

8-ELEMENTS
WEBSITE TERMS OF USE

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PLEASE CAREFULLY READ THESE WEBSITE TERMS OF USE BEFORE USING THE 8E WEBSITE, OR REGISTERING FOR OUR COURSES. THESE TERMS OF USE ARE A BINDING CONTRACT THAT GOVERNS USE OF THE 8E WEBSITE AND COURSE REGISTRATION AND RELATED MATERIALS AND SERVICES, EXEMPTS 8E AND OTHER PERSONS FROM LIABILITY OR LIMITS THEIR LIABILITY, SPECIFIES THE JURISDICTION FOR RESOLUTION OF DISPUTES, AND CONTAINS OTHER IMPORTANT PROVISIONS.

EACH TIME YOU ACCESS OR USE THE 8E WEBSITE, OR PURCHASE COURSES YOU ACKNOWLEDGE AND SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE MOST CURRENT VERSION OF THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE 8E WEBSITE OR REGISTER FOR COURSES.

1. Your Acceptance of these Terms of Use

These Terms of Use are a legal agreement between you and 8-Elements Inc. (“8E”) regarding your access to and use of the 8E website located at www.8-elements.com (the “Website”). Each time you access or use any aspect of the Website, you signify your acceptance and agreement, without limitation or qualification, to be bound by the most current version of these Terms of Use. If you do not agree with these Terms of Use, you may not access or use the Website. These Terms of Use are in addition to any other agreement you may have with 8E.

2. Course Registration

Courses available through the Website are hosted by a third party provider, thinkific, and payment for all course materials is made through PayPal or Stripe, the privacy policies and terms of use of each of those providers may apply when purchasing the course materials and registering. In order to access the course materials you will be asked to create a user account, you must follow the link in the confirmation email in order to activate your account. All personal information collected in the registration process shall be treated in accordance with 8E’s privacy policy, which is available [here](#).

3. Fees, Payments and Access

The course fees are exclusive of any applicable provincial taxes or GST. The onetime fee per course includes access to the course materials online for two (2) years from the date of first access, and all forms, checklists and case studies. Courses are offered in 8 sections and each section must be completed in order to access subsequent sections. Once a section is completed it may be re-accessed any number of times during the two (2) year access period.

4. Refunds

There are no refunds.

5. Ownership of Website and Course Materials

Copyright © 2014 8-Elements Inc. All rights reserved. The Website and its content (including all text, graphics, interfaces, images, video, sounds, music, artwork, designs, computer code, data, the course materials and other elements available on or through the Website, and the design, structure, selection, arrangement and look and feel of those elements and the Website as a whole) and all related proprietary rights (including copyright) are owned solely by 8E and its licensors, and are protected by Canadian and international copyright and other intellectual property laws. Your use of the Website or registration for the courses does not transfer to you any right, title or interest in, to or associated with the Website or its content. All rights not expressly granted by these Terms of Use are reserved by 8E. Course materials should not be copied or used for any purpose other than personal use.

6. Changes

8E in its discretion may change these Terms of Use at any time by posting the changed Terms of Use on the Website at www.spiritualgirl.com/terms. The changed Terms of Use are effective immediately upon posting on the Website, unless the changed Terms of Use expressly state otherwise. It is your responsibility to check the “Last Updated” date at the top of these Terms of Use and review any changes since the previous version. By using the Website after these Terms of Use have been changed, you signify your acceptance and agreement to the changed Terms of Use. You may not change, supplement or amend these Terms of Use in any manner.

7. Permissible Users

If you are not the age of majority in your jurisdiction of residence you should obtain the permission of your parent or legal guardian to access and post on the Website. The Website may not be used by an individual in jurisdictions where access to or use of the Website or any part of it may be illegal or prohibited. You may not use the Website if you breach these Terms of Use or if your permission to use the Website has been suspended or terminated by 8E.

8. Personal Information Privacy

By using the Website you consent to the collection, use, retention, disclosure and deletion of your personal information in accordance with 8E’s [Privacy Policy](#) as amended from time to time and as otherwise permitted by applicable law.

9. Permissible Use

You may use the Website and course materials solely for your lawful, personal, non-commercial purposes, in the manner permitted by the Website, and subject to these Terms of Use and all applicable laws. Using the Website or course materials for any other purpose or in any other manner is strictly prohibited.

The Website its content and course materials may not be copied, reproduced, imitated, republished, translated, uploaded, posted, publicly displayed, communicated or made available to the public, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, for any purpose whatsoever, without the express prior written consent of 8E.

10. Feedback

If you give feedback about the Website or any 8E products or services (including any ideas or suggestions for enhancements or improvements) to 8E (by direct communication or by posting comments with your feedback on the Website), then 8E and its suppliers and licensors and their respective successors, assigns and licensees may use and commercialize the feedback in any way and for any purpose without providing any compensation or attribution to you or any other person.

11. Trademarks

8-ELEMENTS and related trademarks and symbols are registered or unregistered trademarks and service marks owned or licensed by 8E. Other product and company names and logos appearing on the Website may be registered or unregistered trademarks, service marks or trade names of their respective owners. Any use of the trademarks, service marks or trade names displayed on the Website is strictly prohibited, and nothing appearing on the Website will be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any of those trademarks, service marks or trade names.

12. Linked Sites

For your convenience, and in order to pay for an access the courses 8E offers the Website provides links or references to other Internet sites or resources and businesses operated by other persons (collectively “**Linked Sites**”). Linked Sites are independent from 8E, and 8E does not endorse, and has no responsibility or liability for or control over, Linked Sites or their business, goods, services or content. Your use of Linked Sites and your dealings with the owners or operators of Linked Sites are at your own risk, and you will not make any claim against 8E arising from, connected with, or relating to your use of Linked Sites or your dealings with the owners or operators of Linked Sites.

13. Prohibited Activities

You will not: circumvent the ordinary navigational structure or presentation of the Website or its content; access or obtain the Website content or other data by any means that is not purposely made available to you by the Website; gain unauthorized access to any part of the Website or its content, or any related system, network, service or data, by hacking, password mining or any other means; or test or tamper with the security of the Website or interfere with the proper working of the Website, any transaction being conducted through the Website, or any other person's use of the Website.

Framing, mirroring, scraping or data-mining the Website or any of its content in any form and by any means (including robots, spiders, or other automatic devices, programs or methodologies or any similar or equivalent manual process) is strictly prohibited. You may not use any collaborative browsing or display technologies in connection with your use of the Website or to post comments, communications or any other data of any kind to or on the Website with the intention that the posting may be viewed by other users of the Website.

Deep links to a Website without the express written permission of 8E are strictly prohibited. 8E in its discretion may cancel and revoke any permission it may give to link to the Website at any time and without any notice or liability.

14. Website Forums/Comments

Certain parts of the Website may include discussion forums and places for users to post comments. Access to and use of those functionalities may be subject to additional terms and conditions presented by 8E or its service providers. If you do not accept and agree to those additional terms and conditions, you may not be able to access or use those functionalities.

If you post or submit comments, content or other materials to the Website and its blogs, support forums, and any other discussion forums: you are fully responsible for the comments, content and other materials; you hereby grant to 8E and all other Website users permission to access, view, store, copy, reproduce, distribute, display, perform, and reproduce the materials (in whole or in part) in any of the ways facilitated or provided by the Website; and you represent and warrant to 8E and all Website users that their use of the materials does not and will not violate or infringe the rights (including intellectual property, privacy and personality rights) of any other person or any applicable laws.

15. Complaints/Copyright Infringement Notices

8E will respond as it considers appropriate, in its discretion, to all notices and complaints regarding alleged misconduct, including removing any and all offending submissions and postings from the Website without any notice or liability to your or any other person. 8E is not required to assess or otherwise determine the validity or legitimacy of any complaints or demands they may receive regarding any materials submitted or posted to the Website or otherwise used in connection with the Website before 8E takes remedial action regarding the materials.

If you have a complaint regarding the Website or content posted on the website, please send an email with details of your complaint to info@8-elements.com

Disclaimer

8E DOES NOT ACCEPT ANY LIABILITY FOR YOUR USE OF THE WEBSITE INCLUDING BUT NOT LIMITED TO YOUR USE OF THE COURSE MATERIALS. YOUR USE OF THE WEBSITE AND COURSE MATERIALS IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO ANY OF THE FOLLOWING: ACCURACY, ACCESSIBILITY, AVAILABILITY, COMPLETENESS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, LACK OF VIRUSES OR OTHER DISABLING OR HARMFUL CODE, PERFORMANCE, QUALITY, RESULTS, SUITABILITY, SECURITY, TIMELINESS, TITLE, TRUTHFULNESS, QUIET ENJOYMENT, UNINTERRUPTED SERVICE, OR WORKMANLIKE EFFORT; ALL OF WHICH ARE HEREBY WAIVED BY YOU AND DISCLAIMED BY 8E TO THE FULLEST EXTENT PERMITTED BY LAW.

17. Liability Exclusions/Limitations/Indemnity

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL 8E GROUP BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGE OR LOSS ARISING FROM, CONNECTED WITH, OR RELATING TO THE WEBSITE, USE OF THE COURSE MATERIALS, OR ANY RELATED MATTER (INCLUDING YOUR USE OF THE WEBSITE). IF NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION OF THESE TERMS OF USE 8E GROUP IS LIABLE TO YOU OR ANY OTHER PERSON RELATING TO THE WEBSITE, THE COURSE MATERIALS OR ANY RELATED MATTER (INCLUDING YOUR USE OF THE WEBSITE), THEN IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL 8E GROUP'S TOTAL AGGREGATE LIABILITY EVER EXCEED CDN\$5.00. THIS SECTION 17 APPLIES TO LOSS AND DAMAGE HOWEVER CAUSED AND TO LIABILITY UNDER ANY THEORY (INCLUDING CONTRACT, TORT, STATUTE AND STRICT LIABILITY), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY 8E OR ANY PERSON FOR WHOM 8E IS RESPONSIBLE, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE YOU OR ANY OTHER PERSON FOR THE LOSS AND DAMAGE OR THE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, OR 8E KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE LOSS OR DAMAGE BEING INCURRED.

YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS 8E GROUP FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING LEGAL FEES), CLAIMS, COMPLAINTS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, OBLIGATIONS AND LIABILITIES (INCLUDING LEGAL FEES, EXPENSES AND SETTLEMENT PAYMENTS) ARISING FROM, CONNECTED WITH OR RELATING TO YOUR USE OF THE WEBSITE (INCLUDING YOUR COMMENTS OR POSTING OF MATERIALS TO THE WEBSITE) OR ANY NEGLIGENCE, MISCONDUCT, OR BREACH OF THESE TERMS OF USE. NOTWITHSTANDING THE FOREGOING IN THIS SECTION 17, 8E GROUP RETAINS THE RIGHT TO PARTICIPATE (WITH COUNSEL OF THEIR OWN SELECTION AT THEIR SOLE COST AND EXPENSE) IN THE DEFENSE OF AND SETTLEMENT NEGOTIATIONS RELATING TO ANY THIRD PARTY CLAIM, COMPLAINT, DEMAND, ACTION, SUIT OR PROCEEDING.

IN THIS SECTION 17, "**8E GROUP**" MEANS 8E AND EACH OF ITS LICENSORS, SUPPLIERS, SERVICE PROVIDERS AND CORPORATE PARENTS AND AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SHAREHOLDERS, DISTRIBUTORS, AND REPRESENTATIVES, JOINTLY AND SEVERALLY.

18. Changes to Website / Termination of Use

If you breach these Terms of Use, you may no longer use the Website.

Notwithstanding any other provision of these Terms of Use, 8E in its discretion and for its sole convenience may: change, discontinue, modify, restrict, suspend or terminate the Website or any of its content at any time without any notice or liability to you or any other person; and immediately suspend or terminate your permission to access and use the Website at any time without any notice or liability to you or any other person.

If your permission to use the Website is terminated for any reason, then these Terms of Use will nevertheless continue to apply and be binding upon you in respect of your prior use of the Website.

19. Governing Law and Disputes

These Terms of Use, your use of the Website, registration for courses, purchase of materials and all related matters are and will be governed by, and construed and interpreted solely in accordance with, the laws of the Province of Alberta, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws and excluding any law that implements the United Nations Convention on Contracts for the International Sale of Goods.

All disputes arising from, connected with or relating to these Terms of Use, your use of the Website, registration for courses, purchase of materials or any related matter will be resolved before the Courts of Alberta sitting in the City of Calgary, and you and 8E each hereby irrevocably submit and attorn to the original and exclusive jurisdiction of that court in respect of all disputes, except that 8E in its discretion may commence legal proceedings against you in the courts of any other jurisdiction seeking injunctive relief (or similar urgent legal remedies) to enforce these Terms of Use and protect 8E's rights in, to and associated with the Website, its content and course materials.

20. Other Matters

No consent or waiver by 8E to or of any breach of these Terms of Use by you will be effective unless in writing and signed by 8E or will be deemed or construed to be a consent to or waiver of a continuing breach or any other breach by you. Except as expressly set forth in these Terms of Use, 8E's rights and remedies under these Terms of Use are cumulative and not exhaustive or exclusive of any other rights or remedies to which 8E may be lawfully entitled under these Terms of Use or at law, and 8E will be entitled to pursue any and all of its rights and remedies concurrently, consecutively and alternatively. The provisions of these Terms of Use will enure to the benefit of and be binding upon you and 8E and your respective successors and permitted assigns. If any provision of these Terms of Use is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable for any reason, then the provision will be deemed severed from these Terms of Use and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance these Terms of Use would fail in its essential purpose. You will not assign, transfer, delegate, license, sub-license or grant these Terms of Use or your rights, duties and obligations under these Terms of Use without 8E's express prior written consent, which consent may be withheld in 8E's discretion. 8E may, without your consent, assign these Terms of Use or any of 8E's rights, duties or obligations under these Terms of Use.

In these Terms of Use: a reference to "**Terms of Use**" and other similar terms refers to these Terms of Use as a whole, and not just to the particular provision in which those words appear; headings are for reference only and do not define, limit or enlarge the scope or meaning of these Terms of Use or any of its provisions; words importing the singular number only include the plural and vice versa; words importing a gender include both genders; "**person**" includes an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, society and any other legal entity; "**including**" and "**includes**" mean including or includes (as applicable) without limitation or restriction; "**law**" includes common law, equity, statutes, regulations, ordinances and orders in council, and reference to a specific law includes all regulations, and ordinances and orders in council and mandatory guidelines and directives made or issued under the law; and "**discretion**" means a person's sole, absolute and unfettered discretion.

These Terms of Use set forth the entire agreement between you and 8E regarding your use of the Website, registration for courses, purchase of materials. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and 8E regarding the Website or registration for courses, purchase of materials.

You and 8E have each expressly requested and required that these Terms of Use be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.