

TERMS OF SERVICE eLoft Careers, A division of The Career Loft Inc. July 2017

OVERVIEW

This website is operated by eLoft Careers. Throughout the site, the terms “we”, “us” and “our” refer to eLoft Careers. eLoft Careers offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. Our following terms and conditions apply to www.eloftcareers.com and our learning hub <https://eloftcareers.talentlms.com> which is hosted by TalentLMS, our LMS provider.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current site are also subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

A breach or violation of any of the Terms will result in an immediate termination of your Services.

Payments are Processed via Shopify and Stripe. By agreeing to these Terms of Service you agree also to be bound by the Terms of Service at [Shopify](#) and [Stripe](#)

BY USING THE WEBSITE, YOU INDICATE THAT YOU ACCEPT THE TERMS OF SERVICE AND THAT YOU AGREE TO ABIDE BY THEM. YOUR REMEDY FOR DISSATISFACTION WITH THE WEBSITE OR ITS CONTENTS IS TO STOP USING THE WEBSITE.

1. ACCESSING THE WEBSITE

You are responsible for making all arrangements necessary for you to have access to the Website. We reserve the right to withdraw or amend the Website, and any service or material that we provide on the Website, in our sole discretion and without notice to you. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period.

2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, share, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

5 - PRODUCTS OR SERVICES

- a) We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.
- b) Pre-Recorded Courses (Single or Bundled): When purchasing pre-recorded courses, you agree to pay in advance for the specified course(s). No refund or substitution will be provided should you not be satisfied or not complete the pre-recorded course(s) during the period of time specified on our website.
- c) Live Training Event(s) and Coaching: When purchasing live training events or coaching including the Boot Camp, you agree to pay in advance for the specified live training event(s) and/or coaching. Refunds or substitutions will only be provided if you email both Chandra Drevjany at chandra@eloftcareers.com AND Liz Harding at liz@eloftcareers.com earlier than 48 hours prior to your live training event or coaching session. No refunds or substitutions will be provided within 48 hours of the scheduled live training or coaching session. Please note that access to

the online courses, as part of the Boot Camp purchase, will be granted following attendance at the first Boot Camp live session.

6 - INTELLECTUAL PROPERTY RIGHTS

(a) The Website and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by the Company, its licensors or other providers of such material, and are protected by Canadian and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. This Policy permits you to use the Website for your non-commercial use only. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted, are reserved by the Company.

(b) You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website, except as follows: (i) You may store files that are automatically cached by your Web browser for display enhancement purposes; (ii) if we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by an applicable end user license agreement for such applications; and (iii) if we provide social media features at any time, you may take such actions as are enabled by such features.

(c) You may not: (i) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or (ii) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website; or (iii) access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

(d) The Company name, the Company logo, and all related names, logos, product and service names, designs and slogans, are trademarks of the Company or its affiliates or licensors. You may not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

7. YOUR OBLIGATIONS AND REPRESENTATIONS

(a) You may use the Website only for lawful purposes and in accordance with this Policy.

(b) You promise that: (i) you are of legal age to form a binding contract with the Company; (ii) you will not use the Website in any way that violates any applicable local or international law or regulation; (iii) you will not send, knowingly receive, upload, download, use or re-use any material which does not comply with the 'Content Standards' (defined below); (iv) you will not impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity; (v) you will not do anything that could disable, overburden, damage, or impair the Website or interfere with any person's use of the Website; (vi) you will not use any robot, spider or other automatic device, process or means to access the Website for any unlawful purpose or in violation of this Policy; (vii) you will not introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; and (viii) you will not co-brand or frame the Website or hyper-link to it without the express prior written permission of an authorized representative of the Company.

8. USER CONTRIBUTIONS

(a) We may from time-to-time provide interactive services such as message boards, chat rooms, forums, 'share', and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website. All User Contributions must comply with the Content Standards set out in this Policy.

(b) Any User Contribution that you post will be considered non-confidential and non-proprietary, to the extent permitted by law. By providing a User Contribution, you grant the Company and its successors the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material. You promise that you own or control all rights in and to the User Contributions and have the right to grant such license to us. You agree that you will have no claim or other recourse against the Company for infringement of any proprietary right with respect to your User Contributions. You acknowledge and agree that you waive any moral (or similar) rights that you may have in any territory in respect of User Contributions, including but not limited to, the right to be attributed as the author of the User Contributions.

(c) If you provide a User Contribution to be published or displayed on public areas of the Website, or transmitted to other users of the Website or any third parties, you accept that your User Contributions are posted on and transmitted to others at your own risk. Additionally, we cannot control the actions of

other users of the Website or any third parties with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

(d) User Contributions must be accurate and comply with all applicable laws in the country from which they are posted. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third-party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

9. CONTENT STANDARDS

These content standards apply to all User Contributions and use of Interactive Services, if offered. User Contributions must in their entirety comply with all applicable local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any third-party
- Infringe the legal rights (including the right of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws
- Promote any illegal activity, or advocate, promote or assist any unlawful act
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization
- Involve commercial activities or sales

- Be likely to deceive or give the impression that they emanate from or are endorsed by us, or any other person or entity

10. MONITORING AND ENFORCEMENT; TERMINATION

We have the right, but not the obligation, to review, screen or edit any User Contribution. You accept that such contributions do not reflect the views of Company and are not endorsed by the Company.

We have the right to: (a) remove or refuse to post any User Contributions for any reason; (b) take any action with respect to User Contributions that we deem necessary or appropriate; (c) disclose your identity or other information about you to any third-party who in our opinion reasonably claims that material posted by you infringes their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; (e) terminate or suspend your access to all or part of the Website.

Without limiting the foregoing, we have the right to fully cooperate with law enforcement authorities requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. We do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third-party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

11. ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

12. OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

13. THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

14. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

15. PERSONAL INFORMATION

All information we collect on the Website is subject to our [PRIVACY POLICY](#):

By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

16. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated

17. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

18. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall eLoft Careers, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states, provinces or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

19. INDEMNIFICATION

You agree to indemnify, defend and hold harmless eLoft Careers and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

20. SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

21. TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

22. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

23. GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Ontario, Canada.

24. CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

25. FUTURE BUSINESS TRANSACTIONS

As we continue to develop our business, we might undergo a change of ownership such as a merger and/or a sale of all or substantially all our stock or assets. In such transactions, user information generally is one of the transferred business assets, and by submitting any data or contributions

(collectively, “Data”) to us, you agree that such Data may be transferred to such parties in these circumstances. However, any party purchasing our assets will be subject to an obligation to maintain the integrity of your personally identifiable information.

26. CONTACT INFORMATION

eLoft Careers is owned and operated by The Career Loft Inc. Questions about the Terms of Service should be sent to us at info@eloftcareers.com or you can write to us at eLoft Careers, 610 Ford Drive, Suit 324, Oakville ON L6J 7W4, Canada.