers, directors, employees, agents, attorneys, and suppliers, and each of their respective successors and assigns, harmless from, and indemnify them for, all damages, costs, expenses and other liabilities, including but not limited to attorneys' fees and expenses, relating to any claim arising out of or related to: (i) your access to and use of the Site and the content therein; (ii) your violation of these Terms (including terms incorporated into them, e.g., the Privacy Policy), and any applicable law or the rights of another person or party; (iii) any dispute you have or claim to have with one or more users of the Site; (iv) NEW ROAD COACHING's resolution (if any) of any dispute you have or claim to have with one or more users of the Site; and (v) any disclosures made with your permission (including, without limitation, your consent that NEW ROAD COACHING disclose your personal information and other information collected as set forth in our Privacy Policy). Furthermore, you fully understand and agree that: (a) NEW ROAD COACHING will have the right but not the obligation to resolve disputes between users relating to the Site and NEW ROAD COACHING's resolution of a particular dispute does not create an obligation to resolve any other dispute; and (b) NEW ROAD COACHING's resolution of a dispute will be final with respect to the Site.

**10. DISCLAIMER OF WARRANTIES.** Since operation and functionality of the Site depend on factors such as the type of hardware, software, or network you are using, there is a possibility that the Site may not work on your computer, be interrupted or have errors in its operation, or may interfere or even harm the operation of your computer; NEW ROAD COACHING does not warrant the successful operation of the Site on your computer, and we are not liable for any such problems that result from your use of the Site. MOREOVER, THE SITE MAY CONTAIN ADVICE, OPINIONS, INSTRUCTIONS AND STATEMENTS FROM NEW ROAD COACHING AND OTHER CONTENT AND INFORMATION PROVIDERS. THIS CONTENT IS INTENDED TO BE USED FOR INFORMATIONAL PURPOSES ONLY. YOU USE THE SITE AND CONTENT AT YOUR OWN RISK. WE STRONGLY URGE YOU TO CONSULT A PROFESSIONAL OR SOME OTHER AUTHORITY IN THE APPROPRIATE FIELD BEFORE USING ANY OF THE CONTENT. THE SITE IS PROVIDED BY NEW ROAD COACHING ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEW ROAD COACHING MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION OR CONTENT INCLUDED ON THE SITE. NEW ROAD COACHING MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, SECURE, OR TIMELY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEW ROAD COACHING EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING, TRADE, USAGE OR PERFORMANCE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, AND THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WE URGE YOU TO KEEP BACKUP COPIES OF CONTENT AND OTHER MATERIAL, IF ANY, THAT YOU MAINTAIN ON OR USE WITH THE SITE. IF YOUR USE OF THE SITE RESULTS IN THE NEED FOR SERVICING OR REPLACING PROPERTY, MATERIAL, EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR ANY RESULTING COSTS OR DAMAGES.

Without limiting

any of the foregoing, NEW ROAD COACHING makes the following specific disclaimers for the following categories of information:

**INVESTMENT & FINANCIAL INFORMATION:** The content located on the Site should not be interpreted as financial or investment advice nor should it be interpreted as creating any kind of investment advisor or financial advisor relationship. You should NOT rely upon the financial and investment information or opinions provided herein and you should conduct your own independent research and consult with your personal investment advisor before making an investment or financial decision. You are solely responsible for any investment and financial decisions, omissions or actions you take. Neither NEW ROAD COACHING, its parent, its affiliates, nor any of their respective agents, employees, information providers or content providers shall have any liability for your financial/investment decisions based upon, or the results obtained from, the content on the Site.

**MEDICAL & HEALTH INFORMATION:** The content located on the Site should not be interpreted as medical or health advice. The content should not be used to diagnose, treat or cure any medical or health condition nor should it be interpreted as creating any kind of doctor-patient or health/medical advisor relationship. You should NOT rely upon the medical, health, dietary, nutritional or other professional information or opinions provided and you should always speak to your personal health care provider before beginning, changing or stopping any medication or any treatment for a health problem. You are solely responsible for any decisions, omissions or actions you take based on choosing to seek or not to seek professional medical care, or choosing or not choosing specific treatments. Neither NEW ROAD COACHING, its parent, its affiliates, nor any of their respective agents, employees, information providers or content providers shall have any liability for your medical, health, dietary or nutritional decisions based upon, or the results obtained from, the content on the Site.

**LEGAL INFORMATION:** The content located on the Site should not be interpreted as legal advice nor should it be interpreted as creating any kind of attorney-client or legal advisor relationship. You should NOT rely upon the legal information or opinions provided and you should consult with your personal legal advisor; this Site is not a substitute for an in-person consultation with an attorney, as the applicability of the legal principles discussed at this Website may differ substantially in individual situations or in different states or countries. You are solely responsible for any legal decisions or actions you take or omissions you commit. Neither NEW ROAD COACHING, its parent, its affiliates, nor any of their respective agents, employees, information providers or content providers shall have any liability for your legal decisions based upon, or the results obtained from, the content on the Site.

**11. EXCLUSION OF DAMAGES; LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT NEITHER NEW ROAD COACHING, NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS AND SUPPLIERS, NOR EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WILL BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF PRIVACY, LOSS OF GOODWILL OR ANY OTHER LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE AGGREGATE LIABILITY TO YOU OF NEW ROAD COACHING AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, AND SUPPLIERS AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS EXCEED, IN TOTAL, THE AMOUNTS PAID BY YOU TO US.

**12. CUSTOMER SUPPORT.** You acknowledge that we have no obligation to provide you with customer support of any kind.

**13. NOTICES AND CONTACT INFORMATION.** Except as otherwise provided in these Terms, NEW ROAD COACHING will give you any notices by posting them on the Site. Since notice of any material change to the Terms will be posted to the Site for at least 30 days, we encourage you to visit the Site at least that often. You agree to check the Site for notices, and that you will be considered to have received a notice when it is made

available to you by posting on the Site. NEW ROAD COACHING may provide notice to any e-mail or other address that you provide. You agree to keep your address current and that notice provided by NEW ROAD COACHING to the address that you have most recently provided will constitute effective notice. We receive many emails and not all of our employees are trained to deal with every kind of communication. Therefore, you agree to send us any notice by mailing it to our address for Legal Notices which is: New Road Coaching Inc., 34 Eglinton Avenue West, Suite 133, Toronto, Ontario, M4R 2H6.

#### **14. ADDITIONAL TERMS.**

- a. **Agreement to Conduct Transactions Electronically.** You agree that all of your transactions with or through the Site may, at our option, be conducted electronically from start to finish. If we decide to proceed non-electronically, those services will still be governed by the remainder of these Terms unless you enter into different terms on a form provided by us. If the law allows you to withdraw this consent or if we are ever required to deal with you non-electronically, we reserve the right to charge or increase fees and you agree to print or make an electronic copy of the Terms and any other contract or disclosure that we are required to provide to you.
- b. **Compliance with Laws.** You are responsible for compliance with applicable local laws, keeping in mind that access to the Site by certain persons or in certain countries may not be legal.
- c. **No Agency; No Third Party Beneficiary.** No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms. Neither of us intends that any third party will be a beneficiary of or entitled to rely on any part of these Terms.
- d. **Severance.** If any part of the Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible.
- e. **No Assignment.** These Terms (including terms incorporated into them, e.g., the Privacy Policy) are personal to you and you may not transfer, assign or delegate them to anyone without the express written permission of NEW ROAD COACHING. Any attempt by you to assign, transfer or delegate these Terms without the express written permission of NEW ROAD COACHING will be null and void. NEW ROAD COACHING shall have the right to transfer, assign and/or delegate these Terms to one or more third parties without your permission.
- f. **Jurisdiction; Choice of Law; Export Limitations.** This Site is controlled by us from our offices within Canada and is directed to Canadian users. If you choose to access this Site from locations outside Canada, you do so at your own risk and you are responsible for compliance with applicable local laws. You may not use or export anything from the Site in violation of Canadian export laws and regulations or the Terms. These Terms and all performances and claims of every nature (including without limitation, contract, tort and strict liability) relating in any way to any aspect of the Site will be governed by the laws of the Province of Ontario, Canada, without regard to any conflicts of laws principles that would result in the application of the law of a different jurisdiction. You and NEW ROAD COACHING agree to submit to the personal and exclusive jurisdiction of the courts located within Toronto, Ontario. Any disputes regarding such claims or arising under or related in any way to these Terms or the Site shall be heard

exclusively in the appropriate forum in Ontario. You hereby consent to jurisdiction in a provincial or federal court sitting in Toronto, Ontario and waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by Ontario or federal law.

- g. Limitations on Actions. Any action concerning any dispute you may have with respect to this Site must be commenced within one year after the cause of the dispute arises, or the cause of action is barred.
- h. Paragraph Headings. The paragraph headings in these Terms are included to help make these Terms easier to read and have no binding effect.
- i. Entire Agreement. These Terms (including terms incorporated into them, e.g., the Privacy Policy) comprise the entire agreement (the “**Entire Agreement**”) between you and NEW ROAD COACHING with respect to the use of the Site and supersedes all contemporaneous and prior agreements between the parties regarding the subject matter contained herein, and neither party has relied on any representations made by the other that are not expressly set forth in the Entire Agreement.
- j. No Waiver. The failure of NEW ROAD COACHING to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or provision or NEW ROAD COACHING's right to act with respect to subsequent or similar breaches. We suggest that you print out a copy of these Terms for your records.

## 15. LEGAL NOTICES

- FURTHER INFORMATION. If you have a complaint, you may contact us at New Road Coaching Inc. Attn: Legal, 34 Eglinton Avenue West, Suite 133, Toronto, Ontario, M4R 2H6.
- NOTICE RE: TRADEMARKS. The trademarks “NEW ROAD COACHING”, “NewRoad”, New Road Coaching Inc. and newroadcoaching.com and all other trademarks listed below or used in the Site are owned or used under license by NEW ROAD COACHING and its affiliated organizations. The names of third parties and their products mentioned may be their trademarks. You may not use any of the above or other trademarks displayed on this Site or in any Site content. All rights are reserved.
- NOTICE RE COPYRIGHT OWNERSHIP. © 2015 New Road Coaching Inc. All rights reserved. All content on the Site is subject to intellectual property rights, contractual or other protection. The intellectual property rights are owned by us or our licensors. No content may be copied, distributed, republished, uploaded, posted or transmitted in any way except as provided expressly in the Terms or with our prior express written consent. Modification or use of the materials for any other purpose may violate intellectual property rights.